

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE TO

TENDER OFFER STATEMENT UNDER SECTION 14(d)(1) OR 13(e)(1)  
OF THE SECURITIES EXCHANGE ACT OF 1934

**GLOBAL MED TECHNOLOGIES, INC.**

(Name of Subject Company (Issuer))

**Atlas Acquisition Corp.  
Haemonetics Corporation**

(Names of Filing Persons (Offerors))

**Common Stock, \$0.01 par value per share, and  
Series A Convertible Preferred Stock, \$0.01 par value per share**  
(Title of Class of Securities)

**37935E101**  
(CUSIP Number of Class of Securities)

**Brian P. Concannon  
President and Chief Executive Officer  
Haemonetics Corporation  
400 Wood Road  
Braintree, Massachusetts 02184  
(781) 848-7100**

(Name, Address and Telephone Number of Person Authorized to  
Receive Notices and Communications on Behalf of Filing Persons)

*Copies to:*

**James S. O'Shaughnessy, Esq.  
General Counsel  
Haemonetics Corporation  
400 Wood Road  
Braintree, Massachusetts 02184  
(781) 848-7100**

**Lisa R. Haddad, Esq.  
Goodwin Procter LLP  
53 State Street  
Boston, Massachusetts 02109  
(617) 570-1000**

CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
\$73,386,833.94	\$5,233

\* Estimated solely for purposes of calculating amount of filing fee in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The transaction value is based upon the offer to purchase up to 54,653,157 shares of Common Stock of Global Med Technologies, Inc. at a purchase price of \$1.22 cash per share and 3,960 shares of Series A Convertible Preferred Stock at a purchase price of \$1,694.44 cash per share. Such number of shares of Common Stock represents the total of 38,160,594 issued and outstanding shares of Common Stock, outstanding options with respect to 6,420,271 shares of Common Stock, and outstanding warrants with respect to 10,072,292 shares of Common Stock, in each case as of February 18, 2010. Such number of shares of Series A Convertible Preferred Stock represents all issued and outstanding shares of Series A Convertible Preferred Stock as of February 18, 2010.

\*\* The amount of the filing fee, calculated in accordance with Rule 0-11 of the Exchange Act, equals 0.00007130 of the transaction valuation.

o Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid:  
Form or Registration No.:

Not applicable  
Not applicable

Filing Party:  
Date Filed:

Not applicable  
Not applicable

o Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.  
 issuer tender offer subject to Rule 13e-4.  
 going-private transaction subject to Rule 13e-3.  
 amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

This Tender Offer Statement on Schedule TO (this "Schedule TO") relates to the offer by Atlas Acquisition Corp., a Colorado corporation ("Acquisition Corp.") and a direct wholly-owned subsidiary of Haemonetics Corporation, a Massachusetts corporation ("Haemonetics"), to purchase all of the outstanding shares of common stock, \$0.01 par value per share (the "Common Shares"), of Global Med Technologies, Inc., a Colorado corporation ("Global Med"), at a purchase price of \$1.22 per Common Share, net to the seller in cash, without interest thereon, less any applicable withholding taxes, and to purchase all of the outstanding shares of Global Med's Series A Convertible Preferred Stock, \$0.01 par value per share (the "Preferred Shares," and together with the Common Shares, the "Shares"), at a purchase price of \$1.694,44 per Preferred Share, net to the seller in cash, without interest thereon, less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated February 19, 2010 (the "Offer to Purchase"), and in the related Letter of Transmittal for the Preferred Shares and the Letter of Transmittal for the Common Shares (each, as the context requires, the "Letter of Transmittal"), which, together with any amendments or supplements thereto, collectively constitute the "Offer." This Schedule TO is being filed on behalf of Acquisition Corp. and Haemonetics.

The information set forth in the Offer to Purchase, including Annex I thereto, the Letter of Transmittal for the Common Shares and the Letter of Transmittal for the Preferred Shares, copies of which are filed with this Schedule TO as Exhibits (a)(1)(A), (a)(1)(B) and (a)(1)(C) hereto, respectively, is incorporated by reference in the answers to Items 1 through 9 and Item 11 of this Schedule TO, and is supplemented by the information specifically provided in this Schedule TO.

**ITEM 1. SUMMARY TERM SHEET.**

The information set forth in the "Summary Term Sheet" of the Offer to Purchase is incorporated herein by reference.

**ITEM 2. SUBJECT COMPANY INFORMATION.**

(a) The name of the subject company and the issuer of the securities to which this Schedule TO relates is Global Med Technologies, Inc. Global Med's principal executive offices are located at 12600 West Colfax Avenue, Suite C-420, Lakewood, CO 80215. The telephone number at Global Med's principal executive offices is (303) 238-2000.

(b) This statement relates to the common stock, \$0.01 par value per share, and the Series A Convertible Preferred Stock, \$0.01 par value per share, of Global Med. Based on the information provided by Global Med, as of February 18, 2010, there were 38,160,594 Common Shares issued and outstanding, 3,960 Preferred Shares issued and outstanding, 6,420,271 Common Shares subject to outstanding stock options and 10,072,292 Common Shares subject to outstanding warrants. The information set forth in the "Introduction" of the Offer to Purchase is incorporated herein by reference.

(c) The Common Shares are quoted on the OTC Bulletin Board under the symbol "GLOB." The Preferred Shares are not publicly traded. The information set forth in Section 6 — "Price Range of the Shares; Dividends on the Shares" of the Offer to Purchase is incorporated herein by reference.

**ITEM 3. IDENTITY AND BACKGROUND OF FILING PERSON.**

(a), (b), (c) This Schedule TO is filed by Haemonetics and Acquisition Corp. The information set forth in Section 9 — "Certain Information Concerning Haemonetics and Acquisition Corp." of the Offer to Purchase and Annex I — "Directors and Executive Officers of Haemonetics Corporation and Atlas Acquisition Corp." of the Offer to Purchase is incorporated herein by reference.

**ITEM 4. TERMS OF THE TRANSACTION.**

(a) The information set forth in the Offer to Purchase is incorporated herein by reference.

**ITEM 5. PAST CONTACTS, TRANSACTIONS, NEGOTIATIONS AND AGREEMENTS.**

(a), (b) The information set forth in the "Introduction" of the Offer to Purchase, Section 9 — "Certain Information Concerning Haemonetics and Acquisition Corp." of the Offer to Purchase, Section 11 — "Contacts and

Transactions with Global Med; Background of the Offer” of the Offer to Purchase and Section 12 — “Purpose of the Offer; the Merger Agreement; Plans for Global Med” of the Offer to Purchase is incorporated herein by reference.

**ITEM 6. PURPOSES OF THE TRANSACTION AND PLANS OR PROPOSALS.**

(a), (c)(1)-(7) The information set forth in the “Introduction” of the Offer to Purchase, Section 7 — “Possible Effects of the Offer on the Market for the Shares; The OTC Bulletin Board; Exchange Act Registration” of the Offer to Purchase, Section 12 — “Purpose of the Offer; the Merger Agreement; Plans for Global Med” of the Offer to Purchase and Section 13 — “Dividends and Distributions” of the Offer to Purchase is incorporated herein by reference.

**ITEM 7. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.**

(a), (b), (d) The information set forth in Section 10 — “Source and Amount of Funds” of the Offer to Purchase is incorporated herein by reference.

**ITEM 8. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.**

The information set forth in Section 9 — “Certain Information Concerning Haemonetics and Acquisition Corp.” of the Offer to Purchase is incorporated herein by reference.

**ITEM 9. PERSONS/ASSETS, RETAINED, EMPLOYED, COMPENSATED OR USED.**

(a) The information set forth in Section 16 — “Fees and Expenses” of the Offer to Purchase is incorporated herein by reference.

**ITEM 10. FINANCIAL STATEMENTS.**

(a), (b) Not applicable.

**ITEM 11. ADDITIONAL INFORMATION.**

(a)(1) The information set forth in Section 9 — “Certain Information Concerning Haemonetics and Acquisition Corp.” of the Offer to Purchase, Section 11 — “Contacts and Transactions with Global Med; Background of the Offer” of the Offer to Purchase and Section 12 — “Purpose of the Offer; the Merger Agreement; Plans for Global Med” of the Offer to Purchase is incorporated herein by reference.

(a)(2), (3) The information set forth in Section 12 — “Purpose of the Offer; the Merger Agreement; Plans for Global Med” of the Offer to Purchase, Section 14 — “Certain Conditions of the Offer” of the Offer to Purchase and Section 15 — “Certain Legal Matters” of the Offer to Purchase is incorporated herein by reference.

(a)(4) Not applicable.

(a)(5) The information set forth in Section 17 — “Legal Proceedings” of the Offer to Purchase is incorporated herein by reference.

(b) The information set forth in the Offer to Purchase and in each Letter of Transmittal is incorporated herein by reference.

**ITEM 12. EXHIBITS.**

- |           |  |
|-----------|--|
| (a)(1)(A) | Offer to Purchase, dated February 19, 2010.                                    |
| (a)(1)(B) | Form of Letter of Transmittal for Common Shares.                               |
| (a)(1)(C) | Form of Letter of Transmittal for Preferred Shares.                            |
| (a)(1)(D) | Form of Notice of Guaranteed Delivery for Common Shares.                       |
| (a)(1)(E) | Form of Notice of Guaranteed Delivery for Preferred Shares.                    |
| (a)(1)(F) | Form of Letter to Brokers, Dealers, Banks, Trust Companies and Other Nominees. |

- (a)(1)(G) Form of Letter to Clients for use by Brokers, Dealers, Banks, Trust Companies and Other Nominees.
- (a)(1)(H) Summary Advertisement published in the Wall Street Journal on February 19, 2010.
- (a)(5)(A) Joint Press Release issued by Haemonetics and Global Med, dated February 1, 2010 (incorporated herein by reference to Exhibit 99.1 to the Tender Offer Statement on Schedule TO filed by Haemonetics on February 1, 2010).
- (b) None.
- (d)(1) Agreement and Plan of Merger, dated as of January 31, 2010, by and among Haemonetics, Acquisition Corp. and Global Med (incorporated herein by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Global Med with the SEC on February 2, 2010).
- (d)(2)(A) Tender and Support Agreement, dated as of January 31, 2010, by and among Haemonetics, Acquisition Corp. and each of Michael I. Ruxin and Thomas F. Marcinek.
- (d)(2)(B) Tender and Support Agreement, dated as of January 31, 2010, by and among Haemonetics, Acquisition Corp. and Victory Park Special Situations Master Fund Ltd.
- (d)(3)(A) Employment Agreement, dated as of January 31, 2010, by and between Haemonetics and Michael I. Ruxin.
- (d)(3)(B) Employment Agreement, dated as of January 31, 2010, by and between Haemonetics and Thomas F. Marcinek.
- (d)(4) Confidentiality Agreement, dated as of March 30, 2009, by and between Haemonetics and Global Med.
- (d)(5) Letter agreement, dated December 2, 2009, by and between Global Med and Haemonetics.
- (d)(6) Letter agreement, dated January 25, 2010, by and between Global Med and Haemonetics.
- (g) None.
- (h) None.

**ITEM 13. INFORMATION REQUIRED BY SCHEDULE 13E-3.**

Not applicable.

**SIGNATURES**

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: February 19, 2010

HAEMONETICS CORPORATION

By: /s/ BRIAN P. CONCANNON

Name: Brian P. Concannon

Title: *President and Chief Executive Officer*

ATLAS ACQUISITION CORP.

Dated: February 19, 2010

By: /s/ CHRISTOPHER J. LINDOP

Name: Christopher J. Lindop

Title: *President*

EXHIBIT INDEX

EXHIBIT  
NUMBER

DOCUMENT

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(a)(1)(E)	Form of Notice of Guaranteed Delivery for Preferred Shares.
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(d)(6)	Letter agreement, dated January 25, 2010, by and between Global Med and Haemonetics.
(g)	None.
(h)	None.

**Offer to Purchase for Cash**  
**All Outstanding Shares of Common Stock**  
**and**  
**All Outstanding Shares of Series A Convertible Preferred Stock**  
**of**  
**Global Med Technologies, Inc.**  
**at**  
**\$1.22 Net Per Share of Common Stock**  
**and**  
**\$1,694.44 Net Per Share of Series A Convertible Preferred Stock**  
**by**  
**Atlas Acquisition Corp.,**  
**a wholly-owned subsidiary of**  
**Haemonetics Corporation**

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, BOSTON, MASSACHUSETTS TIME, ON MARCH 18, 2010, UNLESS  
THE OFFER IS EXTENDED.**

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of January 31, 2010 (the "Merger Agreement"), by and among Haemonetics Corporation, a Massachusetts corporation ("Haemonetics"), Atlas Acquisition Corp., a Colorado corporation and a direct wholly-owned subsidiary of Haemonetics, and Global Med Technologies, Inc., a Colorado corporation ("Global Med"). The board of directors of Global Med (including all of the members of the special committee of the board of directors) has (1) (i) determined that the Merger Agreement, the Offer and the Merger (each as defined herein) are advisable and in the best interests of Global Med stockholders, (ii) approved the Offer and the Merger in accordance with the Colorado Business Corporation Act and the Colorado Corporations and Associations Act, and (iii) adopted the Merger Agreement and (2) recommended that the stockholders of Global Med accept the Offer and tender their shares of Global Med Common Stock, \$0.01 par value per share (the "Common Shares"), and shares of Series A Convertible Preferred Stock, \$0.01 par value per share (the "Preferred Shares" and, together with the Common Shares, the "Shares") in the Offer, and if required by applicable law, adopt and approve the Merger Agreement and approve the Merger. See the "Introduction" to this Offer to Purchase.

There is no financing condition to the Offer. The Offer is conditioned upon, among other things, there being validly tendered and not withdrawn prior to the expiration date (1) that number of Common Shares which, when added to any Common Shares owned by Haemonetics, us or any other controlled subsidiary of Haemonetics, represents a majority of the outstanding Common Shares on a fully diluted basis (which means the sum of the following: (i) the total number of outstanding Common Shares, (ii) the number of Common Shares issuable upon the conversion of all outstanding Preferred Shares (excluding Preferred Shares owned by Haemonetics, us or any other controlled subsidiary of Haemonetics or validly tendered in the Offer and not withdrawn), and (iii) the number of Common Shares issuable upon the exercise or conversion of all outstanding options and warrants, and other outstanding obligations of Global Med) and (2) a majority of the outstanding Preferred Shares. The Offer is also subject to the satisfaction of certain other conditions set forth in this Offer to Purchase. See Section 14 — "Certain Conditions of the Offer" of this Offer to Purchase.

Questions and requests for assistance may be directed to D. F. King & Co., Inc., the Information Agent for the Offer, at the address and telephone number set forth on the back cover of this Offer to Purchase. Stockholders of Global Med may obtain additional copies of this Offer to Purchase, the Letter of Transmittal for the Preferred Shares or the Letter of Transmittal for the Common Shares (each, as the context requires, the "Letter of Transmittal"), a Notice of Guaranteed Delivery or any other tender materials from the Information Agent and may also contact their brokers, dealers, banks, trust companies or other nominees for copies of these documents.

February 19, 2010

**IMPORTANT**

Any stockholder desiring to tender all or any portion of such stockholder's Shares must:

1. For Shares that are registered in such stockholder's name and held as physical certificates:
  - Complete and sign the appropriate Letter of Transmittal in accordance with the instructions in such Letter of Transmittal.
  - Have such stockholder's signature on the Letter of Transmittal guaranteed if required by Instruction 1 to the Letter of Transmittal.
  - Mail or deliver the Letter of Transmittal, the certificates for such Shares and any other required documents to Computershare Trust Company, N.A. (the "Depository").
2. For Shares that are registered in such stockholder's name and held in book-entry form:
  - Complete and sign the appropriate Letter of Transmittal in accordance with the instructions in such Letter of Transmittal or prepare an Agent's Message (as defined in Section 2 — "Procedures for Tendering Shares" of this Offer to Purchase).
  - If using the Letter of Transmittal, have such stockholder's signature on the Letter of Transmittal guaranteed if required by Instruction 1 to the Letter of Transmittal.
  - Deliver an Agent's Message or the Letter of Transmittal, together with any other documents required by the Letter of Transmittal to the Depository.
  - Transfer the Shares through book-entry transfer into the Depository's account.
3. For Shares that are registered in the name of a broker, dealer, bank, trust company or other nominee:
  - Contact such broker, dealer, bank, trust company or other nominee and request that such broker, dealer, bank, trust company or other nominee tender the Shares to us before the expiration of the Offer.

**The Letter of Transmittal, the certificates for the Shares and any other required documents must reach the Depository before the expiration of the Offer (currently scheduled for 12:00 midnight, Boston, Massachusetts time, on March 18, 2010, unless extended), unless the procedures for guaranteed delivery described in Section 2 — "Procedures for Tendering Shares" of this Offer to Purchase are followed. The method of delivery of the Shares, the Letter of Transmittal and all other required documents, including delivery through the Book-Entry Transfer Facility, is at the election and risk of the tendering stockholder.**

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**SUMMARY TERM SHEET**

<b>Securities Sought:</b>	All outstanding shares of common stock, \$0.01 par value per share, of Global Med Technologies, Inc., and all outstanding shares of Series A Convertible Preferred Stock, par value \$0.01 per share, of Global Med Technologies, Inc.
<b>Price Offered Per Common Share:</b>	\$1.22 per share in cash, without interest, less any applicable withholding taxes.
<b>Price Offered Per Preferred Share:</b>	\$1,694.44 per share in cash, without interest, less any applicable withholding taxes.
<b>Scheduled Expiration of Offer:</b>	12:00 midnight, Boston, Massachusetts time on March 18, 2010.
<b>Purchaser:</b>	Atlas Acquisition Corp., a direct wholly-owned subsidiary of Haemonetics Corporation.
<b>Global Med Board Recommendation:</b>	The board of directors of Global Med (including all of the members of the special committee of the board of directors) recommended that you accept the Offer and tender your Shares pursuant to the Offer.

The following are some of the questions that you, as a stockholder of Global Med, may have and answers to those questions as well as references to where in this Offer to Purchase you might find additional information. **We urge you to carefully read the remainder of this Offer to Purchase, the Letter of Transmittal applicable to your Shares and the other documents to which we have referred because the information in this summary term sheet is not complete. Additional important information is contained in the remainder of this Offer to Purchase and the Letter of Transmittal.**

**Who is offering to buy my Global Med Shares?**

Our name is Atlas Acquisition Corp. We are a direct wholly-owned subsidiary of Haemonetics. We are a Colorado corporation formed for the purpose of acquiring all of the outstanding Shares of Global Med. See the "Introduction" and Section 9 — "Certain Information Concerning Haemonetics and Acquisition Corp." of this Offer to Purchase.

**What are the classes and amounts of Global Med securities that you are offering to purchase in the Offer?**

We are seeking to acquire all issued and outstanding Common Shares and Preferred Shares. See the "Introduction" of this Offer to Purchase.

**How much are you offering to pay?**

We are offering to pay \$1.22 per share, net to you, in cash, for each outstanding Common Share and \$1,694.44 per share, net to you, in cash, for each outstanding Preferred Share, in each case less any applicable withholding taxes. See the "Introduction" of this Offer to Purchase.

**How was the offer price for the Preferred Shares determined?**

Each Preferred Share is convertible into 1,388.88889 Common Shares in accordance with the existing terms of Global Med's Amended and Restated Certificate of Designations of Preferences, Rights and Limitations of the Preferred Shares. The offer price for the Preferred Shares was calculated by multiplying the offer price for the Common Shares, or \$1.22, by 1,388.88889. The resulting per share offer price for the Preferred Shares is \$1,694.44. See the "Introduction" of this Offer to Purchase.

**Will I have to pay any fees or commissions?**

You are responsible for paying any fees or expenses you incur in tendering your Shares in the Offer. If you are the record owner of your Shares and you tender your Shares to the Depositary for the Offer, Computershare Trust Company, N.A., you will not have to pay brokerage fees or similar expenses. If you own your Shares through a broker or other nominee, and your broker tenders your Shares on your behalf, your broker or nominee may charge you a fee for doing so. You should consult your broker or nominee to determine whether any charges will apply. You are required to pay any transfer taxes incurred in connection with your transfer of the Shares in the Offer. See the "Introduction" of this Offer to Purchase.

**Do you have the financial resources to make payment?**

Haemonetics, our parent company, will provide us with sufficient funds to purchase all of the outstanding Common Shares and Preferred Shares that are validly tendered in the Offer and to pay our related fees and expenses. The Offer is not subject to any financing condition. See Section 10 — "Source and Amount of Funds" of this Offer to Purchase.

**Is your financial condition relevant to my decision to tender my Shares in the Offer?**

No. Our financial condition is not relevant to your decision to tender your Shares in the Offer because:

- We have sufficient funds available through our parent company, Haemonetics, to purchase all Shares validly tendered in the Offer.
- The Offer is not subject to any financing condition.
- The Offer is for all of the outstanding Common Shares and Preferred Shares of Global Med, and we will purchase such Shares solely for cash.
- If we consummate the Offer, we expect to acquire any remaining Shares for the same cash price through a second-step merger.

See Section 10 — "Source and Amount of Funds" of this Offer to Purchase.

**Will the Offer be followed by a second-step merger if all of the Shares are not tendered in the Offer?**

If the Offer is completed and the other conditions to the merger are satisfied or waived, we will merge with and into Global Med upon the vote of Global Med's stockholders, if required by law. If the merger takes place, Haemonetics will own all of the Shares of Global Med and, subject to dissenters' rights under applicable law, all Global Med stockholders who did not tender their Common Shares will receive \$1.22 per share in cash, without interest, less any applicable withholding taxes, and all Global Med stockholders who did not tender their Preferred Shares will receive \$1,694.44 per share in cash, without interest, less any applicable withholding taxes.

There are no dissenters' rights available in connection with the Offer, but stockholders who have not sold their Shares in the Offer would have dissenters' rights in connection with the merger under Colorado law if these rights are perfected. See the "Introduction" of this Offer to Purchase. See also Section 12 — "Purpose of the Offer; the Merger Agreement; Plans for Global Med," of this Offer to Purchase for a description of the conditions to the merger and a summary of dissenters' rights under Colorado law. For additional information regarding dissenters' rights, you should review Article 113 ("Dissenters' Rights") of the Colorado Business Corporation Act.

**What does the board of directors of Global Med think of the Offer?**

The board of directors of Global Med (including all of the members of the special committee of the board of directors) has (1) determined that the Merger Agreement, the Offer and the merger are advisable and in the best interests of Global Med stockholders, (2) approved the Offer and the merger in accordance with the Colorado Business Corporation Act and the Colorado Corporations and Associations Act, and (3) adopted the

Merger Agreement. The board of directors of Global Med (including all of the members of the special committee of the board of directors) has also recommended that holders of the Shares accept the Offer, tender their Common Shares and Preferred Shares in the Offer, and if required by applicable law, adopt and approve the Merger Agreement and approve the merger. See the “Introduction” to this Offer to Purchase.

**What is the top-up option and when could it be exercised?**

If we and Haemonetics do not directly or indirectly own at least 90% of the Common Shares on a fully-diluted basis after the completion of the Offer, we have the option, subject to limitations, to purchase from Global Med a number of additional Common Shares at a price per share equal to the price per Common Share paid in the Offer sufficient to cause us to own one share more than 90% of the Common Shares on a fully-diluted basis, taking into account those shares issued upon the exercise of the top-up option. The purpose of the top-up option is to permit us to complete the merger without a special meeting of Global Med’s stockholders under the “short-form” merger provisions of Colorado law. The top-up option is only exercisable if, following our acceptance of shares tendered in the Offer and any subsequent offering periods, we and Haemonetics directly or indirectly own 80% or more of the outstanding Common Shares. We expect to exercise the top-up option, subject to the foregoing limitation and the other limitations set forth in the Merger Agreement, if we and Haemonetics own more than 90% of the issued and outstanding Preferred Shares after the completion of the Offer, but less than 90% of the issued and outstanding Common Shares necessary to effect the short-form merger. See Section 12 — “Purpose of the Offer; the Merger Agreement; Plans for Global Med — The Merger Agreement,” “— Top-Up Option” and “— ‘Short-Form’ Merger Procedure” of this Offer to Purchase.

**If I decide not to tender, how will the Offer affect my Shares?**

If you do not tender your Shares in the Offer and the second-step merger takes place, your Shares will be cancelled. Unless you exercise dissenters’ rights under Colorado law, you will receive the same amount of cash per Share that you would have received had you tendered your Shares in the Offer. Therefore, if the merger takes place and you do not perfect your dissenters’ rights, the only difference between tendering your Shares and not tendering your Shares in the Offer is that you will be paid earlier if you tender your Shares. However, if the merger does not take place, the number of stockholders and the number of Shares that are still in the hands of the public may be so small that there may no longer be an active public trading market (or, possibly, any public trading market) for the Shares. Further, if the Common Shares are no longer held by 300 or more holders of record, the registration of the Common Shares under the Securities Exchange Act of 1934 may be terminated upon application of Global Med to the Securities and Exchange Commission and Global Med would cease making filings with the SEC and otherwise cease being required to comply with the SEC’s rules relating to publicly-held companies. If the registration of the Common Shares under the Exchange Act is terminated as described above and Global Med were to cease making filings with the SEC, the Common Shares would also no longer be eligible for quotation on the OTC Bulletin Board. See Section 7 — “Possible Effects of the Offer on the Market for the Shares; The OTC Bulletin Board; Exchange Act Registration” and Section 12 — “Purpose of the Offer; the Merger Agreement; Plans for Global Med” of this Offer to Purchase.

**How long do I have to tender in the Offer?**

You will have until 12:00 midnight, Boston, Massachusetts time, on March 18, 2010, to tender your Shares in the Offer, unless we extend the expiration date of the Offer. If you cannot deliver everything that is required in order to make a valid tender by that time, you may be able to use a guaranteed delivery procedure, which is described in Section 1 — “Terms of the Offer” and Section 2 — “Procedures for Tendering Shares” of this Offer to Purchase.

**Can the Offer be extended?**

Our ability to extend the Offer is subject to the terms of the Merger Agreement and applicable law. If on the then scheduled expiration date of the Offer, any condition to the Offer has not been satisfied or waived by

us, we may extend the Offer from time to time through June 30, 2010. Further, we are required to extend the Offer:

- As may be required by applicable laws or interpretations or positions of the SEC or its staff.
- In consecutive increments of up to five business days each until the earlier of:
  - Expiration or termination of any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, or any material applicable foreign antitrust statutes or regulations applicable to the Offer or the merger, or the resolution of any suit or proceeding by any governmental authority which could result in any legal restraint or prohibition deemed applicable to the merger or enforced by any governmental authority requiring Haemonetics or Global Med to divest assets or a line of business or to take or refrain from taking other actions.
  - June 30, 2010, unless all the other conditions to the Offer have been satisfied or waived by us except for those described in the preceding bullet in which case we will extend the Offer further, if necessary, but in no case later than August 15, 2010.

See Section 1 — “Terms of the Offer” and Section 14 — “Certain Conditions of the Offer” of this Offer to Purchase for additional information about our obligations to extend the Offer and the conditions to the Offer.

**Will you provide a subsequent offering period?**

We may, in our discretion, elect to provide a subsequent offering period in accordance with Rule 14d-11 under the Exchange Act following our acceptance for payment of Shares in the Offer. The subsequent offering period will be at least three business days.

Although we reserve our right to provide a subsequent offering period, we do not currently intend to provide a subsequent offering period. During the subsequent offering period, if we provide one, you would be permitted to tender, but not withdraw, your Shares and receive \$1.22 per Common Share and \$1,694.44 per Preferred Share, net to you in cash, without interest but subject to any applicable tax withholding. See Section 1 — “Terms of the Offer” of this Offer to Purchase.

**How will I be notified if the Offer is extended?**

If we extend the Offer or provide a subsequent offering period, we will inform the Depository of that fact and will make a public announcement of the extension or subsequent offering period no later than 9:00 a.m., Boston, Massachusetts time, on the next business day following the scheduled expiration date of the Offer. See Section 1 — “Terms of the Offer” of this Offer to Purchase.

**What is the “Minimum Condition” to the Offer?**

We are not obligated to purchase any Shares in the Offer unless there have been validly tendered and not withdrawn prior to the expiration of the Offer:

- That number of Common Shares which, when added to any Common Shares already owned by Haemonetics, us or any other controlled subsidiary of Haemonetics, represents a majority of the outstanding Common Shares on a “fully diluted basis” (where on a “fully diluted basis” means the sum of the following: (1) the number of Common Shares outstanding, (2) the number of Common Shares issuable upon the conversion of all outstanding Preferred Shares (but excluding any Preferred Shares owned by Haemonetics, us or any other controlled subsidiaries or validly tendered in the Offer and not withdrawn), and (3) the number of Common Shares issuable pursuant to warrants, options or other outstanding obligations of Global Med) upon the expiration of the Offer; and
- Preferred Shares which, when added to any Preferred Shares already owned by Haemonetics, us or any other controlled subsidiaries, represents at least a majority of the total number of outstanding Preferred Shares upon the expiration of the Offer.

We refer to the conditions in the two bullet points above collectively as the “Minimum Condition.” The Offer is also subject to a number of other conditions. See Section 14 — “Certain Conditions of the Offer” of this Offer to Purchase.

**Have any Global Med stockholders agreed to tender their Shares?**

Yes. We and Haemonetics have entered into Tender and Support Agreements with the following officers, directors and stockholders of Global Med: Michael I. Ruxin, Thomas F. Marcinek and Victory Park Special Situations Master Fund Ltd. These agreements provide, among other things, that these persons will tender their Shares in the Offer. The stockholders may only withdraw their Shares from the Offer if the applicable Tender and Support Agreement is terminated in accordance with its terms, including if the Merger Agreement is terminated. As of January 31, 2010, the parties to the Tender and Support Agreements held approximately 18% of the outstanding Common Shares and 78% of the outstanding Preferred Shares. Global Med informed us that after we announced publicly the signing of the Merger Agreement, a holder of Preferred Shares exercised its right to convert its Preferred Shares into Common Shares. As a result of this conversion, the parties to the Tender and Support Agreements hold approximately 17% of the Common Shares and 100% of the Preferred Shares outstanding on the date of this Offer to Purchase. See the “Introduction” and Section 12 — “The Purpose of the Offer; the Merger Agreement; Plans for Global Med — Tender and Support Agreements” of this Offer to Purchase.

**How do I tender my Shares?**

If your Shares are registered in your name and are held as physical certificates, you must:

- Complete and sign the Letter of Transmittal in accordance with the instructions in the Letter of Transmittal.
- Have your signature on the Letter of Transmittal guaranteed if required by the instructions to the Letter of Transmittal.
- Mail or deliver the Letter of Transmittal, the certificates for your Shares and any other documents required by the Letter of Transmittal to the Depository.

If your Shares are registered in your name and are held in book-entry form, you must:

- Complete and sign the Letter of Transmittal in accordance with the instructions in the Letter of Transmittal or prepare an Agent’s Message (as defined in Section 1 — “Terms of the Offer” of this Offer to Purchase).
- If using the Letter of Transmittal, have your signature on the Letter of Transmittal guaranteed if required by the instructions to the Letter of Transmittal.
- Deliver an Agent’s Message or the Letter of Transmittal, together with any other documents required by the Letter of Transmittal to the Depository.
- Transfer your Shares through book-entry transfer into the account of the Depository.

If your Shares are held in street name (i.e., through a broker, dealer, bank, trust company or nominee), you must contact your broker, dealer, bank, trust company or other nominee and request that your Shares be tendered in the Offer.

For additional information on the procedures for tendering your Shares, see Section 2 — “Procedures for Tendering Shares” of this Offer to Purchase.

**How do I withdraw previously tendered Shares?**

To withdraw your Shares, you must deliver a written notice of withdrawal, or a manually signed facsimile of one, with the required information to the Depository, while you still have the right to withdraw the Shares. See Section 1 — “Terms of the Offer” and Section 3 — “Withdrawal Rights” of this Offer to Purchase.

**Until what time can I withdraw previously tendered Shares?**

You can withdraw Shares at any time until the Offer has expired. Also, if we have not accepted and paid for your Shares by April 20, 2010, you can withdraw Shares at any time thereafter until we do accept your Shares for payment. You will not have the right to withdraw Shares tendered during any subsequent offering period, if we elect to provide one. See Section 3 — “Withdrawal Rights” of this Offer to Purchase.

**Can holders of stock options participate in the tender offer?**

The Offer is only for Shares and not for any options to acquire Shares. If you hold vested but unexercised stock options and you wish to participate in the Offer, you must exercise your stock options in accordance with the terms of the applicable stock option plan or option agreement, and tender the Shares received upon the exercise in accordance with the terms of the Offer. If you do not exercise your vested options, each vested option held by you will be cancelled at the effective time of the merger in exchange for a cash payment in an amount calculated by subtracting the exercise price for the option from \$1.22, and multiplying that amount by the number of Shares subject to the option. Any unvested stock option or stock option with an exercise price that equals or exceeds \$1.22 will be cancelled without consideration. See Section 12 — “The Purpose of the Offer; the Merger Agreement; Plans for Global Med — The Merger Agreement — Stock Options” of this Offer to Purchase.

**Can holders of warrants participate in the tender offer?**

The Offer is only for Shares and not for warrants to purchase Shares. If you hold exercisable warrants and you wish to participate in the Offer, you must exercise your warrants in accordance with the terms of the applicable warrant agreement, and tender the Shares received upon the exercise in accordance with the terms of the Offer. If you do not exercise your warrant prior to the expiration date of the Offer, the Merger Agreement provides for your warrant to be canceled in exchange for a cash payment in an amount calculated by subtracting the exercise price for the warrant from \$1.22, and multiplying that amount by the number of Shares subject to the warrant, or such other amount or consideration as provided in the warrant. See Section 12 — “The Purpose of the Offer; the Merger Agreement; Plans for Global Med — The Merger Agreement — Warrants” of this Offer to Purchase.

**Are there any compensation arrangements between Haemonetics and Global Med’s executive officers or other key employees?**

Haemonetics has entered into an employment agreement with Michael I. Ruxin, currently Global Med’s Chairman and Chief Executive Officer, contingent on the closing of the merger. Haemonetics has also entered into an employment agreement with Thomas F. Marcinek, currently Global Med’s President and Chief Operating Officer, contingent on the closing of the merger. The terms and conditions of these employment arrangements are more fully described in Section 12 — “Purpose of the Offer; the Merger Agreement; Plans for Global Med — Employment Agreements” of this Offer to Purchase.

Additionally, Haemonetics may enter into employment, compensation, severance or other employee benefits arrangements with certain other of Global Med’s employees; however, the specific terms of these compensation arrangements have not been agreed upon.

**When and how will I be paid for my tendered Shares?**

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), and provided that the Offer has not been terminated, we will accept for payment and promptly pay for all Shares validly tendered prior to the expiration date and not validly withdrawn. If we provide a subsequent offering period, we will immediately accept and promptly pay for Shares as they are tendered during the subsequent offering period. See Section 4 — “Acceptance for Payment and Payment for Shares” of this Offer to Purchase.

**What is the market value of my Shares as of a recent date?**

On January 29, 2010, the last full trading day before Haemonetics and Global Med publicly announced that they had signed the Merger Agreement, the last sale price of the Common Shares quoted on the OTC Bulletin Board was \$0.74 per share. On February 18, 2010, the last full trading day before we commenced the Offer, the last sale price of the Common Shares quoted on the OTC Bulletin Board was \$1.20 per share. We advise you to obtain a recent quotation for Common Shares of Global Med in deciding whether to tender your Shares. See Section 6 — “Price Range of the Shares; Dividends on the Shares” of this Offer to Purchase.

**What are the material United States federal income tax consequences of tendering Shares?**

The receipt of cash for Shares pursuant to the Offer will be a taxable transaction for United States federal income tax purposes. In general, a stockholder who sells Shares pursuant to the Offer will recognize gain or loss for United States federal income tax purposes equal to the difference, if any, between the amount of cash received and the stockholder’s adjusted tax basis in the Shares sold pursuant to the Offer. See Section 5 — “Certain U.S. Federal Income Tax Consequences” of this Offer to Purchase.

**To whom can I talk if I have questions about the tender offer?**

If you have questions or you need assistance, you should contact D. F. King & Co., Inc., who is acting as the Information Agent for the Offer, at the following address and telephone number:

**D. F. King & Co., Inc.**  
48 Wall Street  
New York, New York 10005  
Banks and Brokers Call Collect: (212) 269-5550  
All Others Call Toll-Free: (800) 549-6697



To: All Holders of Common Stock and Series A Convertible Preferred Stock of Global Med Technologies, Inc.

#### INTRODUCTION

Atlas Acquisition Corp., a Colorado corporation (“Acquisition Corp.”) and direct wholly-owned subsidiary of Haemonetics Corporation, a Massachusetts corporation (“Haemonetics”), hereby offers to purchase all of the outstanding shares of Common Stock, \$0.01 par value per share (“Common Shares”), and shares of Series A Convertible Preferred Stock, \$0.01 par value per share (the “Preferred Shares” and, together with the Common Shares, the “Shares”), of Global Med Technologies, Inc., a Colorado corporation (“Global Med”), at a price of \$1.22 per share, net to you, in cash, for each outstanding Common Share and \$1,694.44 per share, net to you, in cash, for each outstanding Preferred Share, in each case less any applicable withholding tax (such prices, or any higher prices per share as may be paid pursuant to the Offer, are referred to in this Offer to Purchase as the “Common Stock Offer Price” and the “Preferred Stock Offer Price,” respectively) upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal for the Preferred Shares and the Letter of Transmittal for the Common Shares (each, as the context requires, the “Letter of Transmittal”), which, together with any amendments or supplements hereto or thereto, collectively constitute the “Offer.” The Preferred Shares are each convertible into 1,388.88889 Common Shares in accordance with the existing terms of Global Med’s Amended and Restated Certificate of Designations of Preferences, Rights and Limitations of the Preferred Shares (the “Certificate of Designation”). The Preferred Stock Offer Price is calculated by multiplying the Common Stock Offer Price, or \$1.22, by 1,388.88889. The resulting Preferred Stock Offer price is \$1,694.44 per share.

We are a Colorado corporation newly formed in connection with the Offer and the transactions contemplated by the Merger Agreement (as defined below). Haemonetics is a publicly-held blood management company whose shares are traded on The New York Stock Exchange under the symbol “HAE.” For additional information about us and Haemonetics, see Section 9 — “Certain Information Concerning Haemonetics and Acquisition Corp.” of this Offer to Purchase.

Tendering stockholders whose Shares are registered in their own names and who tender directly to the Depository (as defined below) will not be obligated to pay brokerage fees or commissions in connection with our purchase of Shares pursuant to the Offer. Stockholders who hold their Shares through banks, brokers or other nominees should check with such institutions as to whether they charge any service fees. You are required to pay any stock transfer taxes with respect to the transfer and sale of Shares to us in the Offer, as described in Instruction 6 of the Letter of Transmittal. We will pay all fees and expenses of Computershare Trust Company, N.A., which is acting as the Depository (the “Depository”), and D. F. King & Co., Inc., which is acting as the Information Agent (the “Information Agent”), incurred in connection with the Offer. See Section 16 — “Fees and Expenses” of this Offer to Purchase.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of January 31, 2010 (the “Merger Agreement”), by and among Haemonetics, us and Global Med, pursuant to which, following the consummation of the Offer and the satisfaction or waiver of certain conditions, we will be merged with and into Global Med, with the surviving entity, Global Med, becoming a direct wholly-owned subsidiary of Haemonetics (the “Merger”). At the effective time of the Merger (the “Effective Time”), each outstanding Common Share (other than Common Shares owned by us, Haemonetics, any controlled subsidiary of Haemonetics or Global Med or by stockholders, if any, who are entitled to and properly exercise dissenters’ rights under Colorado law) will be converted into the right to receive the Common Stock Offer Price in cash, without interest thereon. Each outstanding Preferred Share (other than Preferred Shares owned by us, Haemonetics, any wholly-owned subsidiary of Haemonetics or Global Med or by stockholders, if any, who are entitled to and properly exercise dissenters’ rights under Colorado law) will be converted into the right to receive the Preferred Stock Offer Price in cash, without interest thereon. Stockholders who validly exercise and perfect dissenters’ rights under Colorado law will receive a judicially determined fair value for their Shares, which value could be more or less than the consideration to be paid in the Merger.

