QTVascular
Leave Nothing Behind

QT VASCULAR LTD.

(Company Registration No.: 201305911K)
(Incorporated in the Republic of Singapore on 6 March 2013)

Placement of 196,429,000 Placement Shares at S$0.28 for each Placement Share, payable in full on application

OFFER DOCUMENT DATED 16 APRIL 2014

This document is important. If you are in any doubt as to the action you should take, you should consult your legal, financial, tax or other professional adviser(s).

PrimePartners Corporate Finance Pte. Ltd. ("**PPCF**") has made an application to the Singapore Exchange Securities Trading Limited (the "**SGX-ST**" or "**Exchange**") for permission to deal in, and for quotation of, all our existing issued ordinary shares (the "**Shares**") in the capital of QT Vascular Ltd. (the "**Company**") already issued, the Placement Shares, the new Shares to be issued to PPCF ("**PPCF Shares**") and the new Shares which may be issued upon the exercise of the (i) existing share options which were granted pursuant to the 2005 Stock Plan, 2010 Equity Incentive Plan and the QTV 2013 Share Plan as well as (ii) the options to be granted under the 2014 QTV Employee Share Option Scheme (new Shares which may be issued upon the exercise of (i) and (ii) collectively referred to as the "**Option Shares**") on Catalist. Acceptance of applications will be conditional upon issue of the Placement Shares and the listing and quotation of all the Shares, Placement Shares, PPCF Shares and the Option Shares on Catalist. Monies paid in respect of any application accepted will be returned if the admission and listing do not proceed. The dealing in, and quotation of, the Shares, the Placement Shares and the Option Shares will be in Singapore dollars.

Companies listed on Catalist may carry higher investment risk when compared with larger or more established companies listed on the Main Board of the SGX-ST. In particular, companies may list on Catalist without a track record of profitability and there is no assurance that there will be a liquid market in the Shares traded on Catalist. You should be aware of the risks of investing in such companies and should make the decision to invest only after careful consideration and, if appropriate, after consultation with your professional adviser(s).

This Placement is made in or accompanied by this Offer Document that has been registered by the SGX-ST acting as agent on behalf of the Monetary Authority of Singapore (the "Authority").

Neither the Authority nor the SGX-ST has examined or approved the contents of this Offer Document. Neither the Authority nor the SGX-ST assumes any responsibility for the contents of this Offer Document, including the correctness of any of the statements or opinions made or reports contained in this Offer Document. The SGX-ST does not normally review the application for admission but relies on the Sponsor confirming that our Company is suitable to be listed on Catalist and complies with the Catalist Rules (as defined herein). Neither the Authority nor the SGX-ST has, in any way, considered the merits of the Shares being offered for investment. The registration of this Offer Document by the SGX-ST does not imply that the Securities and Futures Act (Chapter 289) of Singapore, or any other legal or regulatory requirements, or requirements under the SGX-ST's listing rules, have been complied with.

We have not lodged this Offer Document in any other jurisdiction.

Nothing in this Offer Document constitutes an offer of securities for sale in the United States or any other jurisdiction where it is unlawful to do so. The Placement Shares have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**US Securities Act**") or the securities laws of any state of the United States, and the Placement Shares may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and applicable state or local securities laws. The Placement Shares are being offered and sold outside the United States in reliance on Regulation S under the US Securities Act. In addition, the Placement Shares may be offered and sold in the United States to a limited number of institutional "accredited investors" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the US Securities Act in transactions exempt from the registration requirements of the US Securities Act.

Investing in our Shares involves risks which are described in the section entitled "Risk Factors" of this Offer Document. In particular, you should note that our Group had been loss-making during the Period Under Review (as defined herein) and we may not be able to generate profits in the future. Please refer to the following risks further described in the section entitled "Risk Factors" of this Offer Document: (i) Our business may remain unprofitable; and (ii) We may not be able to pay dividends in the future.

After the expiration of six (6) months from the date of registration of this Offer Document, no person shall make an offer of our Shares, or allot, issue or sell any of our Shares, on the basis of this Offer Document; and no officer or equivalent person or promoter of our Company will authorise or permit the offer of any of our Shares or the allotment, issue or sale of any of our Shares, on the basis of this Offer Document.

Manager, Sponsor and Joint Placement Agent

PRIME Partners

PRIMEPARTNERS CORPORATE FINANCE PTE. LTD.
(Company Registration No.: 200207389D)
(Incorporated in the Republic of Singapore)

Joint Placement Agent

UOB KayHian

UOB KAY HIAN PRIVATE LIMITED
(Company Registration No.: 197000447W)
(Incorporated in the Republic of Singapore)

BUSINESS OVERVIEW

We are engaged in the design, assembly and distribution of advanced therapeutic solutions for the minimally invasive treatment of complex vascular diseases. We collaborate with industry specialists and physicians who are key opinion leaders to develop and offer physicians and patients new and differentiated devices to improve outcomes in complex peripheral and coronary interventions.

Coronary artery disease ("**CAD**") is a common form of cardiovascular disease and is primarily caused by lesions consisting of plaque in the arteries surrounding the heart. As plaque accumulates, the diameter of the arterial lumen narrows resulting in reduced or stopped blood flow. This disease is generally treated by way of percutaneous transluminal coronary angioplasty ("**PTCA**") and stenting.

Peripherial artery disease ("**PAD**") is an obstruction of the blood flow in the peripheral arteries. It occurs commonly in the arteries of the pelvis and legs. It can result from the slow accumulation of plaque over time or the sudden formation of a blood clot which leads to arterial narrowing or blockage of a vessel. PAD may be treated by percutaneous transluminal angioplasty ("**PTA**") or various other interventional techniques.

Angioplasty (PTCA and PTA) is the technique where a small incision is made, typically in the patient's thigh and a small catheter is inserted on a steerable "guide wire" to reach the narrowed section of the artery. A balloon catheter is pushed across the narrowed part of the artery and inflated temporarily to open up the narrowing by pushing outward on the plaque and on the wall of the vessel for improved blood flow in that part of the artery. After inflation, the balloon is deflated and removed so no part of the balloon catheter is left behind in the artery. In some cases, a stent may be inserted at the time of ballooning to ensure the vessel remains open.

BUSINESS STRATEGIES AND FUTURE PLANS

To deepen and leverage existing collaborative relationships

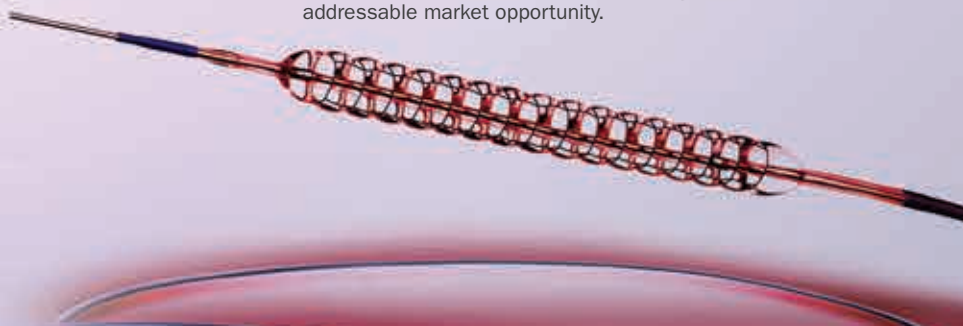
- As part of our efforts to explore and develop new distribution options, we have entered into an exclusive distribution agreement with Cordis.
- We anticipate that this collaboration will help to validate and rapidly advance the commercialisation of our products by opening access to new geographical markets and customers.
- As at the Latest Practicable Date, Cordis is only distributing our Chocolate PTA in the United States.

To rapidly and concurrently advance pipeline products and improve existing products

- We have built a fully integrated set of capabilities that are critical to our ability to discover, optimise and develop complex peripheral and coronary interventions pipeline product candidates in a rapid and efficient manner.
- Our research and development efforts will be focused on developing low risk, high impact products that expand our Chocolate product line.

Expand the operations of our Group through (i) improving existing infrastructure and (ii) building our brand name further and increasing awareness of our Group's products

- We intend to scale up our assembly facilities in Singapore through
  - (i) adopting new technical capabilities such as catheter coating, and
  - (ii) increasing manpower, so as to increase our assembly capacity in Singapore.
- We intend to increase physician acceptance and usage of our products through a combination of direct sales and partnering with our distribution partners, Cordis, Weigao and Century Medical.
- Through our collaboration with Cordis and our other distributors, we intend to step up our participation in international and local conferences, host more training events, participate and coordinate more educational sessions and reach out to new accounts worldwide.
- We will work closely with key opinion leaders to support a broad range of commercial and training activities as part of our efforts to launch a new coronary program to expand our addressable market opportunity.



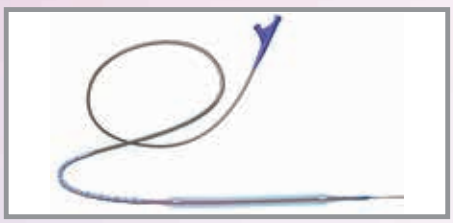
PRODUCT PORTFOLIO

CHOCOLATE PTA Balloon Catheter

- Peripheral balloon catheter
- Designed to provide atraumatic dilation in the treatment of blocked arteries
- Unique nitinol constraining structure design creates uniform "pillows" and "valleys" that allow for plaque modification
- Associated with very low rates of dissections and bail-out stenting(1)
- Distributed by Cordis
- Drug Coated Chocolate® (DCC) is in development
- Coronary version, Chocolate® PTCA, is in development

Note:
(1) Refer to Clinical Results

GLIDER XTREME PTA Balloon Catheter



- Peripheral balloon catheter
- Features a unique “slide lock” mechanism
- Exceptional pushability and crossability, targeting complex lesions in the distal peripheral vasculature
- Features a braided mid-section and a hydrophilic coated shaft (to reduce friction)
- Available in a wide variety of diameters and lengths of up to 200mm

GLIDERFLEX PTA Balloon Catheter

- Peripheral balloon catheter
- Features a continuous braided shaft
- Allows easy maneuverability and resists kinking when navigating through a tortuous anatomy
- Provides torque transmission to its distal tip
- Available in a wide variety of diameters and lengths of up to 300mm

GLIDER PTCA Balloon Catheter

- Coronary balloon catheter
- We believe, the only torqueable balloon angioplasty catheter
- Features a unique design that optimises side branch ostium expansion when treating bifurcations by allowing full dilatation of side branch ostium
- Clinical studies demonstrate its ability to cross lesions in 6 out of 7 cases after other technologies have failed to make such crossings

CLINICAL RESULTS

- Use of Chocolate PTA was associated with high rates of treatment success and limb preservation and very low rates of dissections and bail-out stenting for patients with PAD. The study included a broad range of patients with advanced disease in their legs.

Procedural Success

	ATK(1) patients	BTK(2) patients
Treatment was conducted without major dissection	98%	99%
Achieved less than 30% diameter stenosis	90%	94%
Bail-out stenting was not required	94%	97%

Clinical Outcomes
BTK patients (3 month) and ATK patients (6 month)

	ATK(1) patients	BTK(2) patients
No major adverse events following procedure	89%	90%
Re-intervention of the limb was not required	89%	93%
Limb preservation	96%	97%

Notes:
(1) ATK patients are patients with atherosclerotic disease mainly in above-the-knee vessels
(2) BTK patients are patients with atherosclerotic disease mainly in below-the-knee vessels

COMPETITIVE STRENGTHS

We have generated positive clinical data

- Chocolate PTA achieved a 0% failure rate during a human trial study on 22 patients in Germany and New Zealand for one year, and subsequent follow-ups showed no complications.
- Data(1) from the first 350 patients of a separate human trial study of the Chocolate PTA in the United States showed high rates of treatment success and limb preservation. There were also very low rates of dissections and bail-out stenting for patients with PAD.

Our products offer compelling solutions for the treatment of complex vascular diseases

- Chocolate PTA reduces the strain and trauma induced on the vessel walls during inflation through the use of modules, reducing the risk of complications as compared with conventional balloons and stents.
- Chocolate PTA is able to avoid some of the long term complications associated with stents as it is not a permanent implant.

Our distributorship agreement with Cordis will help increase our reach and network of customers

- Our distribution arrangement with Cordis will help to validate and rapidly advance the commercialisation of our peripheral and coronary products by opening access to new geographical markets and customers that we do not currently reach.

We are strategically located in Singapore, a hub of Asia and have access to the markets in the PRC and Japan through distribution agreements

- The business-friendly environment in Singapore will allow us to use Singapore as the Asian hub for our Asian focused marketing activities.

We place high emphasis on product quality, R&D and assembly processes

- We collaborate closely with physician experts to identify large unmet clinical needs and our engineers then focus on developing products aimed at addressing these clinical needs.
- We have in place internal checks to ensure quality control, and extend these internal checks to our third party suppliers.

We build strong relationships with our customers

- We provide support across customer organisations.
- We make sure to offer products that have both clinical care benefits to patients and support hospitals in their efforts to manage the overall costs of care.

We have established and reputable shareholders

- Three Arch Partners is a healthcare fund which has internally incubated more than a dozen start-up healthcare companies.
- Luminor Pacific Fund 1 is a private equity healthcare-focused fund based in Singapore approved under the Singapore government's global investor programme.
- BMSIF is a wholly-owned subsidiary of EDB Investments, a strategic investment fund owned by the EDB.

We have an experienced Board and management team

- Our CEO, Dr Eitan Konstantino, has more than 15 years of experience in the medical technology industry.
- Our board of Directors include several industry leaders with experience in high growth companies such as Biosensors International Group, Ltd., Access Closure Inc., and General Surgical Innovations.

We have an established reputation

- In the United States, we are presently selling to more than 150 hospitals.
- Our subsidiary, TriReme US, was recognised by the City of Pleasanton for its ongoing contributions to the strength of the economy locally and positive impacts to the quality of life globally.

Note:

(1) Refer to Clinical Results

PROSPECTS

Increase in the over 65 year old population

- Healthcare and nutrition have improved in developed countries over the last few decades, leading to increased life expectancies.
- The elderly population in Europe is currently estimated at 125 million people, and is expected to grow to 140 million in 2020.
- In the PRC, it is estimated that 8.4% of the population is over 65 years old and this is forecasted to reach 11.7% in 2020.

More effective treatments

- Long-term clinical data regarding the eventual outcome of plain old balloon angioplasty procedures is now available.
- Clinical data coming from the regulatory approval process are adding further encouragement to physicians and patients alike that these procedures are safe and effective.

Changes in healthcare coverage and amount spent

- Many countries are making the health of their population a priority in the forthcoming decades, but are also trying to limit the overall healthcare spending, thereby driving the trend for more affordable healthcare.
- The United States has recently enacted the Affordable Care Act, which requires people to be under some form of health coverage, either privately through their employers or through the new government sponsored healthcare exchange.
- The PRC has had a long-term goal to ensure its massive population has access to healthcare.

SUBSTANTIAL SHAREHOLDERS

- Three Arch Partners IV, L.P.
- Luminor Pacific Fund I, Ltd.
- Biomedical Sciences Investment Fund Pte Ltd

MAIN DISTRIBUTORS

Cordis Corporation (a wholly-owned subsidiary of Johnson & Johnson)

- Entered into the Cordis Distribution Agreement for the distribution of our:
  - (i) peripheral products (excluding our DCC) in the United States;
  - (ii) peripheral and coronary products worldwide outside the United States, with the exception of Japan and the PRC; and
  - (iii) coronary products, our DCC and our drug-coated Chocolate PTCA in the PRC,

  on an exclusive basis
- As at the Latest Practicable Date, Cordis is only distributing our Chocolate PTA in the United States

Weihai Weigao Medical Devices, Ltd. (威海威高医疗器械有限公司)

- Exclusive distributor for our GliderXtreme PTA, GliderfleX PTA and Chocolate PTA in the PRC
- Received CFDA approval for GliderXtreme PTA
- GliderfleX PTA and Chocolate PTA will be distributed in the PRC upon obtaining CFDA approvals

Century Medical, Inc.

- Exclusive importer and distributor of our PTA and PTCA products in Japan
- Received PMDA approval for GliderXtreme PTA and Glider PTCA

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CORPORATE INFORMATION

BOARD OF DIRECTORS	:	Mark Allen Wan (Non-Executive Chairman) Dr Eitan Konstantino (Chief Executive Officer) Robert Michael Kleine (Lead Independent Director) Gregory David Casciaro (Independent Director) Hoon Ching Sing (Independent Director)
COMPANY SECRETARY	:	Tan Siew Hua (ACIS) Low Mei Wan (ACIS)
REGISTERED OFFICE	:	80 Robinson Road #02-00 Singapore 068898
SHARE REGISTRAR AND SHARE TRANSFER OFFICE	:	**Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte. Ltd.)** 80 Robinson Road #02-00 Singapore 068898
MANAGER, SPONSOR AND JOINT PLACEMENT AGENT	:	**PrimePartners Corporate Finance Pte. Ltd.** 20 Cecil Street #21-02 Equity Plaza Singapore 049705
JOINT PLACEMENT AGENT	:	**UOB Kay Hian Private Limited** 8 Anthony Road #01-01 Singapore 229957
INDEPENDENT AUDITORS AND REPORTING ACCOUNTANTS	:	**KPMG LLP** 16 Raffles Quay #22-00 Hong Leong Building Singapore 048581 Partner-in-charge: Chu Sook Fun (a member of the Institute of Singapore Chartered Accountants)
SOLICITORS TO THE PLACEMENT AND LEGAL ADVISERS TO OUR COMPANY ON SINGAPORE LAW	:	**ATMD Bird & Bird LLP** 2 Shenton Way #18-01 SGX Centre 1 Singapore 068804
LEGAL ADVISERS TO OUR COMPANY ON UNITED STATES LAW	:	**Wilson Sonsini Goodrich & Rosati** 650 Page Mill Road Palo Alto CA 94304 United States of America

CORPORATE INFORMATION

LEGAL ADVISERS TO THE (I) MANAGER, SPONSOR AND JOINT PLACEMENT AGENT; AND (II) JOINT PLACEMENT AGENT ON UNITED STATES FEDERAL SECURITIES LAW	:	**Allen & Overy LLP** 50 Collyer Quay #09-01 OUE Bayfront Singapore 049321
INDUSTRY RESEARCH CONSULTANT	:	**Redwood Valuation Partners, LLC** 400 Hamilton Avenue, 4th Floor Palo Alto CA 94301 United States of America
INDEPENDENT FINANCIAL ADVISER	:	**SAC Capital Private Limited** 1 Robinson Road #21-02 AIA Tower Singapore 048542
PRINCIPAL BANKER	:	**Citibank Singapore Limited** 8 Marina View #21-01 Asia Square Tower 1 Singapore 018960
RECEIVING BANKER	:	**Citibank Singapore Limited** 8 Marina View #21-01 Asia Square Tower 1 Singapore 018960

In this Offer Document and the accompanying Application Forms, the following definitions apply where the context so admits:

Companies within our Group

"Company"	:	QT Vascular Ltd.
"Group"	:	Our Company and our subsidiaries
"Group Company"	:	Any of our Company or subsidiaries
"Quattro Vascular"	:	Quattro Vascular Pte. Ltd.
"TriReme US"	:	TriReme Medical, LLC, a Delaware limited liability company and its predecessor TriReme Medical, Inc., a Delaware corporation
"TriReme SG"	:	TriReme Medical (Singapore) Pte. Ltd.

Other corporations, agencies and entities

"Adams Street 2006"	:	Adams Street 2006 Direct Fund, L.P.
"Adams Street 2007"	:	Adams Street 2007 Direct Fund, L.P.
"AngioScore"	:	AngioScore, Inc.
"Authority"	:	The Monetary Authority of Singapore
*"Bio*One Capital"*	:	Bio*One Capital Pte Ltd
"BMSIF"	:	Biomedical Sciences Investment Fund Pte Ltd
"Century Medical"	:	Century Medical Inc.
"CDP"	:	The Central Depository (Pte) Limited
"CFDA"	:	China Food and Drug Administration
"Cordis"	:	Cordis Corporation, a wholly owned subsidiary of Johnson & Johnson
"CPF"	:	The Central Provident Fund
"DHHS"	:	Department of Health and Human Services, United States
"EC"	:	European Commission
"EDB"	:	Economic Development Board of Singapore
"EDB Investments"	:	EDB Investments Pte Ltd

"EDBI"	:	EDBI Pte Ltd
"FDA"	:	US Food and Drug Administration
"IFA" or "Independent Financial Adviser"	:	SAC Capital Private Limited
"Johnson & Johnson"	:	Johnson & Johnson Corporation
"Joint Placement Agent(s)"	:	PPCF and UOB Kay Hian
"HSA"	:	Health Science Authority of Singapore
"IRAS"	:	Inland Revenue Authority of Singapore
"ISO"	:	International Organisation for Standardisation
"J&JDC"	:	Johnson & Johnson Development Corporation, a wholly owned subsidiary of Johnson & Johnson
"Luminor Pacific Fund 1"	:	Luminor Pacific Fund 1 Ltd.
"Luminor Pacific Fund 2"	:	Luminor Pacific Fund 2 Ltd.
"PMDA"	:	Pharmaceuticals and Medical Device Agency of Japan
"PPCF", "Manager" or "Sponsor"	:	PrimePartners Corporate Finance Pte. Ltd.
"SGX-ST" or "Exchange"	:	Singapore Exchange Securities Trading Limited
"Share Registrar"	:	Tricor Barbinder Share Registration Services
"Singapore Medtech Accelerator"	:	Singapore Medtech Accelerator Pte. Ltd.
"Solicitors to the Placement"	:	ATMD Bird & Bird LLP
"Three Arch Associates"	:	Three Arch Associates IV, L.P.
"Three Arch Partners"	:	Three Arch Partners IV, L.P.
"UOB Kay Hian"	:	UOB Kay Hian Private Limited
"Weigao"	:	Weihai Weigao Medical Devices, Ltd. (威海威高医疗器械有限公司)

General

"2011 Notes"	:	The convertible promissory notes issued to Luminor Pacific Fund 1, Three Arch Partners and Three Arch Associates with an aggregate principal amount of S$9,000,000
"2005 Stock Plan"	:	The TriReme US share option plan
"2010 Equity Incentive Plan"	:	The Quattro Vascular share option plan
"2014 QTV Employee Share Option Scheme" or "Scheme"	:	The employee share option scheme adopted by our Company on 9 April 2014
"25 September 2013 Note and Warrant"	:	The convertible promissory note and warrant issued by TriReme SG to Luminor Pacific Fund 2 on 25 September 2013
"30 August 2013 Notes and Warrants"	:	The convertible promissory notes and warrants issued by TriReme SG to BMSIF, Three Arch Associates and Three Arch Partners on 30 August 2013
"9M"	:	The nine (9) month financial period ended 30 September
"Additional Capitalisation"	:	Collectively, steps 11 to 16 of the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document
"Application Forms"	:	The printed application forms to be used for the purpose of the Placement and which form part of this Offer Document
"Application List"	:	The list of applications for subscription of the Offer Shares
"Articles" or "Articles of Association"	:	The articles of association of our Company
"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; or (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30.0% or more of the aggregate of the nominal amount of all the voting shares;

		(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 30.0% or more
"Associated Company"	:	In relation to a corporation, means: (a) any corporation in which the corporation or its subsidiary has, or the corporation and its subsidiary together have, a direct interest of not less than 20.0% but not more than 50.0% of the aggregate of the nominal amount of all the voting shares; or (b) any corporation, other than a subsidiary of the corporation or a corporation which is an associated company by virtue of paragraph (a), the policies of which the corporation or its subsidiary, or the corporation together with its subsidiary, is able to control or influence materially
"Audit Committee"	:	The audit committee of our Company as at the date of this Offer Document, unless otherwise stated
"Board" or "Board of Directors"	:	The board of Directors of our Company as at the date of this Offer Document, unless otherwise stated
"Catalist"	:	The Catalist Board of the SGX-ST
"Catalist Rules"	:	Any or all of the rules in Section B of the Listing Manual: Rules of Catalist, as amended, supplemented or modified from time to time
"CEO"	:	Chief Executive Officer
"CFO"	:	Chief Financial Officer
"CIIA TriReme"	:	The confidential information, invention assignment and arbitration agreement dated 23 October 2009 and entered into between our CEO, Dr Eitan Konstantino and our Company
"CIIA QTV"	:	The confidential information, invention assignment and arbitration agreement and entered into between our CEO, Dr Eitan Konstantino and our Company
"Companies Act"	:	The Companies Act (Chapter 50) of Singapore, as amended, modified or supplemented from time to time
"Consultancy Agreement"	:	The consultancy agreement dated 1 January 2007 and entered into by TriReme US and Michal Konstantino, the spouse of our CEO, Dr Eitan Konstantino

"Controlling Shareholder"	:	In relation to a corporation, (a) a person who has an interest in the voting shares of a corporation and who exercises control over the corporation; or (b) a person who has an interest of 15.0% or more of the aggregate of the nominal amount of all the voting shares in a corporation, unless he does not exercise control over the corporation
"Consultant"	:	Means a "Consultant" as defined in the QTV 2013 Share Plan, 2010 Equity Incentive Plan and the 2005 Stock Plan being with respect to the (i) QTV 2013 Share Plan, any individual (not being an entity or non-natural person), including an advisor, engaged by our Company or its parent or subsidiary to render services to such entity, (ii) 2010 Equity Incentive Plan, any individual (not being an entity or non-natural person), including an advisor, engaged by Quattro Vascular or its parent or subsidiary to render services to such entity, or (iii) any person who is engaged by TriReme US or its parent or subsidiary to render consulting or advisory services to such entity
"Cordis Distribution Agreement"	:	Means the exclusive distribution agreement dated 5 February 2014 and entered into by our Company and Cordis, details of which are described in the section entitled "General Information on our Group – Supplier and Distributorship Agreements" of this Offer Document
"Directors"	:	The directors of our Company as at the date of this Offer Document, unless otherwise stated
"Entity at Risk"	:	(a) Our Company; (b) A subsidiary of our Company that is not listed on the SGX-ST or an approved exchange; or (c) An Associated Company that is not listed on the SGX-ST or an approved exchange, provided that our Group or our Group and our Interested Person(s), has control over the Associated Company
"EPS"	:	Earnings per Share
"Executive Directors"	:	The executive directors of our Company as at the date of this Offer Document, unless otherwise stated
"Executive Officers"	:	The executive officers of our Group as at the date of this Offer Document, unless otherwise stated
"Existing Shareholders"	:	The existing shareholders of our Company following the Restructuring Exercise and Additional Capitalisation and immediately prior to the Placement

"FRS"	:	Singapore Financial Reporting Standards
"FY"	:	Financial year ended or ending 31 December, as the case may be
"GST"	:	Goods and Services Tax
"IFA Letter"	:	The Independent Financial Adviser's letter dated 16 April 2014, as set out in Appendix J of this Offer Document
"Independent Directors"	:	The independent directors of our Company as at the date of this Offer Document, unless otherwise stated
"Industry Report"	:	The industry report dated 14 February 2014 for the medical device market for PAD in the US, Asia and Europe
"Interested Person"	:	(a) A director, CEO or Controlling Shareholder of our Company; or (b) An Associate of any such director, chief executive officer or Controlling Shareholder
"Interested Person Transaction"	:	A transaction between an Entity at Risk and an Interested Person
"Issue Price"	:	S$0.28 for each Placement Share
"J&JDC Convertible Loan"	:	The interest-bearing convertible loan amounting in aggregate to US$2,500,000 extended by J&JDC to our Company
"J&JDC CLA"	:	The convertible loan agreement dated 10 January 2014 and entered into between our Company and J&JDC for the extension to our Company by J&JDC of the J&JDC Convertible Loan
"Latest Practicable Date"	:	18 March 2014, unless otherwise indicated, being the latest practicable date prior to the submission of this Offer Document to the SGX-ST
"Listing"	:	The listing of our Company and the quotation of our Shares on Catalist
"LPS"	:	Loss per Share
"Management Agreement"	:	The management and full sponsorship agreement dated 16 April 2014 entered into between our Company and PPCF pursuant to which PPCF shall manage and sponsor the Listing, details as described in the section entitled "General and Statutory Information – Management Arrangement" of this Offer Document
"Market Day"	:	A day on which the SGX-ST is open for trading in securities

"Master Reorganisation Agreement"	:	The master reorganisation agreement dated 11 July 2013 and entered into by our Company and Quattro Vascular, TriReme US and TriReme SG
"NAV"	:	Net asset value
"Nominating Committee"	:	The nominating committee of our Company as at the date of this Offer Document, unless otherwise stated
"NTA"	:	Net tangible assets (after non-controlling interests)
"Options"	:	The existing share options which were granted pursuant to the 2005 Stock Plan, the 2010 Equity Incentive Plan, and the QTV 2013 Share Plan
"Option Shares"	:	The new Shares which may be allotted and issued up on the exercise of the Options
"Pacal"	:	Pacal Consulting Pte. Ltd.
"Pacal Agreement"	:	The agreement dated 13 January 2014 and entered into between our Company, TriReme SG, TriReme US and Pacal
"PAT"	:	Net profit attributable to owners of our Company
"PBT"	:	Profit before taxation
"PER"	:	Price earnings ratio
"Period Under Review"	:	The period which comprises FY2010, FY2011, FY2012 and 9M2013
"Placement"	:	The placement of the Placement Shares by the Joint Placement Agents on behalf of our Company for subscription at the Issue Price, subject to and on the terms and conditions of this Offer Document
"Placement Agreement"	:	The placement agreement dated 16 April 2014 and entered into between our Company and the Joint Placement Agents pursuant to which the Joint Placement Agents agreed to subscribe and/or procure purchasers for and/or subscribers for the Placement Shares, as described in the section entitled "General and Statutory Information – Placement Arrangement" of this Offer Document
"Placement Shares"	:	The 196,429,000 new Shares which are the subject of the Placement
"PPCF Shares"	:	The 7,558,828 new Shares to be issued and allotted to PPCF as part of PPCF's professional fees as the Manager and Sponsor
"PRC"	:	The People's Republic of China

"Pre-IPO CLA"	:	The convertible loan agreement and supplemental convertible loan agreements dated 24 September 2013, 4 October 2013 and 7 October 2013 and entered into between our Company and the Pre-IPO Investors for the extension to our Company by the Pre-IPO Investors of the Pre-IPO Convertible Loan
"Pre-IPO Convertible Loan"	:	The interest-bearing convertible loan amounting in aggregate to S$11,975,000 extended by the Pre-IPO Investors to our Company
"Pre-IPO Investors"	:	Collectively, Phillip Ventures Enterprise Fund 3 Ltd, Juniper Capital Ventures (Pte) Ltd, Hoe Leong Co. (Pte) Ltd., Steven Lim Tiong Kheng, Jeremy Lee Sheng Poh, Tan Chin Hwee, Tommie Goh Thiam Poh, Roger Yeo Kok Tong, Neoh Chin Chee, Valentin Schillo, Lim Chye Huat @ Bobby Lim Chye Huat, Nai Boon Hiong, Ramesh Chandiramani, Soo Kok Leng, Lim Kam Lo, Robert M. Bersin, Robert Earl Beasley, Steve Edward Crowell and UVM 2 Venture Investments LP
"Preference Shares"	:	Collectively, the Series A-1, A-2, A-3, A-4, A-5, A-6 and Series B preference shares in the capital of our Company
"QTV 2013 Share Plan"	:	The share option plan adopted by the Board following the completion of steps 1 to 7 of the Restructuring Exercise
"Quattro Vascular Series B SSA"	:	The Quattro Vascular Series B Subscription Agreement dated 30 June 2011 (as amended on 17 November 2011 and 16 March 2012) and entered into between Quattro Vascular and Luminor Pacific Fund 1, TriReme US, Emerald Apex Pte Ltd, Kwan Chee Seng, Foo Fatt Kah, Kantilal Champaklal, Firstlink Investments Corporation Ltd, Angelic Cheah and Aventine Ventures Pte Ltd
"Quattro Vascular SPA"	:	The sale and purchase agreement dated 11 July 2013 and entered into between our Company and the Quattro Vascular Vendors for the acquisition of 62.42% of the issued and paid-up shares in Quattro Vascular
"Quattro Vascular Vendors"	:	Collectively, Dr Eitan Konstantino, Tanhum Feld, Aventine Ventures Pte. Ltd., E. Tina Cheng, Angelic Cheah, Emerald Apex Pte. Ltd., Firstlink Investment Corporation Limited, Foo Fatt Kah, Heng Lee Kwang, James Howard Dreher, Kantilal Champaklal, Kwan Chee Seng, Luminor Pacific Fund 1 and Soh Syan Hui
"Remuneration Committee"	:	The remuneration committee of our Company as at the date of this Offer Document, unless otherwise stated
"Restructuring Exercise"	:	Collectively, steps 1 to 10 of the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document
"Securities Account"	:	The securities account maintained by a depositor with CDP but does not include a securities sub-account

"Selective Off-Market Acquisition Agreement"	:	The agreement dated 31 October 2013 for the selective off-market acquisition of 3,502 Ordinary Shares and 12,971 Series A-3 Preference Shares
"Series B SSA"	:	The Series B Preference Shares subscription agreement dated 11 July 2013 entered into between our Company and the Series B Subscribers for the issue and allotment of the Series B Preference Shares and transfer of all liabilities and obligations under the financial instruments issued by our Subsidiaries to our Company
"Series B Subscribers"	:	Collectively Adams Street 2006, Adams Street 2007, BMSIF, Millennium Life Sciences, Three Arch Associates, Three Arch Partners, Peter William John Stonebridge, Luminor Pacific Fund 1, Ramaiah Living Trust, Andreas Wali, Jennifer Ashmore, Steven Crowell, Jonathan Stephen Dreaden, Chris DeSantis and Satyaprakash Makam
"Service Agreement"	:	The service agreement entered into between our Company and our CEO, Dr Eitan Konstantino, as set out in the section entitled "Directors, Management and Staff – Service Agreement" of this Offer Document
"SFA" or "Securities & Futures Act"	:	The Securities and Futures Act (Chapter 289) of Singapore, as amended or modified from time to time
"SGXNET"	:	Singapore Exchange Network, the corporate announcement system maintained by the SGX-ST for the submission of announcements by listed companies
"Share(s)" or "Ordinary Share(s)"	:	Ordinary share(s) in the capital of our Company
"Shareholder(s)"	:	Registered holder(s) of Share(s), except where the registered holder is CDP, the term "Shareholders" shall, in relation to such Shares mean the Depositors whose Securities Accounts are credited with Shares
"Singapore"	:	The Republic of Singapore
"Subdivision"	:	The subdivision of each Share into 16 Shares
"Substantial Shareholder"	:	A person who has an interest in the Share(s), the total votes attached to which is not less than 5.0% of the total votes attached to all the voting shares of our Company
"TriReme SG 2011 NPA"	:	The convertible note purchase agreement dated 3 August 2011

"TriReme SG 2012 NWPA"	:	The convertible promissory note and warrant purchase agreement dated 16 November 2012 (as amended on 9 April 2013 and 10 June 2013) and entered into between TriReme SG and Peter William Stonebridge, Luminor Pacific Fund 1, Three Arch Partners, Three Arch Associates, BMSIF, Ramaiah Living Trust dated 9/04, Andreas Wali, Jennifer Ashmore, Chris DeSantis and Satyaprakash Makam
"TriReme US 2012 NWPA"	:	The convertible promissory note and warrant purchase agreement dated 27 January 2012 (as amended on 10 July 2012 and 16 November 2012) and entered into between TriReme US, Adams Street 2006, Adams Street 2007, BMSIF, Three Arch Partners and Three Arch Associates
"TriReme US 2013 NWPA"	:	The convertible promissory note and warrant purchase agreement dated 12 June 2013 and entered into between TriReme US and Millennium Life Science
"TriReme US Series D SPA"	:	The TriReme US Series D Stock Purchase Agreement dated 5 November 2009 and entered into between TriReme US, Three Arch Partners, Three Arch Associates, Polycomp Trust Company Cust FBO J. Casey McGlynn, WS Investment, LLC (2009A), WS Investment Company, LLC (2009C), Henry A. Plain and Lisa M. Plain, Trustees of the Plain Family Trust, U/D/T dated September 7, 1994, Andrew and Jill Ellner, JWROS, Yellowstone Life Sciences, L.P., Drexler Family Trust U/D/T dated 5/23/96, David Chandler, Trustee Boaz Heller 2001 Trust U/A DTD Aug 20, 2001, David Chandler, Trustee Jonah Heller 2001 Trust U/A DTD Aug 20, 2001, David Chandler, Trustee Rebecca Elizabeth Heller 2001 Trust U/A DTD Aug 20, 2001, BMSIF, Adams Street 2006, Adams Street 2007, JPMorgan as Custodian FBO Henry A. Plain, Jr. IRA (W21767004), Mark A. Fuller III, Konstantin Family Investment Limited Partnership, WS Investment Company, LLC (2010A) and Benny Konstantin
"TriReme US SPA"	:	The sale and purchase agreement dated 11 July 2013 and entered into between our Company and the TriReme US Vendors for the acquisition of 100% of the issued and outstanding shares of capital stock of TriReme US

"TriReme US Vendors"	:	Collectively, our CEO, Dr Eitan Konstantino, Tanhum Feld, OCI Limited, The Schow Family Trust, Adams Street 2006, Adams Street 2007, Andrew and Jill Ellner, JWROS, Three Arch Associates, BMSIF, Three Arch Partners, SF Sentry, LLC, James Dreher and Tracy Brennan as Community Property with Right of Survivorship, Ephraim Heller, Trustee of the Ephraim Heller Separate Property Trust, E. Tina Cheng, Brant G. Gard and Jane P. Gard as community property, Henry A. Plain and Lisa M. Plain, Trustees of the Plain Family Trust, Incept, LLC, Martin Leon, Amr Salahieh, Stefan Widensohler, Stuart Epstein, Ann Hopkins, Michael Jaff, Daniel Dadourian, Ted Tussing, Stefan Widensohler, Paul Candau, Gary McCord, Yuh Jane Lee, Michael A. Marks as Community Property, Remedios Roe, Amy Buchert, Terry DeMaree, Isaac Applbaum, Paul G. Bond, Daniel Dadourian, Yair Ephrati, Stuart Epstein, Jesse M. Fried and Naomi A. Fried as Joint Tenants with Rights of Survivorship, Chia-Pin Hsiao and Yuh Jane Lee, Trustees of the Hsiao Family Revocable, Konstantin Family Investment Limited Partnership, Benny Konstantin, KT4 Partners, LLC, Cal National Bank Cust FBO J. Casey McGlynn, Oded Netzer and Regina Malca Netzer, Henry A. Plain and Lisa M. Plain, Trustees of the Plain Family Trust, Arch C. Smith, Ted Tussing, WS Investment Company, LLC, Silvestro Conte, Alex Abizaid, David Aziz and Aliza Aziz, Joint Tenancy with Right of Survivorship, Michael Eli Barricks, Eric Bergman, Stephen G. Berliner and Meryl Fine Berliner, as Tenants in Common, Andrew Brenner, David Chenok, Drexler Family Trust, Easton Capital Corp. Defined Benefit Plan, FGR Holdings, LLC, Mark A. Fuller III, George Georgiou and Mary Jean Dotis TIC, David Lee Gluck, David Chandler, Trustee Boaz Heller, David Chandler, Trustee Jonah Heller, Jonathan and Constance Heller Living Trust, David Chandler, Trustee Rebecca Elizabeth Heller, Tomoaki Hinohara, JCAR Realty, LLC, Puneet Khanna, Konstantin Family Investment Limited Partnership, Richard Koomey, Peter G. Loewenstein and Helen M. Loewenstein, Trustees of the Peter and Helen Loewenstein Family Trust, Dan Maydan Trustee, Revocable Trust Marital Share, Cal National Bank Cust FBO J. Casey McGlynn, Edward J. Meyer, Jeff Monassebian and Sandra Monassebian, as joint tenants, Pourrat Monahemi, Roni Ovadia and Julie Ann Ovadia Revocable Living Trust, Henry A. Plain and Lisa M. Plain, Trustees of the Plain Family Trust, Steven J. Rotter, L Salahieh and A Salahieh TTEE The Am Rou and Laila Salahieh, Elton Satusky, David L. Scher, Liora Siemion and Michael Siemion with rights of survivorship, Howard and Jill Spechler, in joint tenancy with right of survivorship, Storie Partners, L.P., Todd Wilkof, Yellowstone Equity Partners VI, Ltd,, National Financial Services, LLC, Henry A. Plain and Lisa M. Plain, Trustees of the Plain Family Trust, National Financial Services, LLC, David Chandler, Trustee Rebecca Elizabeth Heller and Polycomp Trust Company

"USA" or "United States" or "US"	:	United States of America
"US Securities Act"	:	The United States Securities Act of 1933, as amended
"Warrants"	:	Means the warrants assumed by our Company pursuant to step 6 of the Restructuring Exercise, details of which are set out in paragraph 6 of section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document

Currencies, Units and Others

"US$"	:	United States dollars, the lawful currency of the United States of America
"S$" and "cents"	:	Singapore dollars and cents respectively, the lawful currency of the Singapore
"%" or "per cent."	:	Per centum

Names used in this Offer Document		**Names in Passport**
"Dr Milstein"	:	Dr Alexander M. Milstein
"Gregory Casciaro"	:	Gregory David Casciaro
"Jeremy Hoon"	:	Hoon Ching Sing
"Mark Wan"	:	Mark Allen Wan
"Maria Pizarro"	:	Maria De Jesus Pizarro
"Michael Kleine"	:	Robert Michael Kleine
"Momi Brosh"	:	Brosh Momi Mimon
"Randal Farwell"	:	Randal Harris Farwell

The expressions "**Depositor**", "**Depository Agent**" and "**Depository Register**" shall have the meanings ascribed to them respectively in Section 130A of the Companies Act.

The terms "**related corporation**", "**related entity**", "**subsidiary entity**" and "**substantial interest-holder**" shall have the same meanings ascribed to them respectively in Paragraph 1 of the Fourth Schedule of the Securities and Futures (Offer of Investments) (Shares and Debentures) Regulations 2005.

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

Any reference in this Offer Document and/or the Application Form to any statute or enactment is a reference to that statute or enactment as for the time being amended or re-enacted. Any word defined under the Companies Act, the SFA or any statutory modification thereof and used in this Offer Document and the Application Form shall, where applicable, have the meaning assigned to it under the Companies Act, the SFA or any statutory modification thereof, as the case may be.

Any reference in this Offer Document and/or the Application Form to Shares being allotted to an applicant includes allotment to CDP for the account of that Applicant.

Any reference to a time of day in this Offer Document and/or the Application Forms shall be a reference to Singapore time, unless otherwise stated.

References in this Offer Document to "**our Group**", "**we**", "**our**", "**us**", or other grammatical variations thereof refer to our Company, our Group or any member of our Group, as the context requires.

Any discrepancies in the tables included herein between the listed 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.

Our Products and pipeline products

Antares	:	Antares® Coronary Stent System
Chocolate PTA	:	Chocolate® PTA Balloon Catheter
Chocolate PTCA	:	Chocolate® PTCA Balloon Catheter
DCC	:	Paclitaxel-Coated Chocolate® Balloon Catheter
Glider PTCA	:	Glider™ PTCA Balloon Catheter
GliderfleX PTA	:	GliderfleX® PTA Balloon Catheter
GliderXtreme PTA	:	GliderXtreme™ PTA Balloon Catheter
SILK PTA	:	SILK PTA Balloon Catheter
SILK PTCA	:	SILK PTCA Balloon Catheter

Other technical terms

Angioplasty	:	The technique of mechanically widening narrowed or obstructed arteries
Arteriovenous	:	Affecting both the arteries and the veins
ATK patients	:	Patients with atherosclerotic disease mainly in above-the-knee vessels
Balloon catheter	:	A type of soft catheter with an inflatable "balloon" at its tip, used during a catheterisation procedure to enlarge a narrow opening or passage within the body
Bifurcation	:	The site where a blood vessel divides into two (2) branches
BTK patients	:	Patients with atherosclerotic disease mainly in below-the-knee vessels
Bypass grafts	:	A type of surgery that improves blood flow
CE marking	:	A mandatory conformity marking for products sold in the European Economic Area, being the manufacturer's declaration that the product meets the requirements of the applicable EC directives
Drug-eluting	:	A device coated with drugs that are distributed to surrounding tissues

FDA 510(k) clearance	:	Clearance from the FDA for device manufacturers to market a medical device pursuant to section 510(k) of the Food, Drug and Cosmetic Act, requiring device manufacturers to register and to notify FDA of their intent to market a medical device at least 90 days in advance
Lumen	:	The inside space of an artery
Ostium	:	A small opening
Myocardial perfusion	:	Blood flow to the heart
Paclitaxel	:	A drug that is used to prevent in-stent restenosis by preventing mitosis
PAD	:	Peripheral artery disease
PTA	:	Percutaneous transluminal angioplasty
PTCA	:	Percutaneous transluminal coronary angioplasty
Rapid-exchange	:	A catheter system which provides a delivery vehicle, e.g. to carry a stent, through a patient's vasculature
Shonin approvals	:	Regulatory and reimbursement approval necessary for the importation, registration, marketing and sale of products in Japan granted by the Ministry of Health Labor and Welfare
Side branch	:	A smaller diagonal branch of a blood vessel to the main branch
Stenosis	:	An abnormal narrowing in a blood vessel
Stent	:	A mesh tube inserted into an artery to prevent or counteract constriction
Trackability	:	The flexibility of a stent or balloon and its ability to travel through curved areas in the arteries

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

All statements contained in this Offer Document, statements made in press releases and oral statements that may be made by us or our Directors, Executive Officers or employees acting on our behalf, that are not statements of historical fact, constitute "*forward-looking statements*". You can identify some of these forward-looking statements by terms such as "*expects*", "*believes*", "*plans*", "*intends*", "*estimates*", "*anticipates*", "*may*", "*will*", "*would*" and "*could*" or similar words. However, you should note that these words are not the exclusive means of identifying forward-looking statements. All statements regarding our expected financial position, business strategies, plans and prospects are forward-looking statements.

These forward-looking statements, including without limitation, statements as to:

(a) our revenue and profitability;

(b) expected growth in demand;

(c) expected industry trends and development;

(d) anticipated expansion plans; and

(e) other matters discussed in this Offer Document regarding matters that are not historical fact,

are only predictions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expected, expressed or implied by these forward-looking statements. These risks, uncertainties and other factors include, among others:

(a) changes in political, social, economic and stock or securities market conditions, and the regulatory environment in the countries in which we conduct business;

(b) changes in currency exchange or interest rates;

(c) our anticipated growth strategies and expected internal growth;

(d) changes in the availability and prices of goods and services which we require to operate our business;

(e) changes in customers' preferences;

(f) changes in competitive conditions and our ability to compete under such conditions;

(g) changes in our future capital needs and the availability of financing and capital to fund such needs;

(h) other factors beyond our control; and

(i) the factors described in the section entitled "Risk Factors" of this Offer Document.

These factors are discussed in greater detail in this Offer Document, in particular, but not limited to the discussions under the sections entitled "Risk Factors" and "Management's Discussion and Analysis of Results of Operations and Financial Position". All forward-looking statements made by or attributable to us, or persons acting on our behalf, contained in this Offer Document are expressly qualified in their entirety by such factors.

Given the risks and uncertainties that may cause our actual future results, performance or achievements to be materially different from that expected, expressed or implied by the forward-looking statements in this Offer Document, undue reliance must not be placed on these statements which apply only as at the date of this Offer Document. Neither our Company, the Manager and Sponsor, the Joint Placement Agents, nor any other person represents or warrants that our Group's actual future results, performance or achievements will be as discussed in those statements. Our actual future results may differ materially from those anticipated in these forward-looking statements as a result of the risks faced by us. Further, our Company, the Manager and Sponsor, and the Joint Placement Agents disclaim any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances for any reason, even if new information becomes available or other events occur in future.

We are, however, subject to the provisions of the SFA and the Catalist Rules regarding corporate disclosure. In particular, pursuant to Section 241 of the SFA, if after the registration of this Offer Document but before the close of the Placement, our Company becomes aware of (a) a false or misleading statement or matter in this Offer Document; (b) an omission from this Offer Document of any information that should have been included in it under Section 243 of the SFA; or (c) a new circumstance that has arisen since the registration of this Offer Document with the SGX-ST acting as agent on behalf of the Authority and would have been required by Section 243 of the SFA to be included in this Offer Document if it had arisen before this Offer Document was lodged and that is materially adverse from the point of view of an investor, we may, in consultation with the Manager and Sponsor and the Joint Placement Agents, lodge a supplementary or replacement offer document with the SGX-ST acting as agent on behalf of the Authority.

SELLING RESTRICTIONS

This Offer Document does not constitute an offer, solicitation or invitation to subscribe for the Placement Shares in any jurisdiction in which such offer, solicitation or invitation is unlawful or is not authorised or to any person to whom it is unlawful to make such offer, solicitation or invitation. No action has been or will be taken under the requirements of the legislation or regulations of, or of the legal or regulatory requirements of any jurisdiction, except for the filing and/or lodgement of this Offer Document in Singapore in order to permit a public offering of the Placement Shares and the public distribution of this Offer Document in Singapore. The distribution of this Offer Document and the offering of the Placement Shares in certain jurisdictions may be restricted by the relevant laws in such jurisdictions. Persons who may come into possession of this Offer Document are required by our Company, the Manager and Sponsor and the Joint Placement Agents to inform themselves about, and to observe and comply with, any such restrictions at their own expense and without liability to our Company, the Manager and Sponsor and the Joint Placement Agents.

Persons to whom a copy of this Offer Document has been issued shall not circulate to any other person, reproduce or otherwise distribute this Offer Document or any information herein for any purpose whatsoever nor permit or cause the same to occur.

The Placement Shares have not been, and will not be, registered under the US Securities Act and, subject to certain exemptions, may not be offered or sold within the United States. The Placement Shares are being offered and sold outside the United States in reliance on Regulation S under the US Securities Act. In addition, the Placement Shares may be offered and sold in the United States to a limited number of institutional "accredited investors" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the US Securities Act in transactions exempt from the registration requirements of the US Securities Act.

LISTING ON CATALIST

We have made an application to the SGX-ST for permission to deal in, and for quotation of, all our Shares already issued, the Placement Shares which are the subject of the Placement, the PPCF Shares and the Option Shares on Catalist. Such permission will be granted when we have been admitted to Catalist. The dealing in, and quotation of, our Shares, the Placement Shares, the PPCF Shares and the Option Shares will be in Singapore dollars.

Companies listed on Catalist may carry higher investment risk when compared with larger or more established companies listed on the Main Board of the SGX-ST. In particular, companies may list on Catalist without a track record of profitability and there is no assurance that there will be a liquid market in the shares or units of shares traded on Catalist. You should be aware of the risks of investing in such companies and should make the decision to invest only after careful consideration and, if appropriate, consultation with your professional adviser(s).

The Placement is made in or accompanied by this Offer Document that has been registered by the Exchange acting as agent on behalf of the Authority. We have not lodged or registered this Offer Document in any other jurisdiction.

Neither the Authority nor the Exchange has examined or approved the contents of this Offer Document. Neither the Authority nor the Exchange assumes any responsibility for the contents of this Offer Document, including the correctness of any of the statements or opinions made or reports contained in this Offer Document. The Exchange does not normally review the application for admission but relies on the Sponsor confirming that our Company is suitable to be listed and complies with the Catalist Rules. Neither the Authority nor the Exchange has in any way considered the merits of the Shares being offered for investment.

A copy of this Offer Document has been lodged with and registered by the Exchange acting as agent on behalf of the Authority. The registration of this Offer Document by the Exchange acting as agent on behalf of the Authority, does not imply that the SFA, or any other legal or regulatory requirements, or requirements under the Exchange's listing rules, has been complied with.

Acceptance of applications will be conditional upon, *inter alia*, the allotment and issuance of the Placement Shares and upon the permission granted by the Exchange to deal in, and for the listing and quotation of all our existing issued Shares, the Placement Shares, the PPCF Shares and the Option Shares. Monies paid in respect of any application accepted will be returned to you at your own risk, without interest or any share of revenue or other benefit arising therefrom, if the admission and listing do not proceed, and you will not have any claims against us, our Directors, the Manager and Sponsor and the Joint Placement Agents.

After the expiration of six (6) months from the date of registration of this Offer Document, no person shall make an offer of securities, or allot, issue or sell any of our Shares, on the basis of this Offer Document; and no officer or equivalent person or promoter of our Company will authorise or permit the offer of any of our Shares or the allotment, issue or sale of any of our Shares, on the basis of this Offer Document.

We are subject to the provisions of the SFA and the Catalist Rules regarding corporate disclosure. In particular, pursuant to Section 241 of the SFA, if after this Offer Document is registered but before the close of the Placement, we become aware of:

(a) a false or misleading statement in this Offer Document;

(b) an omission from this Offer Document of any information that should have been included in it under Section 243 of the SFA; or

(c) a new circumstance that has arisen since this Offer Document was lodged which would have been required by Section 243 of the SFA to be included in this Offer Document, if it had arisen before this Offer Document was lodged,

and that is materially adverse from the point of view of an investor, we may lodge a supplementary or replacement offer document pursuant to Section 241 of the SFA.

Where prior to the lodgement of the supplementary or replacement offer document, applications have been made under this Offer Document to subscribe for the Placement Shares and:

(a) where the Placement Shares have not been issued to the applicants, we shall either:

    (i) within two (2) days (excluding any Saturday, Sunday or public holiday) from the date of lodgement of the supplementary or replacement offer document, give the applicants notice in writing of how to obtain, or arrange to receive, a copy of the same and provide the applicants with an option to withdraw their applications, and take all reasonable steps to make available within a reasonable period the supplementary or replacement offer document to the applicants who have indicated they wish to obtain, or who have arranged to receive, a copy of the supplementary or replacement offer document;

    (ii) within seven (7) days from the date of lodgement of the supplementary or replacement offer document, give the applicants the supplementary or replacement offer document, as the case may be, and provide the applicants with an option to withdraw their applications; or

    (iii) treat the applications as withdrawn and cancelled, in which case the applications shall be deemed to have been withdrawn and cancelled, and we shall, within seven (7) days from the date of lodgement of the supplementary or replacement offer document, pay the applicants all monies the applicants have paid on account of their applications for the Placement Shares; or

(b) where the Placement Shares have been issued to the applicants, but trading has not commenced we shall either:

    (i) within two (2) days (excluding any Saturday, Sunday or public holiday) from the date of lodgement of the supplementary or replacement offer document, give the applicants notice in writing of how to obtain, or arrange to receive, a copy of the same and provide the applicants with an option to return to us the Placement Shares which they do not wish to retain title in, and take all reasonable steps to make available within a reasonable period the supplementary or replacement offer document to the applicants who have indicated they wish to obtain, or who have arranged to receive, a copy of the supplementary or replacement offer document;

(ii) within seven (7) days from the date of lodgement of the supplementary or replacement offer document, give the applicants the supplementary or replacement offer document, as the case may be, and provide the applicants with an option to return to us the Placement Shares which they do not wish to retain title in; or

(iii) treat the issue of the Placement Shares as void, in which case the issue shall be deemed void and we shall within seven (7) days from the date of lodgement of the supplementary or replacement offer document, pay the applicants all monies the applicants have paid on account of their applications for the Placement Shares.

An applicant who wishes to exercise his option under paragraph (a)(i) or (ii) to withdraw his application shall, within fourteen (14) days from the date of lodgement of the supplementary or replacement offer document, notify us of this, whereupon we shall, within seven (7) days from the receipt of such notification, pay to him all monies paid by him on account of his application for the Placement Shares without interest or any share revenue or other benefit arising therefrom and he will not have any claim against our Company, the Manager and Sponsor and the Joint Placement Agents.

An applicant who wishes to exercise his option under paragraph (b)(i) or (ii) to return the Placement Shares issued to him shall, within fourteen (14) days from the date of lodgement of the supplementary or replacement offer document, notify us of this and return all documents, if any, purporting to be evidence of title to those Placement Shares, to us, whereupon we shall within seven (7) days from the receipt of such notification and documents, if any, pay to him all monies paid by him for those Placement Shares, without interest or any share revenue or other benefit arising therefrom and he will not have any claim against our Company, the Manager and Sponsor and the Joint Placement Agents, and the issue of those Placement Shares shall be deemed to be void.

Pursuant to Section 242 of the SFA, the Authority may, in certain circumstances issue a stop order (the "**Stop Order**") to our Company, directing that no Shares or no further Shares to which this Offer Document relates, be allotted or issued. Such circumstances will include a situation where this Offer Document contains any statement or matter which, in the Authority's opinion, is (i) false or misleading, (ii) omits any information that should have been included in it under the SFA, or (iii) does not, in the Authority's opinion, comply with the requirements of the SFA.

In the event that the Authority issues a Stop Order and applications to subscribe for the Placement Shares have been made prior to the Stop Order, then:

(a) where the Placement Shares have not been issued to the applicants, the applications for the Placement Shares shall be deemed to have been withdrawn and cancelled and we shall, within fourteen (14) days from the date of the Stop Order, pay to the applicants all monies the applicants have paid on account of their applications for the Placement Shares; or

(b) where the Placement Shares have been issued to the applicants, the issue of the Placement Shares shall be deemed to be void and we shall:

(i) if no documents purporting to evidence title to those Placement Shares have been issued to the applicants, within fourteen (14) days from the date of the Stop Order, pay to the applicants all monies paid by them for the Placement Shares; or

(ii) if documents purporting to evidence title to those Placement Shares have been issued to the applicants, within fourteen (14) days from the date of the Stop Order, inform the applicants to return such documents to us within fourteen (14) days from that date and within fourteen (14) days from the receipt of such documents or the date of the Stop Order, whichever is later, pay to the applicants all monies paid by them for the Placement Shares.

Where monies are to be returned to applicants for the Placement Shares, they shall be paid to the applicants without any interest or share of revenue or benefit arising therefrom at the applicants' own risk, and the applicants will not have any claim against our Company, the Manager and Sponsor and the Joint Placement Agents.

This Offer Document has been seen and approved by our Directors and they individually and collectively accept full responsibility for the accuracy of the information given in this Offer Document and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, (i) the facts stated and the opinions, intentions and expectations expressed in this Offer Document are true, fair and accurate and not misleading in all material respects as at the date of this Offer Document, (ii) there are no material facts the omission of which would make any statement in this Offer Document misleading, and (iii) this Offer Document constitutes a full and true disclosure of all material facts about the Placement, our Group and our Shares.

Neither our Company, the Manager and Sponsor and the Joint Placement Agents nor any other parties involved in the Placement is making any representation to any person regarding the legality of an investment in our Shares by such person under any investment or other laws or regulations. No information in this Offer Document should be considered as being business, legal or tax advice regarding an investment in our Shares. Each prospective investor should consult his own legal, financial, tax or other professional adviser regarding an investment in our Shares.

The Placement Shares are offered for subscription solely on the basis of the information contained and the representations made in this Offer Document.

No person has been or is authorised to give any information or to make any representation not contained in this Offer Document in connection with the Placement and, if given or made, such information or representation must not be relied upon as having been authorised by us, the Manager and Sponsor and the Joint Placement Agents. Neither the delivery of this Offer Document, the Application Forms nor any document relating to the Placement shall, under any circumstances, constitute a continuing representation or create any suggestion or implication that there has been no change in the affairs of our Company or our subsidiaries or in any statement of fact or information contained in this Offer Document since the date of this Offer Document. Where such changes occur and are material or are required to be disclosed by law, we will promptly make an announcement of the same to the Exchange and if required under the SFA, a supplementary or replacement offer document will be issued and made available to the public after a copy thereof has been lodged with the Exchange. All applicants should take note of any such announcement and/or supplementary or replacement offer document and, upon the release of such an announcement and/or supplementary or replacement offer document, shall be deemed to have notice of such changes.

Save as expressly stated in this Offer Document, nothing herein is, or may be relied upon as, a promise or representation as to the future performance or policies of our Company or our subsidiaries.

DETAILS OF THE PLACEMENT

This Offer Document has been prepared solely for the purpose of the Placement and may not be relied upon by any persons other than the applicants in connection with their application for the Placement Shares or for any other purpose.

This Offer Document does not constitute an offer, solicitation or invitation to subscribe for the Placement Shares in any jurisdiction in which such offer, solicitation or invitation is unlawful or is not authorised or to any person to whom it is unlawful to make such offer, solicitation or invitation.

Copies of this Offer Document and the Application Forms may be obtained on request, subject to availability, during office hours from:

PrimePartners Corporate Finance Pte. Ltd.
20 Cecil Street
#21-02 Equity Plaza
Singapore 049705

UOB Kay Hian Private Limited
8 Anthony Road
#01-01
Singapore 229957

An electronic copy of this Offer Document is also available on the SGX-ST website at http://www.sgx.com.

The Application List will open immediately upon the registration of this Offer Document on 16 April 2014 and will remain open until 12.00 noon on 25 April 2014 or for such further period or periods as our Directors may, in consultation with the Manager and Sponsor and the Joint Placement Agents, in their absolute discretion decide, subject to any limitation under all applicable laws. In the event a supplementary or replacement offer document is lodged with the Exchange acting as agent on behalf of the Authority, the Application List will remain open for at least fourteen (14) days after the lodgement of the supplementary or replacement offer document.

Details of the procedures for applications to subscribe for the Placement Shares are set out in Appendix K of this Offer Document.

INDICATIVE TIMETABLE FOR LISTING

An indicative timetable for the Placement and trading in our Shares is set out below for your reference:

Indicative date and time	Event
25 April 2014 at 12.00 noon	Close of Application List
29 April 2014 at 9.00 a.m.	Commence trading on a "ready" basis
5 May 2014	Settlement date for all trades done on a "ready" basis

The above timetable is only indicative as it assumes that the date of closing of the Application List will be 25 April 2014, the date of admission of our Company to Catalist is 29 April 2014, the shareholding spread requirement will be complied with and the Placement Shares will be issued and fully paid-up prior to 29 April 2014.

The above timetable and procedures may be subject to such modification as the SGX-ST may, in its absolute discretion, decide, including the commencement of trading on a "ready" basis.

Investors should consult the SGX-ST's announcement of the "ready" trading date on the internet (at SGX-ST's website http://www.sgx.com), or newspapers or check with their brokers on the date on which trading on a "ready" basis will commence.

In the event of any changes in the closure of the Application List or the time period during which the Placement is open, we will publicly announce the same:

(a) through an SGXNET announcement to be posted on the internet at the SGX-ST website http://www.sgx.com; and

(b) in a local English language newspaper.

We will provide details of the results of the Placement as soon as practicable after the closure of the Application List through the channels described in (a) and (b) above.

PLAN OF DISTRIBUTION

The Placement

The Placement is for 196,429,000 Placement Shares offered in Singapore and the Listing is managed and sponsored by PPCF.

Prior to the Placement, there has been no public market for our Shares. The Issue Price is determined by us in consultation with the Manager and Sponsor and the Joint Placement Agents, taking into consideration, *inter alia*, the prevailing market conditions and estimated market demand for the Placement Shares. The Issue Price is the same for all Placement Shares and is payable in full on application.

Pursuant to the Management Agreement entered into between our Company and PPCF as set out in the section entitled "General and Statutory Information" of this Offer Document, our Company has appointed PPCF and PPCF has agreed to manage and to act as full sponsor for the Listing. PPCF will receive a management fee for its service rendered in connection with the Listing. As part of PPCF's management fees in relation to its role as Manager and Sponsor, our Company will issue PPCF shares, at the Issue Price for each PPCF share, to PPCF.

The Placement Shares are made available to retail and institutional investors in Singapore who apply through their brokers or financial institutions by way of the relevant Application Forms. The Placement Shares may also be made available to a limited number of institutional investors in the United States in transactions exempt from the registration requirements of the US Securities Act. Please refer to the section entitled "Selling Restrictions" of this Offer Document for further details.

Application for the Placement Shares may only be made by way of printed Application Forms as described under the Appendix K of this Offer Document entitled "Terms, Conditions and Procedures for Applications and Acceptances".

The Placement Agreement was entered into between our Company and the Joint Placement Agents pursuant to which the Joint Placement Agents, PPCF and UOB Kay Hian, agreed to subscribe for and/or procure subscriptions for the Placement Shares for a placement commission of 5.0% of the aggregate Issue Price for the total number of Placement Shares successfully purchased and/or subscribed for, payable by our Company. Subject to any applicable laws and regulations, our Company agrees that PPCF and UOB Kay Hian, may, at their absolute discretion and their own expense appoint one (1) or more sub-placement agent(s) under the Placement Agreement on such terms and conditions as PPCF and UOB Kay Hian may deem fit.

Subscribers and/or purchasers of the Placement Shares may be required to pay brokerage of up to 1.0% of the Issue Price (and the prevailing GST thereon, if applicable) to the Joint Placement Agents or any sub-placement agent(s) that may be appointed by the Joint Placement Agents.

Subscription for Placement Shares

Each of Three Arch Partners, BMSIF and J&JDC intends to subscribe for Placement Shares in the Placement. Save as aforesaid, none of our Directors or Substantial Shareholders intends to subscribe or the Placement Shares in the Placement.

To the best of our knowledge and belief, save for J&JDC, we are not aware of any person who intends to subscribe for more than 5.0% of the Placement Shares. However, through a book-building process to assess market demand for our Shares, there may be persons who may indicate an interest to subscribe for Shares amounting to more than 5.0% of the Placement Shares. If such person(s) were to make an application for Shares amounting to more than 5.0%

of the Placement Shares and are subsequently allotted such number of Shares, we will make the necessary announcements at an appropriate time. The final allotment of Shares will be in accordance with the shareholding spread and distribution guidelines as set out in Rule 406 of the Catalist Rules.

No Shares shall be allotted or allocated on the basis of this Offer Document later than six (6) months after the date of registration of this Offer Document by the SGX-ST acting as an agent on behalf of the Authority.

Interests of PPCF, the Manager, Sponsor and Joint Placement Agent

In the reasonable opinion of our Directors, save as disclosed below, our Company does not have any material relationship with the Manager, Sponsor and Joint Placement Agent, PPCF, in relation to the Placement:

(a) PPCF is the Manager, Sponsor and Joint Placement Agent of the Listing and the Placement;

(b) PPCF will be the continuing Sponsor of our Company for a period of three (3) years from the date our Company is admitted and listed on Catalist; and

(c) pursuant to the Management Agreement and as part of PPCF's professional fees as the Manager, Sponsor and Joint Placement Agent, our Company will allot and issue to PPCF 7,558,828 PPCF Shares (representing 1.0% of our post-enlarged share capital of our Company) at the Issue Price for each PPCF Share. At the completion of the relevant moratorium periods as set out in the section entitled "Shareholders – Moratorium" of this Offer Document, PPCF will be disposing its shareholding interest in our Company at its discretion.

Subject to the consent of the SGX-ST being obtained, the Management Agreement may be terminated by PPCF at any time before the close of the Application List on the occurrence of certain events including the following:

(a) PPCF becomes aware of any material breach by our Company and/or its agent(s) of any warranties, representations, covenants or undertakings given by our Company to PPCF in the Management Agreement;

(b) there shall have been, since the date of the Management Agreement, any change or prospective change in or any introduction or prospective introduction of any legislation, regulation, policy, directive, guidelines, rule or byelaw by any relevant government or regulatory body, whether or not having the force of law, or any other occurrence of similar nature that would materially change the scope of work, responsibility or liability required of PPCF; or

(c) there is a conflict of interest for PPCF, or any dispute, conflict or disagreement with our Company or our Company wilfully fails to comply with the advice form or recommendation of PPCF.

Interests of UOB Kay Hian, the Joint Placement Agent

In the reasonable opinion of our Directors, save for UOB Kay Hian's role as the other Joint Placement Agent of the Listing and the Placement, UOB Kay Hian does not have a material relationship with our Group.

The following summary highlights certain information found in greater detail elsewhere in this Offer Document. Terms defined elsewhere in this Offer Document have the same meaning when used herein. In addition to this summary, we urge you to read the entire Offer Document carefully, especially the section entitled "Risk Factors" of this Offer Document, before deciding to invest in our Shares.

OVERVIEW OF OUR GROUP

Our Company

On 6 March 2013, our Company was incorporated in Singapore under the Companies Act as a private company limited by shares under the name of "QT Vascular Pte. Ltd.".

Upon the completion of steps 2 to 7 of the Restructuring Exercise as described in the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document, our Company became the holding company of our Subsidiaries on 11 July 2013.

Our Business

We are engaged in the design, assembly and distribution of advanced therapeutic solutions for the minimally invasive treatment of complex vascular diseases.

Please refer to the section entitled "General Information on Our Group – Business Overview" of this Offer Document for further details.

Our Competitive Strengths

Our Directors believe our competitive strengths are as follows:

- We have generated positive clinical data and we believe that our products offer compelling solutions for the treatment of complex vascular diseases;
- We are strategically located in Singapore, a hub of Asia and have access to the markets in the PRC and Japan through our distribution agreements;
- We have established and reputable Shareholders;
- We have an experienced Board and management team;
- We place high emphasis on our product quality, research and development, and assembly processes;
- We build strong relationships with our customers;
- Our distributorship agreement with Cordis will help increase our reach and network of customers; and
- Our Group has an established reputation.

Please refer to the section entitled "General Information on Our Group – Competitive Strengths" of this Offer Document for further details.

Our Business Strategies and Future Plans

Our business strategies and future plans for the continued growth of our business are as follows:

- We intend to deepen and leverage our existing collaborative relationships;
- We intend to rapidly and concurrently advance our pipeline products and improve on our existing products; and
- We intend to expand the operations of our Group through (i) improving our existing infrastructure, (ii) building up our brand name further, and (iii) increasing awareness of our products.

Please refer to the section entitled "Prospects, Business Strategies and Future Plans – Business Strategies and Future Plans" of this Offer Document for further details.

Where you can find us

Our principal office is located at 3A International Business Park #09-10/11/12 ICON@IBP Tower B Singapore 609935. Our registered office is located at 80 Robinson Road #02-00 Singapore 068898. Our telephone and facsimile numbers are +65 6430 0288 and +65 6659 8187 respectively. Our Company registration number is 201305911K. Our internet address is http://www.trirememedical.com. **Information contained in our website does not constitute part of this Offer Document.**

FINANCIAL HIGHLIGHTS

The following summary financial information should be read in conjunction with the full text of this Offer Document, including the "Consolidated Financial Statements of QT Vascular Ltd. and its Subsidiaries for the Financial Years Ended 31 December 2010, 2011 and 2012 and Nine-Month Period Ended 30 September 2013" and the "Unaudited Pro Forma Consolidated Financial Information of QT Vascular Ltd. and its Subsidiaries for the Financial Year Ended 31 December 2012 and Nine-Month Period Ended 30 September 2013" set out in Appendices A and B respectively of this Offer Document, as well as the section entitled "Management's Discussion and Analysis of Results of Operations and Financial Position" of this Offer Document.

Selected items from the consolidated statements of comprehensive income of our Group[1]

(US$'000)	FY2010	FY2011	FY2012	9M2012	9M2013
Revenue	381	2,019	1,452	1,068	3,004
Gross loss	(766)	(459)	(1,167)	(735)	(1,246)
Loss before tax	(7,761)	(13,176)	(5,775)	(3,738)	(28,987)[2]
Loss after tax	(7,761)	(13,177)	(5,776)	(3,739)	(28,988)
Total comprehensive loss attributable to owners of the Company	(7,705)	(12,936)	(4,170)	(3,050)	(27,209)
Pre-Placement LPS (cents)[3]	**(1.4)**	**(2.3)**	**(0.8)**	**(0.6)**	**(4.9)**
Post-Placement LPS (cents)[4]	**(1.0)**	**(1.7)**	**(0.6)**	**(0.4)**	**(3.6)**

Selected items from the consolidated statements of financial position of our Group[5]

(US$'000)	As at 31 December 2010	As at 31 December 2011	As at 31 December 2012	As at 30 September 2012	As at 30 September 2013
Non-current assets	2,896	4,317	4,111	4,024	6,431
Current assets	7,307	8,495	8,364	6,457	15,366
Total assets	10,203	12,812	12,475	10,481	21,797
Non-current liabilities	21,874	36,218	29,399	30,862	14,239
Current liabilities	1,183	2,337	14,542	9,112	12,902
Total liabilities	23,057	38,555	43,941	39,974	27,141
NAV[6]	(12,854)	(25,743)	(31,466)	(29,493)	(5,344)
NAV per Share (cents)[7][8]	**(2.3)**	**(4.7)**	**(5.7)**	**(5.3)**	**(1.0)**
NTA[9][10]	**(15,414)**	**(28,672)**	**(34,598)**	**(32,404)**	**(11,068)**
NTA per Share (cents)[7][11]	**(2.8)**	**(5.2)**	**(6.3)**	**(5.9)**	**(2.0)**

Notes:

(1) Our consolidated statements of comprehensive income for the Period Under Review have been prepared on the basis that our Group had been in existence throughout the Period Under Review.

(2) The Group's loss before tax of US$29.0 million for 9M2013 comprised net finance costs of US$16.2 million. The net finance costs comprised fair value changes on financial liabilities at fair value through profit or loss which are non-cash in nature as required in accordance with Singapore Financial Reporting Standards and to a smaller extent, interest income on funds invested and interest expense on convertible notes.

(3) For comparative purposes, pre-Placement LPS for the Period Under Review have been computed based on the total comprehensive loss attributable to owners of our Company and our pre-Placement share capital of 551,895,008 Shares.

(4) For comparative purposes, post-Placement LPS for the Period Under Review have been computed based on the total comprehensive loss attributable to owners of our Company and our post-Placement share capital of 755,882,836 Shares.

(5) Our consolidated balance sheets have been prepared on the basis that our Group has been in existence on this date.

(6) The pro forma NAV based on the unaudited pro forma consolidated financial information would be US$74.1 million and US$63.3 million as at 31 December 2012 and 30 September 2013 respectively.

(7) The NAV per Share and NTA per Share has been computed based on our pre-Placement share capital of 551,895,008 Shares.

(8) The pro forma NAV per share based on the unaudited pro forma consolidated financial information would be US$13.4 cents and US$11.5 cents as at 31 December 2012 and 30 September 2013 respectively.

(9) The NTA of our Group is calculated as NAV less intangible assets.

(10) The pro forma NTA based on the unaudited pro forma consolidated financial information would be US$70.9 million and US$57.6 million as at 31 December 2012 and 30 September 2013 respectively.

(11) The pro forma NTA per share based on the unaudited pro forma consolidated financial information would be US$12.9 cents and US$10.4 cents as at 31 December 2012 and 30 September 2013 respectively.

THE PLACEMENT

Issue Size	:	196,429,000 Placement Shares offered in Singapore The Placement Shares, upon issue and allotment, will rank *pari passu* in all respects with the existing issued Shares.
Issue Price	:	S$0.28 for each Placement Share, payable in full on application.
The Placement	:	The Placement comprises a placement of 196,429,000 Placement Shares at the Issue Price, subject to and on the terms and conditions of this Offer Document.
Purpose of the Placement	:	Our Directors believe that the listing of our Company and the quotation of our Shares on Catalist will enhance our public image locally and enable us to tap the capital markets to fund our business growth. The Placement will also provide members of the public, our employees, our business associates and others who have contributed to the success of our Group with an opportunity to participate in the equity of our Company.
Listing Status	:	Prior to the Listing, there had been no public market for our Shares. Our Shares will be quoted on Catalist in Singapore dollars, subject to admission of our Company to Catalist and permission for dealing in, and for quotation of, our Shares being granted by the SGX-ST.
Risk Factors	:	Investing in our Shares involves risks which are described in the section entitled "Risk Factors" of this Offer Document.
Use of Proceeds	:	Please refer to the section entitled "Use of Proceeds from the Placement and Expenses Incurred" of this Offer Document for more details.

We are exposed to a number of possible risks that may arise from economic, business, market and financial factors and developments that may have an adverse impact on our future performance.

Investors should carefully consider and evaluate each of the following considerations and all other information contained in this Offer Document before deciding to invest in our Shares. To the best of our Directors' knowledge and belief, all risk factors which are material to investors in making an informed judgement of our Group have been set out below. If any of the following considerations, uncertainties or material risks develops into actual events, our business, financial condition and/or results of operations could be materially and adversely affected. In such cases, the trading price of our Shares could decline due to any of these considerations, uncertainties or material risks, and investors may lose all or part of their investment in our Shares.

This Offer Document also contains forward-looking statements having direct and/or indirect implications on our future performance. Our actual results may differ materially from those anticipated by these forward-looking statements due to certain factors, including the risks and uncertainties faced by us, as described below and elsewhere in this Offer Document.

RISKS RELATING TO OUR INDUSTRY AND BUSINESS

Market acceptance of our products is uncertain

Even if our products, including our DCC, are developed successfully and approved by the appropriate regulatory agencies, they may not enjoy commercial acceptance or success, which would adversely affect our business, financial condition and results of operations. Several factors could limit the successful commercialisation of our products, including:

- limited market acceptance or familiarity among patients, physicians, medical centres and third-party purchasers;
- inadequate reimbursement for our products by third party payors;
- our inability to develop a sales force or distributors capable of effectively marketing our products;
- our inability to assemble and supply a sufficient amount of products to meet market demand; and
- the number and relative effectiveness of competing products that may enter the market.

The foregoing factors could also limit the successful commercialisation of our products, which would ultimately materially and adversely affect our business, financial condition and results of operations.

We have limited sales, marketing and distribution experience and are substantially relying on distribution partners for the sale of our products. The failure to maintain arrangements with third parties to sell, market and distribute our products could result in significant harm to our business. Selling our key products through exclusive distribution partners will decrease our margins

We are presently transitioning from a company with a development focus to a company capable of supporting commercial activities and accordingly have limited sales, marketing and distribution experience. Our current sales, marketing and distribution strategy involves a multi-pronged

approach. Historically, in the United States, we have a team of experienced sales representatives who sell directly to hospitals. Outside the United States, we have collaborated with local distribution companies who assist us in (i) obtaining local regulatory clearance for the commercial sale of our products and (ii) the sale of our products to hospitals in jurisdictions where they are approved for commercial sale.

In developing our direct sales, marketing and distribution capabilities, we have incurred significant expenses in relation to establishing and increasing our sales, marketing and distribution workforce and complying with all the attendant legal and regulatory requirements for sales, marketing and distribution.

We have entered into distribution agreements with Century Medical in Japan and Weigao in the PRC. We also signed the Cordis Distribution Agreement with Cordis for the distribution of our (i) peripheral products (excluding our DCC) in the United States, (ii) peripheral and coronary products worldwide outside the United States, with the exception of Japan and the PRC, and (iii) coronary products, our DCC and our drug-coated Chocolate PTCA in the PRC, on an exclusive basis. As at the Latest Practicable Date, Cordis is only distributing our Chocolate PTA in the United States. We expect that this arrangement with Cordis will contribute to a very significant percentage of our revenue in FY2014 and higher contribution rates in the following years.

There can be no assurances that these relationships with Century Medical, Weigao, and Cordis will continue or that we will be able to increase the volume of sales from these relationships in the future. Each of our distribution partners generally have the right to terminate in the event of a material breach by us or at any time upon provision of a prior written notice under the terms of the respective distribution agreements and we generally have the right to terminate if the distributor does not meet agreed sales targets or fails to make payments on time. Any termination of the existing relationships with our distributors could have an adverse effect on our business unless and until commercially acceptable alternative distribution arrangements are put in place. Furthermore, any revenue received will depend on the skills and efforts of others, and we cannot predict whether these efforts will be successful.

In addition, market acceptance of our products by physicians and patients will largely depend on our ability to demonstrate their relative safety, efficacy, reliability, cost-effectiveness and ease of use. If we are unable to do so, we may not be able to generate product revenue from our sales efforts. Further, if we are unable to establish and maintain adequate sales, marketing and distribution capabilities, independently or with others, we may not be able to generate adequate product revenue and may not become profitable.

Moreover, we will sell products to such distributor partners at lower prices than those we would have been able to obtain from end-user customers. Using such distribution partners will result in lower product margins than if we directly marketed and sold our products to end-user customers.

We expect to derive an increasing portion of our revenue from sales of Chocolate PTA and new products such as our DCC

Sales of the Glider PTCA, GliderXtreme PTA and GliderfleX PTA products have accounted for a substantial portion of our past product revenue. Going forward, we expect an increasing proportion of our revenue to be generated from sales of our new products such as the Chocolate PTA and the DCC.

Whilst we have received some regulatory approvals for the commercial sale of the Chocolate PTA, and are in the process of obtaining regulatory approval for the sale of the DCC, there is no certainty that we will be permitted to clinically test, or receive regulatory approval for the sale of the Chocolate PTA and DCC in our target markets. In addition, future sales of these products will be subject to commercial and market uncertainties that are outside our control. Any failure to obtain clearance or approval for the Chocolate PTA and the DCC or any failure to successfully commercialise them would have a material and adverse effect on our business, and the value of our Shares could be materially and adversely affected.

We cannot be certain that we will be able to obtain and maintain regulatory approval to market and sell our products in our target markets

The products we develop, assemble and market are subject to complex regulatory requirements in the countries in which they are sold. For example, unless an exemption applies in the United States, each medical device that we wish to market in the United States must receive either FDA 510(k) clearance or premarket approval ("**PMA**") from the FDA before the product can be sold. Either process can be lengthy and expensive. The FDA 510(k) clearance, also known as "premarket notification" is the process we have used for our current marketed products including the Chocolate PTA, Glider PTCA, GliderXtreme PTA and GliderfleX PTA. This process usually takes from four (4) to twelve (12) months from the date the premarket notification is submitted to the FDA, but may take significantly longer.

The process of obtaining regulatory approvals to market a medical device, particularly in the United States, Singapore, European Union, Japan, and the PRC can be costly and time-consuming. There can be no assurance that such approvals will be granted on a timely basis, if at all. Furthermore, there can be no assurance of continuing compliance with all regulatory requirements necessary for the assembly, marketing and sale of the products that we currently offer in each market where they are currently sold, or that products we have commercialised will continue to comply with applicable regulatory requirements. If a government regulatory agency were to conclude that we are not in compliance with applicable laws or regulations, the agency could institute proceedings to detain or seize our products, issue a recall, impose operating restrictions, enjoin future violations and assess civil and criminal penalties against us, our officers or our employees and could recommend criminal prosecution. Furthermore, regulators may proceed to ban, or request the recall, repair, replacement or refund of the cost of, any device assembled or sold by us and there can be no assurance that all necessary regulatory approvals will be obtained for the assembly, marketing and sale in any market of any new product we develop.

Whilst we have obtained FDA 510(k) clearance and CE marking for our products, there is no assurance that we will be able to obtain regulatory approvals in all our target markets. Importantly, there is no assurance that we will obtain approval for our Chocolate PTA product in the PRC and Japan. If we are unable to obtain such regulatory approvals, for any reason, in any one or more of our target markets, we will not be able to commercialise such products which may materially and adversely affect our business, financial position, results of operation and prospects. Moreover, whilst we have obtained FDA 510(k) clearances for certain of our current marketed products in the United States, our clearances may be revoked by the FDA if safety or effectiveness problems develop with our products. In addition, there is no guarantee that we will be able to obtain FDA approval for additional or more specific indications other than the approvals we have received to date. Such failures would detrimentally affect our future growth and competitiveness.

Some of our technologies are in an early stage of development and are not yet proven. Further, our related product research and development activities may not lead to our technologies and products being commercially viable

We are engaged in the research and development of advanced therapeutic solutions for the minimally invasive treatment of complex vascular diseases. The effectiveness of our technologies is not well-known in, or may not be accepted generally by, the clinical medical community. Further, some of our products are still in the early stages of development and are prone to the risks of failure inherent in the medical device product development.

In particular, for certain devices in the United States, we may be required to undertake significant clinical trials to demonstrate to the FDA that our devices are safe and effective for their intended uses. Additionally, we may also be required to undertake clinical trials by non-US regulatory agencies. Clinical trials are expensive and uncertain processes that may take years to complete. Failure can occur at any point in the process, and early positive results do not ensure that the entire clinical trial will be successful. Products in clinical trials may fail to show desired efficacy and safety traits despite early promising results. A number of companies in the medical device industry have suffered significant setbacks in advanced clinical trials, even after obtaining promising results at earlier points. The occurrence of any such events would have a material adverse effect on our business.

The results of previous clinical experience with our devices and devices similar to those that we are developing may not be indicative of future results, and our current and planned clinical trials may not satisfy the requirements of the FDA or other non-US regulatory authorities

For any Class III products, such as the DCC, we will be required to demonstrate with substantial evidence through well-controlled clinical trials that our Class III products are safe and effective for their intended uses. Generally, clinical data is not required to support a FDA 510(k) application, but if applicable for our Class II products, we may require clinical data to demonstrate that the devices are substantially equivalent in terms of safety and effectiveness to devices that are already marketed under Section 510(k).

Further, our products may not be cleared or approved, as the case may be, even if the clinical data are satisfactory and support, in our view, clearance or approval. Importantly, there is no assurance that we will be able to obtain regulatory approvals for our new products like our DCC. The FDA or other non-US regulatory authorities may disagree with our trial design and our interpretation of the clinical data. Any of these regulatory authorities may change requirements for the clearance or approval of a product even after reviewing and providing comments on a protocol for a pivotal clinical trial that has the potential to result in FDA approval. These regulatory authorities may also clear or approve a product for fewer or more limited uses than we request or, for a Class III device, may grant approval contingent on the performance of costly post-marketing clinical trials. In addition, the FDA or other non-US regulatory authorities may not approve or clear the labelling claims necessary or desirable for the successful commercialisation of our products.

Even after receiving regulatory clearance or approval, our products may be subject to product recalls, which may harm our reputation and divert managerial and financial resources

The FDA and similar governmental authorities in other countries have the authority to order a mandatory recall of our products or order their removal from the market if there are material deficiencies or defects in the design, manufacture, installation, servicing or labeling of the device, or if the governmental entity finds that our products would cause serious adverse health consequences. A government-mandated voluntary recall or field action by us could occur as a result of component failures, manufacturing errors or design defects, including labelling defects. Any recall of our products may harm our reputation with customers and divert managerial and financial resources.

We may be subject to fines, penalties or injunctions if we are determined to be promoting the use of our products for unapproved or "off-label" uses

If we are incorrect in our belief that our promotional materials and training methods regarding physicians are conducted in compliance with regulations of the FDA and other applicable regulations, and the FDA determines that our promotional materials or training constitutes promotion of an unapproved use, the FDA could request that we modify our training or promotional materials or subject us to regulatory enforcement actions, including the issuance of a warning letter, injunction, seizure, civil fine and criminal penalties.

Modifications to our current marketed products may require new marketing clearances or approvals or require us to cease marketing or recall the modified products until such clearances or approvals are obtained

Any modification to an FDA-cleared medical device that could significantly affect its safety or effectiveness, or that would constitute a major change or modification in its intended use, requires a new FDA 510(k) clearance or, possibly, a premarket approval. The FDA requires every manufacturer to make its own determination as to whether a modification requires a new FDA 510(k) clearance or premarket approval, but the FDA may review and disagree with any decision reached by the manufacturer. We have modified aspects of some of our devices since receiving regulatory clearance. We believed that some of these modifications did not require new FDA 510(k) clearance or premarket approval and, therefore, we did not seek new FDA 510(k) clearances or premarket approvals. In the future, we may make additional modifications to our products after they have received FDA 510(k) clearance or premarket approval and, in appropriate circumstances, determine that new clearance or approval is unnecessary. Regulations in other countries in which we market or sell, or propose to market or sell, our products may also require that we make judgments about changes to our products and whether or not those changes are such that regulatory approval or clearance should be obtained. In the United States and elsewhere, regulatory authorities may disagree with our past or future decisions not to seek new clearance or approval and may require us to obtain clearance or approval for modifications to our products. If that were to occur for a previously cleared or approved product, we may be required to cease marketing or recall the modified device until we obtain the necessary clearance or approval. Under these circumstances, we may also be subjected to significant regulatory fines or other penalties. If any of the foregoing were to occur, our financial condition and results of operations could be negatively impacted.

Regulatory approval and commercialisation of certain of our new products, such as the DCC, is dependent on the success of clinical trials

Some of our key products in development, including our DCC, are undergoing clinical trials. Clinical trials are lengthy, time-consuming and expensive. The length of time required to complete clinical trials for medical device products varies substantially according to the degree of regulation and the type, complexity, novelty and intended use of a product, and can continue for several years and cost millions of dollars. The commencement and completion of clinical trials for our products under development may be delayed by many factors, including:

- governmental or regulatory delays and changes in regulatory requirements, policies and guidelines that are evaluated for approval;
- limited number of, and competition for, suitable sites to conduct our clinical trials, and delay or failure to obtain FDA approval, if necessary, to commence a clinical trial;
- delay or our inability to assemble or obtain from third parties supplies sufficient for use in preclinical studies and clinical trials;
- delays in patient recruitment and enrolment;
- limited number of, and competition for, suitable patients that meet the protocol's inclusion criteria and do not meet any of the exclusion criteria;
- requirements to provide the medical device required in our clinical trial at cost, which may require significant expenditures that we are unable or unwilling to make;
- delay or failure to reach an agreement on acceptable clinical trial terms or clinical trial protocols with prospective sites or investigators;
- delay or failure to obtain the institutional review board's approval or renewal to conduct a clinical trial at a prospective or accruing site, respectively;
- failure of patients to complete the clinical trial;
- inability or unwillingness of patients or medical investigators to follow our clinical trial protocols or allocate sufficient resources to complete our clinical trials;
- difficulty in maintaining contact with patients during or after treatment, resulting in incomplete follow-up data;
- unforeseen safety issues;
- lack of efficacy evidenced during clinical trials;
- termination of our clinical trials by one or more clinical trial sites; and
- varying interpretation of data by regulatory agencies.

Clinical trials may identify significant safety, effectiveness or technical problems or other obstacles that will need to be overcome before we can obtain the regulatory approvals needed to commercialise our products. This may involve conducting new or additional trials at significant additional cost or could mean abandoning the approval process or development of a product. These problems could delay or terminate our efforts to develop and commercialise our new products. If our new products do not prove to be safe and effective in clinical trials, or if we or they are otherwise unable to commercialise our products successfully, our business and results of operations would be materially and adversely affected.

We do not have long-term data regarding the safety and efficacy of our products

We have a limited operating history and do not have long-term data regarding the safety and efficacy of our products. Positive data from results in early clinical trials may, upon further review, be revised or negated by regulatory authorities or by later stage clinical trials. Data from clinical trials of our products for which we have commenced clinical trials may not demonstrate the statistically sufficient levels of safety and effectiveness necessary to obtain regulatory approvals for commercialisation. Even if one or more of our products prove safe and effective, and regulatory approval for commercial sale is obtained, it could later be determined that they are not safe or effective as patients are monitored over a longer period of time and the regulatory approval obtained could be withdrawn. Furthermore, even if regulatory approvals are granted, they could be for a narrow indication and thereby impose significant limitations on the potential market for the product, which could materially and adversely harm our business, financial condition and results of operations.

Our commercial success depends on the adequate protection of our patents, intellectual property rights and other proprietary rights

Our continued success depends on our ability to obtain and maintain adequate intellectual property protection for our products, preserve our trade secrets, prevent third parties from infringing upon our proprietary rights, and operate without infringing upon the proprietary rights of others. There can be no assurance that any intellectual property right or protection we have or may obtain in the future will provide any competitive advantage for our products or that they will not be successfully challenged, narrowed, invalidated or circumvented. According to the patent litigation study published by PricewaterhouseCoopers in 2012[(1)], there has been a rise in the number of patent litigation cases in the medical device industry from 42 identified decisions during the period between 1995 to 2000 to 79 identified decisions during the period between 2006 to 2011. Litigation and interference or opposition proceedings associated with obtaining, enforcing or defending intellectual property rights are expensive and can divert the attention of our technical and management personnel from our business.

Additionally, we may not be able to effectively protect our rights in unpatented technology, trade secrets and confidential information. Although we require our new employees, consultants and corporate partners to execute confidentiality agreements, these agreements may not provide effective protection of our information or, in the event of unauthorised use or disclosure, may not provide adequate remedies.

If we are not able to adequately protect our intellectual property, our market share, financial condition and results of operations may suffer.

Note:

(1) The information from this section is obtained from the source set out in this note. PricewaterhouseCoopers has not consented to the inclusion of the information set out in this section of this Offer Document and is therefore not liable for the relevant information. While our Directors have taken reasonable action to ensure that the information above has been reproduced in its proper form and context and that such information is extracted accurately and fairly from the source set out below, they have not conducted an independent review of the contents or independently verified the accuracy thereof. Information and statistics extracted from the 2012 Patent Litigation Study by Pricewaterhouse Coopers: http://www.pwc.com/us/en/forensic-services/publications/2012-patent-litigation-study.jhtml

We have been and could become the subject of or perceived to be associated with claims of infringement of intellectual property rights

Litigation regarding patents and other intellectual property rights is common in our industry. The medical device sector, and in particular, the cardiovascular subsector of this market, has experienced rapid technological change and obsolescence in the past, and our competitors have strong incentives to stop or delay our introduction of new products and technologies. Some of our competitors have been able to capture significant market share by introducing new technologies and have maintained their positions in the market by, among other things, establishing intellectual property rights relating to their products and enforcing these rights aggressively against their competitors and potential new entrants into the market. We may pose a competitive threat to many of these companies and these companies will have a strong incentive to take steps, through patent litigation or otherwise, to prevent us from commercialising our products. In the event of an intellectual property dispute, we may become involved in litigations, interferences or other administrative proceedings and we may incur substantial expenses and the efforts of our technical and managerial personnel may be diverted. The outcome of any litigation, interference or administrative proceeding would be uncertain and even if we were to prevail, such litigation, interference or administrative proceeding may be costly and time-consuming.

In 2012, an angioplasty company, AngioScore, initiated patent infringement proceedings against certain entities within our Group and our CEO, Dr Eitan Konstantino, relating to the Chocolate PTA. While we believe that there is little or no merits to this claim, there can be no assurance that the trial court will agree with our assessment of the claim. There is also no assurance that this claim will not reduce the value of, and the market for, our products, thereby materially and adversely affecting our business, financial position, results of operation and prospects.

If we become involved in litigation regarding our distribution and sales arrangements, we may incur substantial expense

We have granted distribution and sales rights to certain distributors and sales agents in specific territories around the world. In the event of a dispute regarding the rights of our distributors, including but not limited to disputes relating to exclusivity, we may become involved in litigations or other legal proceedings, and we may incur substantial expenses and the efforts of our management personnel may be diverted in order to resolve such disputes. The outcome of any litigation or legal proceeding would be uncertain, and even if we were to prevail, such litigation or legal proceeding may be costly and time-consuming.

Product liability claims could damage our reputation and materially and adversely affect our business

The design, assembly and sale of human medical devices, particularly implantable life-sustaining medical devices, carries an inherent risk of product liability claims and other damage claims. While we have obtained product liability insurance coverage, subject to certain policy limits, for our clinical trials and other aspects of our business, insurance coverage is becoming increasingly

expensive and we may not be able to maintain our current coverage, or expand our insurance coverage to include future clinical trials or the sale of our products if marketing approval is obtained for such products, at a reasonable cost or in sufficient amounts to protect us against losses due to product liability or at all.

A successful product liability claim or series of claims brought against us could result in judgments, fines, damages and liabilities that could have a material adverse effect on our business, financial condition and results of operations. We may incur significant expense investigating and defending these claims, even if they do not result in liability. Moreover, even if no judgments, fines, damages or liabilities are imposed on us, our reputation could suffer, which could have a material adverse effect on our business, financial condition and results of operations.

Our products may be subject to certain pricing restrictions or group purchasing organisations that could reduce our product revenue

The successful commercialisation of our products will depend, in part, on the extent to which third-party reimbursement is available from government health administration authorities, private health care insurers and other health care funding organisations. Some element of price control over medical devices exists in most major markets and third party reimbursement is highly variable and complex. There is increasing pressure by governments worldwide to contain health care costs by limiting both the coverage and the level of reimbursement for therapeutic products and by refusing, in some cases, to provide any coverage for products that have not been approved by the relevant regulatory agency. There can be no assurance that health administration or third party coverage will allow us to achieve pricing that provides an appropriate return on our investment.

In addition, our potential or existing customer base may organise with each other or with third parties, such as distributors, manufacturers or hospitals, to negotiate prices that are lower than we may have been able to obtain from each individually. This would detrimentally affect our product revenue.

Our assembly facilities and the manufacturing facilities of our suppliers must comply with applicable regulatory requirements

Commercialisation of our products requires access to, or the development of manufacturing facilities that meet applicable regulatory standards to manufacture a sufficient supply of our products. Regulatory approvals are required to obtain CE marking in the European Union, and similar approvals must be obtained from the FDA for facilities that manufacture our products for US commercial purposes. Suppliers of components, materials and products used to assemble our products must also comply with applicable regulatory requirements. Compliance with such regulatory standards often requires significant time, money, resources and record-keeping and quality assurance efforts and will subject our Group and our suppliers to potential regulatory inspections and stoppages. If our Group and our suppliers fail to comply with the regulatory requirements for our assembly operations, our commercialisation efforts could be thwarted, which would materially and adversely affect our business, financial condition and results of operations.

In the United States, our assembly processes and those of some of our suppliers must comply with the FDA's Quality System Regulation ("**QSR**"), which governs the methods used in, and the facilities and controls used for, the design, testing, manufacture, control, quality assurance, installation, servicing, labelling, packaging, storage and shipping of medical devices. The FDA enforces the QSR through unannounced inspections. If we, or one of our suppliers, fail a QSR inspection, or if a corrective action plan adopted by us or one of our suppliers is not sufficient, the

FDA may bring an enforcement action, and our operations could be disrupted and our assembly delayed or ceased. We are also subject to the FDA's general prohibition against promoting our products for unapproved or "off-label" uses, the FDA's adverse event reporting requirements and the FDA's reporting requirements for field correction or product removals. The FDA has recently placed increased emphasis on its scrutiny of compliance with the QSR and these other postmarket requirements. Any failures to comply with QSR guidelines could materially and adversely affect our business, financial condition and results of operations.

As such, our Group will be required to demonstrate and maintain compliance with a variety of regulatory requirements. Compliance with specific regulatory requirements is subject to continual review and is rigorously monitored through periodic inspections by regulatory authorities. Product approvals or clearances by regulatory bodies may also be withdrawn due to failure to comply with regulatory standards or the occurrence of problems following initial approval. If our Group is unable to comply with the regulatory requirements or take satisfactory corrective steps in response to an adverse inspection, this could result in enforcement actions, including a public warning letter, a shutdown of, or restrictions on our assembly operations, delays in approving or clearing a product, refusal to permit the import or export of our products or other enforcement actions. Any such regulatory action could materially and adversely affect our business, financial condition and results of operations.

In addition, most other countries require us and our suppliers to comply with assembly and quality assurance standards for medical devices that are similar to those in force in the United States before marketing and selling our products in those countries. If we, or our suppliers, should fail to do so, we would lose our ability to market and sell our products in those countries.

Any disaster at our assembly facilities could disrupt our ability to assemble our products for a substantial amount of time, which could cause our revenues to decrease

We conduct our assembly at facilities in Pleasanton, California and Singapore. It would be difficult, expensive and time-consuming to transfer resources from one facility to the other, replace, or repair these facilities and our assembly equipment if they were significantly affected by a disaster, whether natural or otherwise. Additionally, we might be forced to rely on third-party manufacturers or to delay production of our products. Insurance for damage to our properties and the disruption of our business from disasters may not be sufficient to cover all of our potential losses and may not continue to be available to us on acceptable terms, or at all. In addition, if one of our principal suppliers were to experience a similar disaster, uninsured loss or under-insured loss, we might not be able to obtain adequate alternative sources of supplies or products or could face significant delays and incur substantial expenses in doing so. Any significant uninsured loss, prolonged or repeated disruption, or inability to operate experienced by us or any of our principal suppliers could cause significant harm to our business, financial condition and results of operations.

Undetected defects may increase our costs and impair the market acceptance of our products

Our products may in the future contain undetected defects. When these problems occur, we must divert the attention of our engineering personnel to address them. There is no assurance that we will not incur warranty or repair costs, be subject to liability claims for damages related to product defects, or experience manufacturing, shipping or other delays or interruptions as a result of these defects in the future. Our insurance policies may not provide sufficient protection should a claim be asserted. In addition, the occurrence of defects may result in significant customer relations problems and injury to our reputation, and may impair market acceptance of our products.

If we do not maintain our reputation with interventional physicians, our growth will be limited and our business could be harmed

Physicians typically influence the medical device purchasing decisions of the hospitals and other healthcare institutions in which they practice. Consequently, our reputation with interventional physicians is critical to our continued growth. We believe that we have built a positive reputation based on the quality of our products, our physician-driven product development efforts, our marketing and training efforts and our presence at medical society meetings. Any actual or perceived diminution in the quality of our products, or our failure or inability to maintain these other efforts, could damage our reputation with interventional physicians and cause our growth to be limited and our business to be harmed.

We are subject to healthcare fraud and abuse regulations that could result in significant liability, require us to change our business practices and restrict our operations in the future

We are subject to various federal, state and local laws targeting fraud and abuse in the healthcare industry, including anti-kickback and false claims laws. Violations of these laws are punishable by criminal or civil sanctions, including substantial fines, imprisonment and exclusion from participation in healthcare programs such as Medicare and Medicaid in the United States and health programs outside the United States. These laws and regulations are wide ranging and subject to changing interpretation and application, which could restrict our sales or marketing practices. Furthermore, since many of our customers rely on reimbursement from Medicare, Medicaid and other governmental programs to cover a substantial portion of their expenditures, our exclusion from such programs as a result of a violation of these laws could have a material adverse effect on our business, results of operations, financial condition and cash flow.

If our employees or agents violate the US Foreign Corrupt Practices Act or anti-bribery laws in other jurisdictions, we may incur fines or penalties, or experience other adverse consequences

We are subject to the US Foreign Corrupt Practices Act (**"FCPA"**) and similar anti-bribery laws in international jurisdictions which generally prohibit companies and their intermediaries from making improper payments to non-US officials for the purpose of obtaining or retaining business. Because of the predominance of government-sponsored healthcare systems around the world, many of our customer relationships outside of the United States are with governmental entities and are therefore subject to such anti-bribery laws. Our sales to customers and distributors outside of the United States have been increasing and we expect them to continue to increase in the future. If our employees or agents violate the provisions of the FCPA or other anti-bribery laws, we may incur fines or penalties, we may be unable to market our products in other countries or we may experience other adverse consequences which could have a material adverse effect on our business, financial conditions and results of operations.

We rely on specialised suppliers or sub-contractors for certain components and steps in the assembly process of our products

We depend on specialised suppliers for certain critical components, such as laser cuttings and angioplasty balloons and other components that are necessary to assemble our products. Further, while we have the capacity and the ability to assemble our products ourselves, we outsource certain steps in the assembly process to third parties. As these critical components are complex and the assembly process is subject to tight specifications and regulatory approvals, including by the FDA, there is limited availability of second source suppliers. Components may not always be

available at our standards or on acceptable terms, if at all, and we may be unable to locate alternative suppliers or produce necessary materials or components on our own. If we cannot timely obtain necessary materials or components, we may be unable to assemble products of sufficient quality in sufficient quantities to meet our customers' needs. We may also be unable to develop new products and applications and conduct clinical trials. This would compromise our ability to obtain necessary regulatory approvals, thereby impairing our ability to expand into new markets or develop new products.

We may not be successful in assembling products at the levels required to meet future demand

We are seeking to rapidly grow sales of our products, in particular the Chocolate PTA, through in particular, our distribution partner Cordis, and if we are successful, such growth may strain our ability to assemble an increasingly large supply of our products. We have never assembled products in quantities significantly in excess of our current levels. Manufacturers regularly experience difficulties in scaling up production and we may face such difficulties in increasing our assembly levels. Moreover, we may not be able to assemble our products with consistent and satisfactory quality or in sufficient quantities to meet demand. Our failure to produce products of satisfactory quality or in sufficient quantities could hurt our reputation; cause hospitals, surgeons or distributors to cancel orders or refrain from placing new orders for our products; and reduce or slow growth of sales of our products. Increases in our assembly volume also could make it harder for us to maintain control over expenses, manage our relationships with our suppliers, maintain good relations with our employees or otherwise manage our business. In addition, should we not be able to achieve our revenue forecast and our cash consumption starts to exceed forecasted consumption, management will need to adjust our product assembly and manage our inventory to the decreased sales volumes. If we do not make these adjustments in a timely manner, there could be material and adverse effect on our business, financial condition and results of operations.

We may be unable to accurately predict future sales through distributors that purchase products directly from us, which could harm our ability to forecast sales performance

A significant and growing portion of our sales are made through distributors that purchase our products directly from us for resale to hospitals. As a result, our financial results, quarterly product sales, trends and comparisons are affected by fluctuations in the buying patterns and inventory levels of these distributors. While we attempt to assist such distributors in forecasting their respective future sales and maintaining adequate inventory levels, we may not be consistently accurate or successful. In addition, our distributors' decision-making process regarding orders is complex and involves several factors, including surgeon demand levels, which can make it difficult to accurately predict our sales until late in a quarter. Our failure to accurately forecast sales through distributors that purchase products directly from us and the failure of such distributors to maintain adequate inventory levels could lead to a decline in sales and materially and adversely affect our business, financial condition and results of operations.

We face competitive pressures and there is no assurance that we will be able to compete successfully against our competitors

Competition in the medical device industry, including interventional devices, is intense. Our products will compete against products offered by substantial global public companies such as Medtronic, Inc., Abbott Laboratories, Boston Scientific Corporation and Covidien Ltd. Please refer to the sections entitled "General Information on our Group – Competitors" and "General Information on our Group – Competitive Strengths" of this Offer Document for details on our competitors and our competitive strengths.

The aforementioned global medical device competitors have significantly greater technical, regulatory, financial, manufacturing and human resources than our Group and have established reputations and/or significantly greater name recognition, as well as distribution channels and sales and marketing capabilities that are significantly larger and more established than those of our Group.

In addition, the medical device industry has, and is expected to continue to undergo, rapid and significant technological change, and we expect competition to intensify as technical advances are made, additional competitors enter the market, industry standards progress and the standard of care evolves. Our Group's competitors may develop and commercialise medical devices that are safer or more effective, have fewer side effects or are less expensive than any products that our Group may develop. They may also obtain regulatory clearance more rapidly than us or introduce less-invasive or non-invasive products into the marketplace. Our future success will depend largely upon our ability to anticipate and keep pace with such developments and advances. If our technologies or products become obsolete or uncompetitive, our related product sales would decrease. This would have a material and adverse effect on our business, financial condition and results of operations.

The medical industry is undergoing increased scrutiny and regulation by governmental authorities, leading to uncertainty in the present and future costs of business and compliance

The medical device industry is heavily regulated. Our medical device products and related business activities are subject to intense and increasing scrutiny and regulation by the FDA, other federal and state laws in the United States and foreign governmental authorities. Our products, once approved for commercial sale in our target markets, are subject to local regulations. Any changes to our products may require additional approvals. The process of obtaining such approvals from the relevant regulatory agencies and complying with the relevant local legislations is time-consuming and expensive.

Our products are, *inter alia*, subject to FDA clearance, CE marking, Shonin approval and CFDA before being commercially sold in the United States, the European Union, Japan and the PRC respectively. Obtaining regulatory approval may be a time-consuming and expensive process. There is no assurance that after the lengthy process, approval will be granted. There is also no assurance that once approved, such approvals will not be revoked if problems develop with the product.

Additionally, both federal and state laws in the United States have recently been passed or are being legislated regarding the disclosure of compensation made to health care providers. The additional regulation and disclosure requirements may increase compliance costs, increase our exposure to litigation, and adversely impact our business.

We are subject to healthcare laws and regulations and reforms in such legislations in our target markets could materially and adversely affect our Group's future revenue and financial condition

In recent years, there have been numerous initiatives on the federal and state levels in the United States for comprehensive reforms affecting the payment for, the availability of and reimbursement for health care services, and it is likely that legislatures and health agencies will continue to focus on health care reform in the future. The Patient Protection and Affordable Health Care Act of 2010 ("**PPACA**") and the Heath Care and Education and Reconciliation Act of 2010, which amends the PPACA (collectively the "**US Health Reform Laws**"), were signed into law in March 2010 in the

United States. While the US Health Reform Laws may increase the number of patients who have insurance coverage for our products, they also include provisions that will reduce our revenue. For example, the US Health Reform Laws include new regulatory mandates and other measures designed to constrain medical costs, as well as imposes a 2.3% tax on medical device manufacturers that are expected to cost the medical device industry up to US$20 billion over the next decade. Complying with the US Health Reform Laws could significantly increase our costs and adversely affect our business and financial condition.

Further, the 2010 Health Care Reform Legislation includes the Physician Payments Sunshine Act, which, in conjunction with its implementing regulations, requires manufacturers of certain drugs, biologics, and devices that are covered by Medicare and Medicaid to record all transfers of value to physicians and teaching hospitals starting on 1 August 2013 and to begin reporting the same for public disclosure to the Centres for Medicare and Medicaid Services by 31 March 2014. Several other states and a number of countries worldwide have adopted or are considering the adoption of similar transparency laws. The failure to report appropriate data may result in civil or criminal fines and/or penalties.

We are unable to predict the future course of federal or state health care legislation in the United States. The Health Reform Laws and further changes in the law or regulatory framework that reduce our revenues or increase our costs could also have a material adverse effect on our business, financial condition and results of operations and cash flows, and could cause the market value of our common stock to decline.

Additionally, we encounter similar regulatory and legislative issues in most other countries. In the European Union and some other international markets, the government provides health care at low cost to consumers and regulates prices, patient eligibility or reimbursement levels to control costs for the government-sponsored health care system. This international system of price regulations may lead to inconsistent prices. Within the European Union and other countries, the availability of our products in some markets at lower prices undermines our sales in some markets with higher prices. Additionally, certain countries set prices by reference to the prices in other countries where our products are marketed. Our inability to secure adequate prices in a particular country may also impair our ability to obtain acceptable prices in existing and potential new markets.

Changes in reimbursement levels by governmental or other third-party payors for procedures using our products may cause our revenues to decline

Our products are purchased principally by hospitals or physicians which typically bill various third-party payors, such as governmental programs (e.g. Medicare and Medicaid in the United States and comparable foreign programs), private insurance plans and managed care plans, for the healthcare services provided to their patients. The ability of our customers to obtain appropriate reimbursement for products and services from third-party payors is critical to the success of medical device companies because it affects which products our customers purchase and the prices they are willing to pay. Reimbursement varies by country and can significantly impact the acceptance of new technology. Implementation of healthcare reforms in the United States and in other countries may limit, reduce or eliminate reimbursement for our products and adversely affect both our pricing flexibility and the demand for our products. Even when we develop a promising new product, we may find limited demand for the product unless reimbursement approval is obtained from private and governmental third party payors.

Third-party payors have adopted, and are continuing to adopt, a number of healthcare policies intended to curb rising healthcare costs. These policies include:

- controls on government-funded reimbursement for healthcare services and price controls on medical products and services providers;

- challenges to the pricing of medical procedures or limits or prohibitions on reimbursement for specific devices and therapies through other means; and

- the introduction of managed care systems in which healthcare providers contract to provide comprehensive healthcare for a fixed cost per person.

We are unable to predict whether federal, state or local healthcare reform legislation or regulation affecting our business may be proposed or enacted in the future, or what effect any such legislation or regulation would have on our business. Changes in healthcare systems in the United States or elsewhere in a manner that significantly reduces reimbursement for procedures using our medical devices or denies coverage for these procedures, or adverse decisions relating to our products by administrators of these systems in coverage or reimbursement issues, would have an adverse impact on the acceptance of our products and the prices which our customers are willing to pay for them.

Our business may remain unprofitable

Our Group had been loss-making during the Period Under Review. There can be no assurance that our distributors and our Group will be able to secure sufficient sales for our products to generate significant revenue and to attain profitability, or if attained, there can be no assurance that we will be able to sustain the profitability for our Group.

We are dependent on key management personnel

The continued success of our Group is dependent to a large extent on our ability to retain our key management personnel, in particular, our CEO, Dr Eitan Konstantino and our Executive Officers. There is no assurance that we will be able to retain our Executive Directors and Executive Officers. In addition, there is no assurance that we will be able to recruit and retain suitable replacements should they leave. While our Group has so far been able to maintain a stable group of key management personnel, there is no assurance that we will be able to continue to retain them in future. We believe that the loss of the services of any of our key management personnel without adequate replacement will have an adverse impact on our business, financial performance and prospects.

