



THOMSON MEDICAL GROUP LIMITED

(Incorporated in the Republic of Singapore)

Company Registration No. 199908381D

MEMORANDUM OF UNDERSTANDING

1. Introduction

The Board of Directors (the "**Board**") of Thomson Medical Group Limited (the "**Company**") wishes to announce that the Company has on March 7, 2019 entered into a Memorandum of Understanding ("**MOU**") with Brigham Health International, LLC ("**BHI**") and Dana-Farber Cancer Institute, Inc., ("**DFCI**") in relation to exploring a potential collaboration to support the growth and advancement of Thomson Medical's hospital projects in the region and to promote the advancement of healthcare delivery, education and research with a focus on women's health and oncology ("**Proposed Collaboration**")

2. Information on BHI and DFCI

Brigham Health International, LLC ("BHI") is an affiliate of Brigham Health, Inc., which consists of Brigham and Women's Hospital, Brigham and Women's Faulkner Hospital, Brigham and Women's Physicians Organization and many related facilities and programs. With more than 1,000 inpatient beds, approximately 60,000 inpatient stays and 1.7 million outpatient encounters annually, Brigham Health's 1,200 physicians provide expert care in virtually every medical and surgical specialty to patients locally, regionally and around the world. An international leader in basic, clinical and translational research, Brigham Health has nearly 5,000 scientists, including physician-investigators, renowned biomedical researchers and faculty supported by over \$700 million in funding. Boston-based Brigham and Women's Hospital is a teaching affiliate of Harvard Medical School and dedicated to educating and training the next generation of health care professionals. BHI aspires to transform the future of healthcare globally, through science, education and compassionate care.

Dana-Farber Cancer Institute, Inc. (“DFCI”), a teaching affiliate of the Harvard Medical School, is one of the world’s leading centers of cancer research and treatment. It is the only center ranked in the top 4 of U.S. News and World Report’s Best Hospitals for both adult and pediatric cancer care. Dana-Farber’s mission is to reduce the burden of cancer through scientific inquiry, clinical care, education, community engagement, and advocacy. With over 300,000 outpatient visits and approximately 165,000 infusion treatments, Dana-Farber faculty provide expert and compassionate care for patients facing a cancer diagnosis throughout the entire treatment continuum. As a testament to its research mission, Dana-Farber offers over 1,100 active clinical trials and is a top academic recipient of NCI grant funding. Dana-Farber provides the latest in cancer for adults through [Dana-Farber/Brigham and Women’s Cancer Care](#) and for children through [Dana-Farber/Boston Children’s Cancer and Blood Disorders Center](#).

3. The MOU

Pursuant to the MOU, the Company, BHI and DFCI (the “Parties”) have agreed to explore the potential to create a mutually beneficial collaboration. The Parties will engage in discussions regarding areas for the potential collaboration.

Subsequent to further assessment by the Parties and agreement to proceed, the Parties intend to negotiate in good faith a mutually satisfactory collaboration master agreement and/or other legally binding document(s) in due course to effectuate any terms and conditions that may be mutually agreeable for collaboration activities (the “Thomson-BHI-DFCI Master Agreement(s)").

The establishment of the Proposed Collaboration is subject to, and conditional upon, among others, the following:

- (a) all necessary approvals by the respective board of directors and (where applicable) the shareholders of the Company, BHI and DFCI to the Proposed Collaboration being obtained;
- (b) all necessary approvals, consents, licences and permits for the Proposed Collaboration being obtained from the relevant authorities; and
- (c) the execution of definitive master agreement(s), the “Thomson-BHI-DFCI Master Agreement(s)”, relating to the Proposed Collaboration between the Parties.

The term of the MOU will end on the earliest to occur of (i) the date any Party may terminate the MOU by giving fifteen days’ notice to the other Parties, (ii) the date of execution of Thomson-BHI-DFCI Master Agreement(s), and (iii) six months following the execution of the MOU.

4. Financial Effects

The Proposed Collaboration is not expected to have any material impact on the net tangible assets per share and earnings per share of the Company for the financial year ending 31 December 2019.

5. Interest of Directors and Substantial Shareholders

None of the directors or substantial shareholders of the Company has or will have any interest, directly or indirectly, in the Proposed Collaboration (other than through their shareholdings in the Company).

6. Further Announcements

The Company will make the necessary announcements at the appropriate juncture as required under the SGX-ST Listing Manual, including if applicable, upon execution of a Thomson-BHI-DFCI Master Agreement and/or when there are material developments in respect of the Proposed Collaboration.

7. Caution in Trading

Shareholders and potential investors are advised to exercise caution when trading in the Company's shares as there is no certainty or assurance as at the date of this announcement that the Proposed Collaboration will proceed or that no changes will be made to the terms thereof. Shareholders and potential investors should consult their stock brokers, bank managers, solicitors or other professional advisers if they have any doubt about the actions they should take.

By Order of the Board of
THOMSON MEDICAL GROUP LIMITED

Roy Quek
Executive Director and Chief Executive Officer

12 March 2019