The Merger Agreement is more fully described in Section 12 — “Purpose of the Offer; the Merger Agreement; Plans for Global Med” of this Offer to Purchase.

**At a meeting held on January 31, 2010, the board of directors of Global Med (including all of the members of the special committee of the board of directors) (1) (i) determined that the Merger Agreement, the Offer and the Merger (each as defined herein) are advisable and in the best interests of**

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**Global Med stockholders, (ii) approved the Offer and the Merger in accordance with the Colorado Business Corporation Act (the “CBCA”) and the Colorado Corporations and Associations Act (the “CAA”), and (iii) adopted the Merger Agreement and (2) recommended that the stockholders of Global Med accept the Offer and tender their Common Shares and Preferred Shares in the Offer, and if required by applicable law, adopt and approve the Merger Agreement and approve the Merger.** The factors considered by the board of directors of Global Med in arriving at its decision to approve the Merger Agreement, the Offer and the Merger and to recommend that stockholders of Global Med accept the Offer and tender their Shares pursuant to the Offer will be described in Global Med’s Solicitation/Recommendation Statement on Schedule 14D-9 (the “Schedule 14D-9”), which will be filed with the Securities and Exchange Commission (the “SEC”) and will be mailed to stockholders of Global Med.

Our payment for shares under the Offer is conditioned upon, among other things, there being validly tendered and not withdrawn prior to the expiration of the Offer: (1) that number of Common Shares which, when added to any Common Shares already owned by Haemonetics, us or any other controlled subsidiary of Haemonetics, represents a majority of the outstanding Common Shares on a “fully diluted basis” (where on a “fully diluted basis” means the sum of the following: (i) the number of Common Shares outstanding, (ii) the number of Common Shares issuable upon the conversion of all outstanding Preferred Shares (but excluding any Preferred Shares owned by Haemonetics, us or any other controlled subsidiaries or validly tendered in the Offer and not withdrawn), and (iii) the number of Common Shares issuable pursuant to warrants, options or other outstanding obligations of Global Med) upon the expiration of the Offer, and (2) Preferred Shares which, when added to any Preferred Shares already owned by Haemonetics, us or any other controlled subsidiaries, represents at least a majority of the total number of outstanding Preferred Shares upon the expiration of the Offer. We refer to such conditions together as the “Minimum Condition.” The Offer is also subject to certain other conditions, which are described in Section 14 — “Certain Conditions of the Offer” of this Offer to Purchase.

Consummation of the Merger is subject to a number of conditions, including: (1) adoption and approval by the holders of the Common Shares and the Preferred Shares of the Merger Agreement and the Merger, if such adoption and approval is required under Global Med’s amended and restated articles of incorporation or applicable law; (2) we shall have accepted Shares tendered pursuant to the Offer for payment; (3) all required regulatory approvals shall have been obtained and all statutory waiting periods applicable to the Merger shall have expired or been terminated; (4) no injunction shall have been issued by any court or agency of competent jurisdiction or other legal restraint preventing the consummation of the Merger shall be in effect; and (5) no law shall have been enacted or deemed applicable to the Merger which prohibits, or makes illegal, the consummation of the Merger.

In the event we acquire 90% or more of the outstanding Common Shares and 90% or more of the outstanding Preferred Shares pursuant to the Offer or otherwise, we will be able to merge with and into Global Med pursuant to the “short-form” merger provisions of the CBCA. The short-form merger will not require the approval of any remaining stockholders of Global Med. However, we would be required to give ten days’ prior notice to the then remaining stockholders of Global Med. If we are able to consummate the Merger pursuant to these provisions of the CBCA, the closing of the Merger would take place as soon as practicable after the expiration of this ten-day notice period, without any approval of the then remaining stockholders of Global Med.

Further, in order to facilitate a short-form merger following the completion of the Offer, Global Med has agreed to grant us an irrevocable option (the “Top-Up Option”) to purchase at a price per share equal to the Common Stock Offer Price up to that number of newly issued Common Shares (the “Top-Up Option Shares”) equal to the lesser of (1) the number of Common Shares that, when added to the number of Common Shares owned by us as of immediately prior to the exercise of the Top-Up Option, constitutes one share more than 90% of the number of Common Shares then outstanding on a fully diluted basis, taking into account those Common Shares issued upon the exercise of the Top-Up Option, and (2) the number of Common Shares that Global Med is authorized to issue under its articles of incorporation but that are not issued and outstanding (and are not otherwise reserved for issuance, including pursuant to the exercise of then exercisable stock options or warrants or the conversion of Preferred Shares not held directly or indirectly by Haemonetics) as of immediately prior to the exercise of the Top-Up Option. However, the Top-Up Option may not be exercised unless, following the time we accept Common Shares tendered in the Offer (the “Acceptance Date”) or after a subsequent offering period, 80% or more of the then outstanding Common Shares are directly or indirectly owned by us and Haemonetics. See

Section 12 — “Purpose of the Offer; the Merger Agreement; Plans for Global Med — The Merger Agreement,” “— Top-Up Option” and “— ‘Short-Form’ Merger Procedure” of this Offer to Purchase.

Global Med has informed us that, as of February 18, 2010, (1) 38,160,594 shares of Common Stock were issued and outstanding, (2) 6,420,271 shares of Common Stock were issuable upon the exercise of outstanding options, (3) 10,072,292 shares of Common Stock were issuable upon exercise of outstanding warrants and (4) 3,960 Preferred Shares were issued and outstanding. Based upon the foregoing, the Minimum Condition would be satisfied if (1) at least 30,076,579 Common Shares are validly tendered and not validly withdrawn prior to the expiration of the Offer, assuming that all outstanding options and warrants as of February 18, 2010 are fully vested and are exercised, all of the Preferred Shares are not tendered in the Offer and are converted into Common Shares and all Common Shares issuable pursuant to all other outstanding obligations of Global Med are issued, and (2) at least 1,981 Preferred Shares are validly tendered and not validly withdrawn prior to the expiration of the Offer, representing a majority of the outstanding Preferred Shares as of February 18, 2010. The actual number of Common Shares required to be tendered to satisfy the Minimum Condition will depend upon the actual number of Common Shares that are outstanding, the number of options, warrants and other obligations outstanding and the number of Preferred Shares not tendered in the Offer, each as of the time of the expiration of the Offer. If the Minimum Condition is satisfied, and we accept for payment Shares tendered pursuant to the Offer, we will be entitled to designate a number of directors to the board of directors of Global Med as will give us representation thereon equal to at least that number of directors, rounded up to the next whole number, which is the product of (1) the total number of directors on the Global Med board of directors (giving effect to the directors elected pursuant to this sentence) multiplied by (2) the percentage that (i) such number of Shares so accepted for payment and paid for by us plus the number of Shares otherwise owned by Haemonetics, us or any other subsidiary of Haemonetics bears to (ii) the total number of Shares outstanding (on an as-converted basis with respect to Preferred Shares without regard to any limitations on conversion), and Global Med will, at such time, cause our designees to be so elected. See Section 12 — “Purpose of the Offer; the Merger Agreement; Plans for Global Med — The Merger Agreement,” “— Board of Directors” and Section 14 — “Certain Conditions of the Offer” of this Offer to Purchase.

We and Haemonetics have entered into Tender and Support Agreements with the following officers, directors and stockholders of Global Med: Michael I. Ruxin, Thomas F. Marcinek and Victory Park Special Situations Master Fund Ltd. These agreements provide, among other things, that these persons will tender their Shares in the Offer. The stockholders may only withdraw their Shares from the Offer if the applicable Tender and Support Agreement is terminated in accordance with its terms, including if the Merger Agreement is terminated. As of January 31, 2010, the parties to the Tender and Support Agreements held 6,585,548 Common Shares and 3,960 Preferred Shares which represented approximately 18% of the outstanding Common Shares and 78% of the outstanding Preferred Shares. In addition, as of January 31, 2010, the parties to the Tender and Support Agreements held options to purchase 1,500,000 Common Shares and warrants to purchase 4,125,000 Common Shares. Global Med informed us that after we announced publicly the signing of the Merger Agreement, a holder of Preferred Shares exercised its right to convert its Preferred Shares into Common Shares. As a result of this conversion, the parties to the Tender and Support Agreements hold approximately 17% of the Common Shares and 100% of the Preferred Shares outstanding on the date of this Offer to Purchase.

The Offer is made only for Shares and is not made for any stock options or warrants to acquire Shares. Holders of unexercised options to purchase Shares may exercise such options in accordance with the terms of the applicable option plan and tender some or all of the Shares issued upon such exercise. Holders of unexercised warrants to purchase Shares may exercise such warrants in accordance with the terms of the applicable warrant agreement and tender some or all of the Shares issued upon such exercise. See Section 12 — “Purpose of the Offer; the Merger Agreement; Plans for Global Med — Stock Options” and “— Warrants” of this Offer to Purchase. The tax consequences to holders of options and warrants of exercising those securities are not described under Section 5 — “Certain U.S. Federal Income Tax Consequences” of this Offer to Purchase.

Certain material U.S. federal income tax consequences of the sale of Shares pursuant to the Offer and the conversion of Shares pursuant to the Merger are described in Section 5 — “Certain U.S. Federal Income Tax Consequences” of this Offer to Purchase.

**This Offer to Purchase and the related Letters of Transmittal contain important information and you should read them carefully and in their entirety before you make any decision with respect to the Offer.**

## THE TENDER OFFER

### 1. Terms of the Offer

Upon the terms and subject to the conditions of the Offer, we will accept for payment and pay \$1.22 per Common Share and \$1,694.44 per Preferred Share, in each case, net to the seller in cash, without interest thereon, for all such Shares validly tendered prior to the Expiration Date and not theretofore validly withdrawn. The term "Expiration Date" means 12:00 midnight, Boston, Massachusetts time, on March 18, 2010, unless and until we have extended the period of time during which the Offer is open in accordance with the terms of the Merger Agreement or as may be required by law or the interpretations or positions of the SEC, in which event the term "Expiration Date" shall mean the latest time and date at which the Offer, as so extended, may expire.

Our ability to extend the Offer is subject to the terms of the Merger Agreement and applicable law. If on the then scheduled expiration date of the Offer, any condition to the Offer has not been satisfied or waived by us, we may extend the Offer from time to time through June 30, 2010. Further, we are required to extend the Offer:

- As may be required by applicable laws or interpretations or positions of the SEC or its staff.
- In consecutive increments of up to five business days each until the earlier of (i) expiration or termination of any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), or any material applicable foreign antitrust statutes or regulations applicable to the Offer or the Merger, or the resolution of any suit or proceeding by any governmental authority which could result in any legal restraint or prohibition deemed applicable to the Merger or enforced by any governmental authority requiring Haemonetics or Global Med to divest assets or a line of business or to take or refrain from taking other actions (a "Pending Matter"), and (ii) June 30, 2010, unless all the other conditions to the Offer have been satisfied or waived by us except for the Pending Matter in which case we will extend the Offer further, if necessary, but in no case later than August 15, 2010.

Such extension of the Offer will be effected by giving oral or written notice of the extension to the Depositary and publicly announcing such extension by issuing a press release no later than 9:00 a.m., Boston, Massachusetts time, on the next business day after the Expiration Date. See Section 14 — "Certain Conditions of the Offer" of this Offer to Purchase for additional information about the conditions to the Offer.

If, at the Expiration Date of the Offer, all of the conditions to the Offer have been satisfied or waived, we may elect to provide a "subsequent offering period" of at least three business days in accordance with Rule 14d-11 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). A subsequent offering period would be an additional period of time, following the expiration of the Offer and the purchase of Shares in the Offer, during which stockholders may tender Shares not tendered in the Offer and receive the same per share amount paid in the Offer. During a subsequent offering period, we will immediately accept and promptly pay for Shares as they are tendered and tendering stockholders will not have withdrawal rights. We cannot elect to provide a subsequent offering period unless we announce the results of the Offer, including the approximate number and percentage of Shares deposited in the Offer to date, no later than 9:00 a.m., Boston, Massachusetts time, on the next business day after the Expiration Date and immediately begin the subsequent offering period. **We do not currently intend to provide a subsequent offering period, although we reserve the right to do so in our sole discretion.**

**Under no circumstances will interest be paid on the purchase price for tendered Shares, regardless of any extension of or amendment to the Offer or any delay in paying for such Shares.**

Subject to the next sentence, we may, at any time and from time to time, waive any condition to the Offer, by giving oral or written notice of such waiver to the Depositary. Without the prior written consent of Global Med, we will not:

- Decrease the Common Stock Offer Price or Preferred Stock Offer Price.
- Change the form of consideration payable in the Offer.
- Waive or amend the Minimum Condition.

- Decrease the number of Shares sought to be purchased by us pursuant to the Offer.
- Impose additional conditions to the Offer or amend any other term of the Offer in any manner adverse to the holders of Shares.

If by 12:00 midnight, Boston, Massachusetts time, on the Expiration Date, any or all of the conditions to the Offer have not been satisfied or waived, subject to the terms of the Merger Agreement and the applicable rules and regulations of the SEC, we may:

- Terminate the Offer and not accept for payment or pay for any Shares and return all tendered Shares to tendering stockholders.
- Waive all the unsatisfied conditions (except the Minimum Condition) and accept for payment and pay for all Shares validly tendered prior to the Expiration Date and not validly withdrawn.
- Except as set forth above, extend the Offer and, subject to the right of stockholders to withdraw Shares until the Expiration Date, retain the Shares that have been tendered during the period or periods for which the Offer is extended.
- Except as set forth above, amend the Offer.

Any extension, waiver, amendment or termination will be followed as promptly as practicable by public announcement thereof consistent with the requirements of the SEC. An announcement in the case of an extension will be made no later than 9:00 a.m., Boston, Massachusetts time, on the next business day after the previously scheduled Expiration Date, subject to applicable law (including Rules 14d-4(d) and 14d-6(c) under the Exchange Act, which require that material changes be promptly disseminated to holders of Shares). Without limiting our obligation under such rules or the manner in which we may choose to make any public announcement, we currently intend to make announcements by issuing press releases.

If we make a material change in the terms of the Offer or the information concerning the Offer or waive a material condition of the Offer, we will disseminate additional tender offer materials and extend the Offer to the extent required by Rules 14d-4(d), 14d-6(c) and 14e-1 under the Exchange Act. The minimum period during which an offer must remain open following material changes in the terms of such offer or information concerning such offer, other than a change in price or a change in the percentage of securities sought, will depend upon the facts and circumstances then existing, including the relative materiality of the changed terms or information. We understand the SEC's view to be that an offer should remain open for a minimum of five business days from the date a material change is first published, sent or given to security holders and, if material changes are made with respect to information not materially less significant than the offer price and the number of shares being sought, a minimum of ten business days may be required to allow adequate dissemination and investor response. A change in price or a change in percentage of securities sought generally requires an offer remain open for a minimum of ten business days from the date the change is first published, sent or given to security holders. The requirement to extend an offer does not apply to the extent that the number of business days remaining between the occurrence of the change and the then scheduled expiration date equals or exceeds the minimum extension period that would be required because of such amendment. As used in this Offer to Purchase, "business day" has the meaning set forth in Rule 14d-1(g)(3) under the Exchange Act.

As described above, we may, subject to certain conditions, elect to provide a subsequent offering period. In the event we elect to provide a subsequent offering period, we will announce and begin the subsequent offering period in the notice announcing the results of the Offer that is issued no later than 9:00 a.m., Boston, Massachusetts time, on the next business day after the Expiration Date.

Global Med has provided us with Global Med's stockholder lists and security position listings for the purpose of disseminating the Offer to holders of Shares. This Offer to Purchase, the related Letters of Transmittal and other relevant materials will be mailed to record holders of Shares and will be furnished to brokers, dealers, banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder lists, or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

**2. Procedures for Tendering Shares**

*Valid Tender:* A stockholder must follow one of the following procedures to validly tender Shares pursuant to the Offer:

- For Shares held as physical certificates, the certificates for tendered Shares, a Letter of Transmittal properly completed and duly executed, any required signature guarantees and any other required documents, must be received by the Depository at its address set forth on the back cover of this Offer to Purchase prior to the Expiration Date.
- For Shares held in book-entry form, either a Letter of Transmittal, properly completed and duly executed, and any required signature guarantees, or an Agent's Message (as defined below), and any other required documents, must be received by the Depository at its address set forth on the back cover of this Offer to Purchase, and such Shares must be delivered pursuant to the book-entry transfer procedures described below under "Book-Entry Transfer" and a Book-Entry Confirmation (as defined below) must be received by the Depository, in each case prior to the Expiration Date.
- The tendering stockholder must comply with the guaranteed delivery procedures described below under "Guaranteed Delivery" prior to the Expiration Date.

The valid tender of Shares pursuant to one of the procedures described above will constitute a binding agreement between the tendering stockholder and us upon the terms and subject to the conditions of the Offer.

**The method of delivery of Shares, the Letter of Transmittal and all other required documents, including delivery through the Book-Entry Transfer Facility (as defined below), is at the election and risk of the tendering stockholder. Shares and other required materials will be deemed delivered only when actually received by the Depository (including, in the case of a book-entry transfer of Shares, by Book-Entry Confirmation). If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.**

*Book-Entry Transfer.* The Depository will establish an account with respect to the Shares at The Depository Trust Company (the "Book-Entry Transfer Facility") for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant of the Book-Entry Transfer Facility's system may make book-entry delivery of Shares by causing the Book-Entry Transfer Facility to transfer such Shares into the Depository's account in accordance with the Book-Entry Transfer Facility's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer into the Depository's account at the Book-Entry Transfer Facility, the Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an Agent's Message, and any other required documents, must be received by the Depository at its address set forth on the back cover of this Offer to Purchase prior to the Expiration Date for a valid tender of Shares by book-entry. The confirmation of a book-entry transfer of Shares into the Depository's account at the Book-Entry Transfer Facility as described above is referred to herein as a "Book-Entry Confirmation." **Delivery of documents to the Book-Entry Transfer Facility in accordance with the Book-Entry Transfer Facility's procedures does not constitute delivery to the Depository.**

The term "Agent's Message" means a message, transmitted by the Book-Entry Transfer Facility to, and received by, the Depository and forming a part of a Book-Entry Confirmation, which states that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in the Book-Entry Transfer Facility tendering the Shares that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that we may enforce such agreement against the participant.

*Signature Guarantees.* No signature guarantee is required on the Letter of Transmittal:

- If the Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Section 2, includes any participant in the Book-Entry Transfer Facility's system whose name appears on a security position listing as the owner of the Shares) of Shares tendered therewith and such registered holder has not completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the Letter of Transmittal.

- If Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a participant in the Security Transfer Agent Medallion Signature Program or other “eligible guarantor institution,” as such term is defined in Rule 17Ad-15 under the Exchange Act (each, an “Eligible Institution” and, collectively, “Eligible Institutions”).

In all other cases, all signatures on the Letter of Transmittal must be guaranteed by an Eligible Institution. See Instructions 1 and 5 to the Letter of Transmittal. If the certificates for Shares are registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made or certificates for Shares not tendered or not accepted for payment are to be returned to a person other than the registered holder of the certificates surrendered, the tendered certificates must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name or names of the registered holders or owners appear on the certificates, with the signatures on the certificates or stock powers guaranteed by an Eligible Institution as provided in the Letter of Transmittal. See Instructions 1 and 5 to the Letter of Transmittal.

*Guaranteed Delivery.* If a stockholder desires to tender Shares pursuant to the Offer and such stockholder’s certificates for Shares are not immediately available or the book-entry transfer procedures cannot be completed on a timely basis or time will not permit all required documents to reach the Depository prior to the Expiration Date, such stockholder’s tender may be effected if all the following conditions are met:

- Such tender is made by or through an Eligible Institution.
- A properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by us (the “Notice of Guaranteed Delivery”), is received by the Depository at its address set forth on the back cover of this Offer to Purchase prior to the Expiration Date.
- Either (1) the certificates for tendered Shares together with a Letter of Transmittal, properly completed and duly executed, any required signature guarantees and any other required documents are received by the Depository at its address set forth on the back cover of this Offer to Purchase within three trading days after the date of execution of such Notice of Guaranteed Delivery; or (2) in the case of a book-entry transfer effected pursuant to the book-entry transfer procedures described above under “Book-Entry Transfer,” either a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an Agent’s Message, and any other required documents are received by the Depository at its address set forth on the back cover of this Offer to Purchase, such Shares are delivered pursuant to the book-entry transfer procedures described above and a Book-Entry Confirmation is received by the Depository, in each case within three trading days after the date of execution of such Notice of Guaranteed Delivery. A “trading day” is any day on which quotations are available for shares quoted on the OTC Bulletin Board.

The Notice of Guaranteed Delivery may be delivered or transmitted by telegram, facsimile transmission or mail to the Depository and must include a guarantee by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery. During a subsequent offering period, if any, for Shares to be validly tendered, the Depository must receive the required documents and certificates as set forth in the related Letter of Transmittal. Stockholders will not be permitted to tender Shares by means of guaranteed delivery during a subsequent offering period.

*Other Requirements.* Payment for Shares accepted for payment in the Offer will be made only after timely receipt by the Depository of:

- Share certificates (or a timely Book-Entry Confirmation).
- Properly completed and duly executed Letter of Transmittal (or a facsimile thereof), with any required signature guarantees (or, in the case of a book-entry transfer, an Agent’s Message in lieu of a Letter of Transmittal).
- Any other documents required by the Letter of Transmittal.

Accordingly, tendering stockholders may be paid at different times depending upon when Share certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depository. Under no circumstances will interest be paid on the Common Stock Offer Price or the Preferred Stock Offer Price for the Common Shares or the Preferred Shares, respectively, regardless of any extension of the Offer or any delay in making payment.

*Appointment as Proxy.* By executing a Letter of Transmittal (or, in the case of a book-entry transfer, by delivery of an Agent's Message, in lieu of a Letter of Transmittal), a tendering stockholder will irrevocably appoint our designees as such stockholder's agents and attorneys-in-fact and proxies in the manner set forth in the Letter of Transmittal, each with full power of substitution, to the full extent of such stockholder's rights with respect to the Shares tendered by such stockholder and accepted for payment and with respect to any and all other Shares or other securities or rights issued or issuable in respect of such Shares on or after the date of this Offer to Purchase. All such proxies will be considered coupled with an interest in the tendered Shares. Such appointment will be effective when, and only to the extent that, we accept for payment Shares tendered by such stockholder as provided herein. Upon the effectiveness of such appointment, all prior powers of attorney, proxies and consents given by such stockholder with respect to such Shares or other securities or rights will, without further action, be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given (and, if given, will not be deemed effective). Our designees will thereby be empowered to exercise all voting and other rights with respect to such Shares and other securities or rights, including, without limitation, in respect of any special meeting in connection with the Merger and, to the extent permitted by applicable law and Global Med's amended and restated articles of incorporation and bylaws, any other annual, special or adjourned meeting of Global Med's stockholders, actions by written consent in lieu of any such meeting or otherwise, as they in their sole discretion deem proper. We reserve the right to require that, in order for Shares to be deemed validly tendered, immediately upon our acceptance for payment of such Shares, we be able to exercise full voting, consent and other rights with respect to such Shares and other securities or rights, including voting at any meeting of stockholders. The Offer does not constitute a solicitation of proxies, absent a purchase of Shares, for any meeting of Global Med stockholders.

*Determination of Validity.* All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tender of Shares, including questions as to the proper completion or execution of any Letter of Transmittal (or facsimile thereof), Notice of Guaranteed Delivery or other required documents and as to the proper form for transfer of any certificate of Shares, shall be determined by us in our sole discretion, which determination will be final and binding. We reserve the absolute right to reject any or all tenders determined by us not to be in proper or complete form or the acceptance for payment of or payment for which may, in our opinion, be unlawful. We also reserve the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects or irregularities relating thereto have been cured or waived. Neither we nor any of Haemonetics, Global Med, the Depository, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. Our interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto and any other related documents thereto) will be final and binding. No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased.

*Backup Withholding.* In order to avoid "backup withholding" of U.S. federal income tax on payments of cash pursuant to the Offer, a stockholder surrendering Shares in the Offer must, unless an exemption applies, provide the Depository with such stockholder's correct taxpayer identification number on a Form W-9, certify under penalties of perjury that such taxpayer identification number is correct and provide certain other certifications. If a stockholder does not provide such stockholder's correct taxpayer identification number or fails to provide the required certifications, the Internal Revenue Service (the "IRS") may impose a penalty on such stockholder, and payment of cash to such stockholder pursuant to the Offer may be subject to backup withholding. All stockholders surrendering Shares pursuant to the Offer should complete and sign the Form W-9 included as part of the Letter of Transmittal to provide the information and certification necessary to avoid backup withholding (unless an applicable exemption exists and is proved in a manner satisfactory to



us and the Depositary). Certain stockholders (including, among others, all corporations and certain foreign individuals and entities) are not subject to backup withholding. Foreign stockholders should complete and sign an appropriate Form W-8 (instead of a Form W-9) in order to avoid backup withholding. The various IRS Forms W-8 may be obtained from the IRS's website, at <http://www.irs.gov/>. See Instruction 9 to the Letter of Transmittal.

*Tender Constitutes Binding Agreement.* Our acceptance for payment of Shares validly tendered according to any of the procedures described above and in the Instructions to the Letter of Transmittal will constitute a binding agreement between the tendering stockholder and us upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms and conditions of such extension or amendment).

### 3. Withdrawal Rights

Except as otherwise provided in this Section 3, tenders of Shares are irrevocable.

Shares tendered pursuant to the Offer may be withdrawn in accordance with the procedures set forth below at any time prior to the Expiration Date and, unless previously accepted and paid for pursuant to the Offer, at any time after April 20, 2010.

For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Depositary at its address set forth on the back cover of this Offer to Purchase and must specify the name of the person having tendered the Shares to be withdrawn, the number and type of Shares to be withdrawn and the name of the registered holder of the Shares to be withdrawn, if different from the name of the person who tendered the Shares. If certificates for Shares have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such certificates, the serial numbers shown on such certificates must be submitted to the Depositary and, unless such Shares have been tendered by an Eligible Institution, any and all signatures on the notice of withdrawal must be guaranteed by an Eligible Institution. If Shares have been tendered pursuant to the book-entry transfer procedures described in Section 2 — "Procedures for Tendering Shares" of this Offer to Purchase, any notice of withdrawal must also specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares and otherwise comply with the Book-Entry Transfer Facility's procedures. Withdrawals of tenders of Shares may not be rescinded, and any Shares validly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered by following one of the procedures described in Section 2 — "Procedures for Tendering Shares" of this Offer to Purchase at any time prior to the Expiration Date.

No withdrawal rights will apply to Shares tendered in a subsequent offering period, if any, under Rule 14d-11 of the Exchange Act, and no withdrawal rights apply during a subsequent offering period under Rule 14d-11 with respect to Shares tendered in the Offer and previously accepted for payment. See Section 1 — "Terms of the Offer" of this Offer to Purchase.

We will determine in our sole discretion all questions as to the form and validity (including time of receipt) of any notice of withdrawal, which determination will be final and binding. Neither we nor any of Haemonetics, Global Med, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

**The method for delivery of any documents related to a withdrawal is at the risk of the withdrawing stockholder. Any documents related to a withdrawal will be deemed delivered only when actually received by the Depositary. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.**

### 4. Acceptance for Payment and Payment for Shares

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), and provided that the Offer has not been terminated as described in Section 1 — "Terms of the Offer" of this Offer to Purchase, we will accept for payment and promptly pay for all Shares validly tendered prior to the Expiration Date and not validly withdrawn in accordance with Section 3 — "Withdrawal Rights" of this Offer to Purchase. If we provide a subsequent offering period, we will

immediately accept and promptly pay for Shares as they are tendered during the subsequent offering period. Subject to the terms of the Merger Agreement, we expressly reserve the right, in our sole discretion, to delay acceptance for payment of or payment for Shares, or if other conditions to our obligations described in Section 14 — “Certain Conditions of the Offer” of this Offer to Purchase are not satisfied. Any such delays will be effected in compliance with Rule 14e-1(c) under the Exchange Act (relating to a bidder’s obligation to pay for or return tendered securities promptly after the termination or withdrawal of such bidder’s offer). If we are delayed in our acceptance for payment of or payment for Shares or are unable to accept for payment or pay for Shares pursuant to the Offer, then, without prejudice to our rights under the Offer (but subject to compliance with Rule 14e-1(c) under the Exchange Act), the Depositary may, nevertheless, on our behalf, retain tendered Shares, and such Shares may not be withdrawn except to the extent tendering stockholders are entitled to do so as described in Section 3 — “Withdrawal Rights” of this Offer to Purchase.

In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of:

- The certificates for such Shares, together with a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees.
- In the case of a transfer effected pursuant to the book-entry transfer procedures described in Section 2 — “Procedures for Tendering Shares” of this Offer to Purchase, a Book-Entry Confirmation and either a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an Agent’s Message, as described in Section 2 — “Procedures for Tendering Shares” of this Offer to Purchase.
- Any other documents required by the Letter of Transmittal.

The amount paid to any holder of Shares tendered in the Offer will be the highest per Common Share or per Preferred Share consideration, as applicable, paid to any other holder of Common Shares or Preferred Shares, respectively, for such Shares that are tendered in the Offer.

For purposes of the Offer, we will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered to us and not validly withdrawn as, if and when we give oral or written notice to the Depositary of our acceptance for payment of such Shares. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary, which will act as an agent for tendering stockholders for the purpose of receiving payment and transmitting payment to tendering stockholders whose Shares have been accepted for payment. **Under no circumstances will interest be paid on the purchase price for tendered Shares, regardless of any extension of or amendment to the Offer or any delay in paying for such Shares.**

If any tendered Shares are not accepted for payment pursuant to the terms and conditions of the Offer for any reason, as promptly as practicable after the expiration or termination of the Offer, the certificates representing unpurchased Shares will be returned (and, if certificates are submitted for more Shares than are tendered, new certificates for the Shares not tendered will be sent) in each case without expense to the tendering stockholder (or, in the case of Shares delivered by book-entry transfer into the Depositary’s account at the Book-Entry Transfer Facility pursuant to the procedures described in Section 2 — “Procedures for Tendering Shares” of this Offer to Purchase, the Depositary will notify the Book-Entry Transfer Facility of our decision not to accept the Shares and such Shares will be credited to an account maintained at the Book-Entry Transfer Facility).

We reserve the right to transfer or assign, in whole or from time to time in part, to Haemonetics, or to one or more direct or indirect wholly-owned subsidiaries of Haemonetics, the right to purchase Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve us of our obligations under the Offer and will in no way prejudice the rights of tendering stockholders to receive payment for Shares validly tendered and accepted for payment pursuant to the Offer.

#### **5. Certain U.S. Federal Income Tax Consequences**

The following is a general summary of certain U.S. federal income tax consequences relevant to a stockholder whose Shares are (1) tendered and purchased for cash pursuant to the Offer or (2) converted to cash in the Merger. This discussion is for general information only and does not purport to consider all aspects of United States federal income taxation that may be relevant to stockholders. The summary is based on the current provisions of the

Internal Revenue Code of 1986, as amended (the “Code”), regulations issued thereunder, judicial decisions and administrative rulings, all of which are subject to change, possibly with retroactive effect. **The tax consequences to any particular stockholder may differ depending on that stockholder’s own circumstances and tax position.** For example, the following general summary may not be applicable with respect to Shares received pursuant to the exercise of employee stock options or otherwise as compensation or with respect to holders of Shares who are subject to special tax treatment under the Code such as life insurance companies, tax-exempt organizations, financial institutions, S corporations, partnerships and other pass-through entities, trusts, shareholders liable for the alternative minimum tax, dealers in securities or currencies, traders who elect to apply a mark-to-market method of accounting, U.S. expatriates and persons who are holding Shares as part of a straddle, conversion, constructive sale, hedge or hedging or other integrated transaction. If a partnership holds Shares, the tax treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. If you are a partnership or a partner in a partnership holding Shares, you should consult your tax advisors. This discussion assumes that the Shares are held as “capital assets” within the meaning of Section 1221 of the Code. This discussion does not address estate or gift tax or the consequences of the transactions described herein under the tax laws of any state, local or foreign jurisdiction. **Stockholders are urged to consult their own tax advisors to determine the particular tax consequences to them (including the application and effect of any state, local or foreign income and other tax laws) of the Offer and the Merger.**

*U.S. Stockholders.* The following is applicable to stockholders that are United States persons for U.S. federal income tax purposes (“U.S. Stockholders”). U.S. Stockholders include stockholders that are citizens or residents of the United States, corporations created or organized under the laws of the United States or any political subdivision thereof, certain trusts which have a valid election to be treated as a United States person, or whose administration is subject to the primary supervision of a United States court and which have one or more United States persons who have authority to control all of their substantial decisions, and estates that are subject to United States federal income taxation regardless of the source of their income.

The receipt of cash pursuant to the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes.

Generally, for U.S. federal income tax purposes, a tendering stockholder or a stockholder who receives cash in exchange for Shares in the Merger will recognize gain or loss equal to the difference between the amount of cash received by the stockholder pursuant to the Offer or Merger and the adjusted tax basis in the Shares tendered by the stockholder and purchased pursuant to the Offer or converted into cash in the Merger, as the case may be. Gain or loss will be calculated separately for each block of Shares tendered and purchased pursuant to the Offer or converted into cash in the Merger, as the case may be. Any gain or loss recognized by such stockholder will be capital gain or loss. Any capital gain or loss will be long-term capital gain or loss if such stockholder’s holding period for the Shares exceeds one year. In the case of non-corporate stockholders, long-term capital gains are currently eligible for reduced rates of taxation. A non-corporate stockholder may only use capital losses to offset capital gains and up to \$3,000 of ordinary income in a taxable year. Corporate stockholders may only use capital losses to offset capital gains.

*Non-U.S. Stockholders.* The following is applicable to stockholders that are not U.S. Stockholders (such stockholders, “Non-U.S. Stockholders”).

Any gain realized on the receipt of cash pursuant to the Offer or the Merger by a Non-U.S. Stockholder generally will not be subject to United States federal income tax unless:

- The gain is effectively connected with a trade or business of the Non-U.S. Stockholder in the United States (or, if required by an applicable income tax treaty, is attributable to a United States permanent establishment of the Non-U.S. Stockholder).
- In the case of a non-resident alien individual, the individual is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met.

An individual Non-U.S. Stockholder described in the first bullet point above generally will be subject to United States federal income tax on the net gain derived from the Offer or the Merger under regular graduated U.S. federal income tax rates. If a Non-U.S. Stockholder that is a foreign corporation falls under the first bullet point above, it generally will be subject to tax on its net gain in the same manner as if it were a

U.S. corporation and, in addition, may be subject to a branch profits tax equal to 30% of its effectively connected income (or at such lower rate as may be specified by an applicable income tax treaty). An individual Non-U.S. Stockholder described in the second bullet point immediately above will be subject to a flat 30% tax (or at such lower rate as may be specified by an applicable income tax treaty) on the gain derived from the Offer or the Merger, which may be offset by U.S. source capital losses, even though the individual is not considered a resident of the United States.

**Backup Withholding.** A stockholder (other than certain exempt stockholders including, among others, all corporations) that tenders Shares or receives cash for its Shares in the Merger may be subject to a 28% backup withholding tax, unless the stockholder provides its taxpayer identification number and certifies that such number is correct, provides certain other certifications, and otherwise complies with the applicable requirements of the backup withholding rules. A stockholder that does not furnish a required taxpayer identification number or that does not otherwise establish a basis for an exemption from backup withholding may also be subject to a penalty imposed by the IRS. See "Backup Withholding" under Section 2 — "Procedures for Tendering Shares." Each U.S. stockholder should complete and sign the Form W-9 included as part of the Letter of Transmittal so as to provide the information and certification necessary to avoid backup withholding. Non-U.S. stockholders should complete the appropriate Form W-8. See Instruction 9 to the Letter of Transmittal.

If backup withholding applies to a stockholder, the Depository is required to withhold 28% from payments to such stockholder and the IRS may impose a penalty on such stockholder. Backup withholding is not an additional tax. Rather, the amount of the backup withholding can be credited against the U.S. federal income tax liability of the person subject to the backup withholding, provided that the required information is given to the IRS. If backup withholding results in an overpayment of tax, a refund can be obtained by the stockholder by filing a U.S. federal income tax return.

#### 6. Price Range of the Shares; Dividends on the Shares

The Common Shares are quoted on the OTC Bulletin Board under the symbol "GLOB." The following table sets forth the range of high and low sales prices for the Common Shares for each quarterly period in the following fiscal years:

	<u>High</u>	<u>Low</u>
<b>Fiscal Year Ended December 31, 2008:</b>		
First Quarter	\$ 1.31	\$ 0.79
Second quarter	1.60	1.05
Third Quarter	1.50	1.00
Fourth Quarter	1.30	0.56
<b>Fiscal Year Ended December 31, 2009:</b>		
First Quarter	\$ 0.95	\$ 0.31
Second Quarter	1.01	0.43
Third Quarter	1.14	0.62
Fourth Quarter	0.95	0.68
<b>Fiscal Year Ending December 31, 2010:</b>		
First Quarter (through February 18, 2010)	\$ 1.22	\$ 0.57

On January 29, 2010, the last full trading day before the public announcement of the execution of the Merger Agreement, the last reported sales price on the OTC Bulletin Board for the Common Shares was \$0.74 per share. On February 18, 2010, the last full trading day before commencement of the Offer, the last reported sales price on the OTC Bulletin Board for the Common Shares was \$1.20 per share. **Stockholders are urged to obtain current market quotations for the Common Shares.**

There is no public trading market for the Preferred Shares.

According to its Annual Report on Form 10-K for the year ended December 31, 2008 filed with the SEC, Global Med historically has not declared or paid any cash dividends on the Common Shares and it does not intend to declare or pay any cash dividends on the Common Shares in the foreseeable future. Under the Merger Agreement, Global Med is not permitted to declare or pay dividends with respect to the Shares without the prior written consent of Haemonetics.

**7. Possible Effects of the Offer on the Market for the Shares; The OTC Bulletin Board; Exchange Act Registration**

*Market for the Shares.* The purchase of Common Shares pursuant to the Offer will reduce the number of holders of Common Shares and the number of Common Shares that might otherwise trade publicly and could adversely affect the liquidity and market value of the remaining Common Shares held by the public. There is no public trading market for the Preferred Shares.

*The OTC Bulletin Board.* If the registration of the Common Shares under the Exchange Act is terminated as described below and Global Med were to cease making filings with the SEC, the Common Shares would no longer be eligible for quotation on the OTC Bulletin Board.

*Exchange Act Registration.* The Common Shares are currently registered under the Exchange Act. Such registration may be terminated upon application of Global Med to the SEC if the Common Shares are no longer held by 300 or more holders of record. Termination of registration of the Common Shares under the Exchange Act would reduce the information required to be furnished by Global Med to its stockholders and to the SEC and would make certain provisions of the Exchange Act no longer applicable to Global Med, such as the short-swing profit-recovery provisions of Section 16(b) of the Exchange Act, the requirement of furnishing a proxy or information statement pursuant to Section 14(a) or 14(c) of the Exchange Act in connection with stockholders' meetings and the related requirement of furnishing an annual report to stockholders, and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions. Furthermore, the ability of "affiliates" of Global Med and persons holding "restricted securities" of Global Med to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended, may be impaired or eliminated. The purchase of the Common Shares pursuant to the Offer may result in the Common Shares becoming eligible for deregistration under the Exchange Act. We intend to seek to cause Global Med to apply for termination of registration of the Common Shares under the Exchange Act as soon after the completion of the Offer as the requirements for such termination are met. If registration of the Common Shares under the Exchange Act were terminated and filings ceased to be made with the SEC, the Common Shares would no longer be eligible for quotation on the OTC Bulletin Board.

**8. Certain Information Concerning Global Med**

Global Med is a Colorado corporation with its principal offices at 12600 West Colfax, Suite C-420, Lakewood, Colorado 80215. The telephone number at that location is (303) 238-2000. According to its Annual Report on Form 10-K for the year ended December 31, 2008 filed with the SEC, Global Med is an international medical software company that develops regulated and non-regulated products and services for the healthcare industry. Global Med's Common Shares are quoted on the OTC Bulletin Board under the symbol "GLOB."