We are dependent on the availability of adequately skilled personnel

Our ability to operate successful and manage our potential future growth depends significantly on our ability to attract, retain and motivate highly skilled and qualified research, technical, clinical, regulatory, sales, marketing, managerial and financial personnel. Skilled personnel with the appropriate experience in our industry are limited and competition for the employment of such personnel is intense. There is no assurance that we will be able to attract the necessary skilled personnel or that we will be able to retain the skilled personnel whom we have trained at our cost. If we are unable to retain our skilled personnel or find suitable and timely replacements for the skilled personnel that leave us, our revenue and profitability will be materially and adversely affected.

We are an international business, and we are exposed to various global and local risks that could have a material adverse effect on our financial condition and results of operations

We have operations in Singapore and the United States, where we develop and assemble products in our research and assembly facilities. Consequently, we face complex legal and regulatory requirements in multiple jurisdictions, which may expose us to certain financial and other risks, including currency fluctuations. International sales and operations are subject to a variety of risks, including:

- greater difficulty in staffing and managing foreign operations;
- greater risk of uncollectible accounts;
- longer collection cycles;
- logistical and communications challenges;
- potential adverse changes in laws and regulatory practices, including export license requirements, trade barriers, tariffs and tax laws;
- changes in labour conditions;
- burdens and costs of compliance with a variety of foreign laws;
- political and economic instability;
- increases in duties and taxation;
- greater difficulty in protecting intellectual property; and
- general economic and political conditions in these foreign markets.

International markets are also affected by economic pressure to contain reimbursement levels and healthcare costs. Profitability from our international operations may be limited by risks and uncertainties related to regional economic conditions, regulatory and reimbursement approvals, competing products, infrastructure development, intellectual property rights protection and our ability to implement our overall business strategy.

We expect these risks will increase as we pursue our strategy to expand operations into new geographic markets. We may not succeed in developing and implementing effective policies and strategies in each location where we conduct business. Any failure to do so may harm our business, results of operations and financial condition.

Our international assembly and sales operations expose us to foreign exchange risk

Presently, all of our revenue and a majority of our costs are denominated in US dollars. Our cash flows and revenue may be affected by the foreign exchange rate between US dollars and Singapore dollars. For example, to the extent that we need to convert US dollars into Singapore dollars for our operational needs in Singapore, and if Singapore dollars should appreciate against the US dollar at that time, our cash flows would be reduced which could materially and adversely affect our business. We do not currently have a formal hedging policy, and we may in the future experience economic losses as a result of foreign currency exchange rate fluctuations.

Tax authorities in several jurisdictions, including the US and Singapore, may assert that our activities have been or are subject to a greater tax burden than that reported by us to such authorities. Such increased tax burden could materially and adversely affect the amount of cash available for investment in our business, our results of operations and the value of our Shares

We have business operations in many geographic locations around the world. Many transactions require the participation of various members of our corporate group. Tax authorities from several jurisdictions, including the US and Singapore, may take the position that we have not complied with all applicable tax laws or may disagree with the amount of taxes that we believe we are required to pay based on consultations with our professional tax and legal advisors. For example, certain cross-border payments relating to our technology could be subjected to a withholding tax in the country of source.

There can be no assurance that the tax authorities will not assert that a tax greater than the amount paid and/or reserved is due and owing with respect to our income for prior or future fiscal years, and therefore our present or future tax reserve may not be adequate. We will continue to evaluate our tax position and, with the advice of our professional tax and legal advisors, may decide to change our tax reporting and/or tax reserve policies in future periods.

We may fail to successfully implement our expansion strategy

As set out in the section entitled "Prospects, Business Strategies and Future Plans – Business Strategy and Future Plans" in this Offer Document, we intend to (i) deepen and leverage our existing collaborative relationships; (ii) rapidly and concurrently advance our pipeline products and improve on our existing products; and (iii) expand the operations of our Group through (a) improving our existing infrastructure and (b) building up our brand name further and increasing awareness of our products. Our future capital requirements may be substantial as we grow through acquisitions and investments. We may need significant external financing to fund our growth strategy. Our ability to obtain additional financing depends on a number of factors, such as market conditions and our operating performance. We may not be able to obtain additional financing in a timely manner and upon acceptable terms, or at all. If we fail to obtain necessary funds upon acceptable terms or at all, we may be forced to delay research and development activities, clinical trials, potential acquisitions and investments or otherwise curtail or cease our operations.

It is likely that we may require additional financing in the future

It is likely that we may need to access the capital markets for debt or equity financing to fund future capital expenditure after the listing of and quotation for our Shares on Catalist. Additional equity financing may result in a dilution to the shareholdings of the holders of our Shares. Additional debt financing may include conditions that restrict our freedom to operate our business, limit our ability to pay dividends or require us to seek consent for the payment of dividends, require us to maintain certain financial ratios or require us to dedicate a portion of our cash flow from operations to payments of our debt. These conditions may limit our flexibility in planning for, or reacting to, changes in our business and our industry. There is no assurance that we will be able to obtain any additional financing on terms that are acceptable to us or at all. If we are unable to obtain such financing, our financial performance may be materially and adversely affected.

RISKS RELATING TO AN INVESTMENT IN OUR SHARES

Investment in shares quoted on Catalist involves a higher degree of risk and can be less liquid than shares quoted on the Main Board of the SGX-ST

An application has been made for our Shares to be listed for quotation on Catalist, a listing platform designed primarily for fast-growing and emerging or smaller companies to which a higher investment risk tends to be attached as compared to larger or more established companies listed on the Main Board of the SGX-ST. An investment in shares quoted on Catalist may carry a higher risk than an investment in shares quoted on the Main Board of the SGX-ST and the future success and liquidity in the market of our Shares cannot be guaranteed.

Investment in our Shares will face immediate dilution and may experience further dilution

Our Issue Price of S$0.28 per Share is substantially higher than our NAV per Share of S$0.11 (based on the pro forma NAV as referred to in the section entitled "Dilution" of this Offer Document and as adjusted for the net proceeds from the issue of Placement Shares). If we were liquidated immediately following the Placement, each investor subscribing for the Placement Shares would receive less than the price he paid for the Shares. Additionally, there are existing Options and we also intend to grant new options under the 2014 QTV Employee Share Option Scheme. To the extent that new Shares are issued pursuant to the exercise of the Options and the options granted under the 2014 QTV Employee Share Option Scheme, there will be further dilution to investors in this Placement. Please refer to the section entitled "Dilution" of this Offer Document for further details.

Future sales or issuance of our Shares could materially and adversely affect our Share price

Any future sale or issuance or availability of a large number of our Shares in the public market or perception thereof may have a downward pressure on our Share price. These factors also affect our ability to sell additional equity securities in the future, at a time and price we deem appropriate. Save as disclosed under the section entitled "Shareholders – Moratorium" of this Offer Document, there will be no restriction on the ability of our Shareholders to sell their Shares either on the SGX-ST or otherwise.

In addition, our Share price may be under downward pressure if certain of our Shareholders sell their Shares upon the expiry of their moratorium periods.

There has been no prior market for our Shares and the Placement may not result in an active or liquid market and there is a possibility that our Share price may be volatile

Prior to the Placement, there has been no public market for our Shares. Although we have made an application to the SGX-ST to list our Shares on Catalist, there is no assurance that an active trading market for our Shares will develop, or if it develops, be sustained. There is also no assurance that the market price for our Shares will not decline below the Issue Price. The market price of our Shares could be subject to significant fluctuations due to various external factors and events including the liquidity of our Shares in the market, differences between our actual financial or operating results and those expected by investors and analysts, the general market conditions and broad market fluctuations.

Our Share price may be volatile in future which could result in substantial losses for investors purchasing Shares pursuant to the Placement

The trading price of our Shares may fluctuate significantly and rapidly after the Placement as a result of, among others, the following factors, some of which are beyond our control:

- variations of our operating results;
- changes in securities analysts' estimates of our financial performance;
- additions or departures of our key management personnel;
- material changes or uncertainty in the political, economic and regulatory environment in the markets that we operate;
- fluctuations of stock markets prices and volume;
- announcements by us of significant acquisitions, strategic alliances or joint ventures;
- successes or failures of our efforts in implementing business and growth strategies including our research and development efforts;
- involvement in litigations; and
- general economic and stock market conditions.

The actual performance of our Company may differ materially from the forward-looking statements in this Offer Document

This Offer Document contains forward-looking statements, which are based on a number of assumptions which are subject to significant uncertainties and contingencies, many of which are outside our control. Furthermore, our revenue and financial performance are dependent on a number of external factors, including demand for our services which may decrease for various reasons, such as increased competition within the industry or changes in applicable laws and regulations. We cannot assure you that these assumptions will be realised and our actual performance will be as projected.

Negative publicity which includes those involving our Group, any of our Directors, Executive Officers or Controlling Shareholders may materially and adversely affect our Share price

Negative publicity or announcements involving our Group, any of our Directors, Executive Officers or Controlling Shareholders may materially and adversely affect the market perception or the performance of our Shares, whether or not it is justifiable. Examples of these include unsuccessful attempts in joint ventures, acquisitions or takeovers, or involvement in insolvency proceedings.

We may not be able to pay dividends in the future

Our ability to declare dividends to our Shareholders will depend on our future financial performance and distributable reserves of our Company, which, in turn, depends on us successfully implementing our strategies and on financial, competitive, regulatory, technical and other factors, general economic conditions, demand for and selling prices of our products and services and other factors specific to our industry, many of which are beyond our control. As such, there is no assurance that our Company will be able to pay dividends to our Shareholders after the completion of the Placement. In the event that our Company enters into any loan agreements in the future, covenants therein may also limit when and how much dividends we can declare and pay.

USE OF PROCEEDS FROM THE PLACEMENT AND EXPENSES INCURRED

The estimated net proceeds to be raised by our Company from the issue of the Placement Shares (after deducting the estimated expenses of approximately S$4.7 million) is approximately S$50.3 million.

The allocation of each principal intended use of proceeds from the issue of the Placement Shares and the estimated listing expenses is set out below:

Use of proceeds from the Placement	**Amount (S$'000)**	**Estimated amount allocated for each dollar of the proceeds raised from the issue of the Placement Shares (as a % of gross proceeds)**
Commercial expansion[(1)]	5,000	9.1
Development of new products and product enhancements	15,000	27.3
General working capital purposes	30,261	55.0
Net proceeds	50,261	91.4
Estimated listing expenses[(2)]		
Professional fees and expenses[(3)]	1,655	3.0
Placement commission[(4)]	2,750	5.0
Miscellaneous expenses (including listing fees)	334	0.6
Gross proceeds from the Placement Shares	**55,000**	**100.0**

Notes:

(1) Commercial expansion includes marketing activities, expenses incurred in entering into further supplier and distributorship agreements, market expansion activities and costs of our sales force.

(2) Of the total estimated listing expenses to be borne by our Company, approximately S$3.3 million (or the equivalent of US$2.6 million) will be capitalised against share capital and the balance of the estimated listing expenses will be charged to the profit and loss account of our Company.

(3) This excludes professional fees paid by our Company to PPCF by the issue and allotment of 7,558,828 PPCF Shares to PPCF.

(4) The amount of placement commission per Placement Share, agreed upon between the Joint Placement Agents and our Company is 5.0% of the Issue Price for each Placement Share. Please refer to the section entitled "General and Statutory Information – Placement Arrangement" of this Offer Document for further details.

Please refer to the section entitled "Prospects, Business Strategies and Future Plans – Business Strategies and Future Plans" of this Offer Document for further details on our future plans. In particular, our future plans may be funded apart from the proceeds from the Placement, either through internally generated funds and/or external borrowings.

In the reasonable opinion of our Directors, there is no minimum amount which must be raised from the Placement.

USE OF PROCEEDS FROM THE PLACEMENT AND EXPENSES INCURRED

Pending the deployment of the net proceeds from the issue of the Placement Shares as aforesaid, the funds will be placed in short-term deposits with financial institutions, used to invest in short term money market instruments and/or used for our working capital requirements as our Directors may deem appropriate.

We will make periodic announcements on the use of the net proceeds from the issue of the Placement Shares as and when the funds are materially disbursed, and provide a status report on the use of the proceeds in our annual report.

In the event that any part of our proposed uses of the net proceeds from the issue of the Placement Shares does not materialise or proceed as planned, our Directors will carefully evaluate the situation and may reallocate the intended funding to other purposes and/or hold such funds on short-term deposits for so long as our Directors deem it to be in the interests of our Company and our Shareholders, taken as a whole. Any change in the use of the net proceeds will be subject to the Catalist Rules and appropriate announcements will be made by our Company on SGXNET at the SGX-ST's website, http://www.sgx.com.

PLACEMENT STATISTICS

ISSUE PRICE	28.0 cents
NAV[(1)]	
Pro forma NAV per Share based on the unaudited pro forma consolidated statement of financial position of our Group as at 30 September 2013:	
(a) before adjusting for the estimated net proceeds from the Placement and based on our Company's pre-Placement share capital of 551,895,008 Shares	5.3 cents
(b) after adjusting for the estimated net proceeds from the Placement and based on our Company's post-Placement share capital of 755,882,836 Shares	10.5 cents
Premium of Issue Price over the pro forma NAV per Share based on the unaudited pro forma consolidated statement of financial position of our Group as at 30 September 2013:	
(a) before adjusting for the estimated net proceeds from the Placement and based on our Company's pre-Placement share capital of 551,895,008 Shares	428.3%
(b) after adjusting for the estimated net proceeds from the Placement and based on our Company's post-Placement share capital of 755,882,836 Shares	166.7%
NTA[(1)]	
Pro forma NTA per Share based on the unaudited pro forma consolidated statement of financial position of our Group as at 30 September 2013:	
(a) before adjusting for the estimated net proceeds from the Placement and based on our Company's pre-Placement share capital of 551,895,008 Shares	4.0 cents
(b) after adjusting for the estimated net proceeds from the Placement and based on our Company's post-Placement share capital of 755,882,836 Shares	9.6 cents
Premium of Issue Price over the pro forma NTA per Share based on the unaudited pro forma consolidated statement of financial position of our Group as at 30 September 2013:	
(a) before adjusting for the estimated net proceeds from the Placement and based on our Company's pre-Placement share capital of 551,895,008 Shares	600.0%
(b) after adjusting for the estimated net proceeds from the Placement and based on our Company's post-Placement share capital of 755,882,836 Shares	191.7%

PLACEMENT STATISTICS

Earnings[2]	
Historical LPS based on the consolidated financial results of our Group for FY2012 and our Company's pre-Placement share capital of 551,895,008 Shares	(1.3) cents
Historical LPS based on the consolidated financial results of our Group for FY2012 and our Company's pre-Placement share capital of 551,895,008 Shares, assuming that the Service Agreement had been in place since the beginning of FY2012	(1.3) cents
PER	
Historical PER based on the Issue Price and the historical EPS for FY2012	N.M.[3]
Historical PER based on the Issue Price and the historical EPS for FY2012, assuming that the Service Agreement had been in place since the beginning of FY2012	N.M.
Net operating cash flow[4]	
Historical net operating cash flow per Share for FY2012 based on our Company's pre-Placement share capital of 551,895,008 Shares	(2.9) cents
Historical net operating cash flow per Share for FY2012 based on our Company's pre-Placement share capital of 551,895,008 Shares, assuming that the Service Agreements had been in place since the beginning of FY2012	(2.9) cents
Price to net operating cash flow	
Ratio of Issue Price to historical net operating cash flow per Share for FY2012	N.M.
Ratio of Issue Price to historical net operating cash flow per Share for FY2012, assuming that the Service Agreement had been in place since the beginning of FY2012	N.M.
Market Capitalisation	
Our market capitalisation based on the Issue Price and our Company's post-Placement share capital of 755,882,836 Shares	S$211.6 million

Notes:

(1) Based on the exchange rate of US$1 to S$1.2572, being the closing exchange rate as at 30 September 2013.

(2) Based on the exchange rate of US$1 to S$1.2499, being the average exchange rate for FY2012.

(3) N.M. means not meaningful.

(4) Net operating cash flow refers to the net cash flows from operating activities.

EXCHANGE RATES

The reporting currency of our Group is the US Dollar. The exchange rates for US$ to S$ as outlined in the tables below are from OANDA Corporation[(1)] and have been presented solely for informational purposes only. The tables and figures below should not be construed as representations that those S$ could have been, could be or would be, converted or convertible into US$, as the case may be, at any particular rate, the rate stated below, or at all.

The table below sets forth the highest and lowest exchange rates from US$ to S$ for each month for the past six (6) months prior to the Latest Practicable Date. The table below indicates how much S$ can be bought with one (1) US$:

	US$ to S$	
Month	**High**	**Low**
September 2013	1.2779	1.2457
October 2013	1.2563	1.2365
November 2013	1.2555	1.2398
December 2013	1.2698	1.2498
January 2014	1.2801	1.2628
February 2014	1.2778	1.2595
1 March 2014 through 18 March 2014	1.2701	1.2653

As at the Latest Practicable Date, the exchange rate was US$1.00 to S$1.2655.

The following table sets forth, for the Period Under Review, the average and closing exchange rates from US$ to S$. The average exchange rates are calculated using the average of the closing exchange rates on the last day of each month during each financial period. Where applicable, the exchange rates in this table are used for the translation of our Company's financial statements disclosed elsewhere in this Offer Document.

	US$ to S$	
	Average	**Closing**
FY2010	1.3637	1.2913
FY2011	1.2574	1.2993
FY2012	1.2499	1.2241
9M2013	1.2518	1.2572

Note:

(1) The above information is extracted and compiled from www.oanda.com on the Latest Practicable Date and is included in its proper form and context in this Offer Document. The accuracy of the information has not been verified by our Directors, the Manager, Sponsor and the Joint Placement Agents. OANDA Corporation has not consented to the inclusion of the information in this Offer Document for the purposes of Section 249 of the SFA, and is not liable under Sections 253 and 254 of the SFA.

DIVIDEND POLICY

Our Company has not distributed any dividends since its incorporation on 6 March 2013. None of our subsidiaries has declared or paid dividends for the Period Under Review.

We do not have a fixed dividend policy and we are not able to declare dividends as we are not profitable.

As and when we are profitable and if we determine it to be in the best interests of our Company and the Shareholders, we may declare dividends by way of an ordinary resolution of our Shareholders at a general meeting, but may not pay dividends in excess of the amount recommended by our Board of Directors. The declaration and payment of dividends will be determined at the sole discretion of our Directors, subject to the approval of our Shareholders. There can be no assurance that dividends will be paid in the future and the amount of dividends declared and paid by us in the past should not be taken as an indication of the dividends payable in the future.

The form, frequency and amount of declaration and payment of future dividends on our Shares that our Directors may recommend or declare in respect of any particular financial year or period will be subject to the factors outlined below as well as other factors deemed relevant by our Directors:

(a) the level of our cash and retained earnings;

(b) our actual and projected financial performance;

(c) our projected levels of capital expenditure and expansion plans;

(d) our working capital requirements and general financing condition; and

(e) restrictions on payment of dividends imposed on us (if any).

Our Directors may also declare an interim dividend without the approval of our Shareholders. In making their recommendations, our Directors will consider, *inter alia*, our retained earnings and expected future earnings, operations, cash flow, capital requirements and general financing condition, as well as general business conditions and other factors which our Directors may deem appropriate. Future dividends will be paid by us as and when approved by our Shareholders (if necessary) and Board of Directors.

For information relating to taxes payable on dividends, please refer to the section entitled "Taxation" as set out in Appendix I of this Offer Document.

Our Company (Company registration number 201305911K) was incorporated in Singapore on 6 March 2013 under the Companies Act as a private limited company under the name of "QT Vascular Pte. Ltd.". As at the date of incorporation, our issued and paid-up share capital was S$1.00 comprising one (1) Share. On 22 August 2013, our Company converted into a public limited company and changed our name to "QT Vascular Ltd.".

Pursuant to the written resolutions passed by our Shareholders on 9 April 2014, our Shareholders approved, *inter alia*, the following:

(i) the sub-division of the issued share capital of our Company into 391,730,032 Shares (the "**Sub-Division**");

(ii) the listing and quotation of all the issued Shares (including the Placement Shares to be allotted and issued as part of the Placement, the PPCF Shares and Option Shares) on Catalist to be approved;

(iii) the adoption of a new set of Articles of Association;

(iv) the allotment and issue of 7,558,828 PPCF Shares to PPCF in part satisfaction of their professional fees as Manager and Sponsor;

(v) the allotment and issue of 196,429,000 Placement Shares pursuant to the Placement, which when allotted, issued and fully paid-up, will rank *pari passu* in all respects with the existing issued and fully paid-up Shares;

(vi) the adoption of 2014 QTV Employee Share Option Scheme, and the authorisation of our Directors, pursuant to Section 161 of the Companies Act, to allot and issue Shares upon exercise of the options granted under the 2014 QTV Employee Share Option Scheme;

(vii) the authorisation of our Directors, pursuant to Section 161 of the Companies Act, to (i) allot and issue Shares in our Company; and (ii) issue convertible securities and any Shares in our Company pursuant to the convertible securities, whether by way of rights issue, bonus issue or otherwise, at any time and upon such terms and conditions, whether for cash or otherwise and for such purposes and to such persons as our Directors shall in their absolute discretion deem fit, provided that the aggregate number of Shares to be issued pursuant to such authority shall not exceed 100.0% of the issued share capital of our Company immediately after the Placement excluding treasury shares and that the aggregate number of Shares to be issued other than on a pro-rata basis to the then existing Shareholders of our Company shall not exceed 50.0% of the issued share capital of our Company immediately after the Placement excluding treasury shares. Unless revoked or varied by our Company in general meeting, such authority shall continue in full force until the conclusion of the next annual general meeting of our Company or the date by which the next annual general meeting is required by law or by our Articles to be held, whichever is earlier, except that our Directors shall be authorised to allot and issue new Shares pursuant to the convertible securities notwithstanding that such authority has ceased.

For the purposes of this resolution and pursuant to Rules 806(3) and 806(4) of the Catalist Rules, "issued share capital of our Company immediately after the Placement excluding treasury shares" shall mean the enlarged issued and paid-up share capital of our Company after the Placement excluding treasury shares after adjusting for (i) new Shares arising from the conversion or exercise of any convertible securities; (ii) new Shares arising from exercising share options or vesting of share awards outstanding or subsisting at the time such authority is given, provided that the options or awards were granted in compliance with the Catalist Rules; and (iii) any subsequent consolidation or subdivision of shares.

As at the date of this Offer Document, our Company has only one (1) class of shares, being ordinary shares. A summary of the Articles of Association of our Company relating to, among others, the voting rights of our Shareholders is set out in the section entitled "Summary of Selected Articles of Association of our Company" as set out in Appendix H of this Offer Document. There is no founder, management or deferred shares.

Options have been granted to (i) employees, Consultants and directors of TriReme US pursuant to the 2005 Stock Plan and (ii) employees, Consultants and directors of Quattro Vascular pursuant to the 2010 Equity Incentive Plan. Pursuant to step 6 of the Restructuring Exercise, the options under the 2005 Stock Plan and the 2010 Equity Incentive Plan were assumed by our Company. Additionally, pursuant to step 8 of the Restructuring Exercise, our Company adopted the QTV 2013 Share Plan. Options had been granted to employees, Consultants and directors of our Company under the QTV 2013 Share Plan. Please refer to the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document for further details on step 6 and step 8. Details of the Options granted and assumed by our Company are set out in the section entitled "Directors, Management and Staff – Remuneration of Directors, Executive Officers and Related Employees" of this Offer Document. Save as aforesaid, no person has been, or is permitted to be, given an option to subscribe for or purchase any securities of our Company or any of our subsidiaries. Please refer to "Rules of the 2005 Stock Plan", "Rules of the 2010 Equity Incentive Plan" and "Rules of the QTV 2013 Share Plan" in Appendices C, D and E of this Offer Document for the respective rules of the 2005 Stock Plan, the 2010 Equity Incentive Plan and the QTV 2013 Share Plan.

As at the Latest Practicable Date, save as disclosed in the section entitled "Directors, Management and Staff – Remuneration of Directors, Executive Officers and Related Employees" of this Offer Document, no option to subscribe for Shares in our Company has been granted to, or was exercised by, any of our Directors or Executive Officers.

As at the date of this Offer Document, the issued and paid-up share capital of our Company is S$65.2 million comprising 551,895,008 Ordinary Shares. More than 10.0% of the capital of our Company has been paid for with assets other than cash. Please refer to the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document for further details.

Upon the allotment and issue of the Placement Shares which are the subject of the Placement, the resultant issued and paid-up share capital of our Company will be increased to S$117.0 million comprising 755,882,836 Shares.

Details of changes in our issued and paid-up capital since our incorporation and our issued and paid-up share capital immediately after the Placement are as follows:

	Number of shares	Resultant issued and paid-up share capital (S$)
Issued and paid-up Shares as at our incorporation	1 Ordinary Share	1.00
Shares issued pursuant to steps 2, 4, 5 and 10 of the Restructuring Exercise[(1)]	4,399,198 Ordinary Shares 1,600,000 Series A-1 Preference Shares 2,607,406 Series A-2 Preference Shares 185,120 Series A-3 Preference Shares 231,809 Series A-4 Preference Shares 890,172 Series A-5 Preference Shares 3,367,030 Series A-6 Preference Shares 7,638,109 Series B Preference Shares	Ordinary Share Capital: 3,110,423.92[(4)] Preference Share Capital: 32,791,936.98[(4)]
Shares as at 31 December 2013	4,542,189 Ordinary Shares 1,600,000 Series A-1 Preference Shares 2,607,406 Series A-2 Preference Shares 172,149 Series A-3 Preference Shares 231,809 Series A-4 Preference Shares 890,172 Series A-5 Preference Shares 3,367,030 Series A-6 Preference Shares 7,638,109 Series B Preference Shares	Ordinary Share Capital: 3,145,673.85[(4)] Preference Share Capital: 32,699,022.48[(4)]
Shares immediately after the completion of the Restructuring Exercise and steps 13 and 14[(2)] of the Additional Capitalisation and before the Subdivision of Shares	24,483,127 Ordinary Shares	Ordinary Share Capital: 40,476,486.12[(4)]
Shares immediately after the Subdivision of Shares	391,730,032 Ordinary Shares	Ordinary Share Capital: 40,476,486.12[(4)]
Shares immediately after the completion of the Restructuring Exercise and Additional Capitalisation	551,895,008 Ordinary Shares	Ordinary Share Capital: 65,226,623.12[(4)]
Pre-Placement issued and paid-up share capital	551,895,008 Ordinary Shares	Ordinary Share Capital: 65,226,623.12[(4)]
Issue of Placement Shares and PPCF Shares pursuant to the Placement	203,987,828 Ordinary Shares	Ordinary Share Capital: 51,733,176.18[(3)(4)]
Post-Placement issued and paid-up share capital	755,882,836 Ordinary Shares	Ordinary Share Capital: 116,959,749.30[(4)]

Notes:

(1) Please refer to paragraphs 2, 4, 5 and 10 in the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document for further details.

(2) Please refer to paragraphs 13 and 14 in the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document for further details.

(3) This takes into account the capitalisation of the estimated expenses of approximately S$3.3 million (or the equivalent fo US$2.6 million) incurred in connection with the Placement.

(4) The figures have been rounded to two (2) decimal places.

Changes in issued and paid-up share capital of our Group

Save as provided for in the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document, details of the changes in the issued and paid-up share capital of our Company and our Subsidiaries within the three (3) years preceding the Latest Practicable Date are as follows:

Our Company

Date	Number of shares issued/(reduced)	Consideration	Purpose of Issue/reduction	Resultant issued shares
6 March 2013	1 Ordinary Share	S$1.00	Incorporation	1 Ordinary Share
31 October 2013	(3,502 Ordinary Shares)	US$2,025.00	Share cancellation from a selective off-market acquisition(1)	4,395,697 Ordinary Shares 1,600,000 Series A-1 Preference Shares 2,607,406 Series A-2 Preference Shares 185,120 Series A-3 Preference Shares 231,809 Series A-4 Preference Shares 890,172 Series A-5 Preference Shares 3,367,030 Series A-6 Preference Shares 7,638,109 Series B Preference Shares
31 October 2013	(12,971 Series A-3 Preference Shares)	US$75,000.00	Share cancellation from a selective off-market acquisition(1)	4,395,697 Ordinary Shares 1,600,000 Series A-1 Preference Shares 2,607,406 Series A-2 Preference Shares 172,149 Series A-3 Preference Shares 231,809 Series A-4 Preference Shares 890,172 Series A-5 Preference Shares 3,367,030 Series A-6 Preference Shares 7,638,109 Series B Preference Shares
27 November 2013	26,492 Ordinary Shares	S$20,943.69	Exercise of Options(2)	4,422,189 Ordinary Shares 1,600,000 Series A-1 Preference Shares 2,607,406 Series A-2 Preference Shares 172,149 Series A-3 Preference Shares 231,809 Series A-4 Preference Shares 890,172 Series A-5 Preference Shares 3,367,030 Series A-6 Preference Shares 7,638,109 Series B Preference Shares
9 December 2013	120,000 Ordinary Shares	S$16,300.00	Exercise of Options(3)	4,542,189 Ordinary Shares 1,600,000 Series A-1 Preference Shares 2,607,406 Series A-2 Preference Shares 172,149 Series A-3 Preference Shares 231,809 Series A-4 Preference Shares 890,172 Series A-5 Preference Shares 3,367,030 Series A-6 Preference Shares 7,638,109 Series B Preference Shares
13 January 2014	67,935 Series B Preference Shares	S$250,000.80	Allotment and issue(4)	4,542,189 Ordinary Shares 1,600,000 Series A-1 Preference Shares 2,607,406 Series A-2 Preference Shares 172,149 Series A-3 Preference Shares 231,809 Series A-4 Preference Shares 890,172 Series A-5 Preference Shares 3,367,030 Series A-6 Preference Shares 7,706,044 Series B Preference Shares
10 March 2014	1,080 Ordinary Shares	S$797.04	Exercise of Options(5)	4,543,269 Ordinary Shares 1,600,000 Series A-1 Preference Shares 2,607,406 Series A-2 Preference Shares 172,149 Series A-3 Preference Shares 231,809 Series A-4 Preference Shares 890,172 Series A-5 Preference Shares 3,367,030 Series A-6 Preference Shares 7,706,044 Series B Preference Shares

TriReme US

Date	Number of shares issued	Consideration	Purpose of Issue	Resultant issued share capital
5 November 2009 to 5 November 2010	23,328,179 shares of Series D preferred stock (on an outstanding basis)	US$13,297,058.61	Allotment and issue	Ordinary Share Capital: US$137,789.60 Preferred Share Capital: US$34,604,748.85
5 July 2011 to 31 March 2013	48,205 ordinary shares	US$4,975.50	Exercise of Options	Ordinary Share Capital: US$139,765.10 Preferred Share Capital: US$34,604,748.85

TriReme SG

Date	Number of shares issued	Consideration	Purpose of Issue	Resultant issued share capital
29 December 2010	1 ordinary share	S$1.00	Incorporation	S$1.00

Quattro Vascular

Date	Number of shares issued	Consideration	Purpose of Issue	Resultant issued share capital
25 March 2010	1 ordinary share	S$1.00	Incorporation	Ordinary Share Capital: S$1.00
6 August 2010	4,699,999 ordinary shares	S$4,699.999	Allotment and issue	Ordinary Share Capital: S$4,700.999
13 August 2010	1,000,000 Series A preference shares	S$1,350,000.00	Allotment and issue	Ordinary Share Capital: S$4,700.999 Preference Share Capital: S$1,350,000
10 February 2011	1,000,000 Series A preference shares	S$1,350,000.00	Allotment and issue	Ordinary Share Capital: S$4,700.999 Preference Share Capital: S$2,700,000
30 June 2011	1,111,111 Series B preference shares	S$2,999,999.70	Allotment and issue	Ordinary Share Capital: S$4,700.999 Preference Share Capital: S$5,699,999.70
17 November 2011	14,625 ordinary shares	S$1,974.38	Exercise of Options[(3)]	Ordinary Share Capital: S$6,675.379 Preference Share Capital: S$5,699,999.70
22 November 2011	755,555 Series B preference shares	S$2,039,998.50	Allotment and issue	Ordinary Share Capital: S$6,675.379 Preference Share Capital: S$7,739,998.20
16 March 2012	422,222 Series B preference shares	S$1,139,999.40	Allotment and issue	Ordinary Share Capital: S$6,675.379 Preference Share Capital: S$8,879,997.60

Date	Number of shares issued	Consideration	Purpose of Issue	Resultant issued share capital
22 March 2012	22,222 Series B preference shares	S$59,999.40	Allotment and issue	Ordinary Share Capital: S$6,675.379 Preference Share Capital: S$8,939,997.00
20 March 2013	296,296 Series B preference shares	S$799,999.20	Allotment and issue	Ordinary Share Capital: S$6,675.379 Preference Share Capital: S$9,739,996.20

Notes:

(1) On 31 October 2013, our Company made a selective off-market acquisition of 3,502 Ordinary Shares and 12,971 Ordinary Shares for an aggregate consideration of US$77,025.00.

(2) On 27 November 2013, three (3) option holders exercised their options to purchase an aggregate of 26,492 Shares. The total cash received by our Group from the exercise of such options was S$20,943.69.

(3) On 9 December 2013, one (1) option holder exercised his option to purchase an aggregate of 120,000 Shares. The total cash received by our Group from the exercise of such option was S$16,300.00.

(4) On 17 November 2011, one (1) option holder exercised her option to purchase an aggregate of 14,625 ordinary shares in the capital of Quattro Vascular. The total cash received by our Group form the exercise of such option was S$1,974.38.

(5) On 13 January 2014, our Company allotted and issued 67,935 Series B Preference Shares at an issue price of S$3.68 per Series B Preference Share.

(6) On 10 March 2014, one (1) option holder exercised her option to purchase an aggregate of 1,080 Shares. The total cash received by our Group from the exercise of such option was S$797.04.

The shareholders' equity of our Company as at the date of incorporation, before the Placement, after the Placement, as well as after the Placement and assuming the exercise of all outstanding Options, is set out below. This should be read in conjunction with the "Reporting Accountants' Report on the Unaudited Pro Forma Consolidated Financial Information of QT Vascular Ltd. and its Subsidiaries for the Financial Year Ended 31 December 2012 and Nine-Month Period Ended 30 September 2013" as set out in Appendix B of this Offer Document.

Shareholders' equity	As at the date of incorporation	Immediately before the Placement	Immediately after the Placement	Immediately after the Placement and assuming the exercise of all outstanding Options
Issued and paid-up Shares (number of Shares)	1	551,895,008	755,882,836	874,290,100
Shareholders' equity (US$)	1	23,118	63,323[(1)]	68,612

Note:

(1) This takes into account the capitalisation of estimated listing expenses of approximately S$3.3 million (or the equivalent of US$2.6 million).

OWNERSHIP STRUCTURE

Our Directors and Shareholders and their respective shareholdings in our Company are set out below:

	Immediately before the Placement				Immediately after the Placement				Immediately after the Placement and assuming the exercise of all outstanding Options[1]			
	Direct Interest		Deemed Interest		Direct Interest		Deemed Interest		Direct Interest		Deemed Interest	
	Number of Shares	%	Number of Shares	%	Number of Shares	%	Number of Shares	%	Number of Shares	%	Number of Shares	%
Directors												
Mark Wan[2][7]	–	–	153,751,444	27.86	–	–	157,284,444	20.81	–	–	159,204,444	18.21
Dr Eitan Konstantino	13,054,336	2.37	–	–	13,054,336	1.73	–	–	57,326,128	6.56	–	–
Gregory Casciaro	–	–	–	–	–	–	–	–	3,298,768	0.38	–	–
Michael Kleine	–	–	–	–	–	–	–	–	2,496,304	0.29	–	–
Jeremy Hoon	–	–	–	–	–	–	–	–	–	–	–	–
Substantial Shareholders (other than Directors)												
Three Arch Partners[3][7]	150,430,339	27.26	–	–	153,963,339	20.37	–	–	155,883,339	17.83	–	–
Luminor Pacific Fund 1[4]	102,120,176	18.50	–	–	102,120,176	13.51	–	–	102,120,176	11.68	–	–
BMSIF[5][8]	63,113,216	11.44	–	–	66,646,216	8.82	–	–	66,646,216	7.62	–	–
Other Shareholders												
Three Arch Associates[3]	3,321,105	0.60	–	–	3,321,105	0.44	–	–	3,321,105	0.38	–	–
Luminor Pacific Fund 2[4]	6,913,760	1.25	–	–	6,913,760	0.91	–	–	6,913,760	0.79	–	–
Adams Street 2006[10]	17,458,832	3.16	–	–	17,458,832	2.31	–	–	17,458,832	2.00	–	–
Adams Street 2007[10]	19,715,840	3.57	–	–	19,715,840	2.61	–	–	19,715,840	2.26	–	–
Pre-IPO Investors	77,402,387	14.02	–	–	77,402,387	10.24	–	–	77,402,387	8.85	–	–
J&JDC[9]	14,147,321	2.56	–	–	25,020,321	3.31	–	–	25,020,321	2.86	–	–
PPCF	–	–	–	–	7,558,828	1.00	–	–	7,558,828	0.86	–	–
Other moratorised Shareholders[6]	1,086,960	0.20	–	–	1,086,960	0.14	–	–	37,473,472	4.29	–	–
Public												
Existing public	83,130,736	15.06	–	–	83,130,736	11.00	–	–	84,734,952	9.69	–	–
New public	–	–	–	–	178,490,000	23.61	–	–	178,490,000	20.42	–	–
Other existing option holders	–	–	–	–	–	–	–	–	28,420,672	3.25	–	–
Total	**551,895,008**	**100.00**	**–**	**–**	**755,882,836**	**100.00**	**–**	**–**	**874,290,100**	**100.00**	**–**	**–**

Notes:

(1) This column illustrates the respective shareholdings of our Directors and Shareholders immediately after the Placement and assuming the exercise of all outstanding Options. For the avoidance of doubt, there is no obligation on the Option holders to exercise their Options immediately after the Placement.

(2) Our Non-Executive Chairman, Mark Wan, is a managing member of Three Arch Management, the general partner of Three Arch Partners and Three Arch Associates and is deemed to have share voting and dispostive power over the shares held by Three Arch Partners and Three Arch Associates. Accordingly, Mark Wan is deemed interested in the Shares of our Company held by Three Arch Partners and Three Arch Associates.

(3) Three Arch Management is the general partner of Three Arch Partners and Three Arch Associates. Accordingly, Three Arch Management is deemed interested in the Shares of our Company held by Three Arch Partners and Three Arch Associates. Three Arch Management does not hold any shares in Three Arch Partners or Three Arch Associates.

(4) Luminor Capital is the investment manager of Luminor Pacific Fund 1 and Luminor Pacific Fund 2. Accordingly, Luminor Capital is deemed interested in the Shares of our Company held by Luminor Pacific Fund 1 and Luminor Pacific Fund 2. Luminor Capital does not hold any shares in Luminor Pacific Fund 1 or Luminor Pacific Fund 2.

(5) BMSIF is a wholly-owned subsidiary of EDB Investments. Bio*One Capital is the fund manager of BMSIF and is wholly-owned by EDBI. EDB Investments and EDBI are in turn wholly-owned by EDB. Accordingly, EDB Investments, Bio*One Capital, EDBI and EDB are deemed interested in the Shares of our Company held by BMSIF.

(6) Other moratorised Shareholders comprise of Pacal, our CFO, Randal Farwell, our Executive Officers, Momi Brosh and Maria Pizarro, as well as other key employees, Christopher Haig, Shiva Ardakani, John Molyneux, John Borrell and Dr Milstein.

(7) As at the date of this Offer Document, Three Arch Partners has indicated its interest to subscribe for 3,533,000 Placement Shares, representing aproximately 0.5% of our post-Placement share capital.

(8) As at the date of this Offer Document, BMSIF has indicated its interest to subscribe for 3,533,000 Placement Shares, representing approximately 0.5% of our post-Placement share capital.

(9) As at the date of this Offer Document, J&JDC has indicated its interest to subscribe for 10,873,000 Placement Shares, representing approximately 1.4% of our post-Placement share capital.

(10) The Shares owned by Adams Street 2006 and Adams Street 2007 may be deemed to be beneficially owned by Adams Street Partners, LLC, the managing member of the general partner of Adams Street 2006 and Adams Street 2007. David Brett, Jeffrey T. Diehl, Elisha P. Gould III, Michael S. Lynn, Robin P. Murray, Sachin Tulyani, Craig D. Waslin and David Welsh, each of whom is a partner of Adams Street Partners, LLC (or a subsidiary thereof) may be deemed to have shared voting and investment power over the Shares. Adams Street Partners, LLC and David Brett, Jeffrey T. Diehl, Elisha P. Gould III, Michael S. Lynn, Robin P. Murray, Sachin Tulyani, Craig D. Waslin and David Welsh disclaim beneficial ownership of the Shares except to the extent of their pecuniary interest therein.

Saved as disclosed above and the section entitled “Directors, Management and Staff” of this Offer Document, there are no other relationships between the Directors and Substantial Shareholders. Save as disclosed above, our Company is not directly or indirectly owned or controlled, whether severally or jointly, by any other corporation, any government or other natural or legal person.

The Shares held by our Directors and Substantial Shareholders do not carry different voting rights from the Placement Shares which are the subject of the Placement. Our Directors are not aware of any arrangement the operation of which may, at a subsequent date, result in a change in control of our Company.

There has not been any public take-over offer by a third party in respect of our Shares or by our Company in respect of the shares of another corporation which has occurred since the incorporation of our Company.

SIGNIFICANT CHANGES IN PERCENTAGE OF OWNERSHIP

Save as disclosed above and under the sections entitled "Restructuring Exercise and Additional Capitalisation", "Dilution" and "General and Statutory Information" of this Offer Document, there were no significant changes in the percentages of ownership of our Directors and Substantial Shareholders in our Company from its incorporation until the Latest Practicable Date.

MORATORIUM

Substantial Shareholders

Three Arch Partners and Three Arch Associates which will collectively hold (i) 153,751,444 Shares representing 27.9% of our Company's issued share capital immediately prior to the Placement; (ii) any Placement Shares subscribed for by Three Arch Partners pursuant to the Placement and (iii) options to purchase 1,920,000 Shares, have each undertaken not to, directly or indirectly, sell, contract to sell, offer, realise, transfer, assign, pledge, grant any option to purchase, grant any security over, encumber or otherwise dispose of, any part of (i) their respective interests in the share capital of our Company immediately after the Placement (adjusted for any bonus issue or subdivision of Shares) and (ii) the new Shares which may be issued to them upon the exercise of existing share options which were granted pursuant to the 2005 Stock Plan, the 2010 Equity Incentive Plan, and the QTV 2013 Share Plan for a period of six (6) months commencing from the date of admission of our Company to Catalist, and for a period of six (6) months thereafter, not to, reduce their interests in our Company to below 50.0% of each of their original shareholdings in our Company.

Luminor Pacific Fund 1 and Luminor Pacific Fund 2 which will collectively hold 109,033,936 Shares representing 14.4% of our Company's issued share capital immediately after the Placement have each undertaken not to, directly or indirectly, sell, contract to sell, offer, realise, transfer, assign, pledge, grant any option to purchase, grant any security over, encumber or otherwise dispose of, any part of their respective interests in the share capital of our Company immediately after the Placement (adjusted for any bonus issue or subdivision of Shares) for a period of six (6) months commencing from the date of admission of our Company to Catalist, and for a period of six (6) months thereafter, not to, reduce their interests in our Company to below 50.0% of each of their original shareholdings in our Company.

BMSIF which will hold (i) 63,113,216 Shares representing 11.4% of our Company's issued share capital immediately prior to the Placement; and (ii) any Placement Shares subscribed for by BMSIF pursuant to the Placement has undertaken not to, directly or indirectly, sell, contract to sell, offer, realise, transfer, assign, pledge, grant any option to purchase, grant any security over, encumber or otherwise dispose of, any part of its interests in the share capital of our Company immediately after the Placement (adjusted for any bonus issue or subdivision of Shares) for a period of six (6) months commencing from the date of admission of our Company to Catalist, and for a period of six (6) months thereafter, not to, reduce its interests in our Company to below 50.0% of its original shareholdings in our Company.

Adams Street 2006 and Adams Street 2007 which will collectively hold 37,174,672 Shares representing 4.9% of our Company's issued share capital immediately after the Placement have each undertaken not to, directly or indirectly, sell, contract to sell, offer, realise, transfer, assign, pledge, grant any option to purchase, grant any security over, encumber or otherwise dispose of, any part of their respective interests in the share capital of our Company immediately after the Placement (adjusted for any bonus issue or subdivision of Shares) for a period of six (6) months commencing from the date of admission of our Company to Catalist, and for a period of six (6) months thereafter, not to, reduce their interests in our Company to below 50.0% of each of their original shareholdings in our Company.

Pre-IPO Investors

Each of the Pre-IPO Investors who will collectively hold 77,402,387 Shares representing 14.0% of our Company's issued share capital immediately prior to the Placement, has undertaken not to, directly or indirectly, sell, contract to sell, offer, realise, transfer, assign, pledge, grant any option to purchase, grant any security over, encumber or otherwise dispose of, any part of their respective interest in the Share capital of our Company, arising from conversion of Pre-IPO Convertible Loan (adjusted for any bonus issue or subdivision of Shares) for a period of six (6) months commencing from the date of admission of our Company to Catalist, and for a period of six (6) months thereafter, not to, reduce such interests in our Company to below 50.0% of their original shareholdings in our Company.

Key Employees

Each of our CEO, Dr Eitan Konstantino, our CFO, Randal Farwell, our Executive Officers Momi Brosh and Maria Pizarro, as well as other key employees, Christopher Haig, Shiva Ardakani, John Molyneux, John Borrell and Dr Milstein, who will collectively hold (i) 13,054,336 Shares representing 1.7% of our Company's issued share capital immediately after the Placement; and (ii) options to purchase 80,658,304 Shares, have undertaken not to, directly or indirectly, sell, contract to sell, offer, realise, transfer, assign, pledge, grant any option to purchase, grant any security over, encumber or otherwise dispose of, any part of (i) their respective interests in the share capital of our Company immediately after the Placement (adjusted for any bonus issue or subdivision of Shares) and (ii) the new Shares which may be issued to each of them upon the exercise of existing share options which were granted pursuant to the 2005 Stock Plan, the 2010 Equity Incentive Plan, and the QTV 2013 Share Plan as well as any of the options to be granted to them under the 2014 QTV Employee Share Option Scheme ((i) and (ii) collectively referred to as "**interests in our Company**") for a period of six (6) months commencing from the date of admission of our Company to Catalist, and for a period of six (6) months thereafter, not to, reduce their interests in our Company to below 50.0% of each of their original shareholdings in our Company.

J&JDC

J&JDC which will hold (i) 14,147,321 Shares representing 2.56% of our Company's issued share capital immediately prior to the Placement; and (ii) any Placement Shares subscribed for by J&JDC pursuant to the Placement has undertaken not to, directly or indirectly, sell, contract to sell, offer, realise, transfer, assign, pledge, grant any option to purchase, grant any security over, encumber or otherwise dispose of, any part of its interests in the share capital of our Company immediately after the Placement, (adjusted for any bonus issue or subdivision of Shares) for a period of six (6) months commencing from the date of admission of our Company to Catalist, and for a period of six (6) months thereafter, not to, reduce its interests in our Company to below 50.0% of its original shareholdings in our Company.

PPCF

Pursuant to the Management Agreement and as part of PPCF's professional fees as the Manager and Sponsor in respect of the Listing, our Company will issue 7,558,828 PPCF Shares to PPCF representing 1.0% of our Company's issued share capital immediately after the Placement. PPCF has undertaken not to, directly or indirectly, sell, contract to sell, offer, realise, transfer, assign, pledge, grant any option to purchase, grant any security over, encumber or otherwise dispose of, any part of its interests in the share capital of our Company immediately after the Placement (adjusted for any bonus issue or subdivision of Shares) for a period of six (6) months commencing from the date of admission of our Company to Catalist. Following the expiry of the moratorium period, PPCF will be disposing its shareholding interest in our Company at its discretion.

Others

In addition, a third party service provider of our Company, Pacal which was issued and allotted 1,086,960 Shares representing 0.1% of our Company's issued share capital immediately after the Placement as consideration for services previously rendered, has undertaken not to, directly or indirectly, sell, contract to sell, offer, realise, transfer, assign, pledge, grant any option to purchase, grant any security over, encumber or otherwise dispose of, any part of its interests in the share capital of our Company immediately after the Placement (adjusted for any bonus issue or subdivision of Shares) for a period of six (6) months commencing from the date of admission of our Company to Catalist, and for a period of six (6) months thereafter, not to, reduce its interests in our Company to below 50.0% of its original shareholdings in our Company.

DILUTION

Dilution is the amount by which the Issue Price to be paid by investors for the Placement Shares in the Placement ("**New Investors**") exceeds the pro forma NAV per Share as at 30 September 2013 after adjusting for the effects of the Placement. Our pro forma NAV per Share as at 30 September 2013 before adjusting for the estimated net proceeds from the Placement and based on our Company's pre-Placement share capital of 551,895,008 Shares, was 5.3 cents.

Pursuant to the Placement in respect of 196,429,000 Placement Shares at the Issue Price, our pro forma NAV per Share after adjusting for the estimated net proceeds from the Placement and based on our Company's post-Placement share capital of 755,882,836 Shares, would be 10.5 cents. This represents an immediate increase in pro forma NAV per Share of 5.2 cents to our Existing Shareholders and an immediate dilution in pro forma NAV per Share of 17.5 cents to our New Investors.

The following table illustrates such dilution per Share as at 30 September 2013:

	Cents
Issue Price	28.0
Pro forma NAV per Share as at 30 September 2013 based on the pre-Placement number of Shares of 551,895,008 Shares before adjusting for the net proceeds from the issue of the Placement Shares	5.3
Increase in pro forma NAV per Share attributable to existing shareholders based on our Company's post-Placement number of Shares of 755,882,836 Shares	5.2
Pro forma NAV per Share after the Placement[(1)]	10.5
Dilution in pro forma NAV per Share to New Investors post-Placement	17.5

Note:

(1) The computed NAV per Share does not take into account our actual financial performance from 30 September 2013 up to the Latest Practicable Date. Depending on our actual financial results, our NAV per Share after the Placement may be higher or lower than the above computed NAV.

The issue of new Shares pursuant to the exercise of the Options and new options granted under the 2014 QTV Employee Share Option Scheme would have a further dilutive effect on the interests of new investors in the Placement.

The following table shows the average effective cost per Share paid by our existing Shareholders for Shares acquired by them since the incorporation of our Company and the price per Share to be paid by our New Investors pursuant to the Placement:

	Number of Shares acquired	Total consideration (S$)	Average effective cost per Share (cents)
Substantial Shareholders			
Three Arch Partners[(2)]	150,430,339	34,130,300	22.7
Luminor Pacific Fund 1	102,120,176	15,289,124	15.0
BMSIF[(2)]	63,113,216	12,751,577	20.2
Directors			
Dr Eitan Konstantino	13,054,336	3,010	0.02
Others			
Three Arch Associates	3,321,105	743,553	22.4
Luminor Pacific Fund 2	6,913,760	1,272,997	18.4
Adams Street 2006	17,458,832	6,420,003	36.8
Adams Street 2007	19,715,840	7,250,301	36.8
PPCF[(1)]	7,558,828	2,116,472	28.0
Pre-IPO Investors	77,402,387	11,975,000	15.5
J&JDC[(2)]	14,147,321	3,169,000	22.4
New Investors	178,490,000	49,977,200	28.0

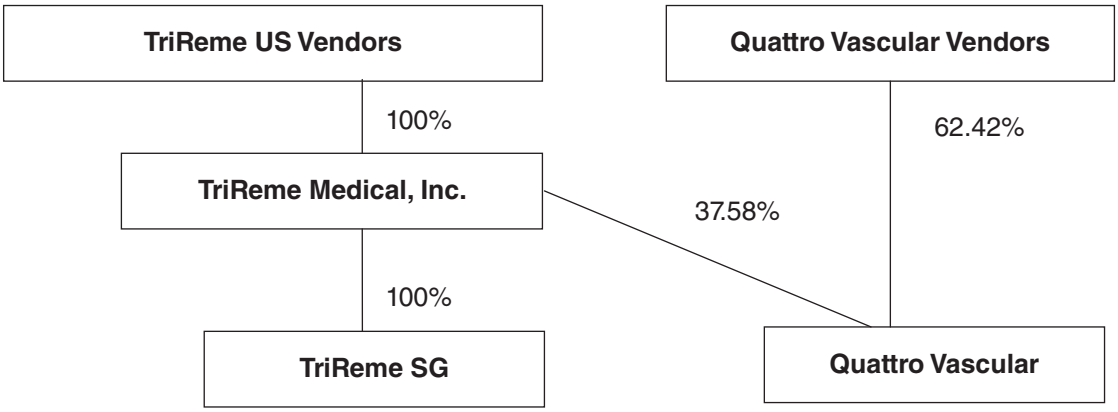
Notes:

(1) Pursuant to the Management Agreement and as part payment of PPCF's management fees as the Manager and Sponsor in respect of the Listing, our Company will allot and issue 7,558,828 PPCF Shares to PPCF.

(2) This does not include their indicated interest to subscribe for Placement Shares.

Save as disclosed above and in the sections entitled "Restructuring Exercise and Additional Capitalisation" and "General and Statutory Information" of this Offer Document, none of our Directors or the Substantial Shareholder of our Company or their respective associates have acquired any Shares during the period of three (3) years prior to the date of lodgement of this Offer Document.

Our Group undertook the Restructuring Exercise to rationalise and streamline our Group's corporate structure. Our Group structure prior to the Restructuring Exercise is as follows:



The Restructuring Exercise and Additional Capitalisation was completed on 11 April 2014. The details of the Restructuring Exercise and Additional Capitalisation are as follows:

1. **Incorporation of our Company**

   Our Company was incorporated in Singapore on 6 March 2013 under the Companies Act to serve as the investment holding company for our Group.

2. **Acquisition of 100% of the issued and outstanding shares of capital stock of TriReme US**

   Pursuant to the TriReme US SPA, our Company acquired 100% of the issued and outstanding capital stock of TriReme US. The purchase consideration for the acquisition was S$8,725.467 and was satisfied by the allotment and issuance by our Company of 3,209,573 Ordinary Shares, 185,120 Series A-3 Preference Shares, 231,809 Series A-4 Preference Shares, 890,172 Series A-5 Preference Shares, and 3,367,030 Series A-6 Preference Shares, credited as fully paid, to the TriReme US Vendors.

3. **Conversion of TriReme Medical, Inc. to TriReme Medical, LLC**

   Pursuant to a Certificate of Conversion from a Corporation to a Limited Liability Company pursuant to 18-214 of the Delaware Limited Liability Act filed with the Delaware Secretary of State on 11 July 2013, TriReme Medical, Inc., formerly a Delaware corporation, was converted into TriReme Medical, LLC, a Delaware limited liability company.

4. **Acquisition of 62.42% of the issued and paid-up shares in Quattro Vascular**

   Pursuant to the Quattro Vascular SPA, our Company acquired 62.42% of the issued and paid-up share capital in Quattro Vascular. The purchase consideration for the acquisition was S$5,397.031 and was satisfied by the allotment and issuance by our Company of 1,189,625 Ordinary Shares and 1,600,000 Series A-1 Preference Shares and 2,607,406 Series A-2 Preference Shares, credited as fully paid, to the Quattro Vascular Vendors.

5. **Issue and allotment of Series B Preference Shares in the capital of our Company**

Pursuant to the Series B SSA, the Series B Subscribers transferred each of its respective rights, benefits, liabilities and obligations under the:

(a) convertible promissory notes issued by TriReme SG pursuant to the TriReme SG 2012 NWPA;

(b) convertible promissory notes issued by TriReme US pursuant to the TriReme US 2012 NWPA; and

(c) convertible promissory notes issued by TriReme US pursuant to the TriReme US 2013 NWPA,

to our Company. In consideration, our Company allotted and issued an aggregate of 6,496,812 Series B Preference Shares, credited as fully paid, at an issue price of S$3.68 per Series B Preference Share, representing the outstanding principal balance and unpaid accrued interest on such convertible promissory notes on the date of the Series B SSA. Thereafter, the convertible promissory notes were terminated and all rights and liabilities thereunder extinguished absolutely.

6. **Treatment of financial instruments issued by the Subsidiaries**

Pursuant to the Series B SSA, the (i) convertible notes issued by TriReme SG pursuant to the TriReme SG 2011 NPA, (ii) warrants to purchase shares issued by TriReme SG pursuant to the TriReme SG 2012 NWPA ("**TriReme SG Warrants**"), (iii) warrants to purchase shares issued by TriReme US pursuant to the TriReme US 2012 NWPA ("**TriReme US 2012 Warrants**"), (iv) warrants to purchase shares issued by TriReme US pursuant to the TriReme US 2013 NWPA ("**TriReme US 2013 Warrants**"), (v) warrants to purchase Series D Preferred Stock by TriReme US pursuant to the TriReme US Series D SPA ("**TriReme US Series D Warrants**"), (vi) warrants to purchase Series B Preference Shares issued by Quattro Vascular pursuant to the Quattro Vascular Series B SSA ("**Quattro Vascular Warrants**"), (vii) 1,293,400 awards issued by Quattro Vascular pursuant to the 2010 Equity Incentive Plan, (viii) 8,990,000 awards issued by TriReme US pursuant to the 2005 Stock Plan as amended on 23 October 2009 (collectively, the "**Financial Instruments**") were varied such that:

(a) Luminor Pacific Fund 1, Three Arch Partners and Three Arch Associates, the holders of the convertible notes issued pursuant to the TriReme SG 2011 NPA, in the aggregate principal amount of S$9,000,000, assigned such convertible notes to our Company and our Company terminated such old convertible notes and issued the 2011 Notes to them ("**2011 Noteholders**");

(b) our Company assumed all liabilities and obligations of TriReme SG in connection with the TriReme SG Warrants, and the relevant investors being Peter William John Stonebridge, Luminor Pacific Fund 1, Three Arch Partners, Three Arch Associates, BMSIF, Ramaiah Living Trust Dated 9/04, Andreas Wali, Jennifer Ashmore, Steven Crowell, Jonathan Stephen Dreaden, Chris DeSantis, Satyaprakash Makam were entitled to purchase up to 851,983 Ordinary Shares at an exercise price of S$0.01 per Ordinary Share;

(c) our Company assumed all liabilities and obligations of TriReme US in connection with the TriReme US 2012 Warrants, and the relevant investors being Adams Street 2006, Adams Street 2007, BMSIF, Three Arch Partners, Three Arch Associates, were entitled to purchase up to 520,576 Series B Preference Shares at an exercise price of S$3.68 per Series B Preference Share;

(d) our Company assumed all liabilities and obligations of TriReme US in connection with the TriReme US 2013 Warrants, and the relevant investor being Millennium Life Sciences was entitled to purchase up to 30,340 Ordinary Shares at an exercise price of S$0.01 per Ordinary Share;

(e) our Company assumed all liabilities and obligations of TriReme US in connection with the TriReme US Series D Warrants, and the relevant investors being Three Arch Partners, Three Arch Associates, were entitled to purchase up to 606,834 Series A-6 Preference Shares in our Company;

(f) our Company assumed all liabilities and obligations of Quattro Vascular in connection with the Quattro Vascular Warrants, and the relevant investor being Luminor Pacific Fund 1 was entitled to purchase up to 111,111 Series A-2 Preference Shares at an exercise price of S$2.70 per Series A-2 Preference Share for the Quattro Vascular warrant issued on 30 June 2011 and 74,074 Series A-2 Preference Shares at an exercise price of S$0.01 per Series A-2 Preference Share for the Quattro Vascular warrant issued on 22 March 2013; and

(g) our Company assumed all the outstanding stock options issued by Quattro Vascular pursuant to the 2010 Equity Incentive Plan, which resulted in outstanding options to purchase an aggregate of 1,293,400 Ordinary Shares in our Company. Our Company also assumed all of the outstanding stock options issued by TriReme US pursuant to the 2005 Stock Plan, which resulted in outstanding options to purchase an aggregate of 1,554,690 Ordinary Shares in our Company.

7. **Dividend *in specie***

Following the transfer of TriReme US Vendors shareholdings in TriReme US to our Company as set out in paragraph 2 above, TriReme US became a wholly owned subsidiary of our Company. Pursuant to the terms of the Master Reorganisation Agreement, TriReme US transferred its 37.58% of shareholding in Quattro Vascular and 100% of shareholdings in TriReme SG to our Company by way of a dividend *in specie*.

8. **Adoption of the QTV 2013 Share Plan**

Our Company, upon the completion of steps 2 to 7 above, adopted the QTV 2013 Share Plan and has subsequently issued options to purchase 4,800,596 Ordinary Shares in our Company thereunder.

9. **Conversion into a public limited company**

On 22 August 2013, our Company converted into a public limited company and changed our name to "QT Vascular Ltd.".

10. **Issuance of convertible notes and warrants in TriReme SG**

In order to achieve further working capital financing, TriReme SG had issued:

(i) the 30 August 2013 Notes and Warrants comprising convertible promissory notes ("**30 August 2013 Notes**") of principal amount of S$921,048.58 to BMSIF, S$43,353.09 to Three Arch Associates, S$1,963,447.65 to Three Arch Partners and warrants to subscribe for 62,571 Ordinary Shares to BMSIF, 2,945 Ordinary Shares to Three Arch Associates and 133,386 Ordinary Shares to Three Arch Partners respectively, each at an exercise price of S$0.01 per Ordinary Share. The 30 August 2013 Notes were immediately converted into Series B Preference Shares in our Company pursuant to their terms of issue. As a result, on 30 August 2013, our Company allotted and issued 250,284, 533,545 and 11,780 Series B Preference Shares to each of BMSIF, Three Arch Partners and Three Arch Associates respectively; and

(ii) the 25 September 2013 Note and Warrant comprising a convertible promissory note ("**25 September 2013 Note**") of a principal amount of S$1,272,133.22 and a warrant to subscribe for 86,422 Ordinary Shares at an exercise price of S$0.01 per Ordinary Share to Luminor Pacific Fund 2. The 25 September 2013 Note was immediately converted into 345,688 Series B Preference Shares in our Company pursuant to its terms. As a result, on 25 September 2013, our Company allotted and issued 345,688 Series B Preference Shares to Luminor Pacific Fund 2.

11. **Pre-IPO Financing**

Pursuant to the Pre-IPO CLA, the Pre-IPO Investors extended the Pre-IPO Convertible Loan to our Company. The proceeds from the Pre-IPO Convertible Loan are for the development of our Group's pipeline products, increasing our Group's commercial efforts in the United States, increasing our Group's manufacturing capabilities and general working capital purposes. The Pre-IPO Convertible Loan was extended by the Pre-IPO Investors in the following proportion:

Pre-IPO Investor	**Loan Amount**
Phillip Ventures Enterprise Fund 3 Ltd	S$2,500,000
Juniper Capital Ventures (Pte) Ltd	S$1,500,000
Hoe Leong Co Pte Ltd	S$1,000,000
Lim Tiong Kheng Steven	S$1,000,000
Jeremy Lee Sheng Poh	S$1,000,000
Tan Chin Hwee	S$1,000,000
Tommie Goh Thiam Poh	S$1,000,000
Roger Yeo Kok Tong	S$500,000
UVM 2 Venture Investments LP	S$500,000
Neoh Chin Chee	S$375,000
Valentin Schillo	S$275,000
Lim Chye Huat @ Bobby Lim Chye Huat	S$250,000
Nai Boon Hiong	S$250,000

Pre-IPO Investor	Loan Amount
Ramesh Chandiramani	S$250,000
Soo Kok Leng	S$100,000
Lim Kam Lo	S$100,000
Robert M. Bersin	S$125,000
Robert Earl Beasley	S$125,000
Steven Edward Crowell	S$125,000

12. **J&JDC Convertible Loan**

Pursuant to the J&JDC CLA, J&JDC, extended the J&JDC Convertible Loan to our Company. The proceeds from the J&JDC Convertible Loan are for the development of our Group's pipeline products, increasing our Group's commercial efforts in the United States, increasing our Group's manufacturing capabilities and general working capital purposes.

13. **Treatment of the TriReme SG Warrants, TriReme US 2012 Warrants, TriReme US 2013 Warrants, TriReme Series D Warrants, Quattro Vascular Warrants ("Warrants")**

On 7 April 2014, the holders of the Warrants exercised their right to purchase shares in the capital of our Company and our Company allotted and issued an aggregate of 1,167,647 Ordinary Shares, 185,185 Series A-2 Preference Shares, 606,834 Series A-6 Preference Shares and 412,115 Series B Preference Shares to the holders of the Warrants.

Pursuant to the terms of the Warrants, all outstanding Warrants shall automatically expire after receipt of approval from a recognised exchange but no earlier than on the date falling five (5) business days prior to the registration of the offer document for the listing and quotation of its Ordinary Shares on a recognised exchange, provided that the aggregate gross proceeds to our Company is not less than S$30,000,000 (before deduction for underwriter's discounts, commissions and expenses related to such).

On 9 April 2014, all the Warrants then outstanding expired in accordance with the provisions of the terms of the Warrants.

14. **Conversion of Preference Shares into Ordinary Shares**

Pursuant to the Articles of Association of our Company, each Preference Share shall automatically converted into fully-paid Ordinary Shares at the then effective conversion rate for such Share (i) after receipt of approval from a recognised exchange but no earlier than on the date falling five (5) business days prior to the registration of the Offer Document for the listing and quotation of its Ordinary Shares on a recognised exchange, provided that the aggregate gross proceeds to our Company is not less than S$30,000,000 (before deduction for underwriter's discounts, commissions and expenses related to such) or (ii) upon receipt by our Company of a written request for such conversion from the holders of at least 55% of the Preference Shares then outstanding, or if later, the effective date for conversion specified in such request (each of the events referred to in (i) and (ii) above is an "**Automatic Conversion Event**"). In the event that our Company is not able to complete the listing and quotation of its Ordinary Shares on the recognised exchange within one (1) month after the Automatic Conversion Event (i), the Ordinary Shares converted pursuant to the Automatic Conversion Event shall be automatically converted back, without any additional action by our

Company or the holders of the Preference Shares, into the respective Preference Shares as if the automatic conversion of the Preference Shares into Ordinary Shares had not taken place.

On 9 April 2014, all the Preference Shares then outstanding were automatically converted into Ordinary Shares in accordance with the provisions in the Articles of Association of our Company. Following the conversion of the Preference Shares, the issued and paid-up share capital of our Company was S$40.5 million comprising 24,483,127 Shares.

15. **Treatment of the 2011 Notes, the Pre-IPO Convertible Loan and the J&JDC Convertible Loan**

On 11 April 2014, the 2011 Notes were automatically converted into 68,615,268 Ordinary Shares at a conversion price that is fifty per cent 50.0% of the Issue Price pursuant to the terms and conditions of the 2011 Notes. Accordingly, our Company issued and allotted an aggregate of 68,615,268 Ordinary Shares to the 2011 Noteholders.

On 11 April 2014, the Pre-IPO Convertible Loan was automatically converted into 77,402,387 Ordinary Shares. Accordingly our Company issued and allotted an aggregate of 77,402,387 Ordinary Shares to the Pre-IPO Investors.

On 11 April 2014, the J&JDC Convertible Loan was automatically converted into 14,147,321 Ordinary Shares. Accordingly our Company issued and allotted an aggregate of 14,147,321 Ordinary Shares to J&JDC.

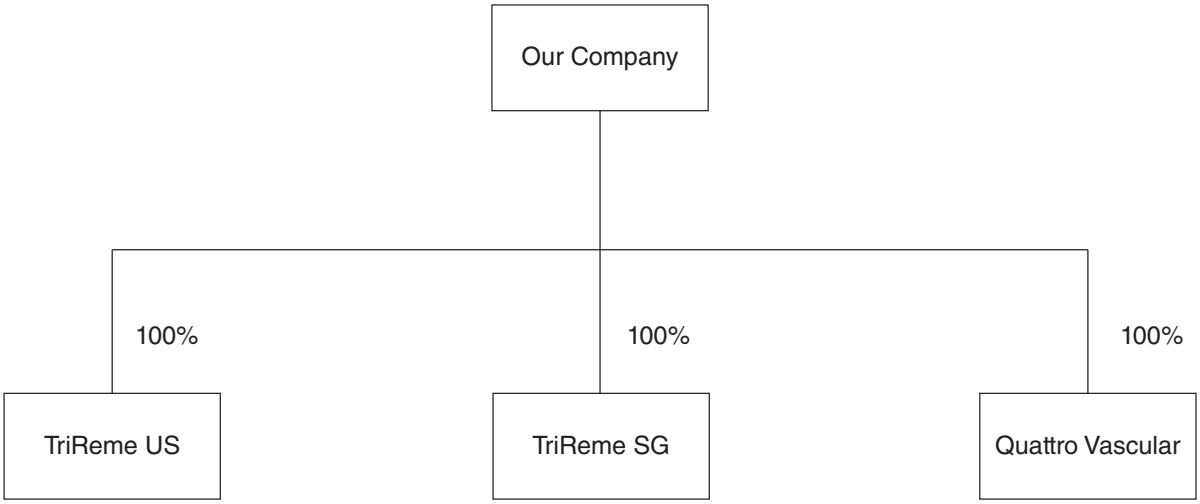
16. **Adoption of 2014 QTV Share Option Scheme**

On 9 April 2014, our Company adopted the 2014 QTV Employee Share Option Scheme.

Our Group structure immediately after the Restructuring Exercise is as set out in the section entitled “Group Structure” of this Offer Document.

GROUP STRUCTURE

Our Group structure as at the date of this Offer Document is as follows:



The details of each subsidiary of our Company as at the date of this Offer Document are as follows:

Subsidiaries	Date/Country of incorporation	Principal place of business	Principal activities	Issued and paid-up share capital	Effective equity interest held by our Group
Quattro Vascular	25 March 2010	Singapore	Development and manufacturing of medical devices	S$9,746,671.579[1]	100%
TriReme SG	29 December 2010	Singapore	Provide support services to related corporations; development, sale and manufacture of medical devices	S$1.00	100%
TriReme US	17 May 2005[2]	United States	Development, manufacturing and distribution of medical devices	–[2]	100%

Notes:

(1) Comprising S$2,700,000.00 Series A Preference Share capital divided into 2,000,000 Series A Preference Shares, S$7,039,996.20 Series B Preference Share capital divided into 2,607,406 and S$6,675.379 Ordinary Share capital divided into 4,714,625 Ordinary Shares.

(2) TriReme Medical, Inc. was incorporated on 17 May 2005 as a corporation under the laws of the State of Delaware, United States. On 11 July 2013, TriReme Medical, Inc. was converted into TriReme Medical, LLC, a Delaware limited liability company. Please refer to the section entitled "Restructuring Exercise and Additional Capitalisation – Conversion of TriReme Medical, Inc. into TriReme Medical, LLC" of this Offer Document for further details.

None of our Subsidiaries are listed on any stock exchange. We do not have any Associated Companies.

The following selected financial information should be read in conjunction with the full text of this Offer Document, including the sections entitled "Management's Discussion and Analysis of Results of Operations and Financial Position" and the "Independent Auditors' Report on the Consolidated Financial Statements for QT Vascular Ltd. and its Subsidiaries for the Financial Years Ended 31 December 2010, 2011 and 2012 and Nine-Month Period Ended 30 September 2013" as set out in Appendix A to this Offer Document, respectively.

A summary of the financial information of our Group in respect of FY2010, FY2011, FY2012, 9M2012 and 9M2013 is set out below:

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(US$'000)	FY2010	FY2011	FY2012	9M2012	9M2013
Revenue	381	2,019	1,452	1,068	3,004
Cost of sales	(1,147)	(2,478)	(2,619)	(1,803)	(4,250)
Gross loss	(766)	(459)	(1,167)	(735)	(1,246)
Sales and marketing	(996)	(2,671)	(4,257)	(3,164)	(5,984)
Administrative expenses	(1,429)	(2,221)	(2,483)	(2,109)	(3,838)
Research and development expenses	(4,007)	(6,651)	(6,336)	(4,575)	(1,930)
Other income	47	532	559	357	272
Other expense	–	–	(403)	(389)	(81)
Results from operating activities	(7,151)	(11,470)	(14,087)	(10,615)	(12,807)
Finance income	1	45	11,171	8,545	171
Finance costs	(611)	(1,751)	(2,859)	(1,668)	(16,351)
Net finance (costs)/income[1]	(610)	(1,706)	8,312	6,877	(16,180)
Loss before tax	(7,761)	(13,176)	(5,775)	(3,738)	(28,987)
Tax expense	–	(1)	(1)	(1)	(1)
Loss for the year/period	(7,761)	(13,177)	(5,776)	(3,739)	(28,988)
Other comprehensive income					
Foreign currency translation differences	–	49	(156)	(148)	698
Total comprehensive loss for the year/period	(7,761)	(13,128)	(5,932)	(3,887)	(28,290)
Loss attributable to:					
Owners of the Company	(7,705)	(12,985)	(4,014)	(2,902)	(27,907)
Non-controlling interests	(56)	(192)	(1,762)	(837)	(1,081)
Loss for the year/period	(7,761)	(13,177)	(5,776)	(3,739)	(28,988)
Total comprehensive loss attributable to:					
Owners of the Company	(7,705)	(12,936)	(4,170)	(3,050)	(27,209)
Non-controlling interests	(56)	(192)	(1,762)	(837)	(1,081)
Total comprehensive loss for the year/period	(7,761)	(13,128)	(5,932)	(3,887)	(28,290)
Total comprehensive loss attributable to owners of the Company	(7,705)	(12,936)	(4,170)	(3,050)	(27,209)
Pre-Placement LPS (cents)[2]	(1.4)	(2.3)	(0.8)	(0.6)	(4.9)
Post-Placement LPS (cents)[3]	(1.0)	(1.7)	(0.6)	(0.4)	(3.6)

Notes:

(1) Net finance (costs)/income recorded during the period comprised of fair value changes on financial assets and financial liabilities at fair value through profit or loss which are non-cash in nature as required in accordance with FRS and to a smaller extent, interest income on funds invested and interest expense on convertible notes.

(2) For comparative purposes, pre-Placement LPS for the Period Under Review have been computed based on the total comprehensive loss attributable to owners of our Company and our pre-Placement share capital of 551,895,008 Shares.

(3) For comparative purposes, post-Placement LPS for the Period Under Review have been computed based on the total comprehensive loss attributable to owners of our Company and our post-Placement share capital of 755,882,836 Shares.

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

(US$'000)	As at 31 December 2010	As at 31 December 2011	As at 31 December 2012	As at 30 September 2012	As at 30 September 2013
ASSETS					
Non-current assets					
Property, plant and equipment	285	1,233	790	950	520
Intangible assets	2,560	2,929	3,132	2,911	5,724
Other non-current assets	51	155	189	163	187
Non-current assets	2,896	4,317	4,111	4,024	6,431
Current assets					
Inventory	353	2,284	2,825	2,701	3,088
Trade and other receivables	294	1,113	542	1,007	9,911
Cash and cash equivalents	6,660	5,098	4,997	2,749	2,367
Current assets	7,307	8,495	8,364	6,457	15,366
Total assets	10,203	12,812	12,475	10,481	21,797
EQUITY					
Share capital	–	–	–	–	52,716
Reserves	2,248	2,526	2,573	2,532	1,897
Accumulated losses	(15,051)	(28,036)	(32,050)	(30,972)	(59,957)
Equity attributable to owners of the Company	(12,803)	(25,510)	(29,477)	(28,440)	(5,344)
Non-controlling interests	(51)	(233)	(1,989)	(1,053)	–
Total equity	(12,854)	(25,743)	(31,466)	(29,493)	(5,344)
LIABILITIES					
Non-current liabilities					
Loans and borrowings	21,152	33,765	25,991	28,193	7,779
Trade and other payables, including derivatives	722	1,453	2,408	1,669	6,460
Deferred income	–	1,000	1,000	1,000	–
Total non-current liabilities	21,874	36,218	29,399	30,862	14,239
Current liabilities					
Loans and borrowings	–	–	11,359	6,556	3,854
Trade and other payables, including derivatives	1,183	2,267	3,183	2,556	8,100
Deferred income	–	70	–	–	948
Current liabilities	1,183	2,337	14,542	9,112	12,902
Total liabilities	23,057	38,555	43,941	39,974	27,141
Total equity and liabilities	10,203	12,812	12,475	10,481	21,797
NAV per Share (cents)[(1)]	(2.3)	(4.7)	(5.7)	(5.3)	(1.0)
NTA per Share (cents)[(1)]	(2.8)	(5.2)	(6.3)	(5.9)	(2.0)

Note:

(1) The NAV per Share and NTA per Share have been computed based on our pre-Placement share capital of 551,895,008 Shares.

The following selected financial information should be read in conjunction with the full text of this Offer Document, including the sections entitled "Management's Discussion and Analysis of Results of Operations and Financial Position" and the "Reporting Accountants' Report on the Unaudited Pro Forma Consolidated Financial Information for QT Vascular Ltd. and its Subsidiaries for the Financial Year Ended 31 December 2012 and Nine-Month Period Ended 30 September 2013" as set out in Appendix B to this Offer Document, respectively.

A summary of the pro forma financial information of our Group in respect of FY2012 and 9M2013 is set out below:

UNAUDITED PRO FORMA CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(US$'000)	**FY2012**	**9M2013**
Revenue	1,452	3,004
Cost of sales	(2,619)	(4,250)
Gross loss	(1,167)	(1,246)
Sales and marketing	(4,257)	(5,984)
Administrative expenses	(3,661)	(5,016)
Research and development expenses	(6,336)	(1,930)
Other income	559	272
Other expense	(403)	(81)
Results from operating activities	(15,265)	(13,985)
Finance income	3	171
Finance costs	(305)	–
Net finance (costs)/income	(302)	171
Loss before tax	(15,567)	(13,814)
Tax expense	(1)	(1)
Loss for the year/period	(15,568)	(13,815)
Other comprehensive income		
Foreign currency translation differences	(156)	698
Total comprehensive loss for the year/period	(15,724)	(13,117)
Total loss attributable to:		
Owners of the Company	(15,568)	(13,815)
Total comprehensive loss attributable to:		
Owners of the Company	(15,724)	(13,117)
Pre-Placement LPS (cents)[1]	(2.8)	(2.4)
Post-Placement LPS (cents)[2]	(2.1)	(1.7)

Notes:

(1) For comparative purposes, pro forma pre-Placement LPS for the Period Under Review has been computed based on the pro forma total comprehensive loss attributable to owners of our Company and our pre-Placement share capital of 551,895,008 Shares.

(2) For comparative purposes, pro forma post-Placement LPS for the Period Under Review has been computed based on the pro forma total comprehensive loss attributable to owners of our Company and our post-Placement share capital of 755,882,836 Shares.

UNAUDITED PRO FORMA CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

(US$'000)	As at 31 December 2012	As at 30 September 2013
ASSETS		
Non-current assets		
Property, plant and equipment	790	520
Intangible assets	3,132	5,724
Other non-current assets	189	187
Non-current assets	4,111	6,431
Current assets		
Inventories	2,825	3,088
Trade and other receivables	542	9,911
Cash and cash equivalents	69,816	49,429
Current assets	73,183	62,428
Total assets	77,294	68,859
EQUITY		
Share capital	121,884	131,135
Reserves	780	1,897
Accumulated losses	(48,599)	(69,709)
Equity attributable to owners of the Company	74,065	63,323
LIABILITIES		
Non-current liabilities		
Trade and other payables, including derivatives	165	142
Deferred income	1,000	–
Non-current liabilities	1,165	142
Current liabilities		
Trade and other payables, including derivatives	2,064	4,446
Deferred income	–	948
Current liabilities	2,064	5,394
Total liabilities	3,229	5,536
Total equity and liabilities	77,294	68,859
NAV per Share (cents)(1)	13.4	11.5
NTA per Share (cents)(1)	12.9	10.4

Note:

(1) The NAV per Share and NTA per Share have been computed based on our pre-Placement share capital of 551,895,008 Shares.

BASIS OF PREPARATION

The unaudited pro forma consolidated financial information of the Group for the year ended 31 December 2012 and nine-month period ended 30 September 2013 have been compiled based on the following:

(a) the consolidated financial statements of the Group for the year ended 31 December 2012 and nine-month period ended 30 September 2013, which were prepared in accordance with FRS;

(b) the accounting policies of the Group as set out in the consolidated financial statements of the Group for the year ended 31 December 2012 and nine-month period ended 30 September 2013 included in Appendix A of the Offer Document;

(c) the acquisition of the non-controlling interests of Quattro Vascular on 11 July 2013 are accounted for as transactions with owners in their capacity as owners since control is retained before and after the restructuring;

(d) the Series A-1 to A-6, and Series B convertible preference shares, convertible notes and warrants issued upon and post-restructuring will be fully converted upon listing of our Company;

(e) the issue of Placement Shares at S$0.28 each; and

(f) the listing expenses are assumed to be US$5.5 million.

The following discussion of our results of operations and financial position has been prepared by our management and should be read in conjunction with "Independent Auditors' Report on the Consolidated Financial Statements for QT Vascular Ltd. and its Subsidiaries for the Financial Years Ended 31 December 2010, 2011 and 2012 and Nine-Month Period Ended 30 September 2013" as set out in Appendix A, "Reporting Accountants' Report on the Unaudited Pro Forma Consolidated Financial Information for QT Vascular Ltd. and its subsidiaries for the Financial Year Ended 31 December 2012 and Nine-Month Period Ended 30 September 2013" as set out in Appendix B, and the sections "Summary of Our Financial Information" and "Summary of our Pro Forma Financial Information" of this Offer Document. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results may differ significantly from those projected in the forward-looking statements. Factors that might cause future results to differ significantly from those projected in the forward-looking statements include, but are not limited to, those discussed below and elsewhere in this Offer Document, particularly in the "Risk Factors" section of this Offer Document. Under no circumstances should the inclusion of such forward-looking statements herein be regarded as a representation, warranty or prediction with respect to the accuracy of the underlying assumptions by our Company, the Manager and Sponsor, the Joint Placement Agents or any other person. Investors are cautioned not to place undue reliance on these forward-looking statements that speak only as at the date hereof. Please refer to the "Cautionary Note Regarding Forward-Looking Statements" section of this Offer Document.

Except as otherwise indicated, the following discussion is based on our audited consolidated financial statements, which have been prepared in accordance with the Singapore Financial Reporting Standards and our unaudited pro forma consolidated financial information.

OVERVIEW

We are engaged in the design, assembly and distribution of advanced therapeutic solutions for the minimally invasive treatment of complex vascular diseases. We collaborate with industry specialists and physicians who are key opinion leaders to develop and offer physicians and patients new and differentiated devices to improve outcomes in complex peripheral and coronary interventions.

Please refer to the section entitled "General Information on Our Group" of this Offer Document for more details on our Group.

Revenue

We are engaged in the design, assembly and distribution of advance therapeutic solutions for the minimally invasive treatment of complex vascular diseases. We generate revenue from the sale of goods in the course of ordinary activities, which is measured at the fair value of the consideration received or receivable, net of returns, trade discounts and volume rebates. Revenue is recognised when significant risks and rewards of ownership have been transferred to the customer, recovery of the consideration is probable, the associated costs and possible return of goods can be estimated reliably, there is no continuing management involvement with the goods, and the amount of revenue can be measured reliably. If it is probable that discounts will be granted and the amount can be measured reliably, then the discount is recognised as a reduction of revenue as the sales are recognised.

The Group's customers have no return rights, other than limited standard warranty.

Our revenue is mainly dependent on the following factors:

(a) market acceptance of our products;

(b) future sales of our product offerings may be subject to certain pricing restrictions;

(c) the ability to obtain and maintain regulatory approval to market and sell our products in our target markets;

(d) our products may be subject to product recalls which may harm our reputation and ability to sell products; and

(e) failure to maintain arrangements with third parties to sell, market and distribute our products could result in significant harm to our business.

Please refer to the section entitled "Risk Factors" of this Offer Document for other factors which may affect our cost of revenue.

Our revenue breakdown by geographical markets

The breakdown of our revenue derived from the sale of our products to the various geographical regions for the period FY2010 to FY2012, 9M2012 and 9M2013 is presented below:

	FY2010		FY2011		FY2012		9M2012		9M2013	
	US$'000	%	US$'000	%	US$'000	%	US$'000	%	US$'000	%
United States	143	37.5	1,716	85.0	1,067	73.5	715	66.9	2,787	93.0
Europe	228	59.9	291	14.4	353	24.3	325	30.4	165	5.0
Asia	–	–	8	0.4	23	1.6	19	1.8	52	2.0
Rest of the world	10	2.6	4	0.2	9	0.6	9	0.8	–	–
	381	**100.0**	**2,019**	**100.0**	**1,452**	**100.0**	**1,068**	**100.0**	**3,004**	**100.0**

Cost of sales and gross loss

Our cost of sales consist of raw materials, employee salaries and benefits, attributed overheads and attributed depreciation/amortisation, which are related to the manufacture of our commercialized products. Our cost of sales amounted to 301.0%, 122.7%, 180.4%, 168.8% and 141.5% of our revenue for FY2010, FY2011, FY2012, 9M2012 and 9M2013, respectively. We expect our cost of sales to decline as a percentage of sales subsequently as we realise efficiencies from our operations. Our cost of sales for the period FY2010 to FY2012, 9M2012 and 9M2013 is presented below:

	FY2010		FY2011		FY2012		9M2012		9M2013	
	US$'000	%	US$'000	%	US$'000	%	US$'000	%	US$'000	%
Raw materials	418	36.4	1,332	53.8	771	29.4	461	25.6	1,956	46.0
Employee salaries and benefits	371	32.3	572	23.1	934	35.7	713	39.5	671	15.8
Attributed overheads	102	8.9	237	9.5	313	12.0	242	13.4	1,217	28.6
Attributed depreciation/ amortisation	256	22.3	337	13.6	601	22.9	387	21.5	406	9.6
	1,147	**100.0**	**2,478**	**100.0**	**2,619**	**100.0**	**1,803**	**100.0**	**4,250**	**100.0**

Our cost of sales is mainly dependent on the following factors:

(a) cost of raw materials (including components from our specialised suppliers and sub-contractors) used in the production of our products;

(b) direct labour costs;

(c) attributed overheads; and

(d) levels of capitalised development costs and related amortisation expense.

Sales and marketing expenses

Our sales and marketing expenses are direct costs associated with our global sales and marketing activities and consist primarily of salaries and benefits of our sales and customer service personnel, whose primary function is to sell products directly to hospitals, communicate with distributors, expenses with overseas offices and samples promotions. Our sales and marketing expenses accounted for 261.4%, 132.3%, 293.2%, 296.3% and 199.2% of our total revenue for FY2010, FY2011, FY2012, 9M2012 and 9M2013 respectively.

Administrative expenses

Our administrative expenses consist primarily of salaries and benefits of our administrative and corporate personnel, and depreciation of office equipment. Our administrative expenses accounted for 375.1%, 110.0%, 171.0%, 197.5% and 127.8% of our total revenue for FY2010, FY2011, FY2012, 9M2012 and 9M2013 respectively.

Research and development expenses

Our research and development expenses consist primarily of salaries and benefits of our research and development personnel, expenses related to the conduct of clinical trials for our therapeutic products including patent and intellectual property-related expenses, depreciation for research and development equipment and materials purchased in connection with the conduct of clinical trials.

In aggregate, the amount dedicated to research and development activities was US$4.8 million, US$7.4 million, US$6.9 million, US$4.7 million and US$4.8 million in FY2010, FY2011, FY2012, 9M2012 and 9M2013 respectively.

Our research and development expenses accounted for US$4.0 million, US$6.7 million, US$6.3 million, US$4.6 million and US$1.9 million in FY2010, FY2011, FY2012, 9M2012 and 9M2013 respectively. In addition, additional research and development costs were capitalised in accordance with FRS, amounting to US$0.8 million, US$0.7 million, US$0.6 million, US$0.1 million and US$2.9 million in FY2010, FY2011, FY2012, 9M2012 and 9M2013 respectively.

Finance income and finance costs

Our finance income consist primarily of fair value gains on financial assets and financial liabilities at fair value through profit or loss which are non-cash in nature as required in accordance with FRS and to a smaller extent, interest income on funds invested.

Our finance costs consist primarily of fair value losses on financial assets and liabilities recorded to fair value through profit or loss which are non-cash in nature as required in accordance with FRS and to a smaller extent, interest expense on convertible notes.

Our fair value changes accounted for US$0.5 million in fair value losses, US$1.3 million in fair value losses, US$11.2 million in fair value gains, US$8.5 million in fair value gains and US$13.5 million in fair value losses in FY2010, FY2011, FY2012, 9M2012 and 9M2013 respectively.

Our net finance (costs)/income accounted for (160.1)%, (84.5)%, 572.5%, 643.9% and (538.6)% of our total revenue for FY2010, FY2011, FY2012, 9M2012 and 9M2013 respectively.

RESULTS OF OPERATIONS

Reconciliation of the consolidated and pro forma statements of comprehensive income for FY2012

In FY2012, our Group recorded a loss before taxation of US$5.8 million. Our Group anticipates that the remaining financial instruments currently recorded as financial liabilities will be converted into ordinary shares, and will result in our Group recording a pro forma loss before taxation of US$15.6 million.

This increase in loss before taxation of US$9.8 million is mainly due to:

(a) our Group recording a pro forma net finance cost position of US$0.3 million, as compared to a net finance income position of US$8.3 million. This is mainly due to a decrease in fair value gain of US$11.2 million from the conversion of preference shares and warrants into ordinary shares, which is partially offset by a decrease in interest expense of US$2.6 million from the conversion of all convertible notes into ordinary shares; and

(b) an increase in administrative expenses of US$1.2 million to reflect the estimated listing expenses.

Reconciliation of the consolidated and pro forma statements of comprehensive income for 9M2013

In 9M2013, our Group recorded a loss before taxation of US$29.0 million. Our Group anticipates that the remaining financial instruments currently recorded as financial liabilities will be converted into ordinary shares, and will result in our Group recording a pro forma loss before taxation of US$13.8 million.

This decrease in loss before taxation of US$15.2 million is mainly due to:

(a) our Group recording a pro forma net finance income position of US$0.2 million, as compared to a net finance cost position of US$16.2 million. This is mainly due to a decrease in fair value loss of US$13.5 million from the conversion of preference shares and warrants into ordinary shares, and a decrease in interest expense of US$2.9 million from the conversion of all convertible notes into ordinary shares; and

(b) an increase in administrative expenses of US$1.2 million to reflect the estimated listing expenses.

FY2010 vs FY2011

Revenue

Our revenue increased by US$1.6 million, or 429.9%, from US$0.4 million in FY2010 to US$2.0 million in FY2011. The increase was due to increased sales of our GliderFlex PTA product.

Cost of sales and gross loss

Cost of sales increased by US$1.3 million, or 116.0%, from US$1.2 million in FY2010 to US$2.5 million in FY2011. The increase was mainly due to a US$0.9 million increase in raw materials expense, a US$0.2 million increase in employee salaries and benefits expense, a US$0.1 million increase in attributed depreciation and amortisation and a US$0.1 million increase in attributed overhead expenses which were all associated with the increased sales of our GliderFlex product. Our gross loss decreased from US$0.8 million in FY2010 to US$0.5 million in FY2011 from the increase in sales of GliderFlex PTA product.

Sales and marketing expenses

Our sales and marketing expenses increased by US$1.7 million, or 168.2%, from US$1.0 million in FY2010 to US$2.7 million in FY2011. The increase was mainly due to an increase in salaries and benefits, and commission expenses of US$1.7 million associated with an increased headcount of our sales team to drive sales of our products.

Administrative expenses

Our administrative expenses increased by US$0.8 million, or 55.4%, from US$1.4 million in FY2010 to US$2.2 million in FY2011. The increase was mainly due to an increase in salaries and benefits expense of US$0.7 million and a US$0.1 million increase in legal fees.

Research and development expenses

Our research and development expenses increased by US$2.7 million, or 66.0%, from US$4.0 million in FY2010 to US$6.7 million in FY2011. The increase was primarily due to an increase in research and development personnel salaries and benefits expense of US$0.7 million, consulting fee expenses of US$0.7 million and US$1.3 million in supplies associated with the development of Chocolate PTA and DCC.

Finance income and finance costs

We were in a net finance cost position of US$1.7 million in FY2011, as compared to a net finance cost position of US$0.6 million in FY2010. We recorded a fair value loss on financial instruments of US$1.3 million in FY2011 as compared to a fair value loss of US$0.5 million in FY2010, as well as an interest rate expense on convertible notes of US$0.5 million. This was partially offset by a US$0.1 million in interest income and foreign exchange gain.

Loss before taxation

Our loss before taxation increased by US$5.4 million, or 69.8%, from US$7.8 million in FY2010 to US$13.2 million in FY2011 mainly due to the above-mentioned reasons.

FY2011 vs FY2012

Revenue

Our revenue decreased by US$0.5 million, or 28.1%, from US$2.0 million in FY2011 to US$1.5 million in FY2012. The decrease was due to the termination of an exclusive distribution agreement with IDEV Technologies, Inc for the distribution of our GliderFlex PTA products. Consequently, this resulted in a lower sales volume of our GliderFlex PTA products by US$1.5 million which was partially offset by an increase in our Chocolate PTA sales of US$1.0 million.

Cost of sales and gross loss

Cost of sales increased by US$0.1 million, or 5.7%, from US$2.5 million in FY2011 to US$2.6 million in FY2012. Although cost of sales remained relatively unchanged, our gross loss increased from US$0.5 million in FY2011 to US$1.2 million in FY2012 and was attributable to the decrease in revenue during the period under comparison. Cost of sales as a percentage of revenues increased in FY2012 when compared to FY2011 as there was an increase in allocated employee salary and benefits expense relating to the launch of Chocolate PTA.

Sales and marketing expenses

Our sales and marketing expenses increased by US$1.6 million, or 59.4%, from US$2.7 million in FY2011 to US$4.3 million in FY2012. The increase was mainly due to an increase in salaries and benefits and commissions expenses of US$1.6 million comprising of compensation costs associated with sales and marketing employee turnover and higher compensation costs for new hires.

Administrative expenses

Our administrative expenses increased by US$0.3 million, or 11.8%, from US$2.2 million in FY2011 to US$2.5 million in FY2012. The increase was due to an increase in salaries and benefits expense of US$0.2 million and a US$0.1 million increase in travel related expenses.

Research and development expenses

Our research and development expenses decreased by US$0.4 million, or 4.7%, from US$6.7 million in FY2011 to US$6.3 million in FY2012. The decrease was mainly due to a US$0.3 million decrease in raw material costs of US$0.1 million, a US$0.1 million decrease in salaries and benefits expense, and a US$0.1 million decrease in attributed overheads, depreciation and amortisation.

Finance income and finance costs

We were in a net finance income position of US$8.3 million in FY2012, as compared to a net finance cost position of US$1.7 million in FY2011. We recorded a fair value gain on financial instruments of US$11.2 million in FY2012 as compared to a fair value loss of US$1.3 million in FY2011. The fair value gain was partially offset by an interest expense on convertible notes of US$2.6 million and a foreign exchange loss of US$0.3 million.

Loss before taxation

Our loss before taxation decreased by US$7.4 million, or 56.2%, from US$13.2 million in FY2011 to US$5.8 million in FY2012 mainly due to the above-mentioned reasons.

9M2012 vs 9M2013

Revenue

Our revenue increased by US$1.9 million, or 181.3%, from US$1.1 million in 9M2012 to US$3.0 million in 9M2013. The increase was mainly due to an increase in sales of our Chocolate PTA.

Cost of sales and gross loss

Our cost of sales increased by US$2.5 million, or 135.7%, from US$1.8 million in 9M2012 to US$4.3 million in 9M2013. The increase was mainly due to an increase in raw material expense for our Chocolate PTA of US$1.5 million and an increase in attributed overhead expenses of US$1.0 million. Our Group recorded a gross loss of US$1.2 million in 9M2013 as compared to a gross loss of US$0.7 million in 9M2012.

Sales and marketing expenses

Our sales and marketing expenses increased by US$2.8 million, or 89.1%, from US$3.2 million in 9M2012 to US$6.0 million in 9M2013. The increase was primarily due to increased sales force headcount to drive sales of our Chocolate PTA resulting in an increase in salaries and benefits and commissions expenses of US$2.6 million and a US$0.2 million increase in travel related expenses.

Administrative expenses

Our administrative expenses increased by US$1.7 million, or 82.0%, from US$2.1 million in 9M2012 to US$3.8 million in 9M2013. The increase was mainly due to an increase in professional services fees of US$1.0 million, an increase in salaries and benefits expense of US$0.6 million and a US$0.1 million increase in travel related expenses.

Research and development expenses

Research and development expenses decreased by US$2.7 million, or 57.8%, from US$4.6 million in 9M2012 to US$1.9 million in 9M2013. The decrease was mainly due to the capitalisation of development expenses in 9M2013.

Finance income and finance costs

We were in a net finance cost position of US$16.2 million in 9M2013, as compared to a net finance income position of US$6.9 million in 9M2012. We recorded a fair value loss on financial instruments of US$13.5 million in 9M2013 as compared to a fair value gain of US$8.5 million in 9M2012, as well as an interest expense on convertible notes of US$2.9 million. These were partially offset by a foreign exchange gain of US$0.2 million.

Loss before taxation

Our results from operating activities decreased by US$2.2 million, or 20.7%, from a loss of US$10.6 million in 9M2012 to a loss of US$12.8 million in 9M2013. Our finance costs of US$16.2 million in 9M2013, which was largely driven by a fair value loss on financial instruments in accordance with FRS, had further increased our losses and accounted for 55.8% of our loss before tax in 9M2013. As a result, our loss before taxation increased by US$25.3 million, or 675.5%, from US$3.7 million in 9M2012 to US$29.0 million in 9M2013.

REVIEW OF FINANCIAL POSITION

Reconciliation of the consolidated and pro forma financial positions as at 31 December 2012

As at 31 December 2012, our Group was in a negative Shareholders' equity position of US$31.5 million and a net tangible liabilities position of US$34.6 million. The negative equity position was attributable to accumulated losses. Our Group anticipates that the remaining financial instruments currently recorded as financial liabilities will be converted into ordinary shares, and the additional issuance of ordinary shares upon the listing of the Group will result in our Group recording a positive pro forma Shareholders' equity position of US$74.1 million and a pro forma net tangible assets position of US$70.9 million.

Reconciliation of the consolidated and pro forma financial positions as at 30 September 2013

As at 30 September 2013, our Group was in a negative Shareholders' equity position of US$5.3 million and a net tangible liabilities position of US$11.1 million. The negative equity position was attributable to accumulated losses. Our Group anticipates that the remaining financial instruments currently recorded as financial liabilities will be converted into ordinary shares, and the additional issuance of ordinary shares upon the listing of the Group will result in our Group recording a positive pro forma Shareholders' equity position of US$63.3 million and a pro forma net tangible assets position of US$57.6 million.

Non-current assets

Our non-current assets consist of property, plant and equipment, intangible assets and other non-current assets.

As at 31 December 2012

As at 31 December 2012, our non-current assets of US$4.1 million accounted for 33.0% of our total assets. This consisted of property, plant and equipment of US$0.8 million, intangible assets of US$3.1 million and other non-current assets of US$0.2 million.

As at 30 September 2013

Our non-current assets increased by US$2.3 million from US$4.1 million as at 31 December 2012 to US$6.4 million as at 30 September 2013 due to the increase in intangible assets of US$2.6 million that was partially offset by a decrease in property, plant and equipment of US$0.3 million. The increase in intangible assets was due to the capitalisation of development expenses.

Current assets

Our current assets consist of inventory, trade and other receivables and cash and cash equivalents.

As at 31 December 2012

As at 31 December 2012, our current assets of US$8.4 million accounted for 67.0% of our total assets. This consisted of inventory of US$2.8 million, trade and other receivables of US$0.6 million and cash and cash equivalents of US$5.0 million.

As at 30 September 2013

Our current assets increased by US$7.0 million from US$8.4 million as at 31 December 2012 to US$15.4 million as at 30 September 2013 due to the increase in inventory of US$0.3 million, increase in trade and other receivables of US$9.3 million, which was partially offset by a decrease in cash and cash equivalents of US$2.6 million. The increase in trade and other receivables was mainly due to the recording of a US$8.6 million loan receivable from the Pre-IPO Convertible Loan.

Non-current liabilities

Our non-current liabilities consist of loans and borrowings, trade and other payables including derivatives and deferred income.

As at 31 December 2012

As at 31 December 2012, our non-current liabilities of US$29.4 million accounted for 66.9% of our total liabilities. This consisted of loans and borrowings of US$26.0 million, trade and other payables including derivatives of US$2.4 million and deferred income of US$1.0 million.

As at 30 September 2013

Our non-current liabilities decreased by US$15.2 million from US$29.4 million as at 31 December 2012 to US$14.2 million as at 30 September 2013 due to the decrease in loans and borrowings of US$18.2 million, decrease in deferred income of US$1.0 million, partially offset by an increase in trade and other payables including derivatives of US$4.0 million. The decrease in loans and borrowings was mainly due to the reclassification of convertible preference shares from liabilities to equity, while the increase in trade and other payables including derivatives was mainly due to the fair value losses of embedded derivatives within promissory notes.

Current liabilities

Our current liabilities consist of loans and borrowings (convertible notes), trade and other payables including derivatives and deferred income.

As at 31 December 2012

As at 31 December 2012, our current liabilities of US$14.5 million accounted for 33.1% of our total liabilities. This consisted of loans and borrowings (convertible notes) of US$11.3 million, and trade and other payables including derivatives of US$3.2 million.

As at 30 September 2013

Our current liabilities decreased by US$1.6 million from US$14.5 million as at 31 December 2012 to US$12.9 million as at 30 September 2013 due to the decrease in loans and borrowings of US$7.5 million, partially offset by an increase in trade and other payables including derivatives of US$4.9 million and an increase in deferred income by US$1.0 million. The decrease in loans and borrowings was mainly due to the conversion of some convertible notes from liabilities to equity, which was partially offset by an increase in trade and other payables including derivatives due to the fair value losses of embedded derivatives within promissory notes.

Shareholders' equity

As at 31 December 2012

We had a negative Shareholders' equity of US$29.5 million, consisting of reserves of US$2.6 million and accumulated losses of US$32.1 million.

As at 30 September 2013

As at 30 September 2013, we have a negative Shareholders' equity of US$5.3 million, consisting of US$52.7 million of issued and fully paid share capital, US$1.9 million of other reserves and US$59.9 million of accumulated losses.

LIQUIDITY AND CAPITAL RESOURCES

Sources of liquidity

We finance our operations through internal sources, from capital investments by our Shareholders and convertible note issuances. Our principal uses of cash are for capital expenditures, working capital requirements, operating expenses and interest payments on our convertible notes.

As at the Latest Practicable Date, we had cash and cash equivalents of US$5.2 million.

In view of the foregoing and taking into consideration the following:

(a) the Pre-IPO Investors had extended the Pre-IPO Convertible Loan of a sum of S$12.0 million to our Company, and J&JDC had extended the J&JDC Convertible Loan of a sum of US$2.5 million to our Company;

(b) as at the Latest Practicable Date, our Group has borrowings which comprise only convertible notes and no other forms of borrowings. Our convertible notes comprise of the 2011 Notes, Pre-IPO Convertible Loan and the J&JDC Convertible Loan, which will be converted into Ordinary Shares upon the Listing;

(c) our Group currently has no bank borrowings and our Directors believe that our Group may be able to obtain bank borrowings to supplement our existing internal resources, if required;

(d) we signed the Cordis Distribution Agreement with Cordis for the distribution of our (i) peripheral products (excluding our DCC) in the United States, (ii) peripheral and coronary products worldwide outside the United States, with the exception of Japan and the PRC, and (iii) coronary products, our DCC and our drug-coated Chocolate PTCA in the PRC, on an exclusive basis. As at the Latest Practicable Date, Cordis is only distributing our Chocolate PTA in the United States. This arrangement will help to validate and rapidly advance the commercialisation of our peripheral and coronary products by opening access to new geographical markets and customers that we do not currently reach; and

(e) we entered into a distribution agreement with Century Medical in Japan. Century Medical received Shonin approval to market the Glider PTCA for treating the stenotic portion of coronary arteries or bypass grafts to improve myocardial perfusion. We also entered into a distribution agreement with Weigao in the PRC. Our Directors believe that the demand for innovative devices for complex vascular diseases in Asia will grow due to the economic growth in Asia and greater access to healthcare,

our Directors are of the reasonable opinion that, after having made due and careful enquiry and after taking into account the cash used in our operations, capital contributions from our Shareholders and our existing cash and cash equivalents, the working capital available to us as at the date of lodgement of this Offer Document is sufficient for the Group's present requirements and for at least 12 months after the listing of our Company on the Catalist.

The Sponsor is of the reasonable opinion that, after taking into consideration the above and having made due and careful enquiry and after taking into account the cash used in our operations, capital contributions from our Shareholders and our existing cash and cash equivalents, the working capital available to us as at the date of lodgement of this Offer Document is sufficient for present requirements and for at least 12 months after the listing of our Company on the Catalist.

As at the Latest Practicable Date, our Company has two sources of cash categorised as internal and external sources. Internal sources refer to cash generated from our operating activities. External sources comprise mainly capital investment from shareholders. The principal uses of these cash sources are mainly for operating expenses and working capital requirements.

The following table sets out a summary of our cash flow for the Period Under Review:

(US$'000)	FY2010	FY2011	FY2012	9M2012	9M2013
Net cash used in operating activities	(6,707)	(11,703)	(12,640)	(10,433)	(8,895)
Net cash used in investing activities	(1,084)	(1,995)	(682)	(375)	(3,036)
Net cash from financing activities	8,539	12,136	13,280	8,459	9,312
Net increase/(decrease) in cash and cash equivalents	748	(1,562)	(42)	(2,349)	(2,619)
Effect of exchange rate changes on cash and cash equivalents	–	–	(59)	–	(11)
Cash and cash equivalents at the beginning of year/period	5,912	6,660	5,098	5,098	4,997
Cash and cash equivalents at end of year/period	**6,660**	**5,098**	**4,997**	**2,749**	**2,367**

FY2010

In FY2010, we recorded a net cash outflow from operating activities of US$6.7 million, which was a result of an operating loss before working capital changes of US$6.6 million and an increase in working capital changes of US$0.1 million. The increase in working capital changes was mainly due to the following:

(a) increase in trade and other receivables of US$0.2 million; and

(b) increase in inventory of US$0.4 million,

which was partially offset by:

(c) increase in trade and other payables including derivatives of US$0.5 million.

Cash used in investing activities was US$1.1 million, which was mainly due to capital expenditure on purchases of lab equipment of US$0.3 million and additions to intangible assets of US$0.8 million.

Cash from financing activities was US$8.5 million derived from proceeds from the issuance of preference shares capital.

As at 31 December 2010, our cash and cash equivalents was US$6.7 million.

FY2011

In FY2011, we recorded a net cash outflow from operating activities of US$11.7 million, which was a result of an operating loss before working capital changes of US$10.6 million and an increase in working capital changes of US$1.1 million. The increase in working capital changes was mainly due to the following:

(a) increase in trade and other receivables of US$0.8 million; and

(b) increase in inventory of US$1.9 million;

(c) increase in other assets of US$0.1 million,

which was partially offset by:

(d) increase in trade and other payables including derivatives of US$0.6 million; and

(e) increase in deferred income of US$1.1 million.

In FY2011 net cash outflow derived from investing activities of US$2.0 million was mainly due to capital expenditures on lab equipment of US$1.3 million and additions to intangible assets of US$0.7 million.

In FY2011 net cash inflow derived from financing activities of US$12.1 million was mainly due to proceeds from the issuance of preference shares of US$4.9 million and convertible notes of US$7.2 million.

As at 31 December 2011, our cash and cash equivalents was US$5.1 million.

FY2012

In FY2012, we recorded a net cash outflow from operating activities of US$12.6 million, which was a result of an operating loss before working capital changes of US$12.9 million and a decrease in working capital changes of US$0.3 million. The decrease in working capital changes was mainly due to the following:

(a) increase in inventory of US$0.5 million; and

(b) decrease in deferred income of US$0.1 million,

which was partially offset by:

(c) increase in trade and other payables including derivatives of US$0.3 million; and

(d) decrease in trade and other receivables of US$0.6 million.

In FY2012 net cash outflow derived from investing activities of US$0.7 million was due to capital expenditures on lab equipment of US$0.1 million and additions to intangible assets of US$0.6 million.

In FY2012 net cash inflow derived from financing activities of US$13.3 million was mainly due to proceeds from the issuance of preference shares of US$1.0 million and convertible notes of US$12.3 million.

As at 31 December 2012, our cash and cash equivalents was US$5.0 million.

9M2012

In 9M2012, we recorded a net cash outflow from operating activities of US$10.4 million, which was a result of operating loss before working capital changes of US$9.7 million and an increase in working capital changes of US$0.7 million. The increase in working capital changes was mainly due to the following:

(a) increase in inventory of US$0.4 million;

(b) decrease in trade and other payables including derivatives of US$0.3 million; and

(c) decrease in deferred income of US$0.1 million,

which was partially offset by:

(d) decrease in trade and other receivables of US$0.1 million.

In 9M2012, net cash outflow derived from investing activities of US$0.4 million was mainly due to capital expenditures on purchases of lab equipment of US$0.1 million and additions to intangible assets of US$0.3 million.

In 9M2012, net cash inflow derived from financing activities of US$8.5 million was mainly due to proceeds from the issuance of preference shares of US$1.0 million and proceeds from the issuance of convertible notes of US$7.5 million.

As at 30 September 2012, our cash and cash equivalents was US$2.7 million.

9M2013

In 9M2013, we recorded a net cash outflow from operating activities of US$8.9 million, which was a result of operating loss before working capital changes of US$10.3 million and a decrease in working capital changes of US$1.4 million. The decrease in working capital changes was mainly due to the following:

(a) increase in trade and other receivables of US$0.7 million;

(b) increase in inventory of US$0.3 million; and

(c) decrease in deferred income of US$0.1 million,

which was partially offset by:

(d) increase in trade and other payables including derivatives of US$2.5 million.

In 9M2013, net cash outflow derived from investing activities of US$3.0 million was mainly due to capital expenditures on purchases of lab equipment of US$0.2 million and additions to intangible assets of US$2.8 million.

In 9M2013, net cash inflow derived from financing activities of US$9.3 million was mainly due to proceeds from the issuance of preference shares of US$3.9 million and proceeds from the issuance of convertible notes of US$5.4 million.

As at 30 September 2013, our cash and cash equivalents was US$2.4 million.

SEASONALITY

We generally do not experience any significant seasonal fluctuations in our business.

INFLATION

Our financial performance for the Period Under Review was not materially affected by inflation.

CAPITAL EXPENDITURE, DIVESTMENTS AND COMMITMENTS

Capital expenditure

The capital expenditures made by our Group for FY2010, FY2011, FY2012, 9M2012 and 9M2013 were US$0.3 million, US$1.3 million, US$0.1 million, US$0.1 million and US$0.2 million, respectively. Capital expenditures were primarily for furniture, fixtures, and office equipment, and machinery and equipment

Divestments

No material divestments were made by the Group during the Period Under Review.

Capital commitments

At as at the Latest Practicable Date, our Group did not have any capital commitments.

Operating lease commitments

As at 30 September 2013 and 18 March 2014 (the Latest Practicable Date), we have the following operating lease payment commitments relating to rental payable for our office, research and development, and assembly facilities as disclosed in the section entitled "General Information on Our Group – Properties and Fixed Assets" of this Offer Document. We intend to finance the below operating lease commitments with internally generated funds.

(US$'000)	As at 30 September 2013	As at the Latest Practicable Date
Within one year	286	314
After one year but within five years	43	14
	329	328

Finance lease commitments

As at the Latest Practicable Date, our Group did not have any finance lease commitments.

Contingent liabilities

In 2012, AngioScore filed a civil action against one of the Group's subsidiaries in the U.S. district court for the Northern District of California for infringement of a patent. As at the date of the financial statements, the case has not been resolved. For various reasons, the Board, after consultation with the Group's legal counsel, believes that there is no merit to AngioScore's claim(s), and it is unlikely that the claim(s) will prevail. More information is set out in the section entitled "General and Statutory Information – Litigation" of this Offer Document.

FOREIGN EXCHANGE MANAGEMENT

Accounting treatment of foreign currencies

Foreign currency transactions are translated into US$ at rates of exchange approximating those prevailing at transaction dates. Foreign currency monetary assets and liabilities are translated at rates as at the balance sheet date. All profits and losses on exchange are dealt with through the statement of comprehensive loss.