*Available Information.* Global Med is subject to the informational requirements of the Exchange Act and, in accordance therewith, is required to file reports and other information with the SEC relating to its business, financial condition and other matters. Certain information as of particular dates concerning Global Med's directors and officers, their remuneration, stock options and other matters, the principal holders of Global Med's securities and any material interest of such persons in transactions with Global Med is required to be disclosed in Global Med's Annual Reports on Form 10-K and proxy statements distributed to Global Med's stockholders, each as filed with the SEC. Such reports, proxy statements and other information should be available for inspection at the public reference facilities of the SEC at 100 F Street, N.E., Washington, DC 20549. Copies of such information should be obtainable by mail, upon payment of the SEC's customary charges, by writing to the SEC's principal office at 100 F Street, N.E., Washington, DC 20549. The SEC also

maintains an Internet Web site at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC.

Except as otherwise stated in this Offer to Purchase, the information concerning Global Med contained herein has been taken from or based upon publicly available documents on file with the SEC and other publicly available information. Although we and Haemonetics do not have any knowledge that any such information is untrue, neither we nor Haemonetics take any responsibility for the accuracy or completeness of such information or for any failure by Global Med to disclose events that may have occurred and may affect the significance or accuracy of any such information.

*Certain Projected Financial Information.* Global Med's management has informed Haemonetics and us that they do not as a matter of course make public projections as to future performance, earnings or other results, and they are especially wary of making projections for extended periods due to the unpredictability of the underlying assumptions and estimates and the uncertainties in the current economy. However, in connection with Haemonetics' review of Global Med, Global Med provided Haemonetics with non-public financial forecasts in December 2009. A summary of these financial forecasts is set forth below.

#### PROJECTED FINANCIAL INFORMATION

**Fiscal Year 2009\***  
**(based on actual results for the first three quarters of 2009 and  
estimated results for the fourth quarter of 2009)**

<b>Total Revenue</b>	<b>EBITDA**</b>	<b>Net Income</b>
\$32,594,000	\$4,216,000	\$1,505,000

#### Fiscal Year 2010 Budget

<b>Total Revenue</b>	<b>EBITDA**</b>	<b>Net Income</b>
\$36,842,000	\$5,091,000	\$1,816,000

\* The projected financial information for full fiscal year 2009 as presented to Haemonetics excludes the reversal of a legal reserve in connection with the settlement of a lawsuit and related bonus expense.

\*\* Earnings before interest, taxes, depreciation and amortization.

In addition, Global Med previously provided Haemonetics with additional non-public financial projections in April 2009, which included fiscal years 2010 through 2013 (as well as budgeted amounts for 2009 that were superseded by the fiscal year 2009 information delivered in December and presented above). These financial projections were prepared by Global Med for delivery to Haemonetics, while the projected financial information set forth above was prepared for Global Med's internal use. Global Med has informed Haemonetics that the April 2009 financial projections were based on the assumption that Haemonetics would acquire Global Med and were not projections as to the financial performance of Global Med as a stand-alone business. In particular, these financial projections reflected assumptions regarding growth rates and the addition of major new customers and assumed that Global Med would no longer be subject to the costs of being a public company beginning in year 2010. These financial projections estimated total revenue, EBITDA and net income in each of 2010, 2011, 2012 and 2013, respectively, as follows: total revenue of \$39.4 million, \$49.8 million, \$54.6 million and \$57.5 million; EBITDA of \$8.2 million, \$15.0 million, \$18.1 million and \$19.8 million; and net income of \$3.0 million, \$7.8 million, \$9.7 million and \$10.7 million.

Although Haemonetics was provided with projections, neither we nor Haemonetics relied on these projections in deciding whether to enter into the Merger Agreement. Global Med has advised Haemonetics and us that the financial forecasts were not prepared with a view toward public disclosure, nor were they prepared with a view toward compliance with published guidelines of the SEC, the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of financial forecasts, or generally accepted accounting principles. In addition, Global Med has further advised Haemonetics and us

that the projections were not prepared with the assistance of or reviewed, compiled or examined by independent accountants and that the financial projections do not comply with generally accepted accounting principles. The summary of these financial forecasts is included in this Offer to Purchase because these financial forecasts were made available by Global Med to Haemonetics and us and not to influence a stockholder's decision whether to tender his or her Shares in the Offer.

These financial projections were prepared by, and are the responsibility of, Global Med's management. Inclusion of the financial projections in this Offer to Purchase shall not be deemed an admission or representation by Global Med, Haemonetics or us that they are viewed by Global Med, Haemonetics or us as material information of Global Med or Haemonetics.

All projections are forward-looking statements. These financial forecasts were based on numerous variables and assumptions that are inherently uncertain and may be beyond the control of Global Med's management. Global Med has advised Haemonetics and us that important factors that may affect actual results and result in such forecasts not being achieved include, but are not limited to, general economic conditions, irregular sales cycles, customer demand, inability to secure new customers, dependency on channel partners, fluctuations in cash flows, inability to successfully pursue and/or integrate acquisitions, competition, failure of research and development activities, failure to protect intellectual property rights, failure to comply with governmental regulations and requirements, exposure to product liability claims, dependence on key personnel, risks associated with international operations, foreign exchange risks, and the other factors described in Item 1A — "Risk Factors" of Global Med's annual report on Form 10-K for the fiscal year ended December 31, 2008 filed with the SEC. In addition, Global Med has advised Haemonetics and us that the financial forecasts may be affected by Global Med's ability to achieve strategic goals, objectives and targets over the applicable period. These assumptions upon which Global Med's management made the financial forecasts necessarily involve judgments with respect to, among other things, future economic, competitive and regulatory conditions and financial market conditions, all of which are difficult or impossible to predict accurately and many of which are beyond Global Med's control. The financial forecasts also reflect assumptions as to certain business decisions that are subject to change.

Accordingly, Global Med, Haemonetics and we cannot give assurance that the projections will be realized, and actual results may vary materially from those shown. The inclusion of these financial forecasts in this Offer to Purchase should not be regarded as an indication that any of Global Med, Haemonetics, us or their or our respective affiliates, advisors or representatives considered or consider the financial forecasts to be predictive of actual future events, and the financial forecasts should not be relied upon as such. None of Global Med, Haemonetics, us or their or our respective affiliates, advisors, officers, directors, partners or representatives can give any assurance that actual results will not differ from these financial forecasts, and neither we nor any of them undertakes any obligation to update or otherwise revise or reconcile the financial forecasts to reflect circumstances existing after the date such financial forecasts were generated or to reflect the occurrence of future events even in the event that any or all of the assumptions underlying the projections are shown to be in error. We, Haemonetics and, to the knowledge of Haemonetics and us, Global Med do not intend to make publicly available any update or other revisions to these financial forecasts. Neither we nor Haemonetics, nor any of our or its respective affiliates, advisors, officers, directors, partners or representatives have made or make any representation to any stockholder or other person regarding the ultimate performance of Global Med compared to the information contained in these financial forecasts or that forecasted results will be achieved. Global Med has made no representation to Haemonetics or us, in the Merger Agreement or otherwise, concerning these financial forecasts.

**Stockholders are cautioned not to place undue reliance on the projections included in this Offer to Purchase.**

**9. Certain Information Concerning Haemonetics and Acquisition Corp.**

*Information Concerning Haemonetics and Acquisition Corp.* Haemonetics is a Massachusetts corporation with its principal executive offices located at 400 Wood Road, Braintree, Massachusetts 02184. The telephone number at that location is (781) 848-7100. Haemonetics is a publicly-held, global healthcare

company dedicated to providing innovative blood management solutions for its customers. Together, Haemonetics' devices and consumables, information technology platforms, and consulting services deliver a suite of business solutions to help its customers improve clinical outcomes and reduce the cost of healthcare for blood collectors, hospitals, and patients around the world. Haemonetics' technologies address important medical markets: blood and plasma component collection, the surgical suite, and hospital transfusion services. Haemonetics' shares are traded on the New York Stock Exchange under the symbol "HAE."

The common stock of Haemonetics is registered under the Exchange Act and, in accordance therewith, Haemonetics is required to file reports and other information with the SEC relating to its business, financial condition and other matters. Copies of such information should be available for inspection at the public reference facilities of the SEC at 100 F Street, N.E., Washington, DC 20549. Such reports and information should also be obtainable by mail, upon payment of the SEC's customary charges, by writing to the SEC's principal office at 100 F Street, N.E., Washington, DC 20549. The SEC also maintains an Internet Web site at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC.

Acquisition Corp. is a Colorado corporation that was organized for the purpose of acquiring all of the outstanding Shares of Global Med and, to date, has engaged in no other activities other than those incidental to the Offer and the Merger Agreement. Acquisition Corp. is a direct wholly-owned subsidiary of Haemonetics. Until immediately prior to the time it purchases Shares pursuant to the Offer, it is not anticipated that Acquisition Corp. will have any significant assets or liabilities or engage in activities other than those incidental to its formation and capitalization and the transactions contemplated by the Offer. Acquisition Corp. is not subject to the informational filing requirements of the Exchange Act. The principal executive offices of Acquisition Corp. are located c/o Haemonetics at 400 Wood Road, Braintree, Massachusetts 02184. The telephone number at that location is (781) 848-7100.

The name, citizenship, business address, business telephone number and past and present principal occupations during the past five years of, and certain other information regarding, each officer and director of Haemonetics and Acquisition Corp. is set forth in Annex I to this Offer to Purchase.

Neither Haemonetics, Acquisition Corp., nor, to the best knowledge of Haemonetics and Acquisition Corp., any of the persons listed in Annex I to this Offer to Purchase has, during the past five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). Neither Haemonetics, Acquisition Corp., nor, to the best knowledge of Haemonetics and Acquisition Corp., any of the persons listed in Annex I has, during the past five years, been a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, United States federal or state securities laws, or a finding of any violation of United States federal or state securities laws.

*Past Contacts, Transactions, Negotiations and Agreements.* Except as set forth in Section 11 — "Contacts and Transactions with Global Med; Background of the Offer" of this Offer to Purchase and elsewhere in this Offer to Purchase:

- None of Haemonetics, Acquisition Corp., or, to the best knowledge of Haemonetics and Acquisition Corp., any of the persons listed in Annex I to this Offer to Purchase, or any associate or majority-owned subsidiary of any of the foregoing (1) beneficially owns or has a right to acquire any Shares or any other equity securities of Global Med; (2) has any contract, arrangement, understanding or relationship with any other person with respect to any securities of Global Med; or (3) has effected any transaction in the Shares or any other equity securities of Global Med during the past 60 days.
- During the past two years, there have not been any transactions which would be required to be disclosed under the rules and regulations of the SEC between any of Haemonetics, Acquisition Corp., or any of their respective subsidiaries, or, to the best knowledge of Haemonetics and Acquisition Corp., any of the persons listed in Annex I to this Offer to Purchase, on the one hand, and Global Med or any of its executive officers, directors or affiliates, on the other hand.



- During the past two years, there have not been any negotiations, transactions or material contacts between any of Haemonetics, Acquisition Corp., any of their respective subsidiaries or, to the best knowledge of Haemonetics and Acquisition Corp., any of the persons listed in Annex I to this Offer to Purchase, on the one hand, and Global Med or its affiliates, on the other hand, concerning any merger, consolidation, acquisition, tender offer for or other acquisition of securities of Global Med, any election of directors of Global Med, or any sale or other transfer of a material amount of assets of Global Med.

#### **10. Source and Amount of Funds**

We estimate that the total amount of funds required to purchase all outstanding Shares pursuant to the Offer and the Merger, make required payments in respect of Global Med's outstanding options and warrants and pay related fees and expenses will be approximately \$62 million.

Haemonetics will ensure that we have sufficient funds to acquire all of the outstanding Shares pursuant to the Offer and to fulfill its obligations under the Merger Agreement. Haemonetics will be able to provide us with the necessary funds. We do not have any alternative financing arrangements or plans.

As of December 26, 2009, Haemonetics had approximately \$168,993,000 in cash and cash equivalents.

The Offer is not contingent upon us or Haemonetics establishing any financing arrangements.

#### **11. Contacts and Transactions with Global Med; Background of the Offer**

Haemonetics' goal is to be the leading provider of blood management solutions for its customers. In particular, Haemonetics believes information technology is critical to the blood supply chain continuum and a large strategic opportunity. Four years ago, Haemonetics determined that a fundamental aspect of the strategy to achieve this goal involved acquiring companies with complementary products or technology. To execute this strategy, Haemonetics regularly evaluates different strategic transactions to enhance stockholder value.

On March 14, 2008, Michael Ruxin, Global Med's chairman and chief executive officer and Christopher Lindop, Haemonetics' chief financial officer and vice president of business development, spoke via telephone regarding potential relationships between Haemonetics and Global Med.

On April 24, 2008, Brad Nutter, who was then Haemonetics' chief executive officer and is now the executive chairman of the Haemonetics board of directors, and Mr. Lindop had an introductory telephone conversation with Dr. Ruxin and Thomas Marcinek, Global Med's chief operating officer.

On June 3, 2008, Messrs. Nutter and Lindop met in Chicago, Illinois with Dr. Ruxin and Mr. Marcinek to discuss general industry developments.

In December 2008, a representative of Global Med's principal stockholder contacted Mr. Lindop and discussed a possible transaction involving Global Med. Haemonetics' representatives did not have any further conversations with the stockholder or any of its representatives regarding a possible business combination transaction until the week of January 25, 2010.

On January 27, 2009, Mr. Lindop called Dr. Ruxin to discuss scheduling an in-person meeting among Haemonetics' and Global Med's executive leaders. Thereafter, on March 23, 2009, Mr. Nutter, Mr. Lindop and Brian Concannon, who was then Haemonetics' chief operating officer and shortly thereafter became its chief executive officer, met with Dr. Ruxin and Mr. Marcinek in Denver, Colorado. At this meeting, the participants discussed Haemonetics' and Global Med's respective business profiles, general industry developments, and the potential for a strategic transaction between Global Med and Haemonetics.

On March 30, 2009, Haemonetics and Global Med entered into a mutual confidentiality agreement pursuant to which Haemonetics and Global Med each agreed to maintain the confidential nature of any non-public information shared with it by the other party.

On April 8, 2009, Dr. Ruxin sent an e-mail attaching a letter to Messrs. Concannon and Lindop regarding a potential business combination transaction and enclosing certain projected financial and capitalization information regarding Global Med.

On April 27, 2009, Dr. Ruxin and Messrs. Concannon, Lindop and Marcinek met in Braintree, Massachusetts. At this meeting, the participants continued to discuss, in general terms, a possible business combination transaction between the two companies. The following day, Dr. Ruxin and Mr. Marcinek met at Haemonetics' corporate headquarters with various members of Haemonetics' senior management team and provided additional details about Global Med's business and technology.

During the weeks of May 4 and 11, 2009, Mr. Lindop and Dr. Ruxin had telephone conversations in which they continued their discussions regarding the potential framework for a business combination transaction. They also discussed the possibility of Dr. Ruxin and Mr. Marcinek being involved in the management of the Global Med business following such a transaction.

On May 14, 2009, Mr. Concannon sent Dr. Ruxin a response to his April 8th letter regarding the exploration of a possible acquisition of Global Med by Haemonetics.

On May 28, 2009, Dr. Ruxin requested that further discussions about any potential business combination transaction be directed to Global Med's outside counsel at K&L Gates LLP. Thereafter, on June 9, 2009, Mr. Lindop and James O'Shaughnessy, Haemonetics' general counsel, had a telephone conversation with a representative of K&L Gates in which Mr. Lindop explained that because of unrelated priorities, Haemonetics would be suspending further discussions regarding a potential business combination transaction with Global Med until at least late summer 2009.

On July 28, 2009, the Haemonetics board of directors held a regularly-scheduled meeting at which they discussed the possible acquisition of Global Med and decided to postpone further consideration of a business combination transaction until the board's next scheduled meeting in October 2009.

On August 26, 2009, Dr. Ruxin and Mr. Marcinek contacted Mr. Concannon and Mr. Lindop regarding the possibility of resuming discussions regarding a potential business combination between the parties. Mr. Concannon and Mr. Lindop indicated that Haemonetics was not in a position to resume discussions at that time.

In late October 2009, Anthony Pare, Haemonetics' vice president of mergers and acquisitions, met with Dr. Ruxin and Mr. Marcinek at the Association for Blood Banks meeting in New Orleans, Louisiana. During these meetings, they discussed a possible business combination transaction between the two companies as well as several of Global Med's products. Mr. Pare also informed Dr. Ruxin and Mr. Marcinek that Haemonetics would not take further actions, if any, in respect of a potential business combination transaction with Global Med until after the next meeting of the Haemonetics board of directors.

On October 29, 2009, the Haemonetics board of directors held a regularly-scheduled meeting at which they again discussed the possible acquisition of Global Med. At this meeting, the board authorized Haemonetics' management to send Global Med a non-binding indication of interest to acquire all of the capital stock of Global Med, and also formed an investment advisory committee to advise management on behalf of the board in connection with the proposed transaction.

On November 8, 2009, Mr. Concannon sent a letter to Dr. Ruxin containing Haemonetics' non-binding indication of interest to acquire Global Med for \$1.15 to \$1.25 in cash per fully-diluted Share. The letter indicated that the proposal was subject to Haemonetics' due diligence review of Global Med's business, finances and operations and the negotiation of an acceptable definitive agreement. The letter also proposed a 30-day exclusivity period. Shortly thereafter, Mr. Concannon telephoned Dr. Ruxin and discussed the content of the letter and the basis for the proposal.

On November 13, 2009, Robert Gilmore, the chairman of the special committee of the Global Med board of directors, telephoned Mr. Lindop to introduce himself.

On November 19, 2009, Mr. Gilmore authorized Haemonetics to begin its due diligence examination of certain books and records of Global Med, which were to be established in an electronic data room. On that same day, Mr. Pare sent a due diligence request list to Global Med. Shortly thereafter and continuing throughout the negotiation process, Global Med made the electronic data room containing due diligence materials regarding Global Med available to Haemonetics, Haemonetics' representatives conducted a due

diligence review of Global Med's business, finances and operations, and representatives of the parties had numerous discussions with respect to the due diligence process.

On November 25, 2009, Haemonetics sent a proposed exclusivity agreement to Mr. Gilmore proposing a period of exclusivity which would last until December 23, 2009, during which Global Med would negotiate a strategic transaction only with Haemonetics. Over the next week, Haemonetics, with the assistance of representatives from Goodwin Procter LLP, and Global Med, with the assistance of representatives from Ducker, Montgomery, Aronstein & Bess P.C., counsel to the special committee of the Global Med board, negotiated the terms of the exclusivity agreement. On December 2, 2009, Global Med and Haemonetics executed an exclusivity agreement which provided for a period of exclusivity through January 4, 2010. During this period, Global Med agreed to negotiate a strategic transaction only with Haemonetics, subject to the fulfillment by Global Med of existing contractual obligations and its right to respond to unsolicited acquisition proposals in certain circumstances.

On December 2, 2009, members of Haemonetics' senior management met with the investment advisory committee of the Haemonetics board of directors to review the progress of due diligence and the status of negotiations.

During the week of December 7, 2009, Haemonetics' personnel and certain of their advisors conducted in-person visits at Global Med's El Dorado Hills, California and Phoenix, Arizona facilities.

On December 11, 2009, representatives from senior management of Global Med and Haemonetics had a teleconference to discuss, in general terms, a communications plan in the event that a definitive agreement were to be reached.

During the week of December 14, 2009, Haemonetics personnel conducted in-person visits at Global Med's Lyon, France facility and met with Global Med senior managers who presented the Global Med international business to Haemonetics' personnel to provide some background for the due diligence efforts.

On December 15, 2009, Goodwin Procter delivered an initial draft of a merger agreement to Ducker Montgomery. On December 23, 2009, K&L Gates delivered a revised draft of the merger agreement to Goodwin Procter. Also during that week, Goodwin Procter delivered an initial draft of a tender and support agreement to K&L Gates. Haemonetics requested that all directors and executive officers of Global Med execute a tender and support agreement in connection with the proposed transaction; however, the members of the special committee would not agree to enter into tender and support agreements based on their articulated desire to remain independent in evaluating the transaction.

On December 17, 2009, the compensation committee of the Haemonetics board of directors met to discuss the terms of employment for Dr. Ruxin and Mr. Marcinek with respect to their potential employment by Haemonetics following the proposed transaction. On December 21, 2009, Haemonetics delivered to Ducker Montgomery initial drafts of employment agreements with Dr. Ruxin and Mr. Marcinek.

On December 19, 2009, Mr. Lindop and Mr. Gilmore had a telephone discussion during which they discussed timing of the proposed transaction.

During the week of December 21, 2009, Haemonetics' advisors conducted further regulatory compliance due diligence at Global Med's El Dorado Hills, California facility.

On December 31, 2009, members of Haemonetics' senior management met with the investment advisory committee of the Haemonetics board of directors to review the progress of due diligence and the status of negotiations.

Following a call on December 31, 2009 among the parties' counsel and Mr. Lindop concerning the tender offer structure and valuation, general discussions among the parties and Haemonetics' due diligence efforts were temporarily suspended through January 7, 2010, while the transaction structure and valuation continued to be discussed.

On January 4, 2010, the exclusivity period under the initial exclusivity agreement between Haemonetics and Global Med expired without extension.

On January 8, 2010, the parties resumed negotiations on the documentation for the transaction and during the next few weeks, representatives of Goodwin Procter, K&L Gates and Ducker Montgomery and Haemonetics' general counsel had multiple telephone conversations to discuss, and exchanged drafts of, the merger agreement and other documents related to the proposed transaction.

During the week of January 11, 2010, Haemonetics' advisors conducted further regulatory compliance due diligence at Global Med's El Dorado Hills, California facility.

On January 14, 2010, Mr. Gilmore sent an e-mail to Mr. Lindop to inform Haemonetics that Global Med had received an inquiry from a third party regarding the potential investigation of a business combination transaction with Global Med.

On January 22, 2010, Mr. Lindop telephoned Mr. Gilmore and informed him that, based upon Haemonetics' due diligence which was substantially complete, Haemonetics was willing to offer \$1.22 per Share on a fully-diluted basis in the proposed transaction. Mr. Lindop indicated that, in order for Haemonetics to proceed, all outstanding disclosure schedules would need to be delivered by Global Med and the principal terms of the merger agreement would need to be finalized by January 24<sup>th</sup>, and also requested that the special committee confirm its agreement to move forward with a transaction on those terms by the morning of January 25<sup>th</sup>.

On January 24, 2010, Mr. Gilmore sent an e-mail to Mr. Lindop indicating that Global Med was prepared to move forward at the proposed price of \$1.22 per Share on a fully-diluted basis. Thereafter, on January 25, 2010, Global Med and Haemonetics executed a letter agreement re-commencing the period of exclusivity contemplated by the original exclusivity agreement until 11:59 p.m. (Mountain Time), on January 31, 2010, to give the parties additional time to continue negotiations.

On January 25, 2010, Haemonetics' management met with the investment advisory committee of the Haemonetics board of directors to discuss the proposed transaction.

During the week of January 25, 2010, the parties continued their negotiation of a merger agreement, Global Med's disclosure schedules to the merger agreement, and other documents related to the proposed transaction. Also during that week, Dr. Ruxin and Mr. Marcinek commenced negotiations of their employment agreements with Haemonetics, as there had been no negotiations regarding these agreements following their delivery on December 15, 2009.

Also during the week of January 25<sup>th</sup>, Haemonetics entered into a confidentiality agreement with Victory Park Capital Advisors LLC, the investment manager of Victory Park Special Situations Master Fund Ltd., Global Med's principal stockholder. Thereafter, Haemonetics and representatives of Victory Park and their respective counsel discussed the potential transaction and Haemonetics requested that Victory Park enter into a tender and support agreement providing for Victory Park Special Situations Master Fund Ltd. to tender its Shares in the Offer and otherwise support the Merger.

On January 28, 2010, the Haemonetics board of directors met in person with members of Haemonetics' management and reviewed the proposed terms of the Merger Agreement and related matters. At this meeting, the Haemonetics board approved the terms of the Merger Agreement, the related documents and the transactions contemplated thereby.

Also, on January 28, 2010, the compensation committee of the Haemonetics board met in person. At the meeting, the compensation committee reviewed and approved the employment agreements with Dr. Ruxin and Mr. Marcinek that would be effective upon completion of the Merger and the provisions of the Merger Agreement regarding employee benefits and other compensatory matters.

On January 29, 2010, Mr. Gilmore sent an e-mail to Mr. Lindop to inform Haemonetics that Global Med had received an inquiry from another third party regarding the potential investigation of a business combination transaction with Global Med. Thereafter, Mr. Lindop requested that Mr. Gilmore confirm that Global Med was prepared to move forward with negotiations for a potential signing on January 31<sup>st</sup>.

On January 31, 2010, the Global Med board of directors (including all of the members of the special committee) determined that the Merger Agreement, the Offer and the Merger are advisable and in the best interests of Global Med stockholders, approved the Offer and the Merger, adopted the Merger Agreement, and recommended that the stockholders of Global Med accept the Offer and tender their Shares in the Offer, and if required by applicable law, adopt and approve the Merger Agreement and approve the Merger.

Later that night, Victory Park, Dr. Ruxin and Mr. Marcinek executed and delivered their respective Tender and Support Agreement with Haemonetics and Acquisition Corp.; Dr. Ruxin and Mr. Marcinek executed and delivered their post-Merger employment agreements with Haemonetics; and the parties executed and delivered the Merger Agreement.

On February 1, 2010, before the start of trading on the New York Stock Exchange, Haemonetics and Global Med issued a joint press release announcing the definitive agreement and Haemonetics' intent to acquire the Shares.

On February 19, 2010, we commenced the Offer.

## 12. Purpose of the Offer; the Merger Agreement; Plans for Global Med

### *Purpose*

The purpose of the Offer is to enable Haemonetics, through Acquisition Corp., to acquire control of Global Med and is the first step in the acquisition of all of the outstanding Shares. The purpose of the Merger is to acquire all outstanding Shares not tendered and purchased pursuant to the Offer or otherwise.

### *The Merger Agreement*

The following summary of the Merger Agreement is qualified in its entirety by reference to the Merger Agreement itself, which is an exhibit to the Tender Offer Statement on Schedule TO that we and Haemonetics have filed with the SEC and which is hereby incorporated in this Offer to Purchase by reference. Copies of the Tender Offer Statement on Schedule TO together with all exhibits thereto, including the Merger Agreement, may be obtained and examined as set forth in Section 9 — "Certain Information Concerning Haemonetics and Acquisition Corp." of this Offer to Purchase. **Stockholders should read the Merger Agreement in its entirety for a more complete description of the matters summarized below.**

*The Offer.* The Merger Agreement provides that we will commence the Offer as promptly as reasonably practicable following the date of the Merger Agreement and that, upon the terms and subject to the satisfaction or waiver of the conditions of the Offer, we will purchase all Shares validly tendered and not validly withdrawn pursuant to the Offer. The conditions of the Offer are set forth in Section 14 — "Certain Conditions of the Offer" of this Offer to Purchase.

*Top-Up Option.* Pursuant to the Merger Agreement, Global Med has agreed to grant us an irrevocable option (the "Top-Up Option") to purchase at a price per share equal to the Common Stock Offer Price up to that number of newly issued Common Shares (the "Top-Up Option Shares") equal to the lesser of (1) the number of Common Shares that, when added to the number of Common Shares owned by us as of immediately prior to the exercise of the Top-Up Option, constitutes one share more than 90% of the Common Shares on a fully diluted basis, taking into account those Shares issued upon the exercise of the Top-Up Option, and (2) the number of Common Shares that Global Med is authorized to issue under its articles of incorporation but that are not issued and outstanding or otherwise reserved for issuance as of immediately prior to the exercise of the Top-Up Option. The Top-Up Option is only exercisable if, following our acceptance of Shares tendered in the Offer and any subsequent offering periods, we and Haemonetics directly or indirectly own 80% or more of the outstanding Common Shares. The purpose of this provision is to facilitate a short-form merger following completion of the Offer.

*The Merger.* The Merger Agreement provides that, following the satisfaction or waiver of the conditions described below under "Conditions to the Merger," (1) we will be merged with and into Global Med and our separate corporate existence will thereupon cease, and (2) Global Med will be the surviving corporation in the Merger and will become a direct wholly-owned subsidiary of Haemonetics. Each issued Common Share or Preferred Share (other than any Shares owned by Haemonetics, us, any other wholly-owned subsidiary of Haemonetics or Global Med, or by stockholders, if any, who are entitled to and who properly exercise

dissenters' rights under Colorado law) will be converted into the right to receive, respectively, the Common Stock Offer Price or the Preferred Stock Offer Price in cash, without interest thereon.

*Vote Required to Approve Merger.* The CBCA and the CAA require, among other things, that Global Med's board of directors approve the Merger Agreement and, if the short-form merger procedure described below is not available, that the holders of a majority of each of the outstanding (1) Common Shares and (2) Preferred Shares, in each case voting or consenting as a separate class adopt and approve the Merger Agreement and approve the Merger (the "Global Med Stockholder Approval"). If stockholder adoption is required by the CBCA and the CAA, Global Med will (subject to applicable legal requirements and requirements of its amended and restated articles of incorporation and bylaws) call and hold a meeting of, or solicit written consents from, its stockholders as soon as practicable following the consummation of the Offer for the purpose of adopting and approving the Merger Agreement. If the Minimum Condition in the Offer is satisfied and we accept for payment Shares tendered pursuant to the Offer, we will have sufficient voting power to approve the Merger Agreement at a meeting of Global Med stockholders (or by written consent in lieu thereof) without the affirmative vote of any other Global Med stockholder.

*"Short-Form" Merger Procedure.* The CBCA provides that, if a parent company owns at least 90% of the outstanding shares of each class of a subsidiary's stock entitled to vote to adopt a merger agreement, the parent company may merge that subsidiary with the parent company pursuant to the "short-form" merger procedures without the approval of the other stockholders of the subsidiary. In order to consummate the Merger pursuant to these provisions of the CBCA, we would have to own at least 90% of the outstanding Common Shares and 90% of the outstanding Preferred Shares. In addition, we would be required to give ten days prior notice to the then remaining stockholders of Global Med. If we are able to consummate the Merger pursuant to these provisions of the CBCA, the closing of the Merger would take place as soon as practicable after the expiration of this ten-day notice period, without any approval of the then remaining stockholders of Global Med.

*Conditions to the Merger.* The Merger Agreement provides that the obligations of each party to effect the Merger are subject to the satisfaction or waiver of certain conditions, including the following:

- The Global Med Stockholder Approval will have been obtained, if required.
- We will have accepted Shares tendered pursuant to the Offer for payment.
- All required regulatory approvals will have been obtained and all statutory waiting periods applicable to the Merger will have expired or been terminated.
- No injunction will have been issued by any court or agency of competent jurisdiction or other legal restraint preventing the consummation of the Merger will be in effect.
- No law will have been enacted or deemed applicable to the Merger which prohibits, or makes illegal, the consummation of the Merger.

*Termination of the Merger Agreement.* The Merger Agreement may be terminated and the Merger may be abandoned at any time prior to the Merger, whether before or after adoption of the Merger Agreement by the stockholders of Global Med:

(a) By mutual written consent of Haemonetics and Global Med.

(b) By either Haemonetics or Global Med if we have not accepted for payment the Shares tendered pursuant to the Offer on or before June 30, 2010 (the "Outside Date") or if the Offer is terminated or withdrawn pursuant to its terms and the terms of the Merger Agreement without any Shares being purchased thereunder (as long as a breach of the Merger Agreement by the party seeking to terminate is not the cause of such failure to accept payment for the Shares or such termination or withdrawal of the Offer) unless the Outside Date is extended automatically until no later than August 15, 2010 because an event set forth in clause 3(a) of Section 14 — "Certain Conditions of the Offer" is occurring.

(c) By Haemonetics prior to the Acceptance Date, in the event of a breach by Global Med of any representation, warranty, covenant or other agreement contained in the Merger Agreement that (1) would result in any of the events set forth in clauses 3(d), (e) or (f) of Section 14 — "Certain Conditions of the Offer" of this Offer to Purchase to occur and (2) has not been cured within 15 calendar days following

notice by Haemonetics or, if the Outside Date is less than 15 calendar days from the notice by Haemonetics, has not been or cannot reasonably be expected to be cured by the Outside Date.

(d) By Global Med prior to the Acceptance Date, in the event of a breach by Haemonetics or Acquisition Corp. of any representation, warranty, covenant or other agreement contained in the Merger Agreement that (1) would result in any of the representations and warranties of Haemonetics and Acquisition Corp. set forth in the Merger Agreement not being true and correct (without giving effect to any limitation as to “materiality” or “material adverse effect” or similar terms set forth therein), except where the failure to be so true and correct does not have, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on (subject to certain exceptions) the business, assets, liabilities, condition or results of operations of Haemonetics or the ability of Haemonetics to consummate the transactions contemplated by the Merger Agreement and (2) has not been cured within 15 calendar days following notice by Global Med or, if the Outside Date is less than 15 calendar days from the notice by Global Med, has not been or cannot reasonably be expected to be cured by the Outside Date.

(e) By Haemonetics prior to the Acceptance Date, if since the date of the Merger Agreement, any “Seller Material Adverse Effect” (as defined below) occurs which cannot reasonably be expected to be remedied by the Outside Date.

(f) By Haemonetics, if prior to the Acceptance Date (1) the board of directors of Global Med fails to publicly recommend to Global Med’s stockholders that they tender their shares in the Offer and/or vote in favor of the adoption and approval of the Merger Agreement and approval of the Merger, including by failing to recommend acceptance of the Offer and adoption and approval of the Merger Agreement and approval of the Merger by Global Med’s stockholders in the Schedule 14D-9, (2) the board of directors of Global Med effects an Adverse Recommendation Change (as defined below), (3) the board of directors of Global Med approves, or recommends that Global Med’s stockholders accept or approve, or takes a neutral position with respect to, an Acquisition Proposal (as defined below), or fails to recommend that Global Med’s stockholders not tender their Shares pursuant to an Acquisition Proposal, (4) Global Med breaches its Non-Solicit Obligations (as defined below) in any material respect, or (5) the board of directors of Global Med resolves to do any of the foregoing.

(g) By Global Med, if prior to the Acceptance Date, the board of directors of Global Med effects an Adverse Recommendation Change in respect of a Superior Proposal (as defined below) in accordance with, and not in breach of, its obligations under the Merger Agreement, including its Non-Solicit Obligations, and simultaneously with such termination Global Med is entering into a definitive agreement with respect to such Superior Proposal.

In the event that the Merger Agreement is terminated for any reason set forth above, the Merger Agreement will immediately become void and have no effect, and none of Haemonetics, us or Global Med or any of the subsidiaries, officers or directors of any of them will have any liability or obligation of any nature whatsoever thereunder, or in connection with the transactions contemplated thereby, except for certain enumerated exceptions. Notwithstanding the foregoing, neither Haemonetics nor Global Med will be relieved or released from any liabilities or damages arising out of its willful breach of any provision of the Merger Agreement or any other agreement delivered in connection therewith or any fraud.

*Alternative Acquisition Proposals.* The Merger Agreement requires Global Med and its directors, officers, employees, affiliates, agents, investment bankers, financial advisors, attorneys, accountants, brokers, finders, consultants or representatives (collectively, “Representatives”) to cease and cause to be terminated any and all existing activities, discussions or negotiations with any person with respect to, or that may reasonably be expected to lead to, a:

- Merger, tender offer, recapitalization, reorganization, liquidation, dissolution, business combination or consolidation, or any similar transaction, involving Global Med.
- Sale, lease, license, exchange, mortgage, pledge, transfer or other acquisition of assets that constitute at least 15% of the assets of Global Med and its subsidiaries, taken as a whole.

- Purchase, tender offer or other acquisition (including by way of merger, consolidation, stock exchange or otherwise) of beneficial ownership (the term “beneficial ownership” for purposes of the Merger Agreement having the meaning assigned thereto in Section 13(d) of the Exchange Act and the rules and regulations thereunder) of securities representing 15% or more of the outstanding Common Shares or Preferred Shares or 15% or more of the total voting power of Global Med or any of its subsidiaries.

Each of the above three bullet points, and any inquiry, indication of interest, proposal or offer for any transaction or series of related transactions involving such matters, is referred to in the Merger Agreement and this Offer to Purchase as an “Acquisition Proposal,” except that none of the Offer, the Merger or the other transactions contemplated by the Merger Agreement constitute an “Acquisition Proposal.” A “Superior Proposal” is any unsolicited, bona fide written Acquisition Proposal (with all references to 15% in the definition of Acquisition Proposal being treated as references to 100% for these purposes) made by a third party that the board of directors of Global Med determines in good faith, after consultation with its outside legal counsel and a reputable financial advisor, is reasonably capable of being consummated on the terms proposed without unreasonable delay, is not subject to a financing condition (and if financing is required, such financing is then fully committed to the third party), and if consummated would be more favorable from a financial point of view to Global Med’s stockholders than this Offer and the Merger, taking into account all financial, regulatory, legal and other aspects of such Acquisition Proposal, including, without limitation, the likelihood of consummation and the availability of fully committed financing.

*Non-Solicit Obligations.* Except as discussed below, from the date of the Merger Agreement until the earlier of termination of the Merger Agreement or the Effective Time, Global Med will not and will cause its Representatives not to, directly or indirectly:

- Solicit, initiate, knowingly encourage or facilitate the submission of any inquiry, indication of interest, proposal or offer that constitutes, or may reasonably be expected to lead to, an Acquisition Proposal.
- Participate in or facilitate any discussions or negotiations regarding, or furnish any non-public information to any person or entity in connection with, an Acquisition Proposal.
- Enter into any letter of intent or agreement in principle or other agreement related to an Acquisition Proposal (other than as described below) or enter into any agreement or agreement in principle requiring Global Med to abandon, terminate or fail to consummate the transactions contemplated by the Merger Agreement or breach its obligations under the Merger Agreement or resolve, propose or agree to do any of the foregoing.
- Terminate, amend, waive or fail to enforce any rights under any “standstill” or other similar agreement between Global Med and any person or entity.

Each of the obligations in the above four bullet points is referred to in this Offer to Purchase as a “Non-Solicit Obligation.”

However, if Global Med has not breached its Non-Solicit Obligations and Global Med or its Representatives receive an unsolicited bona fide written Acquisition Proposal from a third party that the board of directors of Global Med determines in good faith, after consultation with its outside legal counsel and a reputable financial advisor, constitutes, or is reasonably likely to lead to, a Superior Proposal, and the board of directors of Global Med determines in good faith, after consultation with its outside legal counsel, that the failure to take such action would violate its applicable fiduciary duties, Global Med may:

- Furnish information to the third party making such Acquisition Proposal (a “Qualified Bidder”).
- Engage in discussions or negotiations with the Qualified Bidder and its Representatives with respect to the Acquisition Proposal; provided that (1) Global Med receives from the Qualified Bidder an executed confidentiality agreement (the terms of which are no less favorable to Global Med than those contained in its confidentiality agreement with Haemonetics discussed below), (2) at least 48 hours prior to engaging in such discussions or negotiations, or furnishing such non-public information, Global Med gives Haemonetics written notice of the identity of such Qualified Bidder and all of the terms and conditions of such Acquisition Proposal (including, if in written form, a copy of such Acquisition Proposal).



Proposal), and (3) Global Med simultaneously provides or makes available to Haemonetics any non-public information concerning Global Med provided or made available to such Qualified Bidder which was not previously provided or made available to Haemonetics.

Except as discussed below, neither the board of directors of Global Med nor any committee of the board of directors of Global Med may:

- Withdraw, amend, modify or change in a manner adverse to Haemonetics or us the recommendation of the board of directors of Global Med to Global Med's stockholders that they tender their shares in the Offer and/or vote in favor of the adoption and approval of the Merger Agreement and approval of the Merger.
- Propose publicly to withdraw, amend, modify, change in a manner adverse to Haemonetics or us the recommendation of the board of directors of Global Med to Global Med's stockholders that they tender their shares in the Offer and/or vote in favor of the adoption and approval of the Merger Agreement and approval of the Merger.
- Fail to reaffirm the recommendation of the board of directors of Global Med to Global Med's stockholders that they tender their shares in the Offer and/or vote in favor of the adoption and approval of the Merger Agreement and approval of the Merger within five business days following a request by Haemonetics.
- Approve, adopt or recommend any Acquisition Proposal, take a neutral position with respect to an Acquisition Proposal, or fail to recommend rejection with regard to any tender offer other than the Offer.

Each of the actions or inactions in the above four bullet points would constitute, and is referred to in the Merger Agreement and this Offer to Purchase as, an "Adverse Recommendation Change." Notwithstanding the above described prohibitions, the board of directors of Global Med may effect an Adverse Recommendation Change at any time prior to the Acceptance Date if:

- The board of directors of Global Med has received an Acquisition Proposal from a third party that constitutes a Superior Proposal.
- Global Med has not breached its Non-Solicit Obligations.
- The board of directors of Global Med reasonably determines in good faith (after consultation with its outside legal counsel), that, in light of such Superior Proposal, the failure of the board of directors of Global Med to effect an Adverse Recommendation Change would be a violation of its applicable fiduciary duties.
- Prior to effecting such Adverse Recommendation Change, the board of directors of Global Med will have given Haemonetics at least five business days' notice thereof and the opportunity to meet with Global Med and its outside legal counsel, with the purpose and intent of enabling Haemonetics and Global Med to discuss in good faith a modification of the terms and conditions of the Merger Agreement so that the transactions contemplated thereby, including the Offer, may be effected (and if a third party making an Acquisition Proposal referred to in this sentence modifies a material term of its proposal, the five business day period referred to in this sentence will recommence).
- At the end of such five business day period (and absent a material modification to the Acquisition Proposal), the board of directors of Global Med determines in good faith, after taking into account all amendments or modifications proposed by Haemonetics and after consultation with its outside legal counsel and a reputable financial advisor, that such Acquisition Proposal remains a Superior Proposal relative to the Offer and the other transactions contemplated by the Merger Agreement.

None of the foregoing obligations will prohibit Global Med from complying with Rule 14e-2 or Item 1012(a) of Regulation M-A promulgated under the Exchange Act with regard to an Acquisition Proposal if, in the good faith judgment of the board of directors of Global Med or a committee of the board of directors of Global Med, after consultation with its outside legal counsel, failing to take such action would violate its

obligations under applicable law, except that any Adverse Recommendation Change will only be made in compliance with the above five bullet points.

In addition to the foregoing obligations, Global Med must notify Haemonetics promptly (but in any event within 24 hours) of the receipt, directly or indirectly, of any inquiries, discussions, negotiations, proposals, expressions of interest or requests for information with respect to, or which could lead to, an Acquisition Proposal, including the identity of the person or entity making any such inquiry, request, proposal or expression of interest and all of the terms and conditions of such Acquisition Proposal (including, if in written form, a copy of such Acquisition Proposal). Global Med will keep Haemonetics promptly informed of the status, details, terms and conditions (including all amendments or proposed amendments) of any such inquiry, request, proposal, expression of interest or Acquisition Proposal, including, without limitation, by providing a summary of the progress thereof to Haemonetics (or its outside counsel) at reasonably agreeable times upon the request of Haemonetics, and will provide Haemonetics with at least 48 hours prior written notice of any meeting of the board of directors of Global Med or any committee thereof at which the board of directors of Global Med or such committee is expected to consider any Acquisition Proposal, an inquiry relating to a potential Acquisition Proposal, or a request to provide non-public information to any person.

*Fees and Expenses; Termination Fee.* The Merger Agreement provides that, except as described below, all fees, costs and expenses incurred in connection with the Merger Agreement and the related transactions will be paid by the party incurring such expenses whether or not the Merger is consummated.

The Merger Agreement provides that Global Med will pay Haemonetics a termination fee of \$2,600,000 if the Merger Agreement is terminated by Haemonetics pursuant to clause (f) under "Termination of the Merger Agreement" or in connection with and as a condition of termination of the Merger Agreement by Global Med pursuant to clause (g) under "Termination of the Merger Agreement."

Global Med will also pay the termination fee to Haemonetics if:

- the Merger Agreement is terminated by Global Med or Haemonetics pursuant to clause (b) or by Haemonetics pursuant to clause (c) under "Termination of the Merger Agreement";
- prior to such termination an Acquisition Proposal has been publicly announced, disclosed or otherwise communicated to the Global Med board of directors; and
- within 12 months following such termination, Global Med has recommended to its stockholders or completed an Acquisition Proposal or entered into a definitive agreement to engage in an Acquisition Proposal (with all references to 15% in the definition of Acquisition Proposal being treated as references to 50% for this purpose), with any person other than Haemonetics and its affiliates.

In addition, in the event that Haemonetics terminates the Merger Agreement pursuant to clause (c) under "Termination of the Merger Agreement" in a situation where the termination fee is not payable, Global Med will reimburse Haemonetics for all out-of-pocket expenses incurred by Haemonetics in connection with the preparation of the Merger Agreement and the related transactions, including the commencement of the Offer, up to a maximum amount of \$500,000. In addition, in the event that Global Med terminates the Merger Agreement pursuant to clause (d) under "Termination of the Merger Agreement," Haemonetics will reimburse Global Med for all out-of-pocket expenses incurred by Global Med in connection with the preparation of the Merger Agreement and the related transactions, up to a maximum amount of \$500,000.

*Conduct of Business.* The Merger Agreement provides that during the period from the date of the Merger Agreement and continuing until the earlier of the termination of the Merger Agreement pursuant to its terms or the consummation of the Merger, Global Med will, except to the extent that Haemonetics otherwise consents in writing and except as otherwise expressly provided in the Merger Agreement, conduct its business in the ordinary course consistent with past practice and in compliance in all material respects with all applicable laws, and use commercially reasonable efforts to preserve substantially intact its business organizations and goodwill, keep available the services of its officers and employees and preserve the relationships with those persons or entities having business dealings with Global Med. Without limiting the generality of the foregoing, without the prior written consent of Haemonetics and except as otherwise specifically provided in

the Merger Agreement, during the period from the date of the Merger Agreement and continuing until the earlier of the termination of the Merger Agreement pursuant to its terms or the consummation of the Merger, Global Med has agreed to not:

- Amend its or any of its subsidiaries' articles of organization, articles of incorporation or bylaws, joint venture documents, partnership agreements or equivalent organizational documents.
- Except upon the exercise prior to the Acceptance Date of stock options or warrants outstanding as of the date of the Merger Agreement or the conversion of any Preferred Shares outstanding as of the date of the Merger Agreement, issue, deliver, sell, pledge, transfer, dispose of or encumber any shares of capital stock or other equity or voting interests of Global Med or any of its subsidiaries, or any securities convertible into, exchangeable or exercisable for or representing the right to subscribe for, purchase or otherwise receive any such shares or interests or any stock appreciation rights, "phantom" stock rights, performance units, rights to receive shares of capital stock or other rights that are linked to the value of any capital stock of Global Med or any of its subsidiaries or the value of Global Med or any of its subsidiaries or any part thereof.
- Effect any stock split, stock combination, stock reclassification, reverse stock split, stock dividend, recapitalization or other similar transaction.
- Grant, confer or award any option, right, warrant, deferred stock unit, conversion right or other right not existing on the date of the Merger Agreement to acquire any of its shares of capital stock or shares of deferred stock, restricted stock awards, stock appreciation rights, "phantom" stock awards or other similar rights that are linked to the value of any capital stock of Global Med or any of its subsidiaries or the value of Global Med or any of its subsidiaries or any part thereof (whether or not pursuant to existing Global Med stock plans).
- (1) Increase any compensation or benefit (other than in the ordinary course of business consistent with past practice to non-key employees) of, or enter into or amend in any material respect any employment or severance agreement with (or pay any amounts (other than in the ordinary course of business consistent with past practice to non-key employees) under any Global Med employee benefit program not otherwise due to) any Global Med personnel, (2) grant any bonuses to any Global Med personnel, (3) adopt any new Global Med employee benefit program (including any stock option, stock benefit or stock purchase plan) or amend or modify any existing Global Med employee benefit program in any material respect, or accelerate the vesting of any compensation (including equity-based awards) for the benefit of any Global Med personnel or grant or amend in any material respect any award under any Global Med employee benefit program (including the grant of any equity or equity-based or related compensation), (4) provide any funding for any rabbi trust or similar arrangement, or take any other action to fund or secure the payment of any compensation or benefit, (5) grant to any Global Med personnel any right to receive any severance, change in control, retention, termination or similar compensation or benefits or increases therein (other than, in the case of any non-key employee, the payment of continued welfare benefits in the ordinary course of business consistent with past practice), (6) hire or otherwise employ any individual other than in the ordinary course of business consistent with past practice or (7) terminate any key employee other than for cause (including misconduct or breach of company policy).
- (1) Declare, set aside or pay any dividend or make any other distribution or payment (whether in cash, stock or other property or any combination thereof) with respect to any shares of its capital stock or other equity or voting interests (other than dividends or distributions from a wholly-owned subsidiary of Global Med to another subsidiary of Global Med or to Global Med) or (2) directly or indirectly redeem, purchase or otherwise acquire any shares of capital stock of, or other equity or voting interest in, Global Med or any of its subsidiaries, or any options, warrants, calls or rights to acquire any such stock or other securities, other than in connection with tax withholdings and exercise price settlement upon the exercise of stock options or warrants outstanding on the date of the Merger Agreement.

- (1) Transfer, sell, lease, sublease, license, sublicense or otherwise dispose of, or permit to lapse any rights to, any material assets or properties of Global Med or any of its subsidiaries (except for sales of Global Med products in the ordinary course of business consistent with past practice) or (2) mortgage or pledge any of the property or assets of Global Med or any of its subsidiaries, or subject any such property or assets to any other encumbrance.
- Except in the ordinary course of business consistent with past practice, enter into, extend, renew, amend or terminate any Global Med contract or any material lease or sublease (excluding contracts with respect to capital expenditures, which are governed by the next bullet point); provided that in no event will Global Med enter into any procurement contracts which require or involve the payment by Global Med or any of its subsidiaries of more than \$50,000 individually or \$150,000 in the aggregate.
- Make any capital expenditures in excess of \$50,000 individually or \$150,000 in the aggregate.
- (1) Merge with, enter into a consolidation with or otherwise acquire a portion of the outstanding equity interests in any person or entity or acquire any portion of the assets or business of any person or entity (or any division or line of business thereof) or (2) otherwise acquire (including, through leases, subleases, licenses or sublicenses of real property) any material assets.
- Write down or write up or fail to write down or write up the value of any receivables or revalue any assets of Global Med, other than in the ordinary course of business and in accordance with generally accepted accounting principles in the United States ("GAAP").
- Create, incur or assume any indebtedness for borrowed money, assume, guarantee, endorse or otherwise become liable or responsible (whether, directly, contingently or otherwise) for the indebtedness of another person or entity, enter into any agreement to maintain any financial statement condition of another person or entity or enter into any arrangement having the economic effect of any of the foregoing, except: (1) for letters of credit or replacement letters of credit entered into in the ordinary course of business and consistent with past practice; (2) for any indebtedness owed to Global Med by any of its direct or indirect wholly-owned subsidiaries; (3) for purchase money debt, capital leases or guarantees in the ordinary course of business not involving indebtedness of more than \$50,000 individually or \$150,000 in the aggregate; (4) in connection with the financing of ordinary course trade payables consistent with past practice; or (5) pursuant to existing credit facilities in the ordinary course of business up to a maximum of \$1,000,000 in the aggregate outstanding at any time.
- Change any of its methods, principles or practices of financial accounting currently in effect other than as required by GAAP as concurred by its independent registered accountants.
- (1) Modify or amend in a manner that is adverse in a material respect to Global Med or any of its subsidiaries, or accelerate, terminate or cancel, any Global Med contract or (2) enter into, amend or modify any agreement or arrangement with persons or entities that are affiliates.
- (1) Dispose of, transfer or license, on an exclusive basis to any person or entity, any Global Med intellectual property assets or any rights to or under any Global Med intellectual property assets, or (2) allow any Global Med intellectual property assets to expire, or be cancelled or abandoned.
- Authorize, recommend, propose or announce an intention to adopt a plan of complete or partial liquidation or dissolution of Global Med or any of its subsidiaries.
- Form any subsidiary.
- Settle, pay or discharge any (1) litigation related to the Merger Agreement or the transactions contemplated thereby, (2) litigation, investigation, or arbitration involving non-monetary damages or equitable relief, or (3) other litigation, investigation, or arbitration in excess of \$100,000, either individually or in the aggregate.
- Except as required by applicable law, enter into, materially amend or extend any collective bargaining or other labor agreement.

- Enter into any agreement, understanding or arrangement with respect to the voting or registration of the capital stock of Global Med or any of its subsidiaries.
- Fail to use reasonable commercial efforts to keep in force its current material insurance policies or replacement or revised provisions providing reasonable insurance coverage with respect to the assets, operations and activities of Global Med and its subsidiaries.
- Knowingly take or fail to take any action in breach of the Merger Agreement or for the purpose of materially delaying or preventing (or which would be reasonably expected to materially delay or prevent) the consummation of the transactions contemplated thereby.
- Authorize any of, or commit, resolve, offer or agree to take any of, the foregoing actions or any other action inconsistent with the foregoing.

*Board of Directors.* The Merger Agreement provides that, upon the payment by us for Shares pursuant to the Offer, we will be entitled to designate a number of directors on the board of directors of Global Med as will give us representation thereon equal to at least that number of directors, rounded up to the next whole number, which is the product of (1) the total number of directors on the Global Med board of directors (giving effect to the directors elected pursuant to this sentence) multiplied by (2) the percentage that (i) such number of Shares so accepted for payment and paid for by us plus the number of Shares otherwise owned by Haemonetics, us or any other subsidiary of Haemonetics bears to (ii) the total number of Shares outstanding (on an as-converted basis with respect to Preferred Shares without regard to any limitations on conversion), and Global Med will, at such time, cause our designees to be so elected. Global Med will, upon our request, use its best efforts either to increase the size of the board of directors of Global Med or to secure the resignations of such number of Global Med's incumbent directors as are necessary to effect this arrangement, provided that at all times prior to the Effective Time, the board of directors of Global Med may include at least two persons who were members thereof prior to the Effective Time or other independent directors designated as such persons' replacements (the "Independent Directors"). In addition, Global Med will, if requested by us, also take all action necessary to cause persons designated to the board of directors of Global Med by us to constitute at least the same percentage (rounded up to the next whole number) as is on the board of directors of Global Med of (1) each committee of the board of directors of Global Med, (2) each board of directors (or similar body) of each subsidiary of Global Med and (3) each committee (or similar body) of each such board.

From and after the time, if any, that our designees constitute a majority of the Global Med board and prior to the Effective Time:

- any amendment or modification of the Merger Agreement, any termination of the Merger Agreement by Global Med, any extension of time for performance of any of the obligations of Haemonetics and Acquisition Corp. under the Merger Agreement, or any waiver of any condition to Global Med's obligations or any of Global Med's rights under the Merger Agreement that, in each case, in the judgment of the Independent Directors reasonably may have an adverse effect on the minority stockholders of Global Med, may be effected only if (in addition to the approval of the Global Med board as a whole) such action is approved by each of the Independent Directors;
- the Independent Directors may adopt a resolution providing for the completion of the Merger in accordance with the terms of the Merger Agreement; and
- in the event that (i) Haemonetics has breached the Merger Agreement, (ii) such breach has resulted in the Merger not being completed in accordance with the terms of the Merger Agreement, and (iii) such breach has not been cured within 15 calendar days following notice to Haemonetics by the Independent Directors on behalf of Global Med, the Independent Directors may enforce the Merger Agreement on behalf of Global Med.

As of the time, if any, before the Effective Time that our designees constitute a majority of the Global Med board, Haemonetics will deposit the lesser of (i) \$10,000,000 in cash or (ii) such aggregate amount in cash required to pay the consideration in the Merger with a bank or trust company reasonably acceptable to

Haemonetics and Global Med, which such funds will constitute all or a portion of the exchange fund for the Merger.

*Stock Options.* The Merger Agreement provides that at the Effective Time, each stock option to purchase Common Shares that is outstanding, vested and exercisable immediately prior to the Effective Time (after giving effect to any acceleration of vesting contemplated under any agreement between Global Med and the holder of such stock option), will be canceled in exchange for the right to receive immediately after the Effective Time, a lump sum cash payment (without interest), less any applicable withholding taxes, equal to the product of (1) the excess, if any, of the Common Stock Offer Price over the per share exercise price of each such option, and (2) the then vested and exercisable number of Common Shares subject thereto (after giving effect to any acceleration of vesting contemplated under any agreement between Global Med and the holder of such stock option). Any unvested stock option or stock option with an exercise price that equals or exceeds \$1.22 will be cancelled without consideration.

*Restricted Stock.* The Merger Agreement provides that at the Effective Time, each then unvested restricted Common Share (after giving effect to any acceleration of vesting contemplated under any agreement between Global Med and the holder of such restricted Common Share) will be converted into the right to receive the Common Stock Offer Price in respect thereof subject to the same restrictions and vesting arrangements that were applicable to such unvested restricted Common Share. Accordingly, if and once the former holder of any such unvested restricted Common Share satisfies the criteria so that such unvested restricted Common Share would have become vested under the vesting schedule in place for such share, Haemonetics will make cash payment of the Common Stock Offer Price, subject to any required tax withholding.

*Warrants.* The Merger Agreement provides that Global Med will use its reasonable commercial efforts to cause each warrant to purchase Common Shares that is outstanding immediately prior to the Acceptance Date to be canceled in exchange for the right to receive from Haemonetics immediately after the Acceptance Date, a lump sum cash payment (without interest), less any applicable withholding taxes, equal to the product of (1) the excess, if any, of the Common Stock Offer Price over (B) the per share exercise price for such warrant and (2) the total number of Common Shares underlying such warrant. All Global Med warrants not terminated on or prior to the Acceptance Date (the "Global Med Carryover Warrants"), whether vested or unvested, will be assumed in the Merger and after the Effective Time will become a warrant to acquire, with respect to each share of Common Stock that the holder of such Global Med Carryover Warrant would have been entitled to receive had such holder exercised such Global Med Carryover Warrant in full immediately prior to the Effective Time, the Common Stock Offer Price (without interest) and will otherwise be on the same terms and conditions as were applicable under such Global Med Carryover Warrant immediately prior to the Effective Time, including, without limitation, the same exercise price per share. However, if and to the extent provided in the Global Med Carryover Warrant, the holder of such Global Med Carryover Warrant may elect to receive, in lieu of receiving the Common Stock Offer Price upon payment of the exercise price in connection with the exercise of a Global Med Carryover Warrant from and after the Effective Time, the Black-Scholes value of such Global Med Carryover Warrant pursuant to and in accordance with the terms of such Global Med Carryover Warrant.

*Indemnification and Insurance.* Haemonetics has agreed in the Merger Agreement that any rights to indemnification or exculpation now existing in favor of, and all limitations on the personal liability of each present and former director, officer, employee, fiduciary or agent of Global Med and its subsidiaries (the "Indemnified Parties" and, each, an "Indemnified Party") provided for in Global Med's organizational documents in effect as of the date of the Merger Agreement will continue in full force and effect, for a period of six years after the Acceptance Date. At or prior to the Acceptance Date, Global Med will purchase and prepay a six-year "tail" policy on terms and conditions providing substantially equivalent benefits and coverage levels as the current policies of directors' and officers' liability insurance and fiduciary liability insurance maintained by Global Med with respect to matters arising at or before the Effective Time, including the transactions contemplated under the Merger Agreement (the "Tail Policy"). If such Tail Policy is not available at a cost equal to or less than 300% of the aggregate annual premiums paid by Global Med during

the most recent policy year for its current policies, Global Med will purchase the best coverage as is reasonably available for such amount.

*Employee Benefits.* Haemonetics has agreed in the Merger Agreement that, as of the Effective Time, it will maintain employee benefits for continuing Global Med personnel until December 31, 2010 at the same levels that are, in the aggregate, no less favorable than those in effect as of the date of the Merger Agreement. Haemonetics has also agreed to treat service provided by Global Med personnel to Global Med prior to the Effective Time as service rendered to Haemonetics for purposes of determining eligibility, benefit levels and similar matters when they are transferred to Haemonetics' benefit plans. In addition, Haemonetics has agreed to make Global Med's 2009 annual bonus payments to Global Med's senior executives at the Effective Time. Subject to the requirements in the Merger Agreement, Haemonetics has sole discretion as to whether or when to terminate, merge or continue any employee benefit plans and programs of Global Med. In addition, except as may otherwise be expressly provided under any applicable written employment agreements or arrangements with certain Global Med personnel, the Merger Agreement provides that Global Med personnel shall be considered to be employed by Haemonetics "at will" and their employment may be terminated at any time.

*Consents and Approvals.* Under the Merger Agreement, each of Global Med, Haemonetics and we will take all reasonable actions necessary to (1) comply promptly with all legal requirements which may be imposed on it with respect to the Merger Agreement and the related transactions, (2) promptly cooperate with and furnish information to each other in connection with any such requirements imposed upon any of them or any of their subsidiaries in connection with the Merger Agreement and the related transactions and (3) take, and cause its respective subsidiaries to take, all reasonable actions necessary to obtain any consent, authorization, order or approval of, or any exemption by, any governmental entity or other public or private third party required to be obtained or made by Haemonetics, us, Global Med or any of their subsidiaries in connection with the Offer or the Merger or the taking of any related action.

*Representations and Warranties.* The Merger Agreement contains various representations and warranties made by Global Med to us and Haemonetics, including representations relating to corporate organization, capitalization, corporate power, required filings and consents, SEC filings, financial statements, absence of undisclosed liabilities, absence of certain changes or events, broker's fees, legal proceedings, compliance with applicable laws, tax matters, employee benefit programs, labor matters, material contracts, property, environmental liability, state takeover laws, required stockholder vote, intellectual property, regulatory matters, product recalls, foreign corrupt practices, insurance, opinion of financial advisor, Schedule 14D-9 and the proxy statement. These representations and warranties were made only for the purposes of the Merger Agreement and solely for the benefit of us and Haemonetics as of specific dates, may be subject to important limitations and qualifications agreed to by the parties and included in confidential disclosure schedules provided by Global Med to us and Haemonetics in connection with the signing of the Merger Agreement, and may not be complete. Furthermore, these representations and warranties may have been made for the purposes of allocating contractual risk between us and Haemonetics, on the one hand, and Global Med, on the other hand, instead of establishing these matters as facts, and may or may not have been accurate as of any specific date and do not purport to be accurate as of the date of the commencement of the Offer. Accordingly, you should not rely upon the representations and warranties contained in the Merger Agreement as characterizations of the actual state of facts, since they were intended to be for the benefit of, and to be limited to, the parties to the Merger Agreement.

Certain representations and warranties in the Merger Agreement provide exceptions for items that are not reasonably likely to have a "Seller Material Adverse Effect." For purposes of the Merger Agreement and the Offer, a "Seller Material Adverse Effect" means any change, event, circumstance, development or effect (each, a "Change", and collectively, "Changes") that, individually or in the aggregate with all other Changes occurring or existing prior to the determination of a Seller Material Adverse Effect, has a material adverse effect on (1) the business, assets, liabilities, capitalization, condition (financial or other) or results of operations of Global Med and its subsidiaries, taken as a whole, or (2) the ability of Global Med to consummate the transactions contemplated by the Merger Agreement. However, none of the following (to the extent arising after the date of the Merger Agreement) will be deemed to be or constitute a Seller Material Adverse Effect (although the facts giving rise or contributing to any such Change or failure may be deemed to have, or be

taken into account in determining whether there has been or is reasonably likely to be, a Seller Material Adverse Effect):

- Any Change to the extent resulting from general economic conditions in the United States or any other country or region in the world (in each case other than Changes that affect Global Med and its subsidiaries, taken as a whole, in a disproportionate manner as compared to Global Med's industry peers).
- Any Change to the extent resulting from acts of war, sabotage or terrorism in the United States or any other country or region in the world (in each case other than Changes that affect Global Med and its subsidiaries, taken as a whole, in a disproportionate manner as compared to Global Med's industry peers).
- Any Change to the extent resulting from changes in GAAP (in each case other than Changes that affect Global Med and its subsidiaries, taken as a whole, in a disproportionate manner as compared to Global Med's industry peers).
- Any Change to the extent resulting from the taking of any action required by the Merger Agreement or the failure to take any action prohibited by the Merger Agreement.
- Any Change in law (in each case other than Changes that affect Global Med and its subsidiaries, taken as a whole, in a disproportionate manner as compared to Global Med's industry peers).
- Any Change to the extent resulting from any actions taken, or failure to take action, in each case which Haemonetics has requested in writing or to which Haemonetics has consented in writing.
- Any Change resulting from the announcement of the Merger Agreement or pendency or consummation of the Offer or the Merger.
- Any Change in stock price or trading volume of the Common Shares or any failure to meet internal or published projections, forecasts or revenue or earnings predictions for any period.

*Amendments and Modifications.* The Merger Agreement may be amended by the parties at any time before or after approval of the matters presented in connection with the Merger to the stockholders of Global Med. However, after the adoption of the Merger Agreement and the approval of the Merger by the stockholders of Global Med, no amendment of the Merger Agreement may be made which by law requires further approval by the stockholders of Global Med without obtaining such approval.

#### ***Tender and Support Agreements***

In connection with the execution of the Merger Agreement, each of Dr. Michael I. Ruxin, Global Med's Chairman and Chief Executive Officer, Thomas F. Marcinek, Global Med's President and Chief Operating Officer, and Victory Park Special Situations Master Fund Ltd. ("Victory Park"), Global Med's largest stockholder, entered into a Tender and Support Agreement with us and Haemonetics. The following summary of certain provisions of the Tender and Support Agreements is qualified in its entirety by reference to the Tender and Support Agreements themselves, which are incorporated herein by reference. The Tender and Support Agreements are included as exhibits to the Tender Offer Statement on Schedule TO. Interested parties should read the Tender and Support Agreements in their entirety for a more complete description of the provisions summarized below.

Dr. Ruxin, Mr. Marcinek and Victory Park each agreed to tender in the Offer, and not to withdraw, the Shares he or it owns or acquires after the commencement of the Offer, including any Common Shares acquired upon the exercise of any stock options or warrants, in exchange for the Common Stock Offer Price or the Preferred Stock Offer Price, as applicable. At every meeting of Global Med's stockholders called for such purpose, and at any adjournment or postponement of a stockholder meeting, each of Dr. Ruxin, Mr. Marcinek and Victory Park will vote or cause to be voted his or its Shares (to the extent that any of the Shares are not purchased in the Offer):

- In favor of the adoption and approval of the Merger Agreement and the related transactions.
- Against (1) any agreement or arrangement related to or in furtherance of any acquisition proposal, (2) any liquidation, dissolution, recapitalization, extraordinary dividend or other significant corporate



reorganization of Global Med or any of its subsidiaries, (3) any other transaction, the consummation of which would impede, interfere with, prevent or materially delay the Offer or the Merger or (4) any action, proposal, transaction or agreement that would result in (i) a breach of any covenant, representation or warranty or other obligation or agreement of Global Med under the Merger Agreement or of Dr. Ruxin, Mr. Marcinek or Victory Park under his or its Tender and Support Agreement or (ii) the failure of any of the conditions of the Offer set forth in Section 14 — “Certain Conditions of the Offer” of this Offer to Purchase to be satisfied.

- In favor of any other matter necessary for consummation of the transactions contemplated by the Merger Agreement.

For as long as the Tender and Support Agreements are effective, except in furtherance of the Offer and the Merger as provided therein, each of Dr. Ruxin, Mr. Marcinek and Victory Park have agreed:

- Not to grant any proxies or enter into any voting trust or other agreement or arrangement with respect to the voting of any of Global Med’s securities.
- Not to sell, transfer, pledge, encumber, assign, distribute, gift or otherwise dispose of (including by operation of law, other than by death of any person) Shares or, in the case of Preferred Shares, redeem or convert such shares for Common Shares, or enter into any contract, option or other arrangement or understanding with respect to any such transaction, in all cases including any Shares subsequently acquired.
- To waive, and not to exercise or assert, if applicable, any dissenters’ rights under Article 113 of the CBCA in connection with the Merger.
- To take all actions necessary to opt out of any class in any class action with respect to any claim, derivative or otherwise, against Global Med or any of its subsidiaries (or any of their respective successors) relating to the negotiation, execution and delivery of their respective Tender and Support Agreement, the Merger Agreement or the consummation of the Merger or any of the other transactions contemplated by the Merger Agreement.

In addition, each of Dr. Ruxin, Mr. Marcinek and Victory Park also agreed not to, directly or indirectly:

- Solicit, initiate, knowingly encourage or knowingly facilitate (including by way of providing non-public information) the submission of any inquiry, indication of interest, proposal or offer that constitutes, or may reasonably be expected to lead to, an Acquisition Proposal or participate in or knowingly facilitate any discussions or negotiations with respect to an Acquisition Proposal.
- Approve or recommend, or publicly propose to approve or recommend, an Acquisition Proposal or enter into any merger agreement, letter of intent, agreement in principle, share purchase agreement, asset purchase agreement or share exchange agreement, option agreement or other similar agreement that may reasonably be expected to lead to an Acquisition Proposal or enter into any letter of intent, agreement or agreement in principle requiring such stockholder (whether or not subject to conditions) to abandon, terminate or fail to consummate the transactions contemplated by the Tender and Support Agreement or to breach its obligations under that agreement.

As an exception to these limitations, Victory Park may have discussions or negotiations with any Qualified Bidder (as defined in the Merger Agreement) if and for so long as the board of directors of Global Med engages in discussions or negotiations regarding an Acquisition Proposal with such Qualified Bidder in accordance with the Merger Agreement.

Each Tender and Support Agreement, and all rights and obligations of us, Haemonetics and Dr. Ruxin, Mr. Marcinek and Victory Park thereunder will terminate on the earlier of (1) the termination of the Merger Agreement in accordance with its terms, (2) the Effective Time or (3) upon mutual written agreement of the parties to such Tender and Support Agreement. In addition, Victory Park’s Tender and Support Agreement may sooner terminate upon (a) any decrease of the Common Stock Offer Price and/or the Preferred Stock Offer Price, (b) the acquisition by us of all of Victory Park’s Global Med securities, whether pursuant to the Offer or otherwise, (c) the termination of the Offer prior to the Expiration Date, or (d) Global Med having

effected an Adverse Recommendation Change pursuant to and in accordance with the terms of the Merger Agreement.

As of January 31, 2010, the parties to the Tender and Support Agreements held 6,585,548 Common Shares and 3,960 Preferred Shares which represented approximately 18% of the outstanding Common Shares and 78% of the outstanding Preferred Shares. In addition, as of January 31, 2010, the parties to the Tender and Support Agreements held options to purchase 1,500,000 Common Shares and warrants to purchase 4,125,000 Common Shares. Global Med informed us that after we announced publicly the signing of the Merger Agreement, a holder of Preferred Shares exercised its right to convert its Preferred Shares into Common Shares. As a result of this conversion, the parties to the Tender and Support Agreements hold approximately 17% of the Common Shares and 100% of the Preferred Shares outstanding on the date of this Offer to Purchase.

**Confidentiality Agreement**

Haemonetics and Global Med entered into a Confidentiality Agreement on March 30, 2009. Pursuant to the Confidentiality Agreement, Haemonetics agreed to keep confidential certain information provided by Global Med or its representatives. The Merger Agreement provides that the Confidentiality Agreement remains in effect and that certain information exchanged pursuant to the Merger Agreement will be subject to the Confidentiality Agreement. This summary is qualified in its entirety by reference to the Confidentiality Agreement itself, which is incorporated herein by reference and filed as an exhibit to this Tender Offer Statement on Schedule TO.

**Exclusivity Agreement**

Global Med and Haemonetics entered into an exclusivity agreement, dated December 2, 2009, which set forth the terms on which Global Med and Haemonetics would agree to engage in discussions regarding a potential business combination that resulted in the Offer. Pursuant to the non-solicitation provisions of the exclusivity agreement, Global Med agreed that throughout the exclusivity period of December 2, 2009 to January 4, 2010, subject to limited exceptions, Global Med would not engage in any discussions with any party (other than Haemonetics) regarding an acquisition of Global Med or the sale or transfer of 15% or more of Global Med's assets or outstanding capital stock. The exclusivity period under the original exclusivity agreement expired on January 4, 2010 without extension at that time. On January 25, 2010, Global Med and Haemonetics executed a letter agreement re-commencing the period of exclusivity contemplated by the original exclusivity agreement from January 25th until January 31, 2010. This summary of certain provisions of the exclusivity agreement and the letter agreement re-commencing the exclusivity period thereunder is qualified in its entirety by reference to the exclusivity agreement itself and the letter agreement, which are incorporated herein by reference. The exclusivity agreement and the letter agreement are each included as an exhibit to the Tender Offer Statement on Schedule TO. Interested parties should read the exclusivity agreement and the letter agreement in their entirety for a more complete description of the provisions summarized above.

**Employment Agreements**

In connection with the execution of the Merger Agreement, Dr. Michael I. Ruxin, Global Med's Chairman and Chief Executive Officer, and Thomas F. Marcinek, Global Med's President and Chief Operating Officer, entered into Employment Agreements with Haemonetics, which will be effective upon completion of the Merger. The following summary of certain provisions of the Employment Agreements is qualified in its entirety by reference to the Employment Agreements themselves, which are incorporated herein by reference. Each Employment Agreement is included as an exhibit to this Tender Offer Statement on Schedule TO. Interested parties should read the Employment Agreements in their entirety for a more complete description of the provisions summarized below.

*Michael I. Ruxin.* Haemonetics has entered into an employment agreement with Michael I. Ruxin, MD, currently Global Med's Chairman and Chief Executive Officer, contingent on the closing of the Merger. The term of Dr. Ruxin's employment agreement is three years. Dr. Ruxin is entitled to an annual base salary of not less than \$400,000, with the potential to earn a bonus of up to an additional 30% of his annual base salary, as determined by Haemonetics' compensation committee. In connection with the commencement of Dr. Ruxin's

employment and subject to the vote of the Haemonetics' compensation committee, he will be awarded an option to purchase 105,000 shares of Haemonetics common stock, which will vest annually in equal installments over five years. Dr. Ruxin will also be eligible for customary insurance benefits.

Dr. Ruxin's new employment agreement provides that if he is terminated by Haemonetics without cause or he resigns for good reason, Haemonetics will pay to Dr. Ruxin an amount equal to two times his base salary and he will be entitled to medical insurance benefits for a period of two years from the date of such termination or resignation. In addition, his initial Haemonetics option grant will vest in full and be exercisable for the lesser of the balance of the term of the option or five years from the date of termination. Upon the commencement of his employment, Dr. Ruxin and Haemonetics will enter into Haemonetics' standard senior executive change in control agreement pursuant to which Dr. Ruxin will be entitled to (1) a lump sum payment of twice the sum of his annual base salary plus his annual target bonus, (2) a lump sum payment equal to the cost of providing medical, dental, life and disability insurance coverage for a period of two years following such termination, and (3) potential acceleration of the vesting of his equity awards (such benefits in lieu of any payment under his new employment agreement) if Dr. Ruxin separates from Haemonetics due to termination by Haemonetics without cause or if Dr. Ruxin resigns due to a constructive termination in the two years following a change in control of Haemonetics.

Dr. Ruxin's new employment agreement also includes customary confidentiality restrictions and post-termination non-compete and non-solicit provisions, whereby Dr. Ruxin agrees not to provide services to any company in the industry in which Haemonetics competes for two years and not to solicit or interfere with Haemonetics' relationships with any of its customers, suppliers or employees for two years after the termination of his employment.

Dr. Ruxin has an existing employment agreement with Global Med. Dr. Ruxin is entitled to terminate that agreement for "good reason" following a change in control of Global Med and receive various severance benefits, including 24 months of salary continuation. Our purchase of Shares at the Acceptance Date would constitute a change in control that would entitle Dr. Ruxin to terminate his Global Med employment agreement for good reason. Dr. Ruxin has indicated that he will terminate his existing Global Med employment agreement in connection with the transactions contemplated by the Merger Agreement. Except for these severance benefits, Dr. Ruxin's existing employment agreement will terminate on or before the effectiveness of his new employment agreement with Haemonetics.

*Thomas F. Marcinek.* Haemonetics has entered into an employment agreement with Thomas F. Marcinek, currently Global Med's President and Chief Operating Officer, contingent on the closing of the Merger. The term of Mr. Marcinek's employment agreement is three years. Mr. Marcinek is entitled to an annual base salary of not less than \$300,000, with the potential to earn a bonus of up to an additional 30% of his annual base salary, as determined by Haemonetics' compensation committee. In connection with the commencement of Mr. Marcinek's employment and subject to the vote of the Haemonetics Compensation Committee, he will be awarded an option to purchase 55,000 shares of Haemonetics common stock, which will vest annually in equal installments over five years. Mr. Marcinek will also be eligible for customary insurance benefits.

Mr. Marcinek's new employment agreement provides that if he is terminated by Haemonetics without cause or he resigns for good reason, Haemonetics will pay to Mr. Marcinek an amount equal to two times his base salary and he will be entitled to medical insurance benefits for a period of two years from the date of such termination or resignation. In addition, his initial Haemonetics option grant will vest in full and be exercisable for the lesser of the balance of the term of the option or five years from the date of termination. Upon the commencement of his employment, Mr. Marcinek and Haemonetics will enter into Haemonetics' standard senior executive change in control agreement pursuant to which Mr. Marcinek will be entitled to (1) a lump sum payment of twice the sum of his annual base salary plus his annual target bonus, (2) a lump sum payment equal to the cost of providing medical, dental, life and disability insurance coverage for a period of two years following such termination, and (3) potential acceleration of the vesting of his equity awards (such benefits in lieu of any payment under his new employment agreement) if Mr. Marcinek separates from Haemonetics due to termination by Haemonetics without cause or if Mr. Marcinek resigns due to a constructive termination in the two years following a change in control of Haemonetics.

Mr. Marcinek's new employment agreement also includes customary confidentiality restrictions and post-termination non-compete and non-solicit provisions, whereby Mr. Marcinek agrees not to provide services to any company in the industry in which Haemonetics competes for two years and not to solicit or interfere with Haemonetics' relationships with any of its customers, suppliers or employees for two years after the termination of his employment.

Mr. Marcinek has an existing employment agreement with Global Med. Mr. Marcinek is entitled to terminate his employment for "good reason" following a change in control of Global Med and receive various severance benefits, including 24 months of salary continuation. Our purchase of Shares at the Acceptance Date would constitute a change in control that would entitle Mr. Marcinek to terminate his employment with Global Med for good reason. Global Med has agreed to make the severance payments to Mr. Marcinek under his existing agreement without requiring the termination of his employment. Except for these severance benefits, Mr. Marcinek's existing employment agreement will terminate on or before the effectiveness of his new employment agreement with Haemonetics.

Additionally, Haemonetics may enter into employment, compensation, severance or other employee benefits arrangements with certain other of Global Med's employees; however, the specific terms of these compensation arrangements have not been agreed upon.

***Plans for Global Med***

After we purchase the Shares pursuant to the Offer, Haemonetics may appoint its representatives to Global Med's board of directors in proportion to its ownership of the outstanding Shares, as described above under "Board of Directors." Following completion of the Offer and the Merger, Haemonetics intends to operate Global Med as a direct subsidiary of Haemonetics under the direction of Haemonetics' management.

Following consummation of the Merger, Haemonetics may restructure Global Med's outstanding indebtedness or pay off (1) the aggregate principal balance of Global Med's term loan and revolving line of credit with Silicon Valley Bank, which according to Global Med's quarterly report on Form 10-Q for the period ended September 30, 2009, had an aggregate balance of \$5,165,000 on September 30, 2009, (2) the aggregate principal balance of Global Med's subordinated term loan with Partners for Growth II L.P., which according to Global Med's quarterly report on Form 10-Q for the period ended September 30, 2009, had an aggregate balance of \$1,406,000 as of September 30, 2009, and (3) all accrued interest on such indebtedness.

Haemonetics intends to continue to review Global Med's business, operations, capitalization and management. Accordingly, Haemonetics reserves the right to change its plans and intentions at any time, as it deems appropriate.