Foreign exchange exposure

The proportions of our revenue and purchases denominated in US$ and foreign currencies are as follows:

Percentage of revenue denominated in:	FY2010 (%)	FY2011 (%)	FY2012 (%)	9M2012 (%)	9M2013 (%)
US$	100.0	100.0	100.0	100.0	100.0
S$	–	–	–	–	–
	100.0	100.0	100.0	100.0	100.0

Percentage of purchases denominated in:	FY2010 (%)	FY2011 (%)	FY2012 (%)	9M2012 (%)	9M2013 (%)
US$	92.2	69.7	51.2	61.7	69.2
S$	7.8	30.3	48.8	38.3	30.8
	100.0	100.0	100.0	100.0	100.0

Percentage of expenses denominated in:	FY2010 (%)	FY2011 (%)	FY2012 (%)	9M2012 (%)	9M2013 (%)
US$	91.8	67.1	52.2	60.0	59.9
S$	8.2	32.9	47.8	40.0	40.1
	100.0	100.0	100.0	100.0	100.0

To the extent that our revenue, purchases and expenses are not naturally matched in the same currency and to the extent that there are timing differences between invoicing and collection/payment, we will be exposed to adverse fluctuations of the various currencies against the US$, which will adversely affect our earnings.

Our net foreign exchange exposure for the Period Under Review was as follows

(US$'000)	FY2010	FY2011	FY2012	9M2012	9M2013
Net foreign exchange (loss) gain	(6)	41	(307)	(207)	170
As a percentage of revenue (%)	(1.6)	2.0	(21.1)	(19.4)	5.7
As a percentage of loss before taxes (%)	0.1	(0.3)	5.3	5.5	(0.6)

We do not currently have a formal hedging policy although we may, subject to the approval of our Board, enter into relevant transactions when necessary, to hedge our exposure to foreign currency fluctuations. We will also put in place, where necessary, procedures to hedge our exposure to foreign currency fluctuations. Such procedures will be reviewed and approved by our Audit Committee and our Board to be in line with the foreign exchange management policy.

SIGNIFICANT ACCOUNTING POLICY CHANGES

There have been no changes in our accounting policies for our Group during the Period Under Review. Please refer to the section "Summary of Significant Accounting Policies" in the "Independent Auditors' Report on the Consolidated Financial Statements of QT Vascular Ltd. and its Subsidiaries for the Financial Years Ended 31 December 2010, 2011, 2012 and Nine-Month Period Ended 30 September 2013" as set out in Appendix A of this Offer Document, for details on our Group accounting policies.

The following table shows the cash and cash equivalents as well as capitalisation and convertible notes of our Group as at the Latest Practicable Date,

(i) on an actual basis as at 30 September 2013 based on the Consolidated Financial Statements of QT Vascular Ltd. and its Subsidiaries for the Financial Years Ended 31 December 2010, 2011 and 2012 and Nine-Month Period Ended 30 September 2013;

(ii) on an actual basis based on our management accounts as at Latest Practicable Date; and

(iii) as adjusted for the net proceeds[1] from the Placement.

(US$'000)	**As at 30 September 2013**	**As at the Latest Practicable Date**	**As adjusted for the net proceeds from the Placement**
Cash and cash equivalents	2,367	5,215	44,931[1]
Convertible Notes			
Current			
– secured and guaranteed	–	–	–
– secured and non-guaranteed	–	–	–
– unsecured and guaranteed	–	–	–
– unsecured and non-guaranteed	3,854	8,023	8,023
Non-current		–	–
– secured and guaranteed	–	–	–
– secured and non-guaranteed	–	–	–
– unsecured and guaranteed	–	–	–
– unsecured and non-guaranteed	7,779	7,361	7,361
Total convertible notes	11,633	15,383	15,383
Total shareholders' equity	(5,344)	(14,521)	25,195
Total capitalisation and convertible notes	6,289	862	40,578

Note:

(1) Adjusted to include the net proceeds from the placement of approximately S$50.3 million (or the equivalent of US$39.7 million).

As at the Latest Practicable Date, there were no material changes to our capitalisation and convertible notes as disclosed above, save for changes in our reserves arising from the day-to-day operations in the ordinary course of our business.

Borrowings

As at 30 September 2013, the borrowings taken up by our Group comprise only convertible notes and no other forms of borrowings. Our convertible notes comprise (i) an aggregate principal amount of S$9.0 million from the 2011 Notes and (ii) an aggregate principal amount of S$11.1 million from part of the Pre-IPO Convertible Loan. The 2011 Notes had an interest rate of 6.0% per annum and was due to mature three (3) years from the original date of issue of each of the respective notes. The Pre-IPO Convertible Loan had an interest rate of 8.0% per annum and was due to mature on a date falling 24 months from the date of the Pre-IPO CLA or such date as our Company and at least 50.0% of the Pre-IPO Investors may otherwise agree in writing. Pursuant to step 15 of the Additional Capitalisation, the 2011 Notes and the Pre-IPO Convertible Loan were converted into Shares in our Company. Please refer to the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document for further details.

As at the Latest Practicable Date, save for the 2011 Notes, the Pre-IPO Convertible Loan and the J&JDC Convertible Loan, there are no loans or borrowings taken up by our Group.

Save as disclosed under the section entitled "Management's Discussion and Analysis of Results of Operations and Financial Position – Liquidity and Capital Resources" of this Offer Document, our Group does not have any material unused sources of liquidity.

Please refer to the section entitled "Interested Person Transactions" of this Offer Document for further details of the guarantees provided by our Directors and their Associates.

OUR HISTORY

Our Company was incorporated in Singapore on 6 March 2013 as a private company limited by shares under the Companies Act. On 22 August 2013, our Company was converted into a public company limited by shares and our name was changed to "QT Vascular Ltd.". In July 2013, we undertook steps 2 to 7 of the Restructuring Exercise, pursuant to which our Company became the holding company of Quattro Vascular, TriReme SG and TriReme US. Please refer to the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document for further details.

Our Group's history dates back to 2005 when TriReme US was initially incorporated. Our CEO, Dr Eitan Konstantino, together with Tanhum Feld were the founders of TriReme US. Dr Eitan Konstantino has more than 15 years of experience in the medical technology industry. Prior to founding our Group, he worked with several medical device companies in Israel before relocating to the US in 2002. In the US, Dr Eitan Konstantino was the chief executive officer and chief operating officer for Advanced Stent Technologies, Inc., a US medical technology company, where he was responsible for redesigning their stent product line. He also co-founded AngioScore, a company which develops, manufactures and markets balloon catheters for the coronary and peripheral interventional markets.

TriReme US was established to focus on the development and assembly of a dedicated coronary bifurcation stent. Over time, TriReme US developed other advanced therapeutic products for the treatment of complex vascular diseases. TriReme US is based in Pleasanton, California.

In 2007, TriReme US undertook a US$15.5 million financing exercise which included Three Arch Partners, a healthcare focused fund that provides young companies in the healthcare industry with access to relevant clinical and business resources and Adams Street 2006 and Adams Street 2007, which are private equity investment funds. The purpose of the financing exercise was to develop our Group's proprietary single-balloon bifurcation stent system, which would later become the Antares, a dedicated stent for the treatment of bifurcations. The Antares coronary stent system received CE marking in October 2008.

In 2008, our Group expanded its reach to Singapore. We commenced our operations and started working with Singapore-based suppliers.

Our improved, next generation Antares SX stent system received CE marking in April 2009. Our Group also developed several coronary and peripheral products, including the Glider PTCA in 2009 which was subsequently further developed into the GliderXtreme PTA and the GliderfleX PTA. In July 2009, we received CE marking for the Glider PTCA. In February 2010, we received FDA 510(k) clearance for the Glider PTA. We continued to further develop our product offerings and received FDA 510(k) clearance for an expanded matrix of sizes for the GliderXtreme PTA in May 2010.

In March 2010, Quattro Vascular was formed as a research and development start up in Singapore. In June 2010, pursuant to two (2) intellectual property assignment agreements entered into by Quattro Vascular and Dr Eitan Konstantino as well as Tanhum Feld respectively, the foundation intellectual property for the Chocolate PTA were assigned to Quattro Vascular.

In June 2010, TriReme US entered into an exclusive distribution agreement with IDEV Technologies, Inc. to distribute the GliderfleX PTA in the United States and Germany. This agreement was later terminated in 2012 between the parties. To increase our presence in Asia, in late 2010, we entered into a distribution agreement with Century Medical for the distribution of our products in Japan.

BMSIF, a wholly owned subsidiary of EDB Investments, whose parent entity is the EDB, was the lead investor in TriReme US's Series D financing in 2010. Three Arch Partners, Adams Street 2006 and Adams Street 2007, who had participated in TriReme US's initial financing exercise in 2007, also participated in this round of financing. The investors provided an additional US$13.3 million of financing to our Group.

In December 2010, due to the ease of doing business in Singapore and in order to further establish our presence in Asia, we incorporated TriReme SG to provide support services to our Group and to develop, sell, assemble and commercialise medical devices. This was in line with our corporate strategy of shifting our research and development as well as assembly operations to Singapore.

In January 2011, Quattro Vascular's flagship product, the Chocolate PTA, received the CE Mark approval, allowing us to market the Chocolate PTA in Europe through certain previous distributors in the European Union.

We received FDA 510(k) clearance for the GliderfleX PTA in January 2011. This was followed by FDA 510(k) clearance for the GliderXtreme PTA on August 2011.

Luminor Pacific Fund 1, a private equity group headquartered in Singapore, was the lead investor in Quattro Vascular's Series A financing that was concluded in February 2011 for its working capital and operational requirements.

In December 2011, we received clearance from the FDA 510(k) to market the Chocolate PTA in the United States. This was a major milestone for our Group as the Chocolate PTA became the first Singaporean interventional medical product to receive FDA 510(k) clearance.

In June 2011, Luminor Pacific Fund 1 further increased its investment in Quattro Vascular pursuant to a Series B financing. This was followed by additional rounds of Series B financing for Quattro Vascular in November 2011, March 2012 and March 2013, where Quattro Vascular raised approximately S$7.0 million in aggregate. Other third party investors in Quattro Vascular included private individuals as well as medical device manufacturers such as Emerald Apex Pte. Ltd.

In 2011, to further our corporate strategy to build up our operations in Asia, TriReme US appointed Supratim Bose, the Singapore-based founder and CEO of Bose Consulting Group and former member of the Worldwide Group Operating Committee at Johnson & Johnson Medical Devices & Diagnostic Group, and who is based in Singapore, to its board of directors. At the same time, TriReme US also appointed, to its board of directors, Michael Kleine, who was previously President and CEO of Biosensors International Group, Ltd., a medical device company listed on the Main Board of the SGX-ST.

In March 2012 and also in June 2013, we received FDA 510(k) clearances for additional sizes for the Chocolate PTA. In March 2012 and June 2012, we received FDA 510(k) clearance for the Glider PTCA and an expanded matrix of sizes for the Glider PTCA respectively. We are currently in the process of developing a second generation of the Chocolate PTA, namely the DCC, which will carry drug coating properties.

In October 2012, TriReme US was recognised by the City of Pleasanton, California, USA for its ongoing contributions to the strength of the economy locally and positive impacts to the quality of life globally. We also received a certificate of special congressional recognition from United States Congressman Jerry McNerney in honour of being recognised by the Pleasanton Chamber of Commerce. In addition, we also received commendation from the Alameda County Board of Supervisors for our ongoing contributions to the strength of the local community and positive global impacts to the quality of life for all who rely on our innovations.

In November 2012, we received a new round of financing, led by Luminor Pacific Fund 1, in the form of convertible notes amounting to an aggregate of approximately US$5.1 million. This round of financing included major existing investors of our Group as well as new Asian-based investors.

In March 2013, Century Medical received Shonin approval to sell the Glider PTCA in Japan for treating the stenotic portion of coronary arteries or bypass grafts to improve myocardial perfusion. On 25 November 2013, Century Medical received Shonin approval to sell the GliderXtreme PTA in Japan. In 2013, we also entered into an international distribution agreement with Weigao, for the distribution of our peripheral products, the GliderXtreme PTA, GliderfleX PTA and Chocolate PTA in the PRC.

In May 2013, our Chocolate PTA was successfully registered with the HSA as a Class B medical device on the Singapore Medical Device Register.

In September and October 2013, pursuant to the Pre-IPO CLA, the Pre-IPO investors collectively extended the Pre-IPO Convertible Loan of an aggregate of approximately S$12.0 million to our Company. Please refer to paragraph 11 in the section entitled “Restructuring Exercise and Additional Capitalisation” of this Offer Document for further details.

In January 2014, pursuant to the J&JDC CLA, J&JDC extended the J&JDC Convertible Loan of a sum of US$2.5 million to our Company. Please refer to paragraph 12 in the section entitled “Restructuring Exercise and Additional Capitalisation” of this Offer Document for further details on the J&JDC Convertible Loan.

Interim results from our post-market study on our Chocolate PTA in the United States were released in February 2014. The results from the first 350 patients enrolled and treated in the study include that (i) treatment was completed without major dissection in 98% of the patients, (ii) affected limbs were preserved at follow up in 96% of ATK patients and 97% of BTK patients, and (iii) re-intervention of the limb was not required in 89% of ATK patients and 93% of BTK patients. These results demonstrate that the use of our Chocolate PTA achieved high rates of treatment success and limb preservations in patients with PAD.

In February 2014, we signed the Cordis Distribution Agreement with Cordis for the distribution of our (i) peripheral products (excluding our DCC) in the United States, (ii) peripheral and coronary products worldwide outside the United States, with the exception of Japan and the PRC, and (iii) coronary products, our DCC and our drug-coated Chocolate PTCA in the PRC, on an exclusive basis. As at the Latest Practicable Date, Cordis is only distributing our Chocolate PTA in the United States. Please refer to the section entitled “General Information on our Group – Supplier and Distributorship Agreements” of this Offer Document for further details on the terms of the distribution arrangement.

BUSINESS OVERVIEW

We are engaged in the design, assembly and distribution of advanced therapeutic solutions for the minimally invasive treatment of complex vascular diseases. We collaborate with industry specialists and physicians who are key opinion leaders to develop and offer physicians and patients new and differentiated devices to improve outcomes in complex peripheral and coronary interventions.

OUR PRODUCTS

We design, assemble and commercialise products for peripheral and coronary interventions.

Coronary artery disease is a common form of cardiovascular disease and is primarily caused by lesions consisting of plaque in the arteries surrounding the heart. As plaque accumulates, the diameter of the arterial lumen narrows resulting in reduced or stopped blood flow. This disease is generally treated by way of PTCA and stenting.

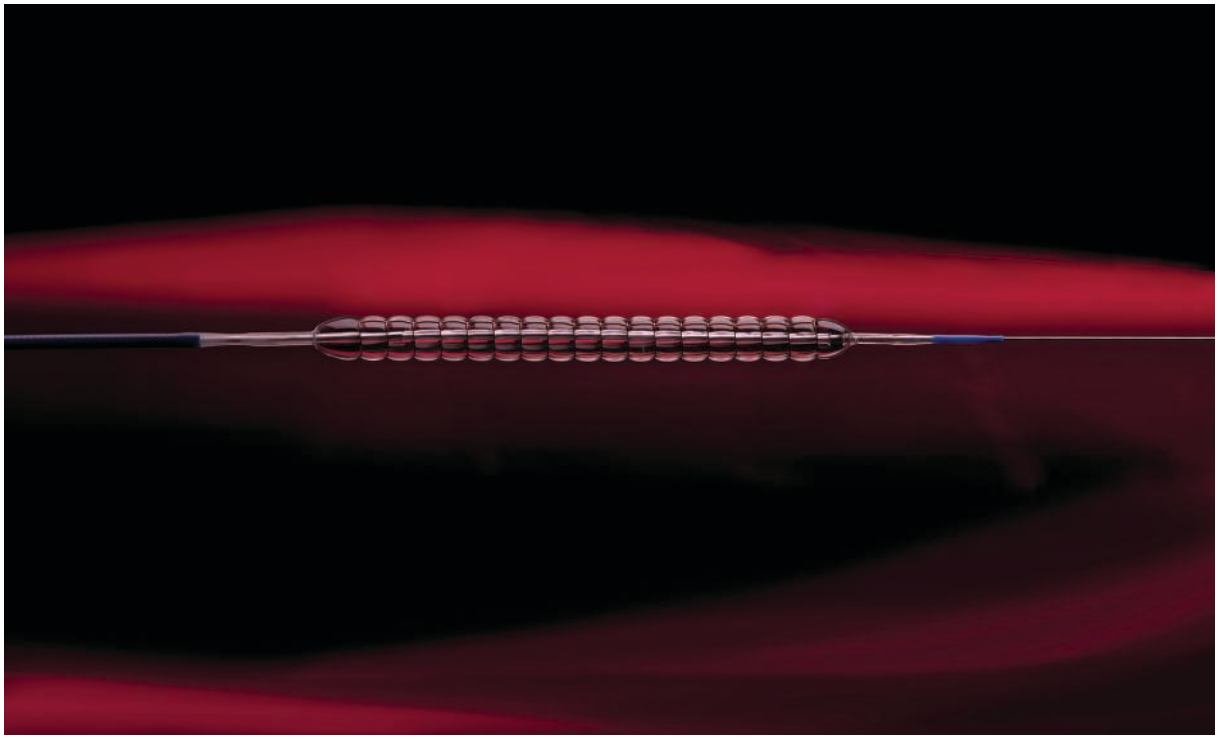
PAD is an obstruction of the blood flow in the peripheral arteries. It occurs commonly in the arteries of the pelvis and legs. It can result from the slow accumulation of plaque over time or the sudden formation of a blood clot which leads to arterial narrowing or blockage of a vessel. PAD may be treated by PTA or various other interventional techniques.

Angioplasty (PTCA and PTA) is the technique where a small incision is made, typically in the patient's thigh and a small catheter is inserted on a steerable "guide wire" to reach the narrowed section of the artery. A balloon catheter is pushed across the narrowed part of the artery and inflated temporarily to open up the narrowing by pushing outward on the plaque and on the wall of the vessel for improved blood flow in that part of the artery. After inflation, the balloon is deflated and removed so no part of the balloon catheter is left behind in the artery. In some cases, a stent may be inserted at the time of ballooning to ensure the vessel remains open.

Details of our products are set out below:

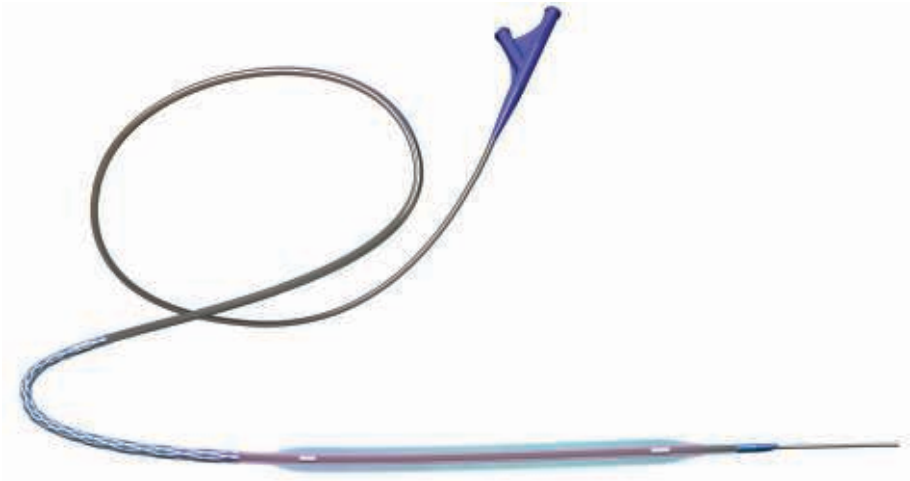
Peripheral Products

Chocolate PTA



Chocolate PTA is a unique PTA balloon that is currently approved for the treatment of PAD. It is designed to provide atraumatic dilation in the treatment of blocked arteries. Its unique nitinol constraining structure design creates uniform "pillows" that make contact with the vessels and "valleys" that allow for plaque modification and are designed to relieve stress upon inflation. The constraining structure reduces the shear stress placed on the vessel during inflation, ensures uniform balloon expansion and prevents distortion and over-stretching of the vessel. The majority of our revenue for FY2012 and 9M2013 is from sales of our Chocolate PTA, accounting for more than 71% and 92% of our total revenue for the respective periods.

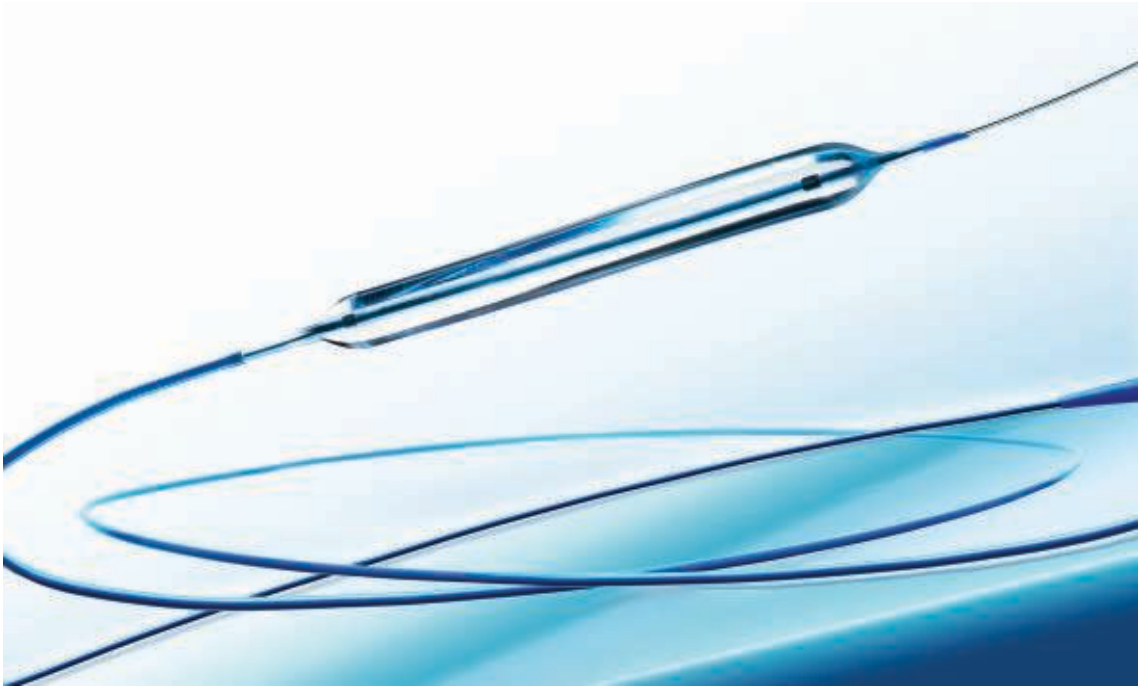
GliderXtreme PTA



GliderXtreme PTA is a balloon catheter with, we believe, exceptional pushability and crossability, targeting complex lesions in the distal peripheral vasculature, including the iliac, femoral, ilio-femoral, popliteal, infra-popliteal and renal arteries. It employs a unique slide lock mechanism that maintains a straight balloon configuration during inflation and prevents balloon bunching when crossing tight lesions. It is available in a very low profile (<4F) proximal shaft. To increase trackability, GliderXtreme PTA has a braided mid-section and a hydrophilic coated shaft, which is a lubricious coating designed to reduce friction.

GliderXtreme PTA is available in a wide variety of diameters and lengths of up to 200mm, giving physicians greater clinical versatility.

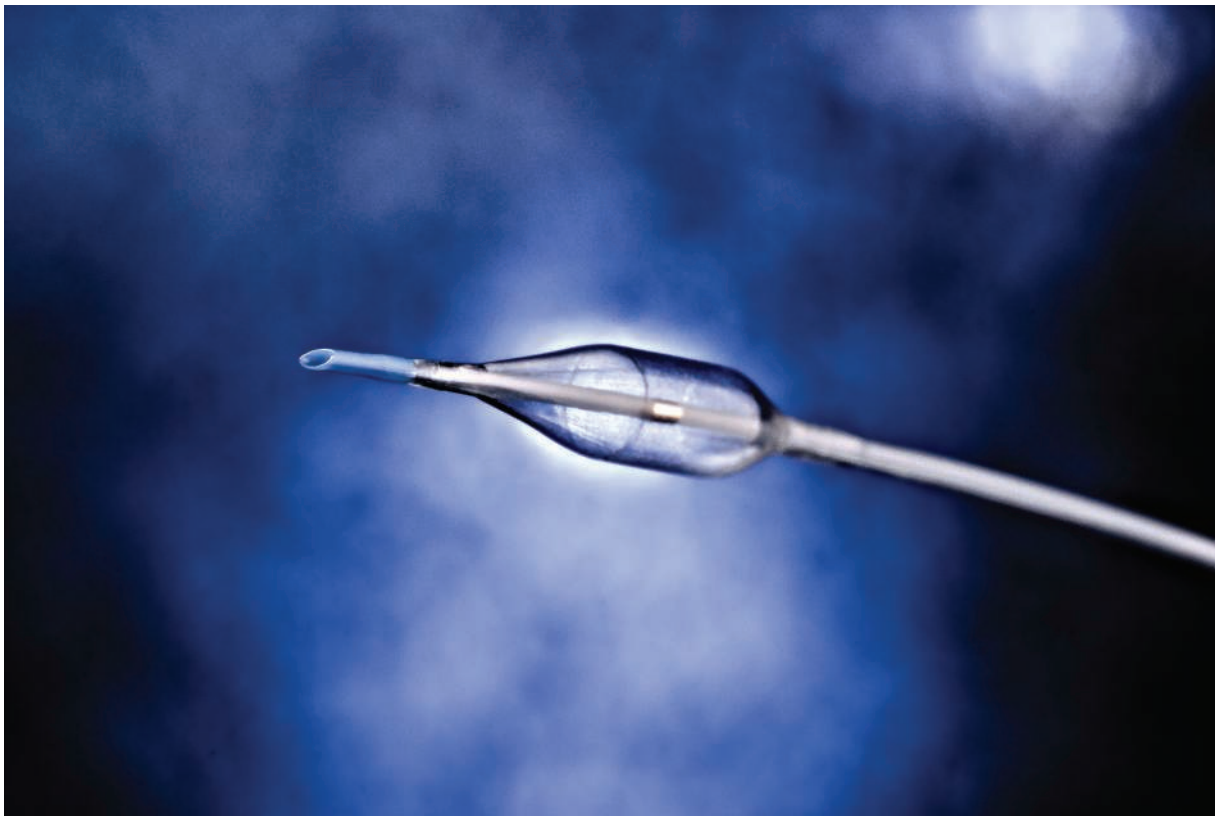
GliderfleX PTA



With its continuously braided shaft, GliderfleX PTA provides torque transmission to its distal tip, allowing easy maneuverability and resists kinking when navigating through a tortuous anatomy. Along with its broad size matrix, we believe that GliderfleX simplifies the treatment of a wide range of complex and everyday cases in the peripheral vessels. GliderfleX PTA is available in a wide variety of diameters and lengths of up to 300mm, giving physicians maximal clinical versatility.

Coronary Products

Glider PTCA



Glider PTCA is, we believe, the only torqueable balloon angioplasty catheter. Its torqueability allows for the reorientation of its tip away from obstacles and its shaft construction provides trackability and extra pushability over anatomical curves and through tight lesions. It is also designed to provide additional stability during balloon inflation. As compared with conventional balloon catheters which are not optimised to cross into side branches or to fully treat the ostium of the side branch, Glider PTCA's unique design also optimises side branch ostium expansion when treating bifurcations by allowing full dilatation of the side branch ostium and minimising side branch injuries and/or dissections. Additionally, clinical studies demonstrated the ability of the Glider PTCA to cross lesions in six (6) out of seven (7) cases after other technologies have already failed to make such crossing.

OUR PRODUCT PIPELINE

The following table depicts the current state of our pipeline products:

Product Candidate	Indication	Stage of development and anticipated milestones
Chocolate PTCA	Coronary	Stage of Development: Design Verification Milestones: FDA 510(k) submitted in the 4th Quarter of 2013. CE Mark certification received in January 2014.
DCC(1)	Peripheral	Stage of Development: Design Optimisation Anticipated Milestones: OUS Feasibility to start in 2014 and CE Mark submission in 2014
SILK PTA	Peripheral	Stage of Development: Design Feasibility Anticipated Milestones: CE Mark submission in the 1st Quarter of 2015

Note:

(1) On November 2011, we conducted a 30 day study on a preclinical animal model to investigate the safety and efficacy of the DCC. The study compared the DCC with a standard uncoated balloon catheter control (the "**control**"). After the 30 day treatment time point, histological analysis of the treated areas was performed. The control resulted in 56% stenosis, while the DCC exhibited 5% stenosis. The DCC demonstrated significant intimal suppression relative to the control and a better safety profile.

APPROVALS

We work closely with the government authorities in the relevant jurisdictions to obtain regulatory approvals from the countries in which we sell our products. As at the Latest Practicable Date, our products have obtained approvals from the following regulatory authorities:

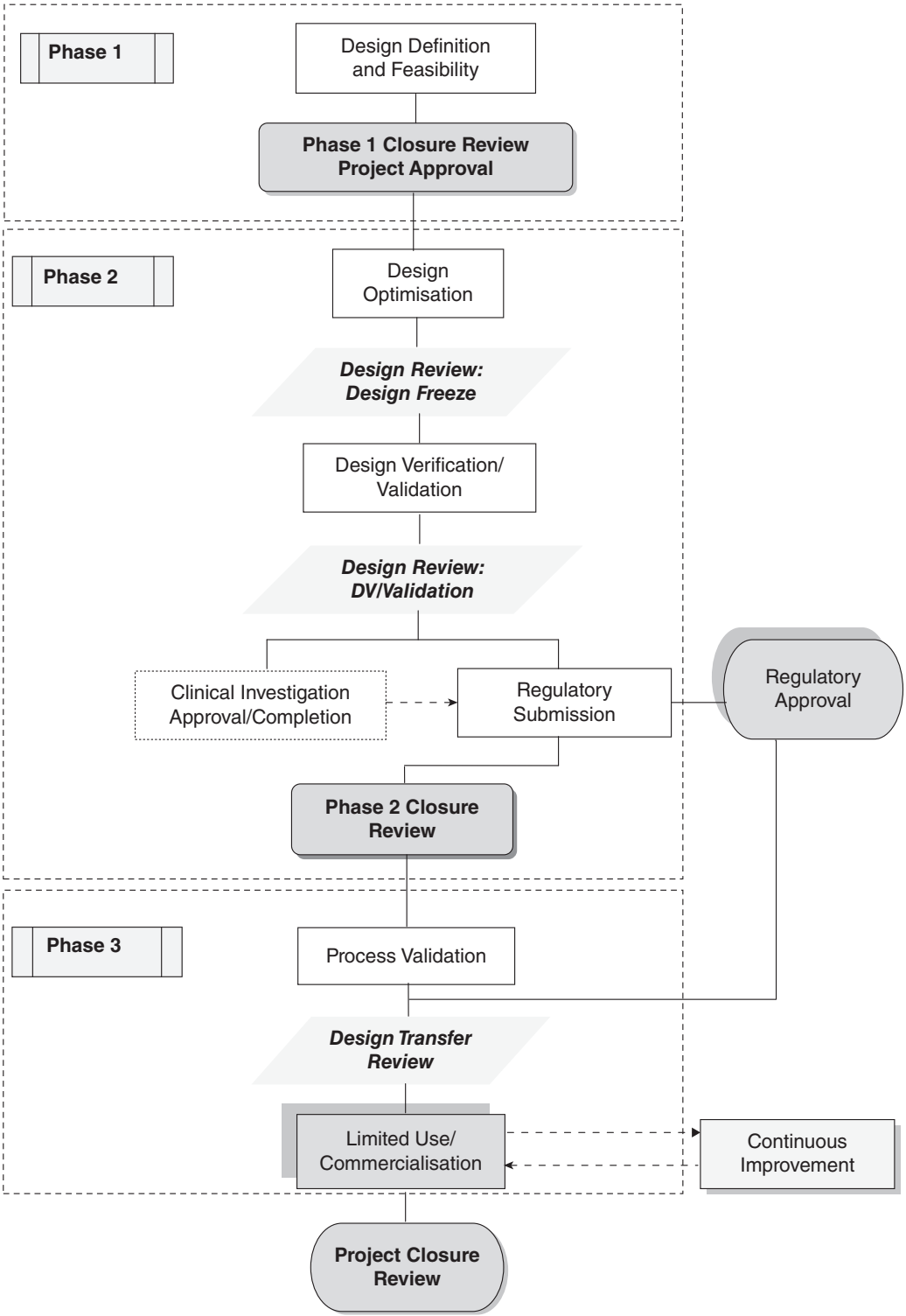
Product name	Type of Approval	Date of approval and validity period (if any)	Authority	Approval Number
USA				
Glider PTA (now known as the GliderXtreme PTA)	Class II, FDA 510(k) clearance	12 February 2010	DHHS	K094019
GliderfleX PTA	Class II, FDA 510(k) clearance	5 January 2011	DHHS	K103534
Chocolate PTA	Class II, FDA 510(k) clearance	14 December 2011	DHHS	K111738
Glider PTCA	Class II, FDA 510(k) clearance	2 March 2012	DHHS	K111544

Product name	Type of Approval	Date of approval and validity period (if any)	Authority	Approval Number
European Union				
GliderXtreme PTA, Chocolate PTA, GliderfleX PTA	Class II a EC Certificate for the quality assurance system according to the directive 93/42/EEC annex II	1 July 2009 to 28 October 2014	DEKRA Certification GmbH as a notified body of the European Union	51257-16-01
Glider PTCA	Class III EC Certificate for the quality assurance system according to the directive 93/42/EEC annex II	1 September 2010 to 28 October 2014	DEKRA Certification GmbH as a notified body of the European Union	51257-16-01
Chocolate PTCA	Class III EC Certificate for the quality assurance system according to the directive 93/42EEC annex II	15 January 2014	DEKRA Certification GmbH as a notified body of the European Union	51257-23-B2
Singapore				
Chocolate PTA	Registration as a Class B medical device on the Singapore Medical Device Register	6 May 2013 to 5 May 2014	HSA	DE0012832
Japan				
Glider PTCA	PMDA, Japan registration, Class IV	14 March 2013	PMDA	22500BZX00090000
GliderXtreme PTA	PMDA, Japan registration, Class IV	12 November 2013	PMDA	22500BZX00485000
China				
GliderXtreme PTA	CFDA	2 December 2013	CFDA	CFDA20133775076
Vietnam				
Chocolate PTA	Ministry of Health, Vietnam	23 December 2013	Ministry of Health, Vietnam	8338/BYT-TB-CT
GliderfleX PTA	Ministry of Health, Vietnam	23 December 2013	Ministry of Health, Vietnam	8338/BYT-TB-CT
Glider PTCA	Ministry of Health, Vietnam	23 December 2013	Ministry of Health, Vietnam	8338/BYT-TB-CT

Product name	Type of Approval	Date of approval and validity period (if any)	Authority	Approval Number
Turkey				
Chocolate PTA	Ministry of Health, Turkey	20 January 2012	Turkey Government	N/A
GliderfleX PTA	Ministry of Health, Turkey	20 January 2012	Turkey Government	N/A
Glider PTCA	Ministry of Health, Turkey	20 January 2012	Turkey Government	N/A

DEVELOPMENT PROCESS

An important part of our business lies in the development of our products. Our research and development team is headed by our Executive Vice President, Vice President of Research and Development, Maria Pizarro. The diagram below provides an overview of the development cycle of our products:



Product design definition and feasibility assessment

The first stage of the development cycle for our products is the design definition and feasibility assessment. In this stage, we generally review our customer requirements and conduct market research to identify unmet clinical needs. Thereafter, we evaluate these findings to determine the requirements and desired product specifications in the market and, thus, design our product accordingly. We also remain abreast of the relevant regulations, standards and tests that will be applicable for the product to be developed. We will assess the technical feasibility of the product to determine the design potential, which in turn will determine the feasibility of funding the project. Additionally, we formulate product safety and performance requirements which will be finalised during the subsequent development phases and serve as a guide throughout the development process. These requirements, together with (i) any customer specific requirements, (ii) the required regulatory approval and/or clinical path, and (iii) the assessment of risks will form the "design input" for a product. We will then establish an overall project plan and submit the project plan and required funding to our senior management for business review and project approval to continue.

Design optimisation and design freeze

Once the general design input has been established and the project is approved by our senior management, we will develop prototypes of the product design. These prototypes will be subject to tests and reviews in order to optimize the design of the prototype. The most suitable prototype will be selected and the design will be frozen. Thereafter, customer and product requirements will be finalised and plans for the Design Verification and Design Validation (as defined below) of the product will be established. Before continuing to the Design Verification phase, a team of technical reviewers with relevant knowledge and expertise will conduct a critical design review to evaluate whether the design meets the pre-established requirements and to determine whether the design can be frozen.

Design verification and review

The design will undergo rigorous design verification testing where the characteristics of the product that are essential for its safe and proper use (including but not limited to the component and product specifications, manufacturing, sterilisation, test processes, as well as product packaging and labelling) will be evaluated in order to ensure that the design meets the requirements of the design input ("**Design Verification**" or "**DV**"). The final design will be evaluated ("**Design Validation**") by clinicians to ensure that the customer requirements are met. Following the Design Verification tests and clinician evaluation, the design will be subject to another critical design review by a technical team with relevant knowledge and expertise. This review provides the designers with input for improvements that may be necessary before transferring the design, conducting clinical investigation or submitting for regulatory approval.

Design validation

Design Validation will be carried out on the final design to ensure that the product is able to satisfy the defined user needs and its intended use. The product will be used in a clinical setting or under simulated use conditions. The results will then be compared against the Design Input. Where required, the Design Validation process may also include clinical evaluations and/or evaluation of the performance of the design. Design Validation may additionally consist of comparison of the product with other existing devices, a review of the literature related to equivalent devices and

procedures, or functional testing in an animal model. We will also ensure that the product's manufacturing processes perform as intended in commercial manufacturing facilities and environment.

Clinical investigation

After ensuring that all design, manufacturing and clinical and regulatory requirements have been satisfied, clinical investigation commences. Our clinical affairs team is led by Dr Milstein. Dr Milstein has more than 15 years of experience in the areas of clinical research and clinical trials, having managed the clinical trials department in several medical device corporations including Cytori Therapeutics, Inc. from 2005 to 2012 and Medtronic Corporation from 2003 to 2005.

Limited use of product

Submissions are then made for regulatory approvals. Prior to full commercialisation of the product and upon receiving relevant regulatory approval(s), limited use of product such as through physician preference testing may be conducted under controlled conditions.

Design output

The completed design outputs containing the characteristics of the product that are essential for its safe and proper use, including component and product specifications, processes to assemble, sterilise and test the product, and product packaging and labelling will make up a device master record.

Business review

At the end of each product development phase, a business review meeting is conducted to review the status of the project and its deliverables. During the business review meeting, we will seek authorisation from the management to move the project forward. The business review meeting closes each respective project phase. If necessary, a next phase of development will be detailed in a project plan. If appropriate, the business review meeting ("**Phase 2 Closure**") may also decide to commercialise the product and carry out marketing and assembly. We will then proceed with process validation and to transfer the design to manufacturing. Upon receiving the required regulatory approvals and certifications, the product may be commercialised. A final business review meeting ("**Phase 3 Project Closure**") closes the project after reviewing that all design control deliverables have been completed.

Continuous improvement

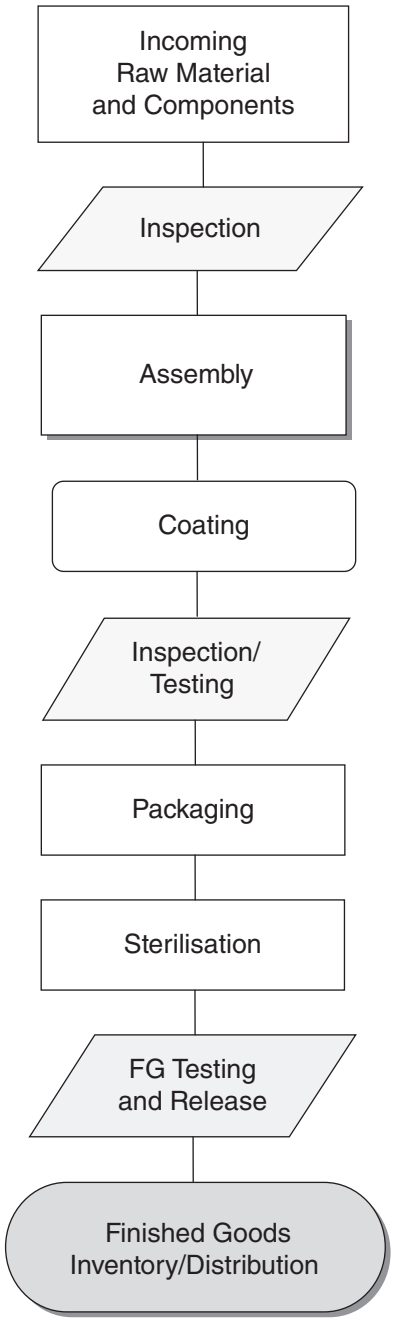
The quality of the product will continue to be improved and monitored throughout the life cycle of the product.

ASSEMBLY FACILITIES AND CAPACITY

We operate two (2) assembly facilities, one in Singapore and one in Pleasanton, California, to support the assembly of our products. We do not manufacture component parts and instead depend on third party contract manufacturers for certain critical components, such as laser cuttings, angioplasty balloons and other components that are necessary to assemble our products. We also rely on external service providers for coating and sterilisation services.

The assembly of our products is done in-house and through third party contract manufacturers depending on cost and efficiency. Our assembly process is not automated and is dependent on our allocation of manpower to the assembly process. As and when there are more orders for our products, we will designate more manpower and increase the shifts of such manpower for the assembly process.

The diagram below set out the assembly process of our products:



Please refer to the section entitled "General Information on our Group – Properties and Fixed Assets" of this Offer Document for more details on properties we lease for our assembly facilities.

QUALITY CONTROL

Our quality management system ("**QTV QMS**") complies with the US FDA Quality System Requirements and European (ISO 13485:2004) regulations ("**Quality System regulations**"). All products are developed, assembled and tested under the umbrella of the Quality System regulations. Our current marketed products have obtained FDA 510(k) clearance and CE marking. We train our employees to follow the requirements set by the QTV QMS. Internal audits of all processes related to assembly and quality control are performed on a regular basis to ensure compliance with the QTV QMS. Additionally, we undergo surveillance audits conducted by the relevant authorities from time to time. In order to meet such surveillance audits, we also hire third party auditors to audit the QTV QMS.

The QTV QMS is designed to ensure that our products meet customer expectations, national and international standards, and applicable regulatory requirements. The primary processes that make up the QTV QMS are (i) product conceptualisation and design, (ii) assembly, (iii) delivery, and (iv) support and administration. A flow diagram depicting the sequence and interaction of the QTV QMS process is set out below.

We believe that the QTV QMS has well-defined product development and assembly requirements which ensures that patient safety is not compromised throughout the product lifecycle. Our products undergo several well-defined inspections and test methods by qualified and trained quality control personnel before market release. This assists in ensuring that all relevant requirements have been met. The implementation and maintenance of the QTV QMS allows us to understand and define market needs, develop products that satisfy such needs, produce and distribute these products, analyse our products' limitations and assess whether product requirements have been achieved.

We also ensure that our suppliers manufacture our product components in accordance with our specifications, the applicable regulations, the quality system regulations of the International Standards Organisation and the ISO 13485-2003 requirements. Our regulatory and quality control team oversees our suppliers to ensure that they obtain the relevant regulatory approvals and continually adhere to our requirements and specifications. Critical suppliers undergo regular audits to ensure compliance to our supplier requirements. We visit the facilities of such critical suppliers to review their quality control procedures. Our assembly team follows controlled Manufacturing Process Instructions ("**MPIs**") to assemble our products and delineates processes within these MPIs to ensure that our products meet our design and quality requirements.

In addition to quality control procedures in relation to the assembly of our products, we also place emphasis on the importance of safety in the assembly process and within our research and assembly facilities. We conduct safety awareness training for our entire workforce to ensure that all our employees are constantly aware of our in-house environment, health and safety policies and the proper safety procedures to adhere to.

SEASONALITY

We do not experience any significant seasonality in the course of our business.

SALES AND MARKETING ACTIVITIES

Our current sales, marketing and distribution strategy involves a multi-pronged approach. Historically, in the United States, we have a team of experienced sales representatives who sell directly to hospitals. Outside the United States, we had collaborated with local distribution partners who assist us in (i) obtaining local regulatory clearance for the commercial sale of our products, and (ii) the sale of our products to hospitals in jurisdictions where they are approved for commercial sale.

Our sales and marketing team also adopts a one-to-one approach by partnering with physicians at hospitals in the United States to use our products. We raise awareness of our products by (i) participating in international and local trade fairs, (ii) inviting respected physicians make presentations on our products at medical conferences, and (iii) publishing clinical results in medical journals.

In February 2014, we signed the Cordis Distribution Agreement with Cordis for the distribution of our (i) peripheral products (excluding our DCC) in the United States, (ii) peripheral and coronary products worldwide outside the United States, with the exception of Japan and the PRC, and (iii) coronary products, our DCC and our drug-coated Chocolate PTCA in the PRC, on an exclusive basis. As at the Latest Practicable Date, Cordis is only distributing our Chocolate PTA in the United States. This collaboration has changed our sales, marketing and distribution strategy.

Following the execution of the Cordis Distribution Agreement, Cordis is responsible for the marketing activities of our Chocolate PTA that they distribute for us. As such, our focus in the United States has now shifted to (i) partnering with Cordis to distribute our Chocolate PTA in the United States and (ii) selling our coronary products in the United States. Additionally, instead of directly collaborating with local distribution partners outside the United States, our marketing and distribution strategy has now shifted to utilising three (3) main distribution partners, Cordis, Weigao and Century Medical to sell, market and distribute our products outside the United States. Please refer to the section entitled "General Information on our Group – Supplier and Distributorship Agreements" of this Offer Document for more details on our collaborations with Cordis, Weigao and Century Medical.

SUPPLIER AND DISTRIBUTORSHIP AGREEMENTS

We have entered into a number of supplier and distributorship agreements with suppliers and distributors in the United States, Europe, and more recently, Asia.

Supplier Agreement

On 13 March 2013, we entered into a supply agreement with our supplier, Emerald Medical Services Pte. Ltd., for the manufacture of certain critical components necessary to assemble our products. The supply agreement stipulates the price at which we can purchase the products and also obliges Emerald Medical Services Pte. Ltd. to adhere to certain specifications and quality system requirements. The term of the agreement is five (5) years, and will be renewed automatically for one (1) year periods for a further period of five (5) years unless either party gives three (3) months' notice prior to the relevant one (1) year renewal period of their intention to cancel.

Distributorship Agreements

To increase our presence in Asia, on 28 December 2010, we entered into a distribution agreement with Century Medical for the distribution of our products in Japan ("**CMI Distribution Agreement**"). Century Medical received Shonin approval to market the Glider PTCA in March 2013 for treating the stenotic portion of coronary arteries or bypass grafts to improve myocardial perfusion. In November 2013, Century Medical also received Shonin approval for the GliderXtreme PTA for the treatment of peripheral arterial blockages.

Pursuant to the CMI Distribution Agreement, we appointed Century Medical as our exclusive importer and distributor of our PTA and PTCA products in Japan, with a first right of refusal to import and distribute any future products. The term of the CMI Distribution Agreement is four (4) years beginning on the date of expiration of the Premarketing Term ("**Premarketing Term**"), and will be extended automatically for two (2) years subject to Century Medical meeting the minimum purchase levels. The Premarketing Term is the period beginning on the date of the CMI Distribution Agreement and ending on the earlier of two (2) years or the first day of the first month following the date on which all regulatory and reimbursement approvals necessary for the importation, registration, marketing and sale of at least one (1) product in Japan. The CMI Distribution Agreement also sets out the price at which we will supply the products to Century Medical and the minimum purchases to be made by Century Medical. In the event Century Medical does not purchase the aggregate minimum levels in any period after one (1) year after each product receives its respective Shonin approval, we have the right but not the obligation to terminate the CMI Distribution Agreement.

On 8 March 2013, we entered into a distribution agreement with Weigao, for the distribution of our peripheral products, the GliderXtreme PTA, GliderfleX PTA and Chocolate PTA in the PRC ("**Weigao Distribution Agreement**").

Pursuant to the Weigao Distribution Agreement, we appointed Weigao as our sole and exclusive distributor for our GliderXtreme PTA, GliderfleX PTA and Chocolate PTA products in the PRC. Weigao is responsible for all costs associated with the registration of the products with the State Food and Drug Administration of the PRC, other than clinical trials. The term of the Weigao Distribution Agreement is five (5) years, renewable for additional one (1) year terms on the mutual written agreement of the parties. The Weigao Distribution Agreement also sets out the price at which we will supply the products to Weigao, the projected sales target to be achieved for each product in the PRC over the term of the agreement, as well the minimum commitment of Weigao for each product.

On 5 February 2014, we signed the Cordis Distribution Agreement with Cordis for the distribution of our (i) peripheral products (excluding our DCC) in the United States, (ii) peripheral and coronary products worldwide outside the United States, with the exception of Japan and the PRC, and (iii) coronary products, our DCC and our drug-coated Chocolate PTCA in the PRC, on an exclusive basis. As at the Latest Practicable Date, Cordis is only distributing our Chocolate PTA in the United States. The term of the Cordis Distribution Agreement is four (4) years. Pursuant to the terms of the Cordis Distribution Agreement, we are responsible for obtaining and maintaining regulatory approval to commercialise our products in the respective territories. The Cordis Distribution Agreement also sets out the price at which we will supply the products to Cordis over the term of the agreement, as well the minimum commitment of Cordis for each product for the first two (2) years of the agreement.

RESEARCH AND DEVELOPMENT

Our research and development team is headed by our Executive Vice President, Vice President of Research and Development, Maria Pizarro. We conduct research and development activities in the design and testing of new or improved materials and/or products. During the Period Under Review, we recorded research and development expenses of US$4.0 million, US$6.7 million, US$6.3 million and US$1.9 million for FY2010, FY2011, FY2012 and 9M2013 respectively. In addition, additional research and development costs were capitalised in the Period Under Review in accordance with FRS, amounting to US$0.8 million, US$0.7 million, US$0.6 million and US$2.9 million in FY2010, FY2011, FY2012 and 9M2013 respectively. In aggregate, the amount dedicated to research and development activities during the Period Under Review was US$4.8 million, US$7.4 million, US$6.9 million and US$4.8 million in FY2010, FY2011, FY2012 and 9M2013 respectively. This constituted 1,200%, 370%, 460% and 160% of our revenue in each of FY2010, FY2011, FY2012 and 9M2013. As of 30 September 2013, we have nine (9) employees in our research and development department. Our research and development facility team in Singapore is also supported by experts from the United States and Israel.

We place an emphasis on pioneering next generation technologies. We are presently developing next generation drug coated balloons for the treatment of blockages in the lower extremities. The technology provides for dilation of occluded arteries with transfer of anti-proliferative therapy, resulting in long-term vessel patency without the need for a permanent implant.

In addition, we are committed to continuously improving our technologies. Our research and development activities utilise an iterative development and rapid progression process to enable us to respond to market demands and optimise device performance. To further grow our coronary product line, we continue engaging in the research and development of our coronary balloon catheters, such as the Glider PTCA. The existing Glider PTCA catheter with its torque transmission, increased crossability through stent struts, and smallest balloon working length offering is well received by clinicians in the market. To enhance the Glider PTCA technology, we continue to make improvements to this product line. In addition, the development of the Chocolate PTCA is in its final development phase. It has received CE Mark certification and the FDA 510(k) clearance application was submitted in the fourth quarter of 2013. The addition of these product lines will strengthen our coronary portfolio.

We have entered into a development and licence agreement ("**InnoRa Agreement**") with InnoRa GmbH ("**InnoRa**") on 3 April 2011 to develop one (1) or more technologies that would deliver paclitaxel with our balloon catheters and further develop our DCC. InnoRa is a company that focuses on the organisation and funding of complex research projects that require interdisciplinary cooperation involving companies, universities, hospitals and research organisations. Pursuant to the terms of the InnoRa Agreement, InnoRa will develop the DCC such that it will have a safety and efficacy profile equal to or better than current state of the art drug eluting balloon technology, is feasible to manufacture on a large scale, and is in accordance with the development plan set out in the InnoRa Agreement. In addition, InnoRa will maintain such quality assurance and regulatory systems and practices which are reasonably relevant and appropriate for the development of the DCC and studies will be conducted according to sound scientific principles. Further, InnoRa also grants our Group a worldwide licence to make, use and otherwise exploit their technology to develop, manufacture and commercialise the DCC. We are currently working with InnoRa to develop a proprietary coating for the DCC. We have equipped our US facilities with a formulations laboratory and analytical chemistry capabilities. Pursuant to the terms of the InnoRa Agreement, we are required to make payments to InnoRa on achievement of certain milestones in the development of the DCC. We are also required to make royalty payments to InnoRa for the sales or sublicense of the DCC.

We have also entered into a master licence agreement with SurModics, Inc. ("**SurModics**"), on 19 April 2007 ("**SurModics Agreement**"). SurModics is engaged in research and has developed a body of technology and know-how including chemical compositions, processes, and equipment, which we believe can improve the performance of various products and processes of our Group. Pursuant to the SurModics Agreement, SurModics has granted our Group a non-exclusive worldwide licence under its patent rights and know-how to make, have made, use and sell, offer for sale, import and otherwise exploit the Licensed Products. The "Licensed Products" under the SurModics Agreement are dedicated balloon-based stent delivery catheters that deliver a bare metal stent or drug-eluting stent to treat bifurcations in the coronary or peripheral vasculature that are surface-treated with certain reagents for the sole purpose of providing a lubricious surface to the catheters. We pay SurModics royalties and technical support fees as set out in the SurModics Agreement. The licences granted to us pursuant to the SurModics Agreement will begin upon the effective date of each product as set out in the SurModics Agreement, and extend until the expiration of the last to expire patent within the patent rights that cover that product, or for a period of 15 years following the first bona fide commercial sale of such licensed product, whichever is longer.

We do not have any policy of committing any fixed amount to research and development activities.

We conduct research and development activities in a focused and strategic manner that accelerates the time to market of our innovative technologies. Our research and development programs involve partnerships with leading research institutions and clinicians who are key to our success. We believe that our research and development activities are vital to our efforts to maintain our competitiveness in the industry in which we operate, as well as to further develop better and improved products that will ensure continued sales of our products.

SCIENTIFIC ADVISORY BOARD

Our Group has clinical advisors and a scientific advisory board ("**Scientific Advisory Board**") comprising of physicians and key opinion leaders.

The responsibilities of the clinical advisors and the Scientific Advisory Board include:

(a) advising the management on the most current trends of the medical devices industry;

(b) advising on the clinical development of new technologies;

(c) strategising and providing feedback on the direction of our Group's existing technology;

(d) providing feedback on technologies that our Company may be interested to license or acquire from time to time;

(e) reviewing of clinical trials protocols and clinical trials results of our Group's products; and

(f) maintaining the good standard of research and development.

INSURANCE

As at the Latest Practicable Date, we maintain the following insurance policies to cover our Group's risks, namely, product liability, general commercial liability, public liability, no fault compensation insurance required for the conduct of clinical trials in New Zealand on our Chocolate products, medical insurance for our employees, property insurance, directors' and officers' liability policies, work injury compensation, industrial all risks and loss of a key employee.

Our Directors are of the view that the coverage maintained is adequate for our existing operations. However, significant damage to our operations may still have a material adverse effect on our results of operations or financial condition. If such events were to occur, our business may be materially or adversely affected. Please refer to the section entitled "Risk Factors" of this Offer Document for more details. We have not experienced any difficulties obtaining or renewing our insurance policies, or on realising claims under any of our insurance policies.

Our Directors will perform annual reviews on our insurance coverage to ensure that it is satisfactory in our view.

INTELLECTUAL PROPERTY

Intellectual property rights, particularly patent rights, play a critical role in the medical device industry, and therefore, our business. Our intellectual property includes patents, patent applications and trademarks. We rely on intellectual property rights for the protection of our technology and plan to rely on these rights to protect any other products we develop. We have pending patent applications in the United States, Singapore, and other jurisdictions. We intend to file additional patent applications on inventions that are important to our business and that we believe are patentable in selected jurisdictions, as and when protection is considered necessary.

As at the Latest Practicable Date, we have applied for and/or obtained the following patents:

Description	Filing date	Jurisdiction	Registration Number	Category
Stent with Self-Deployable Portion	10 January 2006	United States	2006/ 0173528	Pending
Stent with Self-Deployable Portion	10 January 2006	PRC	101102728B	Granted
Stent with Self-Deployable Portion	10 January 2006	European Union	1835866	Granted
Stent with Self-Deployable Portion	10 January 2006	France	1835866	Granted
Stent with Self-Deployable Portion	10 January 2006	Germany	1835866	Granted
Stent with Self-Deployable Portion	10 January 2006	United Kingdom	1835866	Granted
Stent with Self-Deployable Portion	10 January 2006	Japan	4979591	Granted

Description	Filing date	Jurisdiction	Registration Number	Category
Apparatus and Methods for Delivering Prostheses to Luminal Bifurcations	18 April 2006	European Union	1871293	Pending
Apparatus and Methods for Delivering Prostheses to Luminal Bifurcations	17 April 2006	United States	7,922,754	Granted
Apparatus and Methods for Delivering Prostheses to Luminal Bifurcations	18 April 2006	Japan	5114385	Granted
Delivery System for Bifurcation Stents	23 May 2006	United States	2007/0016279	Pending
Delivery System for Bifurcation Stents	24 May 2006	PRC	CN101188984B	Granted
Delivery System for Bifurcation Stents	24 May 2006	European Union	1883373	Pending
Prosthesis Having Drug Coatings	7 September 2007	United States	2008/0065200	Pending
Side Branch Balloon	8 June 2010	PRC	102573982A	Pending
Side Branch Balloon	8 June 2010	European Union	2440278	Pending
Side Branch Balloon	8 June 2010	Japan	2012-514235	Pending
Stent with Self-Deployable Portion Having Wings of Different Lengths	20 February 2009	United States	2009/0182409	Pending
Stent with Self-Deployable Portion Having Wings of Different Lengths	9 February 2010	PRC	101102728B	Pending
Stent with Self-Deployable Portion Having Wings of Different Lengths	9 February 2010	European Union	2398420	Pending
Stent with Self-Deployable Portion Having Wings of Different Lengths	9 February 2010	Japan	2012-518468	Pending
Stent with Self-Deployable Portion Having Wings of Different Lengths	2 November 2010	United States	2011/0270386	Pending
Apparatus and Methods for Delivering Prostheses to Luminal Bifurcations	9 March 2011	United States	2011/0160837	Pending
Device and Method for Compartmental Vessel Treatment	9 March 2011	United States	2012/0059401	Pending

Description	Filing date	Jurisdiction	Registration Number	Category
Device and Method for Compartmental Vessel Treatment	12 November 2012	PRC	201180023620.1	Pending
Device and Method for Compartmental Vessel Treatment	12 October 2012	European Union	11754114.4	Pending
Device and Method for Compartmental Vessel Treatment	12 September 2012	Japan	2013-500094	Pending
Device and Method for Compartmental Vessel Treatment	10 March 2011	Singapore	201206771-6	Pending
Device for Compartmental Dilatation of Blood Vessels	31 January 2013	United States	2013/0211381	Pending
Device for Compartmental Dilatation of Blood Vessels	31 January 2013	Patent Cooperation Treaty	WO 2013/114201	Pending
Constraining Structure with Non-Linear Axial Struts	7 February 2013	United States	2013/0218181	Pending
System and Method for Treating Biological Vessels	21 August 2013	United States	13/972761	Pending
Constraining Structure with Non-Linear Axial Struts	7 February 2013	Patent Cooperation Treaty	WO 2013/11975	Pending

We believe that our trademarks are an integral part of our Group's focus on branding, and play a significant role in creating brand recognition for our products. As such we have applied for trade mark protection in the United States, the European Union, Japan and the PRC.

As at the Latest Practicable Date, the trademarks which we have obtained registration for includes:

Description	Filing Date	Registration Date	Registration Number	Category	Jurisdiction
Word mark, Class 10[(1)] **CHOCOLATE**	30 December 2011	9 October 2012	4223346	Registered Trademark	United States
Word mark, Class 10[(2)] **GLIDERFLEX**	16 November 2010	13 September 2011	4027097	Registered Trademark	United States

Description	Filing Date	Registration Date	Registration Number	Category	Jurisdiction
Word mark, Class 10[(3)] **CHOCOLATE**	15 August 2013	10 January 2014	12070331	Registered Trademark	European Union
Word mark, Class 10[(4)] **CHOCOLATE**	15 August 2013	6 December 2013	5634917	Registered Trademark	Japan

As at the Latest Practicable Date, we have applied for the registration of the following trademarks:

Description	Filing Date	Application Number	Category	Jurisdiction
Word mark, Class 10[(5)] **TRIREME TOUCH UP**	29 March 2012	85584036	Trademark Application	United States
Word mark, Class 10[(6)] **CHOCOLATE SILK**	4 October 2012	85745718	Trademark Application	United States
Word mark, Class 10[(7)] **CHOCOLATE**	19 August 2013	13099307	Trademark Application	PRC

Notes:

(1) Word mark, Class 10 (medical catheters)

(2) Word mark, Class 10 (medical and surgical catheters)

(3) Word mark, Class 10 (medical and surgical materials, devices, implants, apparatus and instruments; medical catheters; needles for medical and surgical use; devices for vascular closure; devices for closing and sealing wounds and punctures to arteries, veins and organs; guidewires; devices for sealing puncture sites following catheterisation procedures; parts and fittings for all the aforesaid goods); Word mark, Class 42 (design, research, testing and development of surgical, medical, dental and veterinary devices, apparatus and instruments, stents, stent delivery systems and catheters; scientific, medical and industrial research and development services; clinical research; laboratory research; provision of technical information relating to catheters, stents and stent delivery systems; Word mark, Class 44 (provision of information and advice relating to medical catheters, catheterisation procedures, stents and stent delivery systems; provision of information and advice relating to the use of medical and surgical materials, devices, implants, apparatus and instruments)

(4) Work mark, Class 10 (medical catheters; medical apparatus and instruments other than walking aids, crutches)

(5) Word mark, Class 10 (medical and surgical catheters)

(6) Word mark, Class 10 (medical catheters; drug-coated medical catheters)

(7) Word mark, Class 10 (medical catheters)

Common law trademark rights in the United States remain in force as long as the marks are being used in commerce. United States trademark registrations have a term of ten (10) years, subject to maintenance filings that confirm ongoing use, and can be renewed for subsequent ten (10) year terms subject to ongoing use. United States trademark registrations are vulnerable to non-use cancellation if the mark is deemed abandoned. Community Trade Mark registrations in the European Union have a renewable term of ten (10) years from the filing date. Community Trade

Mark registrations are vulnerable to non-use cancellation if the mark is not used in commerce within five (5) years of registration. Trademark registrations in Japan have a renewable term of ten (10) years from the registration date. Trademark registrations in the Japan are vulnerable to non-use cancellation if the mark is not in use for three (3) consecutive years. Trademark registrations in the PRC have a renewable term of ten (10) years. Trademark registrations in the PRC are vulnerable to non-use cancellation if the mark is not in use for three (3) consecutive years.

PROPERTIES AND FIXED ASSETS

The following table sets out all the properties leased and used by our Group as at the Latest Practicable Date. Save as disclosed below, our Group does not own or lease any properties.

Description and Location	Approx. gross area (sq m)	Tenure	Use of Property	Lessor	Lessee
#09-10/12, 3A International Business Park, Icon@IBP Singapore 609935	640.59	01/05/2011 to 30/04/2014	Office and assembly facilities	Ascendas (Tuas) Pte Ltd	TriReme SG
#08-16, 3A International Business Park, Icon@IBP Singapore 609935	200.03	01/02/2014 to 31/01/2015	Office and research and development facilities	Ascendas (Tuas) Pte Ltd	Quattro Vascular
3 Jurong East St. 32 #16-05 The Mayfair Condominium, Tower 3, Singapore 609479	108.00	04/08/2013 to 03/08/2014	Residential for Employees	Quek Geok Kheng, Lim Soon Sim	Quattro Vascular
7060 Koll Centre Parkway Suite 322 & 324	358.23	15/01/2014 to 28/02/2015	Office, research & development, and assembly facilities	7-L North Creek, LLC	TriReme US
7060 Koll Centre Parkway Suite 300 & 304	612.70	01/03/2012 to 28/02/2015	Office, research & development, and assembly facilities	7-L North Creek, LLC	TriReme US

Except for laws and regulations generally applicable to similar companies and businesses operating in Singapore and United States, there are no regulatory requirements or environmental issues that may materially affect our utilisation of the above properties and fixed assets.

INVENTORY MANAGEMENT

Our inventory comprises mainly finished goods, raw materials and work-in-progress. Our inventory is determined principally by our production requirements and sales orders and projections received from our customers. While we do not generally accumulate a stockpile of inventory, we typically purchase raw materials in advance in order to minimise any disruption to our assembly.

We do not make any general provision for inventory obsolescence but we may make specific provisions on a case-by-case basis when the inventory value is below its potential realisable value, following periodic inventory review by our management.

The amounts of provision made for inventory obsolescence for the Period Under Review are as follows:

(US$'000)	FY2010	FY2011	FY2012	9M2013
Provision made for inventory obsolescence	–	–	22.2	79.8
Inventories written off	–	–	10.4	34.2
	0.0	0.0	32.6	114.0
As a percentage of revenue for the relevant financial year/period (%)	–	–	2.2	3.8

Inventories are measured at the lower of cost and net realisable value. The cost of inventories is based on the first-in first-out principle, and includes expenditure incurred in acquiring the inventories, production or conversion costs and other costs incurred in bringing them to their existing location and condition. In the case of manufactured inventories and work in progress, cost includes an appropriate share of production overheads. We perform physical inventory counts for all inventory items at the end of every year.

Net realisable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and estimated costs necessary to make the sale.

The valuation of inventory at the lower of cost and net realisable value requires our Company to review inventories for their saleability and for indications of obsolescence. This requires the management to make estimates based on future market demand and past experience with similar inventories and their usage. In addition, judgements and estimates regarding future selling prices, level of demand and indications of obsolescence must be made and used in connection with evaluating whether such write-downs are necessary and the amounts of such write-downs.

The above provision and write-offs made were mainly in respect of provisions made for products that had become unrealisable as well as in respect of excess stock that had become obsolete.

Our average inventory turnover for the Period Under Review is as follows:

	FY2010	FY2011	FY2012	9M2013
Average inventory turnover days[(1)]	46	61	120	65

Note:

(1) Average inventory turnover days is computed as follows:

$$\frac{\text{Average inventory balances}}{\text{Cost of good sold}} \times \text{Number of days}$$

Where:

"Average inventory balances" is based on the average of the opening and closing trade inventory balances for the relevant financial year/period.

"Number of days" is defined as the number of calendar days in the relevant financial year/period.

Our average inventory turnover days has increased over the periods described above primarily as a result of increases in our levels of inventory, in particular during FY2011 and FY2012 as we began to increase production of our Chocolate PTA in anticipation of the receipt of the regulatory approvals required to begin commercialising such product. Also, the termination of the our distribution agreement with IDEV Technologies Inc. at the end of 2012 contributed to the increase in inventory days. Chocolate PTA production and sales volumes increased in the second half of FY2013, bringing turnover down.

CREDIT MANAGEMENT

Credit terms to our customers and distributors

Our Group has established a credit policy under which each new customer and distributor is analysed individually for creditworthiness before our Group's standard payment and delivery terms and conditions are offered. Our Group's review includes external ratings, when available, and in some cases bank references. Purchase limits, which represent the maximum open amount allowed without requiring approval from our executive management, are established for each customer and distributor. These purchase limits are reviewed quarterly. Customers or distributors who fail to meet our benchmark creditworthiness may transact with our Group only on a prepayment basis.

Under our standard payment and delivery terms, we generally grant credit terms of between 30 to 90 days to our customers.

Our average trade receivables turnover days for the Period Under Review were as follows:

	FY2010	FY2011	FY2012	9M2013
Average trade receivables turnover days[(1)]	115	50	81	53

Note:

(1) Trade receivables turnover days is computed as follows:

$$\frac{\text{Average trade receivables balances}}{\text{Revenue}} \times \text{Number of days}$$

Where:

"Average trade receivables balances" is based on the average of the opening and closing trade receivables balances for the relevant financial year/period.

"Number of days" is defined as the number of calendar days in the relevant financial year/period.

Our trade receivables (net of impairment loss on trade receivables) as at 30 September 2013 amounted to $947,000 (of which approximately $921,000 has been collected as at the Latest Practicable Date) and its aging schedule was as follows:

Age of trade receivables	Percentage of total trade receivables (%)
Neither past due or impaired	57.5
Past due 0 – 30 days	32.1
Past due 31 – 90 days	10.4
	100.0

Barring any unforeseen circumstances, our Directors are of the opinion that the outstanding balance will be substantially collected.

Save for the above, during the Period Under Review, all outstanding trade receivables from third parties were collected within the credit period extended. No provisions for bad debts were made.

Credit terms from our suppliers

Our suppliers generally consist of vendors that support our manufacturing and research and development efforts. The payment terms granted by our suppliers vary depending on, *inter alia*, our relationship with them and the services they provide. The credit terms granted by our suppliers to us are generally between 30 to 60 days.

Our average trade payables turnover days for the Period Under Review were as follows:

	FY2010	FY2011	FY2012	9M2013
Average trade payables turnover days[(1)]	125	114	143	97

Note:

(1) Trade payables turnover days is computed as follows:

$$\frac{\text{Average trade payables balances}}{\text{Cost of sales}} \times \text{Number of days}$$

Where:

"Average trade payables balances" is based on the average of the opening and closing trade payable balances for the relevant financial year/period.

"Number of days" is defined as the number of calendar days in the relevant financial year/period.

In FY2012, our average trade payables turnover days had increased to 143 days from 114 days in FY2011 largely due to the commencement of the manufacturing of a new product, our Chocolate PTA, which resulted in increased vendor supplies and support from our key suppliers for a more flexible payment period.

We have been dealing with our current suppliers for the Period Under Review and we continue to have an on-going relationships with them.

STAFF TRAINING AND DEVELOPMENT

We maintain written job descriptions that define the roles of each employee within our Group. We conduct orientation training to educate our new employees on their job duties, our Group's quality control policy, quality control objective and how they contribute to the achievement of our Group's quality control objectives. We also maintain training and personnel files for each employee which contain records of the education, training, skills and experience that is applicable to the respective employee. During the Period Under Review, our expenses incurred in relation to staff training were not significant.

GOVERNMENT REGULATIONS

Save as disclosed in the sections entitled "Risk Factors" and "Government Regulations" as set out in Appendix F of this Offer Document, we are not subjected to any government regulations in the countries where we operate other than those generally applicable to companies and businesses in such countries, which will have a material effect on our business operations. For details on such applicable laws and regulations, please refer to the section entitled "Government Regulations" as set out in Appendix F of this Offer Document.

Our Directors confirm that as at the Latest Practicable Date, we have obtained all the necessary business licences permits and approvals for our day-to-day operations in Singapore and Pleasanton, California, and have complied with all relevant laws and regulations that would materially affect our business operations. Apart from the business licences that are of general application, as at the date of this Offer Document, we have obtained the following specific licence for our business:

Entity	Country	Type of License	Validity Period	License Number	Issuing Authority
TriReme SG	Singapore	Medical Device Dealer's License(1)	Until 31 January 2015	ES0002699	HSA

Note:

(1) Dealer Type: Manufacturer; Device Type: Class B, Class C, Class D

MAJOR CUSTOMERS

The table below sets forth our customers which accounted for 5.0% or more of our revenue for the Period Under Review:

	As a percentage of revenue (%)			
Major customers	**FY2010**	**FY2011**	**FY2012**	**9M2013**
Angiopro GmbH	–	8.4	3.6	–
Arter Medical Saglik Hizm	–	0.1	7.4	2.4
EPS Vascular EUR	25.3	1.1	6.0	0.9
Hospital in North East of USA	–	–	6.2	3.9
IDEV Technologies Inc.(1)	37.3	84.8	5.2	–
Hospital in Mid West of USA	–	0.1	9.2	3.4
Hospital in South of USA	–	–	3.1	5.9
Krauth Surgical AR	18.5	1.3	0.1	–
AB Medica SPA	6.4	1.8	–	–

Note:

(1) In June 2010, TriReme US entered into an exclusive distribution agreement with IDEV Technologies, Inc. to distribute our GliderXtreme PTA in the United States and Germany. This agreement was terminated by the parties in 2012.

Sales to our distributors in Europe accounted for the majority of our revenue in FY2010. This is because we had obtained CE marking for sales of our products in the European Union while we had only obtained FDA 510(k) clearance for sales of our GliderXtreme PTA in the United States then.

In FY2011, in addition to the FDA 510(k) clearance that we had obtained in FY2010 for our GliderXtreme PTA, we also obtained FDA 510(k) clearance for sales of our GliderfleX PTA in the United States. This, coupled with the significantly larger market size in the United States, resulted in more product sales being generated in the United States, as compared to FY2010.

In FY2012, we terminated our distribution arrangement with our major distributor in the United States, IDEV Technologies Inc., and began building a team of sales representatives who sell our products directly to the hospitals in the United States. As a result, our customer base expanded to include hospitals and no one customer contributed to a majority of our revenue in FY2012 and 9M2013

We have entered into three (3) exclusive distribution agreements with Cordis, Weigao and Century Medical respectively. In addition, we have also entered into several distribution agreements with various companies in Europe which are not significant to our operations. We will review and may terminate such agreements from time to time in compliance with the terms of these agreements. Save as disclosed above, we did not enter into exclusive agreements with our major customers during the Period Under Review. Please refer to the section entitled "General Information on our Group – Supplier and Distributor Agreements" of this Offer Document for more details on such agreements. Save as disclosed above and in the section entitled "General Information on our Group – Supplier and Distributor Agreements", our Directors are of the opinion that our Group does not depend on a single customer.

To the best of their knowledge, our Directors are not aware of any information or arrangement which would lead to a cessation or termination of our present relationships with our major customers.

Save as disclosed above, there is no other customer whose revenue contribution to us accounted for more than 5.0% of our revenue in the Period Under Review.

As at the date of this Offer Document, none of our Directors, Substantial Shareholders or their respective Associates has any interest, direct or indirect, in any of the above major customers.

MAJOR SUPPLIERS AND SUB-CONTRACTORS

The table below sets forth the suppliers which comprises more than 5.0% of our total purchases of products and services for the Period Under Review:

Major Suppliers/Sub-contractors	Products or services supplied	As a percentage of total purchases (%)			
		FY2010	FY2011	FY2012	9M2013
ABT Medical	Nylon based angioplasty balloons	5.9	17.4	12.3	1.0
CMD Inc	Braided shafts	3.3	19.4	2.5	3.1
Creganna-Tactx Medical, Inc.	Hypotubes, braided shafts, hubs, strain relief, extrusion components, nylon based angioplasty balloons, angioplasty catheter subassemblies	33.4	27.4	10.6	1.4
SurModics, Inc.	Coating services and license technology	4.8	5.4	4.6	3.7
Meko	Constraining structures	13.1	13.7	49.5	64.2

Major Suppliers/Sub-contractors	Products or services supplied	As a percentage of total purchases (%)			
		FY2010	FY2011	FY2012	9M2013
Memry Corp	Hypotubes	13.0	–	–	–
Admedes Inc	Constraining structures	–	0.2	1.0	5.6

We did not enter into long term or exclusive contracts with any of our major suppliers during the Period Under Review. Our Directors are of the opinion that our Group does not depend on a single supplier as we are able to obtain each component required for our products from more than one (1) supplier.

To the best of their knowledge, our Directors are not aware of any information or arrangement which would lead to a cessation or termination of our present relationship with any of the above major suppliers.

As at the Latest Practicable Date, save for personal investments (whether directly or through nominees) in quoted securities that do not exceed 1% of the share capital of such major suppliers, none of our Directors, Substantial Shareholders or their respective Associates has any interest, direct or indirect, in any of the above major suppliers.

COMPETITORS

The medical device industry is highly competitive, with many large incumbent medical device companies owning market share. It is subjected to rapid changes and is significantly affected by new product introductions and other activities of industry participants. Our Chocolate PTA was recently commercially launched and our share of the PAD treatment market to-date is not materially significant.

Our products compete with a variety of other products or devices for the treatment of complex vascular diseases, including angioplasty catheters and atherectomy catheters, as well as products used in vascular surgery. Our Directors believe that our products compete against the stent and balloon angioplasty products manufactured by substantial global public companies such as Medtronic, Inc., Abbott Laboratories, Boston Scientific Corporation, manufacturers of atherectomy catheters such as Covidien Ltd. and Boston Scientific Corporation, as well as other entrants to the market due to the increasing demand for treatment of vascular diseases. Our products also compete against drugs manufactured by pharmaceutical companies for the treatment of mild to moderate PAD and products used by surgeons in peripheral bypass procedures. We are not aware of any competing catheter systems either currently on the market that treat PAD with balloons with similar mechanisms of action designed to minimise vessel trauma. Please refer to the section entitled “Industry Overview – Competitive Landscape” of this Offer Document for more details on the competition.

While the global public companies have significantly greater technical, regulatory, financial, manufacturing and human resources than our Group, we believe that our Group operates in a niche industry which appears to have relatively high barriers of entry due to the stringent requirements, highly specialised processes involved, and other reasons set forth in the section entitled “Industry Overview – Barriers to Entry” of this Offer Document, thereby substantially limiting competition.

We believe that our products compete primarily on the basis of their quality, clinical outcomes, ease of use, reliability, physician familiarity and cost-effectiveness. Generally, our products are sold at higher prices than those of our competitors. In the current environment of managed care, which is characterized by economically motivated buyers, consolidation among health care providers, increased competition and declining reimbursement rates, we are increasingly required to compete on the basis of price. Please see the section entitled "General Information on Our Group – Competitive Strengths" of this Offer Document for further details on our competitive strengths that set us apart from our existing and potential competitors.

To the best of our Directors' knowledge, save as provided in the section entitled "Industry Overview" of this Offer Document, our Directors are not aware of any published statistics that can provide an accurate measure of our market share.

To the best of our Directors' knowledge, save for personal investments (whether directly or through nominees) in quoted securities that do not exceed 1.0% of the share capital of such competitors, none of our Directors, Substantial Shareholders or their Associates has any interest, direct or indirect, in any of our competitors listed above.

COMPETITIVE STRENGTHS

Although we operate in a highly competitive environment, we believe that our competitive strengths will distinguish us from our competitors for the following reasons:

We have generated positive clinical data and we believe that our products offer compelling solutions for the treatment of complex vascular diseases

While the cardiology and peripheral intervention markets are generally competitive, our Directors believe that there are no ideal solutions currently for opening blockages in the lower extremities, mainly the legs. Our Chocolate PTA reduces the strain and trauma induced on the vessel walls during inflation through the use of modules. In turn, this reduces the risk of complications as compared with conventional balloons and stents. Additionally, unlike stents, our Chocolate PTA is not a permanent implant and therefore avoids some of the long term complications associated with stents. During a human trial study of the Chocolate PTA on 22 patients in Germany and New Zealand for one (1) year, the Chocolate PTA achieved a 0% failure rate and subsequent follow-ups on these patients showed no complications. Additionally, data[(1)] from the first 350 patients of a separate human trial study of the Chocolate PTA in the United States showed that the use of Chocolate PTA was associated with high rates of treatment success and limb preservation and very low rates of dissections and bail-out stenting for patients with PAD. The study included a broad range of patients with advanced disease in their legs. As such, we believe that our Chocolate PTA provides a safe and effective solution for patients suffering from blockages in the legs. Our Directors also believe that our Chocolate PTA is the first of its kind produced in Singapore to be approved by the FDA and HSA.

We have also obtained regulatory approvals in multiple geographies such as United States, European Union, PRC, Japan and Singapore for the sale for our products. We also offer a range of sizes for our GliderXtreme PTA, GliderfleX PTA and Chocolate PTA products.

Note:

(1) The tables below show the procedural success and clinical outcomes:

Procedural Success

	ATK patients	BTK patients
Treatment was conducted without major dissection	98%	99%
Achieved less than 30% diameter stenosis	90%	94%
Bail-out stenting was not required	94%	97%

Clinical Outcomes
BTK patients (3 month) and ATK patients (6 month)

	ATK patients	BTK patients
No major adverse events following procedure	89%	90%
Re-intervention of the limb was not required	89%	93%
Limb preservation	96%	97%

We are strategically located in Singapore, a hub of Asia and have access to the markets in the PRC and Japan through distribution agreements

We have developed Singapore as a hub for our assembly and operations in Asia and we believe that the business-friendly environment in Singapore will allow us to further use Singapore as the Asian hub for our Asian focused marketing activities. We also believe that the success of our Listing will enhance our visibility in Asia.

In addition, in late 2010, we entered into the CMI Distribution Agreement with Century Medical in Japan. Century Medical received Shonin approval to market the Glider PTCA in March 2013 for treating the stenotic portion of coronary arteries or bypass grafts to improve myocardial perfusion. In 2013, we entered into the Weigao Distribution Agreement with Weigao in the PRC. Our Directors believe that the demand for innovative devices for complex vascular diseases in Asia will grow due to the economic growth in Asia and greater access to healthcare. In February 2014, we entered into the Cordis Distribution Agreement with Cordis.

We have established and reputable shareholders

Our shareholders include established healthcare and private equity funds, as well as companies providing engineering and manufacturing services to the medical device industry. For example, Three Arch Partners is a healthcare fund based in California, USA, which has internally incubated more than a dozen start-up healthcare companies which were acquired by companies such as Abbott Laboratories, Johnson & Johnson and Medtronic, Inc. Luminor Pacific Fund 1 is a private equity fund based in Singapore approved under the Singapore government's global investor programme, and is one of the few healthcare-focused funds in Singapore. BMSIF is a wholly-owned subsidiary of EDB Investments, a strategic investment fund owned by the EDB, which invests in global healthcare opportunities. Our CEO, Dr Eitan Konstantino, together with Three Arch Partners and Luminor Capital, are also part of the Singapore MedTech Accelerator partnership under the Singapore government's research, innovation and enterprise 2015 plan. Singapore MedTech Accelerator is a biomedical science accelerator appointed by Spring SEEDS Capital, a wholly-owned subsidiary of SPRING Singapore, dedicated to the creation and development of medical devices companies with a key focus on Singapore-based opportunities.

We have an experienced Board and management team

Our management team is led by our CEO, Dr Eitan Konstantino, who has more than 15 years of experience in the medical technology industry. The majority of our management team has worked together for many years.

Our board of Directors include several industry leaders with experience in high growth companies such as Biosensors International Group, Ltd., Access Closure Inc., and General Surgical Innovations. Each of our board members has significant experience in their respective fields of expertise. Our CFO, Randal Farwell was previously a partner at KPMG. Our CEO, Dr Eitan Konstantino, has more than 15 years of experience in the medical technology industry. He was previously the chief executive officer and chief operating officer of Advanced Stent Technologies, Inc., where he was responsible for redesigning their stent product line. Dr Eitan Konstantino also later co-founded AngioScore, an angioplasty company. Dr Eitan Konstantino currently serves as co-chairman of the American Society for Testing and Materials F04.30.06 Cardiovascular Standards Task Group.

We place high emphasis on our product quality, research and development, and assembly processes

Our innovative proprietary research and design platform is leveraged by our expertise in the coronary and peripheral interventional markets. We collaborate closely with physician experts to identify large unmet clinical needs. Once these needs are identified, our engineers then focus on developing unique and innovative product designs aimed at addressing these unmet clinical needs.

Since our inception, we have focused on developing and commercialising complex coronary and peripheral intervention products, in particular, balloon catheters, including the Chocolate PTA, Glider PTCA, GliderfleX PTA and GliderXtreme PTA. Our products have demonstrated positive results to patients in several clinical trials. We have successfully completed the First in Man studies on the Chocolate PTA. We have also undertaken several post-market studies, including a post-market study on the Glider PTA in Europe, as well as a post-market study on the Chocolate PTA in the United States. In February 2014, interim results released from our post-market study on our Chocolate PTA in the United States demonstrate that the use of our Chocolate PTA achieved high rates of treatment success and limb preservations in patients with PAD. Marketing surveys were also conducted during the initial commercial use of the GliderXtreme PTA and the Chocolate PTA in the United States. In addition, we believe that our developing of our DCC will benefit patients greatly by reducing the need for permanent stent implants.

In addition to developing and inventing products, we also have in-house capability to assemble our end products and have put in place internal checks to ensure quality control. In addition, we have access to reliable third party suppliers of components of our products and also assemblers. We extend our stringent internal checks to such third party suppliers and assemblers to ensure quality control. Due to our ability to downstream and control the assembling process, we are not only able to ensure quality control but also to customise value-added solutions and further product innovation as and when required by clients.

We build strong relationships with our customers

We have strong relations with our customers which provide us with good visibility on sales. The key to our success is the support we provide across customer organisations including their sales, marketing, research and development and business development departments, as well as their senior management, to help our customers expand their businesses. Once our products are approved by regulatory authorities, we position their unique characteristics and performance so that their clinical performance is recognised by physicians. We make sure to offer products that have both clinical benefits to patients and support hospitals in their efforts to manage the overall costs of care. This approach allows us to effectively sell to all decision makers, physicians and hospital administrators and has led to high customer loyalty and retention and a growing customer base.

Our distributorship agreement with Cordis will help increase our reach and network of customers

In February 2014, we signed the Cordis Distribution Agreement with Cordis for the distribution of our (i) peripheral products (excluding our DCC) in the United States, (ii) peripheral and coronary products worldwide outside the United States, with the exception of Japan and the PRC, and (iii) coronary products, our DCC and our drug-coated Chocolate PTCA in the PRC, on an exclusive basis. As at the Latest Practicable Date, Cordis is only distributing our Chocolate PTA in the United States. This arrangement will help to validate and rapidly advance the commercialisation of our peripheral and coronary products by opening access to new geographical markets and customers that we do not currently reach.

Our Group has an established reputation

Since the commencement of our Group's business, we have established our reputation in the industry.

Globally, we have entered into distribution agreements with recognised distributors such as Century Medical, Weigao and Cordis to distribute our products. In the United States, we are presently selling to more than 150 hospitals. Additionally, we have had a steady growth in the number of our customers since the launch of our Chocolate PTA.

Further, in October 2012, our subsidiary, TriReme US was recognised by the City of Pleasanton for its ongoing contributions to the strength of the economy locally and positive impacts to the quality of life globally. We also received a certificate of special congressional recognition from United States Congressman Jerry McNerney in honour of being recognised by the Pleasanton Chamber of Commerce. Further, we also received commendation from the Alameda County Board of Supervisors for our ongoing contributions to the strength of the local community and positive global impacts to the quality of life for all who rely on our innovations.

The information and analyses given in this section entitled "Industry Overview" of this Offer Document are extracted from the Industry Report by Redwood Valuation Partners dated 14 February 2014. All citations in this section entitled "Industry Overview" of this Offer Document have been extracted from the Industry Report. The Industry Report has been prepared by Redwood Valuation Partners for the purpose of incorporation of information in this Offer Document.

While our Directors have taken reasonable action to ensure that the statements from the Industry Report have been reproduced in their proper form and context, and that such statements have been extracted accurately from the Industry Report, none of the Manager and Sponsor, Joint Placement Agents or our Company or their respective officers, agents, employees and advisers have conducted an independent review of the contents or independently verified the accuracy thereof. Capitalised terms which are used in this section shall have the meanings solely ascribed to them in this section.

INTRODUCTION

Peripheral vascular disease ("**PV disease**") refers to diseases of the blood vessels outside the heart and brain, and commonly occurs in the legs, arms, stomach and kidneys. Peripheral Artery Disease ("**PAD**") is a type of PV disease caused by the build-up of plaque in the arteries. The treatments available to PAD are similar, if not identical, to other types of PV diseases and often a successful treatment in one type of PV disease will lead to trials of that treatment method in other types of PV diseases.

The market size for peripheral vascular devices ("**PV devices**") is estimated to reach US$7.8 billion by 2018, having grown at a compound annual growth rate ("**CAGR**") of 7.1% from US$4.8 billion in 2011. In the US, the PV devices market is estimated to be worth US$2.6 billion, with the expectation of a 5% CAGR through 2017. In Europe, the PV devices market is currently worth US$1.2 billion and is expected to grow at a similar 5% CAGR through 2017. The PV devices market in Japan is expected to grow more slowly at 1% CAGR from US$0.5 billion in 2012. China is expected to be one of the fastest growing markets (in 2011 the Chinese PV market was valued at over US$287 million) due to the rise in the ageing population and the ongoing investment in healthcare.

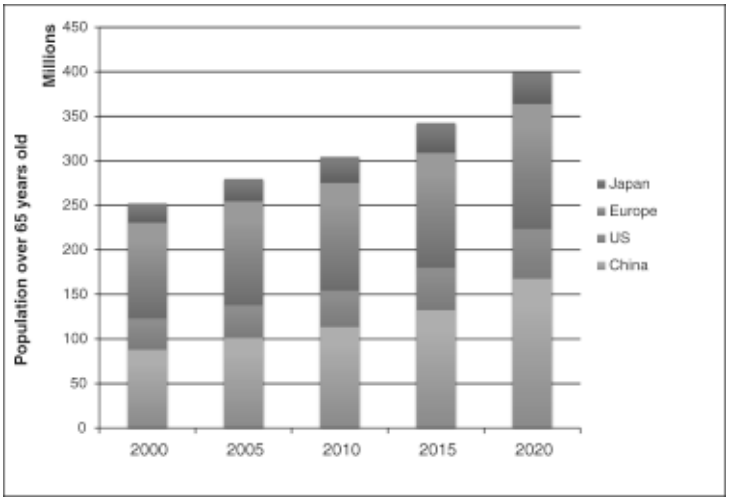


Figure 1: Growth of over 65 year old population in select countries – *United Nations Department of Economic and Social Affairs*

PAD is estimated to affect 202 million people[1] worldwide. This disease reduces blood flow to the lower extremities and in severe cases a complete loss of blood flow to the limb, leading to amputation of the limb. This disease is most prevalent in the over 65 year old population, and with the increasing life expectancy in developed countries, the number of cases of PAD is expected to increase. Due to the nature of the disease, it is estimated that at least 50% of the people suffering from PAD are currently undiagnosed. With the expansion of healthcare services in many countries and the recovery of the economic environment, it is expected that more people will be diagnosed and treated for PAD. Many cases of PAD are treated using minimally invasive procedures, such as Percutaneous Transluminal Angioplasty ("**PTA**") balloon catheters. These devices have gone through many improvements over the last few decades, improving their efficacy and reducing their costs. New and novel devices are still coming to market, for example the IN.PACT drug coated balloon from Medtronic, Inc. ("**Medtronic**") and the Lutonix Inc ("**Lutonix**") drug coated balloon from C.R. Bard, Inc. ("**CR Bard**"). Both the IN.PACT drug coated balloon from Medtronic and the Lutonix drug coated balloon from CR Bard are available for sale in Europe and are completing trials in the US with market launch in US expected to be in the 2015 to 2016 timeframe. These new devices are expected to still be able to command a high average selling price ("**ASP**") through their increased efficacy and ease-of-use.

The rapid increase in the size of the ageing population, along with increasing awareness of the disease are the main drivers behind the increase in number of procedures (see Figure 1). With the recent economic downtown, many governments across the world are looking to reduce healthcare costs. As the majority of the healthcare systems are government funded there is an increased pressure on hospitals to drive down the ASPs of existing devices or reduce the number of devices used. However, new devices with better efficacy are maintaining their ASPs overall due to their ability to deliver better clinical results and reduce complications, leading to better patient outcomes.

The market leaders in the treatment of PAD include large medical companies such as Boston Scientific Corporation ("**Boston Scientific**"), Johnson & Johnson, Covidien Ltd. ("**Covidien**"), CR Bard, and Abbott Laboratories. Often, they have carved out a niche in a particular part of the peripheral vascular market ("**PV market**"). However, as instances and awareness of PAD increase, more and more companies are looking to gain entry into the market, leading to ever shifting market shares, ongoing price pressure and the development of new devices as the companies strive to differentiate their offerings. These large incumbents often grow by acquiring smaller companies in the market for their new and upcoming devices, for example CR Bard acquired Lutonix in 2011 for its drug-coated balloons ("**DCB**") device and Covidien acquired CV Ingenuity Corp. for its DCB in 2012. These acquired devices are often still completing clinical trials at the point of acquisition. This is especially true of the new drug-eluting balloons ("**DEB**") and DCB devices, the majority of which have CE Marks and are going through clinical trials in the US with expected launch dates in the 2014 to 2016 timeframe.

The medical device market is regulated by various governmental organisations throughout the world and their reach and oversight have increased over the years to cover not only the initial approval process but also the design, manufacture and ongoing use of the devices. Each locale has its own type of approval process, and companies desiring to compete globally find themselves having to apply for approval and reimbursement in each country separately. The CE Mark in Europe is considered the quickest approval to receive, mostly as the approval requires simple documentation of safety and consistency in the manufacturing process and does not cover the

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(1) *(2013, Oct 19). Comparison of global estimates of prevalence and risk factors for peripheral artery disease in 2000 and 2010: a systematic review and analysis. Retrieved from The Lancet:* http://www.thelancet.com/journals/lancet/article/PIIS0140-6736(13)61249-0/fulltext

efficacy of the device. In contrast, the approval from the United States Food and Drug Administration ("**FDA**") is considered the most arduous to obtain due to the efficacy clinical trials that must be completed.

BACKGROUND OF PAD

About PAD

PAD is the most common form of PV disease, and is a circulatory disease where narrowed arteries reduce blood flow to lower limbs. PAD is similar to coronary artery disease, in that the narrowed arteries come about from the build-up of plaque, which is made up of fat, cholesterol, calcium, fibrous tissue, and other substances in the blood. PAD can affect the arteries that carry blood from the heart to the head, arms, kidneys, and stomach, but it is most commonly found in the lower extremities. The plaque blockage in the lower limbs can cause pain, changes in skin color, sores or ulcers and difficulty and pain while walking. In extreme cases, total loss of circulation occurs, resulting in gangrene and loss of limb. Further co-morbidities also exist where, according to the American Heart Association, people with PAD also have four (4) to five (5) times more risk of heart attack or stroke[(1)].

PAD is easily diagnosed through a simple test measuring the Ankle-Brachial Index ("**ABI**") which compares the systolic blood pressure measured around the ankle against the brachial artery (major blood vessel located in the upper arm). This simple test is extremely accurate, but as PAD often shows no presenting symptoms, it often goes unnoticed, and therefore undiagnosed. Smoking is a high risk factor for PAD. According to the American Heart Association, those who smoke have four (4) times the risk of developing PAD[(2)]. Additional complicating factors include obesity, diabetes, high cholesterol levels, and high blood pressure. If PAD is diagnosed early, it may be treated, or the PAD managed, through lifestyle changes and anti-claudication medications. However, as delays in diagnoses occur, and as PAD increases in severity, minimally invasive procedures are the most common solution, which can include angioplasty or bypass surgery that reroutes the blood flow from the clotted artery. In extreme cases where there is severe lack of blow flow to the limb, almost 25% of those patients require amputation within twelve (12) months[(3)].

Minimally invasive techniques for treating PAD include peripheral vascular stenting, atherectomy, and balloon angioplasty. For the purposes of this report we are most interested in PTA through the use of balloon catheters for peripheral arteries. This treatment technique is where a small incision is made in the patient's thigh and a small catheter is inserted on a steerable "guide wire" to reach the narrowed section of the artery. The balloon is pushed across the narrowed part of the artery and inflated temporarily to open up the narrowing, by pushing outward on the plaque and on the wall of the vessel blood flow is restored in that part of the artery. After inflation, the balloon is deflated and removed so no part of the balloon catheter is left behind in the artery. In some cases, a stent may be inserted at the time of ballooning to ensure the vessel remains open.

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(1) (n.d.). *American Heart Association.* Retrieved from About Peripheral Artery Disease: http://www.heart.org/HEARTORG/Conditions/More/PeripheralArteryDisease/About-Peripheral-Artery-Disease-PAD_UCM_301301_Article.jsp

(2) (n.d.). *American Heart Association.* Retrieved from About Peripheral Artery Disease: http://www.heart.org/HEARTORG/Conditions/More/PeripheralArteryDisease/About-Peripheral-Artery-Disease-PAD_UCM_301301_Article.jsp

(3) (2007, Apr 03). *Epidemiology, classification and modifiable risk factors of peripheral arterial disease.* Retrieved from NCBI: http://www.ncbi.nlm.nih.gov/pmc/articles/PMC1994028/#!po=10.0000

Treatment Brief History and Device Technological Advancements

As with many medical conditions, the original treatment methods for PV diseases tended to be surgical, requiring open access to the affected artery. While often effective, open surgery is highly invasive, sometimes with painful and lengthy recovery times. Some patients have such severe disease in the arteries below their knee that a surgeon may choose to amputate a part of the foot or leg instead of open surgery. It has been found that the mortality rates following below-the-knee amputations within one (1) year is above 30%[(1)]. Historically, the mortality rate further increases with long-term survival rates approaching 50%[(2)], often due to depression or the onset of other diseases such as coronary artery disease.

In order to improve patient outcomes and comfort, and minimise costs, some physicians pioneered the use of minimally invasive endovascular techniques (such as those listed in Table 1) to treat PV disease. As these endovascular methods access the site remotely through a catheter, they have the potential benefit of shorter healing times and better outcomes. However, poor ease-of-use, device performance and a lengthy regulatory process limited early minimally invasive treatments. More recently, these techniques and devices have been improved and long-term clinical data that show clinical benefits are becoming available. As a result of these improvements and driven by a strong patient preference, the number of endovascular procedures has experienced a dramatic increase in recent years.

Table 1: Endovascular treatment methods/devices for PV Diseases

- Percutaneous transluminal balloon angioplasty ("**PTA**" or "**POBA**")
- "Speciality" balloons
- Ultrasound angioplasty devices
- Laser angioplasty devices
- Thrombolysis
- Thrombectory devices
- Atherectomy device
- Rotational Atherectomy device
- Bare Metal Stents
- Stent Grafts
- Drug-eluting Stents
- Radiation
- Embolisation devices
- Gene transfer therapy

Angioplasty is a procedure that restores blood flow to the artery by using a balloon attached to the tip of a catheter. The catheter is inserted into the artery through a small puncture and guided to location of the blockage. The balloon is then inflated (which then pushes the plaque to the wall of the artery) and then deflated and removed, thus increasing the diameter of the interior of the artery

(1) (2004, Apr). *Reamputation, mortality, and health care costs among persons with dysvascular lower-limb amputations.* Retrieved from US National Library of Medicine: http://www.ncbi.nlm.nih.gov/pubmed?term=15759232

(2) (2004, Sep). *Survival after lower-extremity amputation.* Retrieved from US National Library of Medicine: http://www.ncbi.nlm.nih.gov/pubmed?term=15325609

and restoring the blood flow. Drs. Dotter and Judkins described the first angioplasties performed in the femoral-popliteal arteries in 1964 with a coaxial catheter and Dr. Andreas Gruntzig first introduced the flexible balloon catheter in 1977 for coronary arteries. These first balloons were made of polyvinyl chloride and were very compliant which reduced their efficacy. Since then, less compliant material like polyethylene has been used in order to maintain a fixed opening in the artery. This procedure is often called "Plain Old Balloon Angioplasty", or "**POBA**". Advances in technology since then have included improvements in the profile and flexibility of the balloons, along with their ability to withstand high inflation pressures.

In addition to conventional PTA balloons (or POBA), some "speciality" balloons have been introduced to facilitate treatment of specific small patient subsets. These "speciality" balloons may incorporate blades or wires on the outside of the balloon in order to "cut" or "score" fibrotic or calcific plaque, or a thermal component with the intent of reducing the number of repeat procedures.

POBA often causes acute trauma to the treated area of the vessel. This trauma is manifested in a rip or tear of the artery wall, severe elastic recoil or even abrupt closure of the artery. If this trauma occurs, a metal scaffold, called a "stent", is placed in the artery to hold it open after the procedure. This is known as "bail out" stenting. Stents, sometimes known as "bare metal stents" ("**BMS**") also protect against the body's natural healing response to re-narrowing of the artery leading to further procedures. However, some BMS patients do experience additional tissue growth inside the stent, which then still leads to the need for repeat procedures. To address this issue, stents have been coated with anti-proliferative drugs. These devices are called drug-eluting stents ("**DES**"). These drugs work by inhibiting arterial cell wall growth and thereby prevent further blockages from occurring. A downside to these DES is the small potential for the patient to develop a blood clot inside the stent. To prevent this, the patient often has to undergo costly anti-platelet therapy for many years.

This combination of device and drugs is now being studied with balloon catheters, both as drug-coated balloons and drug-eluting balloons. Drug-coated balloons are the most common, where the balloon is coated with the drug, which then comes into contact with the arterial wall, similar to DES. Drug-eluting balloons are ones in which the drugs are released via the catheter through small pores in the balloon as the balloon is inflating. Currently, both DCBs and DEBs are approved for sale in Europe and are in the process of gaining FDA approval through clinical trials. These DCB's are shown to have reduced complications compared to DES' and the ability to target more difficult patients that are not suitable for DES.

One of the main advantages of POBA and DCBs is that, unlike stenting, they do not leave any devices behind in the patient's body. This means there is no ongoing concern regarding the position and integrity of the device or the need for replacement, along with the ability for the body to naturally recover without the possibility of an adverse reaction or with the patient's compliance with post-procedural drug regimen. However, a disadvantage for the balloon method is that it can cause damage to the arterial wall and that often the PAD reoccurs as the artery is not capable of remaining open by itself. In POBA, the design of the balloon is such that they often unroll unevenly. The balloons then inflate along the path of least resistance, leading to uneven pressure along the arterial wall, which causes trauma. This trauma occurs with both POBA and DCBs. However, new designs which aim to correct this problem for the balloons are becoming available. For example, QT Vascular Ltd. (the "**Company**")'s Chocolate PTA balloon catheter ("**Chocolate PTA**") inflates along "pillows" in the device ensuring even pressure along the arterial wall. In the Company's first-in-man ("**FIM**") study, the device was shown to produce stent-like angiographic results with very low rates of amputation or the need for repeated procedures.

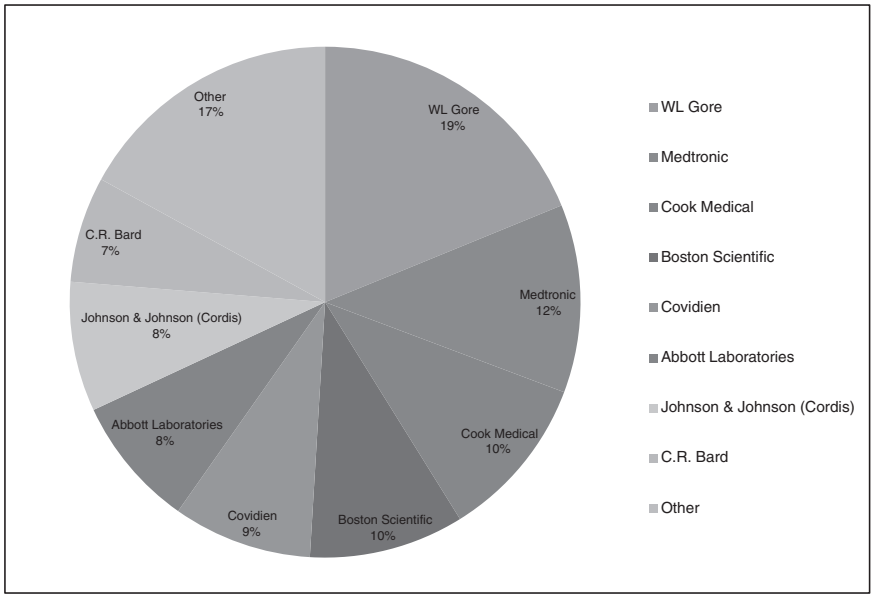
Other procedures that do not leave any devices inside the patient's body include atherectomy. This procedure uses various techniques, such as direct laser treatment, or cutting or shaving with a rotational device, to break up the plaque formed on the arterial wall. With the laser treatment, the plaque disintegrates and flows out in to the bloodstream safely. With the rotational devices, large chunks of plaque can be shaved off and often an embolic protection device is required to prevent these pieces from entering the bloodstream. Atherectomy devices come in specialised sizes depending on the size of the artery and location of the procedure and have built in protections to stop the devices from damaging the artery wall. With all of these devices, the physician will typically complete the procedure using an angioplasty balloon.

Thrombectomy devices also do not leave devices behind in the body. They are used to remove the clot from the body by drawing it into a catheter (or a similar device), but the procedure has occasionally been marred by the propensity for vessel wall damage and distal embolisation, especially for wall-contact devices. A recent study has demonstrated significant improvement in limb retention however, along with reduced reoccurrence of the disease and improved quality of life after having been treated with a new device, but studies are ongoing[(1)].

Some of the abovementioned methods are used to treat specific conditions (for example, embolisation devices and grafts) and all have differing benefits and limitations. A new potential technology is gene therapy, where the patient's own stem cells would be injected into the affected areas. This type of treatment is being used in other areas such as orthopaedics and holds the hope of being able to target patients who are not able to undergo current treatment methods. However, there are still many years to go before these treatments become available in the market.

Competitive Landscape

With the rapid rise in the number of procedures, the peripheral interventional market is highly competitive with many large incumbent medical device companies such as Johnson & Johnson, Medtronic, Abbott Laboratories and Boston Scientific.



(1) (2013, Sept 23). *Bayer's AngioJet Ultra Thrombectomy Systems Demonstrates Efficacy in Treatment of Peripheral Arterial Disease.* Retrieved from PCR Online: http://www.pcronline.com/News/Press-releases/Bayer-s-AngioJet-R-Ultra-thrombectomy-system-demonstrates-efficacy-in-treatment-of-peripheral-arterial-diseases

Figure 2: US Peripheral Vascular Device Market Share – *Redwood Valuation Partners*

Due to the intense competition in the PV market, many of the devices produce similar results, thereby leaving product pricing as the main competing factor. In response to this, the larger companies often sell their products as "bundles", for example as balloon catheters and stents are often used in the same surgery, these will be sold together for an overall discount. This ability to bundle products is not often available to smaller companies as they are more likely to have focused their design effort on one (1) product. The larger incumbents have greater technical, regulatory, financial, manufacturing and human resources than the smaller companies. However, smaller companies often design more innovative products, due to their focus on unmet clinical needs, and with positive clinical data, are still able to gain market share. This continual play of incumbents' products against new and novel devices entering the market, leads to the constant evolvement of market share and fuels an active environment for mergers and acquisitions. Once an early innovative new product has proven its clinical benefit, the larger incumbent companies become interested in acquiring the technology to add to their product portfolio, where, with a much larger sales force, they can easily scale adoption.

As demonstrated in Figure 2, W.L. Gore & Associates, Inc., Medtronic, and Cook Medical currently occupy the largest share of the US PV device market. However, the market leaders differ depending on the section of the PV device market. This is because a company may become the well-known leader for a particular device category often to the detriment of other products/devices it may have. As illustrated in Figure 3, Boston Scientific, CR Bard and Abbot Laboratories are the market leaders in the PTA balloon catheter market. Companies with smaller shares try to increase their position by either launching internally developed products, or in a large part through acquisitions of new and novel technology. Both CR Bard and Covidien have recently acquired companies with promising new devices that have obtained the CE Mark approval and are now undergoing the FDA approval process.

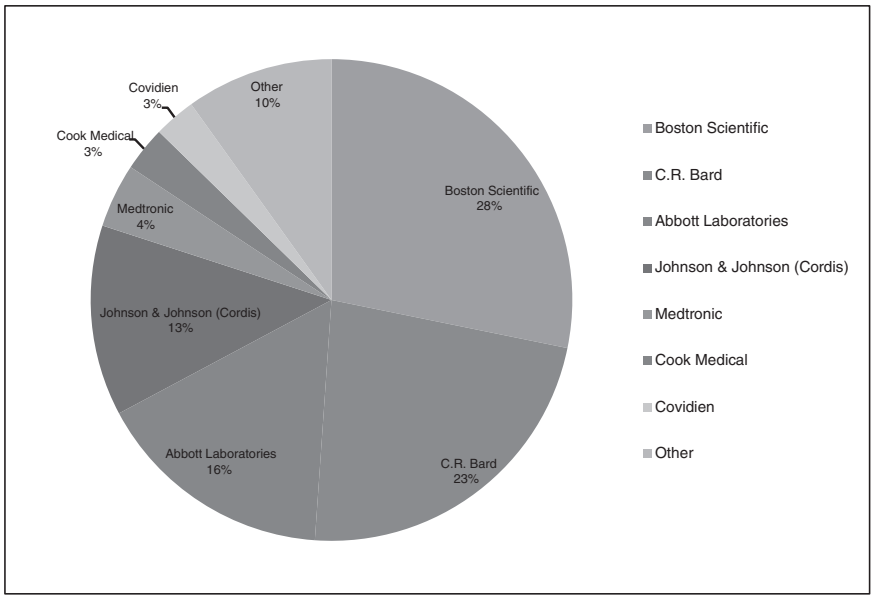


Figure 3: US PTA Balloon Catheter Market Share – *Redwood Valuation Partners*

As these large companies compete for market share, they are not only looking in their own device category but in the overall PV market. As new devices gain regulatory approval, other treatments that were used to treat PAD may be replaced with the new devices. This is expected with DCBs

and DEBs and the current stent market. As DCBs become available, the number of stents and stent procedures required will likely decline, and the number of balloon catheters used will gain market share in this device area.

The Company's balloon catheters compete in this intense market against the larger incumbents such as Boston Scientific, CR Bard, and Abbott Laboratories. All of these large competitors use the same POBA technology. This means that there is minimal differentiation between products and the success rate of these products is limited by a high incidence of dissections.

The use of stents (both BMS and DES) in the peripheral arteries has not produced the same clinical benefits as stents have produced when used in coronary arteries. In fact, many physicians try to avoid the use of a stent in the treatment of peripheral disease. As such, DCBs offer an attractive treatment alternative for patients with PV disease.

Medtronic aims to be the first to market in the US with its DCB device, IN.PACT, which was approved in Europe in 2008. Medtronic is estimating launch in the US of its product in the second half of 2015[(1)]. However, competition is fierce as CR Bard recently released an announcement that they expect to file the final module for their pre-market approval ("**PMA**") application with the FDA in the fourth quarter of 2013, as the Lutonix DCB trial met its twelve (12)-month endpoints[(2)]. CR Bard bought Lutonix in December 2011 for US$325 million[(3)]. Other companies have also made inroads into this market through large acquisitions. For example, Covidien acquired CV Ingenuity, the makers of another DCB, in January 2013 and is targeting 2017 for FDA approval and Medtronic acquired Invatec in 2010 for US$350 million plus earn-outs of up to US$150 million if certain milestones are reached[(4)].

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(1) (2012, Aug 15). *Medtronic closes FDA nod Drug Eluting Balloon.* Retrieved from http://www.fiercemedicaldevices.com/story/medtronic-closes-fda-nod-drug-eluting-balloon/2013-08-15

(2) (2013, Oct 23). *Bard plans Q4 PMA filing for Lutonix Balloon.* Retrieved from http://www.massdevice.com/news/bard-plans-q4-pma-filing-lutonix-balloon

(3) For further information on such transactions, please refer to:

(2011, Dec 21). *CR Bard picks Lutonix for $225M.* Retrieved from http://www.fiercemedicaldevices.com/story/bard-picks-lutonix-225m/2011-12-21
(2011, Dec 21). *C.R. Bard buys Lutonix's drug-coated balloon catheter for PAD for $225M.* Retrieved from http://medcitynews.com/2011/12/c-r-bard-buys-lutonixs-drug-coated-balloon-catheter-for-pad-for-225m/
(2011, Dec 20). *Bard acquires Lutonix,Inc.* Retrieved from http://www.crbard.com/prlanding.aspx?releaseID=1641538
Lutonix clinical trial program Retrieved from http://www.lutonix.com/clinical-trials/

(4) For further information on such transactions, please refer to:

(2013, Jan 11). *Covidien closes drug coated balloon buyout.* Retrieved from http://www.fiercemedicaldevices.com/story/covidien-closes-drug-coated-balloon-buyout/2013-01-11
(2012, Dec 26) *Covidien announces definitive agreement to acquire CV Ingenuity* Retrieved from http://investor.covidien.com/phoenix.zhtml?c=207592&p=irol-newsArticle&id=1769653
(2013, Jan 10) *Covidien completes acquisition of CV Ingenuity* http://investor.covidien.com/phoenix.zhtml?c=207592&p=irol-newsArticle&ID=1773433&highlight=
(2010, Feb 3). *Medtronic buys Invatec for US$350mm, plus earn-outs.* Retrieved from http://www.medicaldevicestoday.com/2010/02/medtronic-buys-invatec-for-350mm-plus-earnouts.html
(2010, Feb 4). *Medtronic strengthens peripheral pipeline with Invatec buy.* Retrieved from http://www.cxvascular.com/vn-latest-news/vascular-news---latest-news/medtronic-strengthens-peripheral-pipeline-with-invatec-buy

The current generation of DCBs may have significant limitations. A recent study found that in calcified plaque, 74% of balloon angioplasties caused dissections of the artery as the balloons inflate, which leads to bail-out stenting. This was true with either POBA or with the DCBs[1]. Covidien recently announced that in its DEFINITIVE AR study its acute 30-day data shows early success with the combined use of directional atherectomy and a drug-coated balloon (Directional Atherectomy plus Anti-restenotic Therapy ("**DAART**") in treating lower limb blockages in PAD patients. In the randomised study, early results show that physicians are achieving better acute procedural success when treating patients with DAART as compared to using a drug-coated balloon alone[2]. Medtronic announced in December 2013 that is had recalled and stopped selling its IN.PACT DEEP device that was in clinical trials for below-the-knee revascularisation. This was because the clinical trial results showed little difference between the DEB and POBA, along with an increased risk of amputations after using the device.