***Extraordinary Corporate Transactions***

Except as indicated in this Offer to Purchase, Haemonetics has no present plans or proposals which relate to or would result in (1) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving Global Med or any of its subsidiaries, (2) any purchase, sale or transfer of a material amount of assets of Global Med or any of its subsidiaries, (3) any material change in the present dividend policy, or indebtedness or capitalization of Global Med, (4) any change to Global Med's present board of directors or management, (5) any other material changes in Global Med's corporate structure or business, (6) any class of equity securities of Global Med being delisted from a national securities exchange or ceasing to be authorized to be quoted in an automated quotations system operated by a national securities association or (7) any class of equity securities of Global Med becoming eligible for termination of registration under Section 12(g)(4) of the Exchange Act.

***Dissenters' Rights***

The holders of the Shares do not have dissenters' rights as a result of the Offer. However, if the Merger is consummated, holders of the Shares (that did not tender their Shares in the Offer) at the Effective Time will have certain rights pursuant to the provisions of Article 113 of the CBCA to dissent and demand appraisal of their Shares. Under Article 113 of the CBCA, dissenting stockholders who comply with the applicable statutory procedures will be entitled to demand payment of the fair value of their Shares plus accrued interest. If a stockholder and the surviving corporation in the Merger do not agree on such fair value, the corporation

will have the right to institute a court action to determine the fair value of such stockholder's Shares and accrued interest. The stockholder will be entitled to judgment for payment of such award in cash, together with any interest as determined by the court. In determining the fair value of the Shares, a court would be required to take into account all relevant value factors. Therefore, any judicial determination of the fair value of such Shares could be based upon factors other than, or in addition to, the price per Share to be paid in the Merger or the market value of the Shares. Further, the value so determined in any appraisal proceeding could be more or less than the purchase price per Share pursuant to the Offer or the consideration per Share paid in the Merger. Moreover, the surviving corporation in the Merger may argue in an appraisal proceeding that, for purposes of such a proceeding, the fair value of the Shares is less than the price paid in the Offer or the Merger. The court will assess the costs of such action against the surviving corporation, except that the court may assess costs against all or some of the dissenting stockholders, in amounts the court finds equitable, to the extent the court finds the dissenting stockholders acted arbitrarily, vexatiously, or not in good faith.

The foregoing summary of the Dissenters' Rights Provisions does not purport to be complete and is qualified in its entirety by reference to the Dissenters' Rights Provisions. **Failure to follow the steps required by the Dissenters' Rights Provisions for perfecting dissenters' rights may result in the loss of such rights.**

***Going-Private Transactions***

The SEC has adopted Rule 13e-3 under the Exchange Act, which is applicable to certain "going private" transactions and which may, under certain circumstances, be applicable to the Merger or other business combination following the purchase of Shares pursuant to the Offer in which we seek to acquire the remaining Shares not then held by us. We believe that Rule 13e-3 will not be applicable to the Merger because it is anticipated that the Merger will be effected within one year following completion of the Offer and, in the Merger, stockholders will receive the same price per Share as paid in the Offer. Rule 13e-3 would otherwise require, among other things, that certain financial information concerning Global Med and certain information relating to the fairness of the proposed transaction and the consideration offered to minority stockholders be filed with the SEC and disclosed to stockholders before completion of the Merger.

**13. Dividends and Distributions**

The Merger Agreement provides that from the date of the Merger Agreement, until the earliest to occur of the termination of the Merger Agreement or the consummation of the Merger, without the prior written consent of Haemonetics, Global Med may not declare, set aside or pay any dividend or make any other distribution or payment (whether in cash, stock or other property or any combination thereof) with respect to any shares of its capital stock or other equity or voting interests (other than dividends or distributions from a wholly-owned subsidiary of Global Med to another subsidiary of Global Med or to Global Med).

**14. Certain Conditions of the Offer**

The Merger Agreement provides that we will not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) promulgated under the Exchange Act, pay for, and may delay the acceptance for payment of or the payment for, any validly tendered Shares and may (subject to the terms of the Merger Agreement) terminate or amend the Offer, if:

1. There shall not be validly tendered and not withdrawn prior to the expiration of the Offer that number of (i) Common Shares which, when added to any Common Shares already owned by Haemonetics, us or any other controlled subsidiaries, represents at least a majority of the total number of outstanding Common Shares on a "fully diluted basis" (where on a "fully diluted basis" means the number of Common Shares outstanding, together with the Common Shares which Global Med may be required to issue upon conversion of Preferred Shares without regard to the limitations on conversion set forth in the Certificate of Designation (but excluding any Preferred Shares owned by Haemonetics, us or any other controlled subsidiaries or validly tendered in the Offer and not withdrawn) or pursuant to warrants, options or other obligations outstanding at the date the "fully diluted basis" is determined under employee stock or similar benefit plans or otherwise, whether or not vested or then exercisable) and (ii) Preferred Shares which, when added to any Preferred Shares already owned by Haemonetics, us or

any other controlled subsidiaries, represents at least a majority of the total number of outstanding Preferred Shares upon the expiration of the Offer (collectively, the “Minimum Condition”).

2. Any applicable waiting period or approval under any applicable antitrust law shall not have expired or been terminated or obtained prior to the expiration of the Offer.

3. At any time prior to the time of acceptance for payment for any Shares, any of the following events shall occur and continue to exist:

(a) there shall be instituted, pending or threatened in writing any suit, action or proceeding by any governmental authority or there shall exist any order, injunction, judgment, ruling, decree, statute, rule, regulation or other legal restraint or prohibition issued, enacted, entered, promulgated, deemed applicable to the Merger or enforced by any governmental authority:

(i) challenging, making illegal or otherwise restraining or prohibiting, or seeking to challenge, make illegal or otherwise restrain or prohibit, the transactions contemplated by the Merger Agreement, including the Offer and the Merger;

(ii) seeking to prohibit or materially limit the ownership or operation by Global Med, Haemonetics or us of all or any portion of the business or assets of Global Med and its subsidiaries or (to the extent it relates to the transactions contemplated by the Merger Agreement, including the Offer and the Merger) of Haemonetics and its affiliates;

(iii) seeking to compel Global Med, Haemonetics or us to dispose of or to hold separate all or any portion of the business or assets of Global Med or any of its subsidiaries or (to the extent it relates to the transactions contemplated by the Merger Agreement, including the Offer and the Merger) of Haemonetics or any of its affiliates;

(iv) seeking to impose any material limitation on our ability or the ability of Global Med or Haemonetics to conduct the business or own the assets of Global Med or any of its subsidiaries or (to the extent it relates to the transactions contemplated by the Merger Agreement, including the Offer and the Merger) of Haemonetics or any of its affiliates;

(v) seeking to impose material limitations on our ability or the ability of Global Med or Haemonetics to acquire or hold, or to exercise full rights of ownership of any Shares, including the right to vote such shares on all matters properly presented to the stockholders of Global Med;

(vi) seeking to require divestiture by Haemonetics or us of all or any of the Shares;

(b) an Adverse Recommendation Change shall have occurred or the board of directors of Global Med or any committee of the board of directors of Global Med shall have authorized or permitted Global Med or any of its subsidiaries to enter into an agreement for a Superior Proposal;

(c) we, Haemonetics and Global Med shall have reached an agreement that the Offer or the Merger Agreement be terminated, or the Merger Agreement shall have been terminated in accordance with its terms;

(d) (i) the representations and warranties of Global Med in the Merger Agreement related to its capitalization shall not be true and correct in all respects as of the date of the Merger Agreement and as of the date of determination as though made on the date of determination, other than in any de minimus respect;

(ii) the representations and warranties of Global Med in the Merger Agreement related to its corporate organization, its corporate authority, any broker’s fees, the prior approval of Global Med’s “employment compensation arrangements” by the compensation committee of the board of directors of Global Med, state takeover laws and the required stockholder vote, the opinion of Global Med’s financial advisor and the Schedule 14D-9 and proxy statement information that are qualified as to materiality shall not be true and correct as of the date of the Merger Agreement and as of the date of determination as though made on the date of determination (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall not be true and correct as of such date), and such

representations and warranties that are not so qualified by materiality shall not be true and correct in all material respects as of the date of the Merger Agreement and as of the date of determination as though made on the date of determination (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall not be true and correct in all material respects as of such date);

(iii) the representations and warranties of Global Med in the Merger Agreement related to its SEC filings and financial controls, its financial statements, the absence of undisclosed liabilities, the absence of certain changes or events, legal proceedings and its compliance with applicable laws that are qualified as to materiality shall not be true and correct as of the date of the Merger Agreement and as of the date of determination as though made on the date of determination (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall not be true and correct as of such date), and such representations and warranties that are not so qualified by materiality shall not be true and correct in all material respects as of the date of the Merger Agreement and as of the date of determination as though made on the date of determination (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall not be true and correct in all material respects as of such date), except to the extent that the facts or matters as to which such representations and warranties are not so true and correct are not or would not reasonably be expected to be, individually or in the aggregate, material to Global Med and its subsidiaries, taken as a whole; or

(iv) any other representations and warranties of Global Med set forth in the Merger Agreement shall not be true and correct as of the date of the Merger Agreement and as of the date of determination as though made on the date of determination (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall not be true and correct as of such date), except where the failure to be true and correct (without regard to any materiality or Seller Material Adverse Effect qualifications contained therein), individually or in the aggregate, has not had, and would not reasonably be expected to result in, a Seller Material Adverse Effect;

(e) Global Med shall have breached or failed to perform in all material respects any obligation, agreement or covenant required to be performed by it under the Merger Agreement;

(f) since the date of the Merger Agreement, there shall have occurred any Change which has had or would reasonably be expected to result in, either individually or in the aggregate, a Seller Material Adverse Effect;

(g) Global Med shall have failed to deliver to Haemonetics and us a certificate signed by an executive officer of Global Med dated as of the date on which the Offer expires certifying that the conditions specified in the foregoing clauses (d) through (f) do not exist;

(h) Global Med shall not own all right, title and interest in and to all of the outstanding securities of each of its subsidiaries, free and clear of any encumbrance; or

(i) Global Med shall not have delivered the consents and other documents required to effect the provisions of the Merger Agreement related to Global Med's outstanding warrants.

The foregoing conditions are for our benefit and the benefit of Haemonetics and may be asserted by us or Haemonetics regardless of the circumstances giving rise to any such conditions and may be waived by us or Haemonetics in whole or in part at any time and from time to time in our or its sole discretion (except for the Minimum Condition), in each case, subject to the terms of the Merger Agreement and the applicable rules and regulations of the SEC. The failure by us or Haemonetics at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time. The foregoing conditions are in addition to, and not a limitation of, the rights of Haemonetics and Acquisition Corp. to extend, terminate and/or modify the Offer pursuant to the terms and conditions of the Merger Agreement.

**15. Certain Legal Matters**

Except as described in this Section 15, based on a review of publicly available filings made by Global Med with the SEC and other publicly available information concerning Global Med and information supplied by Global Med, none of Haemonetics, us or Global Med is aware of any license or regulatory permit that appears to be material to the business of Global Med and its subsidiaries, taken as a whole, that might be adversely affected by our acquisition of the Shares (and the indirect acquisition of the stock of Global Med's subsidiaries held by Global Med) as contemplated in this Offer to Purchase or of any approval or other action by any governmental entity that would be required for the acquisition or ownership of the Shares by us as contemplated in this Offer to Purchase. Should any such approval or other action be required, we and Haemonetics currently contemplate that such approval or other action will be sought, except as described below under "State Takeover Laws." If certain types of adverse actions are taken with respect to the matters discussed below, we could, subject to the terms and conditions of the Merger Agreement, decline to accept for payment or pay for any Shares tendered. See Section 14 — "Certain Conditions of the Offer" of this Offer to Purchase for a description of certain conditions to the Offer.

*State Takeover Laws.* A number of states have adopted laws and regulations that purport to apply to attempts to acquire corporations that are incorporated in such states, or whose business operations have substantial economic effects in such states, or which have substantial assets, security holders, employees, principal executive offices or principal places of business in such states. Global Med, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted such laws.

In 1982, the Supreme Court of the United States, in *Edgar v. MITE Corp.*, invalidated on constitutional grounds the Illinois Business Takeover Statute that, as a matter of state securities law, made takeovers of corporations meeting certain requirements more difficult. However, in 1987 in *CTS Corp. v. Dynamics Corp. of America*, the Supreme Court held that the State of Indiana could, as a matter of corporate law, constitutionally disqualify a potential acquirer from voting shares of a target corporation without the prior approval of the remaining stockholders where, among other things, the corporation is incorporated in, and has a substantial number of stockholders in, the state. Subsequently, in *TLX Acquisition Corp. v. Telex Corp.*, a Federal District Court in Oklahoma ruled that the Oklahoma statutes were unconstitutional insofar as they apply to corporations incorporated outside Oklahoma in that they would subject such corporations to inconsistent regulations. Similarly, in *Tyson Foods, Inc. v. McReynolds*, a Federal District Court in Tennessee ruled that four Tennessee takeover statutes were unconstitutional as applied to corporations incorporated outside Tennessee. This decision was affirmed by the United States Court of Appeals for the Sixth Circuit.

We have not attempted to comply with any state takeover statutes in connection with the Offer or the Merger. We reserve the right to challenge the validity or applicability of any state law or regulation allegedly applicable to the Offer or the Merger, and nothing in this Offer to Purchase nor any action that we take in connection with the Offer is intended as a waiver of that right. In the event that it is asserted that one or more takeover or business combination statutes applies to the Offer or the Merger, and it is not determined by an appropriate court that the statutes in question do not apply or are invalid as applied to the Offer or the Merger, as applicable, we may be required to file certain documents with, or receive approvals from, the relevant state authorities, and if such a governmental authority sought or obtained an injunction seeking to prevent its purchase of Shares in the Offer, we might be unable to accept for payment or purchase Shares tendered in the Offer or be delayed in completing the Offer. In that case, we may not be obligated to accept for purchase, or pay for, any Shares tendered. See Section 14 — "Certain Conditions of the Offer" of this Offer to Purchase.

***Antitrust***

*United States.* We believe that the Offer is not subject to the reporting and waiting requirements contained in the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"). If the Offer is successful, we likewise believe that the Merger is not subject to the reporting and waiting requirements contained in the HSR Act. However, if Haemonetics and Global Med are required to make filings under the HSR Act, the acquisition of Shares pursuant to the Offer may only be consummated after the expiration or early termination of a 15-day waiting period commenced by the filing of a Notification and Report Form by Haemonetics with respect to the Offer. The waiting period may be extended if the parties



receive a request for additional information or documentary material from the Antitrust Division of the Department of Justice (the "Antitrust Division") or the Federal Trade Commission Bureau of Competition (the "FTC"). If, within the initial 15-day waiting period, either the Antitrust Division or the FTC requests additional information from Haemonetics and Global Med concerning the Offer, the waiting period will be extended and would expire at 11:59 p.m., Boston, Massachusetts time, on the tenth calendar day after the date of substantial compliance by the parties with such request. Only one extension of the waiting period pursuant to a request for additional information is authorized by the HSR Act. Thereafter, such waiting period may be extended only by court order or with the consent of Haemonetics. In practice, complying with a request for additional information or material can take a significant amount of time. In addition, if the Antitrust Division or the FTC raises substantive issues in connection with a proposed transaction, the parties frequently engage in negotiations with the relevant governmental agency concerning possible means of addressing those issues and may agree to delay consummation of the transaction while such negotiations continue. Expiration or termination of the applicable waiting period under the HSR Act, if a filing is required by the HSR Act, is a condition to our obligation to accept for payment and pay for Shares tendered pursuant to the Offer.

The Merger will not require an additional filing under the HSR Act if we own 50% or more of the outstanding Common Shares at the time of the Merger or, if a filing under the HSR Act is required in connection with the Offer, the Merger occurs within one year after the HSR Act waiting period applicable to the Offer expires or is terminated.

The Antitrust Division and the FTC frequently scrutinize the legality under the antitrust laws of transactions such as our proposed acquisition of Global Med. At any time before or after our acquisition of Shares pursuant to the Offer, and whether or not a filing under the HSR Act is required to acquire the shares or consummate the Merger, the Antitrust Division or the FTC could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the purchase of Shares pursuant to the Offer or the consummation of the Merger or seeking the divestiture of Shares acquired by us or the divestiture of substantial assets of Global Med or its subsidiaries or Haemonetics or its subsidiaries. Private parties, as well as state governments, may also bring legal action under the antitrust laws under certain circumstances. There can be no assurance that a challenge to the Offer on antitrust grounds will not be made or, if such a challenge is made, of the result of such challenge.

*Other Foreign Jurisdictions.* It may be necessary to make additional filings relating to the acquisition of the Shares pursuant to the Offer or the Merger with governmental entities in foreign jurisdictions, although we do not anticipate any such requirements. There can be no assurance that such governmental entities will not challenge the acquisition of the Shares on competition or other grounds or, if such a challenge is made, of the results thereof.

#### **16. Fees and Expenses**

We and Haemonetics have retained D. F. King & Co., Inc. to act as the Information Agent and Computershare Trust Company, N.A. to serve as the Depositary in connection with the Offer. The Information Agent and the Depositary each will receive reasonable and customary compensation for their services and be reimbursed for certain reasonable out-of-pocket expenses. Haemonetics will indemnify each of the Information Agent and the Depositary against certain liabilities and expenses in connection with their services, including certain liabilities and expenses under the U.S. federal securities laws.

Neither we nor Haemonetics will pay any fees or commissions to any broker or dealer or other person for making solicitations or recommendations in connection with the Offer. Brokers, dealers, banks, trust companies and other nominees will be reimbursed by us upon request for customary mailing and handling expenses incurred by them in forwarding material to their customers.

#### **17. Legal Proceedings**

On February 9, 2010, a purported shareholder of Global Med (the "Plaintiff") filed a purported class action lawsuit in the District Court Jefferson County in Golden, Colorado (the "Action"), against Global Med, each of its directors, Haemonetics and us (collectively, the "Defendants"). The Action purports to be brought individually and on behalf of all holders of Common Shares (other than the Defendants). The Action alleges that the director defendants breached their fiduciary duties to Global Med's stockholders and alleges that the

sales process was neither honest nor fair, that the price offered is inadequate, and that the Merger Agreement contains terms that discourage other bidders and constrained Global Med's ability to solicit any other offers. The Action also alleges that Haemonetics and Global Med aided and abetted such alleged breach. Based on these allegations, the Action seeks judgment that, among other relief: (1) provides injunctive relief that preliminarily and permanently enjoins the Offer; (2) rescinds the Offer if it is consummated; (3) directs the Defendants to account to the Plaintiff and other members of the class for all damages and any profits and other special benefits obtained by the Defendants as a result of director defendants' breaches of their fiduciary duties; and (4) awards the Plaintiff the costs of the Action, including the fees and expenses of Plaintiff's attorneys and experts. We and Haemonetics believe the Action is without merit and plan to vigorously defend against it.

We, Haemonetics and Global Med are not aware of any material pending legal proceeding other than the Action relating to the Offer or the Merger.

**18. Miscellaneous**

The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction or any administrative or judicial action pursuant thereto. Neither we nor Haemonetics is aware of any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction. However, we may, in our discretion, take such action as we may deem necessary to make the Offer in any jurisdiction and extend the Offer to holders of Shares in such jurisdiction. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on our behalf by one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

**Neither we nor Haemonetics has authorized any person to give any information or to make any representation on behalf of Haemonetics or us not contained in this Offer to Purchase or in the Letter of Transmittal and, if given or made, such information or representation must not be relied upon as having been authorized.**

We and Haemonetics have filed with the SEC the Tender Offer Statement on Schedule TO pursuant to Rule 14d-3 under the Exchange Act, together with exhibits thereto, furnishing certain additional information with respect to the Offer, and may file amendments thereto. In addition, Global Med will file with the SEC a Solicitation/Recommendation Statement on Schedule 14D-9 pursuant to Rule 14d-9 under the Exchange Act, together with exhibits thereto, setting forth its recommendation with respect to the Offer and the reasons for such recommendation and furnishing certain additional related information. Such Schedules and any amendments thereto, including exhibits, may be examined and copies may be obtained in the manner set forth in Section 8 — "Certain Information Concerning Global Med" and Section 9 — "Certain Information Concerning Haemonetics and Acquisition Corp." of this Offer to Purchase.

ATLAS ACQUISITION CORP.

FEBRUARY 19, 2010

**Directors and Executive Officers of Haemonetics Corporation and Atlas Acquisition Corp.**

The names of the directors and executive officers of Haemonetics Corporation (for purposes of this Annex, "Haemonetics" or the "Company") and Atlas Acquisition Corp. and their present principal occupations or employment and material employment history during the past five years are set forth below. Unless otherwise indicated, each director and executive officer has been so employed for a period in excess of five years. Unless otherwise indicated, each individual's principal business address is Haemonetics Corporation, 400 Wood Road, Braintree, Massachusetts 02184, and his or her business telephone number is (781) 848-7100. Each board member and officer of Atlas Acquisition Corp. assumed their current position at Atlas Acquisition Corp. on January 31, 2010. Unless otherwise indicated, each individual is a citizen of the United States.

**Haemonetics Corporation*****Directors*****Brad Nutter**

Mr. Nutter joined Haemonetics in March 2003 as Board Member, President and Chief Executive Officer. In January 2008, Mr. Nutter was named Chairman of the Board of Directors of Haemonetics. In April 2009, Mr. Nutter stepped down from his position as Chief Executive Officer and assumed his new role as Executive Chairman of the Board of Directors of Haemonetics.

**Ronald G. Gelbman**

Mr. Gelbman has served on the Board of Directors of Haemonetics since 2000. Since October 2005, he has served as a member of the Board of Directors of Clockwork Home Services, a private company (50 Central Ave., Suite 920; Sarasota, FL 34236). He also serves as a member of the Board of Directors of Sarasota Memorial Healthcare Foundation (October 2008 — Present; 1515 S. Osprey, Suite B4; Sarasota, FL 34239), and as a member of the Board of Advisors of SunTrust Southwest Florida (April 2004 — Present; 1777 Main Street; Sarasota, FL 34236). Mr. Gelbman is a Trustee at Rollins College (May 1997 — Present; 1000 Holt Ave; Winter Park, FL 32789), and Chair of The Out-of-Door Academy College Preparatory School (August 2002 — Present; 444 Reid Street; Sarasota, FL 34242).

**Lawrence C. Best**

Mr. Best has served on the Board of Directors of Haemonetics since 2003. Mr. Best served as Senior Vice President and Chief Financial Officer for Boston Scientific. He is currently the Chairman of OXO Capital LLC. Further, Mr. Best currently serves as a member of the Board of Directors of Biogen Idec, Inc. and on the President's Council of Massachusetts General Hospital in Boston.

**Susan Bartlett Foote**

Ms. Bartlett Foote has served on the Board of Directors of Haemonetics since 2004. From 1999 — 2009, she served as Professor and head of the Division of Health Policy and Management at the School of Public Health at the University of Minnesota (416 Delaware Ave. S.E.; Minneapolis, MN 55455). She is currently Professor Emeritus. Ms. Foote is currently a member of the California State Bar Association (November 1977 — Present; San Francisco, CA) and the Board of Directors of Banner Health (November 1997 — Present; 1441 N. 12th Street; Phoenix, AZ 85006). Further, she serves on the Advisory Board of the Medical Technology Leadership Forum (October 1996 — Present; not-for-profit think tank; Indianapolis, IN). Ms. Foote is currently a consultant for Policy Insight, LLC (2009 — Present; 9 Crocus Hill; St. Paul, MN 55102).

**Brian P. Concannon**

Mr. Concannon joined Haemonetics in August 2003 as President, Patient Division and was promoted to President, Global Markets, in 2006. In 2007, Mr. Concannon was promoted to Chief Operating Officer. In April

2009, Mr. Concannon was promoted to President and Chief Executive Officer and elected to the Haemonetics Board of Directors. Mr. Concannon is also currently a member of the Board of Directors of Atlas Acquisition Corp.

**Pedro P. Granadillo**

Mr. Granadillo has served on the Board of Directors of Haemonetics since August 2004. He currently serves as Chairman of the Board of Tigris Pharmaceuticals, Inc. (January 2007 — Present; 115 Sansome Street, San Francisco, CA 94104). Mr. Granadillo is also currently a member of the Board of Directors of Dendron Corporation (October 2008 — Present; 3005 First Avenue; Seattle, WA 98121).

**Mark W. Kroll, Ph.D.**

Dr. Kroll has served on the Board of Directors of Haemonetics since January 2006. Dr. Kroll retired in 2005 as Chief Technology Officer and Senior Vice President of the Cardiac Rhythm Management Division of St. Jude Medical, Inc. (1995 — 2005; 15900 Valley View Court, Sylmar, CA 91342). Dr. Kroll is an Adjunct Full Professor of Biomedical Engineering at the University of Minnesota (July 2006 — Present; 416 Delaware Avenue S.E.; Minneapolis, MN 55455). Dr. Kroll currently serves on the Boards of Directors for Taser International, Inc. (January 2003 — Present; 17800 N. 8th Street; Scottsdale, AZ) and NewCardio Inc. (January 2008 — Present; 2350 Mission College Blvd., Suite 1175; Santa Clara, CA 95054).

**Ronald L. Merriman**

Mr. Merriman has served on the Board of Directors of Haemonetics since July 2005. Mr. Merriman is currently Manager of Merriman Partners, a consulting business for professional service firms (2003 — Present; 27 San Sovino; Newport Coast, CA 92657). Previously, Mr. Merriman held various senior level positions, including Vice Chair, at KPMG (August 1967 — August 1997; 757 Third Ave.; New York, NY 10017). Mr. Merriman is currently a member of the Board of Directors and chair of the Audit Committee and member of the Nominating and Governance Committee of Airastle Limited, a publicly traded aircraft leasing company (August 2006 — Present; 300 First Stamford Place; Stamford, CT 06902). He is also a member of the Board of Directors and chair of the Audit Committee and member of the International Committee of Pentair, Inc., a publicly traded global diversified industrial company (May 2005 — Present; 5500 Wayzata Blvd.; Golden Valley, MN 55416) and a member of the Board, Governance and Nominating Committee, Strategic Planning Committee and Audit Committee of Realty Income Corporation, a publicly traded real estate investment trust (July 2005 — Present; 600 Terraza Blvd.; Escondido, CA 92025).

*Executive Officers*

**Brad Nutter**

*Executive Chairman of the Board*

See above.

**Brian P. Concannon**

*President and Chief Executive Officer*

See above.

**Christopher J. Lindop**

*Chief Financial Officer and Vice President, Business Development*

Mr. Lindop joined Haemonetics in January 2007 as Vice President and Chief Financial Officer. In 2007 Mr. Lindop also assumed responsibility for business development. Prior to joining Haemonetics, Mr. Lindop was Chief Financial Officer at Inverness Medical Innovations, a rapidly growing global developer of advanced consumer and professional diagnostic products from September 2003 to November 2006 (51 Sawyer Road; Waltham, MA). Prior to this, he was Partner in the Boston offices of Ernst & Young LLP (June 2002 — September 2003; 200 Clarendon Street; Boston, MA) and Arthur Andersen LLP (August 1984 — June

2002) and was engagement partner to the Haemonetics account at both firms. Mr. Lindop is also currently a member of the Board of Directors and the President of Atlas Acquisition Corp.

**Peter M. Allen**  
*Chief Marketing Officer*

Mr. Allen joined Haemonetics in August 2003 as President, Donor Division. Mr. Allen was appointed Chief Marketing Officer for Haemonetics in 2008.

**Phillip Brancazio**  
*Vice President, Global Manufacturing*

Mr. Brancazio joined Haemonetics in May 2009 as Vice President, Global Manufacturing. Prior to joining Haemonetics, Mr. Brancazio held various manufacturing positions at Watson Pharmaceuticals, a \$2 billion pharmaceutical company (2004 — 2009; 2955 Orange Drive; Ft. Lauderdale, FL 33314).

**Joseph Forish**  
*Vice President, Human Resources*

Mr. Forish joined Haemonetics in December 2005 as Vice President, Human Resources. Prior to joining Haemonetics, Mr. Forish held various global human resources leadership roles, including Vice President, Corporate Human Resources for Rohm and Haas Company, an \$8 billion specialty materials company (February 1999 — August 2005; 100 Independence Mall West; Philadelphia, PA 19106).

**Mikael Gordon**  
*President, Global Markets*

Mr. Gordon joined Haemonetics in November 2007 as President, Europe and was promoted to President, Global Markets in February 2009. Prior to joining Haemonetics, Mr. Gordon was Regional Executive Manager North & West Europe for GE Healthcare Clinical Systems. From 1997 to 2007 he held various executive positions as Vice President IT, VP Laboratory Products, VP Strategic Planning and VP Global Sales within Amersham Biosciences (Stockholm, Sweden) until the company was acquired by General Electric in 2004. Mr. Gordon is a Swedish national.

**Alicia R. Lopez**  
*Vice President, Corporate Affairs*

Ms. Lopez joined Haemonetics in 1988 as General Counsel and Director of Human Resources. Since 1990, she has served as Secretary to the Haemonetics Board of Directors. In 2000, Ms. Lopez was appointed Senior Vice President. In 2003, Ms. Lopez was named Vice President and General Counsel and in 2004 she was promoted to General Counsel and Vice President of Administration. In 2007, Ms. Lopez was promoted to Vice President, Corporate Affairs. Currently, she has responsibility for world wide legal, quality, regulatory, medical, clinical, environmental health and safety, and public affairs. Ms. Lopez is also currently a member of the Board of Directors of Atlas Acquisition Corp.

**Dr. Jonathan White**  
*Vice President, Research and Development*

Dr. White joined Haemonetics in December 2008 as Vice President, Research and Development. Dr. White joined Haemonetics from Pfizer, where he held a number of roles including Chief Information Officer (1998 — 2008; 235 East 42nd Street; NY, NY 10017). He previously worked at McKinsey and Company in New York (1992 — 1998; 55 East 52nd Street, 21st floor; NY, NY 10022, Healthcare Consulting). Dr. White is a Fellow of the Royal College of Surgery in England (1988 — 1991; St. Bart's Hospital, London). He completed his qualifications as a neurosurgeon and worked in both clinical and academic medical settings. In

addition, he holds a Masters degree in Computer Science from Cambridge in England and a Masters degree in Business Administration from INSEAD in France.

**Atlas Acquisition Corp.**

*Directors*

**Brian P. Concannon, director since 2010**

See above, under "Haemonetics Corporation."

**Christopher J. Lindop, director since 2010**

See above, under "Haemonetics Corporation."

**Alicia R. Lopez, director since 2010**

See above, under "Haemonetics Corporation."

*Executive Officers*

**Christopher J. Lindop**

*President*

See above, under "Haemonetics Corporation."

**Riju Kumar**

*Treasurer*

Mr. Kumar has been the Treasurer of Atlas Acquisition Corp. since January 2010. Mr. Kumar is currently the Treasurer of Haemonetics Corporation (July 2008 — Present). From 2002 — 2007, Mr. Kumar worked at MedImmune, Inc. as the Assistant Treasurer (One MedImmune Way; Gaithersburg, MD 20878).

**James S. O'Shaughnessy**

*Secretary*

Mr. O'Shaughnessy is the Secretary of Atlas Acquisition Corp. (January 2010 — Present). Mr. O'Shaughnessy serves as Vice President, General Counsel, Chief Compliance Officer and Assistant Secretary of Haemonetics Corporation. He was appointed Chief Compliance Officer in 2009. From 2004 to 2007, Mr. O'Shaughnessy served as Vice President, Deputy General Counsel.

Manually signed facsimiles of the Letters of Transmittal, properly completed, will be accepted. The Letters of Transmittal and certificates evidencing Shares and any other required documents should be sent or delivered by each stockholder or his, her, or its broker, dealer, commercial bank, trust company, or other nominee to the Depository at one of its addresses set forth below:

*The Depository for the Offer is:*



By Mail:  
Computershare Trust Company, N.A.  
c/o Voluntary Corporate Actions  
P.O. Box 43011  
Providence, RI 02940-3011

By Facsimile Transmission:  
For Eligible Institutions Only:  
(617) 360-6810  
For Confirmation Only Telephone:  
(781) 575-2332

By Overnight Courier:  
Computershare Trust Company, N.A.  
c/o Voluntary Corporate Actions  
Suite V  
250 Royall Street  
Canton, MA 02021

For assistance call the Information Agent at (800) 549-6697

Questions or requests for assistance may be directed to the Information Agent at the address and telephone number set forth below. Additional copies of this Offer to Purchase, the Letters of Transmittal, and the Notice of Guaranteed Delivery may also be obtained from the Information Agent. Stockholders may also contact their broker, dealer, commercial bank or trust company for assistance concerning the Offer.

*The Information Agent for the Offer is:*

**D. F. King & Co., Inc.**

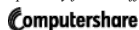
48 Wall Street  
New York, New York 10005  
Banks and Brokers Call Collect: (212) 269-5550  
All Others Call Toll-Free: (800) 549-6697

## Letter of Transmittal

to Tender Shares of Common Stock  
of  
**Global Med Technologies, Inc.**  
at  
**\$1.22 Net Per Share**  
Pursuant to the Offer to Purchase  
Dated February 19, 2010  
by  
**Atlas Acquisition Corp.,**  
a wholly-owned subsidiary of  
**Haemonetics Corporation**

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, BOSTON, MASSACHUSETTS TIME, ON MARCH 18, 2010, UNLESS THE OFFER IS EXTENDED.**

*The Depository for the Offer is:*



**By Mail:**  
Computershare Trust Company, N.A.  
c/o Voluntary Corporate Actions  
P.O. Box 43011  
Providence, RI 02940-3011

**By Facsimile Transmission:**  
For Eligible Institutions Only:  
(617) 360-6810

For Confirmation Only Telephone:  
(781) 575-2332

**By Overnight Courier:**  
Computershare Trust Company, N.A.  
c/o Voluntary Corporate Actions  
Suite V  
250 Royall Street  
Canton, MA 02021

**DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY. THE INSTRUCTIONS CONTAINED WITHIN THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED. YOU MUST SIGN THIS LETTER OF TRANSMITTAL IN THE APPROPRIATE SPACE PROVIDED THEREFOR, WITH SIGNATURE GUARANTEES IF REQUIRED, AND COMPLETE THE FORM W-9 SET FORTH BELOW OR APPROPRIATE IRS FORM W-8, AS APPLICABLE. SEE INSTRUCTION 9.**

DESCRIPTION OF SHARES TENDERED			
Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on Share Certificate(s))	Shares Tendered (Attach additional signed list if necessary)		
	A. Certificate Number(s)*	B. Total Number of Shares Represented by Certificate(s)*	C. Number of Shares Tendered**
	<b>D. Total Certificated Shares Tendered (sum of column C entries):</b>		
	<b>E. Total Shares Tendered by Book- Entry:</b>		
	<b>Total Shares Tendered (sum of D and E):</b>		

\* Need not be completed if transfer is made by book-entry transfer.

\*\* Unless otherwise indicated, it will be assumed that all Shares described above are being tendered. See Instruction 4.

VOLUNTARY CORPORATE ACTION COY: GLOB



This Letter of Transmittal is to be completed by stockholders of Global Med Technologies, Inc. either if Certificates (as defined below) are to be forwarded with this Letter of Transmittal or, unless an Agent's Message (as defined in the Offer to Purchase, as referred to below) is utilized, if tenders of Shares (as defined below) are to be made by book-entry transfer into the account of Computershare Trust Company, N.A. (the "Depository"), at the Depository Trust Company (the "Book-Entry Transfer Facility"), pursuant to the procedures set forth in Section 2 — "Procedures for Tendering Shares" of the Offer to Purchase. Stockholders who tender their Shares by book-entry transfer are referred to herein as "Book-Entry Stockholders." Stockholders whose Certificates are not immediately available or who cannot deliver their Certificates and all other required documents to the Depository on or prior to the Expiration Date (as defined in the Offer to Purchase), or who cannot complete the procedure for book-entry transfer on a timely basis, must tender their Shares according to the guaranteed delivery procedure set forth in Section 2 — "Procedures for Tendering Shares" of the Offer to Purchase. See Instruction 2 of this Letter of Transmittal. **Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Depository.**

**SPECIAL TENDER INSTRUCTIONS**

- o CHECK HERE IF SHARES ARE BEING TENDERED BY BOOK-ENTRY TRANSFER MADE TO AN ACCOUNT MAINTAINED BY THE DEPOSITARY WITH THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING (ONLY PARTICIPANTS IN THE BOOK-ENTRY TRANSFER FACILITY MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):

Name of Tendering Institution: \_\_\_\_\_

Account Number: \_\_\_\_\_

Transaction Code Number: \_\_\_\_\_

- o CHECK HERE IF SHARES ARE BEING TENDERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING (please enclose a photocopy of such notice of guaranteed delivery):

Name(s) of Registered Owner(s): \_\_\_\_\_

Window Ticket Number (if any): \_\_\_\_\_

Date of Execution of Notice of Guaranteed Delivery: \_\_\_\_\_

Name of Institution that Guaranteed Delivery: \_\_\_\_\_

Account Number: \_\_\_\_\_

Transaction Code Number: \_\_\_\_\_

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**NOTE: SIGNATURES MUST BE PROVIDED BELOW**  
**PLEASE READ CAREFULLY THE ACCOMPANYING INSTRUCTIONS**

Ladies and Gentlemen:

The undersigned hereby tenders to Atlas Acquisition Corp., a Colorado corporation (“Acquisition Corp.”) and a direct wholly-owned subsidiary of Haemonetics Corporation, a Massachusetts corporation (“Haemonetics”), the above described shares of common stock, par value \$0.01 per share (the “Shares”), and the certificates representing the Shares (the “Certificates”) of Global Med Technologies, Inc., a Colorado corporation (“Global Med”), at a price of \$1.22 per share, net to the seller in cash, for each outstanding Share, less any required withholding of taxes and without the payment of interest, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated February 19, 2010 (the “Offer to Purchase”), receipt of which is hereby acknowledged, and in this Letter of Transmittal (the “Letter of Transmittal,” which, together with the Offer to Purchase, as each may be amended or supplemented from time to time, constitutes the “Offer”).

Subject to, and effective upon, acceptance for payment of the Shares tendered herewith in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to, or upon the order of, Acquisition Corp. all right, title and interest in and to all of the Shares that are being tendered hereby, and irrevocably appoints the Depository the true and lawful agent, attorney-in-fact and proxy of the undersigned with respect to such Shares, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver such Certificates or transfer ownership of such Shares on the account books maintained by the Book-Entry Transfer Facility, together, in either case, with appropriate evidences of transfer, to the Depository for the account of Acquisition Corp., (b) present such Shares for transfer on the books of Global Med and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares, all in accordance with the terms and subject to the conditions of the Offer.

The undersigned irrevocably appoints designees of Acquisition Corp. as such undersigned’s agents, attorneys-in-fact and proxies, with full power of substitution, to the full extent of the undersigned’s rights with respect to the Shares tendered by the undersigned and accepted for payment by Acquisition Corp. All such powers of attorney and proxies shall be considered irrevocable and coupled with an interest. Such appointment will be effective when, and only to the extent that, Acquisition Corp. accepts such Shares for payment. Upon such acceptance for payment, all prior powers of attorney, proxies and consents given by the undersigned with respect to such Shares will be revoked without further action, and no subsequent powers of attorney or proxies may be given nor any subsequent written consents executed (and, if given or executed, will not be deemed effective). The designees of Acquisition Corp. will, with respect to the Shares for which such appointment is effective, be empowered to exercise all voting and other rights of the undersigned as they in their sole discretion may deem proper at any annual or special meeting of Global Med stockholders or any adjournment or postponement thereof, by written consent in lieu of any such meeting or otherwise. Acquisition Corp. reserves the right to require that, in order for the Shares to be deemed validly tendered, immediately upon Acquisition Corp.’s acceptance of such Shares, Acquisition Corp. must be able to exercise full voting rights with respect to such Shares, including, without limitation, voting at any meeting of stockholders.

The undersigned hereby represents and warrants that (a) the undersigned has full power and authority to tender, sell, assign and transfer the undersigned’s Shares tendered hereby and (b) when the Shares are accepted for payment by Acquisition Corp., Acquisition Corp. will acquire good, marketable and unencumbered title to the Shares, free and clear of all liens, restrictions, charges and encumbrances, and the same will not be subject to any adverse claim and will not have been transferred to Acquisition Corp. in violation of any contractual or other restriction on the transfer thereof. The undersigned, upon request, will execute and deliver any additional documents deemed by the Depository or Acquisition Corp. to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby.