DCBs and DEBs are not the only emerging method of treatment and many other companies are keen to get into this market. Other institutions are exploring alternatives to balloon angioplasty for the treatment of PAD. For example, the Texas Heart Institute is recruiting patients for a new clinical trial which aims to evaluate the benefits of adult stem cells, derived from the patient's own bone marrow in the treatment of PAD. This trial is sponsored by the National Heart Lung and Blood Institute[3]. Please refer to Table 2 for details of ongoing trials in the US.

Table 2: Ongoing Clinical Trials for PAD – *ClinicalTrials.gov*

Study Name	Product	Est. Study Completion Date	Sponsor	Details
DEFINITIVE AR	Cotavance DCB	June 2014	Coviden/MEDRAD	Testing DCB use alone compared to atherectomy device and DCB.
EXCITE ISR	(Laser)	June 2014	Spectranetics	Testing laser and balloon angioplasty together and alone.
DURABILITY II	Proteger EverFlex Stent	August 2014	Covidien	Testing use of stent alone.
DESTINY 2	XIENCE PRIME	November 2014	Flanders Medical Research Program	Long-term efficacy study of coronary stent in PAD.
PACE	(ALDH Bright Cells)	May 2015	University of Texas & NHLBI	Testing use of stem cells injections to improve blood flow.
OSPREY	Misago SX	July 2015	Terumo	Testing stent.
OPEN	FlexStent SX	September 2015	Flexible Stenting Solutions	Testing use of stent for PAD.

(1) (2013). *A Critical Review of Available Technologies and Clinical Data for Calcium Ablation in BTK Intervention.* Dr T.S. Das, MD.

(2) (2013, Oct 14). *Covidien releases clinical data supporting treatment and new approach to peripheral arterial disease.* Retrieved from http://www.marketwatch.com/story/covidien-releases-clinical-data-supporting-treatment-and-new-approach-to-peripheral-arterial-disease-2013-10-14?reflink=MW_news_stmp

(3) (2013, Oct 18). *Texas Heart Institute seeks recruit PAD patients for new adult stem cell treatment.* Retrieved from http://bionews-tx.com/news/2013/10/18/texas-heart-institute-seeks-recruit-peripheral-artery-disease-patients-new-aldh-stem-cell-treatment-trial/

Study Name	Product	Est. Study Completion Date	Sponsor	Details
STANCE	Arsenal BVS	September 2015	480 Biomedical	Testing bioresorbable scaffold.
IN.PACT SFA I	IN.PACT DEB	June 2016	Medtronic	Testing DCB use in SFA and proximal popliteal artery.
LEVANT II	Moxy DCB	December 2016	Lutonix	Testing DCB use in SFA.
INPACT-DEEP	IN.PACT DEB	CLOSED	Medtronic	Testing DEB in tibial vessels. Trial stopped and product recalled.
IN.PACT SFA II	IN.PACT DEB	June 2018	Medtronic	Testing DEB use in superficial femoral artery and proximal popliteal artery.
(MultiGeneAngio)	MultiGeneAngio	December 2024	MultiGene Vascular Systems	Testing cell therapy products for PAD.

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The Company has a wide range of balloon catheters for the treatment of PAD, three (3) of which are currently approved for sale: the "Chocolate", the "GliderXtreme" and the "GliderfleX". "Chocolate" was designed for the atraumatic treatment of peripheral arteries, while "GliderXtreme" has a low profile to treat complex PAD cases, and "GliderfleX" is for the wider range of PAD cases. The Company also has a drug-coated balloon product under development based on their "Chocolate" balloon catheter. The table below provides an overview of the Company's products and how they fit into the competitive landscape.

Table 3: QT Vascular's Products and Competition – *Company*

Company Product	Competitive Products	Comments
Chocolate	• All other balloons and stents	Chocolate is classified as a balloon, but produces results that are similar to stents.
Drug-coated Chocolate ("**DCC**")	• Medtronic In.Pact Admiral DEB • CR Bard Lutonix DCB • Covidien/CV Ingenuity DCB	DCC uses the same drug, paclitaxel, which is used by competitors to inhibit tissue growth but utilizes the Chocolate balloon platform.
GliderXtreme ("**GX**")	• Abbott Fox SV • BSC Sterling SL	GX uses similar POBA technology, but has "slide-lock" feature for greater push force transmission.
GliderfleX ("**GF**")	• Boston Scientific Coyote • Abbott Armada	GF is similar to the GX except it also has a continuous braid shaft for further maneuverability.

DEMAND DRIVERS

There are three (3) main demand drivers for the PAD market: increasingly large over-65 population, more effective treatments and the increase in healthcare (coverage and amount spent).

Increase in patient population

Over the last few decades, as healthcare and nutrition has improved in developed countries, life expectancies have increased. This had led to the steady growth in the size of the over-65 year old population across US, Europe, Japan, and China. As PAD is more prevalent in the over-65 population, the largest demand driver for PAD treatments is this increase in the ageing population. Alongside this increase in the ageing population has been an increase in the number of people suffering from obesity, diabetes, high blood pressure and high cholesterol levels. These factors increase the likelihood of developing PAD, or indeed, can come about due to having PAD. These complicating factors have led to more people being diagnosed with PAD, and physicians are becoming more aware of diagnosing PAD, and educating the general population on the symptoms of PAD. In the US, September has now become "PAD Awareness Month", where doctors, hospitals and companies try to raise awareness of the disease in the general population.

More effective devices and treatments

With POBA reaching its third decade since its first use, long-term clinical data regarding the eventual outcome of procedures is now available. In the highly competitive PV device market, companies are developing new and novel devices and the clinical data coming from their regulatory approval process is adding further encouragement to physicians and patients alike that these procedures are safe and effective.

Changes in healthcare promoting number of insured and patient outcomes for reimbursements

Many countries are making the health of their population a priority in the forthcoming decades, but this comes at a cost. Despite wanting to ensure that their populations have good access to healthcare, they are also trying to limit the overall healthcare spending. This is driving the trend for more affordable healthcare. The US has recently enacted the Affordable Care Act, which now requires people to be under some health coverage, either privately through their employers, or through the new government sponsored healthcare exchange. China also has had a long-term goal to ensure its massive population has access to healthcare.

BARRIERS TO ENTRY

Gaining device approval is a costly and lengthy process

Bringing medical devices to market is a difficult process, often with the devices themselves having been in the research and design phase for a number of years before even getting to clinical trials. Once in clinical trials, the devices often suffer significant setbacks as they fail to show desired efficacy and safety traits despite their earlier promising results. Even with initial clinical trials showing positive outcomes, often companies are required by the FDA to undertake significantly larger clinical trials, that may be deemed to be too costly or arduous to run and therefore the device development is halted for that market. The level of regulatory scrutiny has increased

significantly in recent years and a study in the US published in 2010 discovered that the average time from concept to US FDA approval for lower risk devices was thirty one (31) months while for higher risk devices it was fifty four (54) months[1].

Patenting requires significant effort and does not ensure against litigation

Significant time and effort is spent in the medical device sector to patent designs and procedures to ensure adequate protection to the designer of the device. According to Thomson Reuters, there was a 15.7% increase in patent activity in the medical device technology area from 2010 to 2012, with the top ten (10) assignees in the US for diagnoses and surgery racking up 1580 patents. The patent process takes some time to complete, with recent reports citing an average of 34 months, but a recent innovation allowing some companies to apply for fast-track option is getting the patents reviewed in as little as twelve (12) months.

Gaining acceptance in the medical community involves long-term relationships

The medical device industry is one built on trust networks and existing relationships within the medical device community are a must. The physicians that companies do business with are their first line of sales and heavily influence all of phases of the adoption cycle for medical devices. It is difficult to break into this close network as an unknown. An experienced management team that understands the requirements and process involved to bring a product to market is an essential piece of any successful company. Strong and long-term relationships with customers not only allow for positive introductions of new products, but also provide the companies with good insights into the sales process and ending sales results. A key part of these relationships is supporting the customers in the medical device community across all areas of their process.

Foreign distribution agreements are complex and difficult to maintain

Many medical device companies aim to sell their products internationally. Setting up distribution agreements and sales hubs in essential markets is a complex task. From choosing distributors, to negotiating contracts, this task can be a financial burden as well as a time burden. Monitoring the ongoing relationship and sales effort by the distributor may also prove difficult. If a company or individual does not perform to expectations, the geographical locale alone may make it difficult to monitor the situation and even to obtain the information needed to make a determination of action. These problems are not necessarily mitigated if the company chooses to license the product to an international distributor.

MACROECONOMIC ENVIRONMENT

The healthcare industry is dependent upon two (2) main factors, (i) the macroeconomic environment and (ii) the population demographics. According to the International Monetary Fund's ("**IMF**") World Economic Outlook published in October 2013, global growth is expecting to pickup in 2014, having grown by 2.9% in 2013. Much of the growth is expected to be driven by advanced economies. However this is expected to be somewhat weaker than originally projected due to the reduction in economic stimulus activities. Emerging markets will continue to be weak, with continued challenges to growth and infrastructure.

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[1] (2010). *FDA IMPACT on US MEDICAL TECHNOLOGY INNOVATION.* The Advanced Medical Technology Association. Josh Makower, M.D. et al.

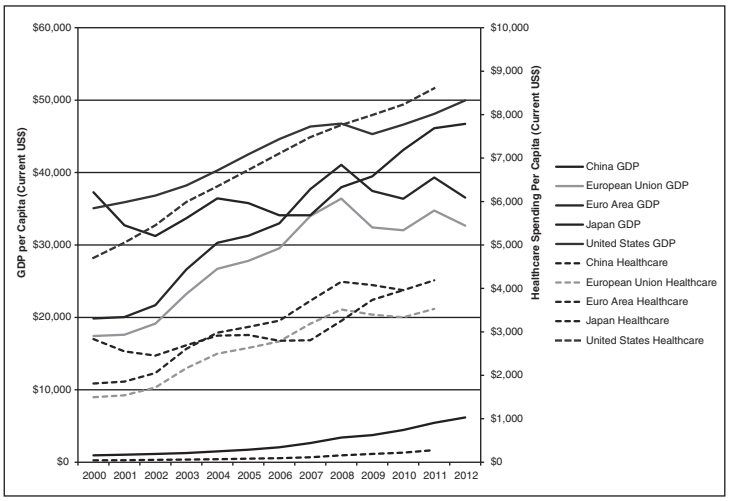

Figure 4: Gross Domestic Product ("GDP**") Per Capita vs. Healthcare Spending Per Capita (Current US$) –** *The World Bank*

These challenges in the global economy can be seen on a more local level in Figure 4, where the GDP per capita has been growing over the last decade, but decreased in 2008. The US, Japan and China are shown to have recovered in 2011, but Europe's recovery has been delayed, due to the ongoing challenges in the Euro zone with the various bailouts needed.

Whether healthcare is provided by a country's government or by private companies, the overall growth of the economy is key to maintaining healthcare spending. Figure 4 also shows that healthcare spending per capita follows the same trend as GDP per capita. In the majority of countries the elderly population has healthcare through a government system, and it is predicted that the over 65 year old population around the world is set to continue to increase over the next decade. Figure 5 shows these trends for US, Europe, Japan and China.

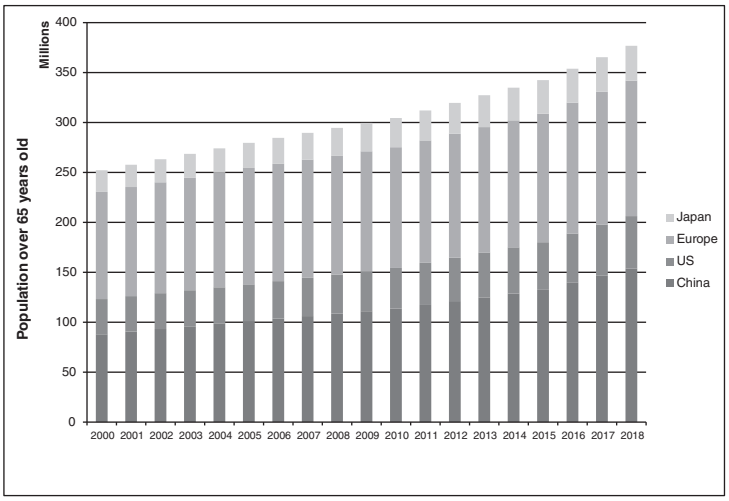

Figure 5: Over 65 Year Old Population in Selected Areas – *United Nations Department of Economic and Social Affairs*

UNITED STATES

Information received since the Federal Open Market Committee ("**Committee**") met in December 2013 indicates that economic activity has picked up in recent quarters. Some indicators of labour market conditions have shown further improvement in recent months, but the unemployment rate remains high. Until the outlook for the labour market has improved substantially in a context of price stability, the Committee will continue its purchase of the US Treasury and mortgage-backed securities and employ other policy tools as appropriate.

Real GDP (the output of goods and services produced by labour and property located in the United States) increased at an annual rate of 3.2% in the fourth quarter of 2013 (that is, from the third quarter of 2013 to the fourth quarter of 2013) according to the "advance" estimate released by the United States Bureau of Economic Analysis. In the third quarter, real GDP increased by 4.1%. The GDP estimate released is based on a less complete source data than that which will be released in the "second" estimate at the end of February 2014. The increase in real GDP in the fourth quarter reflected positive contributions from personal consumption expenditures, exports, nonresidential fixed investments, private inventory investments, and state and local government spending that were partly offset by negative contributions from federal government spending and residential fixed investment. Imports, which are a subtraction in the calculation of GDP, have also increased.

The latest long-term budget outlook from the Congressional Budget Office ("**CBO**") revealed that budget deficits would gradually rise again under the current law and CBO projects, mainly because of increasing interest costs and growing spending for Social Security and the government's major health care programs (Medicare, Medicaid, the Children's Health Insurance Program, and subsidies to be provided through health insurance exchanges). In addition, the pressures of an ageing population, rising health care costs and an expansion of federal subsidies for health insurance would cause spending for some of the largest federal programs to increase relative to GDP. By 2023, CBO projects, the budget deficit would grow to almost 3.5% of GDP under current law, and federal debt held by the public would equal 71.0% of GDP and be on an upward trajectory.

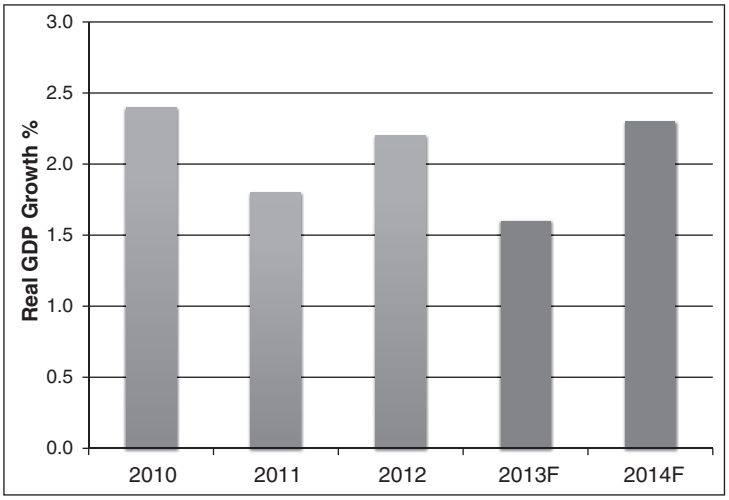

Figure 6: Real GDP Growth, US – *The World Bank and The Conference Board*

EUROPE

Following a slow expansion of economic activity in 2013, the outlook is for a moderate step-up in economic growth in 2014. There are strong signs of improvement in most countries, but in line with previous recoveries following deep financial crises, the current upturn is muted overall. This reflects the impact of ongoing austerity measures and policy action in several European countries.

The ongoing difficulties in the global economy have continued to make the economic recovery for the European Union ("**EU**") economy challenging. While the US deals with the damaging political standoffs, some key emerging markets have slowed down due to the expectation of less expansive monetary policies in the US. This, compounded by the ongoing financial fragmentation and high unemployment, has slowed the recovery in Europe. The recovery will also occur at different speeds, mimicking the fragmentation that was expected to break up the EU over a year ago.

GDP in the EU is expected to rise 1.5% for 2014 and continue to rise from there. This is coupled with inflation remaining stable at around 1.2% in EU and 1.0% in the Euro-area. These projections still mask the unequal growth expectations across the region, with Germany and Austria leading the strong growth projections, but other countries that were more severely affected by the economic crisis have a much more subdued growth estimates[(1)].

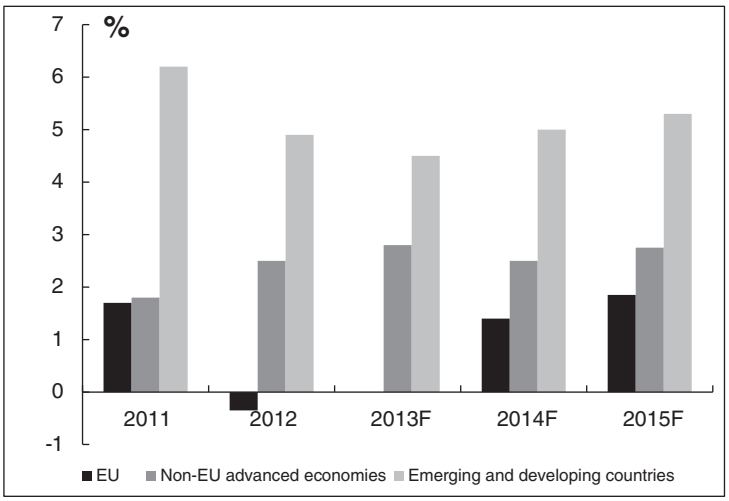

Figure 7: Real GDP growth in EU, non-EU advanced and emerging countries – *Director General of European Economic and Financial Affairs*

Across the EU, and Euro-area, the ongoing austerity and revenue measures are expected to continue to take their toll on healthcare industry with the majority of governments reigning in on healthcare expenditure. This is compounded by households and non-financial companies holding back on spending and investment as they continue to be faced with high levels of debt. Growth expectations have improved however, as indicated by increasing business and consumer confidence.

(1) (n.d.). *European Economic Forecast, Autumn 2013, released by European Commission Directorate-General for Economic and Financial Affairs.*

JAPAN

The Bank of Japan has been keeping its monetary policy steady since April 2013 when it put in place an aggressive asset purchases in order to meet its goal of doubling base money and accelerate inflation to 2.0% in two (2) years. To add to the pressure, in April 2014, an increase in the consumption tax will come into effect, and the Bank of Japan is keen to ensure that the economy is strong enough to meet this expected downturn in household spending when the tax rate increases.

The increase in sales tax is earmarked for healthcare and welfare spending, where the government is dealing with the increasingly aged population. Japan has one of the oldest populations in the world, with 23% of its population being over-65 years of age. In 2010, Japan only spent 9.5% of its GDP on health care.

The Bank of Japan Governor, Haruhiko Kuroda, announced in November 2013 that the Japanese economy was making steady progress towards the inflation and base money goals, but is ready to offer additional stimulus, should external risks threaten its success. The Japanese economy relies heavily on its exports, particularly to US and China and therefore the American and Chinese economies have a large effect on Japan.

In Japan, near-term growth has been boosted by massive monetary and fiscal stimuli, which has led to the third straight quarter in a row where the economy expanded. In its semi-annual outlook report, the Bank of Japan reported its forecast for core consumer inflation to be 1.3% in 2014 and 1.9% in 2015.

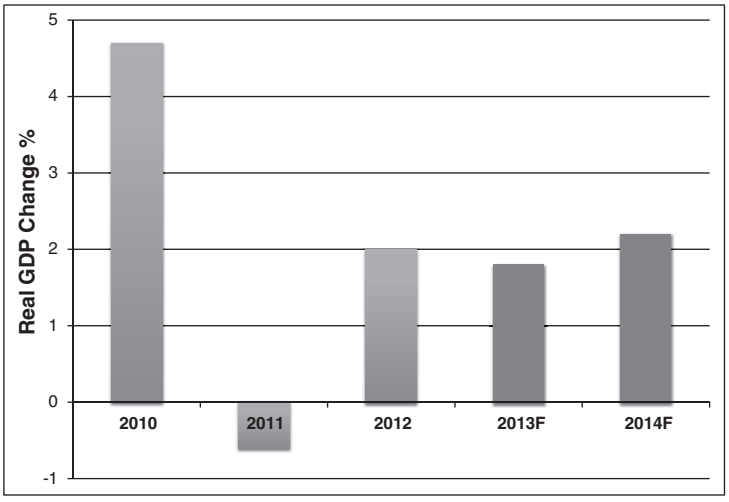

Figure 8: Real GDP Growth, Japan – *The World Bank*

CHINA

In October 2013, the deputy central bank governor Yi Gang, announced that China's economic growth would exceed 7.5% in 2013. After 12 of the last 14 quarters of slowing growth, China's economy is now starting to stabilise and return to growth. This has in part been due to government measures including lowering taxes for small firms and speeding up of infrastructure spending.

Exports make up a massive part of China's economy and the global economic downturn caused its export levels to rapidly decrease. However, with the improving global outlook, China's exports are now picking up. GDP in China was reported to have risen 7.8% from a year earlier, with the growth peaking in the third quarter of 2013. Inflation hit 3.1% in September, which was a seven-month high, causing the central bank concern about a rapid expansion in credit. It is expected that the Chinese government will make some adjustments to its monetary policy if the trend continues. China's current public spending on healthcare is well below developed countries. However, as the population increases along with the economy, the demands on the healthcare system will also increase.

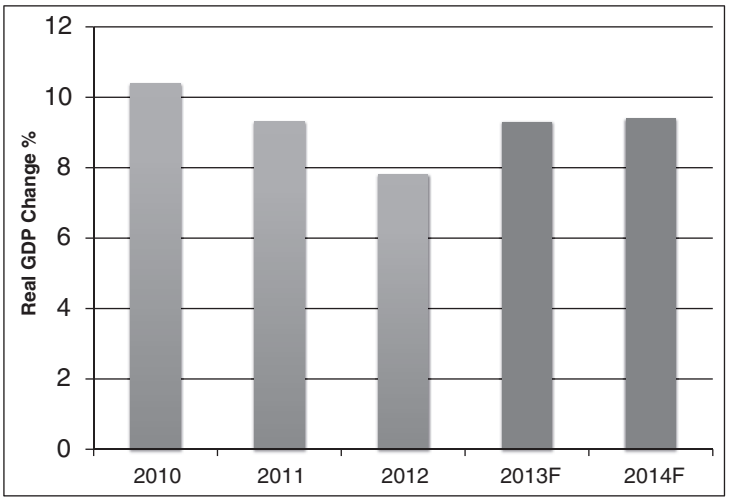

Figure 9: Real GDP Growth, China – *The World Bank*

MARKET ANALYSIS

United States

Market Snapshot

There are many factors that will contribute to solid growth in the PV device market in the US in the forthcoming years. The biggest combination of factors comes from the growth in the ageing population, and the increasing awareness and diagnoses of the disease. New awareness efforts are being undertaken, for example, September has been designated "PAD Awareness Month" for the last six (6) years. This raising of awareness along with news of new treatments have increased diagnoses, especially in the over-65 year old age group. Currently, it is estimated that of the people suffering from PAD between 50% and 90% do not contact physicians as they accept the pain as a normal part of the ageing process[(1)].

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(1) (2013, Jun 23). *Peripheral Arterial Occlusive Disease Clinical Presentation*. Retrieved from http://emedicine.medscape.com/article/460178-clinical

The American Heart Association estimates there are 8-12 million Americans suffering from PAD, affecting a massive 12.0% to 20.0% of the over-65 population. As the over-65 population increases in the forthcoming years, the number of PAD sufferers is set to increase to a total of 19 million by 2020.

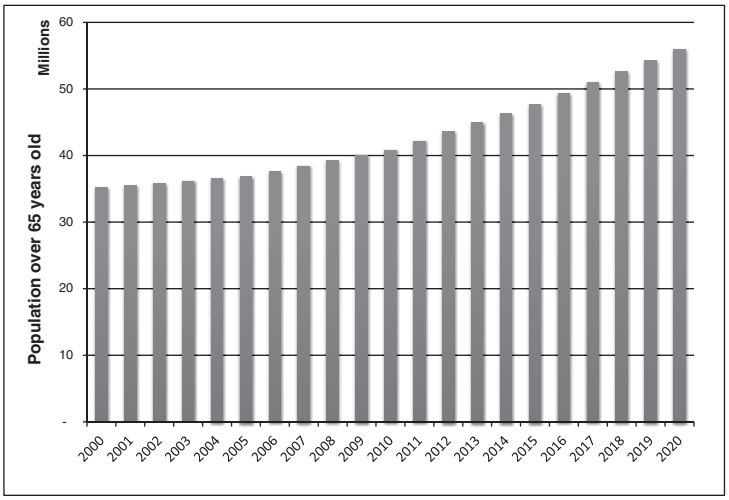

Figure 10: Growth of over 65-year old population in the US – *United Nations Department of Economic and Social Affairs*

Detailed Market Analysis

In 2012, there were 2.17 million peripheral vascular procedures ("**PV procedures**") performed. This is estimated to grow to 2.4% by 2017, a 1.8% CAGR. These procedures are performed for a wide variety of indications and include many product categories including peripheral stents, PTA balloons, atherectomy devices, embolic protection devices, crossing devices, stent grafts, and surgical grafts. New procedures that shorten procedure time, reduce complications, and overcome anatomical limitations will fuel the increase in procedural volume. The shortened procedure time is expected to reduce some surgeries to outpatient only and reduce the overall cost. Some new devices will allow for treatment of patients that were not eligible before, for example those with narrow arteries, or pre-existing conditions that would limit surgeries available to them. Recent healthcare reform encourages the conduct of comparative effective studies, which aims to identify which products provide similar or better outcomes at similar prices. The outcome of these studies will further spur uptake in new devices not only through positive results but also through overall awareness in patients and physicians.

Of the 2.2 million PV procedures performed in 2012, 899,000 were using PTA balloon catheters and as can be seen from Figure 11, 470,500 of those were in treatment of PAD.

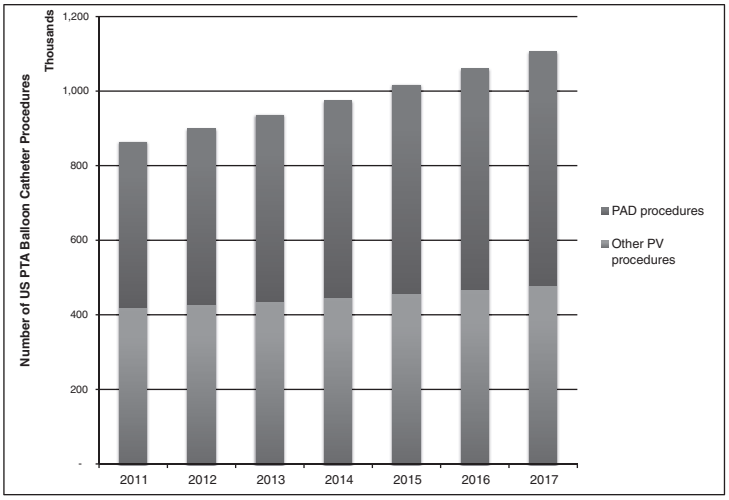

Figure 11: Growth of PTA Balloon Catheter Procedures – *Redwood Valuation Partners*

As Figure 11 also shows, the PTA balloon catheter market is expected to grow at a rate of 6.0% CAGR, compared to the PV device market of 1.8% CAGR. This additional growth is expected to come not only from the increasing patient population, but also from the devices being used in more procedures by themselves, as opposed to as part of a stent insertion procedure. Physicians are more willing to adopt PTA balloon catheter only procedures as more positive clinical data becomes available.

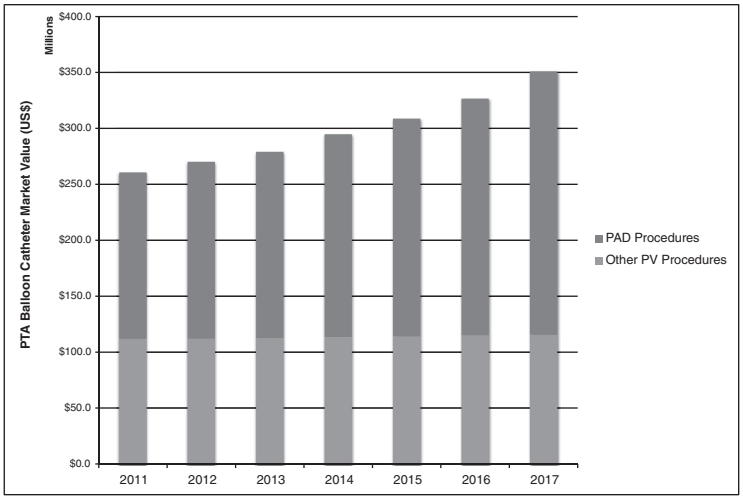

Figure 12: Market size of US PTA Balloon Catheters (US$) – *Redwood Valuation Partners*

As illustrated in Figure 12, the size of the PTA balloon catheter market was estimated to be US$270 million in the US in 2012, and is expected to grow at 5.1% CAGR to US$350 million in 2017. This CAGR is higher than the number of procedures growth as physicians often will use more than one balloon per procedure. This means that the unit sales of the balloons are greater than the number of procedures. The subset of those devices being used to treat PAD was estimated to be US$158 million in 2012 and is expected to grow to US$235 million in 2017, a CAGR of 7.9%. This further increase in CAGR takes into account the upcoming release of new devices such as DCBs and DEBs. With their increasing efficacy and ease of use, these products are expected to boost procedural volume while still commanding a higher price. The introduction of new devices such as these will help maintain average ASPs.

It is estimated that health care insurers process over 5 billion claims for payment each year in the US. Due to this large volume, a standardized set of codes for the procedures has been created. The Healthcare Common Procedure Coding System ("**HCPCS**") was set up by the Centers for Medicare & Medicaid Services ("**CMS**"), and put in place the Current Procedural Terminology ("**CPT**") codes system that identifies medical services and procedures. The American Medical Association ("**AMA**") maintains and updates this list of codes and republishes them annually. These codes are then assigned reimbursement amounts by insurers, or more critically by CMS. Please refer to Table 4 for the 2013 PTA reimbursement amounts for physicians.

Table 4: Medicare Physician Reimbursement Amounts CY2013 – *Centers for Medicare & Medicaid*

CPT Code	Description	Facility Amount	Non-Facility Amount
37220	Revascularisation, endovascular, open or percutaneous, iliac artery, unilateral, initial vessel; with transluminal angioplasty	US$424	US$3,425
37222	Revascularisation, endovascular, open or percutaneous, iliac artery, each additional ipsilateral iliac vessel; with transluminal angioplasty (List separately in addition to code for primary procedure)	US$191	US$964
37224	Revascularisation, endovascular, open or percutaneous, femoral/popliteal artery(s), unilateral; with transluminal angioplasty	US$468	US$4,125
37228	Revascularisation, endovascular, open or percutaneous, tibial/peroneal artery, unilateral, initial vessel; with transluminal angioplasty	US$572	US$5,883
37232	Revascularisation, endovascular, open or percutaneous, tibial/peroneal artery, unilateral, each additional vessel; with transluminal angioplasty (List separately in addition to code for primary procedure)	US$207	US$1,305

For outpatient treatments under Medicare, facilities use the Ambulatory Payment Classification ("**APC**"), which was set up in 2000 to be used exclusively for outpatient hospital settings, Table 5 shows the 2013 reimbursement dollar amounts for PTA.

Table 5: Medicare Hospital Outpatient Reimbursement Amounts CY2013 – *Centers for Medicare & Medicaid*

APC Code	Description	Facility Amount
083	Coronary Angioplasty, Valvuloplasty, and Level I Endovascular Revascularisation of the Lower Extremity	US$4,023

Another reimbursement code type was also set up to deal with acute inpatient stays for Medicare patients, the Medicare Severity Diagnoses Related Groups ("**MS-DRG**") codes. Please refer to Table 6 for a list of the diagnoses with their codes and dollar amounts for PV procedures in 2013. APC and MS-DRG codes reimburse the hospital whereas CPT codes reimburse the physicians. Because of this, CPT codes also have two (2) reimbursement levels, facility and non-facility. The facility amount is for surgeries performed in a hospital or similar setting, the larger non-facility fee is where the procedure is performed in a physician's practice office, and is larger to cover the overheads of the practice's office.

Table 6: Medicare Hospital Inpatient Reimbursement Amounts CY2013 – *Centers for Medicare & Medicaid*

MS-DRG Code	Description	Facility Amount
252	Other vascular procedures with major complication or comorbidity	US$17,452
253	Other vascular procedures with complication or comorbidity	US$14,285
254	Other vascular procedures without complication or comorbidity/major complication or comorbidity	US$9,590

As the largest factor influencing the market size for PAD is the growing over-65 year old population, the reimbursement amount set for Medicare is very important, but with the growing pressure on the US government to reduce spending, especially with the new Patient Protection and Affordable Health Care Act of 2010 ("**PPACA**"), reimbursement amounts are expected to decline in the forthcoming years

Europe

Market Overview

In Europe the growing elderly population is currently estimated at 125 million people, and is expected to grow to 140 million in 2020. As Figure 13 shows, this is a gradual increase of just 1.6% CAGR.

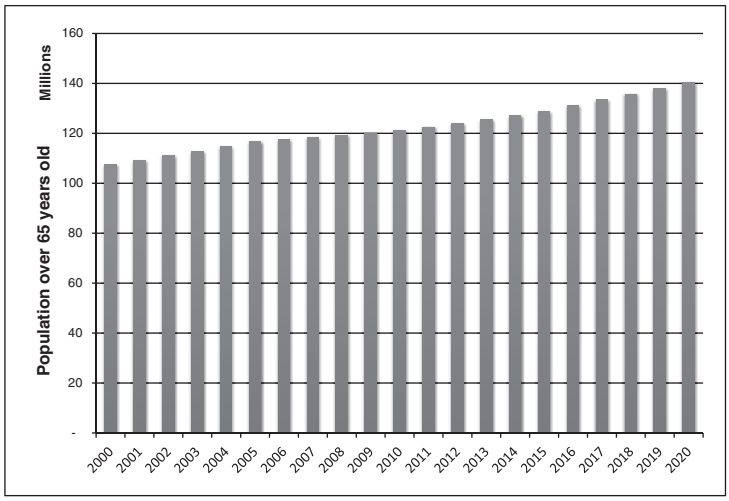

Figure 13: Growth of over-65 year old population in Europe – *United Nations Department of Economic and Social Affairs*

As the majority of countries in Europe have government paid healthcare, the ongoing adverse economic conditions in Europe and the cost-conscious health care systems will exert downward pressure on prices. A further burden is the ongoing trend on more countries using health technology assessments ("**HTA**") to evaluate the efficacy of medical devices before setting reimbursement amounts. This leads to delays in use of devices while they wait for reimbursement issues to be resolved.

The introduction of new devices, increasingly large ageing population and diagnoses of all patients leads to expectations that the PV device market in Europe will grow modestly from US$1.0 billion in 2012 to US$1.3 billion in 2017 at a CAGR of 4.9%.

Japan

Market Overview

Japan has a very large over-65 year old population at 23% of its total population. Due to the high prevalence of PAD with the over-65 year old age group, this would assume a very large market size. However the lowest prevalence of PAD globally is to be found in Japan. Differences in diet or other risk factors have not been shown to explain this completely, but it leads to Japan being a relatively small market. It is estimated that only 2% of the total population suffer from PAD.

In Japan, the Central Social Insurance Medical Council decides which drugs or devices will be covered in the public health insurance system. The Council also sets and revises the fees every two (2) years on an item-by-item basis, to ensure costs are contained and are on track to meet

the overall spending targets set by the government. Often, this leads to highly profitable categories receiving the largest reductions in fees. Therefore, new devices only have a short period of time to enjoy premium pricing before the reimbursement amounts are cut. Despite the cost-containment measures, manufacturers are still keen to launch new devices. Drug-coated balloons are highly anticipated and are expected to launch in 2016.

While the past few years have seen a many new PV devices being approved in Japan, due to the relatively small patient population, the market is expected to be slow growing compared to other regions. Most of the clinics where patients go for treatment are paid for on a fee-for-service structure, although it is a complex schedule involving basic fees for services, additional payments for uncompensated care, and monthly payments for chronic disease management.

With the small patient population and cost-conscious government, the PV market is expected to only grow at 1.0% CAGR from US$510 million in 2012 to US$557 million in 2021.

China

Market Overview

As with other parts of the world, the ageing population is the greatest factor impacting the PV device market. It is estimated that 8.4% of the population is over-65 years old and is forecasted to reach 11.7% in 2020. This ageing population, along with increasing access to healthcare due to an increase in central government investment, is also aiding this trend of increasing procedural volume. As shown in Figure 4, China is far behind per capita investment in healthcare compared to the rest of the world.

Within the PV device market, traditional balloon angioplasty growth is expected to start slowing, but the highly anticipated introduction of drug-coated balloons is expected to reverse this sector trend and even start capturing market share from the drug-eluting stent market as physicians expand the treatable population for PTA balloons. The other positive sign for the market is the decrease in the number of reuses of devices. In the past, in low-tier hospitals, balloon catheters may have been used many times before the balloon began to degrade. This is despite balloon catheters being marked for single use only. Therefore the reduction in this factor means that more devices will be purchased, often due to greater access to adequate healthcare. In 2011, the market size for PV devices was valued at over US$287 million and the whole Asia region is expected to grow at an 8.0% CAGR.

PROSPECTS, BUSINESS STRATEGIES AND FUTURE PLANS

PROSPECTS

The following discussion about our prospects and trends include forward-looking statements that involve risks and uncertainties. Actual results could differ materially from those that may have been projected in these forward looking statements.

Moving forward, barring unforeseen circumstances, our Directors believe that the outlook for our business is positive, due to a potential increase in demand for our products, such an increase in demand may arise from three (3) factors:

- increase in the over-65 year old population;
- more effective treatments; and
- increase in health care coverage and amount spent.

Please refer to the section entitled "Industry Overview – Demand Drivers" of this Offer Document for further details.

BUSINESS STRATEGIES AND FUTURE PLANS

Our goal is to be a leader in the design and distribution of innovative products for the coronary and peripheral interventional markets.

Our business strategies and future plans to drive the future growth and expansion of our business are as follows:

We intend to deepen and leverage our existing collaborative relationships

Historically, our commercialisation strategy in the United States includes the use of a team of experienced sales representative who sell our products directly to hospitals. Outside the United States, we collaborated with local distribution companies who will then sell our products to local hospitals.

As part of our efforts to explore and develop new distribution options, we entered into the Cordis Distribution Agreement for the distribution of our (i) peripheral products (excluding our DCC) in the United States, (ii) peripheral and coronary products worldwide outside the United States, with the exception of Japan and the PRC, and (iii) coronary products, our DCC and our drug-coated Chocolate PTCA in the PRC, on an exclusive basis. As at the Latest Practicable Date, Cordis is only distributing our Chocolate PTA in the United States. We anticipate that this collaboration will help to validate and rapidly advance the commercialisation of our peripheral and coronary products by opening access to new geographical markets and customers that we do not currently reach.

We intend to rapidly and concurrently advance our pipeline products and improve on our existing products

We intend to expand our product pipeline through our research and development efforts. Our research and development team is headed by our Executive Vice President, Vice President of Research and Development, Maria Pizarro, who is supported by a team of nine (9) employees. We have built a fully integrated set of capabilities that are critical to our ability to discover, optimise and develop complex peripheral and coronary interventions pipeline product candidates in a rapid and efficient manner. We intend to build on our technology platforms, methods and know-how that comprise our capabilities in order to expand our product pipeline. Our goal is to develop new products for the next several years.

Our research and development efforts will be focused on developing low risk, high impact products that expand our Chocolate product line. Please refer to the section entitled "General Information on our Group – Our Product Pipeline" for further details of our product pipeline.

We intend to expand the operations of our Group through (i) improving our existing infrastructure and (ii) building up our brand name further and increasing awareness of our products

We intend to improve our existing physical and IT infrastructure. Our plan is to scale up our assembly facilities in Singapore through (i) adopting new technical capabilities such as catheter coating, and (ii) increasing the manpower, so as to increase our assembly capacity in Singapore. We also intend to improve our existing IT infrastructure by adopting new software and data solutions across our Group.

Our goal is to further build up our brand name and increase awareness of our products in the industry. Through our collaboration with Cordis and our other distributors, we intend to step up our participation in international and local conferences, host more training events, participate and coordinate more educational sessions and reach out to new accounts worldwide. It is also our goal to increase physician acceptance and usage of our products, thus allowing more patients to benefit from our products. We intend to achieve this through a combination of direct sales and partnering with our distribution partners, Cordis, Weigao and Century Medical. In the United States, (i) we will partner Cordis to distribute our Chocolate PTA and (ii) our sales team will launch a new coronary program to expand our addressable market opportunity. This coronary launch will include a broad range of commercial and training activities and we will work closely with key opinion leaders to support this. Outside the United States, we will work with our distribution partners, Cordis, Weigao and Century Medical to sell, market and distribute our products.

ORDER BOOK

Due to the nature of our business, we do not maintain an order book.

TREND INFORMATION

Based on the operations of our Group as at the Latest Practicable Date and barring unforeseen circumstances, our Directors observe the following trends for FY2014:

(i) our Directors believe that revenue will increase in the coming years given the recent signing of the Cordis Distribution Agreement as well as the expected launch of the new product and sales in new geographical locations; and

(ii) as our Group will continue our effort to source for more competitive supplies of raw materials and components, our Directors believe that we can achieve further costs savings as a result. In addition, in view of the expected increase in the sales volume as a result of Cordis Distribution Agreement and the launch of new product and sales in new geographical locations, we are in a position to achieve greater economies of scale.

Save as discussed above and under the section entitled "Risk Factors" of this Offer Document, and barring any unforeseen circumstances, our Directors are not aware of any significant recent trends in production, sales and inventory and in the cost and selling price of products and services as well as other known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on our revenue, profitability, liquidity or capital resources, or that would cause the financial information disclosed in this Offer Document to be not necessarily indicative of our future operating results or financial condition. Please also refer to the section entitled "Cautionary Note Regarding Forward-Looking Statements" of this Offer Document.

INTERESTED PERSON TRANSACTIONS

In general, transactions between our Group and any of its interested persons (namely, our Directors, CEO or Controlling Shareholders or the Associates of such persons would constitute interested person transactions as defined under Chapter 9 of the Catalist Rules. Details of interested person transactions for the Period Under Review and the period from 30 September 2013 to the Latest Practicable Date (the "**Relevant Period**") are discussed below.

Save as disclosed below and in the sections entitled "Restructuring Exercise and Additional Capitalisation", "General Information on Our Group – Our History" and "General and Statutory Information – Material Contracts" of this Offer Document, our Group does not have any other material transactions with any of its interested persons during the Relevant Period.

INTERESTED PERSONS

Interested Person	Relationship with our Group
Dr Eitan Konstantino	CEO
Michal Konstantino	Spouse of our CEO, Dr Eitan Konstantino.
Three Arch Partners	Controlling Shareholder
Three Arch Management[(1)]	Controlling Shareholder
Luminor Capital[(2)]	Controlling Shareholder

Notes:

(1) Three Arch Management is the general partner of Three Arch Partners and Three Arch Associates.

(2) Luminor Capital is the investment manager of Luminor Pacific Fund 1 and Luminor Pacific Fund 2 which holds 13.5% and 0.9% of the post-Placement Share capital in our Company respectively. As such, following the Placement, Luminor Capital will not be a Controlling Shareholder and accordingly, an "interested person" as defined under Chapter 9 of the Catalist Rules.

PAST INTERESTED PERSON TRANSACTIONS

Issuance of Convertible Notes

During the Relevant Period, pursuant to the TriReme SG 2011 NPA, the TriReme SG 2012 NWPA, the TriReme US 2012 NWPA and the TriReme US 2013 NWPA, our Subsidiaries, TriReme SG and TriReme US, issued convertible notes to Three Arch Partners, Three Arch Associates, Luminor Pacific Fund 1 and Luminor Pacific Fund 2. The table below sets out the details of such issuance.

	Entity at Risk	Date of issuance	Principal value of convertible notes issued	Interest Rate (per annum)
Three Arch Partners	TriReme SG	22 November 2011[(1)]	S$3,913,587.65	6.0%
	TriReme SG	16 November 2012[(2)]	S$978,396.91	8.0%
	TriReme SG	10 April 2013[(2)]	S$1,754,434.34	8.0%
	TriReme SG	12 June 2013[(2)]	S$1,542,739.37	8.0%
	TriReme SG	30 August 2013[(3)]	S$1,963,447.65	8.0%
	TriReme US	27 January 2012[(2)]	US$1,821,888.00	8.0%
	TriReme US	10 July 2012[(2)]	US$1,835,889.00	8.0%

	Entity at Risk	Date of issuance	Principal value of convertible notes issued	Interest Rate (per annum)
Three Arch Associates	TriReme SG	22 November 2011(1)	S$86,412.35	6.0%
	TriReme SG	16 November 2012(2)	S$21,603.09	8.0%
	TriReme SG	10 April 2013	S$38,738.06	8.0%
	TriReme SG	14 June 2013(2)	S$34,028.82	8.0%
	TriReme SG	30 August 2013(3)	S$43,353.09	8.0%
	TriReme US	27 January 2012(2)	US$40,227.00	8.0%
	TriReme US	10 July 2012(2)	US$40,535.88	8.0%
Luminor Pacific Fund 1	TriReme SG	3 August 2011(1)	S$5,000,000.00	6.0%
	TriReme SG	16 November 2012(2)	S$3,200,000.00	8.0%
	TriReme SG	10 June 2013(2)	S$999,533.25	8.0%
Luminor Pacific Fund 2	TriReme SG	25 September 2013(3)	S$1,272,133.22	8.0%

Notes:

(1) Pursuant to step 6 of the Restructuring Exercise, these notes, being the "2011 Notes", were assumed by our Company on 11 July 2013. Please refer to paragraph 6(a) in the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document for further details.

(2) Pursuant to step 5 of the Restructuring Exercise, these notes were transferred to our Company and capitalised into Series B Preference Shares in the capital of our Company on 11 July 2013. Please refer to the paragraph 5 in the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document for further details.

(3) These notes were capitalised into Series B Preference Shares in the capital of our Company on their respective dates of issuance. Please refer to paragraph 10 in the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document for further details.

Pursuant to the Additional Capitalisation, the 2011 Notes were converted into Ordinary Shares in our Company. Please refer to paragraph 15 in the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document for further details. Our Directors are of the opinion that these convertible notes were issued on an arm's length basis and on normal commercial terms.

Issuance of Warrants

During the Relevant Period, pursuant to the TriReme SG 2012 NWPA, the TriReme US 2012 NWPA, the TriReme US 2013 NWPA and the TriReme US Series D SPA, our Subsidiaries, TriReme US and TriReme SG, issued warrants to purchase shares to Three Arch Partners, Three Arch Associates and Luminor Pacific Fund 1. Our Subsidiary, Quattro Vascular, also issued warrants to purchase shares to Luminor Pacific Fund 1 pursuant to the Quattro Vascular Series B SSA.

Pursuant to step 6 of the Restructuring Exercise, the warrants issued by TriReme US, TriReme SG and Quattro Vascular prior to 11 July 2013 were assumed by our Company. The warrant holders agreed to accept shares in the capital of our Company in substitution of shares in the capital of the respective Subsidiary and the original warrants held by the relevant warrant holder remain as so adjusted. Please refer to paragraphs 6(b) to (f) in the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document for further details.

On 30 August 2013, further warrants exercisable into shares in the capital of our Company were issued to Three Arch Partners and Three Arch Associates pursuant to the 30 August 2013 Notes. On 25 September 2013, warrants exercisable into shares in the capital of our Company were issued to Luminor Pacific Fund 2 pursuant to the 25 September 2013 Note. Please refer to paragraph 10 in the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document for further details.

The table below sets out the details of such warrants to purchase shares in the capital of our Company.

	Date of instrument	**Number and description of shares**	**Exercise Price**	**Exercise Period and Expiration Date**
Three Arch Partners	16 November 2012	66,467 Ordinary Shares	S$0.01 per Ordinary Share	16 November 2012 to 16 November 2019
	10 April 2013	119,187 Ordinary Shares	S$0.01 per Ordinary Share	10 April 2013 to 10 April 2020
	12 June 2013	104,806 Ordinary Shares	S$0.01 per Ordinary Share	12 June 2013 to 12 June 2020
	30 August 2013	133,386 Ordinary Shares	S$0.01 per Ordinary Share	25 September 2013 to 25 September 2020
	27 January 2012	126,344 Series B Preference Shares	S$3.68 per Series B Preference Share	27 January 2012 to 27 January 2019
	10 July 2012	127,315 Series B Preference Shares	S$3.68 per Series B Preference Share	10 July 2012 to 10 July 2019
	5 November 2009	593,725 Series A-6 Preference Shares	S$4.205420 per Series A-6 Preference Share	5 November 2009 to 5 November 2016
Three Arch Associates	16 November 2012	1,468 Ordinary Shares	S$0.01 per Ordinary Share	16 November 2012 to 16 November 2019
	10 April 2013	2,632 Ordinary Shares	S$0.01 per Ordinary Share	10 April 2013 to 10 April 2020
	14 June 2013	2,312 Ordinary Share	S$0.01 per Ordinary Share	14 June 2013 to 14 June 2020
	30 August 2013	2,945 Ordinary Shares	S$0.01 per Ordinary Share	30 August 2013 to 30 August 2020
	27 January 2012	2,790 Series B Preference Shares	S$3.68 per Series B Preference Share	27 January 2012 to 27 January 2019
	10 July 2012	2,811 Series B Preference Shares	S$3.68 per Series B Preference Share	10 July 2012 to 27 January 2019
	5 November 2009	13,109 Series A-6 Preference Shares	S$4.205420 per Series A-6 Preference Share	5 November 2009 to 5 November 2016

	Date of instrument	Number and description of shares	Exercise Price	Exercise Period and Expiration Date
Luminor Pacific Fund 1	16 November 2012	217,391 Ordinary Shares	S$0.01 per Ordinary Share	16 November 2012 to 16 November 2019
	10 June 2013	67,903 Ordinary Shares	S$0.01 per Ordinary Share	10 June 2013 to 10 June 2020
	30 June 2011	111,111 Series A-2 Preference Shares	S$2.70 per Series A-2 Preference Share	30 June 2011 to 30 June 2014
	22 March 2013	74,074 Series A-2 Preference Shares	S$0.01 per Series A-2 Preference Share	22 March 2013 to 22 March 2016
Luminor Pacific Fund 2	25 September 2013	86,422 Ordinary Shares	S$0.01 per Ordinary Share	25 September 2013 to 25 September 2020

On 9 April 2014, Three Arch Partners, Three Arch Associates, Luminor Pacific Fund 1 and Luminor Pacific Fund 2 exercised their rights to purchase shares in our Company in accordance with the respective terms and conditions of the warrants. Please refer to paragraph 13 in the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document for further details. Our Directors are of the opinion that the above warrants were issued on an arm's length basis and on normal commercial terms.

Consulting fees to Directors

During the Relevant Period, our Independent Director, Gregory Casciaro, rendered consulting services to our subsidiary, TriReme US. These consultancy services include board advisory, management support and commercial guidance to TriReme US. Pursuant to the terms of the consulting agreement entered into with Gregory Casciaro, Gregory Casciaro will be paid a consulting fee of US$48,000 per annum. This consulting agreement had been terminated on 20 February 2014. Our Directors are of the opinion that the fees pursuant to the consulting agreement with Gregory Casciaro were negotiated on an arm's length basis and on normal commercial terms.

The aggregate amount incurred by our Group to Gregory Casciaro during the Relevant Period is as follows:

(US$'000)	FY2010	FY2011	FY2012	9M2013	1 October to the Latest Practicable Date
Gregory Casciaro	32.0	48.0	48.0	36.0	16.0

Our Non-Executive Chairman, Mark Wan, was on the board of Quattro Vascular from 10 August 2010 to 20 January 2014 for which options were granted by Quattro Vascular to Three Arch Partners. Gregory Casciaro and Michael Kleine, our Independent Directors, were on the board of TriReme US from May 2010 to July 2013 and March 2011 to July 2013 respectively, for which options were granted by TriReme US to them. Pursuant to step 6(g) of the Restructuring Exercise, these options were assumed by our Company which resulted in options to purchase Ordinary Shares in our Company. As at the Latest Practicable Date, the options held by each of Three Arch Partners, Gregory Casciaro and Michael Kleine are as follows:

Option Holders	Date of Grant	Number of Shares (before Subdivision) (in respect of the outstanding Options)	Exercise price (before Subdivision)	Expiration Date
Three Arch Partners	2010 – 2012	120,000	$0.135 – $0.14	2020 – 2022
Michael Kleine	2011 – 2013	156,019	$0.738 – $1.090	2020 – 2023
Gregory Casciaro	2010 – 2013	206,173	$0.738 – $1.090	2020 – 2023

Our Directors are of the opinion that the options were granted on an arm's length basis and on normal commercial terms.

Given that (i) Gregory Casciaro's previous directorship in TriReme US was non-executive in nature, (ii) Gregory Casciaro is not related to the any Directors, Executive Officers and Controlling Shareholders of our Company, (iii) Gregory Casciaro is not related to the major customers and major suppliers of our Group, (iv) Gregory has no on-going transactions with our Group, and (v) the number of options granted to Gregory Casciaro is non-significant, our Nominating Committee (save for Gregory Casciaro) is of the view that the payment of the consulting fees and the grant of options to Gregory Casciaro during the Period Under Review will not affect his independence.

Given that (i) Michael Kleine's previous directorship in TriReme US was non-executive in nature, (ii) Michael Kleine is not related to the any Directors, Executive Officers and Controlling Shareholders of our Company, (iii) Michael Kleine is not related to the major customers and major suppliers of our Group, (iv) Michael Kleine has no on-going transactions with our Group, and (v) the number of options granted to Michael Kleine is non-significant, our Nominating Committee is of the view that the grant of options to Michael Kleine during the Period Under Review will not affect his independence.

Intellectual property assignment pursuant to the CIIA TriReme

On 23 October 2009, our CEO, Dr Eitan Konstantino, entered into the CIIA TriReme with TriReme US pursuant to his employment with TriReme US.

Under the terms of the CIIA TriReme, Dr Eitan Konstantino assigned to TriReme US all his right, title and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which he may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time he is in the employment of TriReme US that relate to new inventions and intellectual property in the field of bifurcation stents and related delivery systems, save for an invention that is made in Dr Eitan Konstantino's own time which is exempted pursuant to the Section 2870 of the California Labour Code(1).

Our Directors are of the view that for the Period Under Review, the above transaction was not conducted on an arms' length basis but was beneficial to our Group as it involves an assignment of inventions developed by Dr Eitan Konstantino in the course of his employment with TriReme US to our Group.

The CIIA TriReme was terminated on 16 April 2014 in conjunction with Dr Eitan Konstantino's entrance into the Service Agreement.

Note:

(1) California Labour Code Section 2870 provides, *inter alia*, that any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his rights in an invention to his employer shall not apply to an invention that the employee developed entirely on his own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that (i) relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer, or (ii) result from work performed by the employee for the employer.

PRESENT AND ON-GOING INTERESTED PERSON TRANSACTIONS

Provision of consultancy services

Our Group outsources some of its services to third party consultants as our Group does not have these specific knowledge or expertise in house or a certain type of expertise that is required for selected highly specialised services. Pursuant to the Consultancy Agreement entered into between our Group and Michal Konstantino, the spouse of our CEO, Dr Eitan Konstantino, Michal Konstantino provided consultancy services to our Group. These consultancy services include, but are not limited, to the conduct of research, the testing of feasibility of designs and technologies, biomedical qualification and testing, identification of new and existing polymeric coatings for drug delivery, the study of surface medication technologies to improve product performance and reviewing and writing documents to support regulatory submissions or publication. Pursuant to the terms of the Consultancy Agreement, our Group will pay Michal Konstantino a consultancy fee of US$90.00 per hour, provided that Michal Konstantino will not be paid more than 15 hours per week.

The aggregate consultancy fees incurred by our Group to Michal Konstantino during the Relevant Period for the provision of consultancy services are as follows:

(US$'000)	FY2010	FY2011	FY2012	9M2013	1 October to the Latest Practicable Date
Michal Konstantino	39.4	29.1	18.6	12.2	13.8

Our Directors are of the view that for the Relevant Period, the above transactions were conducted on an arm's length basis as the consultancy fees charged was within the range of the fees charged by third party contractors. Additionally, Michal Konstantino has in-depth knowledge of our Group's product lines and regulatory requirements due to her specialised expertise allowing her to provide expert input for the regulatory submissions and to answer questions that may arise during the review and approval process. In addition, Michal Konstantino conducts clinical literature reviews, which are mandatory for clinical studies and support regulatory submissions. She writes patent applications for our Group and these patent applications protect our Group's intellectual property rights. While our Group is able to engage other consultants to provide advisory services on biocompatibility testing and compliance requirements, such experts on biocompatibility are limited and the engagement of these experts would be at a higher cost. It is also difficult to find reliable biocompatibility experts who are as familiar with our Group's products. Further, as biocompatibility experts are given full access to information on our Group's products, there is a potential risk in the theft or leakage of information to our Group's competitors should our Group hire an unreliable expert. The aggregate value of the transactions for each financial year in the Relevant Period is less than S$100,000.

Our Group intends to continue engaging such consultancy services from Michal Konstantino based on the terms of the Consultancy Agreement following the admission of our Company to Catalist. Accordingly, the Independent Financial Adviser has been appointed to advise our Audit Committee on whether the Consultancy Agreement and the consultancy fees payable thereto are on normal commercial terms and are not prejudicial to the interests of our Company and our minority Shareholders. Having regard to its evaluation of the terms of the Consultancy Agreement and subject to the assumptions and qualifications in the IFA Letter, the Independent Financial Adviser is of the opinion that the Consultancy Agreement and the consultancy fees payable

pursuant thereto are on normal commercial terms and are not prejudicial to the interests of our Company and our minority Shareholders. Please refer to "Appendix J – Letter from the Independent Financial Adviser" of this Offer Document for the IFA Letter.

The Audit Committee, having considered the opinion of the Independent Financial Adviser and the terms of the Consultancy Agreement, is of the view that the Consultancy Agreement and the consultancy fees payable thereto are on normal commercial terms and are not prejudicial to the interests of our Company and our minority Shareholders.

The Consultancy Agreement and the consultancy fees payable thereto by our Group to Michal Konstantino pursuant thereto constitute interested person transactions. They shall be deemed to have been specifically approved by Shareholders upon their subscription of our Shares in connection with the Placement and will thereafter not be subject to Rules 905 and 906 of the Catalist Rules to the extent that there is no variation or amendment to the terms of the Consultancy Agreement which is adverse to our Group.

Following the admission of our Company to Catalist, any future variation or amendment or renewal of the terms of the Consultancy Agreement shall be subject to the approval of the Audit Committee and the relevant Catalist Rules.

Intellectual property assignment pursuant to the CIIA QTV

On 16 April 2014, in conjunction with Dr Eitan Konstantino's entrance into the Service Agreement, Dr Eitan Konstantino entered into the CIIA QTV with our Company pursuant to his employment with our Company.

Under the terms of the CIIA QTV, Dr Eitan Konstantino assigned to our Company all his right, title and interest in and to any and all copyrightable material, notes, records, drawings, designs, logos, inventions, improvements, developments, discoveries, ideas, trade secrets conceived, discovered, authored, invented, developed or reduced to practice by him, solely or in collaboration with others, during the period of time he is in the employment of our Company or with the use of our Company's equipment, supplies, facilities, or confidential information of our Company, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing, save for an invention that is made in Dr Eitan Konstantino's own time which is exempted pursuant to the Section 2870 of the California Labour Code(1).

Our Directors are of the view that, the above transaction will not be conducted on an arms' length basis but will be beneficial to our Group as it involves an assignment of inventions developed by Dr Eitan Konstantino in the course of his employment with our Company to our Group.

Note:

(1) California Labour Code Section 2870 provides, *inter alia*, that any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his rights in an invention to his employer shall not apply to an invention that the employee developed entirely on his own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that (i) relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer, or (ii) result from work performed by the employee for the employer.

Assignment of intellectual property rights for the Chocolate PTA and related consulting work

Pursuant to the intellectual property assignment agreement dated 1 June 2010 between our CEO, Dr Eitan Konstantino, and Quattro Vascular and a separate intellectual property assignment entered between Tanhum Feld and Quattro Vascular on the same date, all right, title and interest to the foundation intellectual property for our Chocolate PTA was irrevocably assigned and transferred to Quattro Vascular.

The consideration for the assignment by Dr Eitan Konstantino is:

(a) an initial cash payment of US$250,000;

(b) a monthly cash payment of an amount to be determined by the board of directors of Quattro Vascular to Dr Eitan Konstantino for so long as he continues to be an officer, director, consultant, employee, advisor, or otherwise cooperate with Quattro Vascular in connection with the assigned intellectual property ("**Monthly Cash Payments**")[(1)]; and

(c) a royalty of 2.85% of the net sales of any medical device that is based on or otherwise incorporates some or all of the assigned technology ("**Royalty**").

In addition, pursuant to the terms of the intellectual property assignment agreement, for so long as Dr Eitan Konstantino continues to be an officer, director, consultant, employee, advisor, or otherwise continues to cooperate with the assignee in connection with assigned technology, then he shall be deemed to be continuing to provide services to the assignee for the purposes of (i) continuation of any vesting provisions provided for under any equity grants or stock options or any other award, the eligibility for which requires the continued services to the assignee of Dr Eitan Konstantino and (ii) not triggering any "sunset" provision that would require exercise of any stock options within a certain period of time following cessation of the providing of services to the assignee.

On 10 August 2010, Quattro Vascular entered into a consultancy agreement with Dr Eitan Konstantino to provide consultancy services relating to the research and development and engineering design of our Chocolate PTA. Pursuant to the terms of the consulting agreement, Quattro Vascular paid Dr Eitan Konstantino a consultancy fee of US$10,000 per month. This consultancy agreement has been terminated with effect from 30 September 2013.

On 27 February 2014, our Company, Dr Eitan Konstantino and Quattro Vascular entered into an amended and restated intellectual property assignment agreement. Pursuant to the terms of the amended and restated agreement, (i) our Company has been named as an assignee; (ii) the consideration was amended to, *inter alia*, delete the provision relating to the Monthly Cash Payments set out in (b) above; and (iii) commencing on 27 February 2014, our Group will make the Royalty payments to Dr Eitan Konstantino quarterly on a date within five (5) business days of the earlier of (i) the filing with the applicable regulatory body of the required quarterly and annual financial reports and (ii) 45 days following the end of a fiscal quarter and 60 days following the end of a fiscal year.

The aggregate amount incurred by our Group to our CEO, Dr Eitan Konstantino, during the Relevant Period in relation to the intellectual property assignment agreement entered on 1 June 2010 is as follows:

(US$'000)	FY2010	FY2011	FY2012	9M2013	1 October to the Latest Practicable Date
Dr Eitan Konstantino	250.0	4.5	27.6	66.6	92.3

Our Directors are of the view that for the Relevant Period, the above transactions were conducted on an arm's length basis and were also beneficial to our Group as it involved the assignment of the foundation intellectual property for the Chocolate PTA that is vital to our Group.

Following the admission of our Company to Catalist, the amended and restated intellectual property assignment agreement will continue in force and our Group would, in the ordinary course of business and in consideration for the assignment of the foundational intellectual property rights to the Chocolate PTA, continue to make the Royalty payments in accordance with the terms of the amended and restated intellectual property assignment agreement. Accordingly, the Independent Financial Adviser has been appointed to advise our Audit Committee on whether the amended and restated intellectual property assignment agreement and the Royalty payments payable thereto are on normal commercial terms and are not prejudicial to the interests of our Company and our minority Shareholders. Having regard to its evaluation of the terms of the amended and restated intellectual property assignment agreement and subject to the assumptions and qualifications in the IFA Letter, the Independent Financial Adviser is of the opinion that the amended and restated intellectual property assignment agreement and the Royalty payments payable thereto are on normal commercial terms and are not prejudicial to the interests of our Company and our minority Shareholders. Please refer to "Appendix J – Letter from the Independent Financial Adviser" for the IFA Letter.

The Audit Committee, having considered (i) the opinion of the Independent Financial Adviser and (ii) the terms of the amended and restated intellectual property assignment agreement, is of the view that the amended and restated intellectual property assignment agreement and the Royalty payments payable thereto are on normal commercial terms and are not prejudicial to the interests of our Company and our minority Shareholders.

The amended and restated intellectual property assignment agreement and the Royalty payments payable thereto constitute interested person transactions. They shall be deemed to have been specifically approved by Shareholders upon their subscription of our Shares in connection with the Placement and will thereafter not be subject to Rules 905 and 906 of the Catalist Rules to the extent that there is no variation or amendment to the terms of the amended and restated intellectual property assignment agreement which is adverse to our Group.

Following the admission of our Company to Catalist, any future variation or amendment or renewal of the terms of the amended and restated intellectual property assignment agreement shall be subject to the approval of the Audit Committee and the relevant Catalist Rules.

Note:

(1) Since the entrance into the intellectual property assignment agreement on 1 June 2010, our Group has not made any such Monthly Cash Payments to Dr Eitan Konstantino.

GUIDELINES AND REVIEW PROCEDURES FOR FUTURE INTERESTED PERSON TRANSACTIONS

To ensure that future transactions with interested persons (as defined under Chapter 9 of the Catalist Rules) are undertaken on normal commercial terms and are consistent with our Group's usual business practices, which are generally no more favourable than those extended to unrelated third parties, the following procedures will be implemented by our Group:

(i) when purchasing items from or engaging the services of interested persons, the prices and terms of at least two (2) other comparative offers (where appropriate) from unrelated third parties will be used as comparison wherever possible. The purchase price or fee for services shall not be higher than the most competitive price or fee of the two (2) comparative offers (where appropriate) from unrelated third parties. In determining the most competitive price or fee, all pertinent factors, including but not limited to quantity, quality, delivery time and track record will be taken into consideration;

(ii) when selling items or providing services to interested persons, the prices and terms of at least two (2) other completed transactions of similar nature and size to unrelated third parties are to be used as comparison wherever possible. The sale price or fee for the supply of services shall not be lower than the lowest sale price or fee of the other two (2) completed transactions to unrelated third parties;

(iii) when leasing property from or to interested persons, our Directors shall take appropriate steps to ensure that the amount of rent for such lease is commensurate with the prevailing market rates, including adopting measures such as making relevant enquiries with landlords of properties of similar location and size, or obtaining necessary reports or reviews published by property agents (including an independent valuation report by a property valuer, where appropriate). The rent payable shall be based on the most competitive market rate of similar properties in terms of size and location, based on the results of the relevant enquiries; and

(iv) where it is not possible to compare against the terms of other transactions with unrelated third parties and given that the products and/or services may be purchased only from an interested person, the interested person transaction will be approved by our Audit Committee, in accordance with our Group's usual business practices and policies. In determining the transaction price payable to the interested person for such products and/or service, factors such as, but not limited to, quantity, requirements and specifications will be taken into account.

All interested person transactions above S$100,000 are to be approved by a Director who shall not be an interested person in respect of the particular transaction. Any contract to be made with an interested person shall not be approved unless the pricing is determined in accordance with our usual business practices and policies, consistent with the usual margin given or price received by us for the same or substantially similar type of transactions between us and unrelated parties and the terms are not more favourable to the interested person than those extended to or received from unrelated parties. For the purposes above, where applicable, contracts for the same or substantially similar type of transactions entered into between us and unrelated third parties will be used as a basis for comparison to determine whether the price and terms offered to or received from the interested person are not more favourable than those extended to unrelated third parties.

In addition, we shall monitor all interested person transactions entered into by us by categorising the transactions as follows:

(i) a "Category 1" interested person transaction is one where the value thereof is in excess of 3.0% of the NTA of our Group based on the latest accounts; and

(ii) a "Category 2" interested person transaction is one where the value thereof is below or equal to 3.0% of the NTA of our Group based on the latest accounts.

"Category 1" interested person transactions must be reviewed and approved by our Audit Committee prior to entry. "Category 2" interested person transactions need not be approved by the Audit Committee prior to entry but must be approved by the CFO prior to entry and must be reviewed on a half-yearly basis by our Audit Committee. In its review, our Audit Committee will ensure that all future interested person transactions are conducted on normal commercial terms and are not prejudicial to the interests of our Company and its minority Shareholders.

In respect of all interested person transactions, we shall adopt the following policies:

(i) our Audit Committee will review all interested person transactions to ensure that the prevailing rules and regulations of the SGX-ST (in particular, Chapter 9 of the Catalist Rules) are complied with.

(ii) in the event that a member of our Audit Committee is interested in any interested person transaction, he will abstain from deliberating, reviewing and/or approving that particular transaction.

(iii) we shall maintain a register to record all interested person transactions which are entered into by our Group ("**Register**"), including any quotations obtained from unrelated parties to support the terms of the interested person transactions.

(iv) we shall incorporate into our internal audit plan a review of all interested person transactions entered into by our Group.

(v) our Audit Committee shall review the internal audit reports at least on an annual basis to ensure that all interested person transactions are carried out on an arm's length basis and in accordance with the procedures outlined above. Furthermore, if during these periodic reviews, our Audit Committee believes that the guidelines and procedures as stated above are not sufficient to ensure that the interests of minority Shareholders are not prejudiced, we will adopt new guidelines and procedures. The Audit Committee may request for an independent financial adviser's opinion as it deems fit.

In addition, we are subject to the rules prescribed in the Catalist Rules. As such, we will also comply with the provisions in Chapter 9 of the Catalist Rules in respect of all future interested person transactions, and if required under the Catalist Rules, we will seek independent Shareholders' approval for such transactions.

Review Procedures for the Consultancy Agreement and the amended and restated intellectual property assignment agreement

Payment of consultancy fees or royalties (as the case may be) under the Consultancy Agreement and the amended and restated intellectual property assignment agreement shall be reviewed and approved by either the CFO or a director who shall not be an interested person in respect of the particular transaction in accordance with our Company's internal procedures.

All interested person transactions under the Consultancy Agreement and the amended and restated intellectual property assignment agreement shall be recorded in the Register.

The Audit Committee of our Company shall also on a half-yearly basis carry out a review of the various interested person transactions under the Consultancy Agreement and the amended and restated intellectual property assignment agreement, to ensure that the continued performance of these Agreements will not be prejudicial to the interests of our Company and our minority Shareholders.

The Audit Committee of our Company shall also review each amendment proposed to be made to the Consultancy Agreement and the amended and restated intellectual property assignment agreement so as to ensure that such proposed amendment will not be prejudicial to the interests of our Company and our minority Shareholders.

POTENTIAL CONFLICTS OF INTERESTS

Generally, a conflict of interests arises when any of our Directors, Controlling Shareholders or their Associates is carrying on the same business or dealing in similar products as our Group. None of Directors, Controlling Shareholders or their Associates is carrying on the same business or dealing in similar products as our Group.

Our Controlling Shareholder, Three Arch Management, is the general partner of Three Arch Partners and Three Arch Associates. Three Arch Partners and Three Arch Associates may, in the normal course of business as discretionary diversified funds, from time to time make financial investments in companies in different industries including the healthcare sector and may invest in entities carrying on the same business or producing similar products as those of our Group. However, the shareholdings in such companies are not material compared to their entire portfolios. Further, they do not participate in the day-to-day management of such companies.

Luminor Capital is the investment manager of Luminor Pacific Fund 1 and Luminor Pacific Fund 2. Luminor Pacific Fund 1 and Luminor Pacific Fund 2 may, in the normal course of business as discretionary diversified funds, from time to time make financial investments in companies in different industries including the healthcare sector and may invest in entities carrying on the same business or producing similar products as those of our Group. However, the shareholdings in such companies are not material compared to their entire portfolios. Further, they do not participate in the day-to-day management of such companies.

Save as disclosed above and in the sections entitled "Interested Person Transactions" and "Restructuring Exercise and Additional Capitalisation" of this Offer Document, as well as personal investments (whether directly or through nominees) in quoted securities which may include companies listed on the SGX-ST, none of our Directors, Executive Officers, Controlling Shareholders or any of their Associates has had any interest, direct or indirect, in the following:

(a) any transactions to which our Company was or is to be a party;

(b) any company carrying on the same business or a similar trade which competes materially and directly with the existing business of our Group; and

(c) any company that is our customer, principal or other supplier of goods and services.

INTERESTS OF EXPERTS

No expert is employed on a contingent basis by our Company or any of our subsidiaries; or has a material interest, whether direct or indirect, in our Shares, equity interests or debentures, or the shares, equity interests or debentures of our subsidiaries; or has a material economic interest, whether direct or indirect, in our Company, including an interest in the success of the Placement.

INTERESTS OF PPCF, THE MANAGER, SPONSOR AND JOINT PLACEMENT AGENT

In the reasonable opinion of our Directors, save as disclosed below, our Company does not have any material relationship with the Manager, Sponsor and Joint Placement Agent, PPCF, in relation to the Placement:

(a) PPCF is the Manager, Sponsor and Joint Placement Agent of the Listing and the Placement;

(b) PPCF will be the continuing Sponsor of our Company for a period of three (3) years from the date our Company is admitted and listed on Catalist; and

(c) pursuant to the Management Agreement and as part of PPCF's professional fees as the Manager, Sponsor and Joint Placement Agent, our Company will allot and issue to 7,558,828 PPCF Shares (representing 1.0% of the post-enlarged share capital of our Company) at the Issue Price for each PPCF Share. At the completion of the relevant moratorium periods as set out in the section entitled "Shareholders – Moratorium" of this Offer Document, PPCF will be disposing its shareholding interest in our Company at its discretion.

INTERESTS OF UOB KAY HIAN, THE JOINT PLACEMENT AGENT

In the reasonable opinion of our Directors, save for UOB Kay Hian's role as the other Joint Placement Agent of the Listing and the Placement, UOB Kay Hian does not have a material relationship with our Group.

DIRECTORS

The Board of Directors is entrusted with the responsibility for the overall management of our Group. The particulars of our Directors as at the date of this Offer Document are set out below:

Name	Age	Designation in our Company	Country of principal residence
Mark Wan	48	Non-Executive Chairman	USA
Dr Eitan Konstantino	46	CEO	USA
Michael Kleine	60	Lead Independent Director	USA
Gregory Casciaro	57	Independent Director	USA
Jeremy Hoon	58	Independent Director	Singapore

The correspondence address for all our Directors is 3A International Business Park #09-10/11/12 ICON@IBP Tower B Singapore 609935.

Information on our Directors' career and academic history, business experience and general areas of responsibility within our Group are set out below:

Mark Wan is our Non-Executive Chairman. He was a member of the board of directors for TriReme US from May 2007 to July 2013. He was appointed to our Board on 11 July 2013.

Mark Wan is a managing member of Three Arch Management, a healthcare focused investment firm formed in 1993 that provides young companies in the healthcare industry with access to relevant clinical and business resources, as well as capital. Mark Wan started in venture capital in 1987 with Brentwood Associates where he became a general partner. Mark Wan has been a founder or seed investor in numerous healthcare companies including ePocrates, Inc., Odyssey Healthcare, Inc. and Perclose, Inc.

Mark Wan holds a Bachelor of Science in Electrical Engineering from Yale University in 1987. Mark was conferred a Master of Business Administration from the Stanford Graduate School of Business.

Dr Eitan Konstantino is our CEO. He was a member of the board of directors of TriReme US since its inception to July 2013. He was appointed to our Board on 11 July 2013 and is responsible for the overall management and business development of our Group.

Dr Eitan Konstantino has more than 15 years of experience in the medical technology industry. He founded our Group in 2005 when he set up TriReme US as a medical device company focused on providing innovative tools to improve the success rates in challenging peripheral and coronary interventions. Prior to founding our Group, he was from 2003 to 2007, the founder, president and chief scientist of an angioplasty company, AngioScore. Dr Eitan Konstantino is one of the primary inventors of AngioScore's products. In 2002, Dr Eitan Konstantino was the chief executive officer & chief operating officer of Advanced Stent Technologies, Inc. ("**AST**"), a bifurcation stent company that was acquired by Boston Scientific Corporation in 2004, where he co-invented the Petal bifurcation stent. Prior to AST, he was chief technical officer of Bypass, Inc., a developer of nitinol anastomotic devices for minimally invasive heart surgery from 1999 to 2002. Dr Eitan Konstantino is also one of the founding directors of Singapore Medtech Accelerator, an appointed Biomedical Science Accelerator ("**BSA**") under the Singapore Government's Research, Innovation and Enterprise 2015 plan. The Singapore Medtech Accelerator, and the BSA program, are

designed to stimulate the growth of the medical device industry in Singapore, and involves co-funding by SPRING SEEDS Capital Pte. Ltd., a wholly-owned subsidiary of SPRING Singapore.

Dr Eitan Konstantino has more than 48 patents and patent applications worldwide in the field of medical devices and solar control systems. Dr Eitan Konstantino received his PhD in Laser Surface Treatment, Optical Design, Materials Science from Technion-Machon Technologi Le'Israel in 1999. He also currently serves as the co-chairman of the F04.30.06 Cardiovascular Standards Task Group of the American Society for Testing and Materials, a globally recognised leader in the development and delivery of international voluntary consensus standards. Dr Eitan Konstantino is also a member of SPRING Singapore's Medtech Network of Advisors whose functions are to advise local medical technology business on business challenges and strategies and to advise the management of SPRING Singapore on the development and review of strategies and initiatives to address the development needs of small medium enterprises in the medical technology sector.

Michael Kleine is our Lead Independent Director. He was a member of the board of directors of TriReme US from March 2011 to July 2013. He was subsequently appointed to our Board on 14 August 2013.

Michael Kleine has more than 25 years of experience in the medical device industry and healthcare industries, having successfully managed several biomedical companies focused on the market advancement of numerous leading-edge products.

From 2001 to 2002, Michael Kleine was a partner of Pharos LLC, a company focused on acquiring and developing core technologies. Thereafter from 2002 to 2006, he was the president and chief executive officer of MicroVention Inc., a leading developer, manufacturer and marketer of minimally invasive products for the treatment of cerebral and vascular peripheral diseases. During his tenure at MicroVention Inc., Michael Kleine successfully grew the company from its infancy to US$43 million in gross sales before it was acquired by Terumo Medical Corporation in March 2006. Thereafter he was appointed president, chairman and chief executive officer of the MicroVention Division in Terumo Medical Corporation, where he remained until 2008. From 2008 to 2010, Michael Kleine was the president and chief executive officer of Biosensors International Group, Ltd., a company listed on the Main Board of the SGX-ST in the medical device industry. Under his supervision, the product revenue of Biosensors International Group, Ltd. grew from approximately US$44 million to approximately US$139 million. From May 2011 to January 2014, Michael Kleine was the president and chief executive officer of EndoGastric Solutions, Inc., a medical device company that develops natural orifice surgical products and procedures to advance the treatment of gastrointestinal diseases. He is currently the executive chairman of EndoGastric Solutions, Inc., and the president and chief executive officer of Miramar Labs, Inc., a medical device company that focuses on addressing dermatologic medical conditions.

Michael Kleine holds a Master of Arts with Honours in Marketing from the Webster University in 1992 and a Bachelor of Arts in Biology from the Missouri Valley College in 1976.

Gregory Casciaro is our Independent Director. He was a member of the board of directors of TriReme US from May 2010 to July 2013. He was appointed to our Board on 14 August 2013.

Gregory Casciaro has over 31 years of experience in the medical device industry where he has had leadership positions in both private and public companies. He was from 1995 to 1999 the president and chief executive officer of General Surgical Innovations, Inc. a medical device company. Thereafter from 2000 to 2004, he was the president and chief executive officer of Orquest, Inc., a private company manufacturing and selling bio-therapeutically products to the

orthopaedic market. From 2004 to 2009, Gregory Casciaro was the president and chief executive officer and a board member of XTENT Inc., a medical device company listed on the Nasdaq National Market that develops drug-eluting stents. Gregory Casciaro is presently the president and chief executive officer of AccessClosure, Inc., a private held medical device company in the United States that develops access site management products designed to address vascular closure challenges during interventional surgery.

Gregory Casciaro graduated from Marquette University with a Bachelor of Science in Business Administration in 1982.

Jeremy Hoon is our Independent Director. He was appointed to our Board on 1 April 2014. He is currently a business adviser and is the chief executive officer of JH Advisers Sdn Bhd, a business advisory company incorporated in Malaysia.

Jeremy Hoon has over 31 years of experience in providing audit and advisory services across Asia and beyond. He was a partner of KPMG from October 1994 to September 2013 where he was the head of insurance from 2003 to 2008 and the head of the department of professional practice from 2008 to 2011. He was also a member of its Accounting Advisory Committee and Auditing Practices Committee from 2005 to 2013 and 2008 to 2011 respectively. Jeremy Hoon's audit experience covers a wide range of listed and unlisted entities. His advisory experience includes the acquisition of businesses, business integration, business separation, business closures, corporate governance, corporate finance, fund-raising, insolvency work, risk management and training for multinational and government-linked companies. Additionally, he is a Past President of the Association of Chartered Certified Accountants, Singapore branch, and a committee member of the Financial Statements Review Committee and the Insurance Committee of the Institute of Certified Public Accountants of Singapore from 2009 to 2012 and 2003 to 2012 respectively.

Jeremy Hoon is a Fellow of the Institute of Singapore Chartered Accountants and The Association of Chartered Certified Accountants. He is also a Chartered Insurance Practitioner of the Chartered Insurance Institute.

All our Directors possess the relevant experience and expertise to act as Directors of our Company, as evidenced by their business and working experience as set out above. Pursuant to Rule 210(5)(a) of the Catalist Rules, Dr Eitan Konstantino, Gregory Casciaro and Jeremy Hoon do not have prior experience as directors of public listed companies in Singapore. However, they have undertaken or will undertake relevant training to familiarise themselves with the roles and responsibilities of a director of a pubic listed company in Singapore. Their training includes a course conducted by the Singapore Institute of Directors on directors' responsibilities and corporate governance of SGX-ST listed companies.

Our Non-Executive Chairman, Mark Wan is a managing partner of Three Arch Management IV, L.L.C., the general partner of Three Arch Partners and Three Arch Associates and is deemed to have share voting and dispostive power over the shares held by Three Arch Partners and Three Arch Associates.

None of our Directors is related by blood or marriage to one another or any of our Substantial Shareholders, and to the best of our Director's knowledge, there are no arrangements, or understandings with any of our Substantial Shareholders, customers, suppliers, or any other person, pursuant to which any of our Directors have been appointed, save as disclosed in this Offer Document.

None of our Independent Directors sit on the board of our Subsidiaries. Save as disclosed below and the directorship held in our Company, none of our Directors currently holds or has held directorships in the past five (5) years preceding the date of this Offer Document:

Name	Present Directorships	Past Directorships
Mark Wan	Our Group – Other companies AcelRx Pharmaceutical, Inc. Habit Management Monterey Bay Aquarium Peninsula Open Space Trust Singapore Medtech Accelerator	Our Group Quattro Vascular TriReme US Other companies Access Closure, Inc. Ascend Health, Inc. Biosensors International Group, Ltd. Calibra Medical, Inc. Elemé Medical, Inc. ePocrates, Inc. Ingenuity Systems, Inc. Portola Medical, Inc. SquareOne, Inc.
Dr Eitan Konstantino	Our Group TriReme SG Other companies Singapore Medtech Accelerator EM Device Innovation Pte. Ltd.	Our Group TriReme US Quattro Vascular Other companies AngioScore CellTwo Inc Pte. Ltd. Emboline, Inc.
Michael Kleine	Our Group – Other companies Aslan Pharmaceuticals Pte. Ltd. EndoGastric Solutions, Inc. Miramar Labs, Inc.	Our Group TriReme US Other companies PhotoThera, Inc. Biosensors Indonesia Pte. Ltd. Biosensors International Pte Ltd Biosensors Interventional Technologies Pte. Ltd. Biosensors International Group, Ltd.
Gregory Casciaro	Our Group – Other companies Access Closure, Inc.	Our Group TriReme US Other companies XTENT, Inc.

Jeremy Hoon	Our Group – Other companies JH Advisers Sdn Bhd ACZ Infratech Holdings Sdn Bhd	Our Group – Other companies –

EXECUTIVE OFFICERS

Our day-to-day operations are entrusted to our CEO, Dr Eitan Konstantino, who is assisted by our Executive Officers. The particulars of our Executive Officers are detailed below:

Name	Age	Designation in our Company
Randal Farwell	55	Chief Financial Officer
Maria Pizarro	52	Executive Vice President, Vice President of Research and Development
Momi Brosh	47	General Manager of Singapore Operations

The correspondence address for all our Executive Officers is 3A International Business Park #09-10/11/12 ICON@IBP Tower B, Singapore 609935.

Information on our Executive Officers' career and academic history, business experience and general areas of responsibility within our Group are set out below:

Randal Farwell is our CFO. He joined our Group in August 2013 and is responsible for overseeing all accounting and finance functions of our Group.

Prior to joining our Group, Randal Farwell was a partner at KPMG from 1992 until his retirement in September 2012. Randal Farwell's career with KPMG began in 1983. He was seconded to KPMG's Singapore office for two (2) years from April 1988 to December 1989. During his tenure at KPMG, Randal Farwell advised global multinational organisations in the financial services, power generation and distribution, manufacturing, consumer goods and technology sectors on their business tax planning and tax compliance needs, risk management, supply chain optimisation, international and domestic compliance, transfer pricing compliance, intangible asset planning, international financing and foreign tax credit planning.

Randal Farwell holds a Master of Taxation from the Portland State University, as well as a Bachelor of Science degree in Business Management from Corban University. He is a Certified Public Accountant licensed by the American Institute of Certified Public Accountants and California Board of Accountancy since 1989 and 1993, respectively.

Maria Pizarro is our Executive Vice President, Vice President of Research and Development. She joined our group in January 2007 and is presently in charge of research and development and certain general management functions of our Group.

Maria Pizarro has over 25 years of industry experience developing and manufacturing high technology products as well as medical devices. Maria Pizarro spent ten (10) years from 1996 at Boston Scientific Corporation, Neurovascular Division, where she led neurovascular minimally invasive device research (intracranial implantable devices) and development projects from concept to commercialisation. Prior to joining our Group in 2007, Maria Pizarro was the Director of Research and Development at an angioplasty company, AngioScore, where she led the development of cardiovascular and peripheral devices. Additionally, she had served on the board of directors and was the national president and chairperson of the board of the Society of Mexican American Engineers and Scientists (MAES), a professional engineering society focusing on the development of science, technology, engineering and math (STEM) education, awareness and leadership. Maria Pizarro obtained the credentials of a project management professional from the Project Management Institute in 2005. Maria Pizarro obtained her Bachelor of Science degree in Industrial Engineering from Texas A&M University in 1984.

Momi Brosh is the general manager of our Singapore operations. He joined our Group in March 2011 and oversees all operational related matters in Singapore, including infrastructure, human resource and marketing matters.

Momi Brosh has over 15 years of management experience. From 2001 to 2005, he was a member of the Secretariat of the Kibbutz Shefayim Corporation, a collective community in Israel. During this period, he was from 2003 to 2005, also the vice president of marketing and sales in Polycad Industries, a leading plastic manufacturer in Israel. Thereafter, from 2005 to 2007, Momi Brosh was the vice president of marketing and sales in Tlaton Ltd, a company that specialises in missile and satellite packages for the aeronautics industry. Prior to joining our Group, from 2008 to 2010, Momi Brosh was a freelance marketing consultant in the defence industry. Momi Brosh earned a Diploma in Industrial & Management Engineering and in Marketing from the Ruppin Academic Centre in Israel in 1997. Momi Brosh also graduated from the Marketing and Sales Management Program at the Israeli Management Centre in Tel Aviv, Israel in 2004.

Prior to joining our Group, Momi Brosh was also the former member and for a period of time, the chairman of the Economic Board of Kibbutz Shefayim Corporation from December 2004 to September 2006.

Save as disclosed below, none of our Executive Officers currently holds or has held directorships in the past five (5) years preceding the date of this Offer Document:

Name	Present Directorships	Past Directorships
Randal Farwell	Our Group – Other companies –	Our Group – Other companies –

Maria Pizarro	Our Group – Other companies –	Our Group – Other companies –
Momi Brosh	Our Group – Other companies Kibbutz Shefayim Corporation	Our Group QT Vascular Ltd. Other companies Asian Aerospace Conglomerate Pte. Ltd. Kelley Aerospace Pte. Ltd.

Save as disclosed in this section and the sections entitled "Share Capital" of this Offer Document, none of our Directors or Executive Officers has any family relationship with one another or with our Substantial Shareholders.

Pursuant to the Voting Agreement entered into by our Company and its Shareholders upon the completion of steps 2 to 7 of the Restructuring Exercise, Mark Wan and Dr Eitan Konstantino were selected as Directors of our Company. On the listing of our Company on Catalist, the Voting Agreement will be terminated in accordance with its terms. To the best of our Directors' knowledge, save as aforesaid, there is no arrangement or understanding with a Substantial Shareholder, customer, principal or other supplier of our Company or other person, pursuant to which any of our Directors or Executive Officers was selected as a Director or Executive Officer of our Company.

MANAGEMENT REPORTING STRUCTURE

REMUNERATION OF DIRECTORS, EXECUTIVE OFFICERS AND RELATED EMPLOYEES

Directors and Executive Officers

The remuneration paid to our Directors and Executive Officers (which includes benefits-in-kind, long service benefits and bonuses) for services rendered to us on an aggregate basis and in remuneration bands of S$250,000[1] during FY2012 and FY2013 (being the two (2) most recent completed financial years) and as estimated for FY2014, excluding bonuses under any profit-sharing plan or any other profit-linked agreement(s), is as follows:

	FY2012	FY2013	FY2014
Directors[1]			
Mark Wan	–[2]	–[2]	–[2]
Dr Eitan Konstantino[3]	C	C	C
Michael Kleine	–[2]	–[2]	A
Gregory Casciaro[4]	A	A	A
Jeremy Hoon	–[5]	–[5]	A
Executive Officers[1]			
Randal Farwell	–[6]	B	B
Maria Pizarro	B	B	B
Momi Brosh[7]	A	A	A

Notes:

(1) Remuneration bands:

"Band A" refers to remuneration of up to S$250,000 per annum.

"Band B" refers to remuneration from S$250,001 to S$500,000 per annum.

"Band C" refers to remuneration from S$500,001 to S$750,000 per annum.

(2) Did not/will not receive compensation from our Group during the relevant period.

(3) Dr Eitan Konstantino's remuneration includes payment made pursuant to a consultancy agreement dated 10 August 2010 and entered into with Quattro Vascular. This consultancy agreement had been terminated on 30 September 2013. Please refer to the section entitled "Interested Person Transaction – Present and On-going Interested Person Transactions – Assignment of intellectual property rights for the Chocolate PTA and related consulting work" for further details.

(4) Gregory Casciaro's remuneration of US$48,000 per annum has been paid pursuant to a consulting agreement dated 1 May 2010 and entered into with TriReme US for the provision of services including board advisory, management support and commercial guidance to TriReme US. This consulting agreement had been terminated on 20 February 2014.

(5) Jeremy Hoon joined our Group on 1 April 2014.

(6) Randal Farwell joined our Group in August 2013.

(7) Momi Brosh's remuneration includes payment made pursuant to a consultancy agreement dated 1 November 2011 and entered into with TriReme SG for the provision of services including overseeing facility planning and managing manufacturers and suppliers for TriReme SG. This consultancy agreement had been terminated on 4 February 2014.

Our Directors and Executive Officers were granted Options in FY2012 and FY2013 under the 2005 Stock Plan, the 2010 Equity Incentive Plan and/or the QTV 2013 Share Plan. Please refer to the section entitled "Directors, Management and Staff – Stock Options" for further details. The value of these options, if any, that were granted in FY2012, FY2013 or may be granted for FY2014 has not been included in computing the compensation for our Directors and Executive Officers as described above.

Related Employees

As at the Latest Practicable Date, we do not have employees who are related to our Directors or Substantial Shareholders.

In the event of any new employment of employees who are related to our Directors or Substantial Shareholders, the remuneration of such employees will be reviewed annually by our Remuneration Committee to ensure that their remuneration packages are in line with our staff remuneration guidelines and commensurate with their respective job scopes and level of responsibilities. Any bonuses, pay increases and/or promotions for these related employees will also be subject to the review and approval of our Remuneration Committee. In the event that a member of our Remuneration Committee is related to the employee under review, he will abstain from participating in the review.

EMPLOYEES

As at the Latest Practicable Date, we have 79 full-time employees. We have not experienced any significant seasonal fluctuations in our number of employees.

The number of employees of our Group as at the end of each of FY2010, FY2011, FY2012 and 9M2013, segmented by primary functions is as follows:

	Number of Employees			
Function	**As at 31 December 2010**	**As at 31 December 2011**	**As at 31 December 2012**	**As at 30 September 2013**
Management[(1)]	4	6	7	8
Research and Development	9	10	9	8
Operations	8	27	19	17
Clinical	2	1	1	1
Regulatory and Quality Control	5	10	10	14
Sales	0	7	9	17
Marketing	0	1	2	3
Finance and Administration	2	10	8	11
	30	72	65	79

Note:

(1) Management includes our Executive Director and our Executive Officers.

The increase in the number of our employees is in line with the growth of our business operations.

We hire full-time general workers from time to time on a contract basis as may be required. We do not employ a significant number of temporary workers on a regular basis.

None of our employees are unionised. There has not been any incidence of work stoppages or labour disputes that affected our operations. Accordingly, we consider our relationship with our employees to be good.

The geographical breakdown of our full-time employees is as follows:

	Number of Employees			
Location	As at 31 December 2010	As at 31 December 2011	As at 31 December 2012	As at 30 September 2013
Singapore	3	31	26	24
United States	27	41	39	55
	30	72	65	79

PENSION OR RETIREMENT BENEFITS

We offer a non-matched Section 401(k) retirement plan under the US Internal Revenue Taxation Code to all our employees in the United States and make CPF contributions for all our employees in Singapore. No amounts are required to be set aside or accrued by our Company for the purposes of contribution to the Section 401(k) retirement plan.

Save for amounts set aside or accrued in respect mandatory employee funds, we have not set aside or accrued any amounts to provide pension, retirement or similar benefits to our employees and Directors.

STOCK OPTIONS

In 2005, TriReme US adopted the 2005 Stock Plan to allow TriReme US to grant options to purchase shares in TriReme US to its employees, directors and Consultants (each, as defined under the 2005 Stock Plan). In 2010, Quattro Vascular adopted the 2010 Equity Incentive Plan to allow Quattro Vascular to grant options to purchase shares in Quattro Vascular to its employees, directors and Consultants (each, as defined under the 2010 Equity Incentive Plan). Pursuant to step 6 of the Restructuring Exercise, the options issued by each of TriReme US and Quattro Vascular pursuant to the 2005 Stock Plan and the 2010 Equity Incentive Plan respectively were assumed by our Company. In 2013, upon the completion of steps 2 to 7 of the Restructuring Exercise, our Company adopted the QTV 2013 Share Plan to grant options to purchase shares in our Company to our employees, directors and Consultants (each, as defined under the QTV 2013 Share Plan). Please refer to "Rules of the 2005 Stock Plan", "Rules of the 2010 Equity Incentive Plan" and "Rules of the QTV 2013 Share Plan" in Appendices C, D and E of this Offer Document for the respective rules of the 2005 Stock Plan, the 2010 Equity Incentive Plan and the QTV 2013 Share Plan.

As at the Latest Practicable Date, Options in respect of an aggregate of 118,407,264 Shares (representing 15.7% of the issued share capital of our Company immediately after the Placement) remain outstanding under 2005 Stock Plan, the 2010 Equity Incentive Plan, and the QTV 2013 Share Plan. Following the closing of the Placement, we will not be issuing any more options under these three (3) plans.

Details of outstanding Options, including the exercise price payable upon exercise of such outstanding Options, the date of grant and the expiry date are set out below. There is no option purchase price.

Option Holders	Date of Grant	Number of Shares (before Subdivision) (in respect of the outstanding Options)	Exercise price (before Subdivision)	Expiration Date
Directors				
Mark Wan[(1)]	2010 – 2012	120,000	$0.135 – $0.14	2020 – 2022
Dr Eitan Konstantino	2008 – 2013	2,766,987	$0.135 – $1.090	2018 – 2023
Michael Kleine	2011 – 2013	156,019	$0.738 – $1.090	2020 – 2023
Gregory Casciaro	2010 – 2013	206,173	$0.738 – $1.090	2020 – 2023
Executive Officers				
Randal Farwell	2013	436,891	$1.090	2023
Maria Pizarro	2007 – 2013	364,077	$0.135 – $1.090	2017 – 2023
Momi Brosh	2011 – 2013	254,853	$0.135 – $1.090	2020 – 2023
Employees (other than Directors and Executive Officers)[(2)]	2005 – 2013	2,646,963	$0.135 – $2.287	2015 – 2023
Consultants[(3)]	2005 – 2013	448,491	$0.135 – $2.287	2015 – 2023

Notes:

(1) Our Non-Executive Chairman, Mark Wan, was on the board of Quattro Vascular from 10 August 2010 to 20 January 2014 for which options were granted by Quattro Vascular to Three Arch Partners. Pursuant to step 6(g) of the Restructuring Exercise, these options were assumed by our Company which resulted in options to purchase Ordinary Shares in our Company. Our Non-Executive Chairman, Mark Wan, is a managing member of Three Arch Management, the general partner of Three Arch Partners and Three Arch Associates. Accordingly, Mark Wan is deemed interested in the options held by Three Arch Partners.

(2) This includes the vested portion of any options that are held by terminated employees or consultants which are technically exercisable for a period of time following termination of their services to our Company. Please refer to the to "Rules of the 2005 Stock Plan", "Rules of the 2010 Equity Incentive Plan" and "Rules of the QTV 2013 Share Plan" in Appendices C, D and E of this Offer Document for further details.

(3) "Consultants" comprise a "Consultant" as defined in the QTV 2013 Share Plan, 2010 Equity Incentive Plan and the 2005 Stock Plan being with respect to the (i) QTV 2013 Share Plan, any individual (not being an entity or non-natural person), including an advisor, engaged by our Company or its parent or subsidiary to render services to such entity, (ii) 2010 Equity Incentive Plan, any individual (not being an entity or non-natural person), including an advisor, engaged by Quattro Vascular or its parent or subsidiary to render services to such entity, or (iii) 2005 Stock Plan, any person who is engaged by TriReme US or its parent or subsidiary to render consulting or advisory services to such entity, or any nominee of such Consultant.

2014 QTV EMPLOYEE SHARE OPTION SCHEME

On 9 April 2014, our Shareholders adopted the 2014 QTV Employee Share Option Scheme to be effective upon the listing of our Shares on Catalist of the SGX-ST. All the outstanding options existing under the 2005 Stock Plan, the 2010 Equity Incentive Plan, and the QTV 2013 Share Plan remain under their respective plans. The rules of the 2014 QTV Employee Share Option Scheme are set out in Appendix H of this Offer Document.

It is anticipated that the 2014 QTV Employee Share Option Scheme will provide eligible participants with an opportunity to participate in the equity of our Company, thereby motivating them towards better performance through increased dedication and loyalty. The 2014 QTV Employee Share Option Scheme, which forms an integral and important component of a compensation plan, is designed to primarily reward and retain employees whose services are vital to our well-being and success.

Objectives of the 2014 QTV Employee Share Option Scheme

The objectives of the 2014 QTV Employee Share Option Scheme are as follows:

(a) to motivate participants to optimise their performance, efficiency and productivity to achieve higher levels of contribution to our Group and to work towards the growth and prosperity of our Group reflected through the growth in the price of our Shares, which ultimately benefits our Shareholders;

(b) to increase the competitiveness of our Group by giving it the option to use the 2014 QTV Employee Share Option Scheme as an additional component in its compensation and incentive package to attract and retain key employees whose contributions are important to the long-term growth and profitability of our Group;

(c) to instil a sense of loyalty in our employees with the view to achieving long-term prosperity for our Group;

(d) to attract potential employees and directors with relevant skills to contribute to our Group and to create value for our Shareholders; and

(e) to align the interests of participants with the interests of our Shareholders.

Summary of the 2014 QTV Employee Share Option Scheme

The rules of the 2014 QTV Employee Share Option Scheme may be inspected by Shareholders at the registered office of our Company for a period of six (6) months from the date of registration of this Offer Document. The following is a summary of the rules of the 2014 QTV Employee Share Option Scheme:

Participants

The 2014 QTV Employee Share Option Scheme allows for participation by employees of our Group (including our Executive Directors) and Non-Executive Directors (including Independent Directors), provided that none of them shall be an undischarged bankrupt. Notwithstanding the foregoing, only employees will be eligible to receive incentive stock options under the Scheme.

Controlling Shareholders of our Company or associates of such Controlling Shareholders are eligible to participate in the 2014 QTV Employee Share Option Scheme if their participation and the actual number of Shares and the terms of any options granted to them are approved by independent Shareholders in separate resolutions for each such person and in respect of each such person, in separate resolutions for each of (i) his participation and (ii) the actual number of Shares and terms of any option to be granted to him.

Administration of the Scheme

Our Remuneration Committee will be designated as the committee responsible for the administration of the 2014 QTV Employee Share Option Scheme. Our Remuneration Committee will determine, *inter alia*, the following:

(a) persons to be granted options;

(b) number of options to be offered; and

(c) recommendations for modifications to the 2014 QTV Employee Share Option Scheme.

In compliance with the requirement of the Catalist Rules, a participant of the 2014 QTV Employee Share Option Scheme who is a member of the Remuneration Committee will not be involved in any deliberation or decision in respect of options to be granted to that participant.

Size of the 2014 QTV Employee Share Option Scheme

The aggregate number of Shares that are subject to granted and outstanding options (options that have not been either exercised or terminated) under the 2014 QTV Employee Share Option Scheme, when added to the aggregate number of Shares that are subject to granted and outstanding options (options that have not been either exercised or terminated) under all of our Company's other share option or share schemes, shall not at any time exceed 15% of the number of issued Shares in the capital of our Company (excluding treasury shares).

Our Directors believe that this limit gives us sufficient flexibility to decide the number of option shares to offer to the employees of our Group under the 2014 QTV Employee Share Option Scheme. The number of eligible participants is expected to grow over the years. Our Company, in line with its goals of ensuring sustainable growth, is constantly reviewing its position and considering the expansion of its talent pool which may involve employing new employees. The employee base and the number of eligible participants will increase as a result. The number of options offered must also be significant enough to serve as a meaningful reward for contribution to our Group. The Remuneration Committee shall exercise its discretion in deciding the number of Shares to be granted to each employee under the 2014 QTV Employee Share Option Scheme which will depend on the performance and value of the employee to our Group.

Options entitlements

The number of option shares to be offered to a participant shall be determined by the Remuneration Committee, in their absolute discretion. The Remuneration Committee shall consider criteria such as rank, performance, length of service of such participant and the service and/or contributions made by such participant to our Group and the potential for such participant making further contributions to our Group as well as the performance of our Group.

Options, exercise period and exercise price

The exercise price payable for each Share in respect of the options that are granted under the 2014 QTV Employee Share Option Scheme shall be determined by the Remuneration Committee in its absolute discretion, on the date of the grant, at:

(a) the weighted average of the last dealt price for a Share, as determined by reference to the daily official list or a publication published by the SGX-ST for the three (3) consecutive trading days immediately preceding the date of grant of the relevant option ("**Market Price**"); or

(b) a price which is set at a discount to the Market Price, provided that:

    (i) the maximum discount shall not exceed 20% of the Market Price. The Remuneration Committee shall have the sole and absolute discretion to determine the exact amount of discount, if any, to each participant; and

    (ii) the Shareholders shall have authorised the making of offers and grants of options under the 2014 QTV Employee Share Option Scheme at a discount not exceeding the maximum discount as aforesaid.

Notwithstanding the foregoing, the exercise price payable for each Share in respect of which an incentive stock option granted pursuant to the 2014 QTV Employee Share Option Scheme is exercisable will be no less than the Market Price on the date of the grant of the relevant option. In addition, in the case of an incentive stock option granted to an employee who owns stock representing more than 10% of the voting power of all classes of stock of our Company or any Parent or Subsidiary (as defined in the 2014 QTV Employee Share Option Scheme), the Exercise Price payable for each Share will be no less than the Market Price.

Grant of Options

There are no fixed periods for the grant of options. As such, offers of the grant of options may be made at any time from time to time during the duration of the 2014 QTV Employee Share Option Scheme at the discretion of the Remuneration Committee.

However, in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is imminent, offers may only be made after the second market day from the date on which the aforesaid announcement is made.

Acceleration of Right to Exercise Option

Options may lapse or be exercised earlier in circumstances which include the cessation of the employment of the participant in our Group, the death or disability of the participant, a take-over, change in control or winding-up of our Company.

Acceptance of Options

The grant of options shall be accepted within 30 days from the date of the offer. Offers of options made to grantees, if not accepted before the closing date, will lapse. Upon acceptance of the offer, the grantee must pay our Company a consideration of S$1.00.

Rights of Shares arising from the exercise of options

New Shares arising from the exercise of options, when allotted and issued shall be subject to all the provisions of the Memorandum and Articles of Association of our Company and shall rank for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which is on or after the relevant date upon which such exercise occurred, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

Duration of the 2014 QTV Employee Share Option Scheme

The 2014 QTV Employee Share Option Scheme shall continue in operation for a maximum period of ten (10) years commencing on the date on which the 2014 QTV Employee Share Option Scheme is adopted by our Company in general meeting, provided that the 2014 QTV Employee Share Option Scheme may continue for any further period thereafter with the approval of our Shareholders by ordinary resolution in general meeting and of any relevant authorities which may be required.

Abstention from voting

Participants who are Shareholders are to abstain from voting on any Shareholders' resolution relating to the 2014 QTV Employee Share Option Scheme.

Modifications to the 2014 QTV Employee Share Option Scheme

The 2014 QTV Employee Share Option Scheme may be modified and/or altered from time to time by a resolution of the Remuneration Committee, subject to the compliance with the requirements of the Catalist Rules and the requirements of any other regulatory authorities as may be necessary.

However, no modification or alteration shall adversely affect the rights of any participant except with the consent in writing of the affected participant.

In addition, the definitions of "Associate", "Controlling Shareholder", "Employee", "Participant", "Committee" and "Exercise Price" and the provisions of Rules 4, 5, 6, 7, 8(e), 9, 10, 11 and 13 of the 2014 QTV Employee Share Option Scheme shall not be altered to the advantage of participants under the 2014 QTV Employee Share Option Scheme, except with the prior sanction of our Shareholders in general meeting.

Grant of Options with a discounted exercise price

The ability to offer options to participants of the 2014 QTV Employee Share Option Scheme with exercise prices set at a discount to the prevailing market prices of our Shares will operate as a means to recognise the performance of participants. This would motivate them to continue to excel while encouraging them to focus more on improving the profitability and return of our Group above a certain level, which will benefit all Shareholders when these are eventually reflected through share price appreciation. Options would be perceived in a more positive light by the participants, inspiring them to work hard and produce results in order to be offered options, as only employees who have made outstanding contributions to the success and development of our Group would be granted options.

The flexibility to grant option with discounted prices is also intended to cater to situations where the stock market performance has overrun the general market conditions. In such events, the Remuneration Committee will have absolute discretion to:

(a) grant option set at a discount to Market Price of a Share (subject to a maximum limit of 20%); and

(b) determine the participants to whom, and the options to which, such reduction in exercise prices will apply.

In determining whether to give a discount and the quantum of the discount, the Remuneration Committee shall be at liberty to consider factors including the performance of our Company, our Group, the performance of the participant concerned, the contribution of the participant to the success and development of our Group and the prevailing market conditions. The Remuneration Committee will determine on a case-by-case basis whether a discount will be given, and if so, the quantum of the discount, taking into account the objective that is desired to be achieved by our Company and the prevailing market conditions. As the actual discount given will depend on the relevant circumstances, the extent of the discount may vary from one case to another, and from time to time, subject to a maximum discount of 20% of the Market Price of a Share. The discretion to grant options will, however, be used judiciously.

It is envisaged that our Company may consider granting the options under circumstances including (but not limited to) the following:

(a) where, due to speculative forces in the stock market resulting in an overrun of the market, the market price of our Shares at the time of the grant of options is not a true reflection of the financial performance of our Company;

(b) to enable our Company to offer competitive remuneration packages in the event that the practice of granting options become more significant components of executive remuneration packages, a discretion to grant options will provide our Company with a means to maintain the competitiveness of our Group compensation strategy; and/or

(c) where our Group needs to provide more compelling motivation for specific business units to improve their performance, grants of options will help to align the interests of employees with those of our Shareholders by encouraging them to focus more on improving the profitability and return of our Group above a certain level which will benefit all Shareholders when these are eventually reflected through share price appreciation. As such, options would be perceived more positively by the employees who receive such options.

Such flexibility in determining the quantum of discount would enable the Remuneration Committee to tailor the incentives in the grant of options to be commensurate with the performance and contribution of each individual participant. By individually recognising the degree of performance and contribution of each participant, the granting of options at a commensurate discount would enable the Remuneration Committee to provide incentives for better performance, greater dedication and loyalty of the participants.

Our Company may also grant options without any discount to the market price of our Company's shares. Additionally, our Company may, if it deems fit, impose conditions on the exercise of the options (whether such options are granted at the market price or at a discount to the market price), such as restricting the number of Shares for which the option may be exercised during the initial years following its vesting.

Rationale for participation of Executive Directors and Non-Executive Directors (including our Independent Directors) of our Group in the 2014 QTV Employee Share Option Scheme

The extension of the 2014 QTV Employee Share Option Scheme to Executive Directors and Non-Executive Directors (including our Independent Directors) of our Group allows our Group to have a fair and equitable system to reward directors and employees who have made and who continue to make significant contributions to the long-term growth of our Group.

We believe that the 2014 QTV Employee Share Option Scheme will allow us to attract, retain and provide incentives to its participants to achieve higher standards of performance as well as encourage greater dedication and loyalty by enabling our Company to give recognition to past contributions and services as well as motivating participants generally to contribute towards the long-term growth of our Group.

Although the Non-Executive Directors are not involved in the day-to-day running of our Group's business, they nonetheless play an invaluable role in furthering the business interests of our Group by contributing their experience and expertise. The participation by the Non-Executive Directors in the 2014 QTV Employee Share Option Scheme will provide our Company with a further avenue to acknowledge and recognize their services and contributions to our Group as it may not always be possible to compensate them fully or appropriately by increasing the directors' fees or other forms of cash payment.

In order to minimize any potential conflicts of interests and not to compromise the independence of the Non-Executive Directors, our Company intends to grant only a nominal number of options under the 2014 QTV Employee Share Option Scheme to such Non-Executive Directors.

Cost of Options granted under the 2014 QTV Employee Share Option Scheme to our Company

Any options granted under the 2014 QTV Employee Share Option Scheme would have a fair value. In the event that such options are granted at prices below the fair value of the options, there will be a cost to our Company. Such costs may be more significant in the case where such options are granted with exercise prices set at a discount to the prevailing market price of our Shares. The cost to our Company of granting options under the 2014 QTV Employee Share Option Scheme would be as follows:

(a) the exercise of an option at the exercise price would translate into a reduction of the proceeds from the exercise of such option, as compared to the proceeds that our Company would have received from such exercise had the exercise been made at the prevailing market price of our Shares. Such reduction of the exercise proceeds would represent the monetary cost to our Company;

(b) as the monetary cost of granting options with a discounted exercise price is borne by our Company, the earnings of our Company would effectively be reduced by an amount corresponding to the reduced interest earnings that our Company would have received from the difference in proceeds from exercise price with no discount versus the discounted exercise price. Such reduction would, accordingly, result in the dilution of our Company's EPS; and

(c) the effect of the issue of new Shares upon the exercise of options, is that our Company's NTA per Share will increase, if the exercise price is above the NTA per Share and decrease, if the exercise price is below the NTA per Share.

The costs as discussed above would only materialise upon the exercise of the relevant options. Share options have value because the option to buy a company's share for a fixed price during an extended future time period is a valuable right, even if there are restrictions attached to such an option. As our Company is required to account for share-based awards granted to our employees, the cost of granting options will affect our financial results as this cost to our Company would be required to be charged to our Company's profit and loss account commencing from the time options are granted. Subject as aforesaid, as and when options are exercised, the cash inflow will add to the net tangible assets of our Company and its share capital base will grow. Where options are granted with subscription prices that are set at a discount to the market prices for our Shares prevailing at the time of the grant of such options, the amount of the cash inflow to our Company on the exercise of such options would be diminished by the quantum of the discount given, as compared with the cash inflow that would have been receivable by our Company had the options been granted at the market price of our Shares prevailing at the time of the grant.

The grant of options will have an impact on our Company's reported profit under the accounting rules in the Singapore Financial Reporting Standards which is effective for financial periods beginning on or after 1 January 2013. It requires the recognition of an expense in respect of options granted. The expenses will be based on the fair value of the options at the date of grant (as determined by an option-pricing model) and will be recognised over the vesting period.

Details of the number of options granted pursuant to the 2014 QTV Employee Share Option Scheme, the number of options exercised and the exercise price (as well as any applicable discounts) will be disclosed in our annual report.

SERVICE AGREEMENT

Our CEO, Dr Eitan Konstantino (the "**Executive**" for the purposes of this section of this Offer Document) had entered into a Service Agreement with our Company and TriReme US on 16 April 2014.

The Service Agreement will take effect from the date of admission of our Company to Catalist for an initial period of three (3) years ("**Initial Term**") and may be renewed at the end of the Initial Term on such period on such terms as may be agreed between our Company and the Executive, unless otherwise terminated by mutual agreement upon either party giving at least six (6) months' notice in writing or six (6) months' salary in lieu of such notice to the other party.

If the Executive shall at any time be incapacitated or prevented by physical illness, physical injury, caused by accident or any other circumstances beyond his control (excluding becoming of an unsound mind) (such incapacity or prevention being hereinafter referred to as the "**incapacity**") from discharging his duties in full under the provisions of the Service Agreement for a total of six (6) months ("**incapacity period**"), our Company may, by notice in writing of six (6) months to the Executive given at any time so long as the incapacity shall continue, terminate his employment ("**notice period**") provided always that the Executive shall be paid his monthly basic salary during the incapacity period and the notice period. The Service Agreement will automatically determine upon the Executive's death.

If before the end of the employment term (i) our Company terminates the Executive's employment with our Company other than for Cause[(1)] (as defined below), death or disability, or (ii) the Executive resigns from his employment with our Company for Good Reason[(2)] (clauses (i) or (ii), each an "**Involuntary Termination**"), then, in each case, subject to the provisions of the Service Agreement, the Executive will be entitled to a lump sum payment equal to the Early Termination Payment[(3)], Company-paid continuation coverage under US COBRA (Consolidated Omnibus

Budget Reconciliation Act) health insurance for Executive and Executive's dependents (assuming Executive timely elects continued coverage under COBRA or a comparable alternative in case COBRA is not available in connection with health insurance) for twelve (12) months from the date of such termination, and vesting acceleration as to 100% of the Executive's previously granted and outstanding equity awards. If the Executive's employment with our Company is terminated voluntarily by the Executive (except upon resignation for Good Reason), for Cause by our Company or due to Executive's death or disability, then (i) all vesting will terminate immediately with respect to the Executive's outstanding equity awards, (ii) all payments of compensation by our Company to the Executive hereunder will terminate immediately (except as to already earned), and (iii) the Executive will not be entitled to the Early Termination Payment and other benefits as prescribed in the Service Agreement, and the Executive will only be eligible for severance benefits in accordance with our Company's established policies, if any, as then in effect.

Under the Service Agreement, the Executive shall, for so long as he is an employee of our Company, not engage in any activities in competition with our Group's business or carry out any business related activities detrimental to the interests of our Group.

Pursuant to the Service Agreement, the Executive will (i) receive an annual base salary of US$340,000, payable at least monthly in arrears in accordance with our Group's payroll practices, (ii) be eligible to receive an annual performance bonus opportunity of US$100,000 as adjusted pursuant to the terms of the Service Agreement and subject to the achievement of performance criteria mutually agreed upon by the Executive and the Board in consultation with the Remuneration Committee and (iii) be eligible to participate in the employee benefit plans maintained by the Company. The Executive will be reimbursed for all reasonable accommodation, and other out-of-pocket expenses reasonably incurred by him in or about the discharge of his duties.

Save as disclosed above, there are no profit-sharing plans or any other profit-linked agreements or arrangements between our Group and any of our Directors, Executive Officers or employees.

Under the Service Agreement, the total remuneration of the Executive is subject to annual review by the Remuneration Committee.

Notes:

(1) Under the terms of the Service Agreement, "**Cause**" is defined as (i) the Executive's gross negligence in the performance of the Executive's job responsibilities, including failure or refusal to comply with the lawful directives of the Board not inconsistent with the Executive's position and responsibilities (other than due to the Executive's reduction in duties) (ii) the Executive's dishonest or fraudulent conduct, including conviction of a felony, or misconduct that our Company reasonably determines in good faith is materially detrimental to the business or reputation of our Company or (iii) breach by the Executive of any material term of the Service Agreement, CIIA QTV, or other agreement that the Executive may enter into with our Company that our Company reasonably determines in good faith is materially detrimental to the business of our Company.

(2) Under the terms of the Service Agreement, "**Good Reason**" means the Executive's resignation within thirty (30) days following the expiration of any Company cure period (discussed below) following the occurrence of one or more of the following, without the Executive's consent: (i) the assignment to the Executive of any duties, or the reduction of the Executive's duties, either of which results in a material diminution of the Executive's authority, duties, or responsibilities with our Company in effect immediately prior to such assignment, or the removal of the Executive from such position and responsibilities; provided, however, that a reduction in duties, position or responsibilities solely by virtue of our Company being acquired and made part of a larger entity, whether as a subsidiary, business unit or otherwise (as, for example, when the Chief Executive Officer of our Company remains the Chief Executive Officer of our Company following a change in control where our Company becomes a wholly-owned subsidiary of the acquirer, but is not made the Chief Executive Officer of the acquiring corporation) will not constitute "Good Reason"; (ii) a material reduction of the Executive's base salary (for purposes of the Service Agreement, a reduction of more than 10% of the Executive's base salary in any one year will automatically be considered to be material)

except for across the board reductions similarly affecting all executive directors, executive officers and/or employee arising from our Group's cost-cutting measures and policies; (iii) a material change in the geographic location at which the Executive must perform services (in other words, the relocation of the Executive to a facility that is more than 50 miles from the Executive's current location) of which such geographical location shall be mutually agreed between our Company and the Executive from time to time; and (iv) the failure of our Company to obtain assumption of the Service Agreement by any successor. A resignation for Good Reason will not be deemed to have occurred unless the Executive gives our Company written notice of the condition within 90 days after the condition comes into existence and our Company fails to remedy the condition within 30 days after receiving the Executive's written notice.

(3) Under the terms of the Service Agreement, the "**Early Termination Payment**" shall equal the greater of (i) the number of months remaining in the employment term multiplied by the base salary and target annual bonus both as in effect at the time of the termination of employment or (ii) the six (6) months multiplied by the base salary and target annual bonus both as in effect at the time of the termination of employment.

Save as disclosed above, there are no other existing or proposed service contracts entered into or to be entered into between our Company and our subsidiaries with any of our Directors or Executive Officers. There are no existing or proposed service agreements entered or to be entered into by our Directors with our Company or any of our subsidiaries which provide for benefits upon termination of employment.

Our Directors recognise the importance of corporate governance and the offering of high standards of accountability to our Shareholders.

Our Board has formed three (3) committees: (i) the Nominating Committee; (ii) the Remuneration Committee; and (iii) the Audit Committee.

Nominating Committee

Our Nominating Committee comprises Gregory Casciaro, Eitan Konstantino and Michael Kleine. The Chairman of the Nominating Committee is Gregory Casciaro.

Our Nominating Committee will be responsible for:

(a) reviewing and recommending the nomination or re-nomination of our Directors having regard to our Director's contribution and performance;

(b) determining on an annual basis whether or not a Director is independent;

(c) deciding whether or not a Director is able to and has been adequately carrying out his duties as a director; and

(d) reviewing and approving any new employment of related persons and the proposed terms of their employment.

The Nominating Committee will decide how our Board's performance is to be evaluated and propose objective performance criteria, subject to the approval of our Board, which address how our Board has enhanced long-term shareholders' value. Our Board will also implement a process to be carried out by the Nominating Committee for assessing the effectiveness of our Board as a whole and for assessing the contribution of each individual Director to the effectiveness of our Board. Each member of the Nominating Committee shall abstain from voting on any resolutions in respect of the assessment of his performance or re-nomination as Director.

Remuneration Committee

Our Remuneration Committee comprises Michael Kleine, Gregory Casciaro and Mark Wan. The Chairman of the Remuneration Committee is Michael Kleine.

Our Remuneration Committee will recommend to our Board a framework of remuneration for our Directors and Executive Officers, and determine specific remuneration packages for each Executive Director. The recommendations of our Remuneration Committee should be submitted for endorsement by the entire Board. All aspects of remuneration, including but not limited to directors' fees, salaries, allowances, bonuses and other benefits-in-kind shall be covered by our Remuneration Committee. Each member of the Remuneration Committee shall abstain from voting on any resolutions in respect of his remuneration package.

The remuneration of related employees will be reviewed annually by our Remuneration Committee to ensure that their remuneration packages are in line with our staff remuneration guidelines and commensurate with their respective job scope and level of responsibilities. Any bonuses, pay increases and/or promotions for these related employees will also be subject to the review and approval of our Remuneration Committee. In the event that a member of our Remuneration Committee is related to the employee under review, he will abstain from participating in the review.

Audit Committee

Our Audit Committee comprises Jeremy Hoon, Michael Kleine and Gregory Casciaro. The Chairman of the Audit Committee is Jeremy Hoon.

Our Audit Committee does not have any existing business or professional relationship of a material nature with our Group, our Directors or Substantial Shareholders.

Our Audit Committee will assist our Board in discharging their responsibilities to safeguard our assets, maintain adequate accounting records and develop and maintain effective systems of internal control, with the overall objective of ensuring that our management creates and maintains an effective control environment in our Group.

Our Audit Committee will provide a channel of communication between our Board, our management and our external auditors on matters relating to audit.

Our Audit Committee shall meet periodically to perform the following functions:

(a) consider the appointment or re-appointment of the external auditors, the level of their remuneration and matters relating to resignation or dismissal of the external auditors, and review with the external auditors the audit plans, their evaluation of the system of internal accounting controls, their audit reports, their management letter and our management's response before submission of the results of such review to our Board for approval;

(b) consider the appointment or re-appointment of the internal auditors, the level of their remuneration and matters relating to resignation or dismissal of the internal auditors, and review with the internal auditors the internal audit plans and their evaluation of the adequacy of our system of internal accounting controls and accounting system before submission of the results of such review to our Board for approval prior to the incorporation of such results in our annual report (where necessary);

(c) review the system of internal accounting controls and procedures established by management and discuss problems and concerns, if any, arising from the interim and final audits, and any matters which the auditors may wish to discuss (in the absence of our management where necessary);

(d) review the assistance and co-operation given by our Company's officers to the internal and external auditors;

(e) review the half yearly and annual, and quarterly if applicable, financial statements and results announcements before submission to our Board for approval, focusing in particular, on changes in accounting policies and practices, major areas of judgement, significant adjustments resulting from the audit, the going concern statement, compliance with accounting standards as well as compliance with any stock exchange and statutory/ regulatory requirements;

(f) review and discuss with the external auditors any suspected fraud or irregularity, or suspected infringement of any relevant laws, rules or regulations, which has or is likely to have a material impact on our Group's operating results or financial position, and consider the adequacy of our management's response;

(g) review transactions falling within the scope of Chapter 9 and Chapter 10 of the Catalist Rules (if any);

(h) review potential conflicts of interest (if any) and to set out a framework to resolve or mitigate any potential conflicts of interests;

(i) review the effectiveness and adequacy of our administrative, operating, internal accounting and financial control procedures;

(j) review our key financial risk areas, with a view to providing an independent oversight on our Group's financial reporting, the outcome of such review to be disclosed in the annual reports or the findings are material, immediately announced via SGXNET;

(k) undertake such other reviews and projects as may be requested by our Board and report to our Board its findings from time to time on matters arising and requiring the attention of our Audit Committee;

(l) generally to undertake such other functions and duties as may be required by statute or the Catalist Rules, and by such amendments made thereto from time to time;

(m) review arrangements by which our staff may, in confidence, raise concerns about possible improprieties in matters of financial reporting and to ensure that arrangements are in place for the independent investigations of such matter and for appropriate follow-up; and

(n) review our Group's compliance with such functions and duties as may be required under the relevant statutes or the Catalist Rules, including such amendments made thereto from time to time.

Apart from the duties listed above, our Audit Committee shall commission and review the findings of internal investigations into matters where there is any suspected fraud or irregularity, or failure of internal controls or suspected infringement of any law, rule or regulation of the jurisdictions in which our Group operates, which has or is likely to have a material impact on our Company's operating results and/or financial position. In the event that a member of our Audit Committee is interested in any matter being considered by our Audit Committee, he will abstain from reviewing and deliberating on that particular transaction or voting on that particular resolution.

Our Audit Committee, after having conducted an interview with Randal Farwell and considered:

(a) the qualifications and his past working experiences as a partner of KPMG for 20 years (as described in the section entitled "Directors, Management and Staff – Executive Officers" of this Offer Document) which are compatible with his position as CFO of our Group;

(b) his demonstration of the requisite competency in finance-related matters in connection with the preparation of the listing of our Company; and

(c) the absence of negative feedback on Randal Farwell from the representatives of the Independent Auditors and Reporting Accountants, KPMG LLP, and our internal auditors, PricewaterhouseCoopers Management Consultants Pte Ltd,

is of the view that Randal Farwell is suitable for the position of CFO of our Group.

Further, after making all reasonable enquiries, and to the best of their knowledge and belief, nothing has come to the attention of our Audit Committee to cause them to believe that Randal Farwell does not have the competence, character and integrity expected of a CFO of a listed issuer.

In addition, Randal Farwell shall be subject to performance appraisal by our Audit Committee on an annual basis to ensure satisfactory performance.

Our Audit Committee shall also commission an annual internal control audit until such time as our Audit Committee is satisfied that our Group's internal controls are robust and effective enough to mitigate our Group's internal control weaknesses (if any). Prior to the decommissioning of such an annual audit, our Board is required to report to the SGX-ST and the Sponsor on how the key internal control weaknesses have been rectified, and the basis for the decision to decommission the annual internal control audit. Thereafter, such audits may be initiated by the Audit Committee as and when it deems fit to satisfy itself that our Group's internal controls remain robust and effective. Upon completion of the internal control audit, appropriate disclosure must be made via SGXNET on any material, price-sensitive internal control weaknesses and any follow-up actions to be taken by our Board.

Based on the foregoing, our Board, to the best of its knowledge and belief, with the concurrence of our Audit Committee, based on the internal controls established and maintained by our Group, work performed by the external and internal auditors, and reviews by our Board and our Audit Committee, is of the opinion that our internal controls of our Group are adequate to address the financial, operational and compliance risks.

BOARD PRACTICES

Each of our Directors has served in office in our Company since the following dates:

Name	**Date of commencement**
Mark Wan	11 July 2013
Dr Eitan Konstantino	11 July 2013
Gregory Casciaro	14 August 2013
Michael Kleine	14 August 2013
Jeremy Hoon	1 April 2014

Our Directors are appointed by our Shareholders at a general meeting, and an election of Directors takes place annually. One third (or if the number is not a multiple of three (3), the number nearest to but not less than one-third) of our Directors, are required to retire from office by rotation at each annual general meeting. Further, each Director shall retire from office at least once in every three (3) years. However, a retiring Director is eligible for re-election at the meeting at which he retires. Further details on the appointment and retirement of Directors can be found in the "Description of Ordinary Shares and Summary of Selected Articles of Association of our Company" as set out in Appendix G of this Offer Document.

EXCHANGE CONTROLS

There are currently no exchange control restrictions on the repatriation of capital and remittance of profits into and out of the jurisdictions in which our Group operates in, or to our Group in these jurisdictions.

The jurisdictions in which our Group operates in are Singapore and the United States.

Upon listing and quotation on Catalist, our Shares will be traded under the book-entry settlement system of the CDP, and all dealings in and transactions of the Shares through Catalist will be effected in accordance with the terms and conditions for the operation of Securities Accounts with the CDP, as amended from time to time.

Our Shares will be registered in the name of CDP or its nominee and held by CDP for and on behalf of persons who maintain, either directly or through depository agents, Securities Accounts with CDP. Persons named as direct Securities Account holders and depository agents in the depository register maintained by the CDP, rather than CDP itself, will be treated, under our Articles of Association and the Companies Act, as members of our Company in respect of the number of Shares credited to their respective Securities Accounts.

Persons holding the Shares in Securities Account with CDP may withdraw the number of Shares they own from the book-entry settlement system in the form of physical share certificates. Such share certificates will, however, not be valid for delivery pursuant to trades transacted on Catalist although they will be *prima facie* evidence of title and may be transferred in accordance with our Articles of Association. A fee of S$10.00 for each withdrawal of 1,000 Shares or less and a fee of S$25.00 for each withdrawal of more than 1,000 Shares is payable upon withdrawing the Shares from the book-entry settlement system and obtaining physical share certificates. In addition, a fee of S$2.00 or such other amount as our Directors may decide, is payable to the share registrar for each share certificate issued and a stamp duty of 0.2% of the last-transacted price where it is withdrawn in the name of a third party. Persons holding physical share certificates who wish to trade on Catalist must deposit with CDP their share certificates together with the duly executed and stamped instruments of transfer in favour of CDP, and have their respective Securities Accounts credited with the number of Shares deposited before they can effect the desired trades. A fee of S$10.00 is payable upon the deposit of each instrument of transfer with CDP. The above fees may be subject to such changes as may be in accordance with CDP's prevailing policies or the current tax policies that may be in force in Singapore from time to time. Pursuant to announced rules effective from 1 June 2014, transfers and settlements pursuant to on-exchange trades will be charged a fee of $30.00 and transfers and settlements pursuant to off-exchange trades will be charged a fee of 0.015% of the value of the transaction, subject to a minimum of S$75.00.

Transactions in the Shares under the book-entry settlement system will be reflected by the seller's Securities Account being debited with the number of Shares sold and the buyer's Securities Account being credited with the number of Shares acquired. No transfer of stamp duty is payable for the Shares that are settled on a book-entry basis.

A Singapore clearing fee for trades in our Shares on Catalist is payable at the rate of 0.04% of the transaction value subject to a maximum of S$600.00 per transaction. The clearing fee, instrument of transfer deposit fee and share withdrawal fee may be subject to Singapore goods and services tax at 7.0% (or such other rate prevailing from time to time). Pursuant to announced rules effective from 1 June 2014, clearing fees will be reduced to 0.0325% of the transaction value and the cap of S$600.00 per transaction will be removed.

Dealings of our Shares will be carried out in Singapore dollars and will be effected for settlement on CDP on a scripless basis. Settlement of trades on a normal "ready" basis on Catalist generally takes place on the third Market Day following the transaction date, and payment for the securities is generally settled on the following business day. CDP holds securities on behalf of investors in Securities Accounts. An investor may open a direct account with CDP or a sub-account with a CDP agent. The CDP agent may be a member company of the SGX-ST, bank, merchant bank or trust company.

INFORMATION ON DIRECTORS AND EXECUTIVE OFFICERS

1. None of our Directors, Executive Officers and Controlling Shareholders:

   (a) has, at any time during the last ten (10) years, had an application or a petition under any bankruptcy laws of any jurisdiction filed against him or against a partnership of which he was a partner at the time when he was a partner or at any time within two (2) years from the date he ceased to be a partner;

   (b) has, at any time during the last ten (10) years, had an application or a petition under any law of any jurisdiction filed against an entity (not being a partnership) of which he was a director or an equivalent person or a key executive, at the time when he was a director or an equivalent person or a key executive of that entity or at any time within two (2) years from the date he ceased to be a director or an equivalent person or a key executive of that entity, for the winding up or dissolution of that entity or, where that entity is the trustee of a business trust, that business trust, on the ground of insolvency;

   (c) has any unsatisfied judgement against him;

   (d) has ever been convicted of any offence, in Singapore or elsewhere, involving fraud or dishonesty which is punishable with imprisonment, or has been the subject of any criminal proceedings (including any pending criminal proceedings of which he is aware) for such purpose;

   (e) has ever been convicted of any offence, in Singapore or elsewhere, involving a breach of any law or regulatory requirement that relates to the securities or futures industry in Singapore or elsewhere, or has been the subject of any criminal proceedings (including any pending criminal proceedings of which he is aware) for such breach;

   (f) has, at any time during the last ten (10) years, had judgement entered against him in any civil proceedings in Singapore or elsewhere involving a breach of any law or regulatory requirement that relates to the securities or futures industry in Singapore or elsewhere, or a finding of fraud, misrepresentation or dishonesty on his part, nor has he been the subject of any civil proceedings (including any pending civil proceedings of which he is aware) involving an allegation of fraud, misrepresentation or dishonesty on his part;

   (g) has ever been convicted in Singapore or elsewhere of any offence in connection with the formation or management of any entity or business trust;

   (h) has ever been disqualified from acting as a director or an equivalent person of any entity (including the trustee of a business trust), or from taking part directly or indirectly in the management of any entity or business trust;

   (i) has ever been the subject of any order, judgement or ruling of any court, tribunal or governmental body permanently or temporarily enjoining him from engaging in any type of business practice or activity;

(j) has ever, to his knowledge, been concerned with the management or conduct, in Singapore or elsewhere, of affairs of:

(i) any corporation which has been investigated for a breach of any law or regulatory requirement governing corporations in Singapore or elsewhere;

(ii) any entity (not being a corporation) which has been investigated for a breach of any law or regulatory requirement governing such entities in Singapore or elsewhere;

(iii) any business trust which has been investigated for a breach of any law or regulatory requirement governing business trusts in Singapore or elsewhere; or

(iv) any entity or business trust which has been investigated for a breach of any law or regulatory requirement that relates to the securities or futures industry in Singapore or elsewhere,

in connection with any matter occurring or arising during the period when he was so concerned with the entity or business trust; or

(k) has been the subject of any current or past investigation or disciplinary proceedings, or has been reprimanded or issued any warning, by the Authority or any other regulatory authority, exchange, professional body or governmental agency, whether in Singapore or elsewhere.

2. There is no shareholding qualification for Directors under the Articles of Association of our Company.

3. No sum or benefit has been paid or is agreed to be paid to any Director or expert, or to any firm in which such Director or expert is a partner or any corporation in which such Director or expert holds shares or debentures, in cash or shares or otherwise, by any person to induce him to become, or to qualify him as, a Director, or otherwise for services rendered by him or by such firm or corporation in connection with the promotion or formation of our Company.

SHARE CAPITAL

4. As at the date of the Offer Document, there is only one (1) class of shares in the capital of our Company, being ordinary shares. There is no founder, management or deferred shares. Our existing Shares do not carry voting rights which are different from the Placement Shares. The rights and privileges attached to our Shares are stated in the Articles of Association of our Company. The Substantial Shareholders of our Company are not entitled to any different voting rights from the other Shareholders.

5. Save as disclosed below in the section entitled "Share Capital" and "Restructuring Exercise and Additional Capitalisation" of this Offer Document, there were no changes in the issued and paid-up share capital of our Company and our Subsidiaries within the last three (3) years preceding the Latest Practicable Date.

6. Save as disclosed in the sections entitled "Share Capital" and "Restructuring Exercise and Additional Capitalisation" of this Offer Document, no shares in, or debentures of, our Company or any of our Subsidiaries have been issued, or are proposed to be issued, as fully or partly paid for cash or for a consideration other than cash, during the last three (3) years preceding the date of lodgement of this Offer Document.

7. Save as disclosed in the sections entitled "Share Capital", "Restructuring Exercise and Additional Capitalisation", "Directors, Management and Staff", no person has, or has the right to be given an option to subscribe for or purchase securities in our Company or our Subsidiaries.

MEMORANDUM AND ARTICLES OF ASSOCIATION

8. Our Company (Company registration number 201305911K) is incorporated in Singapore. The nature of our Company's business has been stated earlier in this Offer Document. Our objects can be found in our Memorandum of Association which is available for inspection at our registered office in accordance with paragraph 38 in the section entitled "General and Statutory Information – Documents Available for Inspection" of this Offer Document.

9. An extract of our Articles of Association relating to, *inter alia*, Directors' powers to vote on contracts in which they are interested, Directors' remuneration, Directors' borrowing powers, Directors' retirement, Directors' share qualification, rights pertaining to shares, convening of general meetings and alteration of capital are set out in Appendix G of this Offer Document. The Articles of Association of our Company is available for inspection at our registered office in accordance with paragraph 38 in the section entitled "General and Statutory Information – Documents Available for Inspection" of this Offer Document.

MATERIAL CONTRACTS

10. The dates of, parties to and general nature of the material contracts, not being contracts entered into in the ordinary course of business, entered into by any member of our Group within two (2) years preceding the date of lodgement of this Offer Document, and the amount of any consideration passing to or from any member of our Group, as the case may be, under such contracts are as follows:

    (a) the Service Agreement dated 16 April 2014 between our Company and Dr Eitan Konstantino, details of which are set out in the section entitled "Directors, Management and Staff – Service Agreement" of this Offer Document;

    (b) the Management Agreement dated 16 April 2014 entered into between our Company and PPCF as the Manager, Sponsor and Joint Placement Agent, details of which are set out in the section entitled "General and Statutory Information – Management Arrangement" of this Offer Document;

    (c) the Placement Agreement dated 16 April 2014 entered into between our Company, PPCF and UOB Kay Hian as the Joint Placement Agents, details of which are set out in the section entitled "General and Statutory Information – Placement Arrangement" of this Offer Document;

(d) the agreements relating to previous financial instruments issued by our Group and an off-market share acquisition conducted by our Company, details of which are set out below:

Agreement	General Nature and Consideration
Quattro Vascular Series B SSA	Agreement (as amended) relating to the subscription of an aggregate of 2,607,406 Series B preference shares at an issue price of S$2.70, credited as fully paid, in the issued and paid-up capital of Quattro Vascular for an aggregate consideration of S$7,039,996.20[(1)] and warrant to purchase Series B preference shares in the capital of Quattro Vascular[(2)].
TriReme SG 2011 NPA	Agreement relating to the issue of interest-bearing convertible promissory notes of an aggregate principal value of S$9,000,000, with an interest rate of 6.0% per annum[(3)].
TriReme SG 2012 NWPA	Agreement relating to the issue of interest-bearing convertible promissory notes of an aggregate principal value of S$12,541,195.36, with an interest rate of 8.0% per annum and warrant to purchase shares in the capital of TriReme US[(2)].
TriReme US 2012 NWPA	Agreement relating to the issue of interest-bearing convertible promissory notes of an aggregate principal value of US$7,506,735.10, with an interest rate of 8.0% per annum and warrant to purchase shares in the capital of TriReme US[(2)].
TriReme US 2013 NWPA	Agreement relating to the issue of interest-bearing convertible promissory notes of an aggregate principal value of US$350,000.00, with an interest rate of 8.0% per annum and warrant to purchase shares in the capital of TriReme US[(2)].
Selective Off-Market Acquisition Agreement	Agreement entered into between our Company and a shareholder, Michael Jaff, relating to the selective off-market acquisition by our Company of 3,502 Ordinary Shares and 12,971 Series A-3 Preference Shares that were owned by him for an aggregate consideration of US$77,025.00.
Pacal Agreement	Agreement relating to allotment and issue by our Company of 67,935 Series B Preference Shares to Pacal at an issue price of S$3.68 per Series B Preference Share in consideration for services provided by Pacal to our Group.

Notes:

(1) Pursuant to step 4 of the Restructuring Exercise, the holders of the Series B preference shares in the capital of Quattro Vascular transferred their interests in said shares to our Company. Please refer to paragraph 4 in the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document for further details.

(2) Pursuant to step 6 of the Restructuring Exercise, these warrants were assumed by our Company on 11 July 2013. The warrant holders agreed to accept shares in the capital of our Company in substitution for shares in the capital of the respective Subsidiary. On 9 April 2014, all outstanding unexercised warrants were automatically terminated in accordance with the respective terms and conditions of the warrants. Please refer to paragraphs 6(b) to (f) and 13 in the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document for further details.

(3) Pursuant to step 6 of the Restructuring Exercise, these notes were assumed by our Company. On 11 April 2014, they were converted into Ordinary Shares. Please refer to paragraphs 6(a) and 15 in the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document for further details.

(e) the TriReme US SPA, Quattro Vascular SPA, Series B SSA, the Master Reorganisation Agreement, the 30 August 2013 Notes, the 25 September 2013 Note, the Pre-IPO CLA, the J&JDC CLA details of which are set out in the section entitled "Restructuring Exercise and Additional Capitalisation" of this Offer Document;

(f) the agreements entered into by our Company upon the completion of steps 2 to 7 of the Restructuring Exercise, details of which are set out below:

Agreement	Date	Parties	General Nature
Investor Rights Agreement[(1)]	11 July 2013	Our Company, Dr Eitan Konstantino, Tanhum Feld, Adams Street 2006, Adams Street 2007, BMSIF, Millenium Life Sciences, Three Arch Associates, Three Arch Partners, Peter William John Stonebridge, Luminor Pacific Fund 1, Ramiah Living Trust dated 9/04, Andreas Wali, Jennifer Asmore, Steven Crowell, Jonathan Stephen Dreaden, Chris DeSantis, Satyaprakash Makam, Andrew and Jill Ellner JWROS, Aventine Ventures Pte. Ltd., Angelic Cheah, Emerald Apex Pte. Ltd., Firstlink Investment Corporation Limited, Foo Fatt Kah, Heng Lee Kwang, Kantilal Champaklal, Kwan Chee Seng, Soh Syan Hui, Ephraim Heller, Trustee of the Ephraim Heller Separate Property Trust dated 5 October 2006, David Chandler, Trustee Boaz Heller 2001 Trust U/A DTD Aug 20, 2001, David Chandler, Trustee Jonah Heller 2001 Trust U/A DTD Aug 20, 2001, David Chandler, Trustee Rebecca Elizabeth Heller 2001 Trust U/A DTD Aug 20, 2001, Henry A. Plain and Lisa M. Plain, Trustees of the Plain Family Trust, U/D/T dated September 7, 1994, Konstantin Family Investment Limited Partnership, WS Investment Company, LLC (2009A), WS Investment Company, LLC (2005A), WS Investment Company, LLC (2005C), WS Investment Company, LLC (2006A), WS Investment Company, LLC (2006C), WS Investment Company, LLC (2009C), WS Investment Company, LLC (2010A), Yellowstone Life Sciences, L.P., Yellowstone Equity Partners VI, Ltd., Amr Salahieh, Brant G. Gard and Jane P. Gard as community property, Polycomp Trust Company Cust FBO J. Casey McGlynn, Cal National Bank FBO J. Casey McGlynn, Ann Hopkins, Benny Konstantin, George Georgiou and Mary Jean Dotis TIC, Issac Applbaum, Richard Koomey, KT4 Partners, LLC, Peter G. Loewestein and Helen M. Loewestein, Trustees of the Peter and Helen Loewenstein Family Trust dated 28 May 1996, Roni Ovadia and Julie Ann Ovadia Revocable Living Trust dated 3/20/95, Storie Parnters, L.P., Stephen G. Berliner and Meryl Fine Berliner, as Tenants in Common, JPMorgan as Custodian FBO Henry A. Plain, Jr. IRA (W21767004), Drexler Family Trust U/D/T dated 5/23/96, James Dreher, Oded Netzer and Regina Malca Netzer, Paul G. Bond, Arch C. Smith, Dan Maydan Trustee, Revocable Trust Marital Share 1, Silverstro Conte, E. Tina Cheng, Alex Abizaid, Andrew Brenner, David Chenok, Easton Capital Corp. Defined Benefit Plan c/o John Friedman, FRG Holdings, LLC, David Lee Gluck, Tomoaki Hinohara, Michael Jaff, Edward J Meyer, Steven J Rotter, Daniel Dadourian, Stuart Epstein, Ted Tussing, Mark A. Fuller III, Jeff Monassebian and Sandra Monessebian, as joint tenants, Michael Eli Barricks, Yair Ephrati, Jonathan and Constance Heller Living Trust UTB 9/29/00, Todd Wilksof SD/IRA, James Dreher and Tracy Brennan as Community Property with Right of Survivorship, JCAR Realty, LLC, Puneet Khanna, M.D., Pourrat Monahemi, Howard and Jill Spechler, in joint tenancy with right of survivorship, David Aziz and Alicia Aziz, in joint tenancy with right of survivorship, L. Salaieh and A Salahieh TTEE The Am Rou and Laila Salahieh, David L. Scher, M.D., Jessee M. Fried and Naomi A. Fried as joint tenants with right of survivorship, Chia-Pin Hsiao and Yuh Jane Lee, Trustees of the Hsiao Family Revocable Trust uad 7/19/02, Liora Siemion and Michael Siemion with rights of survivorship, Eric Bergma and Elton Satusky	Sets out the agreed rights of investors holding at least 2,000,000 Shares (on an as if converted basis) to, *inter alia*, information, any issuance of new securities in our Company

Agreement	Date	Parties	General Nature
Voting Agreement[1]	11 July 2013	Same as above	Sets out the agreed voting arrangements as between investors in our Company
Right of First Refusal and Co-Sale Agreement[1]	11 July 2013	Same as above	Sets out the rights of first refusal and co-sale rights of investors who hold at least 2,000,000 Preference Shares in rour Company before Dr Eitan Konstantino or Tanhum Feld may transfer any of his Ordinary Shares.

Note:

(1) On the listing of our Company on Catalist, these agreements will be terminated in accordance with their respective terms.

(g) the Consultancy Agreement, details of which are set out in the section entitled "Interested Person Transactions – Provision of Consultancy Services" of this Offer Document;

(h) the CIIA and the CIIA QTV, details of which are set out in the section entitled "Interested Person Transactions – Intellectual Property License and Assignment" of this Offer Document;

(i) the intellectual property assignment agreement dated 1 June 2010 and entered into between Quattro Vascular and Dr Eitan Konstantino, and the amended and restated intellectual property assignment agreement entered into between our Company, Quattro Vascular and Dr Eitan Konstantino dated 27 February 2014, details of which are set out in the section entitled "Interested Person Transactions – Royalty for Intellectual Property Assignment" of this Offer Document; and

(j) the intellectual property assignment agreement dated 1 June 2010 and entered into between Quattro Vascular and Tanhum Feld for the irrevocable assignment and transfer of Tanhum Feld's rights to the foundation intellectual property for our Chocolate PTA. The consideration for such assignment is an initial cash payment of US$70,000 and a royalty of 2.15% of net sales of any medical devices that is based on or otherwise incorporates some or all of assigned technology.

MANAGEMENT ARRANGEMENT

11. Pursuant to the Management Agreement, our Company has appointed PPCF to manage the Placement. PPCF will receive a management fee from our Company for its services rendered in connection with the Placement. As part of PPCF's Management fees in relation to its role as Manager and Sponsor, our Company will issue PPCF Shares, at the Issue Price for each PPCF Share to PPCF.

12. Subject to the consent of the SGX-ST being obtained, the Management Agreement may be terminated by the Manager and Sponsor at any time before the close of the Application List on the occurrence of certain events including the following:

    (a) PPCF becomes aware of any material breach by our Company and/or its agents(s) of any warranties, representations, covenants or undertakings given by our Company to PPCF in the Management Agreement;

    (b) there shall have been, since the date of the Management Agreement, any change or prospective change in or any introduction or prospective introduction of any legislation, regulation, policy, directive, guideline, rule or byelaw by any relevant government or regulatory body, whether or not having the force of law, or any other occurrence of similar nature that would materially change the scope of work, responsibility or liability required of PPCF; or

    (c) there is a conflict of interest for PPCF, or any dispute, conflict or disagreement with our Company or our Company wilfully fails to comply with any advice from or recommendation of PPCF.

13. The Placement Agreement and the Management Agreement are each conditional upon the other not being terminated or rescinded pursuant to the provisions of the Placement Agreement or Management Agreement (as the case may be), and may be terminated on the occurrence of certain events, including those specified above. In the event that the Management Agreement or the Placement Agreement is terminated, our Company reserves the right, at the absolute discretion of our Directors, to cancel the Placement.

14. In the reasonable opinion of our Directors, save as disclosed below and in the section entitled "Plan of Distribution" of this Offer Document, PPCF, the Manager, Sponsor and Joint Placement Agent does not have a material relationship with our Group:

    (a) PPCF is the Manager, Sponsor and Joint Placement Agent of the Listing and the Placement;

    (b) PPCF will be the continuing Sponsor of our Company for a period of three (3) years from the date our Company is admitted and listed on Catalist; and

    (c) Pursuant to the Management Agreement and as part of PPCF's management fees as the Manager, Sponsor and Joint Placement Agent, our Company will allot and issue to PPCF 7,558,828 PPCF Shares (representing 1.0% of the post-enlarged share capital of our Company) at the Issue Price for each PPCF Share. At the completion of the relevant moratorium periods as set out in the section entitled "Shareholders – Moratorium" of this Offer Document, PPCF will be disposing its shareholding interest in our Company at its discretion.

PLACEMENT ARRANGEMENT

15. Pursuant to the Placement Agreement entered into between our Company, PPCF and UOB Kay Hian, our Company appointed PPCF and UOB Kay Hian to subscribe for and/or procure subscriptions for the Placement Shares for a placement commission of 5.0% of the Issue Price for each Placement Share successfully subscribed for and/or purchased. Subject to any applicable laws and regulations, PPCF and UOB Kay Hian may, at their absolute discretion and their own expense appoint one (1) or more sub-placement agents under the Placement Agreement on such terms and conditions as the PPCF and UOB Kay Hian may deem fit.

16. Subscribers of the Placement Shares may be required to pay brokerage of up to 1.0% of the Issue Price (and the prevailing GST thereon, if applicable) to the Joint Placement Agents or any sub-placement agent(s) that may be appointed by the Joint Placement Agents.

17. Save as aforesaid and/or disclosed in this Offer Document, no commission, discount or brokerage has been paid or other special terms have been granted within the two (2) years preceding the Latest Practicable Date or is payable to any Director, promoter, expert, proposed director or any other person for subscribing and/or purchasing or procuring or agreeing to procure subscriptions and/or purchases for any shares in, or debentures of, our Company or our subsidiaries.

18. The Placement Agreement and the obligation of the Joint Placement Agents under the Placement Agreement is conditional upon:

    (a) the Offer Document having been registered by the SGX-ST acting as agent on behalf of the Authority by the date on which the Offer Document shall be registered by the SGX-ST acting as agent on behalf of the Authority or such other date as our Company and PPCF shall decide in accordance with the Catalist Rules and the Securities and Futures Act;

    (b) the registration notice being issued or granted by the SGX-ST acting as agent on behalf of the Authority and such registration notice not being revoked or withdrawn on or prior to the date of closing of the Application List for the Placement Shares under the Placement ("**Closing Date**");

    (c) the compliance by our Company to the satisfaction of the SGX-ST with all the conditions imposed by the SGX-ST in granting the registration notice (if any), where such conditions are required to be complied with by the Closing Date;

    (d) such approvals as may be required for the transactions described in the Placement Agreement and in the Offer Document in relation to the admission of our Company to Catalist and the Placement being obtained, and not withdrawn or amended, on or before the date on which our Company is admitted to Catalist (or such other date as our Company and the Joint Placement Agents may agree in writing);

    (e) there having been, in the opinion of the Joint Placement Agents, no material adverse change or any development likely to result in a material adverse change in the financial or other condition of our Group between the date of the Placement Agreement and the Closing Date nor the occurrence of any event nor the discovery of any fact rendering

untrue or incorrect in any respect, as at the Closing Date, any of the warranties or representations nor any breach by our Company of any of its obligations under the Placement Agreement;

(f) the compliance by our Company with all applicable laws and regulations concerning the admission of our Company to Catalist and the quotation of and dealing in all the issued Shares, the Placement Shares, the Option Shares and the PPCF Shares on Catalist and the transactions contemplated in the Placement Agreement and the Offer Document and no new laws, regulations and directives having been promulgated, published and/or issued and/or having taken effect or any other similar matter having occurred which, in the reasonable opinion of the Joint Placement Agents, has or may have an adverse effect on the Placement and the Listing;

(g) the delivery by our Company to the Joint Placement Agents on the Closing Date of a certificate, in the form set out in the Schedule to the Placement Agreement, signed by a Director for and on behalf of our Company respectively;

(h) the delivery to the Joint Placement Agents of a copy of the legal due diligence reports relating to the Group Companies in relation to the admission of our Company to Catalist and the quotation of and dealing in all the issued Shares, the Placement Shares, the Option Shares and the PPCF Shares on Catalist and the Joint Placement Agents being satisfied with the results, findings, advice, opinions and/or conclusions set out in such reports;

(i) the letters of undertaking referred to in the Offer Document in the section entitled "Shareholders – Moratorium" being executed and delivered to the Manager and Sponsor and the Joint Placement Agents before the date of registration of the Offer Document with the SGX-ST, acting as agent on behalf of the Authority; and

(j) the Management Agreement not being terminated or rescinded pursuant to the provisions of the Management Agreement.

19. The Placement Agreement and the Management Agreement are each conditional upon the other not being terminated or rescinded pursuant to the provisions of the Placement Agreement or Management Agreement (as the case may be), and may be terminated on the occurrence of certain events, including those specified above. In the event that the Management Agreement or the Placement Agreement is terminated, our Company reserves the right, at the absolute discretion of our Directors, to cancel the Placement.

20. In the reasonable opinion of our Directors, save for UOB Kay Hian's role as the other Joint Placement Agent of the Listing and the Placement, UOB Kay Hian does not have a material relationship with our Group.

LITIGATION

21. As at the Latest Practicable Date, save as disclosed below, neither our Company nor any of our subsidiaries is engaged in any legal or arbitration proceedings as plaintiff or defendant including those which are pending or known to be contemplated which may have or have had in the last twelve (12) months before the date of lodgement of this Offer Document, a material effect on the financial position or the profitability of our Company or any of our subsidiaries.

Legal proceedings with AngioScore ("AngioScore Dispute")

On 29 June 2012, a speciality balloon angioplasty company, AngioScore initiated patent infringement proceedings against our subsidiaries, TriReme US, Quattro Vascular, and our CEO, Dr Eitan Konstantino (collectively, the "**Defendants**") in the federal trial court of the Northern District of California, USA ("**Court**"). AngioScore's claim is that our Chocolate PTA infringes US Patent No. 7,691,119 (the "**119 Patent**"), a patent that claims a very specific design for an angioplasty balloon catheter and a non-deployable stent.

On 9 December 2013, the Defendants filed a motion for summary judgment of non-infringement, to seek judgment from the Court that the use, manufacture, sale, offer for sale and importation of our Chocolate PTA or any components thereof, do not infringe the 119 Patent. This motion is currently pending and if granted, all the patent infringement claims pending against our Group in this case will be resolved in our favour.

For the following reasons, the Board believes that this litigation will not have a material effect on the financial position or profitability of our Group:

(a) there are no merits in AngioScore's claim as the Chocolate PTA does not practice at least two (2) distinct aspects of the 119 Patent; and

(b) even in the unlikely event that AngioScore were to prevail on its claim at trial, the probability that AngioScore could obtain a permanent injunction against the Chocolate PTA is minimal because AngioScore does not practice the patent.

As such, our Group's worst case liability would involve the payment of a reasonable royalty on such products made, used or sold in the USA. In any event, our Group has designed a second generation Chocolate PTA which we believe will materially reduce the risks related to the 119 Patent.

MISCELLANEOUS

22. The corporations which by virtue of Section 6 of the Companies Act are deemed to be related to our Company are set out in the section entitled "Group Structure" of this Offer Document.

23. There has been no previous issue of Shares by our Company or offer for sale of our Shares to the public within the two (2) years preceding the date of this Offer Document.

24. There has not been any public take-over by a third party in respect of our Company's shares or by our Company in respect of shares of another corporation or units of a business trusts which has occurred between the beginning of FY2013 and the Latest Practicable Date.

25. Application monies received by our Company in respect of successful applications (including successful applications which are subsequently rejected) will be placed in a separate non-interest bearing account with the Receiving Bank. In the ordinary course of business, the Receiving Bank will deploy these monies in the inter-bank money market. All profits derived from the deployment of such monies will accrue to the Receiving Bank. Any refund of all or part of the application monies to unsuccessful or partially successful applicants will be made without any interest or any share of revenue or any other benefit arising therefrom.

26. Save as disclosed in this Offer Document, our Directors are not aware of any relevant material information including trading factors or risks which are unlikely to be known or anticipated by the general public and which could materially affect the profits of our Company and our Subsidiaries.

27. Save as disclosed in this Offer Document, the financial condition and operations of our Group are not likely to be affected by any of the following:

    (a) known trends or demands, commitments, events or uncertainties that will result in or are reasonably likely to result in our Group's liquidity increasing or decreasing in any material way;

    (b) material commitments for capital expenditure;

    (c) unusual or infrequent events or transactions or any significant economic changes that may materially affect the amount of reported income from operations; and

    (d) the business and financial prospects and any significant recent trends in production, sales and inventory, and in the costs and selling prices of products and services and known trends or uncertainties that have had or that we reasonably expect will have a material favourable or unfavourable impact on revenues, profitability, liquidity, capital resources or operating income or that would cause financial information disclosed to be not necessarily indicative of the future operating results or financial condition of our Company.

28. Save as disclosed in this Offer Document, our Directors are not aware of any event which has occurred since the end of 30 September 2013 (being the end of the period covered by the most recent financial statements of our Group included in the Offer Document) to the Latest Practicable Date which may have a material effect on the financial position and results of our Group or the financial information provided in this Offer Document.

29. Details, including the name, address and professional qualifications including membership in a professional body of the auditors of our Company for the Period Under Review are as follows:

Name, professional qualification and address	**Professional Body**	**Partner-in-charge/ Professional qualification**
KPMG LLP 16 Raffles Quay #22-00 Hong Leong Building Singapore 048581	Institute of Singapore Chartered Accountants	Chu Sook Fun/A member of the Institute of Singapore Chartered Accountants

We currently have no intention of changing our auditors after the admission to, and listing of, our Company on Catalist.

CONSENTS

30. The Independent Auditors and Reporting Accountants, KPMG LLP, has given and has not withdrawn its written consent to the issue of this Offer Document with the inclusion herein of the "Independent Auditors' Report on the Consolidated Financial Statements of QT Vascular Ltd. and its Subsidiaries for the Financial Years Ended 31 December 2010, 2011 and 2012 and Nine-Month Period Ended 30 September 2013" as set out in Appendix A and the "Reporting Accountants' Report on the Unaudited Pro Forma Consolidated Financial Information of QT Vascular Ltd. and its Subsidiaries for the Financial Year Ended 31 December 2012 and Nine-Month Period Ended 30 September 2013" as set out in Appendix B in the form and context in which they are included and references to its name in the form and context in which it appears in this Offer Document and to act in such capacity in relation to this Offer Document.

31. The Independent Financial Adviser, SAC Capital Private Limited, has given and has not withdrawn its written consent to the issue of this Offer Document with the inclusion herein of the "Letter from the Independent Financial Adviser" as set out in Appendix J of this Offer Document and in the form and context in which it is included and references to its name in the form and context in which it appears in this Offer Document and to act in such capacity in relation to this Offer Document.

32. The Manager, Sponsor and Joint Placement Agent, PPCF, has given and has not withdrawn its written consent to the issue of this Offer Document with the inclusion herein of its name and references thereto in the form and context in which it appears in this Offer Document and to act in such capacity in relation to this Offer Document.

33. The Joint Placement Agent, UOB Kay Hian Private Limited, has given and has not withdrawn its written consent to the issue of this Offer Document with the inclusion herein of its name and references thereto in the form and context in which it appears in this Offer Document and to act in such capacity in relation to this Offer Document.

34. Each of the Solicitors to the Placement and Legal Advisers to our Company on Singapore Law, ATMD Bird & Bird LLP, the Legal Advisers to our Company on United States Law, Wilson Sonsini Goodrich & Rosati, and the Legal Advisers to the (i) Manager, Sponsor and Joint Placement Agent; and (ii) Joint Placement Agent on United States Federal Securities Law, Allen & Overy LLP, has given and has not withdrawn their written consents to the issue of this Offer Document with the inclusion herein of their names and references thereto in the form and context in which it appears in this Offer Document and to act in such capacity in relation to this Offer Document.

35. The Industry Research Consultant, Redwood Valuation Partners, LLC, has given and has not withdrawn its written consent to the issue of this Offer Document with the inclusion herein of the information and analysis found in the section entitled "Industry Overview" of this Offer Document which had been extracted from the Industry Report in the form and context in which it appears in this Offer Document and references to its name in the form and context in which it appears in this Offer Document and to act in such capacity in relation to this Offer Document.

36. Each of the Solicitors to the Placement and Legal Advisers to our Company on Singapore law, Legal Advisers to our Company on United States law, Legal Advisers to the (i) Manager, Sponsor and Joint Placement Agent; and (ii) Joint Placement Agent on United States Federal Securities Law, the Share Registrar, the Principal Banker and the Receiving Banker do not

make, or purport to make, any statement in this Offer Document or any statement upon which a statement in this Offer Document is based and, to the maximum extent permitted by law, expressly disclaim and take no responsibility for any liability to any persons which is based on, or arises out of, the statements, information or opinions in this Offer Document.

RESPONSIBILITY STATEMENT BY OUR DIRECTORS

37. This Offer Document has been seen and approved by our Directors and they collectively and individually accept full responsibility for the accuracy of the information given in this Offer Document and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, this Offer Document constitutes full and true disclosure of all material facts about the Placement, our Group, and our Directors are not aware of any facts the omission of which would make any statement in this Offer Document misleading. Where information in this Offer Document has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of our Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Offer Document in its proper form and context.

DOCUMENTS AVAILABLE FOR INSPECTION

38. The following documents or copies thereof may be inspected at our registered office at 80 Robinson Road #02-00 Singapore 068898 during normal business hours for a period of six (6) months from the date of registration of this Offer Document by the SGX-ST acting as agent on behalf of the Authority:

    (a) the Memorandum and Articles of Association of our Company;

    (b) the Independent Auditors' Report on the Consolidated Financial Statements of QT Vascular Ltd. and its Subsidiaries for the Financial Years Ended 31 December 2010, 2011 and 2012 and Nine-Month Period Ended 30 September 2013;

    (c) the Reporting Accountants' Report on the Unaudited Pro Forma Consolidated Financial Information of QT Vascular Ltd. and its Subsidiaries for the Financial Year Ended 31 December 2012 and Nine-Month Period Ended 30 September 2013;

    (d) the material contracts referred to in this Offer Document;

    (e) the letters of consent referred to in this Offer Document; and

    (f) the Service Agreement referred to in this Offer Document.

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QT Vascular Ltd. and its subsidiaries
Registration Number: 201305911K

Consolidated Financial Statements
Financial years ended 31 December 2010, 2011, 2012 and
nine-month period ended
30 September 2013

APPENDIX A – INDEPENDENT AUDITORS' REPORT ON THE CONSOLIDATED FINANCIAL STATEMENTS OF QT VASCULAR LTD. AND ITS SUBSIDIARIES FOR THE FINANCIAL YEARS ENDED 31 DECEMBER 2010, 2011, 2012 AND NINE-MONTH PERIOD ENDED 30 SEPTEMBER 2013

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The Board of Directors
QT Vascular Ltd. and its subsidiaries
3A International Business Park
#09-10/11/12 ICON @ IBP Tower B
Singapore 609935

Dear Sirs,

Independent auditors' report on the consolidated financial statements

We have audited the accompanying consolidated financial statements of QT Vascular Ltd. (the "Company") and its subsidiaries (the "Group"), which comprise the consolidated statements of financial position as at 31 December 2010, 2011, 2012 and 30 September 2013 and the consolidated statements of comprehensive income, consolidated statements of changes in equity and consolidated statements of cash flows for the years ended 31 December 2010, 2011 and 2012 and nine-month period ended 30 September 2013, and a summary of significant accounting policies and other explanatory information, as set out on pages A-5 to A-69.

Management's responsibility for the consolidated financial statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Singapore Financial Reporting Standards, and for devising and maintaining a system of internal accounting controls sufficient to provide a reasonable assurance that assets are safeguarded against loss from unauthorised use or disposition; and transactions are properly authorised and that they are recorded as necessary to permit the preparation of true and fair profit and loss accounts and balance sheets and to maintain accountability of assets.

Auditors' responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Singapore Standards on Auditing. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation of consolidated financial statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements of the Group are properly drawn up in accordance with Singapore Financial Reporting Standards to present fairly, in all material respects, the state of affairs of the Group as at 31 December 2010, 2011, 2012 and 30 September 2013 and the consolidated financial results, changes in equity and cash flows of the Group for the years ended 31 December 2010, 2011 and 2012 and nine-month period ended 30 September 2013.

This report has been prepared for inclusion in the Offer Document of the Company in connection with the Initial Public Offering of the shares of the Company on the Catalist Board of the Singapore Exchange Securities Trading Limited.

KPMG LLP
Public Accountants and
Chartered Accountants

Singapore
31 March 2014

Chu Sook Fun
Partner

Consolidated statements of financial position
As at 31 December 2010, 2011, 2012, 30 September 2012 and 2013

	Note	(Audited) 31/12/2010 $'000	(Audited) 31/12/2011 $'000	(Audited) 31/12/2012 $'000	(Unaudited) 30/9/2012 $'000	(Audited) 30/9/2013 $'000
Assets:						
Property, plant and equipment	6	285	1,233	790	950	520
Intangible assets	7	2,560	2,929	3,132	2,911	5,724
Other non-current assets		51	155	189	163	187
Non-current assets		2,896	4,317	4,111	4,024	6,431
Inventory	10	353	2,284	2,825	2,701	3,088
Trade and other receivables	11	294	1,113	542	1,007	9,911
Cash and cash equivalents	12	6,660	5,098	4,997	2,749	2,367
Current assets		7,307	8,495	8,364	6,457	15,366
Total assets		10,203	12,812	12,475	10,481	21,797
Equity:						
Share capital	13	–	–	–	–	52,716
Reserves	13	2,248	2,526	2,573	2,532	1,897
Accumulated losses		(15,051)	(28,036)	(32,050)	(30,972)	(59,957)
Equity attributable to owners of the Company		(12,803)	(25,510)	(29,477)	(28,440)	(5,344)
Non-controlling interests		(51)	(233)	(1,989)	(1,053)	–
Total equity		(12,854)	(25,743)	(31,466)	(29,493)	(5,344)
Liabilities						
Loans and borrowings	14	21,152	33,765	25,991	28,193	7,779
Trade and other payables, including derivatives	18	722	1,453	2,408	1,669	6,460
Deferred income	17	–	1,000	1,000	1,000	–
Non-current liabilities		21,874	36,218	29,399	30,862	14,239
Loans and borrowings	14	–	–	11,359	6,556	3,854
Trade and other payables, including derivatives	18	1,183	2,267	3,183	2,556	8,100
Deferred income	17	–	70	–	–	948
Current liabilities		1,183	2,337	14,542	9,112	12,902
Total liabilities		23,057	38,555	43,941	39,974	27,141
Total equity and liabilities		10,203	12,812	12,475	10,481	21,797

The accompanying notes form an integral part of these financial statements.

Consolidated statements of comprehensive income
Financial years ended 31 December 2010, 2011, 2012, nine-month periods ended 30 September 2012 and 2013

	Note	(Audited) 31/12/2010 $'000	(Audited) 31/12/2011 $'000	(Audited) 31/12/2012 $'000	(Unaudited) 30/9/2012 $'000	(Audited) 30/9/2013 $'000
Revenue	21	381	2,019	1,452	1,068	3,004
Cost of sales		(1,147)	(2,478)	(2,619)	(1,803)	(4,250)
Gross loss		(766)	(459)	(1,167)	(735)	(1,246)
Sales and marketing		(996)	(2,671)	(4,257)	(3,164)	(5,984)
Administrative expenses		(1,429)	(2,221)	(2,483)	(2,109)	(3,838)
Research and development expenses		(4,007)	(6,651)	(6,336)	(4,575)	(1,930)
Other income		47	532	559	357	272
Other expenses		–	–	(403)	(389)	(81)
Results from operating activities		(7,151)	(11,470)	(14,087)	(10,615)	(12,807)
Finance income		1	45	11,171	8,545	171
Finance costs		(611)	(1,751)	(2,859)	(1,668)	(16,351)
Net finance (costs)/income	22	(610)	(1,706)	8,312	6,877	(16,180)
Loss before tax		(7,761)	(13,176)	(5,775)	(3,738)	(28,987)
Tax expense	24	–	(1)	(1)	(1)	(1)
Loss for the year/period	23	(7,761)	(13,177)	(5,776)	(3,739)	(28,988)
Other comprehensive income						
Foreign currency translation differences		–	49	(156)	(148)	698
Total comprehensive loss for the year/period		(7,761)	(13,128)	(5,932)	(3,887)	(28,290)
Loss attributable to:						
Owners of the Company		(7,705)	(12,985)	(4,014)	(2,902)	(27,907)
Non-controlling interests		(56)	(192)	(1,762)	(837)	(1,081)
Loss for the year/period		(7,761)	(13,177)	(5,776)	(3,739)	(28,988)
Total comprehensive loss attributable to:						
Owners of the Company		(7,705)	(12,936)	(4,170)	(3,050)	(27,209)
Non-controlling interests		(56)	(192)	(1,762)	(837)	(1,081)
Total comprehensive loss for the year/period		(7,761)	(13,128)	(5,932)	(3,887)	(28,290)
Earnings per share						
Basic earnings per share (dollars)	25	(5.83)	(9.83)	(3.04)	(2.20)	(21.13)

The accompanying notes form an integral part of these financial statements.

Consolidated statements of changes in equity
Financial years ended 31 December 2010, 2011, 2012 and nine-month period ended 30 September 2013

		Attributable to owners of the Company								
	Note	Ordinary shares $'000	Convertible preference shares $'000	Other reserve $'000	Translation reserve $'000	Share-based payment reserve $'000	Accumulated losses $'000	Total $'000	Non-controlling interests $'000	Total equity $'000
At 1 January 2010		–	–	134	–	316	(7,346)	(6,896)	–	(6,896)
Total comprehensive loss for the year										
Loss for the year		–	–	–	–	–	(7,705)	(7,705)	(56)	(7,761)
Total comprehensive loss for the year		–	–	–	–	–	(7,705)	(7,705)	(56)	(7,761)
Transactions with owners, recorded directly in equity										
Contributions by and distributions to owners										
Conversion of preference shares into ordinary shares		–	–	1,653	–	–	–	1,653	–	1,653
Issuance of ordinary shares		–	–	4	–	–	–	4	–	4
Share-based payment transactions		–	–	–	–	141	–	141	5	146
Total contributions by and distributions to owners		–	–	1,657	–	141	–	1,798	5	1,803
At 31 December 2010		–	–	1,791	–	457	(15,051)	(12,803)	(51)	(12,854)

The accompanying notes form an integral part of these financial statements.

Consolidated statements of changes in equity (cont'd)
Financial years ended 31 December 2010, 2011, 2012 and nine-month period ended 30 September 2013

		Attributable to owners of the Company								
	Note	Ordinary shares $'000	Convertible preference shares $'000	Other reserve $'000	Translation reserve $'000	Share-based payment reserve $'000	Accumulated losses $'000	Total $'000	Non-controlling interests $'000	Total equity $'000
At 1 January 2011		–	–	1,791	–	457	(15,051)	(12,803)	(51)	(12,854)
Total comprehensive loss for the year										
Loss for the year		–	–	–	–	–	(12,985)	(12,985)	(192)	(13,177)
Foreign currency translation differences		–	–	–	49	–	–	49	–	49
Total comprehensive loss for the year		–	–	–	49	–	(12,985)	(12,936)	(192)	(13,128)
Transactions with owners, recorded directly in equity										
Contributions by and distributions to owners										
Issuance of ordinary shares		–	–	2	–	–	–	2	–	2
Share-based payment transactions		–	–	–	–	227	–	227	10	237
Total contributions by and distributions to owners		–	–	2	–	227	–	229	10	239
At 31 December 2011		–	–	1,793	49	684	(28,036)	(25,510)	(233)	(25,743)

The accompanying notes form an integral part of these financial statements.

Consolidated statements of changes in equity (cont'd)
Financial years ended 31 December 2010, 2011, 2012 and nine-month period ended 30 September 2013

		Attributable to owners of the Company								
	Note	Ordinary shares $'000	Convertible preference shares $'000	Other reserve $'000	Translation reserve $'000	Share-based payment reserve $'000	Accumulated losses $'000	Total $'000	Non-controlling interests $'000	Total equity $'000
At 1 January 2012		–	–	1,793	49	684	(28,036)	(25,510)	(233)	(25,743)
Total comprehensive loss for the year										
Loss for the year		–	–	–	–	–	(4,014)	(4,014)	(1,762)	(5,776)
Foreign currency translation differences		–	–	–	(156)	–	–	(156)	–	(156)
Total comprehensive loss for the year		–	–	–	(156)	–	(4,014)	(4,170)	(1,762)	(5,932)
Contributions by and distributions to owners										
Share-based payment transactions		–	–	–	–	203	–	203	6	209
Total contributions by and distributions to owners		–	–	–	–	203	–	203	6	209
At 31 December 2012		–	–	1,793	(107)	887	(32,050)	(29,477)	(1,989)	(31,466)

The accompanying notes form an integral part of these financial statements.

Consolidated statements of changes in equity (cont'd)

Financial years ended 31 December 2010, 2011, 2012 and nine-month period ended 30 September 2013

		Attributable to owners of the Company								
	Note	Ordinary shares $'000	Convertible preference shares $'000	Other reserve $'000	Translation reserve $'000	Share-based payment reserve $'000	Accumulated losses $'000	Total $'000	Non-controlling interests $'000	Total equity $'000
At 1 January 2013		–	–	1,793	(107)	887	(32,050)	(29,477)	(1,989)	(31,466)
Total comprehensive loss for the year										
Loss for the period		–	–	–	–	–	(27,907)	(27,907)	(1,081)	(28,988)
Foreign currency translation differences		–	–	–	698	–	–	698	–	698
Total comprehensive loss for the period		–	–	–	698	–	(27,907)	(27,209)	(1,081)	(28,290)
Transactions with owners, recorded directly in equity										
Conversion of preference shares into ordinary shares		–	–	3,719	–	–	–	3,719	–	3,719
Issuance of ordinary shares upon restructuring	2	5,512	–	(5,512)	–	–	–	–	–	–
Issuance of series A-1 to A-6 and series B convertible preference shares	2	–	47,204	1,685	–	–	–	48,889	–	48,889
Share-based payment transactions		–	–	–	–	1,804	–	1,804	–	1,804
Acquisition of non-controlling interest without a change in control		–	–	(3,070)	–	–	–	(3,070)	3,070	–
Total contributions by and distributions to owners		5,512	47,204	(3,178)	–	1,804	–	51,342	3,070	54,412
At 30 September 2013		5,512	47,204	(1,385)	591	2,691	(59,957)	(5,344)	–	(5,344)

The accompanying notes form an integral part of these financial statements.

Consolidated statement of cash flows
Financial years ended 31 December 2010, 2011, 2012,
nine-month periods ended 30 September 2012 and 2013

	(Audited)	(Audited)	(Audited)	(Unaudited)	(Audited)
	← Financial year ended →			← Nine-month period ended →	
	31 December 2010	31 December 2011	31 December 2012	30 September 2012	30 September 2013
	$'000	$'000	$'000	$'000	$'000
Cash flows from operating activities					
Net loss	(7,761)	(13,177)	(5,776)	(3,739)	(28,988)
Adjustments to reconcile net loss to net cash used in operating activities:					
Depreciation	173	339	577	434	441
Amortisation of intangible assets	259	339	404	285	262
Interest income	(1)	(4)	(4)	(3)	(1)
Interest expense on convertible notes	115	474	2,552	1,461	2,901
Exchange (gain)/loss	6	(41)	307	207	(170)
Equity-settled share-based payment transactions	141	227	203	157	1,804
Change in fair value of financial instruments	490	1,277	(11,167)	(8,542)	13,450
	(6,578)	(10,566)	(12,904)	(9,740)	(10,301)
Changes in working capital:					
– Trade and other receivables	(245)	(815)	574	109	(738)
– Inventory	(353)	(1,931)	(541)	(417)	(263)
– Other assets	(29)	(104)	(34)	(8)	2
– Trade and other payables, including derivatives	498	643	335	(307)	2,457
– Deferred income	–	1,070	(70)	(70)	(52)
Net cash used in operating activities	(6,707)	(11,703)	(12,640)	(10,433)	(8,895)

The accompanying notes form an integral part of these financial statements.

Consolidated statement of cash flows (cont'd)
Financial years ended 31 December 2010, 2011, 2012,
nine-month periods ended 30 September 2012 and 2013

	(Audited)	(Audited)	(Audited)	(Unaudited)	(Audited)
	← Financial year ended →			← Nine-month period ended →	
	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Cash flows from investing activities					
Purchase of property, plant and equipment	(279)	(1,297)	(98)	(110)	(182)
Proceeds from disposal of property, plant and equipment	4	10	4	2	–
Additions to intangible assets	(809)	(708)	(588)	(267)	(2,854)
Net cash used in investing activities	(1,084)	(1,995)	(682)	(375)	(3,036)
Cash flows from financing activities					
Proceeds from issuance of preference shares of subsidiaries, net of transaction costs	8,539	4,943	960	952	3,941
Proceeds from issuance of convertible notes of subsidiaries, net of transaction costs	–	7,193	12,320	7,507	5,371
Net cash from financing activities	8,539	12,136	13,280	8,459	9,312
Net increase/(decrease) in cash and cash equivalents	748	(1,562)	(42)	(2,349)	(2,619)
Effect of exchange rate changes on cash and cash equivalents	–	–	(59)	–	(11)
Cash and cash equivalents at beginning of year/period	5,912	6,660	5,098	5,098	4,997
Cash and cash equivalents at end of year/period	6,660	5,098	4,997	2,749	2,367

The accompanying notes form an integral part of these financial statements.

Notes to the financial statements

These notes form an integral part of the financial statements.

The financial statements were authorised for issue by the Board of Directors on 31 March 2014.

1 Domicile and activities

QT Vascular Ltd. (the "Company") is incorporated in the Republic of Singapore. The address of the Company's registered office is 80 Robinson Road #02-00 Singapore 068898 and principal place of business is 3A International Business Park, #09-10/11/12 ICON @ IBP Tower B, Singapore 609935.

The financial statements of the Group as at and for the years ended 31 December 2010, 2011 and 2012 and nine-month period ended 30 September 2013 comprise the Company and its subsidiaries (together referred to as the "Group" and individually as "Group entities").

The Group is primarily involved in the development and manufacturing of advanced therapeutic solutions for the treatment of complex vascular disease.

2 Restructuring exercise

The Company was incorporated on 6 March 2013 under the name of QT Vascular Pte. Ltd.. The name was changed to QT Vascular Ltd. ("QTV") on 22 August 2013. On incorporation, the issued and paid-up share capital of the Company was S$1.00 comprising 1 ordinary share.

To consolidate the business activities of the Group, a restructuring exercise was undertaken on 11 July 2013 as follows:

- Pursuant to a Sale and Purchase Agreement dated 11 July 2013 between the ordinary and preference shareholders of TriReme Medical, Inc. ("TMI US") and the Company; the Company acquired the entire issued and paid-up capital of TMI US at a consideration of S$8,725 which was satisfied by the issuance of 3,209,573 ordinary shares, 185,120 Series A-3 preference shares, 231,809 Series A-4 preference shares, 890,172 Series A-5 preference shares, and 3,367,030 Series A-6 preference shares. On the same day, TMI US was converted into TriReme Medical, LLC, a Delaware limited liability company;

- Pursuant to a Sale and Purchase agreement dated 11 July 2013 between the ordinary and preference shareholders of Quattro Vascular Pte Ltd. ("Quattro") and the Company; the Company acquired an additional 62.42% of Quattro at a consideration of S$5,397 which was satisfied by the issuance of 1,189,625 ordinary shares, 1,600,000 Series A-1 preference shares and 2,607,406 Series A-2 preference shares. Subsequent to this restructuring, Quattro became a wholly-owned subsidiary of the Company;

- Pursuant to the Series B Preference Shares Subscription Agreement dated 11 July 2013, the convertible promissory notes issued by TriReme Singapore Pte Ltd ("TMI

Singapore") on 3 August 2011 and 22 November 2011 have been assigned to the Company. Subsequently, the Company terminated these notes and issued new convertible promissory notes to the same investors;

- Pursuant to the Series B Preference Shares Subscription Agreement dated 11 July 2013, the convertible promissory notes (the "TMI US Notes") issued by TMI US on 27 January 2012, 10 July 2012, 12 June 2013 and 26 June 2013 were converted into 2,981,348 Series B preference shares of the Company at the conversion price of S$3.68;

- Pursuant to the Series B Preference Shares Subscription Agreement dated 11 July 2013, the convertible promissory notes (the "TMI Singapore Notes") issued by TMI Singapore on 16 November 2012, 10 April 2013, 30 April 2013 and between 10 June to 26 June 2013 were converted into 3,515,464 Series B preference shares of the Company at the conversion price of S$3.68;

- Pursuant to the Series B Preference Shares Subscription Agreement dated 11 July 2013, the Company assumed all liabilities and obligations of TMI Singapore in connection with the warrants issued in conjunction with the TMI Singapore Notes. Subsequent to the assumption, the relevant investors are entitled to purchase up to 851,983 ordinary shares at an exercise price of S$0.01 per ordinary share;

- Pursuant to the Series B Preference Shares Subscription Agreement dated 11 July 2013, the Company assumed all liabilities and obligations of TMI US in connection with the warrants issued in conjunction with certain of the TMI US Notes dated 27 January 2012 and 10 July 2012. Subsequent to the assumption, the relevant investors are entitled to purchase up to 520,576 Series B preference shares at an exercise price of S$3.68 per Series B preference share;

- Pursuant to the Series B Preference Shares Subscription Agreement dated 11 July 2013, the Company assumed all liabilities and obligations of TMI US in connection with the warrants issued in conjunction with certain of the TMI US Notes dated 12 June 2013 and 26 June 2013. Subsequent to the assumption, the relevant investors are entitled to purchase up to 30,340 ordinary shares at an exercise price of S$0.01 per ordinary share;

- Pursuant to the Series B Preference Shares Subscription Agreement dated 11 July 2013, the Company assumed all liabilities and obligations of TMI US in connection with the warrants issued in conjunction with the purchase of TMI US Series D Preferred Stock. Subsequent to the assumption, the relevant investors are entitled to purchase up to 606,834 Series A-6 preference shares;

- Pursuant to the Series B Preference Shares Subscription Agreement dated 11 July 2013, the Company assumed all liabilities and obligations of Quattro in connection with the warrants issued on 30 June 2011 and 22 March 2013. Subsequent to the assumption, the relevant investors are entitled to purchase up to 111,111 Series A-2 preference shares at an exercise price of S$2.70 per Series A-2 preference share for the 30 June 2011 warrants and 74,074 Series A-2 preference shares at an exercise price of S$0.01 per Series A-2 preference share for the 22 March 2013 warrants;

- Pursuant to the Quattro Sale and Purchase Agreement, each ordinary shares of Quattro was exchanged for 1 ordinary share of the Company, Series A convertible preference shares of Quattro was exchanged for 1 share of the Company's Series A-1 convertible preference shares, each Series B convertible preference shares of Quattro was exchanged for 1 share of the Company's Series A-2 convertible preference shares;

- Pursuant to the TMI US Sale and Purchase Agreement, each common stock of TMI US was exchanged for 0.1729481 shares of the Company's ordinary shares, each Series A preferred stock of TMI US was exchanged for 0.1729481 shares of the Company's Series A-3 convertible preference shares; each Series B preferred stock of TMI US was exchanged for 0.1729481 shares of the Company's Series A-4 convertible preference shares; each Series C preferred stock of TMI US was exchanged for 0.1729481 shares of the Company's Series A-5 convertible preference shares; and each Series D preferred stock of TMI US was exchanged for 0.1729481 shares of the Company's Series A-6 convertible preference shares;

- Pursuant to the Series B Preference Shares Subscription Agreement dated 11 July 2013, the Company assumed all the outstanding stock options granted by Quattro pursuant to the 2010 Equity Incentive Plan, which resulted in outstanding options to purchase an aggregate of 1,293,400 ordinary shares. The Company also assumed all the outstanding stock options granted by TMI US pursuant to the 2005 Stock Plan, which resulted in outstanding options to purchase an aggregate of 1,554,690 ordinary shares; and

- After the closing of the restructuring, 1,141,297 shares of Series B convertible preference shares were issued by the Company for a gross total of S$4,200,000.

The above restructuring is considered to be acquisitions of equity interests by entities under common control and therefore the entities acquired by the Group pursuant to the restructuring have been accounted for in a manner similar to the pooling-of-interests method. Accordingly, the assets and liabilities of these entities have been included in the consolidated financial statements at their historical carrying amounts. Although the master restructuring agreement was entered into on 11 July 2013, the consolidated financial statements present the financial condition, results of operations and cash flows as if the restructuring had occurred as of the beginning of the earliest period presented.

3 Basis of preparation

Statement of compliance

The financial statements have been prepared in accordance with Singapore Financial Reporting Standards ("FRS").

Basis of measurement

The financial statements have been prepared on the historical cost basis except as otherwise described in the notes below.

Functional and presentation currency

These financial statements are presented in United States dollars ("USD"). The functional currency of the Company is Singapore dollars ("SGD"). The subsidiaries' functional currencies include both the USD and SGD. All financial information presented in United States dollars has been rounded to the nearest thousand, unless otherwise stated.

4 Use of estimates and judgements

The preparation of financial statements in conformity with FRS requires management to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimates are revised and in any future periods affected.

In particular, significant areas of estimation uncertainty and critical judgements in applying accounting policies that have the most significant effect on the amount recognised in the financial statements are:

(i) Valuation of inventory

The valuation of inventory at the lower of cost and net realisable value requires the Group to review inventory for their saleability and for indications of obsolescence. This requires the Group management to make estimates based on future market demand and past experience with similar inventory and their usage. In addition, judgements and estimates regarding future selling prices, level of demand and indications of obsolescence must be made and used in connection with evaluating whether such write-downs are necessary and the amounts of such write-downs.

(ii) Useful lives of property, plant and equipment and intangible assets

Property, plant and equipment and intangible assets are stated at cost and are depreciated and amortised on a straight-line basis over their estimated useful lives. The estimated useful lives represent the estimate of the periods that the Group management expects to derive economical benefits from these assets. In estimating these useful lives and in determining whether subsequent revisions to useful lives are necessary, the Group management considers the likelihood of technical obsolescence arising from changes in production techniques, technology, market demand and intended use.

(iii) Valuation of long-lived assets

The carrying amounts of the Group's assets are reviewed at the end of each reporting period to determine whether there is any indication of impairment. Management judgement is critical in assessing whether events or changes in circumstances have occurred that may indicate that the carrying value of such assets may no longer be recoverable.

If any such indicator exists, the assets recoverable amounts are estimated. The recoverable amount is the greater of the assets net selling price and value in use. In assessing the value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessment of the time value of money and risks specific to the asset. For an asset that does not generate largely independent cash flows, the recoverable amount is determined for the cash-generating unit to which the asset belongs.

The determination of recoverability is based on estimates of future cash flows expected to result from the use of the assets and its eventual disposition. The estimate of cash flows is dependent, among other things, on certain assumptions about expected future operating performance, future selling prices, utilisation rates, market demand and other factors. If the Group management made different estimates of the future cash flows, different conclusions regarding impairments might be reached.

In addition to the above, information about the significant areas of estimation uncertainty and critical judgements in applying accounting policies that have the most significant effect on the amount recognised in the financial statements is also included in the following notes:

- Note 14 – Loans and borrowings
- Note 15 – Convertible notes
- Note 19 – Warrants
- Note 26 – Determination of fair values

5 Significant accounting policies

The accounting policies set out below have been applied consistently to all periods presented in these financial statements, and have been applied consistently by Group entities.

5.1 Basis of consolidation

Business combinations

Non-controlling interests that are present ownership interests and entitle their holders to a proportionate share of the acquiree's net assets in the event of liquidation are measured at the non-controlling interests' proportionate share of the recognised amounts of the acquiree's identifiable net assets.

Changes in the Group's interest in a subsidiary that do not result in a loss of control are accounted for as transactions with owners in their capacity as owners and therefore no adjustments are made to goodwill and no gain or loss is recognised in profit or loss. Adjustments to non-controlling interests arising from transactions that do not involve the loss of control are based on a proportionate amount of the net assets of the subsidiary.

Subsidiaries

Subsidiaries are entities controlled by the Group. The financial statements of subsidiaries are included in the consolidated financial statements from the date that control commences until the date that control ceases.

Investments in subsidiaries are stated in the Company's statement of financial position at cost less accumulated impairment losses.

The accounting policies of subsidiaries have been changed when necessary to align them with the policies adopted by the Group. Losses applicable to the non-controlling interests in a subsidiary are allocated to the non-controlling interests even if doing so causes the non-controlling interests to have a deficit balance.

Acquisitions from entities under common control

Business combinations arising from transfers of interests in entities that are under the control of the shareholder that controls the Group are accounted for as if the acquisition had occurred at the beginning of the earliest comparative year presented or, if later, at the date that common control was established; for this purpose comparatives are restated. The assets and liabilities acquired are recognised at the carrying amounts recognised previously in the Group controlling shareholder's consolidated financial statements. The components of equity of the acquired entities are added to the same components within Group equity and any gain/loss arising is recognised directly in equity.

Transactions eliminated on consolidation

Intra-group balances and transactions, and any unrealised income and expenses arising from intra-group transactions, are eliminated in preparing the consolidated financial statements.

5.2 Foreign currency

Foreign currency transactions

Transactions in foreign currencies are translated to the respective functional currencies of Group entities at exchange rates at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies at the end of the reporting period are retranslated to the functional currency at the exchange rate at that date. The foreign currency gain or loss on monetary items is the difference between amortised cost in the functional currency at the beginning of the year, adjusted for effective interest and payments during the year, and the amortised cost in foreign currency translated at the exchange rate at the end of the year.

Non-monetary assets and liabilities denominated in foreign currencies that are measured at fair value are retranslated to the functional currency at the exchange rate at the date that the fair value was determined. Non-monetary items in a foreign currency that are measured in terms of historical cost are translated using the exchange rate at the date of the transaction. Foreign currency differences arising on retranslation are recognised in profit or loss.

Foreign operations

The assets and liabilities of foreign operations, excluding fair value adjustments arising on acquisition, are translated to USD at exchange rates at the end of the reporting period. The income and expenses of certain foreign operations are translated to USD at exchange rates at the dates of the transactions.

Foreign currency differences are recognised in other comprehensive income, and presented in the foreign currency translation reserve (translation reserve) in equity. However, if the foreign operation is a non-wholly-owned subsidiary, then the relevant proportionate share of the translation difference is allocated to the non-controlling interests. When a foreign operation is disposed of such that control, significant influence or joint control is lost, the cumulative amount in the translation reserve related to that foreign operation is reclassified to profit or loss as part of the gain or loss on disposal. When the Group disposes of only part of its interest in a subsidiary that includes a foreign operation while retaining control, the relevant proportion of the cumulative amount is reattributed to non-controlling interests.

When the settlement of a monetary item receivable from or payable to a foreign operation is neither planned nor likely to occur in the foreseeable future, foreign exchange gains and losses arising from such a monetary item that are considered to form part of a net investment in a foreign operation are recognised in other comprehensive income, and are presented in the translation reserve in equity.

5.3 Financial instruments

Non-derivative financial assets

The Group initially recognises loans and receivables and deposits on the date that they are originated. All other financial assets (including assets designated at fair value through profit or loss) are recognised initially on the trade date, which is the date that the Group becomes a party to the contractual provisions of the instrument.

The Group derecognises a financial asset when the contractual rights to the cash flows from the asset expire, or it transfers the rights to receive the contractual cash flows on the financial asset in a transaction in which substantially all the risks and rewards of ownership of the financial asset are transferred. Any interest in transferred financial assets that is created or retained by the Group is recognised as a separate asset or liability.

The Group classifies non-derivative financial assets into the following categories: financial assets at fair value through profit or loss, held-to-maturity financial assets, loans and receivables and available-for-sale financial assets.

The Group has financial assets classified in the financial assets at fair value through profit or loss and loans and receivable categories.

Financial assets at fair value through profit or loss

A financial asset is classified at fair value through profit or loss if it is classified as held for trading or is designated as such upon initial recognition. Financial assets are designated at fair value through profit or loss if the Group manages such investments and makes purchase and sale decisions based on their fair value in accordance with the Group's documented risk management or investment strategy. Attributable transaction costs are recognised in profit or loss as incurred. Financial assets at fair value through profit or loss are measured at fair value, and changes therein, which takes into account any dividend income, are recognised in profit or loss.

Loans and receivables

Loans and receivables are financial assets with fixed or determinable payments that are not quoted in an active market. Such assets are recognised initially at fair value plus any directly attributable transaction costs. Subsequent to initial recognition, loans and receivables are measured at amortised cost using the effective interest method, less any impairment losses.

Loans and receivables comprise cash and cash equivalents, loan receivables, trade and other receivables.

Cash and cash equivalents

Cash and cash equivalents comprise cash balances and short-term deposits with maturities of three months or less from the acquisition date that are subject to an insignificant risk of changes in their fair value, and are used by the Group in the management of its short-term commitments. For the purpose of the statement of cash flows, deposits pledged is excluded from cash and cash equivalents.

Non-derivative financial liabilities

The Group initially recognises debt securities issued and subordinated liabilities on the date that they are originated. All other financial liabilities (including liabilities designated at fair value through profit or loss) are recognised initially on the trade date, which is the date that the Group becomes a party to the contractual provisions of the instrument.

The Group derecognises a financial liability when its contractual obligations are discharged, cancelled or expires. The Group considers an exchange of financial liabilities as an extinguishment where it has discharged the liability by paying the creditor or is legally released from primary responsibility for the liability and where the terms of the new liability are substantially different. A gain or loss in profit or loss is recognised for the difference between the carrying value of the existing liability and the sum of the carrying value of the new liability and any consideration or non cash assets paid or transferred.

Financial assets and liabilities are offset and the net amount presented in the statement of financial position when, and only when, the Group has a legal right to offset the amounts and intends either to settle on a net basis or to realise the asset and settle the liability simultaneously.

The Group has designated certain classes of preference shares as a financial liability at fair value through profit or loss account on initial recognition. Directly attributable transaction costs are recognised in profit or loss as incurred. Financial liabilities at fair value through profit or loss are measured at fair value and changes therein, included any dividend are recognised in profit or loss.

All other non-derivative financial liabilities have been classified into the other financial liabilities category. Such financial liabilities are recognised initially at fair value plus any directly attributable transaction costs. Subsequent to initial recognition, these financial liabilities are measured at amortised cost using the effective interest method.

Other financial liabilities comprise convertible promissory notes, and trade and other payables.

Share capital

Ordinary shares

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of ordinary shares are recognised as a deduction from equity, net of any tax effects.

Preference share capital

Preference share capital is classified as equity if it is non-redeemable, or redeemable only at the Company's option, and any dividends are discretionary. Discretionary dividends thereon are recognised as distributions within equity upon approval by the Company's shareholders.

Preference share capital is classified as a financial liability if it is redeemable on a specific date or at the option of the shareholders, or if dividend payments are not discretionary. Non-discretionary dividends thereon are recognised as interest expense in profit or loss as accrued.

Variation clauses

Certain classes of convertible preference shares contain anti-dilution clauses, which are included within the contract with the intention of preserving the rights of the holders of the preference shares relative to other equity holders. Such anti-dilution clauses alter the conversion ratio that may affect its classification as equity. Where the variation clauses cause the 'fixed for fixed' test to fail, the preference shares are classified as liability. In other cases, the preference shares are classified as equity. 'Fixed for fixed' criteria is met when the contract will, or may, be settled by the exchange of a fixed amount of cash or another financial asset for a fixed number of the Company's own equity instruments.

Derivative financial instruments

Derivatives are recognised initially at fair value; any attributable transaction costs are recognised in profit or loss as incurred. Subsequent to initial recognition, derivatives are measured at fair value, and changes therein are generally recognised in profit or loss.

The Group accounts for certain warrants convertible to ordinary shares and preference shares as derivative liabilities as they fail to meet the 'fixed for fixed' criteria required for a contract to be classified as equity.

The classification of a financial instrument or its components as either equity or liability is made at initial recognition and may be reclassified only if there has been an amendment of terms of the instrument or the effective terms of an instrument change without any amendment of the contractual terms.

Embedded derivative and hybrid financial instruments

Derivatives may be embedded in another contractual arrangement (a host contract). The Group accounts for an embedded derivative separately from the host contract when the host contract is not itself carried at fair value through profit or loss, the terms of the embedded derivative would meet the definition of an embedded derivative if they were contained in a separate contract, and the economic characteristics and risks of the embedded derivative are not closely related to the economic characteristics and risks of the host contract.

A hybrid contract is a contract that includes both a non-derivative host contract and one or more embedded derivatives. Hybrid financial instruments issued by the Group comprise convertible notes denominated in United States dollars and Singapore dollars that can be converted to share capital at the option of the holder, where the number of shares to be issued is variable.

The initial bifurcation of a separable embedded derivative does not result in any gain or loss being recognised. The embedded derivative is measured at fair value on initial recognition. The carrying amount of the liability component thus, is the difference between the carrying amount of the convertible note and the fair value of the embedded derivative.

Subsequent to initial recognition, the liability component of convertible notes is measured at amortised cost using the effective interest method. The separated embedded derivatives are measured at fair value, with all changes in fair value recognised in profit or loss.

Interest and gains and losses related to the financial liability component are recognised in profit or loss.

5.4 Property, plant and equipment

Recognition and measurement

Items of property, plant and equipment are measured at cost less accumulated depreciation and accumulated impairment losses.

Cost includes expenditure that is directly attributable to the acquisition of the asset. The cost of self-constructed assets includes:

- the cost of materials and direct labour;
- any other costs directly attributable to bringing the assets to a working condition for their intended use;
- when the Group has an obligation to remove the asset or restore the site, an estimate of the costs of dismantling and removing the items and restoring the site on which they are located; and
- capitalised borrowing costs.

When parts of an item of property, plant and equipment have different useful lives, they are accounted for as separate items (major components) of property, plant and equipment.

The gain or loss on disposal of an item of property, plant and equipment (calculated as the difference between the net proceeds from disposal and the carrying amount of the item) is recognised in profit or loss.

The cost of replacing a component of an item of property, plant and equipment is recognised in the carrying amount of the item if it is probable that the future economic benefits embodied within the component will flow to the Group, and its cost can be measured reliably. The carrying amount of the replaced component is derecognised. The costs of day-to-day servicing of property, plant and equipment are recognised in profit or loss.

Depreciation

Depreciation is based on the cost of an asset less its residual value. Significant components of individual assets are assessed and if a component has a useful life that is different from the remainder of that asset, that component is depreciated separately.

Depreciation is recognised as an expense in profit or loss on a straight-line basis over the estimated useful lives of each component of an item of property, plant and equipment, unless it is included in the carrying amount of another asset. Leased assets are depreciated over the shorter of the lease term and their useful lives unless it is reasonably certain that the Group will obtain ownership by the end of the lease term.

Depreciation is recognised from the date that the property, plant and equipment are installed and are ready for use, or in respect of internally constructed assets, from the date that the asset is completed and ready for use.

The estimated useful lives for the current and comparative years are as follows:

- Furniture, fixtures and office equipment 3 years
- Computer, network and software 3 years
- Machinery and equipment 3 years

Depreciation methods, useful lives and residual values are reviewed at the end of each reporting period and adjusted if appropriate.

5.5 Intangible assets

Research and development

Expenditure on research activities, undertaken with the prospect of gaining new scientific or technical knowledge and understanding, is recognised in profit or loss as incurred.

Development activities involve a plan or design for the production of new or substantially improved products and processes. Development expenditure is capitalised only if development costs can be measured reliably, the product or process is technically and commercially feasible, future economic benefits are probable, and the Group intends to and has sufficient resources to complete development and to use or sell the asset. The expenditure capitalised includes the cost of materials, direct labour, overhead costs that are directly attributable to preparing the asset for its intended use, and capitalised borrowing costs. Other development expenditure is recognised in profit or loss as incurred.

Capitalised development expenditure is measured at cost less accumulated amortisation and accumulated impairment losses.

Other intangible assets

Other intangible assets that are acquired by the Group and have finite useful lives are measured at cost less accumulated amortisation and accumulated impairment losses.

Subsequent expenditure

Subsequent expenditure is capitalised only when it increases the future economic benefits embodied in the specific asset to which it relates. All other expenditure is recognised in profit or loss as incurred.

Amortisation

Amortisation is calculated based on the cost of the asset, less its residual value.

Amortisation is recognised in profit or loss on a straight-line basis over the estimated useful lives of intangible assets from the date that they are available for use. The estimated useful lives for the current and comparative years are as follows:

- Developed technology 10 years
- Licensed royalties 15 years
- Intellectual property 5 years

Amortisation methods, useful lives and residual values are reviewed at the end of each reporting period and adjusted if appropriate.

5.6 Leased assets

Leases in terms of which the Group assumes substantially all the risks and rewards of ownership are classified as finance leases. Upon initial recognition, the leased asset is measured at an amount equal to the lower of its fair value and the present value of the minimum lease payments. Subsequent to initial recognition, the asset is accounted for in accordance with the accounting policy applicable to that asset.

Other leases are operating leases and are not recognised in the Group's statement of financial position.

5.7 Inventory

Inventory is measured at the lower of cost and net realisable value. The cost of inventory is based on the first-in first-out principle, and includes expenditure incurred in acquiring the inventory, production or conversion costs and other costs incurred in bringing them to their existing location and condition. In the case of manufactured inventory and work in progress, cost includes an appropriate share of production overheads.

Net realisable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and estimated costs necessary to make the sale.

5.8 Impairment

(i) Non-derivative financial assets

A financial asset not carried at fair value through profit or loss is assessed at the end of each reporting period to determine whether there is objective evidence that it is impaired. A financial asset is impaired if objective evidence indicates that a loss event has occurred after the initial recognition of the asset, and that the loss event has a negative effect on the estimated future cash flows of that asset that can be estimated reliably.

Objective evidence that financial assets are impaired can include default or delinquency by a debtor, restructuring of an amount due to the Group on terms that the Group would not consider otherwise, indications that a debtor or issuer will enter bankruptcy, adverse changes in the payment status of borrowers or issuers in the Group, economic conditions that correlate with defaults or the disappearance of an active market for a security.

Loans and receivables

The Group considers evidence of impairment for loans and receivables at both a specific asset and collective level. All individually significant loans and receivables are assessed for specific impairment. All individually significant receivables found not to be specifically impaired are then collectively assessed for any impairment that has been incurred but not yet identified. Loans and receivables that are not individually significant are collectively assessed for impairment by grouping together loans and receivables with similar risk characteristics.

In assessing collective impairment, the Group uses historical trends of the probability of default, the timing of recoveries and the amount of loss incurred, adjusted for Group management's judgement as to whether current economic and credit conditions are such that the actual losses are likely to be greater or less than suggested by historical trends.

An impairment loss in respect of a financial asset measured at amortised cost is calculated as the difference between its carrying amount and the present value of the estimated future cash flows, discounted at the asset's original effective interest rate. Losses are recognised in profit or loss and reflected in an allowance account against loans and receivables. Interest on the impaired asset continues to be recognised. When a subsequent event (e.g. repayment by a debtor) causes the amount of impairment loss to decrease, the decrease in impairment loss is reversed through profit or loss.

(ii) Non-financial assets

The carrying amounts of the Group's non-financial assets, other than inventory, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated. An impairment loss is recognised if the carrying amount of an asset or its related cash-generating unit (CGU) exceeds its estimated recoverable amount.

The recoverable amount of an asset or CGU is the greater of its value in use and its fair value less costs to sell. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset or CGU. For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or CGUs.

The Group's corporate assets do not generate separate cash inflows and are utilised by more than one CGU. Corporate assets are allocated to CGUs on a reasonable and consistent basis and tested for impairment as part of the testing of the CGU to which the corporate asset is allocated.

Impairment losses are recognised in profit or loss.

Impairment losses recognised in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

5.9 Employee benefits

Short-term employee benefits

Short-term employee benefit obligations are measured on an undiscounted basis and are expensed as the related service is provided. A liability is recognised for the amount expected to be paid under short-term cash bonus or profit-sharing plans if the Group has a present legal or constructive obligation to pay this amount as a result of past service provided by the employee, and the obligation can be estimated reliably.

Share-based payment transactions

The Group accounts for share-based compensation arrangements with employees using a fair value method which requires the recognition of compensation expense for costs related to all share-based payments including stock options. The fair value method requires the Group to estimate the fair value of share-based payment awards on the date of grant using an option-pricing model. The Group uses the Black-Scholes pricing model to estimate the fair value of options granted that are expensed on a straight-line basis over the vesting period.

The grant date fair value of share-based payment awards granted to employees is recognised as an employee expense with a corresponding increase in equity, over the period that the employees unconditionally become entitled to awards. The amount recognised as an expense is adjusted to reflect the number of awards for which the related service and non-market performance conditions are expected to be met, such that the amount ultimately recognised as an expense is based on the number of awards that meet the related service and non-market performance conditions at the vesting date.

The Group accounts for stock options issued to nonemployees based on the estimated fair value of the awards using the Black-Scholes option-pricing model. The measurement of stock-based compensation is subject to periodic adjustments as the underlying equity instruments vest, and the resulting change in value, if any, is recognised in the Group's consolidated statements of operations during the period the related services are rendered.

5.10 Provisions

A provision is recognised if, as a result of a past event, the Group has a present legal or constructive obligation that can be estimated reliably, and it is probable that an outflow of economic benefits will be required to settle the obligation. Provisions are determined by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability. The unwinding of the discount is recognised as finance cost.

5.11 Revenue

Sale of goods

Revenue from the sale of goods in the course of ordinary activities is measured at the fair value of the consideration received or receivable, net of returns, trade discounts and volume rebates. Revenue is recognised when significant risks and rewards of ownership have been transferred to the customer, recovery of the consideration is probable, the associated costs and possible return of goods can be estimated reliably, there is no continuing management involvement with the goods, and the amount of revenue can be measured reliably. If it is probable that discounts will be granted and the amount can be measured reliably, then the discount is recognised as a reduction of revenue as the sales are recognised.

The Group's customers have no return rights, other than a limited standard warranty.

5.12 Government grants

Government grants are recognised initially as deferred income at fair value when there is reasonable assurance that they will be received and the Group will comply with the conditions associated with the grant. These grants are then recognised in profit or loss as other income on a systematic basis over the useful life of the asset. Grants that compensate the Group for expenses incurred are recognised in profit or loss as other income on a systematic basis in the same periods in which the expenses are recognised.

5.13 Lease payments

Payments made under operating leases are recognised in profit or loss on a straight-line basis over the term of the lease. Lease incentives received are recognised as an integral part of the total lease expense, over the term of the lease.

5.14 Finance income and finance costs

Finance income comprises interest income on funds invested and fair value gains on financial assets and liabilities at fair value through profit or loss. Interest income is recognised as it accrues in profit or loss, using the effective interest method.

Finance costs comprise interest expense on borrowings, unwinding of the discount on provisions, dividends on preference shares classified as liabilities, fair value losses on financial assets and liabilities at fair value through profit or loss and impairment losses recognised on financial assets (other than trade receivables).

Borrowing costs that are not directly attributable to the acquisition, construction or production of a qualifying asset are recognised in profit or loss using the effective interest method.

Foreign currency gains and losses on financial assets and financial liabilities are reported on a net basis as either finance income or finance cost depending on whether foreign currency movements are in a net gain or net loss position.

5.15 Tax

Tax expense comprises current and deferred tax. Current tax and deferred tax is recognised in profit or loss except to the extent that it relates to a business combination, or items recognised directly in equity or in other comprehensive income.

Current tax is the expected tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes.

Deferred tax is not recognised for temporary differences related to investments in subsidiaries to the extent that the Group is able to control the timing of the reversal of the temporary difference and it is probable that they will not reverse in the foreseeable future.

The measurement of deferred taxes reflects the tax consequences that would follow the manner in which the Group expects, at the end of the reporting period, to recover or settle the carrying amount of its assets and liabilities. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the reporting date.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realised simultaneously.

A deferred tax asset is recognised for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilised. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

In determining the amount of current and deferred tax, the Group takes into account the impact of uncertain tax positions and whether additional taxes and interest may be due. The Group believes that its accruals for tax liabilities are adequate for all open tax years based on its assessment of many factors, including interpretations of tax law and prior experience. This assessment relies on estimates and assumptions and may involve a series of judgements about future events. New information may become available that causes the Group to change its judgement regarding the adequacy of existing tax liabilities; such changes to tax liabilities will impact tax expense in the period that such a determination is made.

5.16 Earnings per share

The Group presents basic and diluted earnings per share data for its ordinary shares. Basic earnings per share is calculated by dividing the profit or loss attributable to ordinary shareholders of the Company by the weighted average number of ordinary shares outstanding during the year, adjusted for own shares held. Diluted earnings per share is determined by adjusting the profit or loss attributable to ordinary shareholders and the weighted average number of ordinary shares outstanding, adjusted for own shares held, for the effects of all dilutive potential ordinary shares. There were no dilutive potential ordinary shares in existence for the financial years ended 31 December 2010, 2011 and 2012 and nine-month periods ended 30 September 2012 and 2013.

5.17 Segment reporting

Operating segments are defined as components of an enterprise that engage in business activities for which separate financial information is available and evaluated by the chief operating decision maker in deciding how to allocate resources and assessing performance. The Company's chief operating decision maker is its chief executive officer (CEO). The CEO reviews financial information presented on a consolidated basis, for purposes of allocating resources and evaluating financial performance. The Group has one business activity and there are no segment managers who are held accountable for operations, or plans for levels or components below the consolidated unit level. Accordingly, the Group operates as a single reportable segment.

5.18 Standards and Interpretations not adapted

A number of new standards, amendments to standards and interpretations are effective after the date of these financial statements, and have not been applied in the preparation of these financial statements. None of these are expected to have a significant effect on the financial statements of the group.

6 Property, plant and equipment

	Furniture, fixtures and office equipment $'000	Computer, network and software $'000	Machinery and equipment $'000	Total $'000
Cost or deemed cost				
At 1 January 2010	176	142	498	816
Additions	80	21	178	279
Disposals	(7)	(23)	(19)	(49)
At 31 December 2010	249	140	657	1,046
Additions	572	144	581	1,297
Disposals	(1)	(9)	(3)	(13)
At 31 December 2011	820	275	1,235	2,330
Additions	9	21	68	98
Disposals	(2)	(2)	–	(4)
Effects of movements in exchange rates	29	2	13	44
At 31 December 2012	856	296	1,316	2,468
Additions	8	3	171	182
Effects of movements in exchange rates	(14)	–	(8)	(22)
At 30 September 2013	850	299	1,479	2,628
Accumulated depreciation and impairment losses				
At 1 January 2010	125	105	403	633
Depreciation for the year	47	23	103	173
Disposals	(6)	(23)	(16)	(45)
At 31 December 2010	166	105	490	761
Depreciation for the year	113	53	173	339
Disposals	–	(3)	–	(3)
At 31 December 2011	279	155	663	1,097
Depreciation for the year	243	62	272	577
Effect of movements in exchange rates	3	–	1	4
At 31 December 2012	525	217	936	1,678
Depreciation for the period	176	45	220	441
Effects of movements in exchange rates	(6)	(1)	(4)	(11)
At 30 September 2013	695	261	1,152	2,108
Carrying amounts				
At 1 January 2010	51	37	95	183
At 31 December 2010	83	35	167	285
At 31 December 2011	541	120	572	1,233
At 31 December 2012	331	79	380	790
At 30 September 2013	155	38	327	520

7 Intangible assets

	Developed technology $000	Licensed royalties $000	Intellectual property $000	Total $000
Cost				
At 1 January 2010	2,010	–	–	2,010
Additions	313	172	324	809
At 31 December 2010	2,323	172	324	2,819
Additions	708	–	–	708
At 31 December 2011	3,031	172	324	3,527
Additions	588	–	–	588
Effect of movements in exchange rates	–	–	19	19
At 31 December 2012	3,619	172	343	4,134
Additions	2,854	–	–	2,854
At 30 September 2013	6,473	172	343	6,988
Amortisation				
At 1 January 2010	–	–	–	–
Amortisation for the year	210	11	38	259
At 31 December 2010	210	11	38	259
Amortisation for the year	261	11	67	339
At 31 December 2011	471	22	105	598
Amortisation for the year	318	11	75	404
At 31 December 2012	789	33	180	1,002
Amortisation for the period	242	9	11	262
At 30 September 2013	1,031	42	191	1,264
Carrying amounts				
At 1 January 2010	2,010	–	–	2,010
At 31 December 2010	2,113	161	286	2,560
At 31 December 2011	2,560	150	219	2,929
At 31 December 2012	2,830	139	163	3,132
At 30 September 2013	5,442	130	152	5,724

The intangible assets representing mainly developed technology, licensed royalties and intellectual property that have finite useful lives, over which the assets are amortised.

The amortisation expenses have been included in the cost of sales line in the Consolidated Statements of Comprehensive Income.

8 Subsidiaries and non-controlling interests

		Ownership interest				
	Country of incorporation	31 December 2010	31 December 2011	31 December 2012	30 September 2012	30 September 2013
		%	%	%	%	%
TriReme Medical, LLC	United States of America	100	100	100	100	100
Quattro Vascular Pte Ltd.	Singapore	65	46	44	44	100
TriReme Singapore Pte Ltd	Singapore	100	100	100	100	100

KPMG LLP is the auditor of all the above subsidiaries.

Acquisition of non-controlling interests

As of 31 December 2010, 2011, 2012 and 11 July 2013, the Group owned 65.18%, 45.74%, 43.49% and 42.10% of Quattro on an as-converted basis. Because the Group is able to govern the financial and operating policies of Quattro, the Group has been consolidating Quattro since it has been established in 2010.

On 11 July 2013, the Group underwent a restructuring exercise whereby the shareholders of Quattro exchanged their respective ownership interests in the investee for an ownership interest in the Company (see Note 2). Subsequent to the restructuring, Quattro became a wholly owned subsidiary of the Company. Since Quattro is controlled by the Group both before and after the restructuring, the change in the Group's interest in Quattro in July 2013 is accounted for as a transaction with owners in their capacity as owners. Therefore no adjustments are made to goodwill and no gain or loss is recognised in profit or loss. The adjustments to non-controlling interests resulting from the above acquisition are based on a proportionate amount of the net assets of the subsidiary and are recognised in equity.

9 Deferred tax assets and liabilities

Unrecognised deferred tax assets and liabilities

Deferred tax assets and liabilities have not been recognised in respect of the following items:

	31 December 2010	31 December 2011	31 December 2012	30 September 2012	30 September 2013
	$'000	$'000	$'000	$'000	$'000
Deductible temporary differences	5,841	6,256	5,192	2,771	5,612
Research and development tax credits	1,198	1,566	1,785	1,384	1,508
Tax losses	46,714	73,158	81,265	79,409	48,147
	53,753	80,980	88,242	83,564	55,267

The Group's ability to utilise, in the future, the tax losses and other tax credits relating to its subsidiary incorporated in the United States of America, may be subject to substantial restrictions in the event of past or future ownership changes as defined in Section 382 of the Internal Revenue Code of United States of America and similar state tax laws. Such annual limitations could result in the expiration of the tax losses and tax credits before utilisation.

As of 30 September 2013, the Group has unrecognised tax losses for federal and state income tax purposes of approximately $12,271,000 and $26,034,000, respectively, which expire beginning after the year 2027 and 2017, respectively.

As of 30 September 2013, the Group has federal and state research and development tax credits of $737,000 and $771,000, respectively. The federal research and development tax credits expire beginning 2027 and the state research and development tax credits have no expiration.

The remaining tax losses and deductible temporary differences do not expire under current tax legislation.

Deferred tax assets have not been recognised in respect of these items because it is not probable that future taxable profit will be available against which the Group can utilise the benefits therefrom.

10 Inventory

	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Raw materials	210	837	1,087	708	1,306
Work in progress	–	760	701	963	799
Finished goods	143	687	1,037	1,030	983
	353	2,284	2,825	2,701	3,088
Inventory included in cost of sales	899	2,110	2,171	1,580	3,923

11 Trade and other receivables

	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Trade receivables	120	430	217	216	947
Loan receivable	–	–	–	–	8,630
Prepayments	105	111	56	157	85
Others	69	572	269	634	249
Total receivables	294	1,113	542	1,007	9,911

Loan receivable amounted to $8,630,000 as at 30 September 2013 and related to the convertible promissory notes issued by the Company to various investors on 24 September 2013. The amount was repaid in its entirety, in October 2013.

The Company's exposure to credit and currency risks and impairment losses related to trade and other receivables are disclosed in Note 20. To date, the Company has not established an allowance for doubtful accounts as there has not been a history of uncollected balances.

12 Cash and cash equivalents

	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Bank balances	6,571	5,009	4,898	2,650	2,269
Deposits pledged	89	89	99	99	98
Total cash and cash equivalents	6,660	5,098	4,997	2,749	2,367

Amounts in deposits pledged relate to security for various company credit cards both in the United States of America and Singapore.

13 Share capital and reserves

Share capital	Number of ordinary shares	Number of shares of convertible preference shares
30 September 2013		
In issue at date of incorporation	1	–
Issuance of shares for acquisition of subsidiaries' share capital	4,399,198	–
Conversion of old preference shares of subsidiaries to series A1 to A6 preference shares	–	8,881,537
Conversion of old convertible notes of subsidiaries to series B preference shares	–	6,496,812
Issuance of series B preference shares for each consideration	–	1,141,297
Exercise of share options	708	–
In issue at 30 September 2013	4,399,907	16,519,646

Ordinary shares

The holders of ordinary shares are entitled to receive dividends as and when declared by the Board of Directors subject to prior rights of the preferred shareholders. The holders of each ordinary share are entitled to one vote per share at meetings of the Company. The holders of ordinary shares have a right to participate in electing members of the Board of Directors of the Company.

Convertible preference shares

The Company has issued convertible preference shares of Series A-1, A-2, A-3, A-4, A-5, A-6 and Series B which are entitled to receive non-cumulative dividends, out of any assets legally available, prior and in preference to any declaration of payment of any dividend on the ordinary shares of the Company. For further information on the convertible preference shares, please refer to Note 14.

Other reserve

Merger reserve

Included in other reserve was reserve which represents the combined amount of issued capital of respective subsidiaries under common control that were subsequently combined to form the Group under the restructuring exercise as described in Note 2.

Warrants

The Group has issued warrants in conjunction with certain convertible preference shares. For further information on the warrants issued on these convertible preference shares, please refer to Note 19.

Translation reserve

The foreign currency translation reserve comprises all foreign currency differences arising from the translation of the financial statements of foreign operations.

Share-based payment reserve

The share-based payment reserve comprises the cumulative value of employee services received for the issue of share options. When options are exercised, the cumulative amount in the share-based payment reserve which relates to the consideration received in the form of employee services is transferred to share capital.

14 Loans and borrowings

	Note	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Convertible preference shares	14	21,152	27,510	19,097	21,385	–
Convertible notes	15	–	6,255	18,253	13,364	11,633
		21,152	33,765	37,350	34,749	11,633
Current loans and borrowings		–	–	11,359	6,556	3,854
Non-current loans and borrowings		21,152	33,765	25,991	28,193	7,779
		21,152	33,765	37,350	34,749	11,633

Convertible preference shares

In 2010, TMI US issued 14,124,668 shares of Series D convertible preference shares for total gross proceeds of $8,055,000 and Quattro issued 800,000 shares of Series A convertible preference shares for total gross proceeds of S$1,080,000 (equivalent to $801,000 at the exchange rate prevailing at the date of transaction).

In 2010, TMI US also approved the conversion of 1,200,827 Series A preference shares, 923,680 Series B preference shares and 1,172,718 Series C preference shares to common shares at a conversion rate of $1.00, $1.52 and $1.36, respectively.

In 2011, Quattro issued 800,000 shares of Series A convertible preference shares for total gross proceeds of S$1,080,000 (equivalent to $874,000 at the exchange rate prevailing at the date of transaction) and 1,866,666 shares of Series B convertible preference shares for total gross proceeds of S$5,040,000 (equivalent to $4,077,000 at the exchange rate prevailing at the date of transaction).

In 2012, Quattro issued 444,444 shares of Series B convertible preference shares for total gross proceeds of S$1,200,000 (equivalent to $948,000 at the exchange rate prevailing at the date of transaction).

In 2013, Quattro issued 296,296 shares of Series B convertible preference shares for total gross proceeds of S$800,000 (equivalent to $640,000 at the exchange rate prevailing at the date of transaction).

Pursuant to the restructuring completed on 11 July 2013 (see Note 2), each Series A convertible preference share of Quattro was exchanged for 1 share of the Company's Series A-1 convertible preference shares; each Series B convertible preference share of Quattro was exchanged for 1 share of the Company's Series A-2 convertible preference shares; each Series A convertible preference share of TMI US was exchanged for 0.1729481 shares of the Company's Series A-3 convertible preference shares; each Series B convertible preference share of TMI US was exchanged for 0.1729481 shares of the Company's Series A-4

convertible preference shares; each Series C convertible preference share of TMI US was exchanged for 0.1729481 shares of the Company's Series A-5 convertible preference shares; and each Series D convertible preference share of TMI US was exchanged for 0.1729481 shares of the Company's Series A-6 convertible preference shares.

After the closing of restructuring, the Company also issued 1,141,297 shares of Series B convertible preference shares for cash of S$4,200,000 (equivalent to $3,290,000 at the exchange rate prevailing at the date of transaction).

As of 30 September 2013, the Company's convertible preference shares consisted of the following:

Series	Shares Issued and Outstanding	Liquidation Preference Per share	Conversion Price	Total Liquidation Preference	Carrying Value	Carrying Value
A-1	1,600,000	S$1.35	S$1.35	S$2,160,000	S$2,707,932	$2,121,719
A-2	2,607,406	S$2.70	S$2.70	S$7,039,996	S$6,200,125	$4,857,922
A-3	185,120	S$7.37655	S$7.37655	S$1,365,547	S$1,020,328	$799,447
A-4	231,809	S$11.21236	S$11.21236	S$2,599,126	S$1,934,189	$1,515,476
A-5	890,172	S$10.03211	S$10.03211	S$8,930,303	S$6,648,669	$5,209,365
A-6	3,367,030	S$4.20463	S$3.36371	S$14,157,115	S$18,460,195	$14,463,932
B	7,638,109	S$3.68	S$3.68	S$28,108,241	S$23,274,879	$18,236,334
Total	16,519,646			S$64,360,328	S$60,246,317	$47,204,195

The rights, preferences, privileges, and restrictions of the convertible preference shares are summarised as follows:

- The holders of all series of convertible preference shares are entitled to voting rights equal to the number of shares of common shares into which each share of convertible preference shares could be converted into. Except for the holder of convertible preference shares for Quattro, the holder of the other preference share are also entitled to elect members of the Board of Directors.

- The holders of convertible preference shares are entitled to receive non-cumulative dividends, out of any assets legally available, prior and in preference to any declaration or payment of any dividend on the common shares of the Group. Such dividends are payable when, as and if declared by the Board of Directors, and are not cumulative. No dividends have been declared to date.

- In the event of any liquidation, dissolution or winding up of the Group, either voluntary or involuntary, the holders of convertible preference shares are entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Group to the holders of shares of common shares, plus any declared but unpaid dividends on such shares.