All authority herein conferred or agreed to be conferred shall not be affected by and shall survive the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

Tenders of Shares made pursuant to the Offer may be withdrawn at any time prior to their acceptance for payment by Acquisition Corp. pursuant to the Offer. See Section 3 — “Withdrawal Rights” of the Offer to Purchase.

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Unless otherwise indicated herein under "Special Payment Instructions," please issue the check for the purchase price and/or issue or return any Certificate(s) not tendered or not accepted for payment in the name(s) of the registered holder(s) appearing under "Description of Shares Tendered." Similarly, unless otherwise indicated herein under "Special Delivery Instructions," please mail the check for the purchase price and/or any Certificate(s) not tendered or not accepted for payment (and accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing under "Description of Shares Tendered." In the event that both the "Special Delivery Instructions" and the "Special Payment Instructions" are completed, please issue the check for the purchase price and/or any Certificate(s) not tendered or accepted for payment in the name of, and deliver such check and/or such Certificates to, the person or persons so indicated. Unless otherwise indicated herein under "Special Payment Instructions," please credit any Shares tendered herewith by book-entry transfer that are not accepted for payment by crediting the account at the Book-Entry Transfer Facility designated above. The undersigned recognizes that Acquisition Corp. has no obligation, pursuant to the Special Payment Instructions, to transfer any Shares from the name(s) of the registered holder(s) thereof if Acquisition Corp. does not accept for payment any of the Shares so tendered.

- o CHECK HERE IF ANY CERTIFICATES REPRESENTING SHARES THAT YOU OWN HAVE BEEN LOST, STOLEN OR DESTROYED AND SEE INSTRUCTION 11.  
NUMBER OF SHARES REPRESENTED BY LOST, STOLEN OR DESTROYED CERTIFICATES:

---

\* YOU MUST CONTACT THE TRANSFER AGENT TO HAVE ALL LOST, STOLEN OR DESTROYED CERTIFICATES REPLACED IF YOU WANT TO TENDER SUCH SHARES. SEE INSTRUCTION 11 OF THE ATTACHED INSTRUCTIONS FOR CONTACT INFORMATION FOR THE TRANSFER AGENT.

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**SPECIAL PAYMENT INSTRUCTIONS**  
(See Instructions 1, 4, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares tendered and accepted for payment and/or certificates for Shares not tendered or not accepted for payment is/are to be issued in the name of someone other than the undersigned.

Issue:  Check  Certificate(s) to:

Name: \_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_

\_\_\_\_\_  
(Include Zip Code)

\_\_\_\_\_  
(Tax Identification or Social Security Number)

**SPECIAL DELIVERY INSTRUCTIONS**  
(See Instructions 1, 4, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares tendered and accepted for payment and/or certificates for Shares not tendered or not accepted for payment is/are to be sent to someone other than the undersigned or to the undersigned at an address other than that above.

Deliver:  Check  Certificate(s) to:

Name: \_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_

\_\_\_\_\_  
(Include Zip Code)

\_\_\_\_\_  
(Tax Identification or Social Security Number)

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**IMPORTANT  
STOCKHOLDER(S) SIGN HERE**

\_\_\_\_\_  
(Signature(s) of Stockholder(s))

\_\_\_\_\_  
(Signature(s) of Stockholder(s))

Must be signed by registered holder(s) exactly as name(s) appear(s) on certificate(s) for the Shares or on a security position listing or by person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the following and see Instruction 5.

Dated: , ,

Name(s) \_\_\_\_\_  
(Please Print)

Capacity (Full Title) \_\_\_\_\_

Address \_\_\_\_\_  
(Including Zip Code)

Daytime Area Code and Telephone Number \_\_\_\_\_

Employer Identification or Social Security Number \_\_\_\_\_

**GUARANTEE OF SIGNATURE(S)  
(See Instructions 1 and 5)**

Authorized Signature \_\_\_\_\_

Name \_\_\_\_\_  
(Please Print)

Title \_\_\_\_\_  
(Please Print)

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_  
(Include Zip Code)

Daytime Area Code and Telephone Number \_\_\_\_\_

Dated: , ,

## INSTRUCTIONS

### Forming Part of the Terms and Conditions of the Offer

1. *Guarantee of Signatures.* No signature guarantee is required on this Letter of Transmittal if: (a) this Letter of Transmittal is signed by the registered holder(s) of the Shares (which term, for purposes of this document, shall include any participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of the Shares) tendered herewith, unless such holder(s) has completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" or (b) such Shares are tendered for the account of a firm which is a bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP") and the New York Stock Exchange Medallion Signature Program ("MSP"), or any other "eligible guarantor institution" (as defined in Rule 17Ad-15 under the Securities Exchange Act of 1934) (each of the foregoing, an "Eligible Institution"). In all other cases, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 5 of this Letter of Transmittal.

2. *Requirements of Tender.* This Letter of Transmittal is to be completed by stockholders either if Certificates are to be forwarded herewith or, unless an Agent's Message is utilized, if tenders are to be made pursuant to the procedure for tender by book-entry transfer set forth in Section 2 — "Procedures for Tendering Shares" of the Offer to Purchase. Certificates evidencing tendered Shares, or timely confirmation (a "Book-Entry Confirmation") of a book-entry transfer of Shares into the Depository's account at the Book-Entry Transfer Facility, as well as this Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an Agent's Message in connection with a book-entry transfer, and any other documents required by this Letter of Transmittal, must be received by the Depository at one of its addresses set forth herein on or prior to the Expiration Date. Stockholders whose Certificates are not immediately available or who cannot deliver their Certificates and all other required documents to the Depository on or prior to the Expiration Date or who cannot complete the procedure for delivery by book-entry transfer on a timely basis may tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedure set forth in Section 2 — "Procedures for Tendering Shares" of the Offer to Purchase. Pursuant to such procedure: (a) such tender must be made by or through an Eligible Institution; (b) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Acquisition Corp., must be received by the Depository on or prior to the Expiration Date; and (c) the Certificates (or a Book-Entry Confirmation) representing all tendered Shares in proper form for transfer, in each case, together with this Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry delivery, an Agent's Message) and any other documents required by this Letter of Transmittal, must be received by the Depository within three OTC Bulletin Board trading days after the date of execution of such Notice of Guaranteed Delivery. If Certificates are forwarded separately in multiple deliveries to the Depository, a properly completed and duly executed Letter of Transmittal must accompany each such delivery.

THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL, CERTIFICATES AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH THE BOOK-ENTRY TRANSFER FACILITY, IS AT THE OPTION AND RISK OF THE TENDERING STOCKHOLDER, AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT YOU USE REGISTERED MAIL WITH RETURN RECEIPT REQUESTED AND THAT YOU PROPERLY INSURE YOUR PACKAGE. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY. NO ALTERNATIVE, CONDITIONAL OR CONTINGENT TENDERS WILL BE ACCEPTED. ALL TENDERING STOCKHOLDERS, BY EXECUTION OF THIS LETTER OF TRANSMITTAL (IF BY AN ELIGIBLE INSTITUTION), WAIVE ANY RIGHT TO RECEIVE ANY NOTICE OF THE ACCEPTANCE OF THEIR SHARES FOR PAYMENT.

3. *Inadequate Space.* If the space provided herein is inadequate, the Certificate numbers and/or the number of Shares and any other required information should be listed on a separate signed schedule attached hereto.

4. *Partial Tenders (Not Applicable to Stockholders Who Tender by Book-Entry Transfer).* If fewer than all of the Shares evidenced by any Certificate submitted are to be tendered, fill in the number of Shares which are to be tendered in

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the box entitled "Number of Shares Tendered" in the "Description of Shares Tendered." In such cases, new Certificates for the Shares that were evidenced by your old Certificates, but were not tendered by you, will be sent to you, unless otherwise provided in the appropriate box on this Letter of Transmittal, as soon as practicable after the Expiration Date. All Shares represented by Certificates delivered to the Depository will be deemed to have been tendered unless otherwise indicated.

5. *Signatures on Letter of Transmittal, Stock Powers and Endorsements.* If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Certificate(s) without alteration, enlargement or any change whatsoever.

If any of the Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal. If any of the tendered Shares are registered in different names on several Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of Certificates.

If this Letter of Transmittal or any Certificates or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Acquisition Corp. of their authority so to act must be submitted with this Letter of Transmittal.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares listed and transmitted hereby, no endorsements of Certificates or separate stock powers are required unless payment is to be made to, or Certificates for Shares not tendered or not purchased are to be issued in the name of, a person other than the registered holder(s). In such latter case, signatures on such Certificates or stock powers must be guaranteed by an Eligible Institution. See Instruction 1 of this Letter of Transmittal.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Certificate(s) listed, the Certificate(s) must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear on the Certificate(s). Signatures on such Certificates or stock powers must be guaranteed by an Eligible Institution. See Instruction 1 of this Letter of Transmittal.

6. *Stock Transfer Taxes.* The holders tendering their Shares will pay any stock transfer taxes with respect to the transfer and sale of Shares to Acquisition Corp. or its order pursuant to the Offer. If payment is to be made to, or if Certificates for Shares not tendered or accepted for payment are to be registered in the name of, any person other than the registered holder(s), or if tendered Certificates are registered in the name of any person other than the person(s) signing this Letter of Transmittal, such person shall provide all documents reasonably required to evidence such transfer from the registered holder and shall provide evidence that any applicable stock transfer taxes have been paid.

7. *Special Payment and Delivery Instructions.* If a check is to be issued in the name of, and/or Certificates for Shares not tendered or not accepted for payment are to be issued or returned to, a person other than the signer of this Letter of Transmittal or if a check and/or such Certificates are to be returned to a person other than the person(s) signing this Letter of Transmittal or to an address other than that shown in this Letter of Transmittal, the appropriate boxes on this Letter of Transmittal must be completed. A Book-Entry Stockholder may request that Shares not accepted for payment be credited to such account maintained at the Book-Entry Transfer Facility as such Book-Entry Stockholder may designate under "Special Payment Instructions." If no such instructions are given, such Shares not accepted for payment will be returned by crediting the account at the Book-Entry Transfer Facility designated above.

8. *Waiver of Conditions.* Subject to the terms and conditions of the Merger Agreement (as defined in the Offer to Purchase) and the applicable rules and regulations of the U.S. Securities and Exchange Commission, the conditions of the Offer may be waived by Acquisition Corp. at any time and from time to time in its sole discretion.

9. (a) *Backup Federal Income Tax Withholding and Form W-9.* Under the "backup withholding" provisions of U.S. federal tax law, withholding of 28% of the payments in respect of surrendered Shares may be required. To prevent backup withholding, each surrendering United States stockholder must either (a) complete and sign the Form W-9 included in this Letter of Transmittal, and provide the holder's correct taxpayer identification number ("TIN") and certify, under penalties of perjury, that the TIN provided is correct, that the holder is a U.S. person (or a U.S. resident alien) and that (i) the

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stockholder has not been notified by the Internal Revenue Service ("IRS") that the stockholder is subject to backup withholding as a result of failure to report all interest or dividends or (ii) the IRS has notified the stockholder that the stockholder is no longer subject to backup withholding; or (b) provide an adequate basis for exemption.

The TIN provided must match the name given to avoid backup withholding. For individuals, the TIN is the individual's social security number ("SSN"). However, if the stockholder is a resident alien and does not have and is not eligible to get an SSN, such stockholder's TIN is such stockholder's IRS individual taxpayer identification number ("ITIN"). If the stockholder is a sole proprietor and has an employer identification number ("EIN"), such stockholder may enter either its SSN or EIN; however, the IRS prefers that such stockholder use its SSN. If the stockholder is a single-owner limited liability company ("LLC") that is disregarded as an entity separate from its owner for tax purposes, enter the owner's SSN (or EIN, if it has one). For stockholders that are other entities (including an LLC treated as a partnership or corporation for tax purposes), enter the stockholder's EIN. For further information concerning backup withholding (including how to obtain a TIN if you do not have one and how to complete the Form W-9 if the Certificates are held in more than one name), visit the IRS website at <http://www.irs.gov/>.

Certain holders of Shares (including, among others, all corporations and certain foreign persons) are not subject to these backup withholding and reporting requirements. Exempt persons should indicate their exempt status on the Form W-9. If the Depository is not provided with the correct TIN or an adequate basis for exemption, the stockholder may be subject to a \$50 penalty imposed by the IRS and backup withholding at a rate of 28%.

If payment for surrendered Shares is to be made pursuant to Special Payment Instructions and/or Special Delivery Instructions to a person other than the surrendering stockholder, backup withholding will apply unless such other person, rather than the surrendering stockholder, complies with the procedures described above to avoid backup withholding.

Failure to complete the Form W-9 will not, by itself, cause the Shares to be deemed invalidly surrendered, but may require the Depository to withhold 28% of the amount of any payments for such Certificates. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained, provided the appropriate returns are filed with the IRS.

(b) *Form W-8 for Non-U.S. Persons.* A non-U.S. individual or entity may qualify as an exempt recipient by submitting the appropriate IRS Form W-8, properly completed and signed under penalty of perjury, attesting to the stockholder's exempt status. Such non-U.S. Holders must complete, execute and submit the appropriate IRS Form W-8. IRS Forms W-8 are available from the IRS's web site, at <http://www.irs.gov/>. Please consult your accountant or tax advisor for further guidance as to the proper IRS Form W-8 to complete and return to claim exemption from backup withholding.

10. *Requests for Assistance or Additional Copies.* Questions or requests for assistance may be directed to the Information Agent at the address and telephone numbers set forth on the last page of this Letter of Transmittal. Additional copies of the Offer to Purchase, this Letter of Transmittal, and the Notice of Guaranteed Delivery relating to the Shares also may be obtained from the Information Agent or from brokers, dealers, commercial banks, trust companies or other nominees.

11. *Lost, Stolen or Destroyed Certificates.* If any Certificate has been lost, stolen or destroyed, the stockholder should promptly notify the Transfer Agent for the Shares, Computershare Trust Company, N.A., by calling (800) 962-4284. The stockholder then will be instructed as to the steps that must be taken in order to replace the Certificate. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed Certificates have been followed.

12. *Irregularities.* All questions as to the validity, form, eligibility (including time of receipt), and acceptance for exchange of any tender of Shares will be determined by Acquisition Corp. in its sole discretion, and its determinations shall be final and binding. Acquisition Corp. reserves the absolute right to reject any and all tenders of Shares that it determines are not in proper form or the acceptance of or payment for which may, in the opinion of Acquisition Corp.'s counsel, be unlawful. Acquisition Corp. also reserves the absolute right to waive certain conditions to the Offer described

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in Section 14 — “Certain Conditions of the Offer” of the Offer to Purchase, or any defect or irregularity in the tender of any Shares. No tender of Shares will be deemed to be properly made until all defects and irregularities in tenders of shares have been cured or waived. None of Haemonetics, Acquisition Corp., the Information Agent, the Depositary or any other person is or will be obligated to give notice of any defects or irregularities in the tender of Shares and none of them will incur any liability for failure to give any such notice. Acquisition Corp.’s interpretation of the terms and conditions of the Offer, including the Letter of Transmittal, will be final and binding.

**IMPORTANT: THIS LETTER OF TRANSMITTAL, PROPERLY COMPLETED AND DULY EXECUTED, TOGETHER WITH ANY REQUIRED SIGNATURE GUARANTEES, OR, IN THE CASE OF A BOOK-ENTRY TRANSFER, AN AGENT’S MESSAGE, AND ANY OTHER REQUIRED DOCUMENTS, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION DATE, AND EITHER CERTIFICATES FOR TENDERED SHARES MUST BE RECEIVED BY THE DEPOSITARY OR SHARES MUST BE DELIVERED PURSUANT TO THE PROCEDURES FOR BOOK-ENTRY TRANSFER, IN EACH CASE PRIOR TO THE EXPIRATION DATE, OR THE TENDERING STOCKHOLDER MUST COMPLY WITH THE PROCEDURES FOR GUARANTEED DELIVERY.**

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**Request for Taxpayer  
Identification Number and Certification**

**Give form to the  
requester. Do not  
send to the IRS.**

<b>Print or type</b> See <b>Specific Instructions</b> on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) > _ _ _ _ _ <input type="checkbox"/> Other (see instructions)	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person >	Date >
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

#### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

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Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual 2. Two or more individuals (joint account) 3. Custodian account of a minor (Uniform Gift to Minors Act) 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law 5. Sole proprietorship or disregarded entity owned by an individual	The individual The actual owner of the account or, if combined funds, the first individual on the account 1 The minor 2 The grantor-trustee 1 The actual owner 1 The owner 3
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual 7. A valid trust, estate, or pension trust 8. Corporate or LLC electing corporate status on Form 8832 9. Association, club, religious, charitable, educational, or other tax-exempt organization 10. Partnership or multi-member LLC 11. A broker or registered nominee 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The owner Legal entity 4 The corporation The organization The partnership The broker or nominee The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-1 DTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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Questions and requests for assistance may be directed to the Information Agent at the location and telephone number set forth below. Additional copies of the Offer to Purchase, this Letter of Transmittal and other tender offer materials may be directed to the Information Agent at the locations and telephone numbers set forth below.

*The Information Agent for the Offer is:*

**D. F. King & Co., Inc.**  
48 Wall Street  
New York, New York 10005  
Banks and Brokers Call Collect: (212) 269-5550  
All Others Call Toll-Free: (800) 549-6697

VOLUNTARY CORPORATE ACTION COY: GLOB

**Letter of Transmittal**

**to Tender Shares of Series A Convertible Preferred Stock**  
**of**  
**Global Med Technologies, Inc.**  
**at**  
**\$1,694.44 Net Per Share**  
**Pursuant to the Offer to Purchase**  
**Dated February 19, 2010**  
**by**  
**Atlas Acquisition Corp.,**  
**a wholly-owned subsidiary of**  
**Haemonetics Corporation**

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, BOSTON, MASSACHUSETTS TIME, ON MARCH 18, 2010, UNLESS THE OFFER IS EXTENDED.**

*The Depository for the Offer is:*



**By Mail:**  
 Computershare Trust Company, N.A.  
 c/o Voluntary Corporate Actions  
 P.O. Box 43011  
 Providence, RI 02940-3011

**By Facsimile Transmission:**  
 For Eligible Institutions Only:  
 (617) 360-6810

For Confirmation Only Telephone:  
 (781) 575-2332

**By Overnight Courier:**  
 Computershare Trust Company, N.A.  
 c/o Voluntary Corporate Actions  
 Suite V  
 250 Royall Street  
 Canton, MA 02021

**DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY. THE INSTRUCTIONS CONTAINED WITHIN THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED. YOU MUST SIGN THIS LETTER OF TRANSMITTAL IN THE APPROPRIATE SPACE PROVIDED THEREFOR, WITH SIGNATURE GUARANTEES IF REQUIRED, AND COMPLETE THE FORM W-9 SET FORTH BELOW OR APPROPRIATE IRS FORM W-8, AS APPLICABLE. SEE INSTRUCTION 9.**

DESCRIPTION OF SHARES TENDERED			
Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on Share Certificate(s))	Shares Tendered (Attach additional signed list if necessary)		
	Certificate Number(s)*	Total Number of Shares Represented by Certificate(s)*	Number of Shares Tendered**
	Total Shares		

\* Need not be completed if transfer is made by book-entry transfer.

\*\* Unless otherwise indicated, it will be assumed that all Shares described above are being tendered. See Instruction 4.

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This Letter of Transmittal is to be completed by stockholders of Global Med Technologies, Inc. either if Certificates (as defined below) are to be forwarded with this Letter of Transmittal or, unless an Agent's Message (as defined in the Offer to Purchase, as referred to below) is utilized, if tenders of Shares (as defined below) are to be made by book-entry transfer into the account of Computershare Trust Company, N.A. (the "Depository"), at the Depository Trust Company (the "Book-Entry Transfer Facility"), pursuant to the procedures set forth in Section 2 — "Procedures for Tendering Shares" of the Offer to Purchase. Stockholders who tender their Shares by book-entry transfer are referred to herein as "Book-Entry Stockholders." Stockholders whose Certificates are not immediately available or who cannot deliver their Certificates and all other required documents to the Depository on or prior to the Expiration Date (as defined in the Offer to Purchase), or who cannot complete the procedure for book-entry transfer on a timely basis, must tender their Shares according to the guaranteed delivery procedure set forth in Section 2 — "Procedures for Tendering Shares" of the Offer to Purchase. See Instruction 2 of this Letter of Transmittal. **Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Depository.**

**SPECIAL TENDER INSTRUCTIONS**

- o CHECK HERE IF SHARES ARE BEING TENDERED BY BOOK-ENTRY TRANSFER MADE TO AN ACCOUNT MAINTAINED BY THE DEPOSITARY WITH THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING (ONLY PARTICIPANTS IN THE BOOK-ENTRY TRANSFER FACILITY MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):

Name of Tendering Institution: \_\_\_\_\_

Account Number: \_\_\_\_\_

Transaction Code Number: \_\_\_\_\_

- o CHECK HERE IF SHARES ARE BEING TENDERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING (please enclose a photocopy of such notice of guaranteed delivery):

Name(s) of Registered Owner(s): \_\_\_\_\_

Window Ticket Number (if any): \_\_\_\_\_

Date of Execution of Notice of Guaranteed Delivery: \_\_\_\_\_

Name of Institution that Guaranteed Delivery: \_\_\_\_\_

Account Number: \_\_\_\_\_

Transaction Code Number: \_\_\_\_\_

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**NOTE: SIGNATURES MUST BE PROVIDED BELOW**  
**PLEASE READ CAREFULLY THE ACCOMPANYING INSTRUCTIONS**

Ladies and Gentlemen:

The undersigned hereby tenders to Atlas Acquisition Corp., a Colorado corporation ("Acquisition Corp.") and a direct wholly-owned subsidiary of Haemonetics Corporation, a Massachusetts corporation ("Haemonetics"), the above described shares of Series A Convertible Preferred Stock, par value \$0.01 per share (the "Shares"), and the certificates representing the Shares (the "Certificates") of Global Med Technologies, Inc., a Colorado corporation ("Global Med"), at a price of \$1,694.44 per share, net to the seller in cash, for each outstanding Share, less any required withholding of taxes and without the payment of interest, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated February 19, 2010 (the "Offer to Purchase"), receipt of which is hereby acknowledged, and in this Letter of Transmittal (the "Letter of Transmittal," which, together with the Offer to Purchase, as each may be amended or supplemented from time to time, constitutes the "Offer").

Subject to, and effective upon, acceptance for payment of the Shares tendered herewith in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to, or upon the order of, Acquisition Corp. all right, title and interest in and to all of the Shares that are being tendered hereby, and irrevocably appoints the Depository the true and lawful agent, attorney-in-fact and proxy of the undersigned with respect to such Shares, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver such Certificates or transfer ownership of such Shares on the account books maintained by the Book-Entry Transfer Facility, together, in either case, with appropriate evidences of transfer, to the Depository for the account of Acquisition Corp., (b) present such Shares for transfer on the books of Global Med and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares, all in accordance with the terms and subject to the conditions of the Offer.

The undersigned irrevocably appoints designees of Acquisition Corp. as such undersigned's agents, attorneys-in-fact and proxies, with full power of substitution, to the full extent of the undersigned's rights with respect to the Shares tendered by the undersigned and accepted for payment by Acquisition Corp. All such powers of attorney and proxies shall be considered irrevocable and coupled with an interest. Such appointment will be effective when, and only to the extent that, Acquisition Corp. accepts such Shares for payment. Upon such acceptance for payment, all prior powers of attorney, proxies and consents given by the undersigned with respect to such Shares will be revoked without further action, and no subsequent powers of attorney or proxies may be given nor any subsequent written consents executed (and, if given or executed, will not be deemed effective). The designees of Acquisition Corp. will, with respect to the Shares for which such appointment is effective, be empowered to exercise all voting and other rights of the undersigned as they in their sole discretion may deem proper at any annual or special meeting of Global Med stockholders or any adjournment or postponement thereof, by written consent in lieu of any such meeting or otherwise. Acquisition Corp. reserves the right to require that, in order for the Shares to be deemed validly tendered, immediately upon Acquisition Corp.'s acceptance of such Shares, Acquisition Corp. must be able to exercise full voting rights with respect to such Shares, including, without limitation, voting at any meeting of stockholders.

The undersigned hereby represents and warrants that (a) the undersigned has full power and authority to tender, sell, assign and transfer the undersigned's Shares tendered hereby and (b) when the Shares are accepted for payment by Acquisition Corp., Acquisition Corp. will acquire good, marketable and unencumbered title to the Shares, free and clear of all liens, restrictions, charges and encumbrances, and the same will not be subject to any adverse claim and will not have been transferred to Acquisition Corp. in violation of any contractual or other restriction on the transfer thereof. The undersigned, upon request, will execute and deliver any additional documents deemed by the Depository or Acquisition Corp. to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby.

All authority herein conferred or agreed to be conferred shall not be affected by and shall survive the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

Tenders of Shares made pursuant to the Offer may be withdrawn at any time prior to their acceptance for payment by Acquisition Corp. pursuant to the Offer. See Section 3 — "Withdrawal Rights" of the Offer to Purchase.

Unless otherwise indicated herein under "Special Payment Instructions," please issue the check for the purchase price and/or issue or return any Certificate(s) not tendered or not accepted for payment in the name(s) of the registered holder(s) appearing under "Description of Shares Tendered." Similarly, unless otherwise indicated herein under "Special Delivery

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Instructions," please mail the check for the purchase price and/or any Certificate(s) not tendered or not accepted for payment (and accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing under "Description of Shares Tendered." In the event that both the "Special Delivery Instructions" and the "Special Payment Instructions" are completed, please issue the check for the purchase price and/or any Certificate(s) not tendered or accepted for payment in the name of, and deliver such check and/or such Certificates to, the person or persons so indicated. Unless otherwise indicated herein under "Special Payment Instructions," please credit any Shares tendered herewith by book-entry transfer that are not accepted for payment by crediting the account at the Book-Entry Transfer Facility designated above. The undersigned recognizes that Acquisition Corp. has no obligation, pursuant to the Special Payment Instructions, to transfer any Shares from the name(s) of the registered holder(s) thereof if Acquisition Corp. does not accept for payment any of the Shares so tendered.

- o CHECK HERE IF ANY CERTIFICATES REPRESENTING SHARES THAT YOU OWN HAVE BEEN LOST, STOLEN OR DESTROYED AND SEE INSTRUCTION 11.

NUMBER OF SHARES REPRESENTED BY LOST, STOLEN OR DESTROYED CERTIFICATES:

- \* YOU MUST CONTACT GLOBAL MED TO HAVE ALL LOST, STOLEN OR DESTROYED CERTIFICATES REPLACED IF YOU WANT TO TENDER SUCH SHARES. SEE INSTRUCTION 11 OF THE ATTACHED INSTRUCTIONS FOR CONTACT INFORMATION FOR GLOBAL MED.

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**SPECIAL PAYMENT INSTRUCTIONS**  
(See Instructions 1, 4, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares tendered and accepted for payment and/or certificates for Shares not tendered or not accepted for payment is/are to be issued in the name of someone other than the undersigned.

Issue:  Check  Certificate(s) to:

Name: \_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_

\_\_\_\_\_  
(Include Zip Code)

\_\_\_\_\_  
(Tax Identification or Social Security Number)

**SPECIAL DELIVERY INSTRUCTIONS**  
(See Instructions 1, 4, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares tendered and accepted for payment and/or certificates for Shares not tendered or not accepted for payment is/are to be sent to someone other than the undersigned or to the undersigned at an address other than that above.

Deliver:  Check  Certificate(s) to:

Name: \_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_

\_\_\_\_\_  
(Include Zip Code)

\_\_\_\_\_  
(Tax Identification or Social Security Number)

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**IMPORTANT  
STOCKHOLDER(S) SIGN HERE**

\_\_\_\_\_  
(Signature(s) of Stockholder(s))

\_\_\_\_\_  
(Signature(s) of Stockholder(s))

Must be signed by registered holder(s) exactly as name(s) appear(s) on certificate(s) for the Shares or on a security position listing or by person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the following and see Instruction 5.

Dated: , ,

Name(s) \_\_\_\_\_  
(Please Print)

Capacity (Full Title) \_\_\_\_\_

Address \_\_\_\_\_  
(Including Zip Code)

Daytime Area Code and Telephone Number \_\_\_\_\_

Employer Identification or Social Security Number \_\_\_\_\_

**GUARANTEE OF SIGNATURE(S)  
(See Instructions 1 and 5)**

Authorized Signature \_\_\_\_\_

Name \_\_\_\_\_  
(Please Print)

Title \_\_\_\_\_  
(Please Print)

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_  
(Include Zip Code)

Daytime Area Code and Telephone Number \_\_\_\_\_

Dated: , ,

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## INSTRUCTIONS

### Forming Part of the Terms and Conditions of the Offer

1. *Guarantee of Signatures.* No signature guarantee is required on this Letter of Transmittal if: (a) this Letter of Transmittal is signed by the registered holder(s) of the Shares (which term, for purposes of this document, shall include any participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of the Shares) tendered herewith, unless such holder(s) has completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" or (b) such Shares are tendered for the account of a firm which is a bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association Inc., including the Securities Transfer Agents Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP") and the New York Stock Exchange Medallion Signature Program ("MSP"), or any other "eligible guarantor institution" (as defined in Rule 17Ad-15 under the Securities Exchange Act of 1934) (each of the foregoing, an "Eligible Institution"). In all other cases, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 5 of this Letter of Transmittal.

2. *Requirements of Tender.* This Letter of Transmittal is to be completed by stockholders either if Certificates are to be forwarded herewith or, unless an Agent's Message is utilized, if tenders are to be made pursuant to the procedure for tender by book-entry transfer set forth in Section 2 — "Procedures for Tendering Shares" of the Offer to Purchase. Certificates evidencing tendered Shares, or timely confirmation (a "Book-Entry Confirmation") of a book-entry transfer of Shares into the Depository's account at the Book-Entry Transfer Facility, as well as this Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an Agent's Message in connection with a book-entry transfer, and any other documents required by this Letter of Transmittal, must be received by the Depository at one of its addresses set forth herein on or prior to the Expiration Date. Stockholders whose Certificates are not immediately available or who cannot deliver their Certificates and all other required documents to the Depository on or prior to the Expiration Date or who cannot complete the procedure for delivery by book-entry transfer on a timely basis may tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedure set forth in Section 2 — "Procedures for Tendering Shares" of the Offer to Purchase. Pursuant to such procedure: (a) such tender must be made by or through an Eligible Institution; (b) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Acquisition Corp., must be received by the Depository on or prior to the Expiration Date; and (c) the Certificates (or a Book-Entry Confirmation) representing all tendered Shares in proper form for transfer, in each case, together with this Letter of Transmittal, properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry delivery, an Agent's Message) and any other documents required by this Letter of Transmittal, must be received by the Depository within three OTC Bulletin Board trading days after the date of execution of such Notice of Guaranteed Delivery. If Certificates are forwarded separately in multiple deliveries to the Depository, a properly completed and duly executed Letter of Transmittal must accompany each such delivery.

THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL, CERTIFICATES AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH THE BOOK-ENTRY TRANSFER FACILITY, IS AT THE OPTION AND RISK OF THE TENDERING STOCKHOLDER, AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT YOU USE REGISTERED MAIL WITH RETURN RECEIPT REQUESTED AND THAT YOU PROPERLY INSURE YOUR PACKAGE. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY. NO ALTERNATIVE, CONDITIONAL OR CONTINGENT TENDERS WILL BE ACCEPTED. ALL TENDERING STOCKHOLDERS, BY EXECUTION OF THIS LETTER OF TRANSMITTAL (IF BY AN ELIGIBLE INSTITUTION), WAIVE ANY RIGHT TO RECEIVE ANY NOTICE OF THE ACCEPTANCE OF THEIR SHARES FOR PAYMENT.

3. *Inadequate Space.* If the space provided herein is inadequate, the Certificate numbers and/or the number of Shares and any other required information should be listed on a separate signed schedule attached hereto.

4. *Partial Tenders (Not Applicable to Stockholders Who Tender by Book-Entry Transfer).* If fewer than all of the Shares evidenced by any Certificate submitted are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Number of Shares Tendered" in the "Description of Shares Tendered." In such cases, new Certificates for the Shares that were evidenced by your old Certificates, but were not tendered by you, will be sent to you, unless otherwise provided in the appropriate box on this Letter of Transmittal, as soon as practicable after the Expiration Date.

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All Shares represented by Certificates delivered to the Depository will be deemed to have been tendered unless otherwise indicated.

5. *Signatures on Letter of Transmittal, Stock Powers and Endorsements.* If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Certificate(s) without alteration, enlargement or any change whatsoever.

If any of the Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal. If any of the tendered Shares are registered in different names on several Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of Certificates.

If this Letter of Transmittal or any Certificates or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Acquisition Corp. of their authority so to act must be submitted with this Letter of Transmittal.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares listed and transmitted hereby, no endorsements of Certificates or separate stock powers are required unless payment is to be made to, or Certificates for Shares not tendered or not purchased are to be issued in the name of, a person other than the registered holder(s). In such latter case, signatures on such Certificates or stock powers must be guaranteed by an Eligible Institution. See Instruction 1 of this Letter of Transmittal.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Certificate(s) listed, the Certificate(s) must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear on the Certificate(s). Signatures on such Certificates or stock powers must be guaranteed by an Eligible Institution. See Instruction 1 of this Letter of Transmittal.

6. *Stock Transfer Taxes.* The holders tendering their Shares will pay any stock transfer taxes with respect to the transfer and sale of Shares to Acquisition Corp. or its order pursuant to the Offer. If payment is to be made to, or if Certificates for Shares not tendered or accepted for payment are to be registered in the name of, any person other than the registered holder(s), or if tendered Certificates are registered in the name of any person other than the person(s) signing this Letter of Transmittal, such person shall provide all documents reasonably required to evidence such transfer from the registered holder and shall provide evidence that any applicable stock transfer taxes have been paid.

7. *Special Payment and Delivery Instructions.* If a check is to be issued in the name of, and/or Certificates for Shares not tendered or not accepted for payment are to be issued or returned to, a person other than the signer of this Letter of Transmittal or if a check and/or such Certificates are to be returned to a person other than the person(s) signing this Letter of Transmittal or to an address other than that shown in this Letter of Transmittal, the appropriate boxes on this Letter of Transmittal must be completed. A Book-Entry Stockholder may request that Shares not accepted for payment be credited to such account maintained at the Book-Entry Transfer Facility as such Book-Entry Stockholder may designate under "Special Payment Instructions." If no such instructions are given, such Shares not accepted for payment will be returned by crediting the account at the Book-Entry Transfer Facility designated above.

8. *Waiver of Conditions.* Subject to the terms and conditions of the Merger Agreement (as defined in the Offer to Purchase) and the applicable rules and regulations of the U.S. Securities and Exchange Commission, the conditions of the Offer may be waived by Acquisition Corp. at any time and from time to time in its sole discretion.

9. (a) *Backup Federal Income Tax Withholding and Form W-9.* Under the "backup withholding" provisions of U.S. federal tax law, withholding of 28% of the payments in respect of surrendered Shares may be required. To prevent backup withholding, each surrendering United States stockholder must either (a) complete and sign the Form W-9 included in this Letter of Transmittal, and provide the holder's correct taxpayer identification number ("TIN") and certify, under penalties of perjury, that the TIN provided is correct, that the holder is a U.S. person (or a U.S. resident alien) and that (i) the stockholder has not been notified by the Internal Revenue Service ("IRS") that the stockholder is subject to backup withholding as a result of failure to report all interest or dividends or (ii) the IRS has notified the stockholder that the stockholder is no longer subject to backup withholding; or (b) provide an adequate basis for exemption.

The TIN provided must match the name given to avoid backup withholding. For individuals, the TIN is the individual's social security number ("SSN"). However, if the stockholder is a resident alien and does not have and is not

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eligible to get an SSN, such stockholder's TIN is such stockholder's IRS individual taxpayer identification number ("TIN"). If the stockholder is a sole proprietor and has an employer identification number ("EIN"), such stockholder may enter either its SSN or EIN; however, the IRS prefers that such stockholder use its SSN. If the stockholder is a single-owner limited liability company ("LLC") that is disregarded as an entity separate from its owner for tax purposes, enter the owner's SSN (or EIN, if it has one). For stockholders that are other entities (including an LLC treated as a partnership or corporation for tax purposes), enter the stockholder's EIN. For further information concerning backup withholding (including how to obtain a TIN if you do not have one and how to complete the Form W-9 if the Certificates are held in more than one name), visit the IRS website at <http://www.irs.gov/>.

Certain holders of Shares (including, among others, all corporations and certain foreign persons) are not subject to these backup withholding and reporting requirements. Exempt persons should indicate their exempt status on the Form W-9. If the Depository is not provided with the correct TIN or an adequate basis for exemption, the stockholder may be subject to a \$50 penalty imposed by the IRS and backup withholding at a rate of 28%.

If payment for surrendered Shares is to be made pursuant to Special Payment Instructions and/or Special Delivery Instructions to a person other than the surrendering stockholder, backup withholding will apply unless such other person, rather than the surrendering stockholder, complies with the procedures described above to avoid backup withholding.

Failure to complete the Form W-9 will not, by itself, cause the Shares to be deemed invalidly surrendered, but may require the Depository to withhold 28% of the amount of any payments for such Certificates. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained, provided the appropriate returns are filed with the IRS.

(b) *Form W-8 for Non-U.S. Persons.* A non-U.S. individual or entity may qualify as an exempt recipient by submitting the appropriate IRS Form W-8, properly completed and signed under penalty of perjury, attesting to the stockholder's exempt status. Such non-U.S. Holders must complete, execute and submit the appropriate IRS Form W-8. IRS Forms W-8 are available from the IRS's web site, at <http://www.irs.gov/>. Please consult your accountant or tax advisor for further guidance as to the proper IRS Form W-8 to complete and return to claim exemption from backup withholding.

10. *Requests for Assistance or Additional Copies.* Questions or requests for assistance may be directed to the Information Agent at the address and telephone numbers set forth on the last page of this Letter of Transmittal. Additional copies of the Offer to Purchase, this Letter of Transmittal, and the Notice of Guaranteed Delivery relating to the Shares also may be obtained from the Information Agent or from brokers, dealers, commercial banks, trust companies or other nominees.

11. *Lost, Stolen or Destroyed Certificates.* If any Certificate has been lost, stolen or destroyed, the stockholder should promptly notify Global Med by calling (303) 238-2000. The stockholder then will be instructed as to the steps that must be taken in order to replace the Certificate. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed Certificates have been followed.

12. *Irregularities.* All questions as to the validity, form, eligibility (including time of receipt), and acceptance for exchange of any tender of Shares will be determined by Acquisition Corp. in its sole discretion, and its determinations shall be final and binding. Acquisition Corp. reserves the absolute right to reject any and all tenders of Shares that it determines are not in proper form or the acceptance of or payment for which may, in the opinion of Acquisition Corp.'s counsel, be unlawful. Acquisition Corp. also reserves the absolute right to waive certain conditions to the Offer described in Section 14 — "Certain Conditions of the Offer" of the Offer to Purchase, or any defect or irregularity in the tender of any Shares. No tender of Shares will be deemed to be properly made until all defects and irregularities in tenders of shares have been cured or waived. None of Haemonetics, Acquisition Corp., the Information Agent, the Depository or any other person is or will be obligated to give notice of any defects or irregularities in the tender of Shares and none of them will incur any liability for failure to give any such notice. Acquisition Corp.'s interpretation of the terms and conditions of the Offer, including the Letter of Transmittal, will be final and binding.

**IMPORTANT: THIS LETTER OF TRANSMITTAL, PROPERLY COMPLETED AND DULY EXECUTED, TOGETHER WITH ANY REQUIRED SIGNATURE GUARANTEES, OR, IN THE CASE OF A**

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**BOOK-ENTRY TRANSFER, AN AGENT'S MESSAGE, AND ANY OTHER REQUIRED DOCUMENTS, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION DATE, AND EITHER CERTIFICATES FOR TENDERED SHARES MUST BE RECEIVED BY THE DEPOSITARY OR SHARES MUST BE DELIVERED PURSUANT TO THE PROCEDURES FOR BOOK-ENTRY TRANSFER, IN EACH CASE PRIOR TO THE EXPIRATION DATE, OR THE TENDERING STOCKHOLDER MUST COMPLY WITH THE PROCEDURES FOR GUARANTEED DELIVERY.**

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Form **W-9**

(Rev. October 2007)

Department of the Treasury

Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

**Give form to the  
requester. Do not  
send to the IRS.**

<b>Print or type</b> See <b>Specific Instructions</b> on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) > _ _ _ _ _ <input type="checkbox"/> Other (see instructions)	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person >	Date >
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

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Form **W-9** (Rev. 10-2007)

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- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

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Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual 2. Two or more individuals (joint account) 3. Custodian account of a minor (Uniform Gift to Minors Act) 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law 5. Sole proprietorship or disregarded entity owned by an individual	The individual The actual owner of the account or, if combined funds, the first individual on the account 1 The minor 2 The grantor-trustee 1 The actual owner 1 The owner 3
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual 7. A valid trust, estate, or pension trust 8. Corporate or LLC electing corporate status on Form 8832 9. Association, club, religious, charitable, educational, or other tax-exempt organization 10. Partnership or multi-member LLC 11. A broker or registered nominee 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The owner Legal entity 4 The corporation The organization The partnership The broker or nominee The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-1 DTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Questions and requests for assistance may be directed to the Information Agent at the location and telephone number set forth below. Additional copies of the Offer to Purchase, this Letter of Transmittal and other tender offer materials may be directed to the Information Agent at the locations and telephone numbers set forth below.

*The Information Agent for the Offer is:*

**D. F. King & Co., Inc.**  
48 Wall Street  
New York, New York 10005  
Banks and Brokers Call Collect: (212) 269-5550  
All Others Call Toll-Free: (800) 549-6697

VOLUNTARY CORPORATE ACTION COY: GLOB

**Notice of Guaranteed Delivery  
for Tender of Shares of Common Stock  
of  
Global Med Technologies, Inc.  
at  
\$1.22 Net Per Share  
by  
Atlas Acquisition Corp.,  
a wholly-owned subsidiary of  
Haemonetics Corporation  
(Not to be used for Signature Guarantees)**

This Notice of Guaranteed Delivery, or a form substantially equivalent hereto, must be used to accept the Offer (as defined below) if certificates representing shares of common stock, \$0.01 par value per share (the "Shares"), of Global Med Technologies, Inc., a Colorado corporation, are not immediately available, if the procedure for book-entry transfer cannot be completed on a timely basis, or if time will not permit all required documents to reach Computershare Trust Company, N.A. (the "Depository") before the Expiration Date (as defined in the Offer to Purchase). This form may be delivered or transmitted by telegram, facsimile transmission or mail to the Depository **and must include a Guarantee by an Eligible Institution** (as defined in the Offer to Purchase). See Section 2 — "Procedures for Tendering Shares" of the Offer to Purchase.

*The Depository for the Offer is:*



**By Mail:**  
Computershare Trust Company, N.A.  
c/o Voluntary Corporate Actions  
P.O. Box 43011  
Providence, RI 02940-3011

**By Facsimile Transmission:**  
For Eligible Institutions Only:  
(617) 360-6810  
For Confirmation Only Telephone:  
(781) 575-2332

**By Overnight Courier:**  
Computershare Trust Company, N.A.  
c/o Voluntary Corporate Actions  
Suite V  
250 Royall Street  
Canton, MA 02021

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN ONE SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TO A NUMBER OTHER THAN THE FACSIMILE NUMBER SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY.

THIS NOTICE OF GUARANTEED DELIVERY TO THE DEPOSITARY IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ELIGIBLE INSTITUTION UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE LETTER OF TRANSMITTAL.

THE GUARANTEE INCLUDED HEREIN MUST BE COMPLETED.

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**Ladies and Gentlemen:**

The undersigned represents that the undersigned owns and hereby tenders to Atlas Acquisition Corp., a Colorado corporation and a wholly-owned subsidiary of Haemonetics Corporation, a Massachusetts corporation, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated February 19, 2010 (the "Offer to Purchase"), and in the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer"), receipt of which is hereby acknowledged, the number of Shares set forth below, all pursuant to the guaranteed delivery procedures set forth in the Offer to Purchase.

Name(s) of Record Holder(s): \_\_\_\_\_

Number of Shares Tendered: \_\_\_\_\_

Certificate Number(s) (if available): \_\_\_\_\_  
(Please Print)

Address(es): \_\_\_\_\_  
(Zip Code)

Check if securities will be tendered by book-entry transfer

Name of Tendering Institution: \_\_\_\_\_

Area Code and Telephone No.(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Account No.: \_\_\_\_\_

Transaction Code No.: \_\_\_\_\_

Dated: , \_\_\_\_\_

**GUARANTEE**

**(Not to be used for signature guarantee)**

The undersigned, a financial institution that is a participant in the Security Transfer Agent Medallion Program, or any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, hereby guarantees to deliver to the Depository either the certificates representing the Shares tendered hereby, in proper form for transfer, or to deliver Shares pursuant to the procedure for book-entry transfer into the Depository's account at The Depository Trust Company (the "Book-Entry Transfer Facility"), in any such case together with a properly completed and duly executed Letter of Transmittal (or manually signed facsimile thereof), with any required signature guarantees or an Agent's Message (as defined in the Offer to Purchase), and any other documents required by the applicable Letter of Transmittal, all within three trading days after the date hereof.

The Eligible Institution that completes this form must communicate the guarantee to the Depository and must deliver the properly completed and duly executed Letter of Transmittal (or facsimile thereof) or an Agent's Message and certificates for Shares to the Depository within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
(Zip Code)

Area Code and Tel. No.: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Please Type or Print)

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**NOTE: DO NOT SEND CERTIFICATES FOR SHARES WITH THIS NOTICE. CERTIFICATES FOR SHARES SHOULD BE SENT WITH YOUR PROPERLY COMPLETED AND DULY EXECUTED LETTER OF TRANSMITTAL.**



**Notice of Guaranteed Delivery**  
**for Tender of Shares of Series A Convertible Preferred Stock**  
**of**  
**Global Med Technologies, Inc.**  
**at**  
**\$1,694.44 Net Per Share**  
**by**  
**Atlas Acquisition Corp.,**  
**a wholly-owned subsidiary of**  
**Haemonetics Corporation**  
**(Not to be used for Signature Guarantees)**

This Notice of Guaranteed Delivery, or a form substantially equivalent hereto, must be used to accept the Offer (as defined below) if certificates representing shares of Series A Convertible Preferred Stock, \$0.01 par value per share (the "Shares"), of Global Med Technologies, Inc., a Colorado corporation, are not immediately available, if the procedure for book-entry transfer cannot be completed on a timely basis, or if time will not permit all required documents to reach Computershare Trust Company, N.A. (the "Depository") before the Expiration Date (as defined in the Offer to Purchase). This form may be delivered or transmitted by telegram, facsimile transmission or mail to the Depository **and must include a Guarantee by an Eligible Institution** (as defined in the Offer to Purchase). See Section 2 — "Procedures for Tendering Shares" of the Offer to Purchase.

*The Depository for the Offer is:*



**By Mail:**  
Computershare Trust Company, N.A.  
c/o Voluntary Corporate Actions  
P.O. Box 43011  
Providence, RI 02940-3011

**By Facsimile Transmission:**  
For Eligible Institutions Only:  
(617) 360-6810  
For Confirmation Only Telephone:  
(781) 575-2332

**By Overnight Courier:**  
Computershare Trust Company, N.A.  
c/o Voluntary Corporate Actions  
Suite V  
250 Royall Street  
Canton, MA 02021

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN ONE SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TO A NUMBER OTHER THAN THE FACSIMILE NUMBER SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY.

THIS NOTICE OF GUARANTEED DELIVERY TO THE DEPOSITARY IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ELIGIBLE INSTITUTION UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE LETTER OF TRANSMITTAL.

THE GUARANTEE INCLUDED HEREIN MUST BE COMPLETED.

---

**Ladies and Gentlemen:**

The undersigned represents that the undersigned owns and hereby tenders to Atlas Acquisition Corp., a Colorado corporation and a wholly-owned subsidiary of Haemonetics Corporation, a Massachusetts corporation, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated February 19, 2010 (the "Offer to Purchase"), and in the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer"), receipt of which is hereby acknowledged, the number of Shares set forth below, all pursuant to the guaranteed delivery procedures set forth in the Offer to Purchase.

Name(s) of Record Holder(s): \_\_\_\_\_

Number of Shares Tendered: \_\_\_\_\_

Certificate Number(s) (if available): \_\_\_\_\_  
(Please Print)

Address(es): \_\_\_\_\_  
(Zip Code)

Check if securities will be tendered by book-entry transfer

Name of Tendering Institution: \_\_\_\_\_

Area Code and Telephone No.(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Account No.: \_\_\_\_\_

Transaction Code No.: \_\_\_\_\_

Dated: , \_\_\_\_\_

**GUARANTEE**

**(Not to be used for signature guarantee)**

The undersigned, a financial institution that is a participant in the Security Transfer Agent Medallion Program, or any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, hereby guarantees to deliver to the Depository either the certificates representing the Shares tendered hereby, in proper form for transfer, or to deliver Shares pursuant to the procedure for book-entry transfer into the Depository's account at The Depository Trust Company (the "Book-Entry Transfer Facility"), in any such case together with a properly completed and duly executed Letter of Transmittal (or manually signed facsimile thereof), with any required signature guarantees or an Agent's Message (as defined in the Offer to Purchase), and any other documents required by the applicable Letter of Transmittal, all within three trading days after the date hereof.

The Eligible Institution that completes this form must communicate the guarantee to the Depository and must deliver the properly completed and duly executed Letter of Transmittal (or facsimile thereof) or an Agent's Message and certificates for Shares to the Depository within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Zip Code)

\_\_\_\_\_  
(Authorized Signature)

Area Code and Tel. No.: \_\_\_\_\_

Name: \_\_\_\_\_

(Please Type or Print)

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**NOTE: DO NOT SEND CERTIFICATES FOR SHARES WITH THIS NOTICE. CERTIFICATES FOR SHARES SHOULD BE SENT WITH YOUR PROPERLY COMPLETED AND DULY EXECUTED LETTER OF TRANSMITTAL.**

**Offer to Purchase for Cash  
All Outstanding Shares of  
Common Stock  
and  
Shares of Series A Convertible Preferred Stock  
of  
Global Med Technologies, Inc.  
at  
\$1.22 Net Per Share of Common Stock  
and  
\$1,694.44 Net Per Share of Series A Convertible Preferred Stock  
Pursuant to the Offer to Purchase  
Dated February 19, 2010  
by  
Atlas Acquisition Corp.,  
a wholly-owned subsidiary of  
Haemonetics Corporation**

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, BOSTON, MASSACHUSETTS TIME, ON MARCH 18, 2010, UNLESS THE OFFER IS EXTENDED.**

To Brokers, Dealers, Banks, Trust Companies and other Nominees:

February 19, 2010

Atlas Acquisition Corp., a Colorado corporation ("Acquisition Corp.") and wholly-owned subsidiary of Haemonetics Corporation, a Massachusetts corporation ("Haemonetics"), and Haemonetics have appointed Computershare Trust Company, N.A. to act as Depositary in connection with the offer to purchase all outstanding shares of common stock, par value \$0.01 per share (the "Common Shares"), and to purchase all outstanding shares of Series A Convertible Preferred Stock, \$0.01 par value per share (the "Preferred Shares" and, together with the Common Shares, the "Shares"), of Global Med Technologies, Inc., a Colorado corporation ("Global Med"), at a price of \$1.22 per share, net to the seller in cash without interest, for each outstanding Common Share, and \$1,694.44 per share, net to the seller in cash without interest, for each outstanding Preferred Share, in each case less any applicable withholding taxes (such prices, or any higher prices per share as may be paid pursuant to the Offer, are referred to in this letter as the "Common Stock Offer Price" and the "Preferred Stock Offer Price," respectively), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated February 19, 2010 (the "Offer to Purchase"), and in the related Letters of Transmittal (which, together with any amendments or supplements thereto, constitute the "Offer").

Please furnish copies of the enclosed materials to those of your clients for whom you hold Shares registered in your name or in the name of your nominee.

Enclosed herewith are copies of the following documents:

1. The Offer to Purchase, dated February 19, 2010;
  2. A Letter of Transmittal to be used by holders of Common Shares in accepting the Offer;
  3. A Letter of Transmittal to be used by holders of Preferred Shares in accepting the Offer (to be sent only to your clients who hold Preferred Shares);
-

4. A printed form of letter that may be sent to your clients for whose account you hold Shares in your name or in the name of a nominee, with space provided for obtaining clients' instructions with regard to the Offer;

5. The Notice of Guaranteed Delivery with respect to the Common Shares; and

6. The Notice of Guaranteed Delivery with respect to the Preferred Shares (to be sent only to your clients who hold Preferred Shares).

The Offer is not subject to a financing condition. The Offer is conditioned upon, among other things, there being validly tendered and not withdrawn prior to the expiration of the Offer: (1) that number of Common Shares which, when added to any Common Shares already owned by Haemonetics, Acquisition Corp. or any other controlled subsidiary of Haemonetics, represents a majority of the outstanding Common Shares on a "fully diluted basis" (where on a "fully diluted basis" means the sum of the following: (i) the number of Common Shares outstanding, (ii) the number of Common Shares issuable upon the conversion of all outstanding Preferred Shares (but excluding any Preferred Shares owned by Haemonetics, Acquisition Corp. or any other controlled subsidiaries or validly tendered in the Offer and not withdrawn), and (iii) the number of Common Shares issuable pursuant to warrants, options or other outstanding obligations of Global Med) upon the expiration of the Offer, and (2) Preferred Shares which, when added to any Preferred Shares already owned by Haemonetics, Acquisition Corp. or any other controlled subsidiaries, represents at least a majority of the total number of outstanding Preferred Shares upon the expiration of the Offer. The Offer is also subject to certain other conditions, which are described in Section 14 — "Certain Conditions of the Offer" of the Offer to Purchase.

We urge you to contact your clients promptly. Please note that the Offer and any withdrawal rights will expire at 12:00 midnight, Boston, Massachusetts time, on March 18, 2010, unless extended.

The board of directors of Global Med (including all of the members of the special committee of the board of directors) has (1) (i) determined that the Merger Agreement (as defined below), the Offer and the Merger (as defined below) are advisable and in the best interests of Global Med stockholders, (ii) approved the Offer and the Merger in accordance with the Colorado Business Corporation Act and the Colorado Corporations and Associations Act, and (iii) adopted the Merger Agreement and (2) recommended that the stockholders of Global Med accept the Offer and tender their Common Shares and Preferred Shares in the Offer, and if required by applicable law, adopt and approve the Merger Agreement and approve the Merger.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of January 31, 2010 (the "Merger Agreement"), by and among Haemonetics, Acquisition Corp. and Global Med, pursuant to which, following the consummation of the Offer and the satisfaction or waiver of certain conditions, Acquisition Corp. will be merged with and into Global Med, with the surviving entity, Global Med, becoming a direct wholly-owned subsidiary of Haemonetics (the "Merger"). In the Merger, each outstanding Common Share (other than Common Shares owned by Acquisition Corp., Haemonetics, any controlled subsidiary of Haemonetics or Global Med or by stockholders, if any, who are entitled to and properly exercise dissenters' rights under Colorado law) will be converted into the right to receive the Common Stock Offer Price in cash, without interest thereon. Each outstanding Preferred Share (other than Preferred Shares owned by Acquisition Corp., Haemonetics, any controlled subsidiary of Haemonetics or Global Med or by stockholders, if any, who are entitled to and properly exercise dissenters' rights under Colorado law) will be converted into the right to receive the Preferred Stock Offer Price in cash, without interest thereon.

In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by Computershare Trust Company, N.A. (the "Depository") of (a) Share certificates (or a timely Book-Entry Confirmation) (as defined in the Offer to Purchase), (b) a properly completed and duly executed Letter of Transmittal, with any required signature guarantees (or, in the case of a book-entry transfer effected pursuant to the procedures set forth in Section 2 of the Offer to Purchase, an Agent's Message (as defined in the Offer to Purchase) in lieu of a Letter of Transmittal) and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depository. Under no circumstances will interest be paid on the purchase price to be paid by Acquisition Corp. for the Shares, regardless of any extension of the Offer or any delay in making payment.

Acquisition Corp. will not pay any fees or commissions to any broker or dealer or other person (other than to the Depository and D. F. King & Co., Inc., which is acting as the Information Agent for the Offer) for soliciting tenders of

Shares pursuant to the Offer. You will be reimbursed by Acquisition Corp. upon request for customary mailing and handling expenses incurred by you in forwarding the enclosed materials to your customers.

Questions may be directed to the Information Agent at the respective address and telephone number set forth on the back cover of the enclosed Offer to Purchase. Requests for additional copies of the enclosed materials may be directed to the Information Agent, at the address appearing on the back cover of the Offer to Purchase.

Very truly yours,

Atlas Acquisition Corp.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF ACQUISITION CORP., HAEMONETICS, THE DEPOSITARY OR THE INFORMATION AGENT OR AUTHORIZE YOU OR ANY OTHER PERSON TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION ON BEHALF OF ANY OF THEM WITH RESPECT TO THE OFFER NOT CONTAINED IN THE OFFER TO PURCHASE OR THE LETTERS OF TRANSMITTAL.

**Offer to Purchase for Cash**  
**All Outstanding Shares of Common Stock**  
**and**  
**Shares of Series A Convertible Preferred Stock**  
**of**  
**Global Med Technologies, Inc.**  
**at**  
**\$1.22 Net Per Share of Common Stock**  
**and**  
**\$1,694.44 Net Per Share of Series A Convertible Preferred Stock**  
**Pursuant to the Offer to Purchase**  
**Dated February 19, 2010**  
**by**  
**Atlas Acquisition Corp.,**  
**a wholly-owned subsidiary of**  
**Haemonetics Corporation**

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, BOSTON, MASSACHUSETTS TIME, ON MARCH 18, 2010, UNLESS THE OFFER IS EXTENDED.**

To Our Clients:

February 19, 2010

Enclosed for your consideration is an Offer to Purchase, dated February 19, 2010 (the "Offer to Purchase"), and the related Letter of Transmittal (which, together with any amendments or supplements thereto, constitute the "Offer") relating to the offer by Atlas Acquisition Corp., a Colorado corporation ("Acquisition Corp.") and wholly-owned subsidiary of Haemonetics Corporation, a Massachusetts corporation ("Haemonetics"), to purchase all outstanding shares of common stock, \$0.01 par value per share (the "Common Shares"), and to purchase all outstanding shares of Series A Convertible Preferred Stock, \$0.01 par value per share (the "Preferred Shares" and, together with the Common Shares, the "Shares"), of Global Med Technologies, Inc., a Colorado corporation ("Global Med"), at a price of \$1.22 per share, net to the seller in cash, for each outstanding Common Share and \$1,694.44 per share, net to the seller in cash, for each outstanding Preferred Share, in each case less any applicable withholding taxes (such prices, or any higher prices per share as may be paid pursuant to the Offer, are referred to in this letter as the "Common Stock Offer Price" and the "Preferred Stock Offer Price," respectively), upon the terms and subject to the conditions set forth in the Offer to Purchase.

**WE (OR OUR NOMINEES) ARE THE HOLDER OF RECORD OF SHARES HELD BY US FOR YOUR ACCOUNT. A TENDER OF SUCH SHARES CAN BE MADE ONLY BY US (OR OUR NOMINEES) AS THE HOLDER OF RECORD AND PURSUANT TO YOUR INSTRUCTIONS. THE LETTER OF TRANSMITTAL IS FURNISHED TO YOU FOR YOUR INFORMATION ONLY AND CANNOT BE USED TO TENDER SHARES FOR OUR ACCOUNT.**

We request instructions as to whether you wish to tender any or all of the Shares held by us for your account according to the terms and conditions set forth in the Offer.

---

Your attention is directed to the following:

1. The purchase price offered by Acquisition Corp. is \$1.22 per share, net to the seller in cash without interest, for each outstanding Common Share and \$1,694.44 per share, net to the seller in cash without interest, for each outstanding Preferred Share, upon the terms and subject to the conditions of the Offer to Purchase.

2. The Offer is being made for all outstanding Shares.

3. **The board of directors of Global Med (including all of the members of the special committee of the board of directors) has (1) (i) determined that the Merger Agreement (as defined below), the Offer and the Merger (as defined below) are advisable and in the best interests of Global Med stockholders, (ii) approved the Offer and the Merger in accordance with the Colorado Business Corporation Act and the Colorado Corporations and Associations Act, and (iii) adopted the Merger Agreement and (2) recommended that the stockholders of Global Med accept the Offer and tender their Common Shares and Preferred Shares in the Offer, and if required by applicable law, adopt and approve the Merger Agreement and approve the Merger.**

4. The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of January 31, 2010 (the "Merger Agreement"), by and among Haemonetics, Acquisition Corp. and Global Med, pursuant to which, following the consummation of the Offer and the satisfaction or waiver of certain conditions, Acquisition Corp. will be merged with and into Global Med, with the surviving entity, Global Med, becoming a direct wholly-owned subsidiary of Haemonetics (the "Merger"). In the Merger, each outstanding Common Share (other than Common Shares owned by Acquisition Corp., Haemonetics, any controlled subsidiary of Haemonetics or Global Med or by stockholders, if any, who are entitled to and properly exercise dissenters' rights under Colorado law) will be converted into the right to receive the Common Stock Offer Price in cash, without interest thereon. Each outstanding Preferred Share (other than Preferred Shares owned by Acquisition Corp., Haemonetics, any controlled subsidiary of Haemonetics or Global Med or by stockholders, if any, who are entitled to and properly exercise dissenters' rights under Colorado law) will be converted into the right to receive the Preferred Stock Offer Price in cash, without interest thereon.

5. THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, BOSTON, MASSACHUSETTS TIME, ON MARCH 18, 2010 (THE "EXPIRATION DATE"), UNLESS THE OFFER IS EXTENDED BY ACQUISITION CORP., IN WHICH EVENT THE TERM "EXPIRATION DATE" MEANS THE LATEST TIME AT WHICH THE OFFER, AS SO EXTENDED BY ACQUISITION CORP., WILL EXPIRE.

6. The Offer is not subject to a financing condition. The Offer is conditioned upon, among other things, there being validly tendered and not withdrawn prior to the expiration of the Offer: (1) that number of Common Shares which, when added to any Common Shares already owned by Haemonetics, Acquisition Corp. or any other controlled subsidiary of Haemonetics, represents a majority of the outstanding Common Shares on a "fully diluted basis" (where on a "fully diluted basis" means the sum of the following: (i) the number of Common Shares outstanding, (ii) the number of Common Shares issuable upon the conversion of all outstanding Preferred Shares (but excluding any Preferred Shares owned by Haemonetics, Acquisition Corp. or any other controlled subsidiaries or validly tendered in the Offer and not withdrawn), and (iii) the number of Common Shares issuable pursuant to warrants, options or other outstanding obligations of Global Med) upon the expiration of the Offer, and (2) Preferred Shares which, when added to any Preferred Shares already owned by Haemonetics, Acquisition Corp. or any other controlled subsidiaries, represents at least a majority of the total number of outstanding Preferred Shares upon the expiration of the Offer. The Offer is also subject to certain other conditions, which are described in Section 14 — "Certain Conditions of the Offer" of the Offer to Purchase.

7. Tendering stockholders will not be obligated to pay brokerage fees or commissions to the Depository (as defined below) or D. F. King & Co., Inc., which is acting as the Information Agent for the Offer. However, U.S. federal income tax backup withholding may be required unless an exemption applies and adequate documentation of the exemption is provided to the Depository or unless the required taxpayer identification information and certain other certifications are provided to the Depository. See Instruction 9 of the Letter of Transmittal. Also, you may be required to pay any stock transfer taxes with respect to the transfer and sale of Shares as described in Instruction 6 of the Letter of Transmittal.

Your instructions to us should be forwarded promptly to permit us to submit a tender on your behalf before the Expiration Date.



If you wish to have us tender any of or all of the Shares held by us for your account, please so instruct us by completing, executing, detaching and returning to us the instruction form on the detachable part hereof. An envelope to return your instructions to us is enclosed. If you authorize the tender of your Shares, all such Shares will be tendered unless otherwise specified on the detachable part hereof. YOUR INSTRUCTIONS SHOULD BE FORWARDED TO US IN AMPLE TIME TO PERMIT US TO SUBMIT A TENDER ON YOUR BEHALF BEFORE THE EXPIRATION DATE.

In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by Computershare Trust Company, N.A. (the "Depository") of (a) Share certificates (or a timely Book-Entry Confirmation) (as defined in the Offer to Purchase), (b) a properly completed and duly executed Letter of Transmittal, with any required signature guarantees (or, in the case of a book-entry transfer effected pursuant to the procedures set forth in Section 2 of the Offer to Purchase, an Agent's Message (as defined in the Offer to Purchase) in lieu of a Letter of Transmittal) and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depository. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE PURCHASE PRICE OF THE SHARES TO BE PAID BY ACQUISITION CORP., REGARDLESS OF ANY EXTENSION OF THE OFFER OR ANY DELAY IN MAKING PAYMENT.

The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction or any administrative or judicial action pursuant thereto. However, Acquisition Corp. may take such action as it deems necessary to make the Offer in any jurisdiction and extend the Offer to holders of such Shares in such jurisdiction. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Acquisition Corp. by one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

**INSTRUCTIONS WITH RESPECT TO THE  
OFFER TO PURCHASE FOR CASH  
All Outstanding Shares of  
Common Stock**

**and  
Shares of Series A Convertible Preferred Stock  
of  
Global Med Technologies, Inc.**

**by  
Atlas Acquisition Corp.,  
a wholly-owned subsidiary of  
Haemonetics Corporation**

The undersigned acknowledge(s) receipt of your letter, the Offer to Purchase, dated February 19, 2010 (the "Offer to Purchase"), and the applicable Letter(s) of Transmittal relating to shares of common stock, par value \$0.01 per share (the "Common Shares"), and/or shares of Series A Convertible Preferred Stock, \$0.01 par value per share (the "Preferred Shares" and, together with the Common Shares, the "Shares"), of Global Med Technologies, Inc., a Colorado corporation.

This will instruct you to tender the number of Shares indicated below held by you for the account of the undersigned, on the terms and subject to the conditions set forth in the Offer to Purchase and applicable Letter(s) of Transmittal.

**NUMBER OF SHARES TO BE TENDERED:\***

Common Shares/Preferred Shares (Circle One)

**SIGN HERE**

\_\_\_\_\_  
(Signature(s))

\_\_\_\_\_  
Please Type or Print Name(s)

\_\_\_\_\_  
Please Type or Print Name(s)

\_\_\_\_\_  
Area Code and Telephone Number

\_\_\_\_\_  
Tax Identification Number or Social  
Security Number

Dated: .

\* Unless otherwise indicated, it will be assumed that all your Shares are to be tendered.

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made solely by the Offer to Purchase, dated February 19, 2010, and the related Letter of Transmittal and any amendments or supplements thereto and is being made to all holders of Shares. The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction or any administrative or judicial action pursuant thereto. However, Purchaser (as defined below) may, in its discretion, take such action as it deems necessary to make the Offer to holders of Shares in such jurisdiction. In those jurisdictions where securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

**Notice of Offer to Purchase for Cash**  
**All Outstanding Shares of Common Stock**  
and  
**All Outstanding Shares of**  
**Series A Convertible Preferred Stock**  
of  
**Global Med Technologies, Inc.**  
at  
**\$1.22 Net Per Share of Common Stock**  
and  
**\$1,694.44 Net Per Share of**  
**Series A Convertible Preferred Stock**  
by  
**Atlas Acquisition Corp.,**  
a wholly-owned subsidiary of  
**Haemonetics Corporation**

Atlas Acquisition Corp., a Colorado corporation ("Purchaser") and wholly-owned subsidiary of Haemonetics Corporation, a Massachusetts corporation ("Haemonetics"), is offering to purchase all of the outstanding shares of Common Stock, \$0.01 par value per share (the "Common Shares"), and shares of Series A Convertible Preferred Stock, \$0.01 par value per share (the "Preferred Shares" and, together with the Common Shares, the "Shares"), of Global Med Technologies, Inc., a Colorado corporation ("Global Med"), at a price of \$1.22 per share, net to the seller in cash (the "Preferred Stock Offer Price"), for each outstanding Preferred Share, in each case less any applicable withholding taxes (such prices, or any higher prices per share as may be paid pursuant to the Offer, are referred to as the "Common Stock Offer Price" and the "Preferred Stock Offer Price," respectively), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated February 19, 2010 (which, together with any supplements or amendments thereto, collectively constitute the "Offer to Purchase") and in the related Letter of Transmittal for the Common Shares and the Letter of Transmittal for the Preferred Shares (which, together with any supplements or amendments thereto and the Offer to Purchase, collectively constitute the "Offer").

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,  
BOSTON, MASSACHUSETTS TIME, ON MARCH 18, 2010 UNLESS THE OFFER IS EXTENDED.**

There is no financing condition to the Offer. The Offer is conditioned upon, among other things, there being validly tendered and not withdrawn prior to the Expiration Date (i) that number of Common Shares which represents a majority of the outstanding Common Shares on a fully diluted basis (which means the sum of the following: (i) the total number of outstanding Common Shares; (ii) the number of Common Shares issuable upon the conversion of all outstanding Preferred Shares owned by Haemonetics, Purchaser or any other controlled subsidiary of Haemonetics or validly tendered in the Offer and not withdrawn); and (iii) the number of Common Shares issuable upon the exercise or conversion of all outstanding options and warrants, and other outstanding obligations of Global Med) and (2) a majority of the outstanding Preferred Shares. The Offer is also subject to the satisfaction of certain other conditions set forth in Section 14 — "Certain Conditions of the Offer" of the Offer to Purchase.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of January 31, 2010 (the "Merger Agreement"), by and among Haemonetics, Purchaser and Global Med, pursuant to which, following the consummation of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Global Med, with the surviving entity, Global Med, becoming a wholly-owned subsidiary of Haemonetics (the "Merger"). At the effective time of the Merger, each outstanding Common Share (other than Common Shares owned by Purchaser, Haemonetics, any controlled subsidiary of Haemonetics or Global Med or by stockholders, if any, who are entitled to and properly exercise dissenters' rights under Colorado law) will be converted into the right to receive the Common Stock Offer Price in cash, without interest thereon. Each outstanding Preferred Share (other than Preferred Shares owned by Purchaser, Haemonetics, any wholly-owned subsidiary of Haemonetics or Global Med or by stockholders, if any, who are entitled to and properly exercise dissenters' rights under Colorado law) will be converted into the right to receive the Preferred Stock Offer Price in cash, without interest thereon.

The board of directors of Global Med (including all of the members of the special committee of the board of directors) has: (i) determined that the Merger Agreement, the Offer and the Merger are advisable and in the best interests of Global Med stockholders; (ii) approved the Offer and the Merger in accordance with Colorado law; (iii) adopted the Merger Agreement; and (iv) recommended that the stockholders of Global Med accept the Offer and tender their Shares.

For purposes of the Offer, Purchaser will be deemed to have accepted for payment Shares validly tendered and not withdrawn, if and when Purchaser gives oral or written notice to Computershare Trust Company, N.A., who will be acting as the depositary for the Offer (the "Depositary"), of Purchaser's acceptance for payment of such Shares pursuant to the Offer. In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of: (i) the certificates for such Shares, together with a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, (ii) in the case of a transfer effected pursuant to the book entry transfer procedures described in Section 2 — "Procedures for Tendering Shares" of the Offer to Purchase, a book entry confirmation and either a Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an agent's message, as described in Section 2 — "Procedures for Tendering Shares" of the Offer to Purchase; and (iii) any other documents required by the Letter of Transmittal. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary, which will act as an agent for tendering stockholders for the purpose of receiving payment and transmitting payment to tendering stockholders whose Shares have been accepted for payment. Under no circumstances will interest be paid on the purchase price for tendered Shares, regardless of any extension of or amendment to the Offer or any delay in paying for such Shares.

Tenders of Shares made pursuant to the Offer are irrevocable except that Shares tendered pursuant to the Offer may be withdrawn in accordance with the procedures set forth in the Offer to Purchase at any time prior to the Expiration Date and, unless previously accepted and paid for pursuant to the Offer, at any time after April 20, 2010. For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Depositary at its address set forth on the back cover of the Offer to Purchase and must specify the name of the person having tendered the Shares to be withdrawn, the number and type of Shares to be withdrawn and the name of the registered holder of the Shares to be withdrawn, if different from the name of the person who tendered the Shares. If certificates for Shares have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such certificates, the serial numbers shown on such certificates must be submitted to the Depositary and, unless such Shares have been tendered by an Eligible Institution, any and all signatures on the notice of withdrawal must be guaranteed by an Eligible Institution. If Shares have been tendered pursuant to the book entry transfer procedures described in Section 2 — "Procedures for Tendering Shares" of the Offer to Purchase, any notice of withdrawal must also specify the name and number of the account at the Book Entry Transfer Facility to be credited with the withdrawn Shares and otherwise comply with the Book Entry Transfer Facility's procedures. Withdrawals of tenders of Shares may not be rescinded, and any Shares validly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered by following one of the procedures described in Section 2 — "Procedures for Tendering Shares" of the Offer to Purchase at any time prior to the Expiration Date. Purchaser will determine in its sole discretion all questions as to the form and validity (including time of receipt) of any notice of withdrawal, which determination will be final and binding.

The term "Expiration Date" means 12:00 midnight, Boston, Massachusetts time, on March 18, 2010, unless and until Purchaser has extended the period of time during which the Offer is open in accordance with the terms of the Merger Agreement or as may be required by law or the interpretations or positions of the SEC, in which event the term "Expiration Date" shall mean the latest time and date at which the Offer, as so extended, may expire. If on the then scheduled Expiration Date of the Offer, any condition to the Offer has not been satisfied or waived, Purchaser may extend the Offer from time to time through June 30, 2010. Further, Purchaser is required to extend the Offer under the terms of the Merger Agreement in certain circumstances described in Section 1 — "Terms of the Offer" of the Offer to Purchase, including as may be required by applicable rules and regulations of the SEC. Such extension of the Offer will be effected by giving oral or written notice of the extension to the Depositary and publicly announcing such extension by issuing a press release no later than 9:00 a.m., Boston, Massachusetts time, on the next business day after the Expiration Date.

If, at the Expiration Date of the Offer, all of the conditions to the Offer have been satisfied or waived, Purchaser may elect to provide a "subsequent offering period" of at least three business days in accordance with Rule 14d-11 under the Securities Exchange Act of 1934. A subsequent offering period is an additional period of time, following the expiration of the Offer and the purchase of Shares in the Offer, during which stockholders may tender, but not withdraw, Shares and receive the same per share amount paid in the Offer.

The receipt of cash in exchange for Shares pursuant to the Offer will be a taxable transaction for U.S. federal income tax purposes. Generally, a tendering stockholder will recognize gain or loss equal to the difference between the amount of cash received by the stockholder pursuant to the Offer and the adjusted tax basis in the Shares tendered by the stockholder and purchased pursuant to the Offer. A summary of the material U.S. federal income tax consequences of the Offer is included in Section 5 — "Certain U.S. Federal Income Tax Consequences" of the Offer to Purchase. Holders of Shares are urged to consult their own tax advisors as to the particular tax consequences of the Offer to them.

Global Med has provided Purchaser with Global Med's stockholder lists and security position listings for the purpose of disseminating the Offer to holders of Shares. The Offer to Purchase and the related Letter of Transmittal (and other materials related to the Offer) will be mailed to record holders of Shares and will be furnished to brokers, banks and similar persons whose names, or the names of whose nominees, appear on the stockholder lists or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

The information required to be disclosed by paragraph (d)(1) of Rule 14d-6 of the General Rules and Regulations under the Securities Exchange Act of 1934, is contained in the Offer to Purchase and is incorporated herein by reference.

The Offer to Purchase and related Letter of Transmittal contain important information and should be read carefully and in their entirety before any decision is made with respect to the Offer.

Questions regarding the Offer, and requests for assistance in connection with the Offer, may be directed to the Information Agent as set forth below. Requests for copies of the Offer to Purchase, the Letter of Transmittal and all other materials related to the Offer may be directed to the Information Agent, as set forth below, or brokers, dealers, banks, trust companies or other nominees, and copies will be furnished promptly at Purchaser's expense. No fees or commissions will be payable to brokers, dealers or other persons for soliciting tenders of Shares (other than the Information Agent and Depositary as described in the Offer to Purchase).

**D. F. King & Co., Inc.**  
48 Wall Street  
New York, New York 10005  
Banks and Brokers Call Collect: (212) 269-5550  
All Others Call Toll-Free: (800) 549-6697

February 19, 2010

## TENDER AND SUPPORT AGREEMENT

THIS TENDER AND SUPPORT AGREEMENT (this "Agreement") dated as of January 31, 2010 is made by and among Haemonetics Corporation, a Massachusetts corporation ("Parent"), Atlas Acquisition Corp., a Colorado corporation and wholly owned subsidiary of Parent ("Purchaser"), and each securityholder of Global Med Technologies, Inc., a Colorado corporation (the "Company") listed on Annex I (each, a "Stockholder" and collectively, the "Stockholders").

WHEREAS, each Stockholder owns shares of the Company's common stock, par value \$0.01 per share ("Seller Common Stock"), potentially including shares of Seller Common Stock subject to restrictions and forfeiture ("Seller Restricted Stock"), shares of the Company's Series A Convertible Preferred Stock, par value \$0.01 per share ("Seller Series A Convertible Preferred Stock"), options issued by the Company to purchase shares of Seller Common Stock ("Seller Stock Options") or warrants issued by the Company to purchase shares of Seller Common Stock ("Seller Warrants" and collectively with the Seller Common Stock (potentially including Seller Restricted Stock), Seller Series A Convertible Preferred Stock and Seller Stock Options, "Securities");

WHEREAS, as of the date hereof, each Stockholder is the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the number and type of Securities set forth opposite such Stockholder's name under the heading "Securities Beneficially Owned" on Annex I (all such Securities owned directly or indirectly through a broker which are outstanding as of the date hereof and which may hereafter be acquired pursuant to acquisition by purchase, conversion, stock dividend, distribution, stock split, split-up, combination, merger, consolidation, reorganization, recapitalization, combination or similar transaction, being referred to herein as the "Subject Securities;" provided that "Subject Securities" shall not include Securities beneficially owned in the form of Seller Stock Options, Seller Restricted Stock or Seller Warrants, but only to the extent such Securities remain unvested, restricted or unexercised, as the case may be);

WHEREAS, as a condition to their willingness to enter into the Agreement and Plan of Merger (the "Merger Agreement") dated as of the date hereof by and among Parent, Purchaser and the Company, Parent and Purchaser have requested that each Stockholder, and in order to induce Parent and Purchaser to enter into the Merger Agreement, each Stockholder has agreed to, enter into this Agreement; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration given to each party hereto, the receipt of which is hereby acknowledged, the parties agree as follows:

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**ARTICLE 1**  
**AGREEMENT TO TENDER**

Section 1.01 Agreement to Tender. Each Stockholder shall duly tender, in the Offer, all of such Stockholder's Subject Securities pursuant to and in accordance with the terms of the Offer; provided that, in the case of Seller Common Stock, the Common Stock Offer Price does not decrease and, in the case of Seller Series A Convertible Preferred Stock, the Preferred Stock Offer Price does not decrease. Promptly, but in any event no later than ten (10) Business Days after the commencement of the Offer, each Stockholder shall (i) deliver to the depository designated in the Offer (the "Depository," (A) letter(s) of transmittal with respect to such Stockholder's Subject Securities complying with the terms of the Offer, (B) a certificate or certificates representing such Subject Securities or, in the case of a book-entry transfer of any uncertificated Subject Securities, an "agent's message" (or such other evidence, if any, of transfer as the Depository may reasonably request) and (C) all other documents or instruments required to be delivered pursuant to the terms of the Offer, and/or (ii) instruct such Stockholder's broker or such other Person that is the holder of record of Stockholder's Subject Securities to tender such Subject Securities pursuant to and in accordance with the terms of the Offer. Each Stockholder shall duly tender to Purchaser during any Subsequent Offering Period provided by Purchaser in accordance with the terms of the Offer, all of the Subject Securities, if any, which shall have been issued or otherwise acquired by Stockholder after the expiration of the Offer. Each Stockholder agrees that once such Stockholder's Subject Securities are tendered pursuant to the terms hereof, such Stockholder will not withdraw any tender of such Subject Securities, unless and until (x) the Offer shall have been terminated or shall have expired, in each case, in accordance with the terms of the Merger Agreement, or (y) this Agreement shall have been terminated in accordance with Section 4.03 hereof.