- A restructuring, consolidation or sale of all or substantially all of the assets of the Group in which the shareholders of the Group immediately prior to the transaction possess less than 50% of the voting power of the surviving entity (or its parent) immediately after the transaction shall be deemed a liquidation, dissolution or winding up of the Group.

- Each share of convertible preference shares, at the option of the holder, is convertible into the number of fully paid and non-assessable shares of common shares at conversion price in effect at the time of conversion.

- Conversion is automatic at its then effective conversion price immediately upon the closing of a firm commitment underwritten public offering subject to certain threshold.

- Convertible preference shares Series A, Series B, Series C and Series D that were issued prior to the restructuring exhibit the characteristics of a liability due to an adjustment feature on the conversion price upon subsequent financing that did not meet the fixed-for-fixed criterion under FRS 32 *Financial Instruments: Presentation* to qualify for equity treatment, and classified as liability.

- Convertible preference shares Series A-1, A-2, A-3, A-4, A-5, A-6 and Series B that was issued post Restructuring meet the fixed-for-fixed criterion under FRS 32 and therefore qualify for equity treatment, and was classified as equity.

15 Convertible notes

	Note	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Face value of the convertible notes		–	6,927	19,942	14,837	15,988
Fair value of option	18	–	764	1,519	1,385	9,063
Amortised cost of liability component	14	–	6,255	18,253	13,364	11,633

- On 3 August 2011, TMI Singapore issued convertible promissory notes for total gross proceeds of S$5,000,000 (equivalent to $4,152,000 at the exchange rate prevailing on the date of transaction). The principal amount of the notes and accrued interest, if any, will become repayable on demand on or after August 2014. The notes bear an interest rate of 6% per annum and an additional 5% interest payable on any overdue interest.

  Upon the earlier of an initial public offering ("IPO") or a change of control event, 50% of the principal amount of the notes and accrued interest will be automatically converted into ordinary shares. The balance 50% of the principal amount of the notes and accrued interest will be paid back to the note holders within 5 business days after the conversion date.

Where there is a change of control event, the conversion price will be 50% of the price per ordinary share actually payable at the initial closing to all holders of ordinary shares. In case of an IPO, the conversion price will be 50% of the price per ordinary share at which these shares are initially sold to the public on a stock exchange.

- On 22 November 2011, TMI Singapore issued additional convertible promissory notes to investors for total proceeds of S$4,000,000 (equivalent to $3,074,000 at the exchange rate prevailing on the date of transaction) with terms matching the existing convertible promissory notes issued on 3 August 2011. The principal amount of these notes and accrued interest, if any, will become repayable on demand on or after November 2014.

  On the date of restructuring, 11 July 2013, both promissory notes have been assigned to the Company. Subsequently, the Company terminated these notes and issued new convertible promissory notes to the same investors. The terms of the new notes were modified to allow conversion of up to 100% of the principal amount of the notes plus any accrued interest, into ordinary shares, as well as a change of the conversion price to 100% of the price per ordinary share as at the date of change of control of the issuer or up on an IPO.

  Thus, the initial liability with TMI Singapore has been extinguished and a new liability with the Company has been recognised. The difference between the carrying amounts of the financial liability extinguished and the new liability assumed has been recognised in profit or loss amounting to $1,231,000 and $985,000 respectively for August 2011 notes and November 2011 notes.

  The economic characteristics and risks of the embedded derivative within the promissory note are not closely related to the host debt contract and thus, the option is required to be separated and accounted for as a stand-alone derivative. At inception, the embedded derivative has been fair valued and the carrying amount of the liability component is measured at amortised cost using the effective interest rate method.

- On 27 January 2012, TMI US issued convertible promissory notes for total gross proceeds of $4,000,000. The principal amount of the notes will be repayable on demand on or after January 2013.

  Similarly, on 10 July 2012, the TMI US issued convertible promissory notes for total gross proceeds of $3,507,000. The principal amount of the notes will be repayable on demand on or after July 2013.

  And further, on 12 June 2013, the TMI US issued convertible promissory notes for total gross proceeds of $350,000. The principal amount of the notes will be repayable on demand on or after June 2014.

  All the above notes bear an interest of 8% per annum. The notes will be automatically convertible into shares issued, within one year of issue, by TMI US or a new holding company in a subsequent financing at a price per share equal to 85% of the price per share at which it will be sold to cash investors. Subsequently after one year completion,

the note holders have an option to convert the notes either into Series D preference shares at $0.57 per share or the shares issued by the holding company through subsequent financing at the price of the original issue.

The economic characteristics and risks of the embedded derivatives within the promissory notes issued in January 2012, July 2012 and June 2013 are not closely related to the host debt contract and thus, the option is required to be separated and accounted for as a stand-alone derivative. At inception, the embedded derivative has been fair valued and the carrying amount of the liability component is measured at amortised cost using the effective interest rate method.

The notes issued on 27 January 2012 were modified in July 2012 to extend the original terms of the notes and to extend the date of automatic conversion deadline to July 2013. These modified terms resulted in incremental fair value loss of $30,000 to the embedded derivative which was recognised in the profit or loss at the date of modification.

At the date of restructuring, the outstanding principal and accrued interest of the promissory notes issued by TMI US in January and July 2012 were converted into Series B preference shares of the Company at the conversion price of S$3.68 (equals to $2.88 at the exchange rate prevailing on the date of transaction).

- On 16 November 2012, TMI Singapore issued convertible promissory notes for total gross proceeds of S$6,222,000 (equals to $5,082,000 at the exchange rate prevailing on the date of transaction). The principal amount of the notes and accrued interest, if any will become repayable on demand on or after November 2013.

  On 10 April and 30 April 2013, TMI Singapore issued convertible promissory notes for total gross proceeds of S$2,640,000 (equivalent to $2,132,000 at the exchange rate prevailing on the date of transaction). The principal amount of the notes and accrued interest, if any, will become repayable on demand on or after April 2014.

  During June 2013, TMI Singapore issued convertible promissory notes for total gross proceeds of S$3,681,000 (equivalent to $2,936,000 at the exchange rate prevailing on the date of transaction). The principal amount of the notes and accrued interest, if any, will become repayable on demand on or after June 2014.

  All the above notes bear an interest of 8% per annum. The notes will be automatically convertible into shares issued, within one year of issue, by the new holding company in a subsequent financing at a price per share equal to the price which it will be sold to cash investors. Subsequently after one year completion, the note holders have an option to convert the notes either into Series D preference shares of TMI US at $0.57 per share or the shares issued by the new holding company through a subsequent financing at the price of the original issue.

The economic characteristics and risks of the embedded derivatives within the promissory notes issued in November 2012, April 2013 and June 2013 are not closely related to the host debt contract and thus, the option is required to be separated and accounted for as a stand-alone derivative. At inception, the embedded derivative has been fair valued and the carrying amount of the liability component is measured at amortised cost using the effective interest rate method and is recognised in the profit or loss.

At the date of restructuring, the outstanding principal and accrued interest of all of the above promissory notes issued by TMI Singapore were converted into Series B preferred share of the Company at the conversion price of S$3.68.

- On 24 September 2013, the Company issued convertible promissory notes to various investors for total gross proceeds of S$11,100,000 (equivalent to $8,873,000 at the exchange rate prevailing on the date of transaction). The principal amount of the notes and accrued interest, if any will become repayable on demand of the holder in September 2015. The notes bear an interest rate of 8% per annum.

  Upon an IPO by September 2014, the principal amount of the notes and accrued interest, if any, will be convertible into ordinary shares of the Company at a 35% discount from the IPO price and at a 40% discount from the IPO price if the IPO is completed after September 2014. No interest will be due if the notes are converted into ordinary shares within one year.

  The economic characteristics and risks of the embedded derivative within the promissory notes are not closely related to the host debt contract and thus, the option is required to be separated and accounted for as a stand-alone derivative. At inception, the embedded derivative has been fair valued and the carrying amount of the liability component is measured at amortised cost using the effective interest rate method and is recognised in the profit or loss.

16 Share-based payment arrangements

Description of the share-based payment arrangements

During the years ended 31 December 2010, 2011 and 2012 and the nine-month periods ended 30 September 2012 and 2013, the Group has the following share-based payment arrangements:

Share option programme (equity-settled)

On September 2005 ("2005 stock plan"), November 2010 ("2010 stock plan"), and September 2013 ("2013 stock plan") the Group established a share option programme that entitles certain employees and consultants to purchase shares in the Company. In accordance with these programmes, holders of vested options are entitled to purchase shares at the market price of the shares at the date of grant.

The terms and conditions related to the grants of the share option programme are as follows; all options are to be settled by physical delivery of shares.

Grant date/employees entitled	Number of instruments in thousands	Vesting conditions*	Contractual life of options
Grants Existing as at January 1, 2010	2,292	1, 2, 3, 4, 5, 6, 13, 14, 15	10 years
2010-Employees, Consultants, Key Management	2,592	3, 4, 5, 6	10 years
2011-Employees, Consultants, Key Management	4,430	4, 6, 7, 8	10 years
2012-Employees, Consultants, Key Management	2,310	3, 4, 5, 6, 8, 9, 10, 11	10 years
Through Sept 30, 2013-Employees, Consultants and Key Management	4,784	6, 12	10 years
Total share options	16,408		

* Each set of share option grants has multiple vesting conditions.

Vesting Conditions

1. 1,500 vesting at start date; 1,500 vesting on last day of month
2. Rateable over one year (1/12 per month)
3. Rateable over two years (1/24 per month)
4. Rateable over three years (1/36 per month)
5. Rateable over four years (1/48 per month)
6. 25% after one year; rateable over four years (1/48 per month) thereafter
7. 25% at start date; rateable over three years (1/36 per month) thereafter
8. 25% at start date; rateable over four years (1/48 per month) thereafter
9. 25% after one year; rateable over three years (1/36 per month) thereafter
10. 25% at start date; 25% per year thereafter
11. 50% at start date; rateable over two years
12. 50% at start then rateable over three years (1/36 per month) thereafter
13. 100% vesting at start date

14. 100% vesting at milestone completion date

15. One third on 31 May 2006, 30 September 2006, 31 December 2006 respectively

Vested stock options may be exercised up to ten years from the vesting commencement date.

Measurement of fair values

The fair value of all other share-based payment plans was measured based on the Black-Scholes pricing-model. Estimates of the volatility of our common stock were based on available information on the volatility of the common stock of comparable, publicly-traded companies and estimates of expected term were based on the estimated time to liquidity event.

Equity-settled share-based payment plans

The inputs used in the measurement of the fair values at grant date of the equity-settled share-based payment plans are as follows:

	← Financial year ended →			← Nine-month period ended →	
	31 December 2010	**31 December 2011**	**31 December 2012**	**30 September 2012**	**30 September 2013**
Fair value at grant date (weighted average)	$0.5 – $0.10	$0.5 – $0.08	$0.05 – $0.06	$0.06 – $0.07	$0.40
Share price at grant date	$0.10 – $0.21	$0.10 – $0.18	$0.10 – $0.14	$0.11 – $0.14	$0.85
Exercise price	$0.10 – $0.21	$0.10 – $0.18	$0.10 – $0.14	$0.11 – $0.14	$0.85
Expected volatility (weighted average)	47%	47%	47%	47%	50%
Expected life (weighted average)	5.9 – 6.1	5.8 – 5.9	5.7 – 5.9	5.7 – 6.0	5.5
Expected dividends	–	–	–	–	–
Risk-free interest rate (weighted average based on government bonds)	1.3% – 2.8%	1.4% – 2.1%	0.9% – 1.0%	1.0%	1.8%
Share-based compensation expense	$141,000	$227,000	$203,000	$157,000	$1,804,000

Reconciliation of outstanding share options

The number and weighted average exercise prices of share options under share option programme, replacement awards and share purchase plan is as follows:

	Weighted average exercise price	Number of options	Weighted average exercise price	Number of options	Weighted average exercise price	Number of options	Weighted average exercise price	Number of options	Weighted average exercise price	Number of options
	31/12/2010	31/12/2010	31/12/2011	31/12/2011	31/12/2012	31/12/2012	30/09/2012	30/09/2012	30/09/2013	30/09/2013
	$	'000	$	'000	$	'000	$	'000	$	'000
Outstanding at 1 January	0.07	2,292	0.10 – 0.11	4,749	0.10 – 0.12	8,333	0.10 – 0.12	8,333	0.11	10,363
Forfeited during the year	0.29	(135)	0.10 – 0.27	(815)	0.11 – 0.13	(270)	0.11 – 0.13	(231)	0.11	(216)
Exercised during the year	–	–	0.10 – 0.14	(31)	0.10	(10)	0.10	(4)	0.10 – 0.11	(25)
Granted during the year	0.10 – 0.11	2,592	0.10 – 0.15	4,430	0.10	2,310	0.10	667	0.85	4,784
Outstanding at 31 December/ 30 September	0.10 – 0.11	4,749	0.10 – 0.12	8,333	0.11	10,363	0.11 – 0.18	8,765	0.14 – 0.85	14,906
Exercisable at 31 December/ 30 September	0.10 – 0.22	1,779	0.10 – 0.19	4,599	0.11 – 0.12	7,314	0.11 – 0.12	5,998	0.12 – 0.85	10,691

The options outstanding at 30 September 2013 have an exercise price in the range of $0.11 to $0.85 (30 September 2012: $0.10 to $0.31) and a weighted average contractual life of 5.43 years (30 September 2012: 5.75 years).

The options outstanding at 31 December 2012 have an exercise price in the range of $0.11 to $0.31 and a weighted average contractual life in the range of 5.7 and 5.9 years.

The options outstanding at 31 December 2011 have an exercise price in the range of $0.11 to $0.31 and a weighted average contractual life in the range of 5.7 and 5.9 years.

The options outstanding at 31 December 2010 have an exercise price in the range of $0.11 to $0.31 and a weighted average contractual life in the range of 5.9 to 6.1 years.

Modification of shares options

In June 2012, the Group offered all eligible share option holders under the 2005 stock plan the option of re-pricing their share options in order to match the existing stock price of the Group, which was valued at $0.10 at the time. 39 eligible share option holders holding a total of 5 million share options took advantage of the offer and opted to have their share options re-priced. The incremental fair value granted as a result of the re-pricing of these share options was $73,000.

In July 2013, all share options issued and outstanding under the 2005 and 2010 stock plans were converted to the 2013 stock plan. No further options will be issued under the 2005 and 2010 stock plans. The incremental fair value granted as a result of the conversion of these share options was $1,394,000.

The fair value of all share options that were modified in 2012 and 2013 was measured based on the Black-Scholes pricing-model. The estimates of the volatility input were based on the common stock of comparable, publicly-traded companies. The inputs used in the measurement of the fair values at the modification dates are as follows:

	2012 Re-pricing		2013 Conversion			
	2005 Stock Plan		2005 Stock Plan		2010 Stock Plan	
	Pre-modification	Post-modification	Pre-modification	Post-modification	Pre-modification	Post-modification
Fair value at grant date (weighted average)	$0.04	$0.05	$0.05	$0.48	$0.09	$0.58
Share price at grant date (weighted average)	$0.10	$0.10	$0.10	$0.85	$0.15	$0.85
Exercise price (weighted average)	$0.17	$0.12	$0.12	$0.68	$0.11	$0.11
Expected volatility (weighted average)	47%	47%	47%	47%	47%	47%
Expected life (weighted average)	8.18	8.18	6.88	6.88	7.56	7.56
Expected dividends	–	–	–	–	–	–
Risk-free interest rate (based on government bonds)	1.4%	1.4%	1.8%	1.8%	2.0%	2.0%

17 Deferred income

	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Non-current	–	1,000	1,000	1,000	–
Current	–	70	–	–	948
	–	1,070	1,000	1,000	948

Deferred income relates to advances received from a customer for a product designed specifically for the Japan market. The delivery on the balance of the commitment is likely to occur in 2014.

18 Trade and other payables, including derivatives

	Note	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Non-current:						
Provisions		148	181	165	169	142
Warrants	19	574	508	792	269	–
Embedded derivatives	15	–	764	1,451	1,231	6,318
		722	1,453	2,408	1,669	6,460
Current:						
Trade payables		393	1,153	896	744	2,123
Accrued expenses		735	955	1,123	889	2,273
Provisions		55	45	45	45	50
Accrued interest		–	114	1,051	724	909
Embedded derivatives	15	–	–	68	154	2,745
		1,183	2,267	3,183	2,556	8,100
Trade and other payables						
Non-current		722	1,453	2,408	1,669	6,460
Current		1,183	2,267	3,183	2,556	8,100
		1,905	3,720	5,591	4,225	14,560

19 Warrants

Fair value of warrants

Name of Issuer	Date of Issue	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
TMI US	5-Nov-09	574	501	375	–	–
Quattro	30-Jun-11	–	7	2	3	–
TMI Singapore	16-Nov-12	–	–	207	–	–
TMI US	31-Jan-12	–	–	101	120	–
TMI US	31-Jul-12	–	–	107	146	–
Quattro	22-Mar-13	–	–	–	–	–
	Total	574	508	792	269	–

- TMI Singapore issued warrants in conjunction with their convertible notes issued in November 2012, April 2013 and June 2013, amounting to 25% of the principal amount of $12,542,000. The warrants are convertible to equity shares at an exercise price of S$0.01. The warrants are exercisable upon issuance until the first to occur of (i) the

seven-year anniversary, (ii) an IPO, or (iii) a change of control. The warrants are exercisable for the number of shares that equals the quotient obtained by dividing (a) the warrant coverage amount by (b) the note's conversion price.

The Group accounts for these warrants as derivatives and is recognised at fair value with fair value changes recognised through profit or loss account prior to date of restructuring.

However, on the date of restructuring there has been a change in the effective terms of the warrants, primarily, on account of the number of shares to be issued and exercise price. This has resulted in the warrants to be reclassified from liability to equity.

- TMI US issued warrants in conjunction with their convertible notes issued in January and July 2012 amounting to 20% of the principal amount of $7,506,000. The warrants are convertible to equity shares at an exercise price equal to (a) the price per share paid for the special series of preference shares or (b) $0.57 if this warrant is exercisable for Series D convertible preference shares. The warrants are exercisable until the earlier of (i) January 2016, (ii) an IPO, and (iii) a change of control. The warrants are exercisable for number of shares that equals the quotient obtained by dividing (a) the warrant coverage amount by (b) the exercise price.

  TMI US also issued warrants in June 2013 amounting to 25% of the principal amount of $350,000. The warrants are convertible to equity shares at an exercise price of $0.01. The warrants are exercisable upon issuance until the first to occur of (i) the seven-year anniversary, (ii) an IPO, or (iii) a change of control. The warrants are exercisable for the number of shares that equals the quotient obtained by dividing (a) the warrant coverage amount by (b) the note's conversion price.

  The Group accounts for these warrants as derivatives and is recognised at fair value with fair value changes recognised through profit or loss account prior to date of restructuring.

  However, on date of restructuring there has been a change in the effective terms of the warrants, primarily, on account of the number of shares to be issued and exercise price. This has resulted in the warrants to be reclassified from liability to equity.

- TMI US issued 3,508,771 warrants in conjunction with their issue of Series D preference shares in November 2009. The warrants are convertible to Series D preference shares at an exercise price of $0.57 per share. The warrants were originally exercisable within 3 years from the inception date i.e. 5 November 2012 and later extended on 16 November 2012 for 4 more years. The extension was a result of the notes financing events during the last quarter of 2012. The modification resulted in an additional fair value difference recognised through the profit or loss account amounting to $428,000.

  The above warrants were later restructured on the date of restructuring to be convertible to 606,834 Series A-6 preference shares of the Company at an exercise price of S$3.30 per share. All other terms remain unchanged.

The Group accounts for these warrants as derivatives prior to the date of merger and is recognised at fair value with fair value changes recognised through the statement of other comprehensive income. However, on the date of restructuring there has been a change in the effective terms of the warrants. This has resulted in the warrants to be reclassified from liability to equity.

- Quattro issued 111,111 and 74,074 warrants respectively in June 2011 and March 2013 in conjunction with its Series B preference shares. The warrants are convertible to Series B preference shares at an exercise price of S$2.70 and S$0.01 respectively.

  The above preference shares have been restructured on the date of restructuring to be convertible to Series A-2 preference shares of the Company with all other terms remaining the same.

  The Group has accounted for these warrants as derivatives prior to the date of merger and were initially recognised at fair value with fair value changes in subsequent periods recognised in profit or loss. However, on the date of restructuring there has been a change in the effective terms of the warrants and as such, the warrants were reclassified from a component of non-current liabilities to a component equity attributable to owners of the Company. This has resulted in the warrants being reclassified from liability to equity.

20 Financial risk management

Overview

The Group has exposure to the following risks from its use of financial instruments:

- credit risk
- liquidity risk
- market risk

This note presents information about the Group's exposure to each of the above risks, the Group's objectives, policies and processes for measuring and managing risk, and the Group's management of capital.

Risk management framework

The Board of Directors has overall responsibility for the establishment and oversight of the Group's risk management framework. The Group's risk management policies are established to identify and analyse the risks faced by the Group, to set appropriate risk limits and controls, and to monitor risks and adherence to limits. Risk management policies and systems are reviewed regularly to reflect changes in market conditions and the Group's activities. The Group, through its training and management standards and procedures, aims to develop a disciplined and constructive control environment in which all employees understand their roles and obligations.

The Board of Directors oversees how management monitors compliance with the Group's risk management policies and procedures, and reviews the adequacy of the risk management framework in relation to the risks faced by the Group.

Credit risk

Credit risk is the risk of financial loss to the Group if a customer or counterparty to a financial instrument fails to meet its contractual obligations, and arises principally from the Group's receivables from customers and investment securities.

The Group's exposure to credit risk is influenced mainly by the individual characteristics of each customer. However, management also considers the demographics of the Group's customer base, including the default risk of the industry and geographical region in which customers operate, as these factors may have an influence on credit risk.

The Group has established a credit policy under which each new customer is analysed individually for creditworthiness before the Group's standard payment and delivery terms and conditions are offered. The Group's review includes external ratings, when available, and in some cases bank references.Purchase limits are established for each customer, which represents the maximum open amount without requiring approval from Executive Management; these limits are reviewed quarterly. Customers failing to meet the Group's benchmark creditworthiness may transact with the Group only on a prepayment basis.

The carrying amount of financial assets in the statement of financial position represents the Group's maximum exposure to credit risk, before taking into account any collateral held. The Group does not hold any collateral in respect of its financial assets.

The ageing of trade and other receivables at the reporting date were as follows:

Ageing of trade and other receivables (including loan receivable)

	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Neither past due or impaired	189	725	406	746	9,397
Past due 0-30 days	–	147	64	92	330
Past due 31-90 days	–	130	14	12	99
Past due 91-180 days	–	–	2	–	–
Greater than 180 days past due	–	–	–	–	–
Total	189	1,002	486	850	9,826

The maximum exposure to credit risk for trade and other receivables (including loan receivable) at the reporting date analysed by geographical region were as follows:

	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
North America	73	329	189	184	806
Asia	50	593	278	626	8,999
European Union	66	80	19	40	21
Other	–	–	–	–	–
Total	189	1,002	486	850	9,826

Liquidity risk

Risk management policy

Liquidity risk is the risk that the Group will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The Group's approach to managing liquidity is to ensure, as far as possible, that it will always have sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Group's reputation.

The Group's liquidity needs include working capital expenditures, conduct of research and development, testing and regulatory compliance activities, business development activities and paying down outstanding debt. To meet its liquidity needs, the Group primarily relies on financing in the form of issuance of convertible notes. During the year, the Group has raised funds through convertible promissory notes issued by TMI US and TMI Singapore.

The following are the contractual maturities of the Group's financial liabilities, including estimated interest payments:

	Carrying amount $'000	Contractual cash flows $'000	Up to 6 months $'000	6-12 months $'000	1-2 years $'000	2-5 years $'000	> 5 years $'000	Total $'000
31 December 2010								
Non-derivative financial liabilities								
Trade and other payables	1,331	1,684	1,182	2	20	160	320	1,684
31 December 2011								
Non-derivative financial liabilities								
Trade and other payables	2,448	3,788	2,373	218	456	461	280	3,788

	Carrying amount $'000	Contractual cash flows $'000	Up to 6 months $'000	6-12 months $'000	1-2 years $'000	2-5 years $'000	> 5 years $'000	Total $'000
31 December 2012								
Non-derivative financial liabilities								
Trade and other payables	3,280	3,806	2,645	402	359	160	240	3,806
30 September 2012								
Non-derivative financial liabilities								
Trade and other payables	2,571	3,325	2,129	327	441	188	240	3,325
30 September 2013								
Non-derivative financial liabilities								
Trade and other payables	5,497	6,586	4,998	493	735	160	200	6,586

Interest rate risk

Risk management policy

Interest rate risk is the risk associated with holding fixed-rate and floating-rate instruments in a changing interest-rate environment.

The Group adopts a policy of ensuring that of its exposure to changes in interest rates on borrowings is on a fixed-rate basis, taking into account assets with exposure to changes in interest rates.

	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Fixed rate instruments					
Financial assets	89	89	99	99	98
Financial liabilities	–	(6,927)	(19,942)	(14,837)	(15,988)
	89	(6,838)	(19,843)	(14,738)	(15,890)

The Group did not have any variable rate instruments on the balance dates included in these financial statements.

The Group does not have any available for sale financial assets or cash flow hedge relationships. As such, a change in interest rates at the reporting date does not affect the Group's equity balance.

In addition, the Group measures its fixed rate instruments at amortised cost. As such, a change in interest rates at the reporting date would not affect the carrying value of fixed rate instruments.

Market risk

Market risk is the risk that changes in market prices, such as foreign exchange rates, interest rates and equity prices will affect the Group's income or the value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimising the return.

Currency risk

Foreign exchange risk is the risk that the fair value of the instrument will vary due to changes in currency exchange rates.

The Group is exposed to currency risk on sales, purchases and borrowings, including inter-company sales, purchases and inter-company balances that are denominated in a currency other than the respective functional currencies of Group entities. The currencies in which these transactions primarily are denominated are the SGD and the USD. To date, the Group has not hedged any of its currency exposure.

Interest on its convertible notes is denominated in the currency of the convertible notes. Generally, borrowings are denominated in currencies that match the cash flows generated by the underlying operations of the Group, primarily SGD, but also USD. This provides an economic hedge without derivatives being entered into and therefore hedge accounting is not applied in these circumstances.

The Group is exposed to currency risk on financial assets and liabilities that are denominated in a currency other than the functional currency.

A summary of quantitative data about the Group's exposure to foreign currency risk is as follows:

	31 December 2010	31 December 2011	31 December 2012	30 September 2012	30 September 2013
SGD	**US$'000**	**US$'000**	**US$'000**	**US$'000**	**US$'000**
Cash and cash equivalents	431	2,498	710	1,175	95
Deposits pledged	39	39	41	41	40
Trade and other receivables	94	533	256	664	308
Warrants	–	(7)	(2)	(3)	–
Trade and other payables	(85)	(178)	(194)	(48)	(301)
Net position of financial currency exposure	479	2,885	811	1,829	142

Sensitivity analysis

A 10% strengthening of the USD, as indicated below, against the SGD as at year/period end, would have increased/(decreased) profit or loss by the amounts shown below. No impact would result on the Group's equity balance as a result of this change in foreign currency rates. The analysis assumes that all other variables, in particular interest rates, remain constant.

SGD	Profit/(Loss) US$'000
31 December 2010	
10% Strengthening-USD	(48)
31 December 2011	
10% Strengthening-USD	(289)
31 December 2012	
10% Strengthening-USD	(81)
30 September 2012	
10% Strengthening-USD	(183)
30 September 2013	
10% Strengthening-USD	(14)

Capital management

Capital management policy

The Group's goal with regards to capital management is to maintain a strong capital base so as to maintain investor, creditor and market confidence and to sustain future development of the business. As at 31 December 2010, 2011 and 2012 and 30 September 2012, capital consists of ordinary shares, accumulated losses and non-controlling interests of the Group. As at 30 September 2013, capital consists of ordinary shares, convertible preference shares and accumulated losses of the Group. The Board of Directors monitors the return of capital as well as the level of dividends to ordinary shareholders.

	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Total liabilities	23,057	38,555	43,941	39,974	27,141
Less: Cash and cash equivalents	6,660	5,098	4,997	2,749	2,367
Net debt	16,397	33,457	38,944	37,225	24,774
Total equity	(12,854)	(25,743)	(31,466)	(29,493)	(5,344)
Net debt to adjusted equity ratio	(1.28)	(1.30)	(1.24)	(1.26)	(4.64)

21 Revenue

Revenue from the Company's principal activities recognised during the year are as follows:

	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Sale of goods	381	2,019	1,452	1,068	3,004

22 Finance (costs)/income

	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Interest income	1	4	4	3	1
Interest expense on convertible notes	(115)	(474)	(2,552)	(1,461)	(2,901)
Change in fair value of financial instruments	(490)	(1,277)	11,167	8,542	(13,450)
Net foreign exchange (loss)/gain	(6)	41	(307)	(207)	170
Net finance (costs)/income recognised in profit or loss	(610)	(1,706)	8,312	6,877	(16,180)

23 Loss for the year/period

The following items have been included in arriving at loss for the year/period:

	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Audit fees paid/payable to:					
– auditors of the company	28	51	62	53	170
– other auditors	15	26	39	13	33
Operating lease expense	144	387	409	307	307
Depreciation	173	339	577	434	441
Amortisation	259	339	404	285	262
Employee compensation expense:					
– Salaries and bonus	3,026	4,789	5,964	4,355	6,573
– Employee benefit expense	645	1,191	1,469	1,150	–
– Expenses related to defined contribution plans	3	37	42	27	28
– Equity settled share-based payment transactions	141	227	203	157	1,804

24 Tax expense

Tax recognised in profit or loss

	← Financial year ended →			← Nine-month period ended →	
	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Current tax expense					
Current year/period	–	1	1	1	1

Reconciliation of effective tax rate

	← Financial year ended →			← Nine-month period ended →	
	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Loss before tax from continuing operations	(7,761)	(13,176)	(5,775)	(3,738)	(28,987)
Tax using the Singapore tax rate of 17%	(1,319)	(2,240)	(982)	(635)	(4,928)
Effect of tax rates in foreign jurisdictions	(297)	(456)	11	(146)	(362)
Non-deductible expenses	110	352	426	325	2,470
Non-taxable items	(12)	(59)	(2,006)	(1,492)	(105)
Restructuring gain	–	–	–	–	6,163
Recognition of tax effect of previously unrecognised tax losses	–	(58)	–	–	(4,174)
Current year losses for which no deferred tax asset was recognised	1,518	2,462	2,552	1,949	937
	–	1	1	1	1

25 Earnings per share

Basic and diluted earnings per share are based on:

Earnings used in calculating earnings per share

	31 December 2010 $'000	31 December 2011 $'000	31 December 2012 $'000	30 September 2012 $'000	30 September 2013 $'000
Loss attributable to ordinary shareholders	(7,705)	(12,985)	(4,014)	(2,902)	(27,907)

	31 December 2010 ('000)	31 December 2011 ('000)	31 December 2012 ('000)	30 September 2012 ('000)	30 September 2013 ('000)
Issued ordinary shares at 1 January	–	–	–	–	–
Issue of ordinary shares for acquisition of entities under common control (see note 2)	1,321	1,321	1,321	1,321	1,321
Weighted average number of shares during the year/period	1,321	1,321	1,321	1,321	1,321

For the purposes of earnings per share computation, the number of shares as at 31 December 2010, 2011 and 2012 and 30 September 2012 and 2013 comprises the ordinary shares issued by the Company as a result of the acquisition of subsidiaries' entire share capital upon restructuring.

There were no dilutive potential ordinary shares in existence for the financial years ended 31 December 2010, 2011 and 2012 and nine-month periods ended 30 September 2012 and 2013.

The average market value of the Company's shares for purposes of calculating the dilutive effect of share options was based on valuation studies for each period during which the options were outstanding.

26 Determination of fair values

A number of the Group's accounting policies and disclosures require the determination of fair value, for both financial and non-financial assets and liabilities. Fair values have been determined for measurement and/or disclosure purposes based on the following methods. When applicable, further information about the assumptions made in determining fair values is disclosed in the notes specific to that asset or liability.

(a) Management has determined that the carrying amounts of cash, including deposits pledged, trade receivables, inventory, other financial assets, amounts owing by/(to) related companies, trade and other payables on their notional amounts which reasonably approximate their fair values because of their short term nature.

(b) The fair value of the employee share options are measured using the Black-Scholes options-pricing model. Measurement inputs include the share price on the measurement date, the exercise price of the instrument, expected volatility (based on an evaluation of the historic volatility of the Company's share price, particularly over the historical period commensurate with the expected term), expected term of the instruments (based on historical experience and general option holder behaviour), expected dividends, and the risk-free interest rate (based on government bonds). Service and non-market performance conditions attached to the transactions are not taken into account in determining fair value.

(c) The fair value of the warrants issued along with the issue of convertible notes in 2012 and 2013 is measured using the standard Black Scholes option-pricing model. Measurement inputs include the share price on the measurement date, the exercise price of the instrument, expected volatility (based on an evaluation of the historical volatility of the Company's share price, particularly over the historical period commensurate with the expected term), expected terms of the instrument, expected dividends and the risk-free interest rate.

Similarly, the fair value of the warrants issued along with the issue of preference shares in 2009, 2011, 2012 and 2013 is measured using the standard Black-Scholes option pricing model.

(d) The fair value of the conversion option embedded in the convertible notes issued on 3 August 2011 and 22 November 2011 is measured based on the discounted expected cash flows, if IPO or change of control occurs. The Group has thus estimated the expected cash flow upon conversion based on the potential upside expected and the probability of an IPO or change of control. In computing the potential upside, the Group has assumed that an IPO or change of control with an estimated probability would occur at the mid period between the valuation date and the maturity date.

The Pre-IPO convertible notes issued on 24 September 2013 have been valued using the same method.

On the other hand, the fair value of the embedded derivative of the convertible notes issued in 2012 and 2013 is measured using the standard Black Scholes option-pricing model. The computed fair values of the embedded derivative are then multiplied by the probability of IPO or change in control not happening before the 1 year anniversary date to obtain a probability weighted fair value of the embedded derivative. Measurement inputs include the share price on the measurement date, the exercise price of the instrument, expected volatility (based on an evaluation of the historical volatility of the Company's share price, particularly over the historical period commensurate with the expected term), expected terms of the instrument, expected dividends and the risk-free interest rate.

(e) Other non-derivative financial liabilities are measured at fair value at initial recognition and for disclosure purposes, at each annual reporting date. Fair value is calculated based on the present value of future principal and interest cash flows, discounted at the market rate of interest at the measurement date.

(f) The valuation of preference shares for TMI, Quattro and the Company has been performed using the Option Pricing Model ("OPM"). This model treats the preference

shares as call options on the aggregate enterprise value. The call option price will reflect the price at which the Company will be bought at a future date. The call option values have been derived using the Black Scholes option-pricing model. Breakpoints have been computed to determine the liquidation rights for different series of shares issued to investors based on Articles of Incorporation. The valuation of preference share price using OPM contains various scenarios in which each class of shares will receive liquidated assets. Under each scenario, the assets are then allocated to each class of shares according to their respective proportion of holdings. Finally, the value of a particular share class is the summation of all the allocated assets under each scenario.

Measurement inputs include the total equity value (which is calculated using various valuation methodologies and applying a weightage to these methodologies), the exercise price of the instrument, expected volatility (based on an evaluation of the historical volatility of the Company's share price, particularly over the historical period commensurate with the expected term), expected terms of the instrument, expected dividends and the risk-free interest rate.

When measuring the fair value of an asset or a liability, the Group uses market observable data as far as possible. Fair values are categorised into different levels in a fair value hierarchy based on the inputs used in the valuation techniques as follows:

- *Level 1:* quoted prices (unadjusted) in active markets for identical assets or liabilities.

- *Level 2:* inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).

- *Level 3:* inputs for the asset or liability that are not based on observable market data (unobservable inputs).

If the inputs used to measure the fair value of the asset or a liability might be categorised in different levels of the fair value hierarchy, then the fair value measurement is categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement.

The Group recognises transfers between levels of the fair value hierarchy at the end of the reporting period during which the change has occurred.

Fair value hierarchy – Financial Instruments

The tables below analyse fair value measurements for financial assets and financial liabilities, by the levels in the fair value hierarchy based on the inputs to valuation techniques. The different levels are defined as follows:

- Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities that the Group can access at the measurement date.

- Level 2: inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).

- Level 3: unobservable inputs for the asset or liability.

Financial assets and financial liabilities carried at fair value

	Level 1 $'000	Level 2 $'000	Level 3 $'000	Total $'000
31 December 2010				
Financial liabilities				
Convertible preference shares	–	–	21,152	21,152
Warrants (if in liability position)	–	–	574	574
Total liabilities	–	–	21,726	21,726
31 December 2011				
Financial liabilities				
Convertible preference shares	–	–	27,510	27,510
Warrants (if in liability position)	–	–	508	508
Embedded derivatives (if in liability position)	–	–	764	764
Total liabilities	–	–	28,782	28,782
31 December 2012				
Financial liabilities				
Convertible preference shares	–	–	19,097	19,097
Warrants (if in liability position)	–	–	792	792
Embedded derivatives (if in liability position)	–	–	1,519	1,519
Total liabilities	–	–	21,408	21,408
30 September 2012				
Financial liabilities				
Convertible preference shares	–	–	21,385	21,385
Warrants (if in liability position)	–	–	269	269
Embedded derivatives (if in liability position)	–	–	1,385	1,385
Total liabilities	–	–	23,039	23,039
30 September 2013				
Financial liabilities				
Embedded derivatives (if in liability position)	–	–	9,063	9,063
Total liabilities	–	–	9,063	9,063

*Financial assets and financial liabilities not carried at fair value but for which fair values are disclosed**

	Level 1 $'000	Level 2 $'000	Level 3 $'000	Total $'000
31 December 2011				
Convertible notes – liability component	–	–	5,206	5,206
Total liabilities	–	–	5,206	5,206
31 December 2012				
Convertible notes – liability component	–	–	18,000	18,000
Total liabilities	–	–	18,000	18,000
30 September 2012				
Convertible notes – liability component	–	–	13,493	13,493
Total liabilities	–	–	13,493	13,493
30 September 2013				
Convertible notes – liability component	–	–	14,565	14,565
Total liabilities	–	–	14,565	14,565

* Excludes financial assets and financial liabilities whose carrying amounts measured on the amortised cost basis approximate their fair values due to their short term nature and where the effect of discounting is immaterial.

Level 3 fair values

The following table shows reconciliation from the beginning balances to the ending balances for fair value measurements in Level 3 of the fair value hierarchy:

	Warrants			
	Convertible to ordinary shares $'000	Convertible to preference shares $'000	Embedded derivatives $'000	Convertible preference shares $'000
As at 1 January 2010	–	439	–	14,018
Additional issues	–	–	–	8,852
Converted to equity shares	–	–	–	(1,653)
Total unrealised gains or losses recognised in profit or loss	–	135	–	(65)
As at 31 December 2010	–	574	–	21,152
As at 1 January 2011	–	574	–	21,152
Additional issues	–	22	736	4,977
Total unrealised gains or losses recognised in profit or loss	–	(88)	28	1,381
As at 31 December 2011	–	508	764	27,510
As at 1 January 2012	–	508	764	27,510
Additional issues	207	702	976	952
Total unrealised gains or losses recognised in profit or loss	–	(625)	(221)	(9,365)
As at 31 December 2012	207	585	1,519	19,097
As at 1 January 2012	–	508	764	27,510
Additional issues	–	702	915	952
Total unrealised gains or losses recognised in profit or loss	–	(941)	(294)	(7,077)
As at 30 September 2012	–	269	1,385	21,385
As at 1 January 2013	207	585	1,519	19,097
Additional issues	221	159	4,122	639
Terminations/Settlements	(722)	(873)	–	(27,179)
Reclassified to equity	–	–	–	(3,719)
Total unrealised gains or losses recognised in profit or loss	294	129	3,422	11,162
As at 30 September 2013	–	–	9,063	–

Warrants convertible to ordinary shares

The following table shows the valuation technique and key unobservable inputs used in the determination of fair value of the warrants

Valuation technique	Significant unobservable inputs	Inter-relationship between significant unobservable inputs and fair value measurement
The fair value of the warrants is calculated using the standard Black Scholes option pricing model	• Market price of the share • Volatility	The estimated fair value would increase if: • The market price of the share increases; or • The volatility was higher

Management considers that changing one or more of the significant unobservable inputs used to other reasonably possible alternative assumptions would not result in a significant change in the estimated fair value.

Warrants convertible to preference shares

Valuation technique	Significant unobservable inputs	Inter-relationship between significant unobservable inputs and fair value measurement
The fair value of the warrants is calculated using the standard Black Scholes option pricing model	• Market price of the share • Volatility	The estimated fair value would increase if: • The market price of the share increases; or • The volatility was higher

Management considers that changing one or more of the significant unobservable inputs used to other reasonably possible alternative assumptions would not result in a significant change in the estimated fair value.

Embedded derivatives – conversion feature within the convertible notes

Valuation technique	Significant unobservable inputs	Inter-relationship between significant unobservable inputs and fair value measurement
The fair value of the embedded derivative within the convertible notes issued in 2011 and the Pre-IPO convertible notes issued on 24 September 2013 is measured based on the discounted expected cash flows, if IPO or change of control occurs.	• Discount rate • Probability of IPO or change in control	The estimated fair value would increase if: • The discount rate decreases or • Probability of the IPO or change in control was higher

Valuation technique	Significant unobservable inputs	Inter-relationship between significant unobservable inputs and fair value measurement
The fair value of the embedded derivative within the convertible notes issued in 2012 and 2013 is calculated using the standard Black Scholes option pricing model	• Market price of the share • Volatility	The estimated fair value would increase if: • The market price of the share increases; or • The volatility was higher

Management considers that changing one or more of the significant unobservable inputs used to other reasonably possible alternative assumptions would not result in a significant change in the estimated fair value.

Convertible preference shares

Valuation technique	Significant unobservable inputs	Inter-relationship between significant unobservable inputs and fair value measurement
The fair value of the convertible preference share for Quattro, TMI US and QTV is calculated using the Option pricing method	• Total equity value • Volatility	The estimated fair value would increase if: • The market price of the share increases; or • The volatility was higher

Management considers that changing one or more of the significant unobservable inputs used to other reasonably possible alternative assumptions would not result in a significant change in the estimated fair value.

27 Operating leases

Non-cancellable operating leases, rentals are payable as follows:

	31 December 2010 $000	31 December 2011 $000	31 December 2012 $000	30 September 2012 $000	30 September 2013 $000
Within one year	196	419	416	417	286
Between 1 & 5 years	173	616	200	304	43
More than five years	–	–	–	–	–
Total	369	1,035	616	721	329

The Group leases facilities located in Pleasanton, California under three operating leases. One of the leases will expire in September 2014, and the other two will expire in February 2015. The company recognises rent expense on a straight line basis over the lease term and records the difference between cash rent payments and the recognition of rent expense as a deferred rent liability.

The Group also leases two facilities in Singapore under two operating leases. One of the leases will expire in April 2014 with an optional renewal term that would expire in April 2016, and the other operating lease will expire in January 2015.

28 Capital commitments

	31 December 2010 $000	31 December 2011 $000	31 December 2012 $000	30 September 2012 $000	30 September 2013 $000
Property, plant and equipment	38	29	25	–	2
Development costs	57	12	–	–	12
	95	41	25	–	14

29 Contingencies

In 2012, AngioScore Inc ("AngioScore") filed a civil action against one of the Group's subsidiaries in the U.S. district court for the Northern District of California for infringement of a patent. As at the date of the financial statements, the case has not been resolved. For various reasons, the Board of Directors, after consultation with the Group's legal counsel, believes that there is no merit to AngioScore's claim(s), and it is unlikely that the claim(s) will prevail.

30 Related parties

For the purposes of these financial statements, parties are considered to be related to the Company if the Company has the ability, directly or indirectly, to control the party or exercise significant influence over the party in making financial and operating decisions, or vice versa, or where the Company and the party are subject to common control or common significant influence. Related parties may be individuals or other entities.

Key management personnel compensation comprised:

Transaction	31 December 2010 $000	31 December 2011 $000	31 December 2012 $000	30 September 2012 $000	30 September 2013 $000
Short-term employee benefits	937	1,318	1,366	1,025	1,406
Share-based payments	98	177	103	84	1,256
	1,035	1,495	1,469	1,109	2,662

Key management personnel and director transactions

	Transaction value				
	Financial year ended			Nine-month period ended	
	31 December 2010	31 December 2011	31 December 2012	30 September 2012	30 September 2013
Transaction	**$000**	**$000**	**$000**	**$000**	**$000**
Consulting	87	149	137	103	102
Intellectual property rights	250	–	–	–	–
Royalty	–	5	28	17	67
	337	154	165	120	169

	Balance outstanding as at				
	31 December 2010	31 December 2011	31 December 2012	30 September 2012	30 September 2013
	$000	**$000**	**$000**	**$000**	**$000**
Consulting	–	79	10	10	8
Royalty	–	–	5	8	36
	–	79	15	18	44

* On 10 August 2010, the Company entered into a consulting agreement with its CEO, Eitan Konstantino, who is also the co-founder of the Company and co-inventor of 'chocolate' balloon catheter, to provide consulting services related to research and development and engineering design. Under the agreement, the Company pays Eitan Konstantino a monthly compensation of $10,000.

** On 1 June 2010, the CEO, Eitan Konstantino, entered into agreements with Quattro under which he assigned Quattro all intellectual property rights for a medical device to be utilised in the treatment of blood vessels, i.e. 'chocolate' balloon catheter. Based on the agreement, Eitan Konstantino is entitled to:

(a) $250,000 as a lump sum payment. This was related to the intellectual property rights.

(b) 2.85% of the net sales of the product upon commercialisation.

*** In January 2007, the Company entered into a consulting agreement with Michal Konstantino, the spouse of the CEO, Eitan Konstantino, to provide consulting services on the bio-safety aspects of the product design process. The Company incurred a total of $39,000, $29,000, $19,000, $15,000 and $12,000 to Michal Konstantino during the years ended 31 December 2010, 2011, 2012 and nine-month periods ended 30 September 2012 and 2013, respectively.

Other related party transactions and balances

	Transaction value				
	Financial year ended			Nine-month period ended	
	31 December 2010 $000	31 December 2011 $000	31 December 2012 $000	30 September 2012 $000	30 September 2013 $000
Convertible notes and warrants					
Adams Street 2006 Direct Fund, L.P.	–	–	735	735	–
Adams Street 2007 Direct Fund, L.P.	–	–	829	829	–
Three Arch Partners IV, L.P.	–	3,008	4,457	3,658	2,647
Three Arch Associates IV, L.P.	–	66	99	81	59
Interest expense					
Adams Street 2006 Direct Fund, L.P.	–	–	46	31	31
Adams Street 2007 Direct Fund, L.P.	–	–	51	35	35
Luminor Pacific Fund 1 Ltd*	–	–	–	–	179
Three Arch Partners IV, L.P.	–	20	400	271	364
Three Arch Associates IV, L.P.	–	1	9	6	8
Convertible preference shares and warrants					
Adams Street 2006 Direct Fund, L.P.	1,033	–	–	–	–
Adams Street 2007 Direct Fund, L.P.	1,167	–	–	–	–
Three Arch Partners IV, L.P.	777	–	–	–	–
Three Arch Associates IV, L.P.	17	–	–	–	–
	2,994	3,095	6,626	5,646	3,323

	Balance outstanding as at				
	31 December 2010 $000	31 December 2011 $000	31 December 2012 $000	30 September 2012 $000	30 September 2013 $000
Convertible notes and warrants					
Adams Street 2006 Direct Fund, L.P.	–	–	689	665	–
Adams Street 2007 Direct Fund, L.P.	–	–	779	751	–
Luminor Pacific Fund 1 Ltd*	–	–	–	–	3,854
Three Arch Partners IV, L.P.	–	2,703	7,161	6,269	2,982
Three Arch Associates IV, L.P.	–	59	158	138	66
Accrued interest					
Adams Street 2006 Direct Fund, L.P.	–	–	46	77	–
Adams Street 2007 Direct Fund, L.P.	–	–	51	86	–
Luminor Pacific Fund 1 Ltd*	–	–	–	–	515
Three Arch Partners IV, L.P.	–	20	420	291	346
Three Arch Associates IV, L.P.	–	1	10	7	8
Convertible preference shares and warrants					
Adams Street 2006 Direct Fund, L.P.	2,356	2,904	1,747	2,036	–
Adams Street 2007 Direct Fund, L.P.	2,661	3,279	1,972	2,299	–
Three Arch Partners IV, L.P.	9,125	10,539	6,673	7,246	–
Three Arch Associates IV, L.P.	201	233	147	160	–
	14,343	19,738	19,853	20,025	7,771

*: Luminor Pacific Fund 1 Ltd was a related party to the Group effective July 2013. In August 2011, the Group entered into a convertible note agreement with Luminor Pacific Fund 1 Ltd with a face value of S$5,000,000 that was outstanding as at 30 September 2013.

31 Subsequent events

In October 2013, the Company issued convertible promissory notes to various investors for total gross proceeds of S$875,000 (equivalent to $701,000 at the exchange rate prevailing on the date of transaction). The principal amount of the notes and accrued interest, if any will become repayable on demand of the holder in September 2015. The notes bear an interest rate of 8% per annum. Upon an IPO by September 2014, the principal amount of the notes and accrued interest, if any, will be convertible into ordinary shares of the Company at a 35% discount from the IPO price and at a 40% discount from the IPO price if the IPO is completed after September 2014. No interest will be due if the notes are converted into ordinary shares within one year.

On 10 January 2014, the Company issued a convertible promissory note to Johnson & Johnson Development Corporation for a total gross proceed of $2,500,000. The note bears an interest rate of 8% per annum. Upon an IPO, the principal amount of the note and accrued interest, if any, will be convertible into ordinary shares of the Company at a 20% discount from the IPO price. If the IPO is completed within 12 months from the date of agreement, no interest is payable in respect of the principal amount. No interest will be due if the note is converted into ordinary shares within one year from the date of agreement.

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QT Vascular Ltd.
and its subsidiaries

Unaudited Pro Forma Consolidated Financial Information

For the year ended 31 December 2012 and nine-month period ended 30 September 2013

Report on the Compilation of Unaudited Pro Forma Financial Information included in an Offer Document

The Board of Directors
QT Vascular Ltd.
3A International Business Park
#09-10/11/12 ICON @ IBP Tower B
Singapore 609935

Dear Sirs

We have completed our assurance engagement to report on the compilation of pro forma consolidated financial information of QT Vascular Ltd. (the "Company") by the management of the Company (the "Management"). The pro forma consolidated financial information of the Company and its subsidiaries (the "Pro forma Group") consists of the pro forma consolidated statements of financial position as at 31 December 2012 and 30 September 2013, the pro forma consolidated statements of comprehensive income and pro forma consolidated statements of cash flow for the year ended 31 December 2012 and nine-month period ended 30 September 2013, and related notes (the "Unaudited Pro Forma Consolidated Financial Information") as set out on pages B-5 to B-28 of the offer document (the "Offer Document") to be issued in connection with the offering of shares in the Company (the "Offering"). The Unaudited Pro Forma Consolidated Financial Information of the Group has been prepared for illustrative purposes only and are based on certain assumptions, after making certain adjustments. The basis of preparation (the "Preparation") which the Management has compiled the Unaudited Pro Forma Consolidated Financial Information are described in Section 2.

The pro forma consolidated financial information has been compiled by the Management to illustrate the impact of the following transactions (the "Transactions") set out in Section 1 on the Pro forma Group's financial position as at 31 December 2012 and 30 September 2013, and its financial performance and cash flows for the year ended 31 December 2012 and nine-month period ended 30 September 2013, as if the Transactions had taken place at 31 December 2012, 30 September 2013 and 1 January 2012 respectively:

(a) Acquisition by the Company, the entire issued share capital of TriReme Medical, Inc., TriReme Medical (Singapore) Pte. Ltd. and Quattro Vascular Pte. Ltd. (collectively known as the "subsidiaries") which was satisfied by the issuance of ordinary shares and Series A-1 to A-6 preference shares in the Company upon Restructuring;

(b) Conversion of convertible notes and loans instruments of the subsidiaries into Series B preference shares in the Company upon Restructuring;

(c) Issue of new convertible notes and convertible preference shares between March 2013 and January 2014 and the subsequent conversion of the notes and preference shares into the ordinary shares of the Company upon listing of the Company on the Catalist Board of the Singapore Exchange Securities Trading Limited;

(d) Conversion of all of the above Series A-1 to A-6 preference shares and Series B preference shares into ordinary shares in the Company upon listing of the Company on the Catalist Board of the Singapore Exchange Securities Trading Limited;

(e) Exercise of outstanding warrants into ordinary shares in the Company upon listing of the Company on the Catalist Board of the Singapore Exchange Securities Trading Limited; and

(f) Issue of new ordinary shares upon listing of the Company on the Catalist Board of the Singapore Exchange Securities Trading Limited.

As part of this process, information about the Pro forma Group's financial position, financial performance and cash flows has been extracted by the Management from the audited consolidated financial statements of the Group for the year ended 31 December 2012 and the nine-month period ended 30 September 2013.

The Management's responsibility for the Unaudited Pro Forma Financial Information

The Management is responsible for compiling the Unaudited Pro Forma Consolidated Financial Information on the basis of Preparation.

The Reporting Accountants' responsibility

Our responsibility is to express an opinion about whether the Unaudited Pro Forma Consolidated Financial Information has been compiled, in all material respects, by the Management on the basis of Preparation.

We conducted our engagement in accordance with Singapore Standard on Assurance Engagements (SSAE) 3420, *Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus*, issued by the Institute of Singapore Chartered Accountants (the ISCA). This standard requires that the Reporting Accountants comply with ethical requirements and plan and perform procedures to obtain reasonable assurance about whether the Management has compiled, in all material respects, the Unaudited Pro Forma Consolidated Financial Information on the basis of the Preparation.

For purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the Unaudited Pro Forma Consolidated Financial Information, nor have we, in the course of this engagement, performed an audit or review of the financial information used in compiling the pro forma consolidated financial information.

The purpose of pro forma consolidated financial information included in an offer document is solely to illustrate the impact of a significant event or transaction on unadjusted financial information of the entity as if the event had occurred or the transaction had been undertaken at an earlier date selected for purposes of the illustration. Accordingly, we do not provide any assurance that the actual outcome of the event or transaction at the respective dates would have been as presented.

A reasonable assurance engagement to report on whether the pro forma consolidated financial information has been compiled, in all material respects, on the basis of Preparation involves performing procedures to assess whether the basis of Preparation used by the Management in the compilation of the pro forma consolidated financial information provide a reasonable basis for presenting the significant effects directly attributable to the event or transaction, and to obtain sufficient appropriate evidence about whether:

- the related pro forma adjustments give appropriate effect to those basis of Preparation; and

- the pro forma consolidated financial information reflects the proper application of those adjustments to the unadjusted financial information.

The procedures selected depend on the Reporting Accountants' judgement, having regard to his understanding of the nature of the company, event or transaction in respect of which the pro forma consolidated financial information has been compiled, and other relevant engagement circumstances.

The engagement also involves evaluating the overall presentation of the pro forma consolidated financial information.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion:

(a) the Unaudited Pro Forma Consolidated Financial Information has been compiled:

  (i) in a manner consistent with the accounting policies adopted by the Company in its latest audited consolidated financial statements, which are in accordance with Singapore Financial Reporting Standards; and

  (ii) on the basis of Preparation stated in Section 2 of the Unaudited Pro Forma Consolidated Financial Information; and

(b) each material adjustment made to the information used in the preparation of the Unaudited Pro Forma Consolidated Financial Information is appropriate for the purpose of preparing such unaudited financial information.

This letter has been prepared for inclusion in the Offer Document of the Company to be issued in connection with the initial public offering of the shares by the Company.

KPMG LLP
Public Accountants and
Chartered Accountants
Singapore

Chu Sook Fun
Partner-in-charge

16 April 2014

Unaudited Pro Forma Consolidated Statements of Financial Position
As at 31 December 2012 and 30 September 2013

	31 December 2012 $'000	30 September 2013 $'000
Assets:		
Property, plant and equipment	790	520
Intangible assets	3,132	5,724
Other non-current assets	189	187
Non-current assets	4,111	6,431
Inventories	2,825	3,088
Trade and other receivables	542	9,911
Cash and cash equivalents	69,816	49,429
Current assets	73,183	62,428
Total assets	77,294	68,859
Equity:		
Share capital	121,884	131,135
Reserves	780	1,897
Accumulated losses	(48,599)	(69,709)
Equity attributable to owners of the Company	74,065	63,323
Liabilities		
Trade and other payables, including derivatives	165	142
Deferred income	1,000	–
Non-current liabilities	1,165	142
Trade and other payables, including derivatives	2,064	4,446
Deferred income	–	948
Current liabilities	2,064	5,394
Total liabilities	3,229	5,536
Total equity and liabilities	77,294	68,859

Unaudited Pro Forma Consolidated Statements of Comprehensive Income
For the year ended 31 December 2012 and
nine-month period ended 30 September 2013

	Year ended 31 December 2012 $'000	Nine-months ended 30 September 2013 $'000
Revenue	1,452	3,004
Cost of sales	(2,619)	(4,250)
Gross loss	(1,167)	(1,246)
Sales and marketing	(4,257)	(5,984)
Administrative expenses	(3,661)	(5,016)
Research and development expenses	(6,336)	(1,930)
Other income	559	272
Other expense	(403)	(81)
Results from operating activities	(15,265)	(13,985)
Finance income	3	171
Finance costs	(305)	–
Net finance (costs)/income	(302)	171
Loss before tax	(15,567)	(13,814)
Tax expense	(1)	(1)
Loss for the year/period	(15,568)	(13,815)
Other comprehensive income		
Foreign currency translation differences	(156)	698
Total comprehensive loss for the year/period	(15,724)	(13,117)
Total loss attributable to:		
Owners of the Company	(15,568)	(13,815)
Total comprehensive loss attributable to:		
Owners of the Company	(15,724)	(13,117)

Unaudited Pro Forma Consolidated Statements of Cash Flows
For the year ended 31 December 2012 and
nine-month period ended 30 September 2013

	Year ended 31 December 2012 $'000	Nine months ended 30 September 2013 $'000
Cash flows from operating activities		
Net loss	(15,568)	(13,815)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	577	441
Amortisation of intangible assets	404	262
Interest income	(3)	(1)
Exchange loss/(gain)	305	(170)
Equity-settled share-based payment transactions	203	1,804
	(14,082)	(11,479)
Changes in working capital:		
Trade and other receivables	574	(738)
Inventories	(541)	(263)
Other assets	(34)	2
Trade and other payables including derivatives	334	2,457
Deferred income	(70)	(52)
Net cash used in operating activities	(13,819)	(10,073)
Cash flows from investing activities		
Purchase of property, plant and equipment	(98)	(182)
Proceeds from disposal of property, plant and equipment	4	–
Additions to intangible assets	(588)	(2,854)
Net cash used in investing activities	(682)	(3,036)
Cash flows from financing activities		
Proceeds from listing, net of transaction costs	40,205	40,205
Proceeds from issuance of preference shares of subsidiaries, net of transaction costs	960	3,941
Proceeds from issue of convertible notes of subsidiaries, net of transaction costs	12,320	5,371
Exercise of warrants and issuance of new notes	24,614	6,857
Net cash from financing activities	78,099	56,374
Net decrease in cash and cash equivalents	63,598	43,265
Effect of exchange rate changes on cash and cash equivalents	(57)	(11)
Cash and cash equivalents at beginning of year/period	5,098	4,997
Cash and cash equivalents at end of year/period	63,639	48,251

Notes to the unaudited pro forma consolidated financial information

1 Introduction

QT Vascular Ltd. (the "Company" or "QTV") is a public limited company which has applied to be listed on the Catalist Board of the Singapore Exchange Securities Trading Limited. Its registered office is at 80 Robinson Road #02-00 Singapore 068898 and principal place of business is at 3A International Business Park, #09-10/11/12 ICON @ IBP Tower B, Singapore 609935. The principal activity of the Company is that of an investment holding company.

1.1 Transactions

This note should be read in conjunction with Note 2 – Restructuring of the audited consolidated financial statements for the years ended 31 December 2010, 2011 and 2012 and nine-month period ended 30 September 2013.

(a) Acquisition by the Company, the entire issued share capital of TriReme Medical, Inc., TriReme Medical (Singapore) Pte. Ltd. and Quattro Vascular Pte. Ltd. (collectively known as the "subsidiaries");

- Pursuant to a Sale and Purchase Agreement dated 11 July 2013 between the ordinary and preference shareholders of TriReme Medical, Inc. ("TMI US") and the Company; the Company acquired the entire issued and paid-up capital of TMI US at a consideration of S$8,725 which was satisfied by the issuance of 3,209,573 ordinary shares, 185,120 Series A-3 preference shares, 231,809 Series A-4 preference shares, 890,172 Series A-5 preference shares, and 3,367,030 Series A-6 preference shares. On the same day, TMI US was converted into TriReme Medical, LLC, a Delaware limited liability company; and

- Pursuant to a Sale and Purchase agreement dated 11 July 2013 between the ordinary and preference shareholders of Quattro Vascular Pte Ltd. ("Quattro") and the Company; the Company acquired an additional 62.42% of Quattro at a consideration of S$5,397 which was satisfied by the issuance of 1,189,625 ordinary shares, 1,600,000 Series A-1 preference shares and 2,607,406 Series A-2 preference shares. Subsequent to this restructuring, Quattro became a wholly-owned subsidiary of the Company;

(b) Conversion of all convertible notes and loans instrument of the subsidiaries into Series B preference shares in the Company upon Restructuring;

- Pursuant to the Series B Preference Shares Subscription Agreement dated 11 July 2013, the convertible promissory notes (the "TMI US Notes") issued by TMI US on 27 January 2012, 10 July 2012, 12 June 2013 and 26 June 2013 were converted into 2,981,348 Series B preference shares of the Company at the conversion price of S$3.68; and

- Pursuant to the Series B Preference Shares Subscription Agreement dated 11 July 2013, the convertible promissory notes (the "TMI Singapore Notes") issued by TMI Singapore on 16 November 2012, 10 April 2013, 30 April 2013 and between 10 June to 26 June 2013 were converted into 3,515,464 Series B preference shares of the Company at the conversion price of S$3.68;

(c) Issue of new convertible notes and convertible preference shares between March 2013 and January 2014 and the subsequent conversion of the notes and preference shares into the ordinary shares of the Company upon listing of the Company on the Catalist Board of the Singapore Exchange Securities Trading Limited;

(d) Conversion of all of the above Series A-1 to A-6 preference shares and Series B preference shares into ordinary shares in the Company upon listing of the Company on the Catalist Board of the Singapore Exchange Securities Trading Limited;

(e) Exercise of outstanding warrants into ordinary shares in the Company upon listing of the Company on the Catalist Board of the Singapore Exchange Securities Trading Limited; and

(f) Issue of new ordinary shares on the listing of the Company on the Catalist Board of the Singapore Exchange Securities Trading Limited.

- The Company plans to issue 196,429,000 new ordinary shares at S$0.28 each on the listing of the Company on the Singapore Stock Exchange. In addition the new ordinary shares of 7,558,828 are to be issued as settlement of management fee payable to PrimePartners Corporate Finance Pte. Ltd. ("PPCF"). This has been included as part of the listing expenses.

The above transactions are collectively referred to as the "Transactions".

The unaudited pro forma consolidated financial information of QT Vascular Ltd. and its subsidiaries (the "Group") after the completion of the Transactions comprising the unaudited pro forma consolidated statements of financial position of the Group as at 31 December 2012 and 30 September 2013, the unaudited pro forma consolidated statements of comprehensive income and the unaudited pro forma consolidated statements of cash flows of the Group for the year ended 31 December 2012 and nine-month period ended 30 September 2013, has been prepared for inclusion in the offer document to the shareholders (the "Offer Document") of the Company.

2 Basis of preparation of the unaudited pro forma consolidated financial information

The unaudited pro forma consolidated financial information set out in this report, expressed in United States dollars ("USD" or "$"), and rounded to the nearest thousand, unless otherwise stated, has been prepared for illustration purposes only and based on certain assumptions, after making certain adjustments, to show what:

(a) the unaudited pro forma consolidated statements of financial position of the Group as at 31 December 2012 and 30 September 2013 would have been if the transactions had occurred on 31 December 2012 and 30 September 2013, respectively;

(b) the unaudited pro forma consolidated statements of financial results of the Group for the year ended 31 December 2012 and nine-month period ended 30 September 2013 would have been if the transactions had occurred on 1 January 2012; and

(c) the unaudited pro forma consolidated statements of cash flows of the Group for the year ended 31 December 2012 and nine-month period ended 30 September 2013 would have been if the transactions had occurred on 1 January 2012.

The unaudited pro forma consolidated financial information, because of their nature, may not give a true picture of the actual financial position, financial results and cash flows of the Group.

The unaudited pro forma consolidated financial information of the Group for the year ended 31 December 2012 and nine-month period ended 30 September 2013 have been compiled based on the following:

(i) the audited historical consolidated financial statements of the Group for the year ended 31 December 2012 and nine-month period ended 30 September 2013, which were prepared in accordance with the Singapore Financial Reporting Standards.

The consolidated financial statements of the Group for the year ended 31 December 2012 and nine-month period ended 30 September 2013 were audited by KPMG LLP, Public Accountants and Chartered Accountants, in accordance with the Singapore Standards on Auditing; and

(ii) the accounting policies of the Group as set out in the audited consolidated financial statements for the years ended 31 December 2010, 2011 and 2012 and nine-month period ended 30 September 2013 included in Appendix A of the Offer Document.

The following key adjustments and assumptions were made for the preparation of the unaudited pro forma consolidated financial information of the Group:

(a) the acquisition of the non-controlling interests of Quattro on the restructuring date of 11 July 2013 are accounted for as transactions with owners in their capacity as owners since control is retained before and after the restructuring. Therefore no adjustments are made to goodwill and no gain or loss is recognised in profit or

loss. The adjustments to non-controlling interests resulting to the above acquisition are based on a proportionate amount of the net assets of the subsidiary and are recognised in equity;

(b) the Series A-1 to A-6, and Series B convertible preference shares, convertible notes and warrants issued upon and post restructuring will be fully converted upon listing of the Company on the Catalist Board of the Singapore Exchange Securities Trading Limited. For the purpose of these pro forma consolidated financial information, the notes will be treated as having been converted as part of the Transactions on dates as disclosed in this pro forma consolidated financial information. This may differ from the actual conversion at the completion of the Transactions;

(c) the issue of new ordinary shares at S$0.28 each. This may differ from the actual shares issued at the completion of the Transactions;

(d) the listing expenses relating to the Transactions are assumed to be S$6,856,000 ($5,484,000) and comprises:

(i) cash consideration of S$4,739,000 ($3,791,000); and

(ii) 7,558,828 ordinary shares to be issued as payment for management fee to PPCF as Manager and Sponsor.

This may differ from the actual listing expenses at the completion of the Transactions; and

(e) the exchange rates used to translate S$ to $ are as follows:

- For the year ended 31 December 2012: S$0.82: $1
- For the nine-month period ended 30 September 2013: S$0.80: $1

3 Unaudited pro forma consolidated statements of financial position of the Group

(i) Unaudited pro forma consolidated statements of financial position as at 31 December 2012 and 30 September 2013

The following adjustments have been made in arriving at the unaudited pro forma consolidated statement of financial position as at 31 December 2012:

	Audited consolidated statement of financial position of the Group	Pro forma adjustments (see notes below)						Unaudited pro forma consolidated statement of financial position of the Group
		(a)	(b)	(c)	(d)	(e)	(f)	
	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000
31 December 2012								
Assets:								
Property, plant and equipment	790	–	–	–	–	–	–	790
Intangible assets	3,132	–	–	–	–	–	–	3,132
Other non-current assets	189	–	–	–	–	–	–	189
Non-current assets	4,111	–	–	–	–	–	–	4,111
Inventories	2,825	–	–	–	–	–	–	2,825
Trade and other receivables	542	–	–	–	–	–	–	542
Cash and cash equivalents	4,997	–	–	–	3,579	21,035	40,205	69,816
Current assets	8,364	–	–	–	3,579	21,035	40,205	73,183
Total assets	12,475	–	–	–	3,579	21,035	40,205	77,294

	Audited consolidated statement of financial position of the Group	Pro forma adjustments (see notes below)						Unaudited pro forma consolidated statement of financial position of the Group
		(a)	(b)	(c)	(d)	(e)	(f)	
	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000
31 December 2012								
Equity:								
Share capital	–	–	35,909	21,518	2,039	21,035	41,383	121,884
Reserves	2,573	(1,989)	196	–	–	–	–	780
Accumulated losses	(32,050)	–	(17,008)	(695)	2,332	–	(1,178)	(48,599)
Equity attributable to owners of the Company	(29,477)	(1,989)	19,097	20,823	4,371	21,035	40,205	74,065
Non-controlling interests	(1,989)	1,989	–	–	–	–	–	–
Total equity	(31,466)	–	19,097	20,823	4,371	21,035	40,205	74,065
Liabilities								
Loans and borrowings	25,991	–	(7,738)	(18,253)	–	–	–	–
Trade and other payables, including derivatives	2,408	–	–	(1,451)	(792)	–	–	165
Deferred income	1,000	–	–	–	–			1,000
Non-current liabilities	29,399	–	(7,738)	(19,704)	(792)	–	–	1,165
Loans and borrowings	11,359	–	(11,359)	–	–	–	–	–
Trade and other payables, including derivatives	3,183	–	–	(1,119)	–	–	–	2,064
Current liabilities	14,542	–	(11,359)	(1,119)	–	–	–	2,064
Total liabilities	43,941	–	(19,097)	(20,823)	(792)	–	–	3,229
Total equity and liabilities	12,475	–	–	–	3,579	21,035	40,205	77,294

Notes to the pro forma adjustments to consolidated statement of financial position as at 31 December 2012:–

(a) Adjustment made to reflect the acquisition of non-controlling interest of Quattro;

(b) Adjustment made to reflect the issuance of ordinary shares and Series A preference shares to acquire the entire share capital of subsidiaries upon restructuring and conversion of these preference shares into ordinary shares upon the listing of the Company;

(c) Adjustment made to reflect the conversion of convertible notes of the subsidiaries into Series B preference shares in the Company upon Restructuring and the subsequent conversion of these preference shares into ordinary shares upon the listing of the Company;

(d) Adjustment made to reflect the conversion of warrants into ordinary shares upon the listing of the Company;

(e) Issue of new convertible notes and convertible preference shares between March 2013 and January 2014 and the subsequent conversion of the notes and preference shares into the ordinary shares of the Company upon listing of the Company; and

(f) Adjustment made to reflect the expected proceeds and issue of shares upon the listing of the Company, net of listing expenses payable in cash.

The following adjustments have been made in arriving at the unaudited pro forma consolidated statement of financial position as at 30 September 2013:

	Audited consolidated statement of financial position of the Group	Pro forma adjustments (see notes below)				Unaudited pro forma consolidated statement of financial position of the Group
		(a)	(b)	(c)	(d)	
	$'000	$'000	$'000	$'000	$'000	$'000
30 September 2013						
Assets:						
Property, plant and equipment	520	–	–	–	–	520
Intangible assets	5,724	–	–	–	–	5,724
Other non-current assets	187	–	–	–	–	187
Non-current assets	6,431	–	–	–	–	6,431
Inventories	3,088	–	–	–	–	3,088
Trade and other receivables	9,911	–	–	–	–	9,911
Cash and cash equivalents	2,367	–	3,485	3,372	40,205	49,429
Current assets	15,366	–	3,485	3,372	40,205	62,428
Total assets	21,797	–	3,485	3,372	40,205	68,859
Equity:						
Share capital	52,716	30,179	3,485	3,372	41,383	131,135
Reserves	1,897	–	–	–	–	1,897
Accumulated losses	(59,957)	(8,574)	–	–	(1,178)	(69,709)
Equity attributable to owners of the Company	(5,344)	21,605	3,485	3,372	40,205	63,323
Total Equity	(5,344)	21,605	3,485	3,372	40,205	63,323

	Audited consolidated statement of financial position of the Group	Pro forma adjustments (see notes below)				Unaudited pro forma consolidated statement of financial position of the Group
		(a)	(b)	(c)	(d)	
	$'000	$'000	$'000	$'000	$'000	$'000
30 September 2013						
Liabilities						
Loans and borrowings	7,779	(7,779)	–	–	–	–
Trade and other payables, including derivatives	6,460	(6,318)	–	–	–	142
Non-current liabilities	14,239	(14,097)	–	–	–	142
Loans and borrowings	3,854	(3,854)	–	–	–	–
Trade and other payables, including derivatives	8,100	(3,654)	–	–	–	4,446
Deferred income	948	–	–	–	–	948
Current liabilities	12,902	(7,508)	–	–	–	5,394
Total liabilities	27,141	(21,605)	–	–	–	5,536
Total equity and liabilities	21,797	–	3,485	3,372	40,205	68,859

Notes to the pro forma adjustments to consolidated statement of financial position as at 30 September 2013:

(a) Adjustment made to reflect the conversion of convertible notes of the subsidiaries into Series B preference shares in the Company upon Restructuring and the subsequent conversion of these preference shares into ordinary shares upon the listing of the Company;

(b) Adjustment made to reflect the conversion of warrants into ordinary shares upon the listing of the Company;

(c) Issue of new convertible notes and convertible preference shares in October 2013 and January 2014 and the subsequent conversion of the notes and preference shares into the ordinary shares of the Company upon listing of the Company; and

(d) Adjustment made to reflect the expected proceeds and issue of shares upon the listing of the Company, net of listing expense payable in cash.

(ii) Unaudited pro forma consolidated statements of comprehensive income for the year ended 31 December 2012 and nine-month period ended 30 September 2013

The following adjustments have been made in arriving at the unaudited pro forma consolidated statement of comprehensive income for the year ended 31 December 2012:

	Audited consolidated statement of comprehensive income of the Group	Pro forma adjustments (see notes below)			Unaudited pro forma consolidated statement of comprehensive income of the Group
		(a)	(b)	(c)	
	$'000	$'000	$'000	$'000	$'000
Year ended 31 December 2012					
Revenue	1,452	–	–	–	1,452
Cost of sales	(2,619)	–	–	–	(2,619)
Gross loss	(1,167)	–	–	–	(1,167)
Sales and marketing	(4,257)	–	–	–	(4,257)
Administrative expenses	(2,483)	–	–	(1,178)	(3,661)
Research and development expenses	(6,336)	–	–	–	(6,336)
Other income	559	–	–	–	559
Other expense	(403)	–	–	–	(403)
Results from operating activities	(14,087)	–	–	(1,178)	(15,265)

	Audited consolidated statement of comprehensive income of the Group	Pro forma adjustments (see notes below)			Unaudited pro forma consolidated statement of comprehensive income of the Group
		(a)	(b)	(c)	
	$'000	$'000	$'000	$'000	$'000
Year ended 31 December 2012					
Finance income	11,171	–	(11,168)	–	3
Finance costs	(2,859)	2,554	–	–	(305)
Net finance income/(costs)	8,312	2,554	(11,168)	–	(302)
Loss before tax	(5,775)	2,554	(11,168)	(1,178)	(15,567)
Tax expense	(1)	–	–	–	(1)
Loss for the year	(5,776)	2,554	(11,168)	(1,178)	(15,568)
Other comprehensive income					
Foreign currency translation differences	(156)	–	–	–	(156)
Total comprehensive loss for the year	(5,932)	2,554	(11,168)	(1,178)	(15,724)
Loss attributable to:					
Owners of the Company	(4,064)				(15,568)
Non-controlling interest	(1,702)				–
Loss for the year	(5,776)				(15,568)
Total comprehensive loss attributable to:					
Owners of the Company	(4,170)				(15,724)
Non-controlling interest	(1,762)				–
Total comprehensive loss for the year	(5,932)				(15,724)

Notes to the pro forma adjustments to consolidated statement of comprehensive income for the year ended 31 December 2012:

(a) Adjustment made to effect the conversion of all convertible notes into ordinary shares on 1 January 2012 which is assumed to result in a decrease in finance costs for the year ended 31 December 2012;

(b) Adjustment made to effect the conversion of preference shares and warrants which were classified as liabilities into ordinary shares on 1 January 2012, which is assumed to result in a decrease in the fair value gain for the year ended 31 December 2012; and

(c) Adjustment made to reflect the estimated non-qualifying listing expenses which is charged to income statement upon listing of the Company.

The following adjustments have been made in arriving at the unaudited pro forma consolidated statement of comprehensive income for the nine-month period ended 30 September 2013:

	Audited consolidated statement of comprehensive income of the Group	Pro forma adjustments (see notes below)			Unaudited pro forma consolidated statement of comprehensive income of the Group
		(a)	(b)	(c)	
	$'000	$'000	$'000	$'000	$'000
Nine-month period ended 30 September 2013					
Revenue	3,004	–	–	–	3,004
Cost of sales	(4,250)	–	–	–	(4,250)
Gross loss	(1,246)	–	–	–	(1,246)
Sales and marketing	(5,984)	–	–	–	(5,984)
Administrative expenses	(3,838)	–	–	(1,178)	(5,016)
Research and development expenses	(1,930)	–	–	–	(1,930)
Other income	272	–	–	–	272
Other expenses	(81)	–	–	–	(81)
Results from operating activities	(12,807)	–	–	(1,178)	(13,985)
Finance income	171	–	–	–	171
Finance costs	(16,351)	2,901	13,450	–	–
Net finance (costs)/income	(16,180)	2,901	13,450	–	171
Loss before tax	(28,987)	2,901	13,450	(1,178)	(13,814)
Tax expense	(1)	–	–	–	(1)
Loss for the period	(28,988)	2,901	13,450	(1,178)	(13,815)

	Audited consolidated statement of comprehensive income of the Group	Pro forma adjustments (see notes below)			Unaudited pro forma consolidated statement of comprehensive income of the Group
		(a)	(b)	(c)	
	$'000	$'000	$'000	$'000	$'000
Nine-month period ended 30 September 2013					
Other comprehensive income					
Foreign currency translation differences	698	–	–	–	698
Total comprehensive loss for the period	(28,290)	2,901	13,450	(1,178)	(13,117)
Loss attributable to:					
Owners of the Company	(27,907)				(13,815)
Non-controlling interests	(1,081)				–
Loss for the period	(28,988)				(13,815)
Total comprehensive loss attributable to:					
Owners of the Company	(27,209)				(13,117)
Non-controlling interests	(1,081)				–
Total comprehensive loss for the period	(28,290)				(13,117)

Notes to the pro forma adjustments to consolidated statement of comprehensive income for the nine-month period ended 30 September 2013:–

(a) Adjustment made to effect the conversion of all convertible notes into ordinary shares on 1 January 2012 which is assumed to result in a decrease in finance costs for the nine-month period ended 30 September 2013;

(b) Adjustment made to effect the conversion of preference shares and warrants which were classified as liabilities into ordinary shares on 1 January 2012 which is assumed to result in a decrease in the fair value loss for the nine-month period ended 30 September 2013; and

(c) Adjustment made to reflect the estimated non-qualifying listing expenses which is charged to income statement upon listing of the Company.

(iii) Unaudited pro forma consolidated statements of cash flows for the year ended 31 December 2012 and nine-month period ended 30 September 2013

The following adjustments have been made in arriving at the unaudited pro forma consolidated statement of cash flows for the year ended 31 December 2012:

	Audited historical consolidated statement of cash flows	Pro forma adjustments (see notes below)				Unaudited pro forma statement of cash flows
		(a)	(b)	(c)	(d)	
	$'000	$'000	$'000	$'000	$'000	$'000
Year ended 31 December 2012						
Operating activities						
Net loss	(5,776)	–	–	–	(9,792)	(15,568)
Adjustments for:						
Depreciation	577	–	–	–	–	577
Amortisation of intangible assets	404	–	–	–	–	404
Interest income	(3)	–	–	–	–	(3)
Interest expense on convertible notes	2,552	–	(2,552)	–	–	–
Exchange loss	305	–	–	–	–	305
Equity-settled share-based payment transactions	203	–	–	–	–	203
Change in fair value of financial instruments	(11,167)	–	11,167	–	–	–
	(12,905)	–	8,615	–	(9,792)	(14,082)
Changes in working capital:						
Trade and other receivables	574	–	–	–	–	574
Inventories	(541)	–	–	–	–	(541)
Other assets	(34)	–	–	–	–	(34)
Trade and other payables including derivatives	334	–	–	–	–	334
Deferred income	(70)	–	–	–	–	(70)
Net cash used in operating activities	(12,642)	–	8,615	–	(9,792)	(13,819)

	Audited historical consolidated statement of cash flows	Pro forma adjustments (see notes below)				Unaudited pro forma statement of cash flows
		(a)	(b)	(c)	(d)	
Year ended 31 December 2012	**$'000**	**$'000**	**$'000**	**$'000**	**$'000**	**$'000**
Investing activities						
Purchase of property, plant and equipment	(98)	–	–	–	–	(98)
Proceeds from disposal of property, plant and equipment	4	–	–	–	–	4
Additions to intangible assets	(588)	–	–	–	–	(588)
Net cash used in investing activities	(682)	–	–	–	–	(682)
Financing activities						
Proceeds from listing, net of transaction costs	–	–	–	40,205	–	40,205
Proceeds from issuance of preference shares of subsidiaries, net of transaction costs	960	–	–	–	–	960
Proceeds from issue of convertible notes of subsidiaries, net of transaction costs	12,320	–	–	–	–	12,320
Proceeds from exercise of warrants and issuance of new convertible notes	–	24,614	–	–	–	24,614
Cash flows from financing activities	13,280	24,614	–	40,205	–	78,099
Net increase in cash and cash equivalents	(44)	24,614	8,615	40,205	(9,792)	63,598
Effect of exchange rate changes on cash and cash equivalents	(57)	–	–	–	–	(57)
Cash and cash equivalents at beginning of year	5,098	–	–	–	–	5,098
Cash and cash equivalents at end of year	4,997	24,614	8,615	40,205	(9,792)	68,639

Notes to the pro forma adjustments to consolidated statement of cash flows for the year ended 31 December 2012:

(a) Exercise of warrants and the issue of new convertible notes and the subsequent conversion of the notes into the ordinary shares of the Company upon listing of the Company;

(b) Adjustment made to reflect the decrease in interest payable on convertible shares and change in fair value of financial instrument since the convertible notes and preference shares were assumed to be converted on 1 January 2012;

(c) Adjustment made to reflect the expected proceeds and issue of shares upon the listing of the Company. The amount recorded is net of estimated listing expenses; and

(d) Pro forma adjustments brought forward from consolidated statement of comprehensive income.

The following adjustments have been made in arriving at the unaudited pro forma consolidated statement of cash flows for the nine-month period ended 30 September 2013:

	Audited historical consolidated statement of cash flows	Pro forma adjustments (see notes below)				Unaudited pro forma statement of cash flows
		(a)	(b)	(c)	(d)	
	$'000	$'000	$'000	$'000	$'000	$'000
Nine-month ended 30 September 2013						
Operating activities						
Net loss	(28,988)	–	–	–	15,173	(13,815)
Adjustments for:						
Depreciation	441	–	–	–	–	441
Amortisation of intangible assets	262	–	–	–	–	262
Interest income	(1)	–	–	–	–	(1)
Interest expense on convertible notes	2,901	–	(2,901)	–	–	–
Exchange gain	(170)	–	–	–	–	(170)
Equity-settled share-based payment transactions	1,804	–	–	–	–	1,804
Change in fair value of financial instruments	13,450	–	(13,450)	–	–	–
	(10,301)	–	(16,351)	–	15,173	(11,479)
Changes in working capital:						
Trade and other receivables	(738)	–	–	–	–	(738)
Inventories	(263)	–	–	–	–	(263)
Other assets	2	–	–	–	–	2
Trade and other payables including derivatives	2,457	–	–	–	–	2,457
Deferred income	(52)	–	–	–	–	(52)
Net cash used in operating activities	(8,895)	–	(16,351)	–	15,173	(10,073)

	Audited historical consolidated statement of cash flows	Pro forma adjustments (see notes below)				Unaudited pro forma statement of cash flows
		(a)	(b)	(c)	(d)	
Nine-month ended 30 September 2013	**$'000**	**$'000**	**$'000**	**$'000**	**$'000**	**$'000**
Investing activities						
Purchase of property, plant and equipment	(182)	–	–	–	–	(182)
Additions to intangible assets	(2,854)	–	–	–	–	(2,854)
Net cash used in investing activities	(3,036)	–	–	–	–	(3,036)
Financing activities						
Proceeds from listing, net of transaction costs	–	–	–	40,205	–	40,205
Proceeds from issuance of preference shares of subsidiaries, net of transaction costs	3,941	–	–	–	–	3,941
Proceeds from issue of convertible notes of subsidiaries, net of transaction costs	5,371	–	–	–	–	5,371
Exercise of warrants and issuance of new convertible notes	–	6,857	–	–	–	6,857
Cash flows from financing activities	9,312	6,857	–	40,205	–	56,374
Net increase in cash and cash equivalents	(2,619)	6,857	(16,351)	40,205	15,173	43,265
Effect of exchange rate changes on cash and cash equivalents	(11)	–	–	–	–	(11)
Cash and cash equivalents at beginning of period	4,997	–	–	–	–	4,997
Cash and cash equivalents at end of period	2,367	6,857	(16,351)	40,205	15,173	48,251

Notes to the pro forma adjustments to consolidated statement of cash flows for the nine-month period ended 30 September 2013:–

(a) Exercise of warrants and the issue of new convertible notes and the subsequent conversion of the notes into the ordinary shares of the Company upon listing of the Company;

(b) Adjustment made to reflect the decrease in interest payable on convertible shares and change in fair value of financial instrument since the convertible notes and preference shares were assumed to be converted on 1 January 2012;

(c) Adjustment made to reflect the expected proceeds and issue of shares upon the listing of the Company. The amount recorded is net of estimated listing expenses; and

(d) Pro forma adjustments brought forward from consolidated statement of comprehensive income.

4 Cash and cash equivalents

	31 December 2012 $'000	30 September 2013 $'000
Bank balances	69,717	49,331
Deposits pledged	99	98
Total cash and cash equivalents	69,816	49,429

5 Share capital

	31 December 2012 No. of shares '000	30 September 2013 No. of shares '000
Fully paid ordinary shares, with no par value:		
At end of year/period	755,823	755,823

6 Trade and other payables

	31 December 2012 $'000	30 September 2013 $'000
Trade payables	896	2,123
Accrued expenses	1,123	2,273
Provisions	210	192
	2,229	4,588

7 Net finance (costs)/income

	Year ended 31 December 2012 $'000	Nine-months ended 30 September 2013 $'000
Interest income	3	1
Net foreign exchange (loss)/gain	(305)	170
Net finance (costs)/income recognised in profit or loss	(302)	171

APPENDIX C – RULES OF THE 2005 STOCK PLAN

1. Purposes of the Plan. The purposes of this Plan are to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to Employees, Directors and Consultants and to promote the success of the Company's business. Options granted under the Plan may be Incentive Stock Options or Nonstatutory Stock Options, as determined by the Administrator at the time of grant. Stock Purchase Rights may also be granted under the Plan.

2. Definitions. As used herein, the following definitions shall apply:

   (a) "Administrator" means the Board or any of its Committees as shall be administering the Plan in accordance with Section 4 hereof.

   (b) "Applicable Laws" means the requirements relating to the administration of stock option plans under US state corporate laws, US federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any other country or jurisdiction where Options or Stock Purchase Rights are granted under the Plan.

   (c) "Board" means the Board of Directors of the Company.

   (d) "Change in Control" means the occurrence of any of the following events:

      (i) Any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities, except that any change in the beneficial ownership of the securities of the Company as a result of a private financing of the Company that is approved by the Board, shall not be deemed to be a Change in Control; or

      (ii) The consummation of the sale or disposition by the Company of all or substantially all of the Company's assets; or

      (iii) The consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation.

   (e) "Code" means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code herein will be a reference to any successor or amended section of the Code.

   (f) "Committee" means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board in accordance with Section 4 hereof.

   (g) "Common Stock" means the Common Stock of the Company.

   (h) "Company" means TriReme Medical, Inc., a Delaware corporation.

(i) "Consultant" means any person who is engaged by the Company or any Parent or Subsidiary to render consulting or advisory services to such entity.

(j) "Director" means a member of the Board.

(k) "Disability" means total and permanent disability as defined in Section 22(e)(3) of the Code.

(l) "Employee" means any person, including officers and Directors, employed by the Company or any Parent or Subsidiary of the Company. Neither service as a Director nor payment of a director's fee by the Company shall be sufficient to constitute "employment" by the Company.

(m) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(n) "Exchange Program" means a program under which (a) outstanding Options are surrendered or cancelled in exchange for Options of the same type (which may have lower exercise prices and different terms), Options of a different type, and/or cash, and/or (b) the exercise price of an outstanding Option is reduced. The terms and conditions of any Exchange Program will be determined by the Administrator in its sole discretion.

(o) "Fair Market Value" means, as of any date, the value of Common Stock determined as follows:

(i) if the Common Stock is listed on any established stock exchange or a national market system, including without limitation the Nasdaq National Market or The Nasdaq SmallCap Market of The Nasdaq Stock Market, its Fair Market Value shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in The Wall Street Journal or such other source as the Administrator deems reliable;

(ii) if the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, its Fair Market Value shall be the mean between the high bid and low asked prices for the Common Stock on the day of determination; or

(iii) in the absence of an established market for the Common Stock, the Fair Market Value thereof shall be determined in good faith by the Administrator.

(p) "Incentive Stock Option" means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.

(q) "Nonstatutory Stock Option" means an Option not intended to qualify as an Incentive Stock Option.

(r) "Option" means a stock option granted pursuant to the Plan.

(s) "Option Agreement" means a written or electronic agreement between the Company and an Optionee evidencing the terms and conditions of an individual Option grant. The Option Agreement is subject to the terms and conditions of the Plan.

(t) "Optioned Stock" means the Common Stock subject to an Option or a Stock Purchase Right.

(u) "Optionee" means the holder of an outstanding Option or Stock Purchase Right granted under the Plan.

(v) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Section 424(e) of the Code.

(w) "Plan" means this 2005 Stock Plan.

(x) "Restricted Stock" means Shares issued pursuant to a Stock Purchase Right or Shares of restricted stock issued pursuant to an Option.

(y) "Restricted Stock Purchase Agreement" means a written or electronic agreement between the Company and the Optionee evidencing the terms and restrictions applying to Shares purchased under a Stock Purchase Right. The Restricted Stock Purchase Agreement is subject to the terms and conditions of the Plan and the notice of grant.

(z) "Securities Act" means the Securities Act of 1933, as amended.

(aa) "Service Provider" means an Employee, Director or Consultant.

(bb) "Share" means a share of the Common Stock, as adjusted in accordance with Section 13 below.

(cc) "Stock Purchase Right" means a right to purchase Common Stock pursuant to Section 11 below.

(dd) "Subsidiary" means a "subsidiary corporation," whether now or hereafter existing, as defined in Section 424(f) of the Code.

3. Stock Subject to the Plan. Subject to the provisions of Section 13 of the Plan, the maximum aggregate number of Shares that may be subject to Options or Stock Purchase Rights and sold under the Plan is 11,622,626 Shares. The Shares may be authorised but unissued, or reacquired Common Stock.

If an Option or Stock Purchase Right expires or becomes unexercisable without having been exercised in full, or is surrendered pursuant to an Exchange Program, the unpurchased Shares that were subject thereto shall become available for future grant or sale under the Plan (unless the Plan has terminated). However, Shares that have actually been issued under the Plan, upon exercise of either an Option or Stock Purchase Right, shall not be returned to the Plan and shall not become available for future distribution under the Plan, except that if unvested Shares of Restricted Stock are repurchased by the Company at their original purchase price, such Shares shall become available for future grant under the Plan.

4. Administration of the Plan.

(a) Administrator. The Plan shall be administered by the Board or a Committee appointed by the Board, which Committee shall be constituted to comply with Applicable Laws.

(b) Powers of the Administrator. Subject to the provisions of the Plan and, in the case of a Committee, the specific duties delegated by the Board to such Committee, and subject to the approval of any relevant authorities, the Administrator shall have the authority in its discretion:

(i) to determine the Fair Market Value;

(ii) to select the Service Providers to whom Options and Stock Purchase Rights may from time to time be granted hereunder;

(iii) to determine the number of Shares to be covered by each such award granted hereunder;

(iv) to approve forms of agreement for use under the Plan;

(v) to determine the terms and conditions of any Option or Stock Purchase Right granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Options or Stock Purchase Rights may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Option or Stock Purchase Right or the Common Stock relating thereto, based in each case on such factors as the Administrator, in its sole discretion, shall determine;

(vi) to institute an Exchange Program;

(vii) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws;

(viii) to allow Optionees to satisfy withholding tax obligations by electing to have the Company withhold from the Shares to be issued upon exercise of an Option or Stock Purchase Right that number of Shares having a Fair Market Value equal to the minimum amount required to be withheld. The Fair Market Value of the Shares to be withheld shall be determined on the date that the amount of tax to be withheld is to be determined. All elections by Optionees to have Shares withheld for this purpose shall be made in such form and under such conditions as the Administrator may deem necessary or advisable; and

(ix) to construe and interpret the terms of the Plan and Options granted pursuant to the Plan.

(c) Effect of Administrator's Decision. All decisions, determinations and interpretations of the Administrator shall be final and binding on all Optionees.

5. Eligibility.

Nonstatutory Stock Options and Stock Purchase Rights may be granted to Service Providers. Incentive Stock Options may be granted only to Employees.

6. Limitations.

(a) Incentive Stock Option Limit. Each Option shall be designated in the Option Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. However, notwithstanding such designation, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Optionee during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds $100,000, such Options shall be treated as Nonstatutory Stock Options. For purposes of this Section 6(a), Incentive Stock Options shall be taken into account in the order in which they were granted. The Fair Market Value of the Shares shall be determined as of the time the Option with respect to such Shares is granted.

(b) At-Will Employment. Neither the Plan nor any Option or Stock Purchase Right shall confer upon any Optionee any right with respect to continuing the Optionee's relationship as a Service Provider with the Company, nor shall it interfere in any way with his or her right or the Company's right to terminate such relationship at any time, with or without cause, and with or without notice.

7. Term of Plan. Subject to stockholder approval in accordance with Section 19, the Plan shall become effective upon its adoption by the Board. Unless sooner terminated under Section 15, it shall continue in effect for a term of ten (10) years from the later of (i) the effective date of the Plan, or (ii) the earlier of the most recent Board or stockholder approval of an increase in the number of Shares reserved for issuance under the Plan.

8. Term of Option. The term of each Option shall be stated in the Option Agreement; provided, however, that the term shall be no more than ten (10) years from the date of grant thereof. In the case of an Incentive Stock Option granted to an Optionee who, at the time the Option is granted, owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the term of the Option shall be five (5) years from the date of grant or such shorter term as may be provided in the Option Agreement.

9. Option Exercise Price and Consideration.

(a) Exercise Price. The per share exercise price for the Shares to be issued upon exercise of an Option shall be such price as is determined by the Administrator, but shall be subject to the following:

(i) In the case of an Incentive Stock Option

(A) granted to an Employee who, at the time of grant of such Option, owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the exercise price shall be no less than 110% of the Fair Market Value per Share on the date of grant.

(B) granted to any other Employee, the per Share exercise price shall be no less than 100% of the Fair Market Value per Share on the date of grant.

(ii) In the case of a Nonstatutory Stock Option

(A) granted to a Service Provider who, at the time of grant of such Option, owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the exercise price shall be no less than 110% of the Fair Market Value per Share on the date of grant.

(B) granted to any other Service Provider, the per Share exercise price shall be no less than 85% of the Fair Market Value per Share on the date of grant.

(iii) Notwithstanding the foregoing, Options may be granted with a per Share exercise price other than as required above in accordance with and pursuant to a transaction described in Section 424 of the Code.

(b) Forms of Consideration. The consideration to be paid for the Shares to be issued upon exercise of an Option, including the method of payment, shall be determined by the Administrator (and, in the case of an Incentive Stock Option, shall be determined at the time of grant). Such consideration may consist of, without limitation, (1) cash, (2) check, (3) promissory note, (4) other Shares, provided Shares acquired directly from the Company (x) have been owned by the Optionee, and not subject to a substantial risk of forfeiture, for more than six months on the date of surrender, and (y) have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which such Option shall be exercised, (5) consideration received by the Company under a cashless exercise program implemented by the Company in connection with the Plan, or (6) any combination of the foregoing methods of payment. In making its determination as to the type of consideration to accept, the Administrator shall consider if acceptance of such consideration may be reasonably expected to benefit the Company.

10. Exercise of Option.

(a) Procedure for Exercise; Rights as a Stockholder. Any Option granted hereunder shall be exercisable according to the terms hereof at such times and under such conditions as determined by the Administrator and set forth in the Option Agreement. An Option may not be exercised for a fraction of a Share. Except in the case of Options granted to officers, Directors and Consultants, Options shall become exercisable at a rate of no less than 20% per year over five (5) years from the date the Options are granted.

An Option shall be deemed exercised when the Company receives (i) written or electronic notice of exercise (in accordance with the Option Agreement) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised. Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Option Agreement and the Plan. Shares issued upon exercise of an Option shall be issued in the name of the Optionee or, if requested by the Optionee, in the name of the Optionee and his or her spouse. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorised transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Shares, notwithstanding the exercise of the Option. The Company shall issue (or

cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 13 of the Plan.

Exercise of an Option in any manner shall result in a decrease in the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(b) Termination of Relationship as a Service Provider. If an Optionee ceases to be a Service Provider, such Optionee may exercise his or her Option within thirty (30) days of termination, or such longer period of time as specified in the Option Agreement, to the extent that the Option is vested on the date of termination (but in no event later than the expiration of the term of the Option as set forth in the Option Agreement). Unless the Administrator provides otherwise, if on the date of termination the Optionee is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option shall revert to the Plan. If, after termination, the Optionee does not exercise his or her Option within the time specified by the Administrator, the Option shall terminate, and the Shares covered by such Option shall revert to the Plan.

(c) Disability of Optionee. If an Optionee ceases to be a Service Provider as a result of the Optionee's Disability, the Optionee may exercise his or her Option within six (6) months of termination, or such longer period of time as specified in the Option Agreement, to the extent the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement). Unless the Administrator provides otherwise, if on the date of termination the Optionee is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option shall revert to the Plan. If, after termination, the Optionee does not exercise his or her Option within the time specified herein, the Option shall terminate, and the Shares covered by such Option shall revert to the Plan.

(d) Death of Optionee. If an Optionee dies while a Service Provider, the Option may be exercised within six (6) months following Optionee's death, or such longer period of time as specified in the Option Agreement, to the extent that the Option is vested on the date of death (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement) by the Optionee's designated beneficiary, provided such beneficiary has been designated prior to Optionee's death in a form acceptable to the Administrator. If no such beneficiary has been designated by the Optionee, then such Option may be exercised by the personal representative of the Optionee's estate or by the person(s) to whom the Option is transferred pursuant to the Optionee's will or in accordance with the laws of descent and distribution. If, at the time of death, the Optionee is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option shall immediately revert to the Plan. If the Option is not so exercised within the time specified herein, the Option shall terminate, and the Shares covered by such Option shall revert to the Plan.

(e) Leaves of Absence.

(i) Unless the Administrator provides otherwise, vesting of Options granted hereunder to officers and Directors shall be suspended during any unpaid leave of absence.

(ii) A Service Provider shall not cease to be an Employee in the case of (A) any leave of absence approved by the Company or (B) transfers between locations of the Company or between the Company, its Parent, any Subsidiary, or any successor.

(iii) For purposes of Incentive Stock Options, no such leave may exceed ninety (90) days, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then three (3) months following the 91st day of such leave, any Incentive Stock Option held by the Optionee shall cease to be treated as an Incentive Stock Option and shall be treated for tax purposes as a Nonstatutory Stock Option.

11. Stock Purchase Rights.

(a) Rights to Purchase. Stock Purchase Rights may be issued either alone, in addition to, or in tandem with other awards granted under the Plan and/or cash awards made outside of the Plan. After the Administrator determines that it will offer Stock Purchase Rights under the Plan, it shall advise the offeree in writing or electronically of the terms, conditions and restrictions related to the offer, including the number of Shares that such person shall be entitled to purchase, the price to be paid, and the time within which such person must accept such offer. The terms of the offer shall comply in all respects with Section 260.140.42 of Title 10 of the California Code of Regulations. The offer shall be accepted by execution of a Restricted Stock Purchase Agreement in the form determined by the Administrator.

(b) Repurchase Option. Unless the Administrator determines otherwise, the Restricted Stock Purchase Agreement shall grant the Company a repurchase option exercisable within 90 days of the voluntary or involuntary termination of the purchaser's service with the Company for any reason (including death or disability). Unless the Administrator provides otherwise, the purchase price for Shares repurchased pursuant to the Restricted Stock Purchase Agreement shall be the original price paid by the purchaser and may be paid by cancellation of any indebtedness of the purchaser to the Company. The repurchase option shall lapse at such rate as the Administrator may determine. Except with respect to Shares purchased by officers, Directors and Consultants, the repurchase option shall in no case lapse at a rate of less than 20% per year over five (5) years from the date of purchase.

(c) Other Provisions. The Restricted Stock Purchase Agreement shall contain such other terms, provisions and conditions not inconsistent with the Plan as may be determined by the Administrator in its sole discretion.

(d) Rights as a Stockholder. Once the Stock Purchase Right is exercised, the purchaser shall have rights equivalent to those of a stockholder and shall be a stockholder when his or her purchase is entered upon the records of the duly authorized transfer agent of the Company. No adjustment shall be made for a dividend or other right for which the record date is prior to the date the Stock Purchase Right is exercised, except as provided in Section 13 of the Plan.

12. Limited Transferability of Options and Stock Purchase Rights. Unless determined otherwise by the Administrator, Options and Stock Purchase Rights may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or the laws of descent and distribution, and may be exercised during the lifetime of the Optionee,

only by the Optionee. If the Administrator in its sole discretion makes an Option or Stock Purchase Right transferable, such Option or Stock Purchase Right may only be transferred (i) by will, (ii) by the laws of descent and distribution, or (iii) to family members (within the meaning of Rule 701 of the Securities Act) through gifts or domestic relations orders, as permitted by Rule 701 of the Securities Act.

13. Adjustments; Dissolution or Liquidation; Merger or Change in Control.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalisation, stock split, reverse stock split, reorganisation, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, may (in its sole discretion) adjust the number and class of Shares that may be delivered under the Plan and/or the number, class, and price of Shares covered by each outstanding Option or Stock Purchase Right; provided, however, that the Administrator shall make such adjustments to the extent required by Section 25102(o) of the California Corporations Code.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator shall notify each Optionee as soon as practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised, an Option or Stock Purchase Right will terminate immediately prior to the consummation of such proposed action.

(c) Merger or Change in Control. In the event of a merger of the Company with or into another corporation, or a Change in Control, each outstanding Option and Stock Purchase Right shall be assumed or an equivalent option substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. In the event that the successor corporation in a merger or Change in Control refuses to assume or substitute for the Option or Stock Purchase Right, then the Optionee shall fully vest in and have the right to exercise the Option or Stock Purchase Right as to all of the Optioned Stock, including Shares as to which it would not otherwise be vested or exercisable. If an Option or Stock Purchase Right becomes fully vested and exercisable in lieu of assumption or substitution in the event of a merger or Change in Control, the Administrator shall notify the Optionee in writing or electronically that the Option or Stock Purchase Right shall be fully exercisable for a period of time as determined by the Administrator, and the Option or Stock Purchase Right shall terminate upon expiration of such period. For the purposes of this paragraph, the Option or Stock Purchase Right shall be considered assumed if, following the merger or Change in Control, the option or right confers the right to purchase or receive, for each Share subject to the Option or Stock Purchase Right immediately prior to the merger or Change in Control, the consideration (whether stock, cash, or other securities or property) received in the merger or Change in Control by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the merger or Change in Control is not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of the Option or Stock Purchase Right, for each Share subject to the Option or Stock Purchase Right, to be solely common

stock of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of common stock in the merger or Change in Control.

14. Time of Granting Options and Stock Purchase Rights. The date of grant of an Option or Stock Purchase Right shall, for all purposes, be the date on which the Administrator makes the determination granting such Option or Stock Purchase Right, or such later date as is determined by the Administrator. Notice of the determination shall be given to each Service Provider to whom an Option or Stock Purchase Right is so granted within a reasonable time after the date of such grant.

15. Amendment and Termination of the Plan.

(a) Amendment and Termination. The Board may at any time amend, alter, suspend or terminate the Plan.

(b) Stockholder Approval. The Board shall obtain stockholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws.

(c) Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan shall impair the rights of any Optionee, unless mutually agreed otherwise between the Optionee and the Administrator, which agreement must be in writing and signed by the Optionee and the Company. Termination of the Plan shall not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Options granted under the Plan prior to the date of such termination.

16. Conditions Upon Issuance of Shares.

(a) Legal Compliance. Shares shall not be issued pursuant to the exercise of an Option or Stock Purchase Right unless the exercise of such Option or Stock Purchase Right and the issuance and delivery of such Shares shall comply with Applicable Laws and shall be further subject to the approval of counsel for the Company with respect to such compliance.

(b) Investment Representations. As a condition to the exercise of an Option or Stock Purchase Right, the Administrator may require the person exercising such Option or Stock Purchase Right to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

17. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

18. Reservation of Shares. The Company, during the term of this Plan, shall at all times reserve and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan.

19. Stockholder Approval. The Plan shall be subject to approval by the stockholders of the Company within twelve (12) months after the date the Plan is adopted. Such stockholder approval shall be obtained in the degree and manner required under Applicable Laws.

20. Information to Optionees. The Company shall provide to each Optionee and to each individual who acquires Shares pursuant to the Plan, not less frequently than annually during the period such Optionee has one or more Options or Stock Purchase Rights outstanding, and, in the case of an individual who acquires Shares pursuant to the Plan, during the period such individual owns such Shares, copies of annual financial statements. The Company shall not be required to provide such statements to key employees whose duties in connection with the Company assure their access to equivalent information.

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APPENDIX D – RULES OF THE 2010 EQUITY INCENTIVE PLAN

1. Purposes of the Plan. The purposes of this Plan are:

   (a) to attract and retain the best available personnel for positions of substantial responsibility,

   (b) to provide additional incentive to Employees, Directors and Consultants, and

   (c) to promote the success of the Company's business.

   The Plan permits the grant of Incentive Stock Options, Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock and Restricted Stock Units.

2. Definitions. As used herein, the following definitions will apply:

   (a) "Administrator" means the Board or any of its Committees as will be administering the Plan, in accordance with Section 4 of the Plan.

   (b) "Applicable Laws" means the requirements relating to the administration of equity-based awards under US state corporate laws, US federal and state securities laws, the Code, any stock exchange or quotation system on which the Ordinary Shares is listed or quoted and the applicable laws of Singapore or any country or jurisdiction where Awards are, or will be, granted under the Plan.

   (c) "Award" means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, or Restricted Stock Units.

   (d) "Award Agreement" means the written or electronic agreement setting forth the terms and provisions applicable to each Award granted under the Plan. The Award Agreement is subject to the terms and conditions of the Plan.

   (e) "Board" means the Board of Directors of the Company.

   (f) "Change in Control" means the occurrence of any of the following events:

      (i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the shares of the Company that, together with the shares held by such Person, constitutes more than 50% of the total voting power of the shares of the Company, except that any change in the ownership of the shares of the Company as a result of a private financing of the Company that is approved by the Board will not be considered a Change in Control; or

      (ii) Change in Effective Control of the Company. If the Company has a class of securities registered pursuant to Section 12 of the Exchange Act, a change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this Section 2(f), persons will be considered to be acting as a group if they are owners of a corporation that enters into a Merger, consolidation, purchase or acquisition of shares, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its sole purpose is to change the jurisdiction of the Company's incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(g) "Code" means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code herein will be a reference to any successor or amended section of the Code.

(h) "Committee" means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board, or by the compensation committee of the Board, in accordance with Section 4 hereof.

(i) "Company" means Quattro Vascular Pte Ltd (Company Registration Number 201006397R), a company incorporated in Singapore, or any successor thereto.

(j) "Consultant" means any individual, including an advisor, engaged by the Company or a Parent or Subsidiary to render services to such entity. For the avoidance of doubt, the term "Consultant" shall not include any entity or any non-natural person.

(k) "Director" means a member of the Board.

(l) "Disability" means total and permanent disability as defined in Code Section 22(e)(3), provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time.

(o) "Employee" means any person, including officers and Directors, employed by the Company or any Parent or Subsidiary of the Company. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

(p) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(q) "Exchange Program" means a program under which (i) outstanding Awards are surrendered or cancelled in exchange for Awards of the same type (which may have higher or lower exercise prices and different terms), Awards of a different type, and/or cash, (ii) Participants would have the opportunity to transfer any outstanding Awards to a financial institution or other person or entity selected by the Administrator, and/or (iii) the exercise price of an outstanding Award is reduced or increased. The Administrator will determine the terms and conditions of any Exchange Program in its sole discretion.

(r) "Fair Market Value" means, as of any date, the value of Ordinary Shares determined as follows:

(i) if the Ordinary Shares is listed on any established stock exchange or a national market system, including without limitation the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of The Nasdaq Stock Market, its Fair Market Value will be the closing sales price for such shares (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(ii) if the Ordinary Shares is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share will be the mean between the high bid and low asked prices for the Ordinary Shares on the day of determination (or, if no bids and asks were reported on that date, as applicable, on the last trading date such bids and asks were reported), as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or

(iii) in the absence of an established market for the Ordinary Shares, the Fair Market Value will be determined in good faith by the Administrator.

(s) "Incentive Stock Option" means an Option that by its terms qualifies and is otherwise intended to qualify as an incentive stock option within the meaning of Code Section 422 and the regulations promulgated thereunder.

(t) "Merger" means an occurrence where:–

(i) two or more undertakings, previously independent of one another, merge or amalgamate pursuant to the provisions of Applicable Laws;

(ii) the result of an acquisition by one undertaking (the first undertaking) of the assets (including goodwill), or a substantial part of the assets, of another undertaking (the second undertaking) is to place the first undertaking in a position to replace or substantially replace the second undertaking in the business or, as appropriate, the part concerned of the business in which that undertaking was engaged immediately before the acquisition.

(m) "Nonstatutory Stock Option" means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

(n) "Option" means a stock option granted pursuant to the Plan.

(o) "Ordinary Shares" means the ordinary shares in the capital of the Company.

(p) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Code Section 424(e).

(q) "Participant" means the holder of an outstanding Award.

(r) "Period of Restriction" means the period during which the transfer of Shares of Restricted Stock are subject to restrictions and therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, the achievement of target levels of performance, or the occurrence of other events as determined by the Administrator.

(s) "Plan" means this 2010 Equity Incentive Plan.

(t) "Restricted Stock" means Shares issued pursuant to an Award of Restricted Stock under Section 8 of the Plan, or issued pursuant to the early exercise of an Option.

(u) "Restricted Stock Unit" means a bookkeeping entry representing an amount equal to the Fair Market Value of one Share, granted pursuant to Section 9. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

(v) "Service Provider" means an Employee, Director or Consultant.

(w) "Share" means a share of the Ordinary Shares, as adjusted in accordance with Section 13 of the Plan.

(x) "Stock Appreciation Right" means an Award, granted alone or in connection with an Option, that pursuant to Section 7 is designated as a Stock Appreciation Right.

(y) "Subsidiary" means a "subsidiary corporation," whether now or hereafter existing, as defined in Code Section 424(f).

(z) All references to "$" or "dollars" are references to Singapore dollars.

3. Stock Subject to the Plan.

(a) Stock Subject to the Plan. Subject to the provisions of Section 13 of the Plan, the maximum aggregate number of Shares that may be subject to Awards and sold under the Plan is 1,293,400 Shares. The Shares may be unissued, or reacquired Ordinary Shares. For the avoidance of doubt, the Shares shall not constitute a different class of Shares from the Company's Ordinary Shares.

(b) Lapsed Awards. If an Award expires or becomes unexercisable without having been exercised in full, is surrendered pursuant to an Exchange Program, or, with respect to Restricted Stock or Restricted Stock Units, is forfeited to or repurchased by the Company due to the failure to vest, the unpurchased Shares (or for Awards other than

Options or Stock Appreciation Rights the forfeited or repurchased Shares) which were subject thereto will become available for future grant or sale under the Plan (unless the Plan has terminated). With respect to Stock Appreciation Rights, only Shares actually issued pursuant to a Stock Appreciation Right will cease to be available under the Plan; all remaining Shares under Stock Appreciation Rights will remain available for future grant or sale under the Plan (unless the Plan has terminated). Shares that have actually been issued under the Plan under any Award will not be returned to the Plan and will not become available for future distribution under the Plan; provided, however, that if Shares issued pursuant to Awards of Restricted Stock or Restricted Stock Units are repurchased by the Company or are forfeited to the Company due to the failure to vest, such Shares will become available for future grant under the Plan. Shares used to pay the exercise price of an Award or to satisfy the tax withholding obligations related to an Award will become available for future grant or sale under the Plan. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan. Notwithstanding the foregoing and, subject to adjustment as provided in Section 13, the maximum number of Shares that may be issued upon the exercise of Incentive Stock Options will equal the aggregate Share number stated in Section 3, plus, to the extent allowable under Code Section 422 and the Treasury Regulations promulgated thereunder, any Shares that become available for issuance under the Plan pursuant to Section 3(b).

(c) Share Reserve. The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

4. Administration of the Plan.

(a) Procedure.

(i) Multiple Administrative Bodies. Different Committees with respect to different groups of Service Providers may administer the Plan.

(ii) Other Administration. Other than as provided above, the Plan will be administered by (A) the Board or (B) a Committee, which Committee will be constituted to satisfy Applicable Laws.

(b) Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator will have the authority, in its discretion:

(i) to determine the Fair Market Value;

(ii) to select the Service Providers to whom Awards may be granted hereunder;

(iii) to determine the number of Shares to be covered by each Award granted hereunder;

(iv) to approve forms of Award Agreements for use under the Plan;

(v) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Awards may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Administrator will determine;

(vi) to institute and determine the terms and conditions of an Exchange Program;

(vii) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;

(viii) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws;

(ix) to modify or amend each Award (subject to Section 18(c) of the Plan), including but not limited to the discretionary authority to extend the post-termination exercisability period of Awards and to extend the maximum term of an Option (subject to Section 6(d));

(x) to allow Participants to satisfy withholding tax obligations in a manner prescribed in Section 14;

(xi) to authorise any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Administrator;

(xii) to allow a Participant to defer the receipt of the payment of cash or the delivery of Shares that otherwise would be due to such Participant under an Award; and

(xiii) to make all other determinations deemed necessary or advisable for administering the Plan.

(c) Effect of Administrator's Decision. The Administrator's decisions, determinations and interpretations will be final and binding on all Participants and any other holders of Awards.

5. Eligibility. Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock, and Restricted Stock Units may be granted to Service Providers. Incentive Stock Options may be granted only to Employees.

6. Stock Options.

(a) Grant of Options. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Options in such amounts as the Administrator, in its sole discretion, will determine.

(b) Option Agreement. Each Award of an Option will be evidenced by an Award Agreement that will specify the exercise price, the term of the Option, the number of Shares subject to the Option, the exercise restrictions, if any, applicable to the Option, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(c) Limitations. Each Option will be designated in the Award Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. Notwithstanding such designation, however, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds one hundred thousand dollars ($100,000), such Options will be treated as Nonstatutory Stock Options. For purposes of this Section 6(c), Incentive Stock Options will be taken into account in the order in which they were granted, the Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted, and calculation will be performed in accordance with Code Section 422 and Treasury Regulations promulgated thereunder.

(d) Term of Option. The term of each Option will be stated in the Award Agreement; provided, however, that the term will be no more than ten (10) years from the date of grant thereof. In the case of an Incentive Stock Option granted to a Participant who, at the time the Incentive Stock Option is granted, owns shares representing more than ten percent (10%) of the total combined voting power of all classes of shares of the Company or any Parent or Subsidiary, the term of the Incentive Stock Option will be five (5) years from the date of grant or such shorter term as may be provided in the Award Agreement.

(e) Option Exercise Price and Consideration.

(i) Exercise Price. The per Share exercise price for the Shares to be issued pursuant to the exercise of an Option will be determined by the Administrator, but will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant. In addition, in the case of an Incentive Stock Option granted to an Employee who owns shares representing more than ten percent (10%) of the voting power of all classes of shares of the Company or any Parent or Subsidiary, the per Share exercise price will be no less than one hundred ten percent (110%) of the Fair Market Value per Share on the date of grant. Notwithstanding the foregoing provisions of this Section 6(e)(i), Options may be granted with a per Share exercise price of less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Code Section 424(a).

(ii) Waiting Period and Exercise Dates. At the time an Option is granted, the Administrator will fix the period within which the Option may be exercised and will determine any conditions that must be satisfied before the Option may be exercised.

(iii) Form of Consideration. The Administrator will determine the acceptable form of consideration for exercising an Option, including the method of payment. In the case of an Incentive Stock Option, the Administrator will determine the acceptable form of consideration at the time of grant. Such consideration may consist entirely of: (1) cash; (2) check; (3) promissory note, to the extent permitted by Applicable Laws, (4) other Shares, provided that such Shares have a Fair Market Value on the

date of surrender equal to the aggregate exercise price of the Shares as to which such Option will be exercised and provided further that accepting such Shares will not result in any adverse accounting consequences to the Company, as the Administrator determines in its sole discretion; (5) consideration received by the Company under cashless exercise program (whether through a broker or otherwise) implemented by the Company in connection with the Plan; (6) by net exercise, (7) such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws, or (8) any combination of the foregoing methods of payment. In making its determination as to the type of consideration to accept, the Administrator will consider if acceptance of such consideration may be reasonably expected to benefit the Company.

(f) Exercise of Option.

(i) Procedure for Exercise; Rights as a Shareholder. Any Option granted hereunder will be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share.

An Option will be deemed exercised when the Company receives: (i) notice of exercise (in such form as the Administrator may specify from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with applicable tax withholding). Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant or, if requested by the Participant, in the name of the Participant and his or her spouse. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorised transfer agent of the Company), no right to vote or receive dividends or any other rights as a shareholder will exist with respect to the Shares subject to an Option, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 13 of the Plan.

Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(ii) Termination of Relationship as a Service Provider. If a Participant ceases for any reason whatsoever to be a Service Provider, other than as the result of the Participant's death or Disability, the Participant may exercise his or her Option within thirty (30) days of such cessation, or such longer period of time as is specified in the Award Agreement (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement) to the extent that the Option is vested on the date of such cessation. Unless otherwise provided by the Administrator, if on the date of such cessation the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after such cessation the Participant does not exercise the

vested portion of his or her Option within the time specified by the Administrator, the Option will terminate, and the Shares covered by the vested portion of such Option will revert to the Plan.

(iii) Disability of Participant. If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within six (6) months of such cessation, or such longer period of time as is specified in the Award Agreement (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement) to the extent the Option is vested on the date of such cessation. Unless otherwise provided by the Administrator, if on the date of such cessation the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after such cessation the Participant does not exercise the vested portion of his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iv) Death of Participant. If a Participant dies while a Service Provider, the Option may be exercised within six (6) months following the Participant's death, or within such longer period of time as is specified in the Award Agreement (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement) to the extent that the Option is vested on the date of death, by the Participant's designated beneficiary, provided such beneficiary has been designated prior to the Participant's death in a form acceptable to the Administrator. If no such beneficiary has been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution. Unless otherwise provided by the Administrator, if at the time of death Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will immediately revert to the Plan. If the Option is not so exercised in respect of the vested portion of the Option within the time specified herein, the Option will terminate, and the Shares covered by the vested portion of such Option will revert to the Plan.

7. Stock Appreciation Rights.

(a) Grant of Stock Appreciation Rights. Subject to the terms and conditions of the Plan, a Stock Appreciation Right may be granted to Service Providers at any time and from time to time as will be determined by the Administrator, in its sole discretion.

(b) Number of Shares. The Administrator will have complete discretion to determine the number of Shares subject to any Award of Stock Appreciation Rights.

(c) Exercise Price and Other Terms. The per Share exercise price for the Shares that will determine the amount of the payment to be received upon exercise of a Stock Appreciation Right as set forth in Section 7(f) will be determined by the Administrator and will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant. Otherwise, the Administrator, subject to the provisions of the Plan, will have complete discretion to determine the terms and conditions of Stock Appreciation Rights granted under the Plan.

(d) Stock Appreciation Right Agreement. Each Stock Appreciation Right grant will be evidenced by an Award Agreement addressed to the Participant that will specify the exercise price, the term of the Stock Appreciation Right, the conditions of exercise, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(e) Expiration of Stock Appreciation Rights. A Stock Appreciation Right granted under the Plan will expire upon the date determined by the Administrator, in its sole discretion, and set forth in the Award Agreement. Notwithstanding the foregoing, the rules of Section 6(d) relating to the maximum term and Section 6(f) relating to exercise also will apply to Stock Appreciation Rights.

(f) Payment of Stock Appreciation Right Amount. Upon exercise of a Stock Appreciation Right, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying:

(i) The Fair Market Value of a Share on the date of exercise less the exercise price; multiplied by

(ii) The number of Shares with respect to which the Stock Appreciation Right is exercised.

At the discretion of the Administrator, the payment upon Stock Appreciation Right exercise may be in cash, in Shares of equivalent value, or in some combination thereof.

8. Restricted Stock.

(a) Grant of Restricted Stock. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Shares of Restricted Stock to Service Providers in such amounts as the Administrator, in its sole discretion, will determine.

(b) Restricted Stock Agreement. Each Award of Restricted Stock will be evidenced by an Award Agreement addressed to the Participant that will specify the Period of Restriction, the number of Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, will determine. Unless the Administrator determines otherwise, the Company as escrow agent will hold Shares of Restricted Stock until the restrictions on such Shares have lapsed.

(c) Transferability. Except as provided in this Section 8 or as the Administrator determines, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable Period of Restriction.

(d) Other Restrictions. The Administrator, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate.

(e) Removal of Restrictions. Except as otherwise provided in this Section 8, Shares of Restricted Stock covered by each Restricted Stock grant made under the Plan will be released from escrow as soon as practicable after the last day of the Period of Restriction or at such other time as the Administrator may determine. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

(f) Voting Rights. During the Period of Restriction, Service Providers holding Shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise.

(g) Dividends and Other Distributions. During the Period of Restriction, Service Providers holding Shares of Restricted Stock will be entitled to receive all dividends and other distributions paid with respect to such Shares, unless the Administrator provides otherwise. If any such dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid.

(h) Return of Restricted Stock to Company. On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have not lapsed will revert to the Company and again will become available for grant under the Plan.

9. Restricted Stock Units.

(a) Grant. Restricted Stock Units may be granted at any time and from time to time as determined by the Administrator. After the Administrator determines that it will grant Restricted Stock Units, it will specify in an Award Agreement addressed to the Participant the terms, conditions, and restrictions related to the grant, including the number of Restricted Stock Units.

(b) Vesting Criteria and Other Terms. The Administrator will set vesting criteria in its discretion, which, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units that will be paid out to the Participant. The Administrator may set vesting criteria based upon the achievement of Company-wide, business unit, or individual goals (including, but not limited to, continued employment or service), or any other basis determined by the Administrator in its discretion.

(c) Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Participant will be entitled to receive a payout as determined by the Administrator. Notwithstanding the foregoing, at any time after the grant of Restricted Stock Units, the Administrator, in its sole discretion, may reduce or waive any vesting criteria that must be met to receive a payout.

(d) Form and Timing of Payment. Payment of earned Restricted Stock Units will be made as soon as practicable after the date(s) determined by the Administrator and set forth in the Award Agreement. The Administrator, in its sole discretion, may settle earned Restricted Stock Units in cash, Shares, or a combination of both.

(e) Cancellation. On the date set forth in the Award Agreement, all unearned Restricted Stock Units will be forfeited to the Company.

10. Compliance With Code Section 409A. Awards will be designed and operated in such a manner that they are either exempt from the application of, or comply with, the requirements of Code Section 409A, except as otherwise determined in the sole discretion of the Administrator. The Plan and each Award Agreement under the Plan is intended to meet the requirements of Code Section 409A and will be construed and interpreted in accordance with such intent, except as otherwise determined in the sole discretion of the Administrator. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Code Section 409A the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Code Section 409A, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A.

11. Leaves of Absence/Transfer Between Locations. Unless the Administrator provides otherwise, vesting of Awards granted hereunder will be suspended during any unpaid leave of absence. A Participant will not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent, or any Subsidiary. For purposes of Incentive Stock Options, no such approved leave of absence may exceed three (3) months, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then six (6) months following the first (1st) day of such leave, any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonstatutory Stock Option.

12. Limited Transferability of Awards.

    (a) Unless determined otherwise by the Administrator, Awards may not be sold, pledged, assigned, hypothecated, or otherwise transferred in any manner other than by will or by the laws of descent and distribution, and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator makes an Award transferable, such Award may only be transferred (i) by will, (ii) by the laws of descent and distribution, or (iii) as permitted by Rule 701 of the Securities Act of 1933, as amended (the “Securities Act”).

    (b) Further, until the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, or after the Administrator determines that it is, will, or may no longer be relying upon the exemption from registration under the Exchange Act as set forth in Rule 12h-1(f) promulgated under the Exchange Act, an Option, or prior to exercise, the Shares subject to the Option, may not be pledged, hypothecated or otherwise transferred or disposed of, in any manner, including by entering into any short position, any “put equivalent position” or any “call equivalent position” (as defined in Rule 16a-1(h) and Rule 16a-1(b) of the Exchange Act, respectively), other than to (i) persons who are “family members” (as defined in Rule 701(c)(3) of the Securities Act) through gifts or domestic relations orders, or (ii) to an executor or guardian of the Participant upon the death or disability of the Participant. Notwithstanding the foregoing sentence, the Administrator, in its sole discretion, may determine to permit transfers to the Company or in connection with a Change in Control or other acquisition transactions involving the Company to the extent permitted by Rule 12h-1(f) of the Exchange Act.

13. Adjustments; Dissolution or Liquidation; Merger or Change in Control.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalisation, share split, reverse share split, reorganisation, Merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will adjust the number and class of Shares that may be delivered under the Plan and/or the number, class, and price of Shares covered by each outstanding Award; provided, however, that the Administrator will make such adjustments to an Award required by Section 25102(o) of the California Corporations Code to the extent the Company is relying upon the exemption afforded thereby with respect to the Award.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant as soon as practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised, an Award will terminate immediately prior to the consummation of such proposed action.

(c) Merger or Change in Control. In the event of a Merger or Change in Control, each outstanding Award will be treated as the Administrator determines (subject to the provisions of the proceeding paragraph) without a Participant's consent, including, without limitation, that (i) Awards will be assumed, or substantially equivalent Awards will be substituted, by the acquiring or succeeding corporation (or an affiliate thereof) with appropriate adjustments as to the number and kind of shares and prices; (ii) upon written notice to a Participant, that the Participant's Awards will terminate upon or immediately prior to the consummation of such Merger or Change in Control; (iii) outstanding Awards will vest and become exercisable, realizable, or payable, or restrictions applicable to an Award will lapse, in whole or in part prior to or upon consummation of such Merger or Change in Control, and, to the extent the Administrator determines, terminate upon or immediately prior to the effectiveness of such Merger or Change in Control; (iv) (A) the termination of an Award in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Administrator determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment), or (B) the replacement of such Award with other rights or property selected by the Administrator in its sole discretion; or (v) any combination of the foregoing. In taking any of the actions permitted under this subsection 13(c), the Administrator will not be obligated to treat all Awards, all Awards held by a Participant, or all Awards of the same type, similarly.

In the event that the successor corporation does not assume or substitute for the Award (or portion thereof), the Participant will fully vest in and have the right to exercise all of his or her outstanding Options and Stock Appreciation Rights, including Shares as to which such Awards would not otherwise be vested or exercisable, all restrictions on Restricted Stock and Restricted Stock Units will lapse, and, with respect to Awards with performance-based vesting, all performance goals or other vesting criteria will be

deemed achieved at one hundred percent (100%) of target levels and all other terms and conditions met. In addition, if an Option or Stock Appreciation Right is not assumed or substituted in the event of a Merger or Change in Control, the Administrator will notify the Participant in writing or electronically that the Option or Stock Appreciation Right will be exercisable for a period of time determined by the Administrator in its sole discretion, and the Option or Stock Appreciation Right will terminate upon the expiration of such period.

For the purposes of this subsection 13(c), an Award will be considered assumed if, following the Merger or Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Merger or Change in Control, the consideration (whether shares, cash, or other securities or property) received in the Merger or Change in Control by holders of Ordinary Shares for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the Merger or Change in Control is not solely Ordinary Shares of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of an Option or Stock Appreciation Right or upon the payout of a Restricted Stock Unit, for each Share subject to such Award, to be solely Ordinary Shares of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of Ordinary Shares in the Merger or Change in Control.

Notwithstanding anything in this Section 13(c) to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more performance goals will not be considered assumed if the Company or its successor modifies any of such performance goals without the Participant's consent; provided, however, a modification to such performance goals only to reflect the successor corporation's post-Change in Control corporate structure will not be deemed to invalidate an otherwise valid Award assumption.

Notwithstanding anything in this Section 13(c) to the contrary, if a payment under an Award Agreement is subject to Code Section 409A and if the change in control definition contained in the Award Agreement does not comply with the definition of "change of control" for purposes of a distribution under Code Section 409A, then any payment of an amount that is otherwise accelerated under this Section will be delayed until the earliest time that such payment would be permissible under Code Section 409A without triggering any penalties applicable under Code Section 409A.

14. Withholding.

(a) Withholding Requirements. Prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof), the Company will have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local, foreign law requirements, including without limitation any taxes (including the Participant's FICA obligation) and/or provident fund contributions required to be withheld with respect to such Award (or exercise thereof).

(b) Withholding Arrangements. Subject to Applicable Laws, the Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit a Participant to satisfy such deduction or withholding obligation, in whole or in part by (without limitation) (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable Shares having a Fair Market Value equal to the minimum statutory amount required to be withheld, (iii) delivering to the Company already-owned Shares having a Fair Market Value equal to the statutory amount required to be withheld, provided the delivery of such Shares will not result in any adverse accounting consequences, as the Administrator determines in its sole discretion, or (iv) selling a sufficient number of Shares otherwise deliverable to the Participant through such means as the Administrator may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. The amount of the withholding requirement will be deemed to include any amount which the Administrator agrees may be withheld at the time the election is made. Any withholding for tax shall not exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Participant with respect to the Award on the date that the amount of tax to be withheld is to be determined. The Fair Market Value of the Shares to be withheld or delivered will be determined as of the date that the amounts are required to be deducted or withheld.

15. No Effect on Employment or Service. Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company, nor will the Plan or any Award interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without cause, to the extent permitted by Applicable Laws.

16. Date of Grant. The date of grant of an Award will be, for all purposes, the date on which the Administrator makes the determination granting such Award, or such other later date as is determined by the Administrator. Notice of the determination will at the discretion of the Administrator be provided to each Participant within a reasonable time after the date of such grant.

17. Term of Plan. Subject to Section 21 of the Plan, the Plan will become effective upon its adoption by the Board. Unless sooner terminated under Section 18, it will continue in effect for a term of ten (10) years from the later of (a) the effective date of the Plan, or (b) the earlier of the most recent Board or shareholder approval of an increase in the number of Shares reserved for issuance under the Plan.

18. Amendment and Termination of the Plan.

(a) Amendment and Termination. The Board may at any time and from time to time amend, alter, suspend or terminate the Plan.

(b) Shareholder Approval. The Company will obtain shareholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws.

(c) Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan will impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

19. Conditions Upon Issuance of Shares.

    (a) Legal Compliance. Shares will not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares will comply with Applicable Laws and will be further subject to the approval of counsel for the Company with respect to such compliance.

    (b) Investment Representations. As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

20. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority will not have been obtained.

21. Shareholder Approval. The Plan will be subject to approval by the shareholders of the Company within twelve (12) months after the date the Plan is adopted by the Board. Such shareholder approval will be obtained in the manner and to the degree required under Applicable Laws.

22. Information to Participants. Beginning on the earlier of (i) the date that the aggregate number of Participants under this Plan is five hundred (500) or more and the Company is relying on the exemption provided by Rule 12h-1(f)(1) under the Exchange Act and (ii) the date that the Company is required to deliver information to Participants pursuant to Rule 701 under the Securities Act, and until such time as the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, is no longer relying on the exemption provided by Rule 12h-1(f)(1) under the Exchange Act or is no longer required to deliver information to Participants pursuant to Rule 701 under the Securities Act, the Company shall provide to each Participant the information described in paragraphs (e)(3), (4), and (5) of Rule 701 under the Securities Act not less frequently than every six (6) months with the financial statements being not more than 180 days old and with such information provided either by physical or electronic delivery to the Participants or by written notice to the Participants of the availability of the information on an Internet site that may be password-protected and of any password needed to access the information. The Company may request that Participants agree to keep the information to be provided pursuant to this section confidential. If a Participant does not agree to keep the information to be provided pursuant to this section confidential, then the Company will not be required to provide the information unless otherwise required pursuant to Rule 12h-1(f)(1) under the Exchange Act or Rule 701 of the Securities Act.

1. Purposes of the Plan. The purposes of this Plan are:

   (a) to attract and retain the best available personnel for positions of substantial responsibility,

   (b) to provide additional incentive to Employees, Directors and Consultants, and

   (c) to promote the success of the Company's business.

   The Plan permits the grant of Incentive Stock Options, Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock and Restricted Stock Units.

2. Definitions. As used herein, the following definitions will apply:

   (a) "Administrator" means the Board or any of its Committees as will be administering the Plan, in accordance with Section 4 of the Plan.

   (b) "Applicable Laws" means the requirements relating to the administration of equity-based awards under US state corporate laws, US federal and state securities laws, the Code, any stock exchange or quotation system on which the Ordinary Shares is listed or quoted and the applicable laws of Singapore or any country or jurisdiction where Awards are, or will be, granted under the Plan.

   (c) "Award" means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, or Restricted Stock Units.

   (d) "Award Agreement" means the written or electronic agreement setting forth the terms and provisions applicable to each Award granted under the Plan. The Award Agreement is subject to the terms and conditions of the Plan.

   (e) "Board" means the Board of Directors of the Company.

   (f) "Change in Control" means the occurrence of any of the following events:

      (i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the shares of the Company that, together with the shares held by such Person, constitutes more than 50% of the total voting power of the shares of the Company, except that any change in the ownership of the shares of the Company as a result of a private financing of the Company that is approved by the Board will not be considered a Change in Control; or

      (ii) Change in Effective Control of the Company. If the Company has a class of securities registered pursuant to Section 12 of the Exchange Act, a change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this Section 2(f), persons will be considered to be acting as a group if they are owners of a corporation that enters into a Merger, consolidation, purchase or acquisition of shares, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its sole purpose is to change the jurisdiction of the Company's incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(g) "Code" means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code herein will be a reference to any successor or amended section of the Code.

(h) "Committee" means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board, or by the compensation committee of the Board, in accordance with Section 4 hereof.

(i) "Company" means QT Vascular Pte. Ltd. (Company Registration Number 201305911K), a company incorporated in Singapore, or any successor thereto.

(j) "Consultant" means any individual, including an advisor, engaged by the Company or a Parent or Subsidiary to render services to such entity. For the avoidance of doubt, the term "Consultant" shall not include any entity or any non-natural person.

(k) "Director" means a member of the Board.

(l) "Disability" means total and permanent disability as defined in Code Section 22(e)(3), provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time.

(m) "Employee" means any person, including officers and Directors, employed by the Company or any Parent or Subsidiary of the Company. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

(n) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(o) "Exchange Program" means a program under which (i) outstanding Awards are surrendered or cancelled in exchange for Awards of the same type (which may have higher or lower exercise prices and different terms), Awards of a different type, and/or cash, (ii) Participants would have the opportunity to transfer any outstanding Awards to a financial institution or other person or entity selected by the Administrator, and/or (iii) the exercise price of an outstanding Award is reduced or increased. The Administrator will determine the terms and conditions of any Exchange Program in its sole discretion.

(p) "Fair Market Value" means, as of any date, the value of Ordinary Shares determined as follows:

(i) If the Ordinary Shares is listed on any established stock exchange or a national market system, including without limitation the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of The Nasdaq Stock Market, its Fair Market Value will be the closing sales price for such shares (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(ii) If the Ordinary Shares is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share will be the mean between the high bid and low asked prices for the Ordinary Shares on the day of determination (or, if no bids and asks were reported on that date, as applicable, on the last trading date such bids and asks were reported), as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or

(iii) In the absence of an established market for the Ordinary Shares, the Fair Market Value will be determined in good faith by the Administrator.

(q) "Incentive Stock Option" means an Option that by its terms qualifies and is otherwise intended to qualify as an incentive stock option within the meaning of Code Section 422 and the regulations promulgated thereunder.

(r) "Merger" means an occurrence where:–

(i) two or more undertakings, previously independent of one another, merge or amalgamate pursuant to the provisions of Applicable Laws; or

(ii) the result of an acquisition by one undertaking (the first undertaking) of the assets (including goodwill), or a substantial part of the assets, of another undertaking (the second undertaking) is to place the first undertaking in a position to replace or substantially replace the second undertaking in the business or, as appropriate, the part concerned of the business in which that undertaking was engaged immediately before the acquisition.

(s) "Nonstatutory Stock Option" means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

(t) "Option" means a stock option granted pursuant to the Plan.

(u) "Ordinary Shares" means the ordinary shares in the capital of the Company.

(v) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Code Section 424(e).

(w) "Participant" means the holder of an outstanding Award.

(x) "Period of Restriction" means the period during which the transfer of Shares of Restricted Stock are subject to restrictions and therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, the achievement of target levels of performance, or the occurrence of other events as determined by the Administrator.

(y) "Plan" means this 2013 Share Plan.

(z) "Restricted Stock" means Shares issued pursuant to an Award of Restricted Stock under Section 8 of the Plan, or issued pursuant to the early exercise of an Option.

(aa) "Restricted Stock Unit" means a bookkeeping entry representing an amount equal to the Fair Market Value of one Share, granted pursuant to Section 9. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

(bb) "Service Provider" means an Employee, Director or Consultant.

(cc) "Share" means a share of the Ordinary Shares, as adjusted in accordance with Section 13 of the Plan.

(dd) "Stock Appreciation Right" means an Award, granted alone or in connection with an Option, that pursuant to Section 7 is designated as a Stock Appreciation Right.

(ee) "Subsidiary" means a "subsidiary corporation," whether now or hereafter existing, as defined in Code Section 424(f).

(ff) All references to "$" or "dollars" are references to Singapore dollars.

3. Stock Subject to the Plan.

(a) Stock Subject to the Plan. Subject to the provisions of Section 13 of the Plan, the maximum aggregate number of Shares that may be subject to Awards and sold under the Plan is 4,800,596 Shares. The Shares may be unissued, or reacquired Ordinary Shares. For the avoidance of doubt, the Shares shall not constitute a different class of Shares from the Company's Ordinary Shares.

(b) Lapsed Awards. If an Award expires or becomes unexercisable without having been exercised in full, is surrendered pursuant to an Exchange Program, or, with respect to Restricted Stock or Restricted Stock Units, is forfeited to or repurchased by the Company due to the failure to vest, the unpurchased Shares (or for Awards other than Options or Stock Appreciation Rights the forfeited or repurchased Shares) which were subject thereto will become available for future grant or sale under the Plan (unless the Plan has terminated). With respect to Stock Appreciation Rights, only Shares actually issued pursuant to a Stock Appreciation Right will cease to be available under the Plan; all remaining Shares under Stock Appreciation Rights will remain available for future grant or sale under the Plan (unless the Plan has terminated). Shares that have actually been issued under the Plan under any Award will not be returned to the Plan and will not become available for future distribution under the Plan; provided, however, that if Shares issued pursuant to Awards of Restricted Stock or Restricted Stock Units are repurchased by the Company or are forfeited to the Company due to the failure to vest, such Shares will become available for future grant under the Plan. Shares used to pay the exercise price of an Award or to satisfy the tax withholding obligations related to an Award will become available for future grant or sale under the Plan. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan. Notwithstanding the foregoing and, subject to adjustment as provided in Section 13, the maximum number of Shares that may be issued upon the exercise of Incentive Stock Options will equal the aggregate Share number stated in Section 3, plus, to the extent allowable under Code Section 422 and the Treasury Regulations promulgated thereunder, any Shares that become available for issuance under the Plan pursuant to Section 3(b).

(c) Share Reserve. The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

4. Administration of the Plan.

(a) Procedure.

(i) Multiple Administrative Bodies. Different Committees with respect to different groups of Service Providers may administer the Plan.

(ii) Other Administration. Other than as provided above, the Plan will be administered by (A) the Board or (B) a Committee, which Committee will be constituted to satisfy Applicable Laws.

(b) Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator will have the authority, in its discretion:

(i) to determine the Fair Market Value;

(ii) to select the Service Providers to whom Awards may be granted hereunder;

(iii) to determine the number of Shares to be covered by each Award granted hereunder;

(iv) to approve forms of Award Agreements for use under the Plan;

(v) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Awards may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Administrator will determine;

(vi) to institute and determine the terms and conditions of an Exchange Program;

(vii) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;

(viii) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws;

(ix) to modify or amend each Award (subject to Section 18(c) of the Plan), including but not limited to the discretionary authority to extend the post-termination exercisability period of Awards and to extend the maximum term of an Option (subject to Section 6(d));

(x) to allow Participants to satisfy withholding tax obligations in a manner prescribed in Section 14;

(xi) to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Administrator;

(xii) to allow a Participant to defer the receipt of the payment of cash or the delivery of Shares that otherwise would be due to such Participant under an Award; and

(xiii) to make all other determinations deemed necessary or advisable for administering the Plan.

(c) Effect of Administrator's Decision. The Administrator's decisions, determinations and interpretations will be final and binding on all Participants and any other holders of Awards.

5. Eligibility. Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock, and Restricted Stock Units may be granted to Service Providers. Incentive Stock Options may be granted only to Employees.

6. Stock Options.

(a) Grant of Options. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Options in such amounts as the Administrator, in its sole discretion, will determine.

(b) Option Agreement. Each Award of an Option will be evidenced by an Award Agreement that will specify the exercise price, the term of the Option, the number of Shares subject to the Option, the exercise restrictions, if any, applicable to the Option, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(c) Limitations. Each Option will be designated in the Award Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. Notwithstanding such designation, however, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds one hundred thousand dollars ($100,000), such Options will be treated as Nonstatutory Stock Options. For purposes of this Section 6(c), Incentive Stock Options will be taken into account in the order in which they were granted, the Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted, and calculation will be performed in accordance with Code Section 422 and Treasury Regulations promulgated thereunder.

(d) Term of Option. The term of each Option will be stated in the Award Agreement; provided, however, that the term will be no more than ten (10) years from the date of grant thereof. In the case of an Incentive Stock Option granted to a Participant who, at the time the Incentive Stock Option is granted, owns shares representing more than ten percent (10%) of the total combined voting power of all classes of shares of the Company or any Parent or Subsidiary, the term of the Incentive Stock Option will be five (5) years from the date of grant or such shorter term as may be provided in the Award Agreement.

(e) Option Exercise Price and Consideration.

(i) Exercise Price. The per Share exercise price for the Shares to be issued pursuant to the exercise of an Option will be determined by the Administrator, but will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant. In addition, in the case of an Incentive Stock Option granted to an Employee who owns shares representing more than ten percent (10%) of the voting power of all classes of shares of the Company or any Parent or Subsidiary, the per Share exercise price will be no less than one hundred ten percent (110%) of the Fair Market Value per Share on the date of grant. Notwithstanding the foregoing provisions of this Section 6(e)(i), Options may be granted with a per Share exercise price of less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Code Section 424(a).

(ii) Waiting Period and Exercise Dates. At the time an Option is granted, the Administrator will fix the period within which the Option may be exercised and will determine any conditions that must be satisfied before the Option may be exercised.

(iii) Form of Consideration. The Administrator will determine the acceptable form of consideration for exercising an Option, including the method of payment. In the case of an Incentive Stock Option, the Administrator will determine the acceptable form of consideration at the time of grant. Such consideration may consist entirely of: (1) cash; (2) check; (3) promissory note, to the extent permitted by Applicable Laws, (4) other Shares, provided that such Shares have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which such Option will be exercised and provided further that accepting such Shares will not result in any adverse accounting consequences to the Company, as the Administrator determines in its sole discretion; (5) consideration received by the Company under cashless exercise program (whether through a broker or otherwise) implemented by the Company in connection with the Plan; (6) by net exercise, (7) such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws, or (8) any combination of the foregoing methods of payment. In making its determination as to the type of consideration to accept, the Administrator will consider if acceptance of such consideration may be reasonably expected to benefit the Company.

(f) Exercise of Option.

(i) Procedure for Exercise; Rights as a Shareholder. Any Option granted hereunder will be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share.

An Option will be deemed exercised when the Company receives: (i) notice of exercise (in such form as the Administrator may specify from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with applicable tax withholding). Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant or, if requested by the Participant, in the name of the Participant and his or her spouse. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a shareholder will exist with respect to the Shares subject to an Option, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 13 of the Plan.

Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(ii) Termination of Relationship as a Service Provider. If a Participant ceases for any reason whatsoever to be a Service Provider, other than as the result of the Participant's death or Disability, the Participant may exercise his or her Option within thirty (30) days of such cessation, or such longer period of time as is specified in the Award Agreement (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement) to the extent that the

Option is vested on the date of such cessation. Unless otherwise provided by the Administrator, if on the date of such cessation the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after such cessation the Participant does not exercise the vested portion of his or her Option within the time specified by the Administrator, the Option will terminate, and the Shares covered by the vested portion of such Option will revert to the Plan.

(iii) Disability of Participant. If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within six (6) months of such cessation, or such longer period of time as is specified in the Award Agreement (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement) to the extent the Option is vested on the date of such cessation. Unless otherwise provided by the Administrator, if on the date of such cessation the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after such cessation the Participant does not exercise the vested portion of his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iv) Death of Participant. If a Participant dies while a Service Provider, the Option may be exercised within six (6) months following the Participant's death, or within such longer period of time as is specified in the Award Agreement (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement) to the extent that the Option is vested on the date of death, by the Participant's designated beneficiary, provided such beneficiary has been designated prior to the Participant's death in a form acceptable to the Administrator. If no such beneficiary has been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution. Unless otherwise provided by the Administrator, if at the time of death Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will immediately revert to the Plan. If the Option is not so exercised in respect of the vested portion of the Option within the time specified herein, the Option will terminate, and the Shares covered by the vested portion of such Option will revert to the Plan.

7. Stock Appreciation Rights.

(a) Grant of Stock Appreciation Rights. Subject to the terms and conditions of the Plan, a Stock Appreciation Right may be granted to Service Providers at any time and from time to time as will be determined by the Administrator, in its sole discretion.

(b) Number of Shares. The Administrator will have complete discretion to determine the number of Shares subject to any Award of Stock Appreciation Rights.

(c) Exercise Price and Other Terms. The per Share exercise price for the Shares that will determine the amount of the payment to be received upon exercise of a Stock Appreciation Right as set forth in Section 7(f) will be determined by the Administrator and will be no less than one hundred percent (100%) of the Fair Market Value per

Share on the date of grant. Otherwise, the Administrator, subject to the provisions of the Plan, will have complete discretion to determine the terms and conditions of Stock Appreciation Rights granted under the Plan.

(d) Stock Appreciation Right Agreement. Each Stock Appreciation Right grant will be evidenced by an Award Agreement addressed to the Participant that will specify the exercise price, the term of the Stock Appreciation Right, the conditions of exercise, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(e) Expiration of Stock Appreciation Rights. A Stock Appreciation Right granted under the Plan will expire upon the date determined by the Administrator, in its sole discretion, and set forth in the Award Agreement. Notwithstanding the foregoing, the rules of Section 6(d) relating to the maximum term and Section 6(f) relating to exercise also will apply to Stock Appreciation Rights.

(f) Payment of Stock Appreciation Right Amount. Upon exercise of a Stock Appreciation Right, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying:

(i) the Fair Market Value of a Share on the date of exercise less the exercise price; multiplied by

(ii) the number of Shares with respect to which the Stock Appreciation Right is exercised.

At the discretion of the Administrator, the payment upon Stock Appreciation Right exercise may be in cash, in Shares of equivalent value, or in some combination thereof.

8. Restricted Stock.

(a) Grant of Restricted Stock. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Shares of Restricted Stock to Service Providers in such amounts as the Administrator, in its sole discretion, will determine.

(b) Restricted Stock Agreement. Each Award of Restricted Stock will be evidenced by an Award Agreement addressed to the Participant that will specify the Period of Restriction, the number of Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, will determine. Unless the Administrator determines otherwise, the Company as escrow agent will hold Shares of Restricted Stock until the restrictions on such Shares have lapsed.

(c) Transferability. Except as provided in this Section 8 or as the Administrator determines, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable Period of Restriction.

(d) Other Restrictions. The Administrator, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate.

(e) Removal of Restrictions. Except as otherwise provided in this Section 8, Shares of Restricted Stock covered by each Restricted Stock grant made under the Plan will be released from escrow as soon as practicable after the last day of the Period of Restriction or at such other time as the Administrator may determine. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

(f) Voting Rights. During the Period of Restriction, Service Providers holding Shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise.

(g) Dividends and Other Distributions. During the Period of Restriction, Service Providers holding Shares of Restricted Stock will be entitled to receive all dividends and other distributions paid with respect to such Shares, unless the Administrator provides otherwise. If any such dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid.

(h) Return of Restricted Stock to Company. On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have not lapsed will revert to the Company and again will become available for grant under the Plan.

9. Restricted Stock Units.

(a) Grant. Restricted Stock Units may be granted at any time and from time to time as determined by the Administrator. After the Administrator determines that it will grant Restricted Stock Units, it will specify in an Award Agreement addressed to the Participant the terms, conditions, and restrictions related to the grant, including the number of Restricted Stock Units.

(b) Vesting Criteria and Other Terms. The Administrator will set vesting criteria in its discretion, which, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units that will be paid out to the Participant. The Administrator may set vesting criteria based upon the achievement of Company-wide, business unit, or individual goals (including, but not limited to, continued employment or service), or any other basis determined by the Administrator in its discretion.

(c) Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Participant will be entitled to receive a payout as determined by the Administrator. Notwithstanding the foregoing, at any time after the grant of Restricted Stock Units, the Administrator, in its sole discretion, may reduce or waive any vesting criteria that must be met to receive a payout.

(d) Form and Timing of Payment. Payment of earned Restricted Stock Units will be made as soon as practicable after the date(s) determined by the Administrator and set forth in the Award Agreement. The Administrator, in its sole discretion, may settle earned Restricted Stock Units in cash, Shares, or a combination of both.

(e) Cancellation. On the date set forth in the Award Agreement, all unearned Restricted Stock Units will be forfeited to the Company.

10. Compliance With Code Section 409A. Awards will be designed and operated in such a manner that they are either exempt from the application of, or comply with, the requirements of Code Section 409A, except as otherwise determined in the sole discretion of the Administrator. The Plan and each Award Agreement under the Plan is intended to meet the requirements of Code Section 409A and will be construed and interpreted in accordance with such intent, except as otherwise determined in the sole discretion of the Administrator. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Code Section 409A the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Code Section 409A, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A.

11. Leaves of Absence/Transfer Between Locations. Unless the Administrator provides otherwise, vesting of Awards granted hereunder will be suspended during any unpaid leave of absence. A Participant will not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent, or any Subsidiary. For purposes of Incentive Stock Options, no such approved leave of absence may exceed three (3) months, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then six (6) months following the first (1st) day of such leave, any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonstatutory Stock Option.

12. Limited Transferability of Awards.

    (a) Unless determined otherwise by the Administrator, Awards may not be sold, pledged, assigned, hypothecated, or otherwise transferred in any manner other than by will or by the laws of descent and distribution, and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator makes an Award transferable, such Award may only be transferred (i) by will, (ii) by the laws of descent and distribution, or (iii) as permitted by Rule 701 of the Securities Act of 1933, as amended (the “Securities Act”).

    (b) Further, until the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, or after the Administrator determines that it is, will, or may no longer be relying upon the exemption from registration under the Exchange Act as set forth in Rule 12h-1(f) promulgated under the Exchange Act, an Option, or prior to exercise, the Shares subject to the Option, may not be pledged, hypothecated or otherwise transferred or disposed of, in any manner, including by entering into any short position, any “put equivalent position” or any “call equivalent position” (as defined in Rule 16a-1(h) and Rule 16a-1(b) of the Exchange Act, respectively), other than to (i) persons who are “family members” (as defined in Rule 701(c)(3) of the Securities Act) through gifts or domestic relations orders, or (ii) to an executor or guardian of the Participant upon the death or disability of the Participant. Notwithstanding the foregoing sentence, the Administrator, in its sole discretion, may determine to permit transfers to the Company or in connection with a Change in Control or other acquisition transactions involving the Company to the extent permitted by Rule 12h-1(f) of the Exchange Act.

13. Adjustments; Dissolution or Liquidation; Merger or Change in Control.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalisation, share split, reverse share split, reorganisation, Merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will adjust the number and class of Shares that may be delivered under the Plan and/or the number, class, and price of Shares covered by each outstanding Award; provided, however, that the Administrator will make such adjustments to an Award required by Section 25102(o) of the California Corporations Code to the extent the Company is relying upon the exemption afforded thereby with respect to the Award.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant as soon as practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised, an Award will terminate immediately prior to the consummation of such proposed action.

(c) Merger or Change in Control. In the event of a Merger or Change in Control, each outstanding Award will be treated as the Administrator determines (subject to the provisions of the proceeding paragraph) without a Participant's consent, including, without limitation, that (i) Awards will be assumed, or substantially equivalent Awards will be substituted, by the acquiring or succeeding corporation (or an affiliate thereof) with appropriate adjustments as to the number and kind of shares and prices; (ii) upon written notice to a Participant, that the Participant's Awards will terminate upon or immediately prior to the consummation of such Merger or Change in Control; (iii) outstanding Awards will vest and become exercisable, realisable, or payable, or restrictions applicable to an Award will lapse, in whole or in part prior to or upon consummation of such Merger or Change in Control, and, to the extent the Administrator determines, terminate upon or immediately prior to the effectiveness of such Merger or Change in Control; (iv) (A) the termination of an Award in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Administrator determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment), or (B) the replacement of such Award with other rights or property selected by the Administrator in its sole discretion; or (v) any combination of the foregoing. In taking any of the actions permitted under this subsection 13(c), the Administrator will not be obligated to treat all Awards, all Awards held by a Participant, or all Awards of the same type, similarly.

In the event that the successor corporation does not assume or substitute for the Award (or portion thereof), the Participant will fully vest in and have the right to exercise all of his or her outstanding Options and Stock Appreciation Rights, including Shares as to which such Awards would not otherwise be vested or exercisable, all restrictions on Restricted Stock and Restricted Stock Units will lapse, and, with respect to Awards with performance-based vesting, all performance goals or other

vesting criteria will be deemed achieved at one hundred percent (100%) of target levels and all other terms and conditions met. In addition, if an Option or Stock Appreciation Right is not assumed or substituted in the event of a Merger or Change in Control, the Administrator will notify the Participant in writing or electronically that the Option or Stock Appreciation Right will be exercisable for a period of time determined by the Administrator in its sole discretion, and the Option or Stock Appreciation Right will terminate upon the expiration of such period.

For the purposes of this subsection 13(c), an Award will be considered assumed if, following the Merger or Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Merger or Change in Control, the consideration (whether shares, cash, or other securities or property) received in the Merger or Change in Control by holders of Ordinary Shares for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the Merger or Change in Control is not solely Ordinary Shares of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of an Option or Stock Appreciation Right or upon the payout of a Restricted Stock Unit, for each Share subject to such Award, to be solely Ordinary Shares of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of Ordinary Shares in the Merger or Change in Control.

Notwithstanding anything in this Section 13(c) to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more performance goals will not be considered assumed if the Company or its successor modifies any of such performance goals without the Participant's consent; provided, however, a modification to such performance goals only to reflect the successor corporation's post-Change in Control corporate structure will not be deemed to invalidate an otherwise valid Award assumption.

Notwithstanding anything in this Section 13(c) to the contrary, if a payment under an Award Agreement is subject to Code Section 409A and if the change in control definition contained in the Award Agreement does not comply with the definition of "change of control" for purposes of a distribution under Code Section 409A, then any payment of an amount that is otherwise accelerated under this Section will be delayed until the earliest time that such payment would be permissible under Code Section 409A without triggering any penalties applicable under Code Section 409A.

14. Withholding.

(a) Withholding Requirements. Prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof), the Company will have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local, foreign law requirements, including without limitation any taxes (including the Participant's FICA obligation) and/or provident fund contributions required to be withheld with respect to such Award (or exercise thereof).

(b) Withholding Arrangements. Subject to Applicable Laws, the Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit a Participant to satisfy such deduction or withholding obligation, in whole or in

part by (without limitation) (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable Shares having a Fair Market Value equal to the minimum statutory amount required to be withheld, (iii) delivering to the Company already-owned Shares having a Fair Market Value equal to the statutory amount required to be withheld, provided the delivery of such Shares will not result in any adverse accounting consequences, as the Administrator determines in its sole discretion, or (iv) selling a sufficient number of Shares otherwise deliverable to the Participant through such means as the Administrator may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. The amount of the withholding requirement will be deemed to include any amount which the Administrator agrees may be withheld at the time the election is made. Any withholding for tax shall not exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Participant with respect to the Award on the date that the amount of tax to be withheld is to be determined. The Fair Market Value of the Shares to be withheld or delivered will be determined as of the date that the amounts are required to be deducted or withheld.

15. No Effect on Employment or Service. Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company, nor will the Plan or any Award interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without cause, to the extent permitted by Applicable Laws.

16. Date of Grant. The date of grant of an Award will be, for all purposes, the date on which the Administrator makes the determination granting such Award, or such other later date as is determined by the Administrator. Notice of the determination will at the discretion of the Administrator be provided to each Participant within a reasonable time after the date of such grant.

17. Term of Plan. Subject to Section 21 of the Plan, the Plan will become effective upon its adoption by the Board. Unless sooner terminated under Section 18, it will continue in effect for a term of ten (10) years from the later of (a) the effective date of the Plan, or (b) the earlier of the most recent Board or shareholder approval of an increase in the number of Shares reserved for issuance under the Plan.

18. Amendment and Termination of the Plan.

    (a) Amendment and Termination. The Board may at any time and from time to time amend, alter, suspend or terminate the Plan.

    (b) Shareholder Approval. The Company will obtain shareholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws.

    (c) Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan will impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

19. Conditions Upon Issuance of Shares.

    (a) Legal Compliance. Shares will not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares will comply with Applicable Laws and will be further subject to the approval of counsel for the Company with respect to such compliance.

    (b) Investment Representations. As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

20. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority will not have been obtained.

21. Shareholder Approval. The Plan will be subject to approval by the shareholders of the Company within twelve (12) months after the date the Plan is adopted by the Board. Such shareholder approval will be obtained in the manner and to the degree required under Applicable Laws.

22. Information to Participants. Beginning on the earlier of (i) the date that the aggregate number of Participants under this Plan is five hundred (500) or more and the Company is relying on the exemption provided by Rule 12h-1(f)(1) under the Exchange Act and (ii) the date that the Company is required to deliver information to Participants pursuant to Rule 701 under the Securities Act, and until such time as the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, is no longer relying on the exemption provided by Rule 12h-1(f)(1) under the Exchange Act or is no longer required to deliver information to Participants pursuant to Rule 701 under the Securities Act, the Company shall provide to each Participant the information described in paragraphs (e)(3), (4), and (5) of Rule 701 under the Securities Act not less frequently than every six (6) months with the financial statements being not more than 180 days old and with such information provided either by physical or electronic delivery to the Participants or by written notice to the Participants of the availability of the information on an Internet site that may be password-protected and of any password needed to access the information. The Company may request that Participants agree to keep the information to be provided pursuant to this section confidential. If a Participant does not agree to keep the information to be provided pursuant to this section confidential, then the Company will not be required to provide the information unless otherwise required pursuant to Rule 12h-1(f)(1) under the Exchange Act or Rule 701 of the Securities Act.

Our business operations are subject to certain guidelines, laws and regulations. Save as disclosed below and in the section entitled "Risk Factors" of this Offer Document, as at the Latest Practicable Date, our business and operations are not subject to any special legislation or regulatory controls which have a material impact on our business operations other than those generally applicable to companies and businesses incorporated and/or operating in the jurisdictions in which we operate.

SINGAPORE

The following is a summary of the main laws and regulations of Singapore that are relevant to our business as at the Latest Practicable Date.

We have identified the main laws and regulations that materially affect our operations and the relevant regulatory bodies in Singapore (apart from those pertaining to general business requirements) as follows:

(a) Regulation of Imports and Exports Act and Regulation of Imports and Exports Regulations

The Regulation of Imports and Exports Act (Chapter 272A) of Singapore ("**RIEA**") is administered by the Director-General of Customs appointed under section 4(1) of the Customs Act (Chapter 70) of Singapore, and provides for the regulation, registration and control of imports and exports. The relevant regulatory body is the Singapore Customs, which oversees the Regulation of Imports and Exports Regulations ("**RIER**") for the control of the import, export or transhipment of goods through requirements of permits. As we export catheters to overseas markets, we are subject to the RIER.

Any importer, exporter, shipping agent, air cargo agent, freight forwarder, common carrier or other person who desires to obtain a permit, certificate or any other document or form of approval for any purposes of the RIEA or any regulations made thereunder, the application for which involves a declaration being made, is a "declaring entity". Under Regulation 35B of the RIER, unless the Director-General of Customs allows in any particular case, no declaration may be made by a declarant for any purpose of the RIEA or any regulations made thereunder unless the declaring entity, the declaring agent and the declarant, are registered by the Director-General of Customs prior to the making of the declaration. An entity which is registered under the former Regulation 37(1) of the RIER in force immediately before 2 April 2013 shall be deemed to have been so registered.

We are registered with the Singapore Customs as an importer and exporter under the former Regulation 37(1) of the RIER and are therefore a registered declaring entity for the purposes of Regulation 35B of the RIER. To the best of their knowledge, our Directors are not aware of any facts or circumstances that could cause our registration as a registered declaring entity for the purposes of Regulation 35B of the RIER to be withdrawn.

In addition, under the Medicines Act (Cap 176) of Singapore (the "**Medicines Act**"), Poisons Act (Cap 234) of Singapore and Misuse of Drugs Act (Cap 185) of Singapore, local importers, wholesale dealers and exporters of medicine and medical products are required to hold the relevant licences for the importation, wholesale dealing and exportation of products regulated under these three (3) Acts. Importers, wholesale dealers and exporters also have to comply with the HSA's good distribution practice ("**GDP**") standards. GDP standards require the relevant company to establish a quality system to ensure that products are consistently stored and handled as required by the marketing authorisation or product

specification, thereby maintaining the quality of the products during storage, transportation and distribution. The HSA will conduct audits on the company in accordance to the HSA Guidance Notes on GDP.

(b) Workplace Safety and Health Act

The Workplace Safety and Health Act (Chapter 354A) (the "**WSHA**") provides that every employer has the duty to take, so far as is reasonably practicable, such measures as are necessary to ensure the safety and health of his employees at work. These measures include:

(i) providing and maintaining for the employees a work environment which is safe, without risk to health, and adequate as regards facilities and arrangements for their welfare at work;

(ii) ensuring that adequate safety measures are taken in respect of any machinery, equipment, plant, article or process used by the employees;

(iii) ensuring that the employees are not exposed to hazards arising out of the arrangement, disposal, manipulation, organisation, processing, storage, transport, working or use of things in their workplace or near their workplace and under the control of the employer;

(iv) developing and implementing procedures for dealing with emergencies that may arise while those persons are at work and;

(v) ensuring that the person at work has adequate instruction, information, training and supervision as is necessary for that person to perform his work.

The relevant regulatory body is the Ministry of Manpower.

Any person who breaches his duty shall be guilty of an offence and shall be liable on conviction, in the case of a body corporate, to a fine not exceeding S$500,000 and if the contravention continues after the conviction, the body corporate shall be guilty of a further offence and shall be liable to a fine not exceeding S$5,000 for every day or part thereof during which the offence continues after conviction. For repeat offenders, where a person has on at least one previous occasion been convicted of an offence under the WSHA that causes the death of any person and is subsequently convicted of the same offence that causes the death of another person, the court may, in addition to any imprisonment if prescribed, punish the person, in the case of a body corporate, with a fine not exceeding S$1 million and, in the case of a continuing offence, with a further fine not exceeding S$5,000 for every day or part thereof during which the offence continues after conviction.

Under the WSHA, the Commissioner for Workplace Safety and Health (the "**CWSH**") may serve a remedial order or a stop-work order in respect of a workplace if he is satisfied that (i) the workplace is in such condition, or is so located, or any part of the machinery, equipment, plant or article in the workplace is so used, that any process or work carried on in the workplace cannot be carried on with due regard to the safety, health and welfare of the persons at work; (ii) any person has contravened any duty imposed by the WSHA; or (iii) any person has done any act, or has refrained from doing any act which, in the opinion of the CWSH, poses or is likely to pose a risk to the safety, health and welfare of persons at work. The remedial order shall direct the person served with the order to take such measures, to the satisfaction of the CWSH, to, amongst others, remedy any danger so as to enable the work or process in the workplace to be carried on with due regard to the safety, health and

welfare of the persons at work, whilst the stop-work order shall direct the person served with the order to immediately cease to carry on any work or process indefinitely or until such measures as are required by the CWSH have been taken, to the satisfaction of the CWSH, to remedy any danger so as to enable the work in the workplace to be carried on with due regard to the safety, health and welfare of the persons at work.

The Workplace Safety and Health Council has approved codes of practice for the purpose of providing practical guidance with respect to the requirements of the WSHA relating to safety, health and welfare at the workplace.

(c) Employment Act

The Employment Act (Chapter 91) of Singapore ("**EA**") is administered by the Ministry of Manpower and sets out the basic terms and conditions of employment and the rights and responsibilities of employers as well as employees who are covered under the EA.

In particular, Part IV of the EA sets out requirements for rest days, hours of work and other conditions of service for workmen who receive salaries not exceeding S$4,500 a month and employees (other than workmen) who receive salaries not exceeding S$2,500 a month. Section 38(8) of the EA provides that an employee is not allowed to work for more than 12 hours in any one day except in specified circumstances, such as where the work is essential to the life of the community, defence or security. In addition, Section 38(5) of the EA limits the extent of overtime work that an employee can perform to 72 hours a month.

Employers must seek the prior approval of the Commissioner for Labour (the "**CL**") for exemption if they require an employee or class of employees to work for more than 12 hours a day or more than 72 hours a month. The CL may, after considering the operational needs of the employer and the health and safety of the employee or class of employees, by order in writing exempt such employees from the overtime limits subject to such conditions as the CL thinks fit. Where such exemptions have been granted, the employer shall display the order or a copy thereof conspicuously in the place where such employees are employed.

An employer who breaches the above provisions shall be guilty of an offence and shall be liable on conviction to a fine not exceeding S$5,000, and for a second or subsequent offence to a fine not exceeding S$10,000 or to imprisonment for a term not exceeding 12 months or to both.

Certain of our employees are covered under Part IV of the EA. As at the Latest Practicable Date, our Group has not breached any of the provisions set out above.

(d) Health Products Regulations

Clinical Trials

All clinical trials on medicinal products conducted in Singapore require clinical trial certificates from the Health Products Regulation Group ("**HPRG**") of the HSA. The conduct of clinical trials in Singapore is regulated by the Medicines Act and the Medicines (Clinical Trials) Regulations. In addition, the Singapore Guideline for Good Clinical Practice ("**SGGCP**") has to be observed in the conduct of local clinical trials. The SGGCP, which was adapted from the International Conference on Harmonisation Guideline for Good Clinical

Practice, sets ethical and scientific standards for the conduct of clinical trials. It also serves as an assurance that results obtained from clinical trials are credible. As at the Latest Practicable Date, we do not conduct clinical trials in Singapore.

Licensing of Manufacturers

Under the Medicines Act, all local manufacturing facilities engaged in the manufacture or assembly of medicinal products must be licensed with the HSA. A manufacturer's licence would only be granted when the manufacturing facilities has been assessed, audited and found to comply with the Pharmaceutical Inspection Convention and Pharmaceutical Inspection Co-operation Scheme ("**PIC/S**") Guide to Good Manufacturing Practice ("**GMP**") for Medicinal Products. The PIC/S, to which Singapore is a signatory, constitutes international treaties between countries and pharmaceutical inspection authorities, which provide together an active and constructive co-operation in the field of GMP.

The GMP standard is a quality assurance measure which helps to ensure that medicinal products are consistently produced with the quality standards appropriate for their intended use. The HSA's auditors will conduct audits on medicinal product manufacturers and assemblers in accordance with the internal guidelines from time to time.

In addition, the holder of a manufacturer's licence shall comply with all the standard provisions and licensing conditions for a manufacturer's licence under the Medicines Act.

Singapore Medical Device Registry

Before a medical device may be supplied and use in Singapore, it must be registered under the Health Products Act (Cap 122D) of Singapore (the "**Health Products Act**") with the HSA. Under Schedule 1 of the Health Products Act, a "medical device" means any instrument, apparatus, implement, machine, appliance, implant, in vitro reagent or calibrator, software, material or other similar or related article that is intended by its manufacturer to be used, whether alone or in combination, for humans for one or more of the specific purposes of:

(a) diagnosis, prevention, monitoring, treatment or alleviation of any disease;

(b) diagnosis, monitoring, treatment, alleviation of or compensation for an injury;

(c) investigation, replacement, modification, or support of the anatomy or of a physiological process;

(d) supporting or sustaining life;

(e) control of conception;

(f) disinfection of medical devices; or

(g) providing information for medical or diagnostic purposes by means of in vitro examination of specimens derived from the human body,

and which does not achieve its primary intended action in or on the human body by pharmacological, immunological or metabolic means, but which may be assisted in its intended function by such means.

Medical devices may be classified into four (4) risk classes – A, B, C and D. The classification of a medical device will depend upon a series of factors, including:

(a) the duration of medical device contact with the body,

(b) the degree of invasiveness,

(c) whether the medical device delivers medicinal products or energy to the patient, and

(d) whether they are intended to have a biological effect on the patient and local *versus* systematic effects.

UNITED STATES

Government Regulation of our Medical Device Development Activities

The US government regulates healthcare through various agencies, including but not limited to, the Food and Drug Administration ("**FDA**"), which administers the Federal Food, Drug and Cosmetic Act ("**FDCA**"). The design, testing, manufacture, distribution, advertising, and marketing of medical devices are subject to extensive regulation by federal, state, and local governmental authorities in the United States, including the FDA, and by similar agencies in other countries. Any device product that we develop must receive all requisite regulatory approvals or clearances, as the case may be, before it may be marketed in a particular country.

Device Development

Medical devices are subject to varying levels of premarket regulatory controls, the most comprehensive of which requires that a clinical study or evaluation be conducted before a medical device receives approval for commercial distribution. The FDA classifies medical devices into one of three (3) classes: (i) Class I devices are relatively simple and can be manufactured and distributed with general controls; (ii) Class II devices are somewhat more complex and require greater scrutiny; and (iii) Class III devices are new and frequently help sustain life.

In the United States, a company generally can obtain permission to distribute a new medical device in one of two (2) ways. The first applies to any device that is substantially equivalent to a device first marketed prior to May 1976, or to another device marketed after that date, but which was substantially equivalent to a pre-May 1976 device. These devices are either Class I or Class II devices. To obtain FDA permission to distribute the device, a company generally must submit a Section 510(k) submission, and receive an FDA order finding substantial equivalence to a predicate device (pre-May 1976 or post-May 1976 device that was substantially equivalent to a pre-May 1976 device) and permitting commercial distribution of that medical device for its intended use. A 510(k) submission must provide information supporting a claim of substantial equivalence to the predicate device. If clinical data from human experience are required to support the 510(k) submission, these data must be gathered in compliance with Investigational Device Exemptions ("**IDE**") regulations for investigations performed in the United States. The 510(k) process is normally used for products of the type that the we propose distributing. The FDA review process for premarket notifications submitted pursuant to section 510(k) takes, on average, about 90 days, but it can take substantially longer if the FDA has concerns, and there is no guarantee that the FDA will "clear" the device for marketing, in which case the device cannot be distributed in the United States. There is also no guarantee that the FDA will deem the applicable device subject to the 510(k) process, as opposed to the more time-consuming, resource-intensive and problematic, pre-market approval ("**PMA**") process described below. In 2011, the FDA issued a

series of draft guidance documents designed to reform the 510(k) clearance process. Similarly, the Medical Device User Fee Amendments of 2012 authorized the FDA to collect user fees for the review of certain premarket submissions received on or after October 1, 2012, including 510(k) submissions. These fees are intended to improve the medical device review process, but the actual impact on the industry is still unknown.

The second, more comprehensive, approval process applies to a new device that is not substantially equivalent to a pre-1976 product or that is to be used in supporting or sustaining life or preventing impairment. These devices are normally Class III devices. For example, most implantable devices are subject to the approval process. Two (2) steps of FDA approval are generally required before a company can market a product in the United States that is subject to approval, as opposed to clearance. First, a company must comply with IDE regulations in connection with any human clinical investigation of the device. These regulations permit a company to undertake a clinical study of a "non-significant risk" device without formal FDA approval. Prior express FDA approval is required if the device is a significant risk device. Second, the FDA must review the company's PMA application, which contains, among other things, clinical information acquired under the IDE. Additionally, devices subject to PMA approval may be subject to a panel review to obtain market approval and are required to pass a factory inspection in accordance with the current Good Manufacturing Practice standards in order to obtain approval. The FDA will approve the PMA application if it finds there is reasonable assurance that the device is safe and effective for its intended use. The PMA process takes substantially longer than the 510(k) process and it is conceivable that the FDA would not agree with our assessment that our medical device that we propose to distribute should be Class I or Class II devices. If that were to occur, we would be required to undertake the more complex and costly PMA process. However, for either the 510(k) or the PMA process, the FDA could require us to run clinical trials, which would pose certain other risks and uncertainties.

We have obtained clearance under 510(k) for our current marketed products. We intend to continue in discussions with the FDA regarding the appropriate regulatory pathway for our pipeline products, with primary emphasis directed toward confirming the regulatory pathway for our DCC, a Class III device.

Even when a clinical study has been approved by the FDA or deemed approved, the study is subject to factors beyond a manufacturer's control, including, but not limited to, the fact that the institutional review board at a specified clinical site might not approve the study, might decline to renew approval, or might suspend or terminate the study before its completion. There is no assurance that a clinical study at any given site will progress as anticipated. In addition, there can be no assurance that the clinical study will provide sufficient evidence to assure the FDA that the product is safe and effective, a prerequisite for FDA approval of a PMA, or substantially equivalent in terms of safety and effectiveness to a predicate device, a prerequisite for clearance under 510(k). Even if the FDA approves or clears a device, it may limit its intended uses in such a way that manufacturing and distribution of the device may not be commercially feasible.

After clearance or approval to market is given, the FDA and foreign regulatory agencies, upon the occurrence of certain events, are authorized under various circumstances to withdraw the clearance or approval of the device, or require changes to a device, its manufacturing process or its labeling or require additional proof that regulatory requirements have been met.

A manufacturer of a device approved through the PMA is not permitted to make changes to the device, which affects its safety or effectiveness without first submitting a supplement application to its PMA and obtaining FDA approval for that supplement, prior to marketing the modified device. In some instances, the FDA may require clinical trials to support a supplement application. A

manufacturer of a device cleared through the 510(k) process must submit a special premarket notification if it intends to make a change or modification in the device that could significantly affect the safety or effectiveness of the device, such as a significant change or modification in design, material, chemical composition, energy source, labeling or manufacturing process. Any change in the intended uses of a PMA device or a 510(k) device requires an approval supplement or cleared premarket notification. Exported devices are subject to the regulatory requirements of each country to which the device is exported, as well as certain FDA export requirements.

A company that intends to manufacture medical devices is required to register with the FDA before it begins to manufacture the device for commercial distribution. As a result, we and any entity that manufactures products on our behalf will be subject to periodic inspection by the FDA for compliance with the FDA's Quality System Regulation requirements and other regulations. In the European Community, we are required to maintain certain International Organization for Standardization certifications in order to sell products and we or our manufacturers would be required to undergo periodic inspections by notified bodies to obtain and maintain these certifications. These regulations require us or our manufacturers to manufacture products and maintain documents in a prescribed manner with respect to design, manufacturing, testing, labeling and control activities. Further, we are required to comply with various FDA and other agency requirements for labeling and promotion. The FDA's Medical Device Reporting regulations require that we provide information to the FDA whenever there is evidence to reasonably suggest that a device may have caused or contributed to a death or serious injury or, if a malfunction were to occur, could cause or contribute to a death or serious injury. In addition, the FDA prohibits us from promoting a medical device for unapproved indications.

Impact of Regulation

The FDA, in the course of enforcing the FDCA, may subject a medical device company such as our Company to various sanctions for violating FDA regulations or provisions of the FDCA, including requiring recalls, issuing warning letters, seeking to impose civil money penalties, seizing devices that the agency believes are non-compliant, seeking to enjoin distribution of a specific type of device or other product, seeking to revoke a clearance or approval, seeking disgorgement of profits.

Further, the levels of revenues and profitability of medical companies like our Company may be affected by the continuing efforts of government and third party payers to contain or reduce the costs of health care through various means. For example, in certain foreign markets, pricing or profitability of products is subject to governmental control. In the United States, there have been, and we expect that there will continue to be, a number of federal and state proposals to implement similar governmental controls. Therefore, we cannot assure you that any of our products will be considered cost effective, or that, following any commercialisation of our products, reimbursement will be available or sufficient to allow us to manufacture sell them competitively and profitably.

International Regulation and Potential Impact

The Company intends to pursue continued expansion into international markets. Some of these markets maintain unique regulatory requirements outside of or in addition to those of the US FDA and the European Union. Due to the variations in regulatory requirements within territories, the Company may be required to perform additional safety or clinical testing or fulfill additional agency requirements for specific territories. The Company may also be required to apply for registration using third parties within those territories and may be dependent upon the third parties' successful regulatory processes to file, register and list the product applications and associated labeling.

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APPENDIX G – DESCRIPTION OF ORDINARY SHARES AND SUMMARY OF SELECTED ARTICLES OF ASSOCIATION OF OUR COMPANY

Description of our Ordinary Shares

The Company was converted from a private limited company into a public limited company on 22 August 2013. Our corporate affairs are governed by our Articles. The following statements are brief summaries of our capital structure and the more important rights and privileges of our Shareholders as conferred by the laws of Singapore and our Articles of Association. These statements summarise the material provisions of our Articles but are qualified in entirety by reference to our Articles, a copy of which will be available for inspection at our registered office during normal business hours for a period of six (6) months from the date of the registration of this Offer Document with the SGX-ST. The summary below does not purport to be complete and is qualified in its entirety by reference to our Articles.

Shares

We have only one (1) class of shares, namely, our Shares, which have identical rights in all respects and rank equally with one another. Our Articles provide that we may issue shares of a different class with preferential, deferred, qualified or special rights, privileges or conditions as our Directors may think fit and may issue preference shares which are, or at our option are, redeemable, the terms and manner of redemption being determined by our Directors. Our Shares do not have a par value.

As at the date of this Offer Document, 551,895,008 Shares have been issued and fully paid. All of our Shares are in registered form. No Shares are held by, or on behalf of, us or our subsidiaries. We may, subject to the provisions of the Companies Act and the Catalist Rules, purchase our own Shares. However, we may not, except in circumstances permitted by the Companies Act, grant any financial assistance for the acquisition or proposed acquisition of our Shares.

Placement Shares

New Shares may only be issued with the prior approval of our Shareholders in a general meeting. The aggregate number of Shares to be issued pursuant to such approval may not exceed 50.0% (or such other limit as may be prescribed by the SGX-ST) of our issued share capital for the time being, of which the aggregate number of Shares to be issued other than on a pro-rata basis to the then existing Shareholders of our Company shall not exceed 20.0% (or such other limit as may be prescribed by the SGX-ST) of our issued share capital for the time being. The approval, if granted, will lapse at the conclusion of the annual general meeting following the date on which the approval was granted unless otherwise revoked or varied by Shareholders in a general meeting. Subject to the foregoing, the provisions of the Companies Act and any special rights attached to any class of shares presently issued, all new Shares are under the control of our Directors who may allot and issue the same with such rights and restrictions as they may think fit.

Shareholders

We maintain a register of Shareholders containing the particulars of our Shareholders. Only persons who are registered on our register of Shareholders and, in cases in which the person so registered is CDP, the persons named as the Depositors in the Depository Register maintained by CDP for our Shares, are recognised as our Shareholders. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and we will not be bound by or compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or any interest in any fractional part of a Share

or (except only as provided by our Articles or by law) any other rights in respect of any Share except an absolute right to the entirety thereof in the person (other than the Depository) entered in the register of Shareholders as the registered holder thereof or (where the person entered in the register of Shareholders is the Depository) the person whose name is entered in the Depository Register in respect of that Share. If any Share stands jointly in the names of two (2) or more persons, the person whose name stands first in the register shall as regards service of notices and, subject to the provisions of the Articles, all or any other matters connected with our Company except with respect to the transfer of Shares, be deemed the sole holder thereof.

We may close our register of Shareholders for any period of time or periods of time as our Directors may, from time to time determine. However, the register may not be closed for more than 30 days in aggregate in any calendar year. We typically close the Register of Shareholders to determine our Shareholders' entitlement to receive dividends and other distributions.

Transfer of Shares

There is no restriction on the transfer of fully paid up Shares except where required by law or the Catalist Rules or the rules or bye-laws of the SGX-ST. Our Directors may decline to register any transfer of Shares which are not fully paid up to a transferee of whom they do not approve, or Shares on which we have a lien. Subject to our Articles, Shares may be transferred by any Shareholder by a duly signed instrument of transfer in a form approved by the SGX-ST. Our Directors may also decline to register any instrument of transfer unless, among other things, it has been duly stamped and is presented for registration together with the share certificate and such other evidence of title as they may require.

We will replace lost or destroyed certificates for Shares if the applicant pays a fee which will not exceed S$2 and furnishes any evidence and indemnity that our Directors may require.

General Meetings of Shareholders

We are required to hold an annual general meeting every year. Under our Articles, the annual general meeting shall be held in each year (within a period of not more than 15 months after the holding of the last preceding annual general meeting unless a longer period would not infringe the rules and regulations of the SGX-ST, if any). In addition, for so long as the Shares of our Company are listed on the SGX-ST, the interval between the close of our Company's financial year and the date of our Company's annual general meeting shall not exceed four (4) months or such period as may be prescribed or permitted by the SGX-ST.

Our Directors may convene an extraordinary general meeting whenever it thinks fit and must do so if our Shareholders representing not less than 10.0% of the total voting rights of all our Shareholders, request in writing that such a meeting be held. In addition, two (2) or more of our Shareholders holding not less than 10.0% of our issued share capital may call a meeting. Unless otherwise required by law or by our Articles, voting at general meetings is by ordinary resolution, requiring an affirmative vote of a simple majority of the votes cast at that meeting. An ordinary resolution suffices, for example, for the appointment of Directors to fill vacancies arising at the meeting on retirement whether by rotation or otherwise. A special resolution, requiring the affirmative vote of at least 75.0% of the votes cast at the meeting, is necessary for certain matters under Singapore law, including voluntary winding up, amendments to our Memorandum of Association and our Articles, a change of our corporate name and a reduction in our share capital or capital redemption reserve fund. We must give at least 21 days' notice in writing for every

general meeting convened for the purpose of passing a special resolution. Ordinary resolutions generally require at least 14 days' notice in writing. The notice must be given to each of our Shareholders who have supplied us with an address in Singapore for the giving of notices and must specify the place, day and hour of the meeting and, in the case of special business, the general nature of that business.

Voting Rights

A holder of our ordinary Shares is entitled to attend, speak and vote at any general meeting, in person or by proxy or attorney. A proxy or attorney does not need to be a Shareholder. A person who holds ordinary Shares through the SGX-ST book-entry settlement system will only be entitled to vote at a general meeting as a Shareholder if his name appears on the depository register maintained by CDP 48 hours before the general meeting. Except as otherwise provided in our Articles, two (2) or more Shareholders must be present in person or by proxy to constitute a quorum at any general meeting. Every Shareholder who is present in person or proxy, attorney or representative shall have one (1) vote for each share which he holds or represents. All resolutions put to the vote of any general meeting shall be decided by way of poll. In the case of equality of votes, the Chairman of the meeting shall be entitled to a second or casting vote.

Dividends

We may, by ordinary resolution of our Shareholders, declare dividends at a general meeting. Our Board may also declare an interim dividend without the approval of our Shareholders.

We must pay all dividends out of our profits. We may satisfy dividends by the issue of Shares to our Shareholders. See the section entitled, "Bonus and Rights Issue" below.

All dividends are paid to our Shareholders in proportion to the amount paid-up on each Shareholder's Shares, subject to any rights or restrictions attached to any Share or class of shares.

Unless otherwise directed, dividends are paid by cheque or warrant sent through the post to each Shareholder at his registered address appearing in our register of Shareholders or (as the case may be) the Depository register. Notwithstanding the foregoing, the payment by us to CDP of any dividend payable to a Shareholder whose name is entered in the Depository register shall, to the extent of payment made to CDP, discharge us from any liability to that Shareholder in respect of that payment.

Bonus and Rights Issues

Our Board may, with the approval of our Shareholders at a general meeting, capitalise any sums standing to the credit of any of our Company's reserve accounts or other undistributable reserve or any sum standing to the credit of profit and loss account and distribute the same as bonus shares credited as paid-up to our Shareholders in proportion to their shareholdings.

Our Board may also issue rights to take up additional Shares to Shareholders in proportion to their shareholdings. Such rights are subject to any conditions attached to such issue and the regulations of any stock exchange on which we are listed.

Our Board may also issue bonus Shares to participants of any share incentive or option scheme or plan implemented by our Company and approved by our Shareholders in such manner and on such terms the Board shall think fit.

Take-overs and Substantial Shareholdings

Obligations under The Singapore Code on Take-overs and Mergers

There are requirements under Singapore laws on take-over offers for our Shares that apply to us. We will be subject to Sections 138, 139 and 140 of the SFA and the Singapore Code on Take-overs and Mergers (the "**Take-over Code**") issued by the Authority pursuant to Section 321 of the Securities and Futures Act for so long as our Shares are listed for quotation on the SGX-ST. The Take-over Code regulates the acquisition of ordinary shares of public companies or corporations, all or any of the Shares of which are listed for quotation on a securities exchange, and contains certain provisions that may delay, deter or prevent a take-over or change in control of such a public company. Any person acquiring an interest, either on his own or together with parties acting in concert with him, in 30.0% or more of our voting shares in such a public company, or if such person holds, either on his own or together with parties acting in concert with him, between 30.0% and 50.0% (both inclusive) of the voting shares in that company and acquires additional voting shares representing more than 1.0% of the voting shares in that company in any six (6)-month period, must, except with the consent of the Securities Industry Council, extend a take-over offer for the remaining voting shares in accordance with the provisions of the Take-over Code. Under the Take-over Code, "parties acting in concert" comprise individuals or companies who, pursuant to an arrangement or understanding (whether formal or informal), co-operate, through the acquisition by any of them of shares in a company, to obtain or consolidate effective control of that company. Certain persons are presumed (unless the presumption is rebutted) to be acting in concert with each other unless the contrary is established, as follows:

(a) the following companies:

  (i) a company;

  (ii) the parent company of (i);

  (iii) the subsidiaries of (i);

  (iv) the fellow subsidiaries of (i);

  (v) the associated companies of (i), (ii), (iii) or (iv); and

  (vi) companies whose associated companies include any of (i), (ii), (iii), (iv) or (v);

(b) a company with any of its directors (together with their close relatives, related trusts as well as companies controlled by any of the directors, their close relatives and related trusts);

(c) a company with any of its pension funds and employee share schemes;

(d) a person with any investment company, unit trust or other fund whose investment such person manages on a discretionary basis, but only in respect of the investment account which such person manages;

(e) a financial or other professional adviser, including a stockbroker, with its customer in respect of the shareholdings of:

(f) the adviser and persons controlling, controlled by or under the same control as the adviser; and

  (i) all the funds which the adviser manages on a discretionary basis, where the shareholdings of the adviser and any of those funds in the customer total 10.0% or more of the customer's equity share capital;

  (ii) directors of a company (together with their close relatives, related trusts and companies controlled by any of such directors, their close relatives and related trusts) which is subject to an offer or where the directors have reason to believe a bona fide offer for their company may be imminent;

(g) partners; and

(h) the following persons and entities:

  (i) an individual;

  (ii) the close relatives of (i);

  (iii) the related trusts of (i);

  (iv) any person who is accustomed to act in accordance with the instructions of (i); and

  (v) companies controlled by any of (i), (ii), (iii) or (iv).

Under the Take-over Code, a take-over offer for consideration other than cash must, subject to certain exceptions, be accompanied by a cash alternative at not less than the highest price by the offeror or parties acting in concert with the offeror during the offer period and within the six (6) months preceding the acquisition of shares that triggered the take-over offer obligation.

Under the Take-over Code, where effective control of a public company incorporated in Singapore is acquired or consolidated by a person, or persons acting in concert, a general offer to all other shareholders of the company is normally required. An offeror must treat all shareholders of the same class in an offeree company equally. A fundamental requirement is that our Shareholders subject to the take-over offer must be given sufficient information, advice and time to consider and decide on the offer.

Obligation to notify substantial shareholdings and changes thereto

The SFA requires our Substantial Shareholders to give notice to us of certain information as prescribed by the Authority, including particulars of their interest, within two (2) business days of becoming aware of being our Substantial Shareholders, being aware of ceasing to be our Substantial Shareholder and being aware of any change in the percentage level of their interest. "Percentage level", in relation to a Substantial Shareholder, is the percentage figure ascertained by expressing the total votes attached to all the voting shares in which the Substantial Shareholder has an interest (or interests) immediately before or (as the case may be) immediately

after the relevant time, as a percentage of the total votes attached to all of the voting shares (excluding treasury shares), and if it is not a whole number, rounding that figure down to the next whole number.

Under the SFA, a person has a substantial shareholding in us if he has an interest (or interests) in one or more of our voting shares (excluding treasury shares) and the total votes attached to those shares are not less than 5.0% of the total votes attached to all of our voting shares (excluding treasury shares).

Pursuant to the SFA and the Catalist Rules, our Company will immediately announce on SGXNET, any notices of Substantial Shareholders' interests or Directors' interests in our Shares received by us.

Liquidation or Other Return of Capital

If we are liquidated or in the event of any other return of capital, holders of our Shares will be entitled to participate in any surplus assets in proportion to their shareholdings, subject to any special rights attaching to any other class of shares.

Indemnity

As permitted by Singapore law, our Articles provide that, subject to the Companies Act, our Board and officers shall be entitled to be indemnified by us against all costs, charges, losses, expenses and liabilities incurred in (a) the execution and discharge of their duty in their respective offices unless such costs, charges, losses, expenses or liabilities arises through his own negligence, willful default, breach of duty or breach of trust, and (b) defending any proceedings, whether civil or criminal, relating to the affairs of our Company, in which judgement is given in their favour or in which they are acquitted or in connection with any application under the Companies Act in which relief is granted by the court unless such proceedings arise through his own negligence, willful default, breach of duty or breach of trust.

Limitations on Rights to Hold Shares or Vote in respect of the Shares

Except as described in "Voting Rights" and "Take-overs and Substantial Shareholdings" above, there are no limitations imposed by Singapore law or by our Articles on the rights of non-resident Shareholders to hold or vote in respect of our Shares.

Minority Rights

The rights of minority shareholders of Singapore-incorporated companies are protected under Section 216 of the Companies Act, which gives the Singapore courts a general power to make any order, upon application by any of our Shareholders, as they think fit to remedy any of the following situations where:

(a) our affairs are being conducted or the powers of our Directors are being exercised in a manner oppressive to, or in disregard of the interests of, one or more of the Shareholders; or

(b) we take an action, or threaten to take an action, or our Shareholders pass a resolution, or propose to pass a resolution, which unfairly discriminates against, or is otherwise prejudicial to, one or more of our Shareholders, including the applicant.

Singapore courts have a wide discretion as to the reliefs they may grant and those reliefs are in no way limited to those listed in the Companies Act itself. Without prejudice to the foregoing, the Singapore courts may:

(a) direct or prohibit any act or cancel or vary any transaction or resolution;

(b) regulate the conduct of our affairs in the future;

(c) authorise civil proceedings to be brought in our name, or on our behalf, by a person or persons and on such terms as the court may direct;

(d) provide for the purchase of a minority Shareholder's Shares by our other Shareholders or by us;

(e) in the case of a purchase of Shares by the company, provide for a reduction accordingly of the company's capital; or

(f) provide that we be wound up.

Treasury Shares

Our Articles of Association expressly permits our Company to acquire our issued shares and to hold such shares as treasury shares in accordance with requirements of Section 76 of the Companies Act. Our Company may make a purchase or acquisition of our own shares (i) on a securities exchange if the purchase or an acquisition has been authorised in advance by our Company in general meeting; (ii) or otherwise than on a securities exchange if the purchase or acquisition is made in accordance with an equal access scheme authorised in advance by our Company in general meeting. The aggregate number of ordinary Shares held as treasury shares shall not at any time exceed 10.0% of the total number of Shares of our Company at that time. Any excess shares shall be disposed or cancelled before the end of a period of six (6) months beginning with the day on which that contravention of limit occurs, or such further period as the Registrar may allow. Where ordinary Shares or stocks are held as treasury shares by our Company through purchase or acquisition by our Company, our Company shall be entered in the register as the member holding those shares or stocks.

Our Company shall not exercise any right in respect of the treasury shares and any purported exercise of such a right is void. Such rights include any right to attend or vote at meetings and our Company shall be treated as having no right to vote and the treasury shares shall be treated as having no voting rights.

In addition, no dividend may be paid, and no other distribution (whether in cash or otherwise) of our Company's assets (including any distribution of assets to members on a winding up) may be made, to our Company in respect of the treasury shares. However, this would not prevent an allotment of shares as fully paid bonus shares in respect of the treasury shares or the subdivision or consolidation of any treasury share into treasury share of a smaller amount, if the total value of the treasury shares after the subdivision or consolidation is the same as the total value of the treasury shares before the subdivision or consolidation, as the case may be.

Summary of Selected Articles of Association

Where shares are held as treasury shares, our Company may at any time (i) sell the shares (or any of them) for cash; (ii) transfer the shares (or any of them) for the purposes of or pursuant to an employees' share scheme; (iii) transfer the shares (or any of them) as consideration for the acquisition of shares in or assets of another company or assets of a person; or (iv) cancel the shares (or any of them).

The discussion below provides information about certain provisions of our Articles of Association. This description is only a summary and is qualified by reference to our Articles of Association, a copy of which will be displayed at our registered office at 80 Robinson Road #02-00 Singapore 068898. The following are extracts of the provisions in our Articles relating to:

(a) **A director's power to vote on a proposal, arrangement or contract in which he is interested**

Article 90(1) – Powers of Directors to contract with Company

No Director or intending Director shall be disqualified by his office from contracting or entering into any arrangement with the Company either as vendor, purchaser or otherwise nor shall such contract or arrangement or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established but every Director shall observe the provisions of Section 156 of the Act relating to the disclosure of the interests of the Directors in transactions or proposed transactions with the Company or of any office or property held by a Director which might create duties or interests in conflict with his duties or interests as a Director and any transactions to be entered into by or on behalf of the Company in which any Director shall be in any way interested shall be subject to any requirements that may be imposed by the Exchange. No Director shall vote in regard to any contract, arrangement or transaction, or proposed contract, arrangement or transaction in which he has directly or indirectly a personal material interest as aforesaid or in respect of any allotment of shares in or debentures of the Company to him and if he does so vote his vote shall not be counted.

Article 90(2) – Relaxation of restriction on voting

A Director, notwithstanding his interest, may be counted in the quorum present at any meeting where he or any other Director is appointed to hold any office or place of profit under the Company, or where the Directors resolve to exercise any of the rights of the Company (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company, or where the Directors resolve to enter into or make any arrangements with him or on his behalf pursuant to these Articles or where the terms of any such appointment or arrangements as hereinbefore mentioned are considered, and he may vote on any such matter other than in respect of the appointment of or arrangements with himself or the fixing of the terms thereof.

Article 91(2) – Exercise of voting power

The Directors may exercise the voting power conferred by the shares in any company held or owned by the Company in such manner and in all respects as the Directors think fit in the interests of the Company (including the exercise thereof in favour of any resolution appointing the Directors or any of them to be directors of such company or voting or providing for the payment of remuneration to the directors of such company) and any such Director of the Company may vote in favour of the exercise of such voting powers in the manner aforesaid notwithstanding that he may be or be about to be appointed a director of such other company.

(b) **A director's power to vote on remuneration (including pension or other benefits) for himself or for any other director and whether the quorum at a meeting of the board of directors to vote on directors' remuneration may include the director whose remuneration is the subject of the vote**

Article 86(1) – Fees

The fees of the Directors shall be determined from time to time by the Company in general meetings and such fees shall not be increased except pursuant to an ordinary resolution passed at a general meeting where notice of the proposed increase shall have been given in the notice convening the meeting. Such fees shall be divided among the Directors in such proportions and manner as they may agree and in default of agreement equally, except that in the latter event any Director who shall hold office for part only of the period in respect of which such fee is payable shall be entitled only to rank in such division for the proportion of fee related to the period during which he has held office.

Article 86(2) – Extra remuneration

Any Director who is appointed to any executive office or serves on any committee or who otherwise performs or renders services, which, in the opinion of the Directors, are outside his ordinary duties as a Director, may be paid such extra remuneration as the Directors may determine, subject however as is hereinafter provided in this Article.

Article 86(3) – Remuneration of Director

The fees (including any remuneration under Article 86(2) above) in the case of a Director other than an Executive Director shall be payable by a fixed sum and shall not at any time be by commission on or percentage of the profits or turnover, and no Director whether an Executive Director or otherwise shall be remunerated by a commission on or percentage of turnover.

Article 87 – Expenses

The Directors shall be entitled to be repaid all travelling or such reasonable expenses as may be incurred in attending and returning from meetings of the Directors or of any committee of the Directors or general meetings or otherwise howsoever in or about the business of the Company in the course of the performance of their duties as Directors.

Article 88 – Pensions to Directors and dependents

Subject to the Act, the Directors on behalf of the Company may pay a gratuity or other retirement, superannuation, death or disability benefits to any Director or former Director who had held any other salaried office or place of profit with the Company or to his widow or dependants or relations or connections or to any persons in respect of and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

Article 89 – Benefits for employees

The Directors may procure the establishment and maintenance of or participate in or contribute to any non-contributory or contributory pension or superannuation fund or life assurance scheme or any other scheme whatsoever for the benefit of and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to any persons (including Directors and other officers) who are or shall have been at any time in the employment or service of the Company or of the predecessors in business of the Company or of any subsidiary company, and the wives, widows, families or dependants of any such persons. The Directors may also procure the establishment and subsidy of or subscription and support to any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid or of its Members and payment for or towards the insurance of any such persons as aforesaid, and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.

Article 94 – Remuneration of Chief Executive Officer

The remuneration of a Chief Executive Officer (or any Director holding an equivalent appointment) shall from time to time be fixed by the Directors and may subject to these Articles be by way of salary or commission or participating in profits or by any or all of these modes but he shall not under any circumstances be remunerated by a commission on or a percentage of turnover.

Article 103(1) – Alternate Directors

Any Director of the Company may at any time appoint any person who is not a Director or alternate Director and who is approved by a majority of his co-Directors to be his alternate Director for such period as he thinks fit and may at any time remove any such alternate Director from office. An alternate Director so appointed shall be entitled to receive from the Company such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but save as aforesaid he shall not in respect of such appointment be entitled to receive any remuneration from the Company. Any fee paid to an alternate Director shall be deducted from the remuneration otherwise payable to his appointor.

(c) **The borrowing powers exercisable by the directors and how such borrowing powers may be varied**

Article 118 – Directors' borrowing powers

The Directors may at their discretion exercise all the powers of the Company to borrow or otherwise raise money, to mortgage, charge or hypothecate all or any property or business of the Company including any uncalled or called but unpaid capital and to issue debentures or give any other security for any debt or obligation of the Company or of any third party.

(d) **The retirement or non-retirement of a director under an age limit requirement**

Article 93 – Chief Executive Officer to be subject to retirement by rotation

Any Director who is appointed as a Chief Executive Officer (or an equivalent appointment) shall be subject to the same provisions as to retirement by rotation, resignation and removal as the other Directors of the Company notwithstanding the provisions of his contract of service in relation to his executive office and if he ceases to hold the office of Director from any cause he shall *ipso facto* and immediately cease to be a Chief Executive Officer.

Article 96(1)(viii) – Vacation of office of Director

Subject as herein otherwise provided or to the terms of any subsisting agreement, the office of a Director shall be vacated, subject to the provisions of the Act, at the conclusion of the Annual General Meeting commencing next after he attains the age of seventy (70) years.

Article 98 – Retirement of Directors by rotation

Subject to the Articles and to the Act, at each Annual General Meeting at least one-third of the Directors for the time being (or, if their number is not a multiple of three (3), the number nearest to but not less than one-third) shall retire from office by rotation. For the avoidance of doubt, each Director shall retire from office at least once every three (3) years.

Article 99 – Selection of Directors to retire

The Directors to retire by rotation shall include (so far as necessary to obtain the number required) any Director who wishes to retire and not to offer himself for re-election but shall not include any Director who is due to retire at the meeting by reason of age. Any further Directors so to retire shall be those of the other Directors subject to retirement by rotation who have been longest in office since their last re-election or appointment or have been in office for the three (3) years since their last election. However as between persons who became or were last re-elected Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.

Article 100 – Deemed re-elected

The Company at the meeting at which a Director retires under any provision of these Articles may by ordinary resolution fill up the vacated office by electing a person thereto. In default the retiring Director shall be deemed to have been re-elected, unless:

(i) at such meeting it is expressly resolved not to fill up such vacated office or a resolution for the re-election of such Director is put to the meeting and lost;

(ii) such Director is disqualified under the Act from holding office as a Director or has given notice in writing to the Company that he is unwilling to be re-elected;

(iii) such Director has attained any retiring age applicable to him as a Director;

(iv) such Director is disqualified from acting as a director in any jurisdiction for reasons other than on technical grounds; or

(iv) the nominating committee appointed has given notice in writing to the directors that such director is not suitable for re-appointment, having regard to the Director's contribution and performance.

(e) **The number of shares, if any, required for the qualification of a director**

Article 85 – Qualifications

A Director need not be a Member and shall not be required to hold any share qualification in the Company and shall be entitled to attend and speak at general meetings but subject to the provisions of the Act he shall not be of or over the age of seventy (70) years at the date of his appointment.

(f) **The rights, preferences and restrictions attaching to each class of shares**

Article 4 – Issue of new shares

Subject to the Act and the Articles, no shares may be issued by the Directors without the prior sanction of an ordinary resolution of the Company in general meeting pursuant to Section 161 of the Act but subject thereto and to Article 47, and to any special rights attached to any shares for the time being issued, the Directors may issue, allot or grant options over or otherwise deal with or dispose of the same to such persons on such terms and conditions and for such consideration and at such time and subject or not to the payment of any part of the amount thereof in cash as the Directors may think fit, and any shares may be issued in such denominations or with such preferential, deferred, qualified or special rights, privileges or conditions as the Directors may think fit, and preference shares may be issued which are or at the option of the Company are liable to be redeemed, the terms and manner of redemption being determined by the Directors.

Article 5(1) – Rights attached to certain shares

Preference shares may be issued subject to such limitations thereof as may be prescribed by the Exchange upon which shares in the Company may be listed and the rights attaching to shares other than ordinary shares shall be expressed in the Memorandum of Association or these Articles. Preference shareholders shall have the same rights as ordinary shareholders as regards receiving of notices, reports and balance sheets and attending general meetings of the Company. The total number of issued preference shares shall not exceed the total number of issued ordinary shares issued at any time. Preference shareholders shall also have the right to vote at any meeting convened for the purpose of reducing the capital or winding up or sanctioning a sale of the undertaking of the Company or where the proposal to be submitted to the meeting directly affects their rights and privileges or when the dividend on the preference shares is more than six (6) months in arrears.

Article 5(2)

The Company has power to issue further preference capital ranking equally with, or in priority to, preference shares from time to time already issued or about to be issued.

Article 7(2) – Rights of preference shareholders

The repayment of preference capital other than redeemable preference or any other alteration of preference shareholder rights may only be made pursuant to a special resolution of the preference shareholders concerned. Provided always that where the necessary majority for such a special resolution is not obtained at the general meeting, consent in writing if obtained from the holders of three-fourths of the preference shares concerned within two (2) months of the general meeting, shall be as valid and effectual as a special resolution carried at the general meeting.

Article 16(1) – Entitlement to certificate

Shares must be allotted and certificates despatched within ten (10) market days of the final closing date for an issue of shares unless the Exchange shall agree to an extension of time in respect of that particular issue. The Depository must despatch statements to successful investor applicants confirming the number of shares held under their Securities Accounts. Persons entered in the Register of Members as registered holders of shares shall be entitled to certificates within ten (10) market days after lodgement of any transfer. Every registered shareholder shall be entitled to receive share certificates in reasonable denominations for his holding and where a charge is made for certificates, such charge shall not exceed S$2 (or such other fee as the Directors may determine having regard to any limitation thereof as may be prescribed by any stock exchange upon which the shares of the Company may be listed). Where a registered shareholder transfers part only of the shares comprised in a certificate or where a registered shareholder requires the Company to cancel any certificate or certificates and issue new certificates for the purpose of subdividing his holding in a different manner the old certificate or certificates shall be cancelled and a new certificate or certificates for the balance of such shares issued in lieu thereof and the registered shareholder shall pay a fee not exceeding S$2 (or such other fee as the Directors may determine having regard to any limitation thereof as may be prescribed by any stock exchange upon which the shares of the Company may be listed) for each such new certificate

as the Directors may determine. Where the member is a Depositor, the delivery by the Company to the Depository of provisional allotments or share certificates in respect of the aggregate entitlements of Depositors to new shares offered by way of rights issue or other preferential offering or bonus issue shall to the extent of the delivery discharge the Company from any further liability to each such Depositor in respect of his individual entitlement.

Article 21(1) – Directors' power to decline to register

Subject to these Articles, there shall be no restriction on the transfer of fully paid up shares except where required by law or by the rules, bye-laws or listing rules of the Exchange but the Directors may in their discretion decline to register any transfer of shares upon which the Company has a lien and in the case of shares not fully paid up may refuse to register a transfer to a transferee of whom they do not approve. If the Directors shall decline to register any such transfer of shares, they shall give to both the transferor and the transferee written notice of their refusal to register as required by the Act and the listing rules of the Exchange.

Article 47 – Rights and privileges of new shares

Subject to any special rights for the time being attached to any existing class of shares, the new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the general meeting resolving upon the creation thereof shall direct and if no direction be given as the Directors shall determine; subject to the provisions of these Articles and in particular (but without prejudice to the generality of the foregoing) such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company or otherwise.

Article 71(1) – Voting rights of Members

Subject and without prejudice to any special privileges or restrictions as to voting for the time being attached to any special class of shares for the time being forming part of the capital of the Company and to Article 6, each Member entitled to vote may vote in person or by proxy or attorney, and (in the case of a corporation) by a representative. A person entitled to more than one (1) vote need not use all his votes or cast all the votes he uses in the same way.

Article 71(3)

Notwithstanding anything contained in the Articles, a Depositor shall not be entitled to attend any general meeting and to speak and vote thereat unless his name is certified by the Depository to the Company as appearing on the Depository Register not later than forty-eight (48) hours before the time of the relevant general meeting (the "**cut-off time**") as a Depositor on whose behalf the Depository holds shares in the Company. For the purpose of determining the number of votes which a Depositor or his proxy may cast on a poll, the Depositor or his proxy shall be deemed to hold or represent that number of shares entered in the Depositor's Securities Account at the cut-off time as certified by the Depository to the Company, or where a Depositor has apportioned the balance standing to his Securities Account as at the cut-off time between two (2) proxies, to apportion the said number of shares between the two (2) proxies in the same proportion as specified by the Depositor in appointing the proxies; and accordingly no instrument appointing a proxy of a Depositor shall be rendered invalid merely by reason of any discrepancy between the number of shares

standing to the credit of that Depositor's Securities Account as at the cut-off time, and the true balance standing to the Securities Account of a Depositor as at the time of the relevant general meeting, if the instrument is dealt with in such manner as aforesaid.

Article 72 – Voting rights of joint holders

Where there are joint holders of any share any one (1) of such persons may vote and be reckoned in a quorum at any meeting either personally or by proxy or by attorney or in the case of a corporation by a representative as if he were solely entitled thereto but if more than one (1) of such joint holders is so present at any meeting then the person present whose name stands first in the Register of Members or the Depository Register (as the case may be) in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased Member in whose name any share stands shall for the purpose of this Article be deemed joint holders thereof.

Article 73 – Voting rights of Members of unsound mind

If a Member be a lunatic, idiot or non-compos mentis, he may vote on a poll by his committee, curator bonis or such other person as properly has the management of his estate and any such committee, curator bonis or other person may vote by proxy or attorney, provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Office not less than forty-eight (48) hours before the time appointed for holding the meeting.

Article 74 – Right to vote

Subject to the provisions of the Articles, every Member either personally or by proxy or by attorney or in the case of a corporation by a representative shall be entitled to be present and to vote at any general meeting and to be reckoned in the quorum thereat in respect of shares fully paid and in respect of partly paid shares where calls are not due and unpaid. In the event a member has appointed more than one (1) proxy, only one (1) proxy is counted in determining the quorum.

(g) **Any change in capital**

Article 50(1) – Power to consolidate, cancel and subdivide shares

The Company may by ordinary resolution alter its share capital in the manner permitted under the Act including without limitation:

(i) consolidate and divide all or any of its shares;

(ii) cancel the number of shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person or which have been forfeited and diminish its share capital in accordance with the Act;

(iii) subdivide its shares or any of them (subject to the provisions of the Act), provided always that in such subdivision the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and

(iv) subject to the provisions of these Articles and the Act, convert any class of shares into any other class of shares.

Article 50(2) – Repurchase of Company's shares

The Company may purchase or otherwise acquire its issued shares subject to and in accordance with the provisions of the Act and any other relevant rule, law or regulation enacted or promulgated by any relevant competent authority from time to time (collectively, the "**Relevant Laws**"), on such terms and subject to such conditions as the Company may in general meeting prescribe in accordance with the Relevant Laws. Any shares purchased or acquired by the Company as aforesaid may be cancelled or held as treasury shares and dealt with in accordance with the Relevant Laws. On the cancellation of any share as aforesaid, the rights and privileges attached to that share shall expire. In any other instance, the Company may hold or deal with any such share which is so purchased or acquired by it in such manner as may be permitted by, and in accordance with, the Act.

Article 51 – Power to reduce capital

The Company may by special resolution reduce its share capital or any other undistributable reserve in any manner subject to any requirements and consents required by law. Without prejudice to the generality of the foregoing, upon cancellation of any share purchased or otherwise acquired by the Company pursuant to these presents and the Act, the number of issued shares of the Company shall be diminished by the number of shares so cancelled, and where any such cancelled shares were purchased or acquired out of the capital of the Company, the amount of the share capital of the Company shall be reduced accordingly.

(h) **Any change in the respective rights of the various classes of shares including the action necessary to change the rights, indicating where the conditions are different from those required by the applicable law**

Article 7(1) – Variation of rights

If at any time the share capital is divided into different classes, the repayment of preference capital other than redeemable preference capital and the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, whether or not the Company is being wound up, only be made, varied or abrogated with the sanction of a special resolution passed at a separate general meeting of the holders of shares of the class and to every such special resolution, the provisions of Section 184 of the Act shall, with such adaptations as are necessary, apply. To every such separate general meeting, the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply; but so that the necessary quorum shall be two (2) persons at least holding or representing by proxy or by attorney one-third of the issued shares of the class. Provided always that where the necessary majority for such a special resolution is not obtained at the general meeting, consent in writing if obtained from the holders of three-fourths of the issued shares of the class concerned within two (2) months of the general meeting shall be as valid and effectual as a special resolution carried at the general meeting.

Article 8 – Creation or issue of further shares with special rights

The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of the shares of that class or by these Articles, be deemed to be varied by the creation or issue of further shares ranking equally therewith.

(i) **Any time limit after which a dividend entitlement will lapse and an indication of the party in whose favour this entitlement operates**

Article 130(1) – Unclaimed dividends

The payment by the Directors of any unclaimed dividends or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof. All dividends unclaimed after being declared may be invested or otherwise made use of by the Directors for the benefit of the Company and any dividend unclaimed after a period of six (6) years from the date of declaration of such dividend may be forfeited and if so shall revert to the Company but the Directors may at any time thereafter at their absolute discretion annul any such forfeiture and pay the dividend so forfeited to the person entitled thereto prior to the forfeiture. For the avoidance of doubt no Member shall be entitled to any interest, share of revenue or other benefit arising from any unclaimed dividends, howsoever and whatsoever. If the Depositor returns any such dividend or money to the Company, the relevant Depositor shall not have any right or claim in respect of such dividend or money against the Company if a period of six (6) years has elapsed from the date of the declaration of such dividend or the date on which such other money was first payable.

(j) **Any limitation on the right to own shares including limitations on the right of non-resident or foreign shareholders to hold or exercise voting rights on the shares**

Article 11 – No trust recognised

Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share, except an absolute right to the entirety thereof in the person (other than the Depository) entered in the Register of Members as the registered holder thereof or (where the person entered in the Register of Members as the registered holder of a share is the Depository) the person whose name is entered in the Depository Register in respect of that share.

Article 20 – Person under disability

No share shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind but nothing herein contained shall be construed as imposing on the company any liability in respect of the registration of such transfer if the company has no actual knowledge of the same.

Article 48(1) – Issue of new shares to Members

Subject to any direction to the contrary that may be given by the Company in general meeting, or except as permitted under the Exchange's listing rules, all new shares shall before issue be offered to the Members in proportion, as far as the circumstances admit, to the number of the existing shares to which they are entitled or hold. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined. After the expiration of the aforesaid time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article.

Article 48(2)

Notwithstanding Article 48(1) above but subject to the Act and the byelaws and listing rules of the Exchange, the Company may by ordinary resolution in general meeting give to the Directors a general authority, either unconditionally or subject to such conditions as may be specified in the ordinary resolution to:

(i) issue shares in the capital of the Company (whether by way of rights, bonus or otherwise); and/or

(ii) make or grant Instruments; and/or

(iii) (notwithstanding the authority conferred by the ordinary resolution may have ceased to be in force) issue shares in pursuance of any Instrument made or granted by the Directors while the ordinary resolution was in force;

provided that:

(a) the aggregate number of shares or Instruments to be issued pursuant to the ordinary resolution (including shares to be issued in pursuance of Instruments made or granted pursuant to the ordinary resolution but excluding shares which may be issued pursuant to any adjustments effected under any relevant Instrument) does not exceed any applicable limits prescribed by the Exchange;

(b) in exercising the authority conferred by the ordinary resolution, the Company shall comply with the listing rules for the time being in force (unless such compliance is waived by the Exchange) and the Articles; and

(c) (unless revoked or varied by the Company in general meeting) the authority conferred by the ordinary resolution shall not continue in force beyond the conclusion of the Annual General Meeting next following the passing of the ordinary resolution, or the date by which such Annual General Meeting is required by law to be held, or the expiration of such other period as may be prescribed by the Act (whichever is the earliest).

Article 48(3)

Notwithstanding Article 48(1) above but subject to the Act, the Directors shall not be required to offer any new shares to members to whom by reason of foreign securities laws such offers may not be made without registration of the shares or a prospectus or other document, but may sell the entitlements to the new shares on behalf of such Members in such manner as they think most beneficial to the Company.

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1. Name of Scheme

The Scheme shall be called the "2014 QTV Employee Share Option Scheme".

2. **Definitions**

(a) In this Scheme, unless the context otherwise requires, the following words and expressions shall have the following meanings:–

"Act"	The Companies Act, Chapter 50 of Singapore as amended or modified from time to time
"Adoption Date"	The date upon which this Scheme is adopted by the Board of Directors of the Company and its Shareholders in a general meeting
"Aggregate Exercise Price"	The total amount payable for the Scheme Shares which may be acquired on the exercise of an Option
"Associate"	In relation to a person, means his or her spouse, child, adopted child, step-child, brother, sister or parent
"Associated Company"	A company which is for the time being an Associated Company of the Company as defined in the Listing Manual, provided that at the Offer Date, the Company has control over the management of the Associated Company.
"Auditors"	The auditors of the Company for the time being
"Board"	The Board of Directors of the Company
"CDP"	The Central Depository (Pte) Limited
"Change in Control"	The occurrence of any of the following events: (a) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("**Person**"), acquires ownership of the shares of the Company that, together with the shares held by such Person, constitute more than 50% of the total voting power of the shares of the Company, except that any change in the ownership of the shares of the Company as a result of a private financing of the Company that is approved by the Board will not be considered a Change in Control; or

(b) Change in Effective Control of the Company. If the Company has a class of securities registered pursuant to Section 12 of the Exchange Act, a change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this subclause (b), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(c) Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this subclause (c), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. For purposes of the definition of Change in Control, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of shares, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

	Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its sole purpose is to change the jurisdiction of the Company's incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.
"Closing Date"	30 Days from the relevant Offer Date
"Code"	The United States Internal Revenue Code of 1986, as amended. Any reference to a section of the Code herein will be a reference to any successor or amended section of the Code
"CPF"	Central Provident Fund
"Committee"	A committee duly authorised and appointed by the Board of Directors of the Company and comprising Directors of the Company, established for the purpose of administering the Scheme
"Company" or "QT Vascular"	QT Vascular Ltd.
"Controlling Interest"	The interest of the Company's Controlling Shareholder(s)
"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 exercises Control over the Company. Unless rebutted, a person who controls directly or indirectly a shareholding interest of 15% or more of the Company's issued share capital shall be presumed to be a Controlling Shareholder of the Company
"Date of Grant"	The date on which an Option is granted to a Participant pursuant to the Option Scheme
"Depositor"	A person being a Depository Agent or holder of a Securities Account maintained with CDP but does not include a holder of an account maintained with a Depository Agent
"Depository Agent"	An entity registered as a depository agent with CDP for the purpose of maintaining securities sub-accounts for its own account and for the account of others

"Depository Register"	A register maintained by CDP in respect of book entry securities
"Director"	A director (whether executive or non-executive), for the time being of the Company or its Subsidiary
"Disability"	Total and permanent disability as defined in Code Section 22(e)(3), provided that in the case of Nonstatutory Stock Options, the Committee in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Committee from time to time
"Employee"	A confirmed employee of the Company or its Subsidiaries selected by the Committee to participate in the Scheme in accordance with Rule 4
"Exchange Act"	The United States Securities Exchange Act of 1934, as amended
"Executive Director"	A director who is an employee of the Company or its Subsidiary
"Exercise Price"	The price at which a Participant shall subscribe for each Scheme Share upon the exercise of an Option as determined in accordance with Rule 5
"Exercise Limitation Period"	The period within which an Option subject to Rule 846 of the Listing Manual may not be exercised, consisting of (i) with respect to Options with an Exercise Price equal to or greater than the Market Price on the Date of Grant, the one (1) year period following the Date of Grant, and (ii) with respect to Options with an Exercise Price that is less than the Market Price on the Date of Grant, the two (2) year period following the Date of Grant
"Financial Year"	Each period of twelve (12) months at the end of which the profit and loss accounts and balance sheets of the Company are prepared and audited for the purpose of laying the same before an annual general meeting of the Company
"Group"	The Company and its Subsidiaries
"Incentive Stock Option"	An Option that by its terms qualifies and is otherwise intended to qualify as an incentive stock option within the meaning of Code Section 422 and the regulations promulgated thereunder

"Listing Manual"	The Listing Manual of the SGX-ST, Section B: Rules of Catalist as amended or modified from time to time
"Market Day"	A day on which the SGX-ST is open for trading in securities
"Market Price"	The weighted average of the last-dealt price for a Share, as determined by reference to the daily Official List published by the SGX-ST for the three (3) consecutive trading days immediately preceding the Date of Grant of an Option
"Month"	Calendar month
"Non-Executive Director"	A director (including an independent director) who does not perform any executive function in the Company or its Subsidiary
"Nonstatutory Stock Option"	An Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option
"Offer"	The Company's offer to a Participant of an Option to subscribe for Shares under the Scheme
"Offer Date"	The date on which an Offer is made to a Participant to participate in the Scheme
"Option"	The right to subscribe for the Scheme Shares granted or to be granted pursuant to this Scheme and for the time being subsisting
"Option Agreement"	The written or electronic agreement setting forth the terms and provisions applicable to each Option granted under the Scheme. The Option Agreement is subject to the terms and conditions of the Scheme
"Participant"	The holder of an Option
"Parent"	A "parent corporation" whether now or hereafter existing, as defined in Code Section 424(e)
"Record Date"	The date fixed by the Company for the purposes of determining entitlements to dividends or other distributions to or rights of holders of Shares
"Scheme"	The 2014 QTV Employee Share Option Scheme, as the same may be amended from time to time
"Scheme Shares"	Shares to be issued pursuant to the Scheme

"Service Provider"	An Employee or Director
"Securities Account"	A securities account maintained by a Depositor with CDP but does not include a securities sub-account
"SGX-ST"	The Singapore Exchange Securities Trading Limited
"Shares"	Ordinary shares in the capital of the Company
"Shareholders"	A person who is named as a registered holder of the Shares from time to time and in the case of the Depositor, a person who is named as the Depositor in the Depository Register maintained by the CDP and into whose Securities Account those Shares are credited
"Subsidiary"	A company (wheresoever incorporated) which is for the time being a subsidiary of the Company as defined within the meaning of Section 5 of the Act and, with respect to Incentive Stock Options, as defined in Code Section 424(f)
"Trading Day"	A day on which is for the time being a subsidiary of the Company within the meaning of the Companies Act
"Treasury Shares"	Has the meaning ascribed to it in Section 4 of the Act
"$"	Singapore dollars
"%" or "per cent."	Percentage or per centum

(b) Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter gender and vice versa. References to persons shall, where applicable, include corporations.

(c) Any reference in the Scheme to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Act, the Listing Manual or any modification thereof and used in the Scheme shall have the meaning assigned to it under the Act or the Listing Manual or any modification thereof, as the case may be.

(d) Any reference to a time of the day in the Scheme shall be a reference to Singapore time.

(e) Unless the context otherwise requires, references to "Rules" are to rules of the Scheme.

3. Objectives of the Scheme

The Scheme is a share incentive scheme. The purpose of the Scheme is to allow persons (including Controlling Shareholders and their Associates) who are Service Providers who have contributed significantly to the growth and development of the Group to have a personal stake in the Company at relatively low direct cost to the Company's profitability. The Scheme will also help to achieve the following positive objectives:–

(a) to motivate the Participants to optimise their performance, efficiency and productivity to achieve higher levels of contribution to the Group and to work towards the growth and prosperity of the Group reflected through the growth in the price of the Shares, which ultimately benefits the Shareholders;

(b) to increase the competitiveness of the Group by giving it the option to use the Scheme as an additional component in its compensation and incentive package to attract and retain key staff whose contributions are important to the long-term growth and profitability of the Group;

(c) to instill a sense of loyalty in the staff with the view to achieving long-term prosperity for the Group;

(d) to attract potential Service Providers with relevant skills to contribute to the Group and to create value for Shareholders; and

(e) to align the interests of Participants with the interests of the Shareholders.

4. Grant of Options

(a) Any Service Provider shall be eligible to participate in the Scheme if he is not an undischarged bankrupt on or before the relevant Date of Grant and is at the absolute discretion of the Committee, selected to participate in the Scheme. Notwithstanding the foregoing, only Employees will be eligible to receive Incentive Stock Options under the Scheme.

(b) Participants who are Controlling Shareholders or Associates of Controlling Shareholders shall (notwithstanding that they may meet the eligibility criteria in Rule 4(a) above) not participate in the Scheme unless:–

(i) their participation; and

(ii) the actual number of Shares and terms of any Option to be granted to them, have been approved by the independent Shareholders in general meeting in separate resolutions for each such person and, in respect of each such person, in separate resolutions for each of (i) his participation and (ii) the actual number of Shares and terms of any Option to be granted to him.

(c) For the purposes of obtaining such approval of the independent Shareholders, the Committee shall procure that the circular, letter or notice to the Shareholders in connection therewith shall set out the following:–

(i) clear justifications for the participation of such Controlling Shareholders or Associates of Controlling Shareholders; and

(ii) clear rationale for the number and terms (including the Exercise Price) of the Options to be granted to such Controlling Shareholders or Associates of Controlling Shareholders.

(d) The Committee may, subject as provided in Rule 9, grant Options to the Participants as it may select in its absolute discretion at any time during the duration of the Scheme, provided that in the event that an announcement is made on any matter of an exceptional nature involving unpublished price sensitive information is imminent, Options may only be granted on or after the second (2nd) Market Day from the date on which the aforesaid announcement is released.

(e) The Option Agreement setting forth the terms and conditions of the Option shall be in or substantially in the form set out in Appendix A (subject to such modification as the Committee may from time to time determine). The Option shall be personal to the Participant to whom it is granted and, unless determined otherwise by the Committee, shall not be transferred, charged or assigned, pledged or otherwise disposed of or encumbered, in whole or in part, and may be exercised, during the lifetime of the Participant, only by the Participant, but may be exercised by the Participant's legal personal representative(s) as provided in Rule 6(d) in the event of the death of the Participant. If the Committee makes an Option transferable, such Option may only be transferred (i) by will, (ii) by the laws of descent and distribution, or (iii) as permitted by Rule 701 of the United States Securities Act of 1933, as amended (the "**Securities Act**").

(f) Subject to any adjustment pursuant to Rule 10, the number of Shares in respect of which Options may be granted to a Participant pursuant to the Scheme shall be determined at the discretion of the Committee who shall take into account criteria such as the rank, performance, length of service of such Participant, and the services and/or contributions made by such Participant to the Group and the potential for such Participant making further contributions to the Group as well as the performance of Group.

(g) The grant of an Option to a Participant under this Rule 4 shall be accepted by the Participant within thirty (30) days from the Date of Grant of that Option and not later than 5.00 p.m. on the thirtieth (30th) day from such Date of Grant by completing, signing and returning the Acceptance Form in or substantially in the form set out in Appendix B (subject to such modification as the Committee may from time to time determine), accompanied by payment of $1.00 as consideration.

(h) If a grant of an Option is not accepted in the manner as provided in Rule 4(e), such offer shall upon the expiry of the thirty (30) day period automatically lapse and shall be null and void and of no effect.

5. Exercise Price

Subject to any adjustment pursuant to Rule 10, the Exercise Price payable for each Share in respect of which an Option is exercisable shall be determined by the Committee in its absolute discretion, on the Date of Grant, at:–

(a) the Market Price; or

(b) a price which is set at a discount to the Market Price, provided that:–

(i) the maximum discount shall not exceed 20% of the Market Price. The Committee shall have the sole and absolute discretion to determine the exact amount of discount, if any, to each Participant; and

(ii) the Shareholders shall have authorised the making of offers and grants of Options under the Scheme at a discount not exceeding the maximum discount as aforesaid.

Notwithstanding the foregoing, the Exercise Price payable for each Share in respect of which an Incentive Stock Option is exercisable will be no less than the Market Price on the Date of Grant. In addition, in the case of an Incentive Stock Option granted to an Employee who owns stock representing more than 10% of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the Exercise Price payable for each Share will be no less than the Market Price.

6. Right to Exercise Option

(a) Subject as provided in this Rule 6 and in Rule 7 and Rule 8, an Option shall be exercisable, in whole or in part, at such times and under such conditions as determined by the Committee and set forth in the Option Agreement. Notwithstanding the foregoing, Options subject to the Act may not be exercised prior to the applicable Exercise Limitation Period.

(b) If a Participant ceases to be a Service Provider, other than upon the Participant's termination as the result of the Participant's death or Disability, the Participant may exercise his or her Option within thirty (30) days of termination, or such longer period of time as is specified in the Option Agreement (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement) to the extent that the Option is vested on the date of termination. Unless otherwise provided by the Committee, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Scheme. If after termination the Participant does not exercise his or her Option within the time specified by the Committee, the Option will terminate, and the Shares covered by such Option will revert to the Scheme. For the purpose of this Rule 6(b), a Participant shall be deemed to have ceased to be a Service Provider as of the date the notice of termination of service is tendered by or is given to him, unless such notice shall be withdrawn prior to its effective date. In determining the service period of the Participant, any period during which the Participant was previously a Service Provider of any company within the Group shall be taken into account. For the avoidance of doubt, where the Participant is a Non-Executive Director of the Company, the cessation of his or her appointment as a Director of the Company shall be treated as equivalent to the cessation of the full time employment of a Service Provider within the Group.

(c) If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within six (6) months of termination, or such longer period of time as is specified in the Option Agreement (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement) to the extent the Option is vested on the date of termination. Unless otherwise provided by the Committee, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Scheme. If after termination the Participant does not exercise his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Scheme.

(d) If a Participant dies while he or she is a Service Provider, the Option may be exercised within six (6) months following the Participant's death, or within such longer period of time as is specified in the Option Agreement (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement) to the extent that the Option is vested on the date of death, by the Participant's designated beneficiary, provided such beneficiary has been designated prior to the Participant's death in a form acceptable to the Committee. If no such beneficiary has been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution. Unless otherwise provided by the Committee, if at the time of death, the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will immediately revert to the Scheme. If the Option is not so exercised within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Scheme.

(e) An Option shall, to the extent unexercised, immediately lapse and become null and void without any claim against the Company and the Shares covered by such Option will revert to the Scheme:–

(i) upon the bankruptcy of the Participant or the happening of any other event which results in his or her being deprived of the legal or beneficial ownership of such Option; or

(ii) in the event of misconduct on the part of the Participant as determined by the Committee in its absolute discretion or if the Participant commits any breach of any of the terms of his or her Option.

(f) The term of each Option will be stated in the Option Agreement; provided, however, that the term will be no more than 120 months from the Date of Grant of such Option.

7. Take-over, Change in Control and Winding-Up of the Company

(a) In the event of a take-over offer being made for the Shares and such offer becoming or being declared unconditional, each outstanding Option will be treated as the Committee determines.

(b) In the event of a merger or Change in Control, each outstanding Option will be treated as the Committee determines. Notwithstanding the foregoing, in the event that the successor corporation does not assume or substitute for the Option (or portion thereof), the Participant will fully vest in and have the right to exercise all of his or her outstanding

Options, including Shares as to which such Options would not otherwise be vested or exercisable. In addition, if an Option is not assumed or substituted in the event of a merger or Change in Control, the Committee will notify the Participant in writing or electronically that the Option will be exercisable for a period of time determined by the Committee in its sole discretion, and the Option, to the extent unexercised, will immediately lapse and become null and void without any claim against the Company. For the purposes of this Rule 7(b), an Option will be considered assumed if, following the merger or Change in Control, the Option confers the right to purchase or receive, for each Share subject to the Option immediately prior to the merger or Change in Control, the consideration (whether in shares, cash, or other securities or property) received in the merger or Change in Control by holders of Shares held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the merger or Change in Control is not solely ordinary shares of the successor corporation or its Parent, the Committee may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of an Option, for each Share subject to such Option, to be solely ordinary shares of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of Shares in the merger or Change in Control.

(c) If 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, each Participant shall be entitled, subject to Rule 6(b) above and Rule 7(f) below, to exercise any Option then held by him or her during the period commencing on the date upon which the compromise or arrangement is sanctioned by the court and ending either on the expiry of sixty (60) days thereafter or the date upon which the compromise or arrangement becomes effective, whichever is later (but not after the expiration of the term of the Option), after which the Option, to the extent unexercised, shall lapse and become null and void. Provided always that the date of exercise of the Option shall be before the fifth (5^{th}) anniversary of the Date of Grant.

(d) In the event of a members' solvent voluntary winding-up (other than for amalgamation or reconstruction), each Participant shall be entitled to exercise any Option then held by him or her within thirty (30) days of the passing of the resolution of such winding-up or before the expiration of the term of the Option relating thereto, whichever is the earlier, after which all Options, to the extent unexercised shall, subject to Rule 7(f) below, lapse and become null and void.

(e) If an order is passed for the winding-up of the Company on the basis of its insolvency (whether voluntary or involuntary), all Options, to the extent unexercised, shall lapse and become null and void.

(f) If in connection with making of a general offer referred to in Rule 7(a) or the Change in Control referred to in Rule 7(b) or the scheme referred to in Rule 7(c) or the winding-up referred to in Rule 7(d), arrangements are made (which are confirmed in writing by the Auditors, acting only as experts and not as arbitrators, to be fair and reasonable) for the compensation of Participants, whether by the continuation of their Options or the payment of cash or the grant of other options or otherwise, a Participant holding an Option, which is not then exercisable, may not, at the discretion of the Committee, be permitted to exercise that Option as provided for in this Rule 7.

(g) For the avoidance of doubt, any Option which is permitted to be exercised by reason of Rules 7(a), 7(b), 7(c), and 7(d) shall be so capable of being exercised notwithstanding that the exercise thereof may take place during the Exercise Limitation Period, if applicable.

8. Exercise of Options, Allotment and Listing of Shares

(a) An Option may be exercised, in whole or in part (provided that an Option may be exercised in part only in respect of whole shares and never for fractional shares), by a Participant giving a notice in writing to the Company in the form or substantially in the form set out in Appendix C (subject to such modification as the Committee may from time to time determine). Such notice must be accompanied by a remittance for the Aggregate Exercise Price and any other documentation the Committee may require. All payments pursuant to this Rule shall be made by cheque, cashier's order, bank draft or postal order made out in favour of the Company. An Option shall be deemed to be exercised upon the receipt by the Company of the said notice duly completed and the Aggregate Exercise Price.

(b) The exercise of an Option (including the time and manner of such exercise) shall be subject to and carried out in accordance with any guidelines that may from time to time be prescribed by the Committee. The Company further reserves the right to treat any exercise as invalid where it has reason to believe that such exercise would or may infringe any applicable guidelines of the SGX-ST.

(c) Subject to prevailing legislation and guidelines issued by the SGX-ST, the Company will deliver Shares to Participants in relation to the exercise of an Option, either by way of an issue of new Shares, deemed to be fully paid upon their issuance and allotment, or the delivery of Treasury Shares. In determining whether to issue new Shares or deliver Treasury Shares, the Company will take into account factors such as (but not limited to) the amount of cash available, the number of Shares to be delivered, the prevailing market price of the Shares and the cost to the Company of the various modes of settlement.

(d) The Company shall, as soon as practicable after the exercise of an Option by a Participant but in any event within ten (10) Market Days after the date of the exercise of the Option in accordance with Rule 8(a), allot and issue or procure the delivery or transfer, as the case may be, of the relevant Scheme Shares in respect of which the Option has been exercised by the Participant and within five (5) Market Days from the date of such allotment or transfer, deliver the relevant share certificates to CDP for the credit of the Securities Account of that Participant by ordinary post or such other mode of delivery as the Committee may deem fit.

(e) Where new Shares are allotted pursuant to this Rule, the Company shall, as soon as practicable, apply to the SGX-ST and/or any other stock exchange on which the Shares are quoted, for the listing and quotation of the Scheme Shares.

(f) Shares which are allotted or transferred on the exercise of an Option to a Participant shall be transferred or issued respectively in the name of CDP to the credit of the Securities Account of that Participant maintained with CDP or the securities sub-account maintained by the Participant with a Depository Agent.

(g) Shares which are allotted on the exercise of an Option to a Participant shall be subject to all the provisions of the Articles of Association of the Company (including all provisions thereof relating to the voting, dividend, transfer and other rights attached to the Shares, including those rights which arise from a liquidation of the Company), and shall rank *pari passu* in all respects with the then existing issued Shares, save for any dividends, rights, allotments or other distributions, the Record Date of which falls on or prior to the date of exercise of the Option.

9. Limitations on the Size of the Scheme

(a) The aggregate number of Shares that are subject to granted and outstanding options (options that have not been either exercised or terminated) under the Scheme, when added to the aggregate number of Shares that are subject to granted and outstanding options (options that have not been either exercised or terminated) under all of the Company's other share option or share schemes, shall not at any time exceed 15% of the number of issued Shares in the capital of the Company (excluding treasury shares).

(b) The aggregate number of Shares available under the Scheme to Controlling Shareholders and/or their Associates shall not exceed 25% of the Shares available under the Scheme, and the number of Shares available under the Scheme to each Controlling Shareholder and/or his Associate shall not exceed 10% of the Shares available under the Scheme.

(c) If an Option expires or becomes unexercisable without having been exercised in full, is surrendered pursuant to an exchange program, the unpurchased Shares which were subject thereto will become available for future grant or sale under the Scheme (unless the Scheme has terminated). Shares that have actually been issued under the Scheme under any Option will not be returned to the Scheme and will not become available for future distribution under the Scheme. Shares used to pay the exercise price of an Option or to satisfy the tax withholding obligations related to an Option will become available for future grant or sale under the Scheme.

10. Alteration of Capital

(a) If a variation in the issued share capital of the Company (whether by way of a capitalisation of profits or reserves or rights issue, including any dividend or other distribution whether in the form of cash, Shares, other securities, or other property, or a reduction, sub-division or consolidation of the existing Shares, or a reverse stock split, reorganisation, merger, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares) shall take place, then:–

(i) the Exercise Price for the Shares; and/or

(ii) the class and/or number of Shares comprised in an Option to the extent unexercised; and/or

(iii) the class and/or number of Shares over which additional Options may be granted to the Participants,

shall be adjusted in such manner as the Committee may determine to be appropriate and except in relation to a capitalisation issue, upon the written confirmation of the Auditors (acting only as experts and not as arbitrators), that in their opinion, such adjustment is fair and reasonable.

(b) Unless the Committee considers an adjustment to be appropriate, the following (whether singly or in combination) shall not be regarded as events requiring adjustment:–

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

(ii) any increase in the number of issued Shares as a consequence of the exercise of options or other convertibles issued from time to time by the Company entitling holders thereof to subscribe for new Shares in the capital of the Company (including the exercise of any Options granted pursuant to this Scheme);

(iii) any issue of Shares pursuant to any scrip dividend scheme for the time being of the Company; and

(iv) any reduction in the number of issued Shares as a result of the cancellation of issued Shares purchased by the Company by way of market purchase(s) effected on SGX-ST pursuant to a share purchase mandate (or any renewal thereof) given by the shareholders of the Company in general meeting and for the time being in force.

(c) No such adjustment shall be made if as a result, the Participant receives a benefit that a Shareholder does not receive; and unless the Committee, after considering all relevant circumstances, considers it equitable to do so.

(d) Upon any adjustment made pursuant to this Rule 10, the Company shall notify the Participant (or his or her duly appointed personal representatives where applicable) in writing informing him or her (or his or her duly appointed personal representatives where applicable) of the Exercise Price thereafter in effect and the nominal amount, class and/or number of Scheme Shares thereafter to be issued on the exercise of the Option. Any adjustment shall take effect upon such written notification being given.

11. Administration of Scheme

(a) The Scheme shall be administered by the Committee in its absolute discretion with such powers and duties as are conferred on it by the Board.

(b) The Committee shall have the power, from time to time, to make and vary such regulations (not being inconsistent with the Scheme) for the implementation and administration of the Scheme as it thinks fit.

(c) Any decision of the Committee, made pursuant to any provisions of the Scheme (other than a matter to be certified by the Auditors), shall be final and binding (including any decisions pertaining to disputes as to interpretation of the Scheme or any rule, regulation or procedure thereunder or as to any rights under the Scheme),provided that a member of the Committee shall abstain from voting where the Committee is deliberating on whether an Option shall be granted to him or her pursuant to the Scheme or on any matter relating to the Scheme in which such member is interested.

(d) All determinations or actions of the Committee with respect to the interpretation and/or implementation of the Scheme shall be by the affirmative vote of the majority of the members thereof or by way of a written instrument signed by a majority of the members of the Committee. In the latter case, the determination or actions so taken shall be as fully effective as if they had been taken by a vote of the majority of the members of the Committee at a meeting duly called and held. Only in the event of a tie shall the Chairman of the Committee be requested to cast his vote, otherwise, a simple majority of the members of the Committee shall suffice.

12. Notices

(a) A Participant shall not by virtue of any unexercised Option be entitled to receive copies of any notices or other documents sent by the Company to the Shareholders.

(b) Any notice or other communication between the Company and a Participant may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its registered office at 80 Robinson Road #02-00 Singapore 068898 and, in the case of the Participant, his or her address as notified by him or her to the Company from time to time.

(c) Any notice or other communication sent by post:–

(i) by the Company shall be deemed to have been received twenty-four (24) hours after the same was put in the post properly addressed and stamped;

(ii) by the Participant shall be deemed to have been received when the same is delivered to the Company at its registered office at 80 Robinson Road #02-00, Singapore 068898.

13. Alteration and Termination of Scheme

(a) Any or all the provisions of the Scheme may be modified and/or altered at any time and from time to time by resolution of the Committee except that:–

(i) no modification or alteration shall alter adversely the rights of any Participant except with the consent in writing of the affected Participant;

(ii) the definitions of "Associate", "Controlling Shareholder", "Employee", "Participant", "Committee" and "Exercise Price" and the provisions of Rules 4, 5, 6, 7, 8(e), 9, 10, 11 and this Rule 13 shall not be altered to the advantage of Participants except with the prior sanction of the Shareholders in general meeting; and

(iii) 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 as may be necessary.

(b) Written notice of any modification or alteration made in accordance with this Rule shall be given to all Participants but omission to give notice to any Participant shall not invalidate any such amendments.

(c) Notwithstanding anything to the contrary contained in Rule 13(a), the Committee may at any time by resolution (and without other formality, save for the prior approval of the SGX-ST) amend or alter the Scheme in any way to the extent necessary to cause the Scheme to comply with any statutory provision or the requirements of any regulatory or other relevant authority or body (including the SGX-ST).

(d) The Scheme may be terminated at any time by the Committee or by ordinary resolution of the Shareholders in general meeting and if the Scheme is so terminated no further Options shall be offered by the Company hereunder but the then existing rights of Participants under the Scheme shall not thereby be affected.

14. Terms of Employment Unaffected

Where the Participant is a Service Provider, the terms of the Participant's status as a Service Provider shall not be affected by his participation in the Scheme which shall neither form part of such terms nor entitle him or her to take into account such participation in calculating any compensation or damages on the termination of his or her status as a Service Provider for any reason.

15. Duration of the Scheme

The Scheme shall continue for a period of ten (10) years commencing from the Adoption Date, provided always that the Scheme may continue beyond the above stipulated period with the approval of the Shareholders by ordinary resolution in general meeting and of any relevant authorities which may be required. Notwithstanding the foregoing, the Scheme will terminate ten (10) years from the earlier of the most recent Board or Shareholder approval of an increase in the number of Shares reserved for issuance under the Scheme.

The Scheme will be subject to approval by the Shareholders within twelve (12) months after the Adoption Date. Such Shareholder approval will be obtained in the manner and to the degree required under applicable laws.

The expiry of the Scheme shall not affect Options which have been granted and accepted as provided in Rule 4, whether such Options have been exercised (whether fully or partially) or not.

16. Taxes and Consents

All taxes (including income tax) arising with respect to any Option (including, without limitation, upon exercise of an Option) granted to any Participant under the Scheme shall be borne by that Participant. The Participant shall be responsible for obtaining any governmental or other official consent that may be required by any country or jurisdiction in order to permit the grant or exercise of the relevant Option.

17. Costs and Expenses of Scheme

(a) The Participant shall be responsible for all fees of CDP relating to or in connection with the issue and allotment of any Scheme Shares 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 CDP Depository Agent.

(b) Save for the taxes referred to in Rule 16 and the fees referred to in Rule 17(a) above, all fees, costs and expenses incurred by the Company in relation to the Scheme including but not limited to the fees, costs and expenses relating to the issue and allotment of the Shares of the Company pursuant to the exercise of any Option shall be borne by the Company.

18. Disclaimer of Liability

Notwithstanding any provisions contained herein and subject to the Act, 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 any event, including but not limited to the Company's delay in issuing the Shares or procuring the listing of the Shares on the SGX-ST in accordance with Rule 8(c) (and any other stock exchange on which the Shares are quoted or listed).

19. 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.

20. Disclosures

(a) In accordance with the Listing Manual, the Company shall, on any grant of Option(s) make an announcement providing details of the grant, including the date of grant, exercise price of Option(s) granted, number of Option(s) granted, market price of its securities on the date of grant, number of Option(s) granted to directors and controlling shareholders (and their associates), if any, and the validity period of the Option(s).

(b) The Company shall further make the following disclosures in its annual report to shareholders:–

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

(ii) the information required in the table below for the following participants of the Scheme:–

(1) Directors;

(2) Participants who are Controlling Shareholders and their Associates; and

(3) Participants, other than those in Rules 20(b)(ii)(1) and (2) above, who receive 5% or more of the total number of Options available under the Scheme;

Name of Participant	Options granted during the financial year under review (including terms)	Aggregate Options granted since commencement of the Scheme to the end of the financial year under review	Aggregate Options exercised since commencement of the Scheme to the end of the financial year under review	Aggregate Options outstanding as at the end of financial year under review

(iii) in respect of the Options granted during the Financial Year under review, the number and proportion of Options granted at a discount, in respect of every 10% discount range, up to the maximum discount of 20%.

Provided that if any of the above requirements is not applicable, an appropriate negative statement should be included therein.

21. Governing Law

The Scheme shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Company and the Participants, by participating in the Scheme agree to irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

22. Contracts (Right of Third Parties) Act, Chapter 53B of Singapore

No person other than the Company or a Participant shall have the right to enforce any provision of the Scheme or any Option by virtue of the Contracts (Right of Third Parties) Act, Chapter 53B of Singapore.

23. Eligible Shareholders

Shareholders who are eligible to participate in the Scheme shall abstain from voting on any resolution relating to the Scheme (other than a resolution relating to the participation of, or grant of options to, directors and employees of the Company's parent company and its Subsidiaries). In particular, all Shareholders who are eligible to participate in the Scheme shall abstain from voting on resolutions of the Shareholders relating to (i) the implementation of the Scheme and (ii) the participation of, or grant of Options to Controlling Shareholders and their Associates.

Appendix A
(*of the Rules of the 2014 QTV Employee Share Option Scheme*)

2014 QTV EMPLOYEE SHARE OPTION SCHEME
OPTION AGREEMENT

LETTER OF OFFER

PRIVATE & CONFIDENTIAL Serial No: _____

[Date]

To: [Name]

[Designation]

[Address]

Dear Sir/Madam

We have the pleasure of informing you that you have been nominated by the Committee of the Board of Directors of QT Vascular Ltd. (the "Company") to participate in the **2014 QTV EMPLOYEE SHARE OPTION SCHEME** (the "Scheme"). Unless otherwise defined herein, the terms defined in the Scheme shall have the same defined meanings in this Share Option Agreement (the "Option Agreement").

Accordingly, an offer is hereby made to grant you an option in consideration of the payment of the sum of $1.00, to subscribe and be allotted ordinary shares in the Capital of the Company (the "Shares"), subject to the terms and conditions of the Scheme and this Option Agreement, as follows:

Date of Grant:	:	_____
Vesting Commencement Date:	:	_____
Exercise Price per Share:	:	$ _____
Total Number of Shares Granted:	:	_____
Total Exercise Price:	:	$ _____
Type of Option:	:	Incentive Stock Option Nonstatutory Stock Option
Term/Expiration Date:	:	_____

Vesting Schedule:

This Option shall be exercisable, in whole or in part, according to the following vesting schedule:

(a) [Twenty-five percent (25%) of the Shares subject to the Option shall vest on the one (1) year anniversary of the Vesting Commencement Date, and one forty-eighth (1/48th) of the Shares subject to the Option shall vest each month thereafter on the same day of the month as the Vesting Commencement Date (and if there is no corresponding day, on the last day of the month), subject to Participant continuing to be a Service Provider through each such date.]

(b) [Notwithstanding the foregoing, your Option is subject to a [one (1) year] [two (2) year] Exercise Limitation Period, as set forth in the Scheme.]

Termination Period:

This Option shall be exercisable for thirty (30) days after Participant ceases to be a Service Provider, unless such termination is due to Participant's death or Disability, in which case this Option shall be exercisable for six (6) months after Participant ceases to be a Service Provider. Notwithstanding the foregoing sentence, in no event may this Option be exercised after the Term/Expiration Date as provided above and this Option may be subject to earlier termination as provided in Rule 7 of the Scheme.

The Option is personal to you and shall not be transferred, charged, pledged, assigned or otherwise disposed of or encumbered, in whole or in part, to any person and whomsoever unless approved by the Committee.

If you wish to accept the offer, please sign and return the enclosed Acceptance Form with a sum of $1.00 not later than 5:00 p.m. on the _____ day of _____ 20_____, failing which this offer will lapse.

Yours faithfully,
For and on behalf of
The Board of QT Vascular Ltd.
Enc.

Appendix B
(*of the Rules of the 2014 QTV Employee Share Option Scheme*)

2014 QTV EMPLOYEE SHARE OPTION SCHEME
OPTION AGREEMENT

ACCEPTANCE FORM

PRIVATE & CONFIDENTIAL Serial No: _____

To: The Company Secretary

QT Vascular Ltd.
80 Robinson Road
#02-00
Singapore 068898

Closing Time and Date for	:	_____
Acceptance of Offer	:	_____
Number of Shares in respect of which Option is Offered	:	_____
Exercise Price per Share	:	$ _____
Total Amount Payable	:	$ _____

I have read your Letter of Offer dated [Date of Grant] and agree to be bound by the terms of the Letter of Offer and the Rules of the **2014 QTV EMPLOYEE SHARE OPTION SCHEME**.

I hereby accept the Option to subscribe for _____ ordinary shares in the capital of the Company at the price of $ _____ per share. I enclose a **cheque/cashier's order/bank draft/postal order for $1.00 in payment for the consideration for the Option.

I understand that:–

(i) I am not obliged to exercise the Option; and

(ii) if I exercised the Option to subscribe for shares in the Company, I shall notify the Company Secretary or any other person authorized in writing by the Directors of the Company within 24 hours of my disposal of the shares (or any part thereof) arising from the exercise of the Option, stating the date of transaction, the transaction price and the number of shares disposed of and such other information as the Company may require.

I confirm that as the date hereof, I am not less than 21 years old or an undischarged bankrupt.

I acknowledge and agree that if designated in the Letter of Offer as an Incentive Stock Option ("ISO"), this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code. Nevertheless, to the extent that it exceeds the $100,000 rule of Code Section 422(d), this Option shall be treated as a Nonstatutory Stock Option ("NSO"). Further, if for any reason this Option (or portion thereof) shall not qualify as an ISO, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a NSO granted under the Plan. In no event shall the Committee, the Company or any Parent or Subsidiary or any of their respective employees or directors have any liability to me (or any other person) due to the failure of the Option to qualify for any reason as an ISO.

I acknowledge and agree that I may suffer adverse tax consequences as a result of my purchase or disposition of the Shares. I represent that I have consulted with any tax consultant I have deemed advisable in connection with the purchase or disposition of the Shares and that I am not relying on the Company for any tax advice.

I further acknowledge that you have not made any representation or warranty to induce me to accept the Offer and that the terms of the Letter of Offer and this Acceptance Form constitute the entire agreement between us relating to the Offer.

I agree to keep confidential all information relating to the grant of the Option to me.

Please print in block letters

Name in full	:	_____
Designation	:	_____
Address	:	_____
Nationality	:	_____
Identification No./Passport No.	:	_____
Signature		_____
Date		_____

Note:–

Shares will not be accepted in fractions of whole shares.

Appendix C
(*of the Rules of the 2014 QTV Employee Share Option Scheme*)

2014 QTV EMPLOYEE SHARE OPTION SCHEME

EXERCISE OF OPTION TO SUBSCRIBE

PRIVATE & CONFIDENTIAL Serial No: _____

To: The Company Secretary

QT Vascular Ltd.
80 Robinson Road
#02-00
Singapore 068898

Total number of ordinary shares of $ each ("Shares") offered under the Scheme on [Date of Grant]	:	_____
Number of Shares previously issued and allotted thereunder	:	_____
Outstanding balance of Shares to be issued and allotted thereunder	:	_____
Number of Shares now to be subscribed	:	_____
Exercise Price per Share	:	_____

Pursuant to your Letter of Offer dated [Date of Grant] and my acceptance thereof, I hereby exercise the Option (as defined under the Scheme) to subscribe for _____ Shares in the capital of QT Vascular Ltd. (the "Company") at $ _____ per Share.

I enclose a **cheque/cashier's order/bank draft/postal order no. _____ for $ _____ being the aggregate exercise price in payment for the subscription of the Shares.

I agree to subscribe for the Shares subject to the terms of the Letter of Offer, the **2014 QTV EMPLOYEE SHARE OPTION SCHEME** and the Memorandum of Association and the Articles of Association of the Company.

I declare that I am subscribing for the Shares for myself and not as a nominee for any other person.

I request that the Company allot and issue the Shares in the name of The Central Depository (Pte) Limited ("CDP") and to deliver to CDP the share certificate(s) for the Shares for credit into my securities account as specified below and I undertake to bear such fees or other charges as may be imposed by CDP in connection with the foregoing:–

(i) Direct Securities Account No. : _____

or

(ii) Securities sub-account No. and the name of the Depository Agent

Securities sub-account No. : _____

Name of Depository Agent : _____

or

(iii) CPF investment account No. and the name of the CPF agent bank

CPF investment account No : _____

Name of CPF agent bank : _____

Please print in block letters

Name in full : _____

Designation : _____

Address : _____

Nationality : _____

Identification No./Passport No. : _____

Signature _____

Date _____

The statements made herein regarding taxation are general in nature and based on certain aspects of the tax laws of Singapore and administrative guidelines issued by the relevant authorities in force as at the date of this Prospectus and are subject to any changes in such laws or administrative guidelines, or in the interpretation of these laws or guidelines, occurring after such date, which changes could be made on a retrospective basis. These laws and guidelines are also subject to various interpretations and the relevant tax authorities or the courts could later disagree with the explanations or conclusions set out below. The statements below are not to be regarded as advice on the tax position of any holder of our Shares or of any person acquiring, selling or otherwise dealing with our Shares or on any tax implications arising from the acquisition, sale or other dealings in respect of our Shares. The statements made herein do not purport to be a comprehensive or exhaustive description of all of the tax considerations that may be relevant to a decision to purchase, own or dispose of our Shares and do not purport to deal with the tax consequences applicable to all categories of investors some of which (such as dealers in securities) may be subject to special rules. Prospective shareholders are advised to consult their own tax advisers as to the Singapore or other tax consequences of the acquisition, ownership or disposal of our Shares. The statements below are based on the assumption that our Company is tax resident in Singapore for Singapore income tax purposes. It is emphasised that neither our Company nor any other persons involved in this Prospectus accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of our Shares.

SINGAPORE TAXATION

Income Tax

General

Scope of Tax

Corporate taxpayers are generally subject to Singapore income tax on all Singapore source income, and on foreign source income received or deemed received in Singapore. There is tax exemption on foreign source dividends, branch profits and service income received in Singapore if specified conditions are satisfied.

Individual taxpayers who are Singapore tax residents are subject to Singapore income tax on income accruing in or derived from Singapore, subject to certain exceptions and conditions. All foreign-sourced income received in Singapore on or after 1 January 2004 by a Singapore tax resident individual (except for income received through a partnership in Singapore) is exempt from Singapore income tax if the Comptroller of Income Tax in Singapore ("**Comptroller**") is satisfied that the tax exemption would be beneficial to the individual.

Rates of tax

The prevailing corporate income tax rate is 17.0% with partial tax exemption for normal chargeable income of up to S$300,000 as follows:

- 75.0% exemption of up to the first S$10,000 and
- 50.0% exemption of up to the next S$290,000.

For the Year of Assessment ("YA") 2013, 2014 and 2015, a Singapore company would receive a 30% corporate income tax rebate that is subject to a cap of S$30,000 per YA.

For a newly incorporated Singapore tax resident company (excluding a company limited by guarantee), whose principal activity is not that of investment holding or that of developing properties for sale, for investment, or both investment and sale, and has no more than 20 shareholders throughout the basis period for that year of assessment where:

- All of the shareholders are individuals beneficially and directly holding the shares in their own names; or

- At least one shareholder is an individual beneficially and directly holding at least 10% of the issued ordinary shares of the company.

Then the following exemptions for normal chargeable income will apply for the first three (3) years of assessment:

- 100.0% exemption of up to the first S$100,000; and

- 50.0% exemption of up to the next S$200,000.

Further, companies limited by guarantee may enjoy the above exemption if they have members where:

- All of whom are individuals throughout the basis period for that year of assessment; or

- At least one of whom is an individual throughout the basis period for that year of assessment, and the contribution of that individual under the memorandum of association of the company to the assets of the company in the event of it being wound up, amounts to at least 10% of the total contributions of the members of the company throughout the basis period for that year of assessment.

An individual is regarded as a tax resident in Singapore for a year of assessment if he resides in Singapore in the preceding year and includes a person who was physically present or had exercised employment in Singapore (other than as a director of a company) for 183 or more days in the preceding year.

Singapore tax-resident individuals are generally subject to tax on a progressive scale. The present top marginal rate of tax is 20.0%.

Income accrued in or derived from Singapore by non-Singapore resident individuals are generally subject to tax at 20.0%, at concessionary or specified tax rates or the income may be exempt if specified conditions are satisfied. For example, Singapore employment income derived by non-Singapore resident individuals is taxed at a flat rate of 15.0% or at resident tax rates, whichever yields a higher amount of tax.

Dividend Distributions

Dividends paid by a Singapore tax resident company would be considered as sourced from Singapore. There is no Singapore withholding tax on dividends paid by a Singapore tax resident company.

Under the one-tier corporate tax system in Singapore, the tax paid by a Singapore tax resident company is a final tax and the after-tax profits of the company can be distributed to its shareholders as tax exempt (one-tier) dividends. The amount of dividends that a Singapore tax resident company can declare to its shareholders is restricted to the amount of its revenue reserves.

As our Company is a Singapore tax resident company, the dividends distributed by our Company will be tax exempt (one-tier) dividends. The dividends will be exempt from Singapore income tax in the hands of our shareholders, regardless of whether the shareholder is a company or an individual and whether or not the shareholder is a Singapore tax resident. Shareholders should however consult with their own tax advisers in their home countries on the tax impact in the home country when they receive the dividends.

Gains on Disposals of Ordinary Shares

Singapore does not impose tax on capital gains. There are no specific laws or regulations which deal with the characterisation of whether a gain is revenue or capital in nature. The characterisation would usually depend on the facts and circumstances surrounding the purchase and sale of a particular asset.

Gains may be construed to be of an income nature and subject to Singapore income tax if they arise from or are otherwise connected with the activities of a trade or business carried on in Singapore. The gains may also be liable to tax in the hands of the shareholders if the shares were acquired with the intention or purpose of making a profit by sale and not with the intention to be held for long-term investment purposes.

Any gains from the disposal of our Shares are generally not taxable in Singapore unless the seller is regarded as having derived gains of an income nature in Singapore, in which case, the gains would be subject to tax at the prevailing tax rate.

For any disposal of our ordinary Shares made during the period 1 June 2012 to 31 May 2017 (both dates inclusive) by companies, there is certainty that any gains derived by the seller (a divesting company) from its disposal of our Shares would not be taxable if immediately prior to the date of share disposal, the divesting company has held at least 20% of our Shares for a continuous period of at least 24 months.

In addition, corporate shareholders who apply, or who are required to apply, the Singapore Financial Reporting Standard 39 Financial Instruments – Recognition and Measurement ("**FRS 39**") for the purposes of Singapore income tax may be required to recognise revenue gains or losses (i.e. excluding capital gains or losses) in accordance with the provisions of SFRS 39 (as modified by the applicable provisions of Singapore income tax law) even though no sale or disposal of our Shares have been made.

Because the precise tax status will vary from shareholder to shareholder, Shareholders should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding and disposal of our Shares.

Stamp Duty

No stamp duty is payable on the subscription and issuance of new Shares.

Where existing Shares evidenced in certificated form are acquired in Singapore, stamp duty is payable on the instrument of transfer of the Shares at the rate of S$0.20 for every S$100 or any part thereof of the consideration for or market value of, the Shares, whichever is higher. The purchaser is liable for the stamp duty charge, unless otherwise agreed by the parties to the transaction.

No stamp duty is payable if no instrument of transfer is executed (such as in the case of scripless shares, the transfer of which does not require an instrument of transfer to be executed) or if the instrument of transfer is executed outside of Singapore. However, stamp duty may be payable if the instrument of transfer which is executed outside Singapore is subsequently brought into Singapore.

Estate Duty

Singapore estate duty was abolished with effect from 15 February 2008.

Goods and Services Tax ("GST")

The sale of our Shares by a GST-registered investor belonging in Singapore through a SGX-ST member or to another person belonging in Singapore is an exempt supply not subject to GST.

Any GST (for example, GST on brokerage) incurred by the GST-registered investor in connection with the making of this exempt supply will generally become an additional cost to the investor unless the investor satisfies certain conditions prescribed under the GST legislation or by the Comptroller of GST.

Where our Shares are sold by a GST-registered investor to a person belonging outside Singapore (and who is outside Singapore at the time of supply), the sale is a taxable supply subject to GST at zero rate. Consequently, any GST (for example, GST on brokerage) incurred by him in the making of this zero-rated supply for the purpose of his business will, subject to the provisions of the GST legislation, be recoverable as an input tax credit in his GST returns.

Investors should seek their own tax advice on the recoverability of GST incurred on expenses in connection with the purchase and sale of our Shares.

Services such as brokerage and handling services rendered by a GST-registered person to an investor belonging in Singapore in connection with the investor's purchase or sale of our Shares will be subject to GST at the prevailing rate (currently 7.0%). Similar services rendered contractually to an investor belonging outside Singapore are subject to GST at zero-rate provided that the investor is not physically present in Singapore at the time the services are performed and the services do not directly benefit a person who belongs in Singapore.

APPENDIX I – TAXATION

USA TAXATION

Corporate – US Federal Income Tax Considerations

The US Internal Revenue Code of 1986, as amended ("**Code**") imposes taxes on profits made by all corporations operating in the United States. The marginal federal corporate income tax rate imposed pursuant to the Code on the highest income bracket of corporations is 35%. State and local governments may also impose income taxes ranging from 0% to 12%, the top marginal rates averaging approximately 7.5%. A corporation may deduct its state and local income tax expense when computing its federal taxable income, generally resulting in a net effective rate of approximately 40%. The effective rate may vary significantly depending on the locality in which a corporation conducts business. The United States also has a parallel alternative minimum tax ("**AMT**") system, which is generally characterized by a lower tax rate (20%) but a broader tax base.

Shareholders – US Federal Income Tax Considerations

Subject to the limitations described in the following paragraphs, the discussion below describes US federal income tax considerations to a beneficial owner of our Ordinary Shares, referred to in this discussion as a US holder, that is:

- an individual who is a citizen or resident of the United States for US federal income tax purposes;

- a corporation (or other entity treated as a corporation for US federal income tax purposes) created or organized in the United States or under the law of the United States or of any state or the District of Columbia;

- an estate, the income of which is includible in gross income for US federal income tax purposes regardless of its source; or

- a trust, if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust, or the trust has a valid election in effect under applicable Treasury regulations to be treated as a United States person.

This summary is not a comprehensive description of all of the tax considerations that may be relevant to each person's decision to purchase, hold or dispose of Ordinary Shares. This summary considers only US holders that hold Ordinary Shares as capital assets.

If an entity treated as a partnership for US federal income tax purposes holds our Ordinary Shares, the US federal income tax treatment of such partnership and each partner will generally depend on the status and the activities of the partnership and the partner. Partnerships that hold our Ordinary Shares, and partners in such partnerships, should consult their tax advisors regarding the US federal, state and local and non-US tax consequences applicable to them of the ownership and disposition of our Ordinary Shares.

This discussion is based on current provisions of the Code, current and proposed United States Treasury regulations, and administrative and judicial decisions as of the date of this prospectus, all of which are subject to change, possibly on a retroactive basis. This discussion does not address all aspects of US federal income taxation that may be relevant to any particular

shareholder based on the shareholder's individual circumstances. In particular, this discussion does not address the potential application of the alternative minimum tax or the US federal income tax consequences to US holders that are subject to special treatment, including US holders that:

- are broker-dealers or insurance companies;
- have elected mark-to-market accounting;
- are tax-exempt organisations;
- are financial institutions or financial services entities;
- are partnerships or other entities treated as partnerships for US federal income tax purposes or partners thereof or members therein;
- hold ordinary shares as part of a straddle, hedge, conversion or other integrated transaction with other investments;
- own directly, indirectly or by attribution at least 10% of our voting power; or
- have a functional currency that is not the US dollar.

In addition, this discussion does not address any aspect of state, local or non-US tax laws, or the possible application of the US federal estate or gift tax or any state inheritance, estate or gift tax.

Each prospective investor is advised to consult his or her own tax advisor for the specific tax consequences to that investor of purchasing, holding or disposing of our Ordinary Shares.

Taxation of Distributions Paid on Ordinary Shares

Subject to the discussion below under "Taxation – USA Taxation – Tax Consequences if We Are a Passive Foreign Investment Company", a US holder will be required to include in gross income as ordinary income the amount of any distribution paid on Ordinary Shares, including any Singapore taxes withheld from the amount paid, on the date the distribution is received, to the extent the distribution is paid out of our current or accumulated earnings and profits as determined for US federal income tax purposes. Distributions in excess of earnings and profits will be applied against and will reduce, on a share-by-share basis, the US holder's basis in the Ordinary Shares and, to the extent in excess of that basis, will be treated as gain from the sale or exchange of those Ordinary Shares. Dividends received by non-corporate US holders generally will be taxed at the reduced rate applicable to long-term capital gains, provided those dividends meet the requirements of "qualified dividend income" and certain other requirements, including stock holding period requirements are satisfied by the recipient. Dividends that fail to meet the requirements of "qualified dividend income", and dividends paid to corporate US holders, are taxed at ordinary income rates. If we were to be a "passive foreign investment company" (as that term is defined in the Code) for any year, dividends paid on our Ordinary Shares in that year or in the following year would not be qualified dividends. In addition, a non-corporate US holder will be able to take a qualified dividend into account in determining its deductible investment interest (which is generally limited to its net investment income) only if it elects to do so, in which case the dividend will be taxed at ordinary income rates. Corporate holders will not be allowed a deduction for dividends received in respect of our Ordinary Shares.

Dividends on our Ordinary Shares will be foreign source passive income (or in some cases, general category income) for US foreign tax credit purposes.

The amount of a distribution paid to a US holder in Singapore Dollars will be the dollar value of the Singapore Dollars calculated by reference to the spot exchange rate on the day the US holder receives the distribution. A US holder that receives a foreign currency distribution and converts the foreign currency into dollars after receipt will have foreign exchange gain or loss based on any appreciation or depreciation in the value of the foreign currency against the dollar, which will generally be US source ordinary income or loss. The amount of any distribution of property other than cash will be the fair market value of such property on the date of distribution.

US holders will have the option of claiming the amount of any Singapore income taxes withheld at source either as a deduction from gross income or as a dollar-for-dollar credit against their US federal income tax liability. In general, an election to credit or deduct foreign income taxes applies to all foreign income taxes paid or accrued by a US holder in a taxable year. Individuals who do not claim itemized deductions, but instead utilize the standard deduction, may not claim a deduction for the amount of the Singapore income taxes withheld, but the amount may be claimed as a credit against the individual's US federal income tax liability. The amount of foreign income taxes that may be claimed as a credit in any year is generally subject to complex limitations and restrictions, which must be determined on an individual basis by each shareholder. Those limitations include the provisions described in the following paragraphs, as well as rules that limit foreign tax credits allowable for a class of income to the US federal income taxes otherwise payable on the net income in that class.

A US holder will be denied a foreign tax credit for Singapore income tax withheld from dividends received on our Ordinary Shares:

- if the US holder has not held the Ordinary Shares for at least 16 days of the 30-day period beginning on the date that is 15 days before the ex-dividend date; or

- to the extent that the US holder is under an obligation to make related payments on substantially similar or related property.

Any days during which a US holder has substantially diminished its risk of loss on the Ordinary Shares are not counted toward meeting the 16-day holding period required by the statute. A foreign tax credit for the Singapore tax can be deferred if the US holder enters into certain types of arrangements to defer inclusion of the related dividend in income for tax purposes.

Taxation of the Disposition of Ordinary Shares

Subject to the discussion below under "Taxation – USA Taxation – Tax Consequences if We Are a Passive Foreign Investment Company", upon the sale, exchange or other taxable disposition of our Ordinary Shares, a US holder will recognize capital gain or loss in an amount equal to the difference between the US holder's basis in the Ordinary Shares, which is usually the US dollar cost to the US holder of the shares, and the amount realized on the disposition. Capital gain from the sale, exchange or other disposition of Ordinary Shares held more than one year as of the date of such sale, exchange or other disposition is long-term capital gain and is eligible for a reduced rate of taxation in the case of non-corporate taxpayers. Gain or loss recognised by a US holder on the sale, exchange or other disposition of Ordinary Shares generally will be treated as US source income or loss for US foreign tax credit purposes. In that case, the complex limitations in US laws applicable to foreign tax credits could deny a foreign tax credit for any Singapore tax imposed in those circumstances when Singapore pursuant to its domestic tax law. The foreign tax

credit rules are complex and US holders should consult their tax advisors regarding the application of the foreign credit limitations to their particular circumstances. The deductibility of capital losses is subject to limitations.

A US holder that uses the cash method of accounting calculates the US dollar value of foreign currency proceeds received on a sale as of the date on which the US holder receives the foreign currency. A US holder that uses the accrual basis of accounting, however, may elect the same treatment required of cash basis taxpayers with respect to purchases and sales of our Ordinary Shares that are traded on an established securities market, provided the election is applied consistently from year to year. Such election may not be changed without the consent of the IRS. An accrual basis US holder that does not make such election is required to calculate the value of the proceeds of the sale as of the date of sale and may therefore realise foreign currency gain or loss on a subsequent disposition of the foreign currency based on any subsequent appreciation or depreciation in the value of the foreign currency against the US dollar. That gain or loss will generally be US source ordinary income or loss.

The determination of whether our Ordinary Shares are traded on an established securities market is not entirely clear under current US federal income tax law. Please consult your tax advisor regarding the proper treatment of foreign currency gains or losses with respect to a sale or other disposition of our Ordinary Shares.

Tax Consequences if We Are a Passive Foreign Investment Company

We will be a PFIC if 75% or more of our gross income in a taxable year, including our pro rata share of the gross income of any corporation in which we are considered to own 25% or more of the shares by value (subject to certain exceptions in the case of a US corporation), is passive income. Alternatively, we will be considered to be a PFIC if at least 50% of our assets in a taxable year, ordinarily determined based on the quarter-end average fair market value of our assets over the taxable year and including the pro rata share of the assets of any corporation in which we are considered to own 25% or more of the shares by value (subject to certain exceptions in the case of a US corporation), produce or are held for the production of passive income.

If we were to be classified as a PFIC, and a US holder did not make, as described below, a timely election either to treat us as a qualified electing fund or, if the election is available, to mark our shares to market, any excess distributions we pay to a US holder would be taxed in a special way. Excess distributions are amounts paid on shares in a PFIC in any taxable year that exceed 125% of the average distributions paid on those shares in the shorter of:

- the three previous years; and

- the US holder's holding period for Ordinary Shares before the present taxable year.

Excess distributions must be allocated ratably to each day that a US holder has held our ordinary shares. A US holder would then be required to include amounts allocated to the current taxable year and each prior year in which we were not a PFIC (but not before our first taxable year beginning after December 31, 1986) in its gross income as ordinary income for the current year. Further, a US holder would be required to pay tax on amounts allocated to each prior taxable year in which we were a PFIC at the highest rate in effect for that year on ordinary income, and the tax for each such year would be subject to an interest charge at the rate applicable to deficiencies for income tax.

The entire amount of gain that is realised or treated as realised by a US holder upon the sale or other disposition of Ordinary Shares (generally regardless of whether the disposition is a taxable transaction) will also be treated as an excess distribution and will be subject to tax as described in the preceding paragraph.

In some circumstances a US holder's tax basis in our Ordinary Shares that were inherited from a deceased person who was a US holder would not equal the fair market value of those Ordinary Shares as of the date of the deceased person's death but would instead be equal to the deceased person's basis, if lower.

The special PFIC rules described above will not apply to a US holder if that US holder makes an election to treat us as a qualified electing fund, to which we refer as a QEF, in the first taxable year in which the US holder owns Ordinary Shares, provided we comply with specified reporting requirements. Instead, a US holder who has made such a QEF election is required for each taxable year in which we are a PFIC to include in income a pro rata share of our ordinary earnings as ordinary income and a pro rata share of our net capital gain as long-term capital gain, subject to a separate election to defer payment of the related tax. If deferred, the taxes will be subject to an interest charge. We would supply US holders with the information needed to report income and gain under a QEF election if we were classified as a PFIC.

The QEF election is made on a shareholder-by-shareholder basis and can be revoked only with the consent of the IRS. A shareholder makes a QEF election by attaching a completed IRS Form 8621, including the PFIC annual information statement, to a timely filed US federal income tax return and by filing a copy of the form with the IRS Service Center in Philadelphia, Pennsylvania. Even if a QEF election is not made, a United States person who is a shareholder in a PFIC must file every year a completed IRS Form 8621 or other form as may be prescribed by the IRS.

A US holder of PFIC shares that are publicly traded may elect to mark the stock to market annually, recognizing as ordinary income or loss each year an amount equal to the difference as of the close of the taxable year between the fair market value of the PFIC shares and the US holder's adjusted tax basis in the PFIC shares. Losses would be allowed only to the extent of net mark-to-market gain previously included in income by the US holder under the election for prior taxable years. If the mark-to-market election were made, then the rules described above (other than the rules for excess distributions, which would apply to the first year the election is made if we were a PFIC in a prior year and a QEF election were not made for the first year we were a PFIC) would not apply for periods covered by the election. US holders should consult their tax advisors to determine whether any of these elections would be available and if so, what the consequences of the alternative treatments would be in their particular circumstances.

We do not believe that we were a PFIC in 2013. We do not anticipate being a PFIC for our taxable year ending December 31, 2014 or in the foreseeable future. However, because PFIC status is based on our income, assets and activities for the entire taxable year, it is not possible to determine whether we will be characterized as a PFIC for the 2014 taxable year any future year, until after the close of the year. Moreover, we must determine our PFIC status annually based on tests which are factual in nature, and our status in future years will depend on our income, assets and activities in those years. In addition, our status as a PFIC may depend on how quickly we use the cash proceeds from this offering in our business. Further, we cannot assure you that the IRS will agree with our conclusion as to our PFIC classification. US holders who hold Ordinary Shares during a period when we are a PFIC will be subject the PFIC rules, even if we cease to be a PFIC in later years, subject to specified exceptions for US holders who made a QEF election in the first year they held our Ordinary Shares and we were a PFIC or if in a later year they made any of certain elections to purge the PFIC taint of our Ordinary Shares, which elections generally require the payment of tax. US holders are urged to consult their tax advisors about the PFIC rules, including QEF and mark-to-market elections.

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SAC CAPITAL PRIVATE LIMITED

(Incorporated in the Republic of Singapore)
(Company Registration No. 200401542N)

1 Robinson Road #21-02 AIA Tower
Singapore 048542

16 April 2014

To: The Audit Committee of QT Vascular Ltd.

Dear Sirs

INTERESTED PERSON TRANSACTIONS IN CONNECTION WITH THE FOLLOWING:

(A) THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT BETWEEN DR EITAN KONSTANTINO, QUATTRO VASCULAR PTE. LTD. AND QT VASCULAR LTD.; AND

(B) THE CONSULTANCY SERVICES AGREEMENT BETWEEN MICHAL KONSTANTINO AND TRIREME MEDICAL, LLC

Unless otherwise defined herein, all terms in the Offer Document shall have the same meanings in this letter.

1. INTRODUCTION

This letter has been prepared in relation to the proposed initial public offering (the "**IPO**") and the listing and quotation of the ordinary shares (the "**Shares**") of QT Vascular Ltd. (the "**Company**") on the Catalist Board of the Singapore Exchange Securities Limited (the "**SGX-ST**").

We understand that pursuant to an intellectual property assignment agreement dated 1 June 2010 (the "**Original IP Assignment Agreement**") between the inventor, Dr Eitan Konstantino, and Quattro Vascular Pte. Ltd. ("**Quattro Vascular**") and a separate intellectual property assignment agreement between the other inventor, Tanhum Feld, and Quattro Vascular on the same date, all rights, title and interest to the foundation intellectual property for the Chocolate PTA (as defined herein) was irrevocably assigned and transferred to Quattro Vascular. On 27 February 2014, the Company, Dr Eitan Konstantino and Quattro Vascular entered into an amended and restated intellectual property assignment agreement (the "**IP Assignment Agreement**").

In addition, we understand that pursuant to a consultancy agreement dated 1 January 2007 (the "**Consultancy Agreement**") entered into between TriReme Medical, LLC ("**TriReme US**") and Michal Konstantino, the spouse of the CEO of the Company, Dr Eitan Konstantino, Michal Konstantino provided consultancy services to TriReme US.

Following the admission of the Company to Catalist, the IP Assignment Agreement and the Consultancy Agreement will continue in force and the Group would continue to pay royalties and consultancy fees in accordance with the terms of the IP Assignment Agreement and the Consultancy Agreement.

As Dr Eitan Konstantino is a director of the Company and Michal Konstantino is an associate of Dr Eitan Konstantino, Dr Eitan Konstantino and Michal Konstantino would be considered as "interested persons" within the definition set out in Chapter 9 of the SGX-ST Listing Manual Section B: Rules of Catalist (the "**Catalist Rules**"), and the IP Assignment Agreement and the Consultancy Agreement and the payment of royalties and consultancy fees to Dr Eitan Konstantino and Michal Konstantino respectively would constitute interested person transactions (the "**Specific IPTs**"). New Shareholders who subscribe for the Shares in connection with the placement of Shares during the company's IPO (the "**Placement**") are deemed to have also approved the Specific IPTs and the Specific IPTs are therefore not subject to Rules 905 and 906 of the Catalist Rules.

Accordingly, SAC Capital Private Limited ("**SAC Capital**") has been appointed to advise the audit committee of the Company ("**Audit Committee**") on whether the Specific IPTs are on normal commercial terms and are not prejudicial to the interests of the Company and the minority Shareholders.

This letter has been prepared for the use of the Audit Committee in connection with their consideration of the Specific IPTs to be incorporated into the offer document to the shareholders of the Company (the "**Shareholders**") dated 31 March 2014 (the "**Offer Document**") to be lodged with the SGX-ST, acting as agent on behalf of the Monetary Authority of Singapore, in connection with the proposed listing of the Company on Catalist.

2. TERMS OF REFERENCE

We have been appointed as the independent financial adviser to the Audit Committee to express an opinion, for the purposes of Chapter 9 of the Catalist Rules, on whether the Specific IPTs were entered into on normal commercial terms and will not be prejudicial to the interests of the Company and its minority Shareholders.

We were not privy to the negotiations entered into by the Company in relation to the interested person transactions contemplated under the Original IP Assignment Agreement, the IP Assignment Agreement and/or the Consultancy Agreement nor were we involved in the deliberations leading up to the decision of the Directors to undertake the Original IP Assignment Agreement, the IP Assignment Agreement and/or the Consultancy Agreement. We do not, by this letter, warrant the merits of the Original IP Assignment Agreement, the IP Assignment Agreement and/or the Consultancy Agreement.

We have also not conducted a comprehensive independent review of the business, operations or financial condition of the Company and/or its subsidiaries (the "**Group**"). We have not evaluated, and have not been requested to comment on, the strategic or commercial merits or risks of the Original IP Assignment Agreement, the IP Assignment Agreement and the Consultancy Agreement or the prospects or earnings potential of the Company or the Group. Such evaluation shall remain the sole responsibility of the Directors, although we may draw upon their views (to the extent deemed necessary or appropriate by us) in arriving at our opinion. Accordingly, we do not express any view as to the future financial performance or position of the Group or the prices at which the Shares may trade in future after its IPO.

Our evaluation is limited to the financial terms of the IP Assignment Agreement and the Consultancy Agreement. In the course of our evaluation and for the purposes of our opinion herein, we have held discussions with the management of the Company (the "**Management**"). We have relied on the information and representations, whether written or

verbal, provided to us by the Directors and the Management, including information contained in the Offer Document. We have not independently verified such information or representations and accordingly cannot and do not warrant, and do not accept any responsibility for, the accuracy, completeness or adequacy of these information or representations. We have, however, made such enquiry and exercised such judgement (as we deemed necessary) in assessing the information and representations provided to us, and have found no reason to doubt the reliability of such information or representations.

The Directors (including those who may have delegated detailed supervision of the Offer Document) have confirmed to us that, having made all reasonable enquiries and to the best of their knowledge and belief, (a) all material information available to them in connection with the Original IP Assignment Agreement, the IP Assignment Agreement and the Consultancy Agreement have been disclosed in the Offer Document; (b) such information is true and accurate in all material respects; and (c) there is no other material information or fact, the omission of which would cause any information disclosed to us or the facts stated in the Offer Document to be inaccurate, incomplete or misleading in any material respect. Accordingly, no representation or warranty, expressed or implied, is made by us and no responsibility is accepted by us concerning the accuracy, completeness or adequacy of such information or facts.

Our opinion, as set out in this letter, is based on the market, economic, industry and other applicable conditions prevailing on, and the information made available to us as of 18 March 2014, being the Latest Practicable Date. Such conditions may change significantly over a relatively short period of time and we assume no responsibility to update, revise or reaffirm our opinion in the light of any subsequent development after the Latest Practicable Date that may affect our opinion contained herein.

In arriving at our opinion, we have not had regard to the specific investment objectives, financial situation, tax position or individual circumstances of any Shareholder or any specific group of Shareholders. We recommend that any individual Shareholder or group of Shareholders who may require specific advice in relation to his or their investment portfolio(s) should consult his or their legal, financial, tax or other professional advisers.

Our opinion in relation to the Specific IPTs should be considered in the context of the entirety of this letter and the Offer Document.

The Company has been separately advised by its own advisers in the preparation of the Offer Document (other than this letter). We have had no role or involvement and have not provided any advice, financial or otherwise, in the preparation, review and verification of the Offer Document (other than this letter). Accordingly, we accept no responsibility for and express no views, expressed or implied, on the contents of the Offer Document (other than this letter).

3. PRINCIPAL ACTIVITIES OF THE GROUP

The Group is engaged in the design, assembly and distribution of advanced therapeutic solutions for the minimally invasive treatment of complex vascular diseases. The Group collaborates with industry specialists and physicians who are key opinion leaders to develop and offer physicians and patients new and differentiated devices to improve outcomes in complex peripheral and coronary interventions.

The Group designs, assembles and commercialises products for peripheral and coronary interventions.

Coronary artery disease is a common form of cardiovascular disease and is primarily caused by lesions consisting of plaque in the arteries surrounding the heart. As plaque accumulates, the diameter of the arterial lumen narrows resulting in reduced or stopped blood flow. This disease is generally treated by way of percutaneous transluminal coronary angioplasty ("**PTCA**") and stenting.

Peripheral artery disease ("**PAD**") is an obstruction of the blood flow in the peripheral arteries. It occurs commonly in the arteries of the pelvis and legs. It can result from the slow accumulation of plaque over time or the sudden formation of a blood clot which leads to arterial narrowing or blockage of a vessel. PAD may be treated by percutaneous transluminal angioplasty ("**PTA**") or various other interventional techniques.

Angioplasty (PTCA and PTA) is the technique where a small incision is made, typically in the patient's thigh and a small catheter is inserted on a steerable "guide wire" to reach the narrowed section of the artery. A balloon catheter is pushed across the narrowed part of the artery and inflated temporarily to open up the narrowing by pushing outward on the plaque and on the wall of the vessel for improved blood flow in that part of the artery. After inflation, the balloon is deflated and removed so no part of the balloon catheter is left behind in the artery. In some cases, a stent may be inserted at the time of ballooning to ensure the vessel remains open.

The Group's products comprise mainly balloon catheters used in PTCA or PTA.

For more information on the products of the Group, please refer to the section entitled "Our Products" in the Offer Document.

4. IP ASSIGNMENT AGREEMENT

4.1 Background

4.1.1 The Patent

The patent with application number 13/044,425 filed on 9 March 2011 (and provisional application number 61/313,600 filed on 12 March 2010) (the "**Patent**") was granted to Dr Eitan Konstantino and Tanhum Feld and published as U.S. Publication No. 2012/0059401 on 8 March 2012 in the United States of America ("**USA**").

In general, the Patent relates to a device and method for compartmental vessel treatment. Specifically, it relates to a balloon catheter used in angioplasty, having an elastic constraining structure that partially expands with the balloon, so that at maximum balloon inflation, the constraining structure forms a pattern of channels or "pillows" on the balloon. The constraining structure applies radial resistance to inflation and is thus able to constrain the balloon and distribute or buffer the internal high pressure applied by the balloon to the lesion and luminal wall, thus providing a controlled and less traumatic dilation process, and minimises trauma and injury of vessel walls while ensuring that all segments of the lesion are adequately treated.

4.1.2 Assignment

Pursuant to the Original IP Assignment Agreement and a separate intellectual property assignment agreement entered into between Tanhum Feld and Quattro Vascular dated 1 June 2010, all rights, title and interest to the Patent with the provisional application number 61/313,600, along with (i) any "know how" directly related to the development and use of the Patent (the "**Know-how**"); and (ii) any improvements to the Patent thereafter developed by Dr Eitan Konstantino and Tanhum Feld and required to be assigned to the assignee pursuant to other agreements that may be entered into after the date of the Original IP Assignment Agreement (the "**Improvements**" and together with the Patent and the Know-how, the "**Assigned Technology**") were irrevocably assigned and transferred to Quattro Vascular.

On 27 February 2014, the Company, Dr Eitan Konstantino and Quattro Vascular entered into the IP Assignment Agreement to amend certain terms of the Original IP Assignment Agreement.

4.1.3 Uses of the Assigned Technology

The Assigned Technology is the foundation intellectual property used or to be used in the Group's product, Chocolate® PTA Balloon Catheter ("**Chocolate PTA**"), a second generation of the Chocolate PTA, Paclitaxel-Coated Chocolate® Balloon Catheter ("**DCC**") and Chocolate® PTCA Balloon Catheter ("**Chocolate PTCA**").

Chocolate PTA

The product, Chocolate PTA, is a unique PTA balloon that is currently approved for the treatment of PAD. It is designed to provide atraumatic dilation in the treatment of blocked arteries. Its unique nitinol constraining structure design creates uniform "pillows" that make contact with the vessels and "valleys" that allow for plaque modification and are designed to relieve stress upon inflation. The constraining structure reduces the shear stress placed on the vessel during inflation, ensures uniform balloon expansion and prevents distortion and over-stretching of the vessel.

The Group has obtained CE marking and the FDA 510(k) clearance for the commercial sale of the Chocolate PTA in the European Union and the USA respectively.

DCC

The Group is currently in the process of developing a second generation of the Chocolate PTA, the DCC, which will carry drug coating properties. The Group is still in the process of obtaining regulatory approval for the sale of the DCC.

Chocolate PTCA

The Group is also in the process of developing the Chocolate PTCA catheter, which utilises the Assigned Technology but used for the treatment of coronary artery disease. The Chocolate PTCA is in its final development phase. It has received CE Mark certification in January 2014 and the FDA 510(k) clearance application was submitted in the fourth quarter of 2013.

The majority of the Group's revenue for FY2012 (as defined herein) and 9M2013 (as defined herein) is from the sales of the Chocolate PTA, accounting for more than 71% and 92% of the total revenue for the respective periods. Going forward, the Group expects an increasing proportion of its revenue to be generated from sales of its new products such as the Chocolate PTA and the DCC.

4.2 Terms of the IP Assignment Agreement

Original IP Assignment Agreement

Under the terms of the Original IP Assignment Agreement, and the separate intellectual property assignment agreement entered into between Tanhum Feld and Quattro Vascular, all rights, title and interest to the Assigned Technology were irrevocably assigned and transferred to Quattro Vascular.

The consideration for the assignment by Dr Eitan Konstantino comprised:

(a) an initial cash payment of US$250,000;

(b) a monthly cash payment of an amount to be determined by the board of directors of Quattro Vascular to Dr Eitan Konstantino for so long as he continues to be an officer, director, consultant, employee, advisor, or otherwise cooperate with Quattro Vascular in connection with the Assigned Technology (the "**Monthly Cash Payments**"); and

(c) a royalty of 2.85% of the net sales of any medical device that is based on or otherwise incorporates some or all of the Assigned Technology (the "**Royalty**").

In addition, for so long as Dr Eitan Konstantino continues to be an officer, director, consultant, employee, advisor, or otherwise continues to cooperate with the assignee in connection with Assigned Technology, then he shall be deemed to be continuing to provide services to the assignee for the purposes of (a) continuation of any vesting provisions provided for under any equity grants or stock options or any other award, the eligibility for which requires the continued services to the assignee of Dr Eitan Konstantino and (b) not triggering any "sunset" provision that would require exercise of any stock options within a certain period of time following cessation of the providing of services to the assignee.

The consideration for the assignment by Tanhum Feld comprised:

(a) an initial cash payment of US$70,000; and

(b) a royalty of 2.15% of the net sales of any medical device that is based on or otherwise incorporates some or all of the Assigned Technology.

IP Assignment Agreement

On 27 February 2014, certain terms of the Original IP Assignment Agreement were amended and the Company, Dr Eitan Konstantino and Quattro Vascular signed the IP Assignment Agreement. Pursuant to the terms of the amended and restated agreement, (a) the Company is named as an assignee; (b) the consideration was amended to, *inter alia*, delete the provision relating to the Monthly Cash Payments set out above; and (c) commencing on 27 February 2014, the Group will make the Royalty payments to Dr Eitan

Konstantino quarterly on a date within 5 business days of the earlier of (i) the filing with the applicable regulatory body of the required quarterly and annual financial reports and (ii) 45 days following the end of a fiscal quarter and 60 days following the end of a fiscal year.

4.3 Interested Person Transaction

As Dr Eitan Konstantino is an interested person within the definition set out in Chapter 9 of the Catalist Rules, the IP Assignment Agreement and the payment of Royalty pursuant thereto will constitute interested person transactions.

The aggregate amount paid by the Group to Dr Eitan Konstantino during the 3 financial years ended 31 December 2012 ("**FY2010**", "**FY2011**", "**FY2012**" respectively), the 9-month period ended 30 September 2013 ("**9M2013**") and for the period from 1 October 2013 to the Latest Practicable Date (the "**Relevant Period**") in relation to the Original IP Assignment Agreement is as follows:

(US$'000)	FY2010	FY2011	FY2012	9M2013	1 October 2013 to the Latest Practicable Date
Dr Eitan Konstantino	250[(1)]	4.5[(2)]	27.6[(2)]	66.6[(2)]	92.3[(2)]

Notes:

(1) This relates to the initial cash payment of US$250,000 upon the signing of the Original IP Assignment Agreement.

(2) This relates to the payment of Royalties only. Since entering into the Original IP Assignment Agreement on 1 June 2010, the Group has not made any Monthly Cash Payments to Dr Eitan Konstantino.

Following the admission of the Company to Catalist, the IP Assignment Agreement will continue in force and the Group would, in the ordinary course of business and in consideration for the assignment of the Assigned Technology to the Group, continue to make the Royalty payments in accordance with the terms of the IP Assignment Agreement.

Although it is not possible to ascertain at this juncture whether the Royalty payments will cross the applicable threshold under Chapter 9 of the Catalist Rules so as to require Shareholders' approval, the Directors have decided to seek Shareholders' approval for entering into the IP Assignment Agreement and the payment of Royalty pursuant thereto.

The IP Assignment Agreement and the payment of Royalty pursuant thereto shall be deemed to have been specifically approved by Shareholders upon their subscription of the Shares in connection with the Placement and will thereafter not be subject to Rules 905 and 906 of the Catalist Rules to the extent that there is no variation or amendment to the terms of the IP Assignment Agreement which is adverse to the Group. Following the admission of the Company to Catalist, any future variation or amendment or renewal of the terms of the IP Assignment Agreement shall be subject to the approval of the Audit Committee and the relevant Catalist Rules.

4.4 Evaluation of the IP Assignment Agreement

In our evaluation on whether the terms of the IP Assignment Agreement and the payment of the Royalty pursuant thereto are on normal commercial terms and are not prejudicial to the interests of the Company and its minority Shareholders, we have taken into account the following relevant factors, from a financial perspective, which have a significant bearing on our assessment:

(a) the importance of the Assigned Technology to the Group;

(b) comparison to royalty rates paid for the use of patents in catheter related and stent related technology; and

(c) other considerations.

4.4.1 Importance of the Assigned Technology to the Group

As set out in paragraph 4.1 of this letter, the Assigned Technology is the foundation intellectual property used in the Group's flagship product, Chocolate PTA and is of significant importance to the Group. The Directors believe that the Chocolate PTA is the first of its kind produced in Singapore to be approved by the FDA and HSA. The Chocolate PTA reduces the strain and trauma induced on the vessel walls during inflation through the use of modules. In turn, this reduces the risk of complications as compared with conventional balloons and stents. Additionally, unlike stents, the Chocolate PTA is not a permanent implant and therefore avoids some of the long term complications associated with stents. During a human trial study of the Chocolate PTA on 22 patients in Germany and New Zealand for one (1) year, the Chocolate PTA achieved a 0% failure rate and subsequent follow-ups on these patients showed no complications. Additionally, data from a study of 350 patients of a separate human trial study of the Chocolate PTA in the USA, which included a broad range of patients with advanced disease in their legs, showed that the use of Chocolate PTA was associated with high rates of treatment success and limb preservation and very low rates of dissections and bail-out stenting for patients with PAD. The results of the study are summarised as follows:

Procedural Success	**Above-the-knee patients**	**Below-the-knee patients**
Treatment conducted without major dissection	98%	99%
Achieved less than 30% diameter stenosis	90%	94%
Bail-out stenting not required	94%	97%

Clinical Outcomes **Above-the-knee patients (6 months) and Below-the-knee patients (3 months)**	**Above-the-knee patients**	**Below-the-knee patients**
No major adverse events following procedure	89%	90%
Re-intervention of the limb not required	89%	93%
Limb preservation	96%	97%

As such, the Directors believe that the Chocolate PTA provides a safe and effective solution for patients suffering from blockages in the legs.

In FY2012 and 9M2013, majority of the revenue of the Group comes from the sales of Chocolate PTA, accounting for more than 71% and 92% of the total revenue for the respective periods.

The Assigned Technology is also used or to be used in the second generation of the Chocolate PTA, DCC, and the Chocolate PTCA. The Group is in the process of obtaining regulatory approval for the sale of the DCC, and has obtained CE Mark for its Chocolate PTCA in January 2014 and has submitted the FDA 510(k) clearance application in the fourth quarter of 2013.

Going forward, the Group expects an increasing proportion of its revenue to be generated from sales of its new products such as the Chocolate PTA and the DCC. The Group also intends to focus its research and development efforts on developing low risk, high impact products to expand its Chocolate product line.

As such, the Assigned Technology which is used in the Group's product, is expected to contribute significantly to the financial performance of the Group in the coming years with the sales and distribution of products in the Chocolate product line.

4.4.2 Comparison of royalty rates paid for the use of patents in catheter related and stent related technology

It is noted that the application for the Patent was jointly submitted by Dr Eitan Konstantino and Tanhum Feld. During the signing of the Original IP Assignment Agreement, a separate intellectual property assignment agreement was entered into between Tanhum Feld and Quattro Vascular for the assignment of all rights, title and interest of the Assigned Technology to Quattro Vascular. As such, in our assessment of the reasonableness of the Royalty, we have considered the aggregate royalties payable to Dr Eitan Konstantino and Tanhum Feld of 5% of net sales (the "**Aggregate Royalty Rate**"), being the aggregate of 2.85% of net sales payable to Dr Eitan Konstantino and 2.15% of net sales payable to Tanhum Feld.

In assessing the reasonableness of the Aggregate Royalty Rate of 5% of net sales payable on the Assigned Technology, we have compared it against royalty rates paid for patents used in catheter related and stent related technology for the treatment of vascular diseases (the "**Comparable Royalty Rates**"). The Comparable Royalty Rates were compiled and obtained from RoyaltySource Intellectual Property Database ("**RoyaltySource**"). RoyaltySource mines and obtains its information from public information such as SEC filings, news articles, company news releases, and other articles and references, and also includes all of the Licensing Economics Review issues. We have, in consultation with the Management, referred to the terms of the selected transactions (the "**Selected Transactions**") in the table below in which the Comparable Royalty Rates had been obtained from. A summary of the terms of the Selected Transactions is set out in the table below.

In making the comparison with the Selected Transactions, we wish to highlight that the Selected Transactions are not directly comparable to the IP Assignment Agreement in terms of, *inter alia*, the structure in relation to the use of the patents (i.e. the IP Assignment Agreement involving an assignment of the Assigned Technology as compared to a licensing

of patent or pursuant to a settlement of legal suits), the patents in these Selected Transactions, the geographical market, composition of business activities, business models and other relevant criteria and that the arrangements in these Selected Transactions or royalty payments may have fundamentally different objectives and any comparison made with the Selected Transactions merely serve as an illustrative guide for the perceived commercial fairness of the payments made in connection with the assignment of the Assigned Technology to the Group.

Year	Licensor	Licensee	Description of Licensed Intellectual Property	Royalty Rate	Upfront Fees
1991	Advanced Cardiovascular Systems Inc	Scimed Life Systems Inc	Patents used in angioplasty catheter which is threaded through arteries in lieu of open-heart surgery	20% of net sales	N.A.[(1)]
1994	Schneider (Europe) A. G	Scimed Life Systems Inc	Patent relating to a dilation catheter for expanding constrictions in coronary vessels	15% of sales	N.A.[(1)]
1996	Divysio Solutions Limited	Biocompatibles International PLC	3 principal stent types for angioplasty procedures	8% of gross sales	–
1997	(Undisclosed)	General Surgical Innovations Inc	Patents used in balloon dissection systems	4% of sales	–
1998	University of Southern California	Rubicon Medical Inc	Patents relating to a balloon for carotid artery balloon angioplasty and stenting and a balloon-inflated carotid artery stent to assist in carotid artery balloon angioplasty	3% of net sales	–
2000	Rubicon Medical Inc	Abbott Laboratories	Patents relating to a method and apparatus and a device for use during a carotid artery angioplasty procedure	5% to 7% of net sales	US$2,000,000
2003	Medinol	Boston Scientific Corp	Patent relating to coronary stent used to prevent coronary artery collapse after angioplasty	25% to 30% of sales	–
2006	Dr. Jan Voda	Cordis Corp	Patents used in heart catheter	7.5% of gross sales	N.A.[(1)]

Year	Licensor	Licensee	Description of Licensed Intellectual Property	Royalty Rate	Upfront Fees
2007	Joseph M. Ruggio	Spectranetics Corp	Patents relating an apparatus and method for aspirating substances partially or completely obstructing blood vessels or the chambers of the heart	2% of sales	US$150,000
2009	Cordis Corp (A subsidiary of Johnson & Johnson)	Boston Scientific	Patents pertaining to designs for balloon catheters and stent delivery systems	5.1% of sales	N.A.(1)
2009	Medtronic, Inc.	AGA Medical Corp	Patents relating to self-expanding medical devices using stress to restrain a metal alloy that will expand to its original shape upon being released from a restraint	11% of sales	N.A.(1)
2010	Dr. Eitan Konstantino and Tanhum Feld	Company	The Assigned Technology	5% of net sales	$320,000

Source: RoyaltySource Intellectual Property Database in relation to the Selected Transactions

Note:

(1) Not applicable as it involved a settlement of legal suits.

Based on the above, we noted the following observations:

(a) Royalty Rate

The Comparable Royalty Rates as set out in the above Selected Transactions range between 2% and 30% of the sales of licensed products. On the above basis, it would appear that the Aggregate Royalty Rate of 5% on the net sales of products incorporating the Assigned Technology is within and at the lower end of the range of the Comparable Royalty Rates.

(b) Upfront fees

The payment of upfront fees is not uncommon and in respect of the Selected Transactions, upfront fees of US$150,000 and US$2,000,000 were payable by the licensees.

The aggregate upfront fees of US$320,000 in relation to the Assigned Technology is within the range of the upfront fees paid in the 2 Selected Transactions where upfront fees were paid.

4.4.3 Other Relevant Considerations

We have also considered the following:

(a) Assigned Technology assigned to the Company and Quattro Vascular

We note that the Assigned Technology was assigned to the Company and Quattro Vascular, along with all rights, title and interest to the Assigned Technology and the assignors will have no further rights to the Assigned Technology. We note that the Company and Quattro Vascular will own any improvements developed by the Company and Quattro Vascular pursuant to the terms of the IP Assignment Agreement. We further note that the Company and Quattro Vascular have the right to transfer or license the Assigned Technology without any further approval of Dr Eitan Konstantino provided that the transferee or licensee assumes the Company and Quattro Vascular's obligations under the IP Assignment Agreement. This provides the Company and Quattro Vascular some flexibility to license or sublicense the Assigned Technology to third parties should the need arises.

(b) Royalty payment being a variable cost

We note that the Royalty payment is based on a function of the net sales recorded by the Group, being the gross sales price charged by the Company or Quattro Vascular or its affiliates, licensees or sublicensees for the sale of such products less (i) credits for returns and allowances, and (ii) sales, consumption or other excise taxes or duties imposed upon and paid by the Company or Quattro Vascular, licensees or sublicensees, with respect to such sales.

Accordingly, the Royalty payment will not be a fixed cost to the Group as it would only be payable if there are sales made from products using the Assigned Technology.

We note the aggregate amount incurred by the Group to Dr Eitan Konstantino in relation to the Original IP Assignment Agreement during the Relevant Period is less than S$100,000 in each financial year, save for the initial payment of US$250,000 in FY2010 upon signing of the Original IP Assignment Agreement and is set out as follows:

(US$'000)	**FY2010**	**FY2011**	**FY2012**	**9M2013**	**1 October 2013 to the Latest Practicable Date**
Dr Eitan Konstantino	250[1]	4.5[2]	27.6[2]	66.6[2]	92.3[2]

Notes:

(1) This relates to the initial cash payment of US$250,000 upon the signing of the Original IP Assignment Agreement.

(2) This relates to the payment of Royalties only. Since entering into the Original IP Assignment Agreement on 1 June 2010, the Group has not made any Monthly Cash Payments to Dr Eitan Konstantino.

(c) Comparison with royalty payments made by the Group to third parties

We have enquired with the Management on whether there are royalty payments made to third parties on licensing of technology similar to the Assigned Technology. We understand that there is no royalties paid or payable to third parties arising from the licensing of technology similar to the Assigned Technology or of significance to the Group, save for the following agreement with InnoRa GmbH ("**InnoRa**") as detailed below.

The Group has entered into a development and licence agreement (the "**InnoRa Agreement**") with InnoRa on 3 April 2011 to develop one or more technologies that would deliver paclitaxel with the Group's balloon catheters and further develop its product, the DCC. Pursuant to the terms of the InnoRa Agreement, InnoRa will develop the DCC such that it will have a safety and efficacy profile equal to or better than current state of the art drug eluting balloon technology, is feasible to manufacture on a large scale, and in accordance with the development plan set out in the InnoRa Agreement. Further, InnoRa also grants the Group a worldwide licence to make, use and otherwise exploit their technology to develop, manufacture and commercialise the DCC. The Group is currently working with InnoRa to develop a proprietary coating for the DCC. Pursuant to the terms of the InnoRa Agreement, the Group is required to make payments to InnoRa on achievements of certain milestones in the development of the DCC. The Group is also required to make royalty payments to InnoRa for the sales or sublicense of the DCC.

We had taken into consideration the milestone payment and royalty payment terms under the InnoRa Agreement in our analysis. Due to confidentiality reasons, details on such milestone payments and royalty payments have not been included in the Offer Document and in our letter.

(d) Payment term

We note the payment of the Royalty shall be made by the Company or Quattro Vascular to Dr Eitan Konstantino quarterly on a date within 5 business days of the earlier of: (i) the filing by the Company or Quattro Vascular with the applicable regulatory body of its required quarterly and annual financial reports; and (ii) 45 days following the end of a fiscal quarter and 60 days following the end of a fiscal year.

In addition, only one royalty shall be payable to Dr Eitan Konstantino with respect to any product utilising the Assigned Technology, regardless of how many claims or patents, if any, within the Assigned Technology cover such product. In the event that product is sold in combination as a single product with another product that is an approved medical product and is also sold separately by the Company or Quattro Vascular, net sales from such combination sales for purposes of calculating the amounts due shall be calculated by multiplying the net sales of that combination by the fraction A/(A + B), where A is the gross selling price of the product sold separately and B is the gross selling price of the other product sold separately. In the event that no such separate sales are made in the same quarter by the Company or Quattro Vascular, net sales for royalty determination shall be as reasonably allocated by the Company or Quattro Vascular (subjected to third-party review by a qualified third party chosen by the assignor and acceptable to the Company or Quattro Vascular), between such product and such other product, based upon their relative importance and proprietary protection.

(e) Legal proceeding with AngioScore, Inc. (the "**AngioScore Dispute**")

On 29 June 2012, a speciality balloon angioplasty company, AngioScore, Inc. ("**AngioScore**") initiated patent infringement proceedings against the Group's subsidiaries, TriReme US, Quattro Vascular, and its CEO, Dr Eitan Konstantino (collectively, the "**Defendants**") in the federal trial court of the Northern District of California, USA ("**Court**"). AngioScore's claim is that the Chocolate PTA infringes US Patent No. 7,691,119 (the "**119 Patent**"), a patent that claims a very specific design for an angioplasty balloon catheter and a non-deployable stent.

On 9 December 2013, the Defendants filed a motion for summary judgment of non-infringement, to seek judgment from the Court that the use, manufacture, sale, offer for sale and importation of the Chocolate PTA or any components thereof, do not infringe the 119 Patent. This motion is currently pending and if the motion is granted, all the patent infringement claims pending against the Group in this case will be resolved in the Group's favour.

The Board believes that this litigation will not have a material effect on the financial position or profitability of the Group for the following reasons:

(a) there are no merits in AngioScore's claim as the Chocolate PTA does not practice at least two (2) distinct aspects of the 119 Patent; and

(b) even in the unlikely event that AngioScore were to prevail on its claim at trial, the probability that AngioScore could obtain a permanent injunction against the Chocolate PTA is minimal because AngioScore does not practice the patent.

For more information on the AngioScore Dispute, please refer to paragraph 21 of the section entitled "General and Statutory Information" in the Offer Document.

5. CONSULTANCY AGREEMENT

5.1 Background and terms of the Consultancy Agreement

Pursuant to the Consultancy Agreement entered into between the Group and Michal Konstantino, the spouse of the CEO, Dr Eitan Konstantino, Michal Konstantino provided consultancy services to the Group. These consultancy services include, but are not limited, to the conduct of research, the testing of feasibility of designs and technologies, biomedical qualification and testing, identification of new and existing polymeric coatings for drug delivery, the study of surface medication technologies to improve product performance and reviewing and writing documents to support regulatory submissions or publication. Pursuant to the terms of the Consultancy Agreement, the Group will pay Michal Konstantino a consultancy fee of US$90.00 per hour, provided that Michal Konstantino will not be paid more than 15 hours per week.

5.2 Interested Person Transaction

As Michal Konstantino is the spouse of the Company's CEO, Dr Eitan Konstantino, she is an interested person within the definition set out in Chapter 9 of the Catalist Rules and the Consultancy Agreement and the payment of consultancy fees to Michal Konstantino by the Group pursuant thereto will constitute interested person transactions.

The aggregate consultancy fees incurred by the Group to Michal Konstantino during the Relevant Period for the provision of consultancy services are as follows:

(US$'000)	FY2010	FY2011	FY2012	9M2013	1 October 2013 to the Latest Practicable Date
Michal Konstantino	39.4	29.1	18.6	12.2	13.8

The Group intends to continue engaging such consultancy services from Michal Konstantino based on the terms of the Consultancy Agreement following the admission of the Company to Catalist. While the consultancy fees in the Relevant Period did not cross (and is not expected to cross) the applicable threshold of S$100,000 under Chapter 9 of the Catalist Rules so as to require Shareholders' approval, the Directors have decided to seek Shareholders' approval for entering into the Consultancy Agreement and the payment of consultancy fees pursuant thereto.

The Consultancy Agreement and the consultancy fees payable thereto by the Group to Michal Konstantino constitute interested person transactions. They shall be deemed to have been specifically approved by Shareholders upon their subscription of the Shares in connection with the Placement and will thereafter not be subject to Rules 905 and 906 of the Catalist Rules to the extent that there is no variation or amendment to the terms of the Consultancy Agreement which is adverse to the Group.

Following the admission of the Company to Catalist, any future variation or amendment or renewal of the terms of the Consultancy Agreement shall be subject to the approval of the Audit Committee and the relevant Catalist Rules.

5.3 Evaluation of the Consultancy Agreement

In our evaluation on whether the terms of the Consultancy Agreement are on normal commercial terms and are not prejudicial to the interests of the Company and its minority Shareholders, we have taken into account the following relevant factors, from a financial perspective, which have a significant bearing on our assessment:

(a) the background and rationale for the Consultancy Agreement;

(b) comparison to consultancy fees of consultants engaged for similar services; and

(c) other considerations.

5.3.1 Background and rationale for the Consultancy Agreement

The Group outsources some of its services to third party consultants as the Group does not have these specific knowledge or expertise in-house or a certain type of expertise that is required for selected highly specialised services. On 1 January 2007, TriReme US entered into the Consultancy Agreement with Michal Konstantino for the provision of research and development consultancy services, in particular for the specialised work in the areas of biocompatibility qualifications and testing, compliance requirements in the form of evaluation, planning and management as well as process development and quality manufacturing.

The Group intends to continue engaging such consultancy services from Michal Konstantino based on the terms of the Consultancy Agreement following the admission of the Company to Catalist as she has in-depth knowledge of the Group's product lines and regulatory requirements due to her specialised expertise allowing her to provide expert input for the regulatory submissions and to answer questions that may arise during the review and approval process. In addition, Michal Konstantino conducts clinical literature reviews, which are mandatory for clinical studies and support regulatory submissions. She writes patent applications for the Group and these patent applications protect the Group's intellectual property rights.

While, the Group is able to engage other consultants to provide advisory services on biocompatibility testing and compliance requirements, such experts on biocompatibility are limited and the engagement of these experts would be at a higher cost. Additionally, it is difficult to find reliable biocompatibility experts similar to Michal Konstantino as well as a biocompatibility expert who has similar familiarity with the Group's products as her. Further, as biocompatibility experts are given full access to information on the Group's products, there is a potential risk in the theft or leakage of information to the Group's competitors should the Group hire an unreliable expert.

5.3.2 Comparison to consultancy fees of consultants engaged for similar services

In our assessment on the reasonableness of the consultancy fees payable to Michal Konstantino, we have assessed, *inter alia*, the consultancy fees payable to other independent consultants engaged by the Group for similar scope of work as Michal Konstantino, as well as the educational qualifications of these consultants.

Consultant	Hourly Rate (US$)	Area of Support
Consultant 1, PhD	150	R&D, regulatory, pathology, preclinical study design and evaluation
Consultant 2, MD	400	Pathology, preclinical study design and evaluation
Consultant 3	80	R&D, preclinical, drug coating, and chemical analysis
Consultant 4, PhD	100	R&D, drug coating and chemical analysis
Consultant 5	125	Regulatory and clinical literature review
Consultant 6	220	Regulatory and clinical planning
Consultant 7	150	Regulatory
Consultant 8	100	R&D, patent analysis, FEA, solidworks, design work
Consultant 9	145	R&D, Nitinol expert
Michal Konstantino	90	R&D, biocompatibility, regulatory, clinical literature review

Source: Company

Based on the above, we note that the hourly rate payable to Michal Konstantino of US$90 per hour appears to be within and at the lower end of the range of the hourly rates of between US$80 per hour and US$400 per hour payable to other consultants engaged for similar services.

5.3.3 Other considerations

(a) Cap on chargeable hour

We note that pursuant to the Consultancy Agreement, Michal Konstantino will not be paid more than 15 hours per week. This translates to a maximum annual consultancy fees of up to US$70,200.

We further note that there was no cap on the number of chargeable hours by other consultants, subject to obtaining appropriate approvals.

(b) Comparison of other terms in the Consultancy Agreement

Based on a review of the consultancy agreements entered into with the consultants as set out in the above table, we note the other terms of the Consultancy Agreement are broadly comparable to those contained in the consultancy agreements with the consultants detailed in the above table, including a clause on assignment, whereby the consultant agrees that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered or reduced to practice by the consultant, sole or in collaboration with others, during the term of the agreement that relate in any manner to the business of the company that the consultant may be directed to undertake, investigate or experiment with or that consultant may become associated with in work, investigation or experimentation in the company's line of business in performing the services under the consultancy agreements (collectively, the "**Inventions**"), are the sole property of the company. The consultant also agrees to assign (or caused to be assigned) fully to the company all Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions.

6. OTHER REVIEW PROCEDURES

We note that the IP Assignment Agreement and the Consultancy Agreement will be subject to, *inter alia*, the following review procedures:

(a) payment of Royalties or consultancy fees (as the case may be) under the IP Assignment Agreement and the Consultancy Agreement shall be reviewed and approved by either the Chief Financial Officer or a director who shall not be an interested person in respect of the particular transaction in accordance with the Company's internal procedures;

(b) all interested person transactions under the IP Assignment Agreement and the Consultancy Agreement shall be recorded in a register for record of all interested person transactions which are entered into by the Group;

(c) the Audit Committee of the Company shall also on a half-yearly basis carry out a review of the various interested person transactions under the IP Assignment Agreement and the Consultancy Agreement, to ensure that the continued performance of these agreements will not be prejudicial to the interests of the Company and the minority Shareholders; and

(d) the Audit Committee of the Company shall also review each amendment proposed to be made to the IP Assignment Agreement and the Consultancy Agreement so as to ensure that such proposed amendment will not be prejudicial to the interests of the Company and the minority Shareholders.

Salient information on other review procedures to ensure future interested person transactions are undertaken on an arm's length basis, on normal commercial terms and will not be prejudicial to the Company and its minority Shareholders, are also set out in the section entitled "Interested Persons Transactions – Guidelines and Review Procedures for Future Interested Person Transactions" of the Offer Document.

7. OUR OPINION

Having regard to our evaluation of the terms of the IP Assignment Agreement and the Consultancy Agreement, the details of which are set out in paragraphs 4 and 5 of this letter, and subject to the qualifications and assumptions set out in this letter, we are of the opinion that:

(a) the IP Assignment Agreement and the payment of the Royalty pursuant thereto are on normal commercial terms and are not prejudicial to the interests of the Company and its minority Shareholders having considered, *inter alia*, the following:

  (i) the importance of the Assigned Technology to the Group's products and financial performance in future;

  (ii) the Aggregate Royalty Rate of 5% for the assignment of the Assigned Technology to the Company and Quattro Vascular being within and at the lower end of the range of the Comparable Royalty Rates of the Selected Transactions;

  (iii) other considerations as set out in paragraph 4.4.3 of this letter; and

  (iv) other review procedures as set out in paragraph 6 of this letter;

(b) the Consultancy Agreement and the payment of the consultancy fees pursuant thereto are on normal commercial terms and are not prejudicial to the interests of the Company and its minority Shareholders having considered, *inter alia*, the following:

  (i) the background and the rationale for entering into the Consultancy Agreement as set out in paragraphs 5.1 and 5.3.1 of this letter respectively;

  (ii) the hourly rate payable to Michal Konstantino being within the range of the hourly rates payable to other consultants engaged by the Group for similar scope of work;

  (iii) the consultancy fees payable to Michal Konstantino being capped at 15 hours per week at US$90 per hour, and there is no cap on the hours chargeable by other consultants subject to obtaining appropriate approvals;

  (iv) the other terms in the Consultancy Agreement being broadly comparable to the terms in the consultancy agreements of most of the other consultants; and

  (v) other review procedures as set out in paragraph 6 of this letter.

Our opinion is addressed to the Audit Committee in connection with and for the purpose of their consideration of the Specific IPTs and for inclusion in the Offer Document. Whilst a copy of this letter may be reproduced in the Offer Document, neither the Company nor the Directors may reproduce, disseminate or quote this letter (or any part thereof) for any other purpose at any time and in any manner without the prior written consent of SAC Capital.

Our opinion is governed by, and construed in accordance with, the laws of Singapore, and is strictly limited to the matters stated herein and does not apply by implication to any other matter.

Yours faithfully
For and on behalf of
SAC CAPITAL PRIVATE LIMITED

Bernard Lim
Partner

Chow You Yah
Manager

APPENDIX K – TERMS, CONDITIONS AND PROCEDURES FOR APPLICATIONS AND ACCEPTANCES

You are invited to apply and subscribe for the Placement Shares at the Placement Price for each Placement Share subject to the following terms and conditions:

1. **YOUR APPLICATION MUST BE MADE IN LOTS OF 1,000 PLACEMENT SHARES OR INTEGRAL MULTIPLES THEREOF. YOUR APPLICATION FOR ANY OTHER NUMBER OF SHARES WILL BE REJECTED.**

2. Your application for the Placement Shares may only be made by way of printed Placement Shares Application Forms.

   YOU MAY NOT USE CPF FUNDS TO APPLY FOR THE PLACEMENT SHARES.

3. **You are allowed to submit only one application in your own name for the Placement Shares.**

   If you, being other than an approved nominee company, have submitted an application for Placement Shares in your own name, you should not submit any other application for Placement Shares for any other person. Such separate applications shall be deemed to be multiple applications and may be rejected at the discretion of our Company, the Manager and Sponsor and the Joint Placement Agents.

   Joint applications for the Placement Shares shall be rejected. If you submit or procure submissions of multiple share applications for Placement Shares, you may be deemed to have committed an offence under the Penal Code (Chapter 224) of Singapore and the SFA, and your applications may be referred to the relevant authorities for investigation. Multiple applications or those appearing to be or suspected of being multiple applications may be rejected at the discretion of our Company, the Manager and Sponsor and the Joint Placement Agents.

4. We will not accept applications from any person under the age of 18 years, undischarged bankrupts, sole proprietorships, partnerships, chops or non-corporate bodies, joint Securities Account holders of CDP and from applicants whose addresses (as furnished in their Application Forms) bear post office box numbers. No person acting or purporting to act on behalf of a deceased person is allowed to apply under the Securities Account with CDP in the deceased's name at the time of application.

5. We will not recognise the existence of a trust. Any application by a trustee or trustees must be made in his/her/their own name(s) and without qualification or, where the application is made by way of an Application Form by a nominee, in the name(s) of an approved nominee company or companies after complying with paragraph 6 below.

6. **WE WILL NOT ACCEPT APPLICATIONS FROM NOMINEES EXCEPT THOSE MADE BY APPROVED NOMINEE COMPANIES ONLY.** Approved nominee companies are defined as banks, merchant banks, finance companies, insurance companies, licensed securities dealers in Singapore and nominee companies controlled by them. Applications made by persons acting as nominees other than approved nominee companies shall be rejected.

7. **IF YOU ARE NOT AN APPROVED NOMINEE COMPANY, YOU MUST MAINTAIN A SECURITIES ACCOUNT WITH CDP IN YOUR OWN NAME AT THE TIME OF YOUR APPLICATION.** If you do not have an existing Securities Account with CDP in your own name at the time of your application, your application will be rejected. If you have an existing Securities Account with CDP but fail to provide your Securities Account number or provide an incorrect Securities Account number in Section B of the Application Form, your application is liable to be rejected. Subject to paragraph 8 below, your application shall be rejected if your particulars such as name, NRIC/passport number, nationality and permanent residence status provided in your Application Form differ from those particulars in your Securities Account as maintained with CDP. If you possess more than one individual direct Securities Account with CDP, your application shall be rejected.

8. **If your address as stated in the Application Form is different from the address registered with CDP, you must inform CDP of your updated address promptly, failing which the notification letter on successful allotment and other correspondence from CDP will be sent to your address last registered with CDP.**

9. **Our Company, the Manager and Sponsor and the Joint Placement Agents reserve the right to reject any application which does not conform strictly to the instructions set out in the Application Form and in this Offer Document or with the terms and conditions of this Offer Document or, in the case of an application by way of an Application Form, which is illegible, incomplete, incorrectly completed or which is accompanied by an improperly drawn remittance or improper form of remittance or remittances which are not honoured upon the first presentation.**

10. **Our Company, the Manager and Sponsor and the Joint Placement Agents further reserve the right to treat as valid any applications not completed or submitted or effected in all respects in accordance with the instructions set out in the Application Forms or the terms and conditions of this Offer Document, and also to present for payment or other processes all remittances at any time after receipt and to have full access to all information relating to, or deriving from, such remittances or the processing thereof.**

11. Our Company, the Manager and Sponsor and the Joint Placement Agents reserve the right to reject or to accept, in whole or in part, or to scale down or to ballot any application, without assigning any reason therefor, and no enquiry and/or correspondence on the decision of our Company, the Manager and Sponsor and the Joint Placement Agents will be entertained. In deciding the basis of allotment and/or allocation which shall be at the discretion of our Company, the Manager and Sponsor and the Joint Placement Agents, due consideration will be given to the desirability of allotting the Placement Shares to a reasonable number of applicants with a view to establishing an adequate market for the Shares.

12. Share certificates will be registered in the name of CDP or its nominee and will be forwarded only to CDP. It is expected that CDP will send to you, at your own risk, within 15 Market Days after the close of the Application List, a statement of account stating that your Securities Account has been credited with the number of Placement Shares allotted to you, if your application is successful. This will be the only acknowledgement of application monies received and is not an acknowledgement by our Company, the Manager and Sponsor and the Joint Placement Agents. You irrevocably authorise CDP to complete and sign on your behalf, as renouncee, any documents required for the issue of the Placement Shares allotted to you.

13. In the event that our Company lodges a supplementary or replacement Offer Document ("**Relevant Document**") pursuant to the SFA or any applicable legislation in force from time to time prior to the close of the Placement, and the Placement Shares have not been issued, we will (as required by law), at our Company's sole and absolute discretion and subject to the SFA, either:

    (a) within 7 days of the lodgement of the Relevant Document give you a copy of the Relevant Document and provide you with an option to withdraw; or

    (b) deem your application as withdrawn and cancelled and refund your application monies (without interest or any share of revenue or other benefit arising therefrom) to you within 7 days from the lodgement of the Relevant Document.

    Where you have notified us within 14 days from the date of lodgement of the Relevant Document of your wish to exercise your option under paragraph 13(i) and (ii) above to withdraw your application, we shall pay to you all monies paid by you on account of your application for the Placement Shares without interest or any share or revenue or other benefit arising therefrom and at your own risk, within 7 days from the receipt of such notification.

    In the event that at any time at the time of the lodgement of the Relevant Document, the Placement Shares have already been issued but trading has not commenced, we will (as required by law), and subject to the SFA, either:

    (a) within 7 days from the lodgement of the Relevant Document give you a copy of the Relevant Document and provide you with an option to return the Placement Shares; or

    (b) deem the issue as void and refund your payment for the Placement Shares (without interest or any share of revenue or other benefit arising therefrom) to you within 7 days from the lodgement of the Relevant Document.

    Any applicant who wishes to exercise his option under paragraph 13(iii) above to return the Placement Shares issued sold to him shall, within 14 days from the date of lodgement of the Relevant Document, notify us of this and return all documents, if any, purporting to be evidence of title of those Placement Shares, whereupon we shall, subject to the SFA, within 7 days from the receipt of such notification and documents, pay to him all monies paid by him for the Placement Shares without interest or any share of revenue or other benefit arising therefrom and at his own risk, and the Placement Shares issued to him shall be void.

    Additional terms and instructions applicable upon the lodgement of the supplementary or replacement Offer Document, including instructions on how you can exercise the option to withdraw, may be found in such supplementary or replacement Offer Document.

14. You irrevocably authorise CDP to disclose the outcome of your application, including the number of Placement Shares allotted to you pursuant to your application, to us, the Manager and Sponsor, the Joint Placement Agents and, any other parties so authorised by the foregoing persons.

15. Any reference to "**you**" or the "**applicant**" in this section shall include a person applying for the Placement Shares through the Joint Placement Agents or their designated sub-placement agent(s).

16. By completing and delivering an Application Form in accordance with the provisions of this Offer Document, you:

    (a) irrevocably offer, agree and undertake to subscribe for the number of Placement Shares specified in your application (or such smaller number for which the application is accepted) at the Placement Price for each Placement Share and agree that you will accept such Placement Shares as may be allotted to you, in each case on the terms of, and subject to the conditions set out in this Offer Document and the Memorandum and Articles of Incorporation of our Company for application;

    (b) agree that the aggregate Placement Price for the Placement Shares applied for is due and payable to the Company upon application;

    (c) warrant the truth and accuracy of the information contained, and representations and declarations made, in your application, and acknowledge and agree that such information, representations and declarations will be relied on by our Company, the Manager and Sponsor and the Joint Placement Agents in determining whether to accept your application and/or whether to allot any Placement Shares to you; and

    (d) agree and warrant that, if the laws of any jurisdictions outside Singapore are applicable to your application, you have complied with all such laws and none of our Company, the Manager and Sponsor and/or the Joint Placement Agents will infringe any such laws as a result of the acceptance of your application.

17. Our acceptance of applications will be conditional upon, *inter alia*, our Company, the Manager and Sponsor and Joint Placement Agents being satisfied that:

    (a) permission has been granted by the SGX-ST to deal in and for quotation for all our existing Shares and the Placement Shares on a "when-issued" basis on Catalist;

    (b) the Management Agreement and the Placement Agreement referred to in the section entitled "General and Statutory Information – Management Arrangement" and "General and Statutory Information – Placement Arrangement" respectively of this Offer Document have become unconditional and have not been terminated or cancelled prior to such date as our Company may determine; and

    (c) the SGX-ST, acting as an agent on behalf of the Authority, has not served a stop order ("**Stop Order**") which directs that no or no further shares to which this Offer Document relates be allotted.

18. In the event that a Stop Order in respect of the Placement Shares is served by the SGX-ST, acting as an agent on behalf of the Authority or other competent authority, and

    (i) in the case where the Placement Shares have not been issued, we will (as required by law), and subject to the SFA, deem all applications withdrawn and cancelled and our Company shall refund (at your own risk) all monies paid on account of your application for the Placement Shares (without interest or any share of revenue or other benefit arising therefrom) to you within 14 days of the date of the Stop Order; or

    (ii) in the case where the Placement Shares have already been issued but trading has not commenced, the issue of the Placement Shares shall (as required by law) be deemed to be void and refund (at your own risk) all monies paid on account of your application for the Placement Shares (without interest or any share of revenue or other benefit arising therefrom).

    (iii) if documents purporting to evidence title had been issued to you, our Company shall inform you to return such documents to us within 14 days from that date; and

    (iv) we will refund the application monies (without interest or any share of revenue or other benefit arising therefrom) to you within 7 days from the date of receipt of those documents (if applicable) or the date of the stop order, whichever is later.

    This shall not apply where only an interim Stop Order has been served.

19. In the event that an interim Stop Order in respect of the Placement Shares is served by the SGX-ST, acting as an agent on behalf of the Authority or other competent authority, no Placement Shares shall be issued during the time when the interim Stop Order is in force.

20. The Authority or the SGX-ST (acting on behalf of the Authority) is not able to serve a Stop Order in respect of the Placement Shares if the Placement Shares have been issued and listed for quotation on a securities exchange and trading in the Placement Shares has commenced.

21. In the event of any changes in the closure of the Application List or the time period during which the Placement is open, we will publicly announce the same through a SGXNET announcement to be posted on the Internet at the SGX-ST website http://www.sgx.com and through a paid advertisement in a generally circulating daily press.

22. We will not hold any application in reserve.

23. We will not allot Shares on the basis of this Offer Document later than 6 months after the date of registration of this Offer Document by the SGX-ST.

24. Additional terms and conditions for applications by way of Application Forms are set out on Appendix K of this Offer Document.

ADDITIONAL TERMS AND CONDITIONS FOR APPLICATIONS USING APPLICATION FORMS

Applications by way of an Application Form shall be made on, and subject to, the terms and conditions of this Offer Document including but not limited to the terms and conditions appearing below as well as those set out in the section entitled "Terms, Conditions and Procedures for Application and Acceptance" of this Offer Document as well as the Memorandum and Articles of Association of our Company.

1. Your application for the Placement Shares must be made using the **BLUE** Placement Shares Application Forms for Placement Shares accompanying and forming part of this Offer Document. **ONLY ONE APPLICATION** should be enclosed in each envelope.

   We draw your attention to the detailed instructions contained in the respective Application Forms and this Offer Document for the completion of the Application Forms which must be carefully followed. **Our Company reserves the right to reject applications which do not conform strictly to the instructions set out in the Application Forms and this Offer Document or to the terms and conditions of this Offer Document or which are illegible, incomplete, incorrectly completed or which are accompanied by improperly drawn remittances or improper form of remittances.**

2. Your Application Forms must be completed in English. Please type or write clearly in ink using **BLOCK LETTERS**.

3. All spaces in the Application Forms, except those under the heading "**FOR OFFICIAL USE ONLY**", must be completed and the words "**NOT APPLICABLE**" or "**N.A.**" should be written in any space that is not applicable.

4. Individuals, corporations, approved nominee companies and trustees must give their names in full. If you are an individual, you must make your application using your full name as they appear in your identity card (if you have such identification document) or in your passports and, in the case of corporation, in your full name as registered with a competent authority. If you are not an individual, you must complete the Application Form under the hand of an official who must state the name and capacity in which he signs the Application Form. If you are a corporation completing the Application Form, you are required to affix your Common Seal (if any) in accordance with your Memorandum and Articles of Association or equivalent constitutive documents of the corporation. If you are a corporate applicant and your application is successful, a copy of your Memorandum and Articles of Association or equivalent constitutive documents must be lodged with our Company's Share Registrar and Share Transfer Office. Our Company reserves the right to require you to produce documentary proof of identification for verification purposes.

5. (a) You must complete Sections A and B and sign on page 1 of the Application Form.

   (b) You are required to delete either paragraph 7(a) or 7(b) on page 1 of the Application Form. Where paragraph 7(a) is deleted, you must also complete Section C of the Application Form with particulars of the beneficial owner(s).

   (c) If you fail to make the required declaration in paragraph 7(a) or 7(b), as the case may be, on page 1 of the Application Form, your application is liable to be rejected.

6. You (whether you are an individual or corporate applicant, whether incorporated or unincorporated and wherever incorporated or constituted) will be required to declare whether you are a citizen or permanent resident of Singapore or a corporation in which citizens or permanent residents of Singapore or any body corporate constituted under any statute of Singapore having an interest in the aggregate of more than 50 per cent. of the issued share capital of or interests in such corporations. If you are an approved nominee company, you are required to declare whether the beneficial owner of the Placement Shares is a citizen or permanent resident of Singapore or a corporation, whether incorporated or unincorporated and wherever incorporated or constituted, in which citizens or permanent residents of Singapore or any body corporate whether incorporated or unincorporated and wherever incorporated or constituted under any statute of Singapore have an interest in the aggregate of more than 50 per cent. of the issued share capital of or interests in such corporation.

7. The completed and signed **BLUE** Placement Shares Application Form and the correct remittance in full in respect of the number of Placement Shares applied for (in accordance with the terms and conditions of this Offer Document) with your name and address written clearly on the reverse side, must be enclosed and sealed in an envelope to be provided by you. You must affix adequate postage (if despatching by ordinary post) and thereafter the sealed envelope must be **DESPATCHED BY ORDINARY POST OR DELIVERED BY HAND at your own risk to QT Vascular Ltd., c/o PrimePartners Corporate Finance Pte. Ltd., 20 Cecil Street #21-02, Equity Plaza, Singapore 049705 to arrive by 12.00 noon on 25 April 2014 or such other time as our Company may decide, in consultation with the Manager and Sponsor and the Joint Placement Agents. Local urgent mail or registered post must NOT be used.** Your application must be accompanied by a remittance in Singapore currency for the full amount payable, in respect of the number of Placement Shares applied for, in the form of a **BANKER'S DRAFT** or **CASHIER'S ORDER** drawn on a bank in Singapore, made out in favour of "**QTV SHARE ISSUE ACCOUNT**" crossed "**A/C PAYEE ONLY**", with your name, CDP Securities Account Number and address written clearly on the reverse side. **APPLICATIONS NOT ACCOMPANIED BY ANY PAYMENT OR ACCOMPANIED BY ANY OTHER FORM OF PAYMENT WILL NOT BE ACCEPTED.** We will reject remittances bearing "**NOT TRANSFERABLE**" or "**NON TRANSFERABLE**" crossings. No acknowledgement or receipt will be issued by us, the Manager and Sponsor or the Joint Placement Agents for applications and application monies received.

8. Where your application is rejected or accepted in part only, the full amount or the balance of the application monies, as the case may be, will be refunded (without interest or any share of revenue or other benefit arising therefrom) to you by ordinary post at your own risk within 14 Market Days after the close of the Application List, provided that the remittance accompanying such application which has been presented for payment or other processes has been honoured and application monies have been received in the designated share issue account. In the event that the Placement is cancelled by us following the termination of the Management Agreement and/or the Placement Agreement or the Placement does not proceed for any reason, the application monies received will be refunded (without interest or any share of revenue or any other benefit arising therefrom) to you by ordinary post at your own risk within five Market Days of the termination of the Placement. In the event that the Placement is cancelled by us following the issuance of a stop order by the Authority, the application monies received will be refunded (without interest or any share of revenue or other benefit arising therefrom) to you by ordinary post at your own risk within 14 Market Days from the date of the Stop Order.

9. Capitalised terms used in the Application Forms and defined in this Offer Document shall bear the meanings assigned to them in this Offer Document.

10. You irrevocably agree and acknowledge that your application is subject to risks of fires, acts of God and other events beyond the control of our Company, our Directors, the Manager and Sponsor, the Joint Placement Agents and/or any party involved in the Placement, and in any such event, our Company, the Manager and Sponsor and/or the Joint Placement Agents does not receive your Application Form, you shall have no claim whatsoever against our Company, the Manager and Sponsor and the Joint Placement Agents and/or any other party involved in the Placement for the Placement Shares applied for or for any compensation, loss or damage.

11. By completing and delivering the Application Form, you agree that:

    (i) in consideration of our Company having distributed the Application Form to you and agreeing to close the Application List at 12.00 noon on 25 April 2014 or such other time or date as our Directors may, in consultation with the Manager and Sponsor and the Joint Placement Agents, decide and by completing and delivering the Application Form, you agree that:

        (a) your application is irrevocable; and

        (b) your remittance will be honoured on first presentation and that any application monies returnable may be held pending clearance of your payment without interest or any share of revenue or other benefit arising therefrom;

    (ii) neither our Company, the Manager and Sponsor, the Joint Placement Agents nor any other party involved in the Placement shall be liable for any delays, failures or inaccuracies in the recording, storage or in the transmission or delivery of data relating to your application to us or CDP due to breakdown or failure of transmission, delivery or communication facilities or any risks referred to in paragraph 10 above or to any course beyond their respective controls;

    (iii) all applications, acceptances and contracts resulting therefrom under the Placement shall be governed by and construed in accordance with the laws of Singapore and that you irrevocably submit to the non-exclusive jurisdiction of the Singapore courts;

    (iv) in respect of the Placement Shares for which your application has been received and not rejected, acceptance of your application shall be constituted by written notification and not otherwise, notwithstanding any remittance being presented for payment by or on behalf of our Company;

    (v) you will not be entitled to exercise any remedy of rescission for misrepresentation at any time after acceptance of your application;

    (vi) in making your application, reliance is placed solely on the information contained in this Offer Document and that none of our Company, the Manager and Sponsor and the Joint Placement Agents or any other person involved in the Placement shall have any liability for any information not so contained;

(vii) you consent to the disclosure of your name, NRIC/passport number, address, nationality, permanent resident status, CDP Securities Account number, and share application amount to our Share Registrar, CDP, SGX-ST, our Company, the Manager and Sponsor and the Joint Placement Agents or other authorised operators; and

(viii) you irrevocably agree and undertake to subscribe for and/or purchase the number of Placement Shares applied for as stated in the Application Form or any smaller number of such Placement Shares that may be allotted and/or allocated to you in respect of your application. In the event that our Company decides to allot and/or allocate any smaller number of Placement Shares or not to allot and/or allocate any Placement Shares to you, you agree to accept such decision as final.

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QTVascular

(Company Registration No.: 201305911K)
(Incorporated in the Republic of Singapore on 6 March 2013)