Section 1.02 Voting of Subject Securities. At every meeting of the stockholders of the Company called for such purpose, and at every adjournment or postponement thereof, and with respect to every action by written consent of the stockholders of the Company in lieu of a meeting, each Stockholder shall, or shall cause the holder of record on any applicable record date to, vote such Stockholder's Subject Securities (to the extent that any of such Stockholder's Subject Securities are not purchased in the Offer and provided that in the case of Seller Common Stock, the Common Stock Offer Price was not decreased and, in the case of Seller Series A Convertible Preferred Stock, the Preferred Stock Offer Price was not decreased) (i) in favor of the adoption and approval of the Merger Agreement and the transactions contemplated thereby, (ii) against (A) any agreement or arrangement related to or in furtherance of any Acquisition Proposal, (B) any liquidation, dissolution, recapitalization, extraordinary dividend or other significant corporate reorganization of the Company or any of its Subsidiaries, (C) any other transaction the consummation of which would reasonably be expected to impede, interfere with, prevent or materially delay the Offer or the Merger, or (D) any action, proposal, transaction or agreement that would reasonably be expected to result in (x) a breach of any covenant, representation or warranty or other obligation or agreement of the Company under the Merger Agreement or of such Stockholder under this Agreement or (y) the failure of any Tender Offer Condition to be satisfied and (iii) in favor of any other matter necessary for consummation of the transactions contemplated by the Merger Agreement, and in connection therewith, such Stockholder shall execute any documents which are necessary or appropriate in order to effectuate the foregoing. Each Stockholder shall retain at all times the right to vote such

Stockholder's Subject Securities in Stockholder's sole discretion and without any other limitation on those matters other than those set forth in this Section 1.02 that are at any time or from time to time presented for consideration to the Company's stockholders generally. In the event that any meeting of the stockholders of the Company is held, such Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause such Stockholder's Subject Securities (to the extent that any of such Stockholder's Subject Securities are not purchased in the Offer and provided that in the case of Seller Common Stock, the Common Stock Offer Price was not decreased and, in the case of Seller Series A Convertible Preferred Stock, the Preferred Stock Offer Price was not decreased) to be counted as present thereat for purposes of establishing a quorum.

Section 1.03 Stockholder Representatives on the Seller Board; Stockholder Capacity. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall (or shall require any Stockholder to attempt to) affect or limit any Stockholder who is a director or officer of the Company from acting in such capacity (it being understood that this Agreement shall apply to each Stockholder solely in each Stockholder's capacity as a stockholder of the Company). In furtherance of the foregoing, Parent and Purchaser hereby acknowledge that certain Stockholders and/or Affiliates of certain Stockholders are members of the Seller Board. So long as any such Stockholder or Affiliate continues to be a Director of the Company, nothing in this Agreement shall be construed as preventing or otherwise affecting any actions taken by any such Stockholder or Affiliate in such Person's capacity as a Director of the Company or from fulfilling the obligations of such office (including the performance of obligations required by the fiduciary obligations of any such Person acting solely in such Person's capacity as a Director of the Company).

## ARTICLE 2 REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties of the Stockholders. Each Stockholder hereby severally but not jointly represents, warrants and covenants to Parent and Purchaser as follows:

(a) Authorization; Validity of Agreement; Necessary Action. Such Stockholder has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. To the extent applicable, the execution and delivery of this Agreement and the consummation by Stockholder of the transactions contemplated hereby have been duly authorized by all necessary action (corporate or otherwise) on the part of such Stockholder. This Agreement has been duly executed and delivered by such Stockholder and constitutes a valid and binding obligation of such Stockholder, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and to general equity principles). If such Stockholder is married and the Securities set forth on Annex I hereto constitute community property under applicable laws, this Agreement has been duly authorized, executed and delivered by, and constitutes the valid and binding agreement of, such Stockholder's spouse.

(b) **Ownership.** As of the date hereof, the number and type of Securities beneficially owned (as defined in Rule 13d-3 under the Exchange Act) by such Stockholder is set forth opposite such Stockholder's name under the heading "Securities Beneficially Owned" on Annex I. Except as set forth on Annex I, Stockholder is the record owner of all such Securities. Such Stockholder's Subject Securities, Seller Stock Options, Seller Restricted Stock and Seller Warrants are, and (except as otherwise expressly permitted by this Agreement) any additional Securities and any options and warrants to purchase Securities, or any other securities of the Company convertible, exercisable or exchangeable into Securities that are acquired by Stockholder after the date hereof and prior to the Effective Time will be, owned beneficially by Stockholder. As of the date hereof, such Stockholder's Subject Securities constitute all of the securities of the Company (other than Securities beneficially owned in the form of Seller Stock Options, Seller Restricted Stock or Seller Warrants outstanding as of the date hereof and listed on Annex I) held of record, beneficially owned by or for which voting power or disposition power is held or shared by Stockholder. Such Stockholder has and (except as otherwise expressly permitted by this Agreement) will have at all times through the Effective Time sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth in Article 1, Article 3, and Section 4.03 hereof, and sole right, power and authority to agree to all of the matters set forth in this Agreement, in each case with respect to all of such Stockholder's Subject Securities and with respect to all of such Stockholder's Securities at all times through the Effective Time, with no limitations, qualifications or restrictions on such rights, subject to the express terms of such Securities, applicable federal securities laws and the terms of this Agreement. Such Stockholder has good, valid and marketable title to such Stockholder's Subject Securities, free and clear of any Encumbrances and such Stockholder will have good, valid, and marketable title to all of such Stockholder's Securities at all times through the Effective Time, free and clear of any Encumbrances. Such Stockholder further represents that any proxies heretofore given in respect of the Securities owned beneficially and of record by such Stockholder are revocable, and hereby revokes such proxies.

(c) **No Violation.** The execution and delivery of this Agreement by such Stockholder does not, and the performance by such Stockholder of its obligations under this Agreement will not, (i) assuming the filing of such reports as may be required under Sections 13(d) and 16 of the Exchange Act, which such Stockholder will file, conflict with or violate any Law applicable to such Stockholder or by which any of such Stockholder's assets or properties is bound or (ii) conflict with, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or require payment under, or result in the creation of any Encumbrance on the properties or assets of such Stockholder pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which such Stockholder is a party or by which such Stockholder or any of such Stockholder's assets or properties is bound, except for any of the foregoing as could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of such Stockholder to perform such Stockholder's obligations hereunder or to consummate the transactions contemplated hereby on a timely basis. The execution and delivery of this Agreement by such Stockholder does not, and the performance of this Agreement by such Stockholder will not, require any consent, approval, authorization or permit of, or filing with or notification to any (i) Governmental Authority, except for filings that

may be required under the Exchange Act and the HSR Act or (ii) third party (including with respect to individuals, any spouse, and with respect to trusts, any co-trustee or beneficiary).

(d) Reliance. Such Stockholder understands and acknowledges that Parent and Purchaser are entering into the Merger Agreement in reliance upon such Stockholder's execution and delivery of this Agreement.

(e) Absence of Litigation. As of the date hereof, there is no suit, action, investigation or proceeding pending or, to the knowledge of such Stockholder, threatened against such Stockholder before or by any Governmental Authority that would impair the ability of such Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

(f) Stockholder has Adequate Information. Such Stockholder is a sophisticated seller with respect to the Securities and has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Securities and has independently and without reliance upon either Parent or Purchaser and based on such information as such Stockholder has deemed appropriate, made its own analysis and decision to enter into this Agreement. Such Stockholder acknowledges that neither Parent nor Purchaser has made and neither makes any representation or warranty, whether express or implied, of any kind or character except as expressly set forth in this Agreement. Each Stockholder acknowledges that the agreements contained herein with respect to the Securities by such Stockholder is irrevocable.

(g) Finder's Fees. No broker, investment bank, financial advisor or other person is entitled to any broker's, finder's, financial adviser's or similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Stockholder.

Section 2.02 Representations and Warranties of Parent and Purchaser. Each of Parent and Purchaser, jointly and severally, hereby represents and warrants to each Stockholder as follows:

(a) Authorization; Validity of Agreement; Necessary Action. Each of Parent and Purchaser is an entity duly organized, validly existing and in good standing under the laws of the state wherein it is formed. Each of Parent and Purchaser has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation by Parent and Purchaser of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Parent and Purchaser. This Agreement has been duly executed and delivered by Parent and Purchaser and constitutes a valid and binding obligation of each of them, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and to general equity principles).

(b) No Conflicts. The execution and delivery of this Agreement by Parent and Purchaser does not, and the performance by each of them of its obligations under this



Agreement will not, (i) conflict with or violate any Law applicable to Parent and Purchaser or by which any of their assets or properties is bound or (ii) conflict with, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or require payment under, or result in the creation of any Encumbrance on the properties or assets of Parent or Purchaser pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Parent or Purchaser is a party or by which Parent or Purchaser or any of their respective assets or properties is bound, except for any of the foregoing in (i) or (ii) above as could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of Parent and Purchaser to perform their obligations hereunder or to consummate the transactions contemplated hereby on a timely basis. The execution and delivery of this Agreement by Parent and Purchaser does not, and the performance of this Agreement by Parent and Purchaser will not, require any consent, approval, authorization or permit of, or filing with or notification to any (i) Governmental Authority, except for filings that may be required under the Exchange Act and the HSR Act or (ii) third party, except, in the case of (i) or (ii) above, as could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of Parent and Purchaser to perform their obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

**ARTICLE 3  
OTHER COVENANTS**

Section 3.01 (a) No Transfers. Each Stockholder hereby agrees, while this Agreement is in effect, and except as expressly contemplated hereby, not to, directly or indirectly (i) grant any proxies or enter into any voting trust or other agreement or arrangement with respect to the voting of any Securities or (ii) sell, transfer, pledge, encumber, assign, distribute, gift or otherwise dispose of (including by operation of law, other than by death of any person) or, in the case of shares of Seller Series A Convertible Preferred Stock, redeem or convert such shares into shares of Seller Common Stock (collectively, a "Transfer") or enter into any contract, option or other arrangement or understanding with respect to any Transfer (whether by actual disposition or effective economic disposition due to hedging, cash settlement or otherwise) of, any Securities owned beneficially or of record as of the date hereof, any additional Securities and other securities of the Company acquired beneficially or of record by Stockholder after the date hereof, or any interest therein. Such Stockholder shall not take any of the actions with respect to such Stockholder's Securities that the Company is prohibited from taking under Section 6.1 of the Merger Agreement.

(b) No Groups. Each Stockholder agrees that it shall not, and shall cause each of its Affiliates not to, become a member of a "group" (as that term is used in Section 13(d) of the Exchange Act) that it is not currently a part of and that has been disclosed in a filing on Schedule 13D prior to the date hereof (other than as a result of entering into this Agreement) with respect to any Securities for the purpose of opposing or competing with the transactions contemplated by the Merger Agreement.

(c) Stop Transfer Order. In furtherance of this Agreement, concurrently herewith, each Stockholder shall, and hereby does authorize the Company or its counsel to,

notify the Company's transfer agent that there is a stop transfer order with respect to all of such Stockholder's Subject Securities (and that this Agreement places limits on the voting and transfer of such Subject Securities). The parties hereto agree that such stop transfer order shall be removed and shall be of no further force and effect upon termination of this Agreement in accordance with Section 4.03 hereof.

(d) Street Name Subject Shares. Each Stockholder shall promptly deliver a letter to each financial intermediary or other Person through which such Stockholder holds Subject Shares that informs such Person of such Stockholder's obligations under this Agreement.

Section 3.02 Changes to Securities. In case of a stock dividend or distribution, or any change in Securities by reason of any stock dividend or distribution, split-up, recapitalization, combination, exchange of shares or the like, the term "Securities" shall be deemed to refer to and include the Securities as well as all such stock dividends and distributions and any securities into which or for which any or all of the Securities may be changed or exchanged or which are received in such transaction. Each Stockholder agrees, while this Agreement is in effect, to notify Parent promptly in writing of the number of any additional Securities or other securities of the Company acquired by such Stockholder, if any, after the date hereof.

Section 3.03 Publicity: Documentation and Information. Parent or Purchaser will, to the extent reasonably practicable, consult with each Stockholder before issuing any press release or otherwise making any public statements or disclosures with respect to this Agreement or the other transactions contemplated hereby, except as may be required by Law or applicable stock exchange rules. Each Stockholder hereby authorizes Parent and Purchaser to publish and disclose in the Offer Documents, any announcement or disclosure required by the rules of any stock exchange, any filing with any Governmental Authority required to be made in connection with the Merger, the Offer and all related transactions, and, if approval of the Company's stockholders is required under applicable Law, the Proxy Statement or the Information Statement (including all documents and schedules filed with the SEC in connection with the foregoing), its identity and ownership of the Securities and its commitments, arrangements and understandings under this Agreement. Each Stockholder after consultation by Parent and Purchaser, agrees as promptly as practicable to give to Parent any information that Parent may reasonably require for the preparation of any such disclosure documents. Each Stockholder agrees as promptly as practicable to notify Parent of any required corrections with respect to any written information supplied by such Stockholder specifically for use in any such disclosure document, if and to the extent such Stockholder becomes aware that any such information shall have become false or misleading in any material respect.

Section 3.04 No Inconsistent Arrangements. Each Stockholder agrees, while this Agreement is in effect, (i) not to take, agree or commit to take any action that would reasonably be expected to make any representation or warranty of such Stockholder contained in this Agreement inaccurate in any respect as of any time during the term of this Agreement or (ii) to take all reasonable action necessary to prevent any such representation or warranty from being inaccurate in any respect at any such time. Such Stockholder further agrees that it shall use commercially reasonable efforts to cooperate with Parent, as and to the extent reasonably

requested by Parent, to effect the transactions contemplated hereby including the Offer and the Merger.

Section 3.05 Appraisal Rights. Such Stockholder hereby waives, and agrees not to exercise or assert, if applicable, any appraisal rights under Article 113 of the Colorado Business Corporation Act in connection with the Merger and to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against the Company or any of its subsidiaries (or any of their respective successors) relating to the negotiation, execution and delivery of this Agreement or the Merger Agreement or the consummation of the Merger or any of the other transactions contemplated hereby or thereby.

Section 3.06 Non-Solicitation. Each Stockholder shall not and shall not authorize or permit any of its representatives or Affiliates to directly or indirectly (i) solicit, initiate, knowingly encourage or facilitate (including by way of providing non-public information) the submission of any inquiry, indication of interest, proposal or offer that constitutes, or may reasonably be expected to lead to, an Acquisition Proposal or participate in or facilitate any discussions or negotiations with respect thereto or otherwise cooperate with or assist in any such Acquisition Proposal, or (ii) approve or recommend, or publicly propose to approve or recommend, an Acquisition Proposal or enter into any merger agreement, letter of intent, agreement in principle, share purchase agreement, asset purchase agreement or share exchange agreement, option agreement or other similar agreement that may reasonably be expected to lead to an Acquisition Proposal or enter into any letter of intent, agreement or agreement in principle requiring Stockholder (whether or not subject to conditions) to abandon, terminate or fail to consummate the transactions contemplated hereby or breach its obligations hereunder.

Section 3.07 Derivative Securities. Nothing in this Agreement shall obligate any Stockholder to exercise any Seller Stock Option or Seller Warrant. Each Stockholder acknowledges that, in the event that such Stockholder determines to exercise any Seller Stock Option or Seller Warrant prior to the expiration of the Offer, the shares of Seller Common Stock acquired by such Stockholder in connection with such exercise shall constitute "Subject Securities" hereunder and shall be tendered in the Offer by Stockholder in accordance with Section 1.01. Stockholder further acknowledges and agrees that any Seller Stock Option or Seller Warrant may be exercised by Stockholder up until the expiration of the Offer, but if not so exercised prior to the expiration of the Offer, shall be terminated at the Effective Time of the Merger in accordance with the terms of the Merger Agreement in exchange for a lump sum cash payment (without interest), less any applicable withholding taxes, equal to the product of (i) the excess, if any, of (A) the Common Stock Offer Price over (B) the per share exercise price for such Seller Stock Option or Seller Warrant and (ii) the then vested and exercisable number of shares subject to such Seller Stock Option or Seller Warrant.

#### ARTICLE 4 MISCELLANEOUS

Section 4.01 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered to Parent and Purchaser in accordance with Section 10.3 of the Merger Agreement and to each Stockholder at its address set forth

below such Stockholder's signature hereto (or at such other address for a party as shall be specified by like notice).

Section 4.02 Further Assurances. Each Stockholder shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as Parent or Purchaser may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

Section 4.03 Termination. This Agreement shall terminate upon the earliest to occur of (i) the termination of the Merger Agreement in accordance with its terms, (ii) the Effective Time or (iii) upon mutual written agreement of the parties hereto to terminate this Agreement. In the event of a termination of this Agreement pursuant to this Section 4.03, this Agreement shall become void and of no effect with no liability on the part of any party hereto; provided that the provisions of Article 4, but excluding Section 4.02, shall survive the termination of this Agreement, and no such termination shall relieve any party hereto from any liability for any breach of this Agreement occurring prior to such termination.

Section 4.04 Amendments and Waivers.

(a) The parties hereto may modify or amend this Agreement by written agreement executed and delivered by duly authorized officers of the respective parties.

(b) Any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party or parties entitled to the benefits thereof only by a written instrument signed by the party expressly granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 4.05 Expenses. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such costs and expenses, whether or not the transactions contemplated by this Agreement or the Merger Agreement are consummated.

Section 4.06 Binding Effect; Benefit; Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns.

Section 4.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its rules of conflict of laws, except to the extent that the laws of the State of Colorado apply to the Merger and the rights of Stockholder relative to the Merger.

Section 4.08 Jurisdiction. Each of the parties hereto (a) consents to submit itself to the exclusive personal jurisdiction of the courts of the Commonwealth of Massachusetts, Suffolk County, or if that court does not have jurisdiction, a federal court sitting

in the Commonwealth of Massachusetts (the "Massachusetts Courts") in any action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, (c) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (d) agrees not to bring any action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement in any other court. Each of the parties hereto waives any defense or inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Each of Parent, Purchaser and Stockholder agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

Section 4.09 Service of Process. To the extent permitted by applicable law, any party hereto may make service on another party hereto by mailing copies thereof by registered or certified United States mail, postage prepaid, return receipt requested, to such party's address as specified in or pursuant to Section 4.01 hereof. However, the foregoing shall not affect the right of any party to serve legal process in any other manner permitted by law.

Section 4.10 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY OR DISPUTE THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION.

Section 4.11 Entire Agreement; Third Party Beneficiaries. This Agreement (a) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (b) is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

Section 4.12 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 4.13 Specific Performance. Each of the parties hereto acknowledges and agrees that, in the event of any breach of this Agreement, each nonbreaching party would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that the parties hereto (a) will waive, in any action for specific performance, the defense of adequacy of a remedy at law and (b) shall be entitled, in addition to any other remedy to which they may be entitled at law or in equity, to compel specific performance of this Agreement in any action instituted in accordance with Section 4.08 hereof.

Section 4.14 Stockholder Obligations Several and Not Joint. The obligations of each Stockholder hereunder shall be several and not joint and no Stockholder shall be liable for any breach of the terms of this Agreement by any other Stockholder.

Section 4.15 Headings. The Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 4.16 Interpretation. Any reference to any national, state, local or foreign Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context otherwise requires. When a reference is made in this Agreement to Sections, such reference shall be to a Section to this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

Section 4.17 No Presumption. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 4.18 Counterparts. This Agreement may be executed in multiple counterparts, all of which shall together be considered one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**HAEMONETICS CORPORATION**

By: /s/ Brian P. Concannon

Name: Brian P. Concannon

Title: President and Chief Executive Officer

**ATLAS ACQUISITION CORP.**

By: /s/ Christopher J. Lindop

Name: Christopher J. Lindop

Title: President

**STOCKHOLDER**

By: /s/ Michael I. Ruxin

Name: Michael I. Ruxin

**STOCKHOLDER**

By: /s/ Thomas F. Marcinek

Name: Thomas F. Marcinek

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ANNEX I

<u>Stockholder</u>	<u>Securities</u>					<u>Seller Warrants</u>
	<u>Name of Record Holder (if different)</u>	<u>Seller Common Stock</u>	<u>Seller Restricted Stock</u>	<u>Series A Convertible Preferred Stock</u>	<u>Seller Stock Options</u>	
Michael I. Ruxin		1,150,579 <sub>12</sub>			750,000	

- 1 Consists of (i) 892,071 shares held in the name of Michael I. Ruxin, (ii) 3,000 shares held in the name of Michael Ruxin & Sonya M. Levine JT TEN, (iii) 69,148 shares being transferred into the name of Michael I. Ruxin and (iv) 186,360 shares held in street name.
- 2 100,000 shares have been pledged as security for a loan, provided that such pledge will be released prior to the date on which Stockholder must tender such shares in accordance with Section 1.01 hereof.



Securities  
Beneficially Owned

<u>Stockholder</u>	<u>Name of Record Holder (if different)</u>	<u>Seller Common Stock</u>	<u>Seller Restricted Stock</u>	<u>Series A Convertible Preferred Stock</u>	<u>Seller Stock Options</u>	<u>Seller Warrants</u>
Thomas F. Marcinek		558,204 <sub>3</sub>			750,000	

3 Held in "street name"

## TENDER AND SUPPORT AGREEMENT

THIS TENDER AND SUPPORT AGREEMENT (this "Agreement") dated as of January 31, 2010 is made by and among Haemonetics Corporation, a Massachusetts corporation ("Parent"), Atlas Acquisition Corp., a Colorado corporation and wholly owned subsidiary of Parent ("Purchaser"), and the securityholder of Global Med Technologies, Inc., a Colorado corporation (the "Company") listed on Annex I (the "Stockholder").

WHEREAS, Stockholder owns shares of the Company's common stock, par value \$0.01 per share ("Seller Common Stock"), shares of the Company's Series A Convertible Preferred Stock, par value \$0.01 per share ("Seller Series A Convertible Preferred Stock"), and warrants issued by the Company to purchase shares of Seller Common Stock ("Seller Warrants") and collectively with the Seller Common Stock and Seller Series A Convertible Preferred Stock, "Securities");

WHEREAS, as of the date hereof, Stockholder is the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the number and type of Securities set forth opposite Stockholder's name under the heading "Securities Beneficially Owned" on Annex I (all such Securities owned directly or indirectly through a broker which are outstanding as of the date hereof and which may hereafter be acquired pursuant to acquisition by purchase, conversion, stock dividend, distribution, stock split, split-up, combination, merger, consolidation, reorganization, recapitalization, combination or similar transaction, being referred to herein as the "Subject Securities;" provided that "Subject Securities" shall not include Securities beneficially owned in the form of Seller Warrants, but only to the extent such Securities remain unvested, restricted or unexercised, as the case may be);

WHEREAS, contemporaneously with the execution of this Agreement, Parent, Purchaser and the Company are entering into an Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"), providing, among other things, for (i) an offer by Purchaser (the "Offer") to purchase all of the outstanding shares of (A) Seller Common Stock at a price of \$1.22 per share in cash (such amount or any higher amount per share that may be paid pursuant to the Offer, the "Common Stock Offer Price") and (B) Seller Series A Convertible Preferred Stock at a price of \$1,694.44 per share (such amount or any higher amount per share that may be paid pursuant to the Offer, the "Preferred Stock Offer Price") and (ii) following the acceptance for payment of shares of Seller Common Stock and Seller Series A Convertible Preferred Stock pursuant to the Offer, the merger of Purchaser with and into the Company (the "Merger") pursuant to which all then outstanding shares of Seller Common Stock will be converted into the right to receive the Common Stock Offer Price and all then outstanding shares of Seller Series A Convertible Preferred Stock will be converted into the right to receive the Preferred Stock Offer Price;

WHEREAS, as a condition to their willingness to enter into the Merger Agreement, Parent and Purchaser have requested that Stockholder, and in order to induce Parent and Purchaser to enter into the Merger Agreement, Stockholder has agreed to, enter into this Agreement; and

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WHEREAS, capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration given to each party hereto, the receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1  
AGREEMENT TO TENDER**

**Section 1.01 Agreement to Tender.** Stockholder shall duly tender, in the Offer, all of Stockholder's Subject Securities pursuant to and in accordance with the terms of the Offer; provided that the Common Stock Offer Price and/or the Preferred Stock Offer Price does not decrease. On or prior to the Expiration Date, Stockholder shall (i) deliver to the depository designated in the Offer (the "Depository") (A) letter(s) of transmittal with respect to Stockholder's Subject Securities complying with the terms of the Offer, (B) a certificate or certificates representing such Subject Securities or, in the case of a book-entry transfer of any uncertificated Subject Securities, an "agent's message" (or such other evidence, if any, of transfer as the Depository may reasonably request) and (C) all other documents or instruments required to be delivered pursuant to the terms of the Offer, and/or (ii) instruct Stockholder's broker or such other Person that is the holder of record of Stockholder's Subject Securities to tender such Subject Securities pursuant to and in accordance with the terms of the Offer. Stockholder shall duly tender to Purchaser during any Subsequent Offering Period provided by Purchaser in accordance with the terms of the Offer, all of the Subject Securities, if any, which shall have been issued or otherwise acquired by Stockholder after the expiration of the Offer. Stockholder agrees that once Stockholder's Subject Securities are tendered pursuant to the terms hereof, Stockholder will not withdraw any tender of such Subject Securities, unless and until (x) the Offer shall have been terminated or shall have expired, in each case, in accordance with the terms of the Merger Agreement, or (y) this Agreement shall have been terminated in accordance with Section 4.03 hereof.

**Section 1.02 Voting of Subject Securities.** At every meeting of the stockholders of the Company called for such purpose, and at every adjournment or postponement thereof, and with respect to every action by written consent of the stockholders of the Company in lieu of a meeting, Stockholder shall, or shall cause the holder of record on any applicable record date to, vote Stockholder's Subject Securities (only as directed by Purchaser and to the extent that any of Stockholder's Subject Securities are not purchased in the Offer and provided that the Common Stock Offer Price and/or the Preferred Stock Offer Price was not decreased) (i) in favor of the adoption and approval of the Merger Agreement and the transactions contemplated thereby, (ii) against (A) any agreement or arrangement related to or in furtherance of any Acquisition Proposal, (B) any liquidation, dissolution, recapitalization, extraordinary dividend or other significant corporate reorganization of the Company or any of its Subsidiaries, (C) any other transaction the consummation of which would impede, interfere with, prevent or materially delay the Offer or the Merger, or (D) any action, proposal, transaction or agreement that would result in (x) a breach of any covenant, representation or warranty or other obligation or agreement of the Company under the Merger Agreement or of Stockholder under this Agreement or (y) the failure of any Tender Offer Condition to be satisfied and (iii) in favor of

any other matter necessary for consummation of the transactions contemplated by the Merger Agreement, and in connection therewith, Stockholder shall execute any documents which are necessary or appropriate in order to effectuate the foregoing. Stockholder shall retain at all times the right to vote Stockholder's Subject Securities in Stockholder's sole discretion and without any other limitation on those matters other than those set forth in this Section 1.02 that are at any time or from time to time presented for consideration to the Company's stockholders generally. In the event that any meeting of the stockholders of the Company is held, Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause Stockholder's Subject Securities (to the extent that any of Stockholder's Subject Securities are not purchased in the Offer and provided that the Common Stock Offer Price and/or the Preferred Stock Offer Price was not decreased) to be counted as present thereat for purposes of establishing a quorum.

Section 1.03 Stockholder Representatives on the Seller Board; Stockholder Capacity. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall (or shall require any Stockholder to attempt to) affect or limit any Stockholder who is a director or officer of the Company from acting in such capacity (it being understood that this Agreement shall apply to Stockholder solely in Stockholder's capacity as a stockholder of the Company). In furtherance of the foregoing, Parent and Purchaser hereby acknowledge that certain Representatives of, or other Persons appointed by or associated with, Stockholder are members of the Seller Board. So long as any such Person continues to be a Director of the Company, nothing in this Agreement shall be construed as preventing or otherwise affecting any actions taken by any such Person in such Person's capacity as a Director of the Company or from fulfilling the obligations of such office (including the performance of obligations required by the fiduciary obligations of any such Person acting solely in such Person's capacity as a Director of the Company).

## ARTICLE 2 REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties of the Stockholder. Stockholder hereby represents, warrants and covenants to Parent and Purchaser as follows:

(a) Authorization; Validity of Agreement; Necessary Action. Stockholder has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. To the extent applicable, the execution and delivery of this Agreement and the consummation by Stockholder of the transactions contemplated hereby have been duly authorized by all necessary action (corporate or otherwise) on the part of Stockholder. This Agreement has been duly executed and delivered by Stockholder and constitutes a valid and binding obligation of Stockholder, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and to general equity principles).

(b) Ownership. As of the date hereof, the number and type of Securities beneficially owned (as defined in Rule 13d-3 under the Exchange Act) by Stockholder is set forth opposite Stockholder's name under the heading "Securities Beneficially Owned" on

Annex I. Except as set forth on Annex I, Stockholder is the record owner of all such Securities. Stockholder's Subject Securities and Seller Warrants are, and (except as otherwise expressly permitted by this Agreement) any additional Securities and any options and warrants to purchase Securities, or any other securities of the Company convertible, exercisable or exchangeable into Securities that are acquired by Stockholder after the date hereof and prior to the Effective Time will be, owned beneficially by Stockholder. As of the date hereof, Stockholder's Subject Securities constitute all of the securities of the Company (other than Securities beneficially owned in the form of Seller Warrants outstanding as of the date hereof and listed on Annex I) held of record, beneficially owned by or for which voting power or disposition power is held or shared by Stockholder or its Affiliates. Stockholder has and (except as otherwise expressly permitted by this Agreement) will have at all times through the Effective Time voting power, power of disposition, power to issue instructions with respect to the matters set forth in Article 1, Article 3, and Section 4.03 hereof, and right, power and authority to agree to all of the matters set forth in this Agreement, in each case with respect to all of Stockholder's Subject Securities and with respect to all of Stockholder's Securities at all times through the Effective Time, with no limitations, qualifications or restrictions on such rights, subject to the express terms of such Securities, applicable federal securities laws and the terms of this Agreement. Stockholder further represents that any proxies heretofore given in respect of the Securities owned beneficially and of record by Stockholder are revocable, and hereby revokes such proxies.

(c) No Violation. The execution and delivery of this Agreement by Stockholder does not, and the performance by Stockholder of its obligations under this Agreement will not, (i) assuming the filing of such reports as may be required under Sections 13(d) and 16 of the Exchange Act, which Stockholder will file, conflict with or violate any Law applicable to Stockholder or by which any of Stockholder's assets or properties is bound, (ii) conflict with, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or require payment under, or result in the creation of any Encumbrance on the properties or assets of Stockholder pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Stockholder is a party or by which Stockholder or any of Stockholder's assets or properties is bound, or (iii) require any consent, approval, authorization or permit of, or filing with or notification to any Governmental Authority (except for filings that may be required under the Exchange Act and the HSR Act), except for any of the foregoing as could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of Stockholder to perform Stockholder's obligations hereunder or to consummate the transactions contemplated hereby.

(d) Reliance. Stockholder understands and acknowledges that Parent and Purchaser are entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

(e) Absence of Litigation. As of the date hereof, there is no suit, action, investigation or proceeding pending or, to the knowledge of Stockholder, threatened against Stockholder before or by any Governmental Authority that would materially impair the ability of Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby.

Section 2.02 Representations and Warranties of Parent and Purchaser. Each of Parent and Purchaser, jointly and severally, hereby represents and warrants to Stockholder as follows:

(a) Authorization; Validity of Agreement; Necessary Action. Each of Parent and Purchaser is an entity duly organized, validly existing and in good standing under the laws of the state wherein it is formed. Each of Parent and Purchaser has all requisite power and authority to execute and deliver this Agreement and the Merger Agreement and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Merger Agreement and the consummation by Parent and Purchaser of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of Parent and Purchaser. This Agreement and the Merger Agreement have been duly executed and delivered by Parent and Purchaser and constitute valid and binding obligations of each of them, enforceable in accordance with their terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and to general equity principles).

(b) No Conflicts. The execution and delivery of this Agreement and the Merger Agreement by Parent and Purchaser does not, and the performance by each of them of its obligations under this Agreement and the Merger Agreement will not, (i) conflict with or violate any Law applicable to Parent and Purchaser or by which any of their assets or properties is bound or (ii) conflict with, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or require payment under, or result in the creation of any Encumbrance on the properties or assets of Parent or Purchaser pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Parent or Purchaser is a party or by which Parent or Purchaser or any of their respective assets or properties is bound, except for any of the foregoing in (i) or (ii) above as could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of Parent and Purchaser to perform their obligations hereunder or to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Merger Agreement by Parent and Purchaser does not, and the performance of this Agreement and the Merger Agreement by Parent and Purchaser will not, require any consent, approval, authorization or permit of, or filing with or notification to any (i) Governmental Authority, except for filings that may be required under the Exchange Act and the HSR Act or (ii) third party, except, in the case of (i) or (ii) above, as could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of Parent and Purchaser to perform their obligations hereunder or to consummate the transactions contemplated hereby.

### ARTICLE 3 OTHER COVENANTS

Section 3.01 No Transfers. Stockholder hereby agrees, while this Agreement is in effect, and except as expressly contemplated or otherwise permitted hereby, not to, directly or indirectly (i) grant any proxies or enter into any voting trust or other agreement or arrangement with respect to the voting of any Securities or (ii) sell, transfer, pledge, encumber,

assign, distribute, gift or otherwise dispose of (including by operation of law, other than by death of any person) or, in the case of shares of Seller Series A Convertible Preferred Stock, redeem or convert such shares into shares of Seller Common Stock (collectively, a "Transfer") or enter into any contract, option or other arrangement or understanding with respect to any Transfer (whether by actual disposition or effective economic disposition due to hedging, cash settlement or otherwise) of, any Securities owned beneficially or of record as of the date hereof, any additional Securities and other securities of the Company acquired beneficially or of record by Stockholder after the date hereof, or any interest therein.

Section 3.02 Changes to Securities. In case of a stock dividend or distribution, or any change in Securities by reason of any stock dividend or distribution, split-up, recapitalization, combination, exchange of shares or the like, the term "Securities" shall be deemed to refer to and include the Securities as well as all such stock dividends and distributions and any securities into which or for which any or all of the Securities may be changed or exchanged or which are received in such transaction. Stockholder agrees, while this Agreement is in effect, to notify Parent promptly in writing of the number of any additional Securities or other securities of the Company acquired by Stockholder, if any, after the date hereof.

Section 3.03 Publicity, Documentation and Information. Parent or Purchaser will, to the extent reasonably practicable, consult with Stockholder before issuing any press release or otherwise making any public statements or disclosures with respect to this Agreement or the other transactions contemplated hereby, except as may be required by Law or applicable stock exchange rules. Stockholder hereby authorizes Parent and Purchaser to publish and disclose in the Offer Documents, any announcement or disclosure required by the rules of any stock exchange, any filing with any Governmental Authority required to be made in connection with the Merger, the Offer and all related transactions, and, if approval of the Company's stockholders is required under applicable Law, the Proxy Statement or the Information Statement (including all documents and schedules filed with the SEC in connection with the foregoing), Stockholder's identity and ownership of the Securities and its commitments, arrangements and understandings under this Agreement, provided that Stockholder and its counsel shall have the right to approve the form and content of any references to Stockholder in any such disclosure documents, announcements or filings, any such approval not to be unreasonably withheld or delayed. Stockholder, upon request and after consultation by Parent and Purchaser, agrees as promptly as practicable to give to Parent any information that Parent may reasonably require for the preparation of any such disclosure documents. Stockholder agrees as promptly as practicable to notify Parent of any required corrections with respect to any written information supplied by Stockholder specifically for use in any such disclosure document, if and to the extent Stockholder becomes aware that any such information shall have become false or misleading in any material respect.

Section 3.04 Dissenters' Rights. Stockholder hereby waives, and agrees not to exercise or assert, if applicable, any dissenters' rights under Article 113 of the Colorado Business Corporation Act in connection with the Merger and to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against the Company or any of its subsidiaries (or any of their respective successors) relating to the negotiation, execution and delivery of this Agreement or the Merger Agreement or the consummation of the Merger or any of the other transactions contemplated hereby or thereby.

**Section 3.05 Non-Solicitation.** Stockholder shall not and shall not authorize any of its representatives or Affiliates to directly or indirectly (i) solicit, initiate, knowingly encourage or knowingly facilitate (including by way of providing non-public information) the submission of any inquiry, indication of interest, proposal or offer that constitutes, or may reasonably be expected to lead to, an Acquisition Proposal or participate in or knowingly facilitate any discussions or negotiations with respect thereto, or (ii) approve or recommend, or publicly propose to approve or recommend, an Acquisition Proposal or enter into any merger agreement, letter of intent, agreement in principle, share purchase agreement, asset purchase agreement or share exchange agreement, option agreement or other similar agreement that may reasonably be expected to lead to an Acquisition Proposal or enter into any letter of intent, agreement or agreement in principle requiring Stockholder (whether or not subject to conditions) to abandon, terminate or fail to consummate the transactions contemplated hereby or breach its obligations hereunder; provided that Stockholder may have discussions or negotiations with any Qualified Bidder from and after the time that the Seller Board has entered into discussions or negotiations with such Qualified Bidder in accordance with Section 7.2(c) of the Merger Agreement; provided, however, that Stockholder shall terminate any such discussions or negotiations with the Qualified Bidder simultaneously with the termination of such discussions or negotiations by the Seller Board or immediately upon the withdrawal of the Acquisition Proposal by such Qualified Bidder. Stockholder shall notify Parent promptly (and in any event within 24 hours) of the commencement of any discussions or negotiations between Stockholder and any such Qualified Bidder.

**Section 3.06 Derivative Securities.** Nothing in this Agreement shall obligate Stockholder to exercise any Seller Warrant. Stockholder acknowledges that, in the event that Stockholder determines to exercise any Seller Warrant prior to the expiration of the Offer, the shares of Seller Common Stock acquired by Stockholder in connection with such exercise shall constitute "Subject Securities" hereunder and shall be tendered in the Offer by Stockholder in accordance with Section 1.01. Stockholder further acknowledges and agrees that any Seller Warrant may be exercised by Stockholder up until the expiration of the Offer, but if not so exercised prior to the expiration of the Offer, shall be terminated at the Effective Time of the Merger in accordance with the terms of the Merger Agreement in exchange for a lump sum cash payment (without interest), less any applicable withholding taxes, equal to the product of (i) the excess, if any, of (A) the Common Stock Offer Price over (B) the per share exercise price for such Seller Warrant and (ii) the then vested and exercisable number of shares subject to such Seller Warrant.

#### ARTICLE 4 MISCELLANEOUS

**Section 4.01 Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered to Parent and Purchaser in accordance with Section 10.3 of the Merger Agreement and to Stockholder at its address set forth below its signature hereto, together with a copy to Stockholder's legal counsel: Latham & Watkins LLP, 233 S. Wacker Dr., Suite 5800, Chicago, Illinois 60606, Attn: Bradley C. Faris (or at such other address for a party as shall be specified by like notice).



Section 4.02 Further Assurances. Stockholder shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as Parent or Purchaser may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

Section 4.03 Termination. This Agreement shall terminate upon the earliest to occur of (i) the termination of the Merger Agreement in accordance with its terms, (ii) the Effective Time, (iii) upon mutual written agreement of the parties hereto to terminate this Agreement, (iv) any decrease of the Common Stock Offer Price and/or the Preferred Stock Offer Price, (v) the acquisition by Parent of all of the Subject Securities, whether pursuant to the Offer or otherwise, (vi) the termination of the Offer prior to the Acceptance Time, or (vii) the Company having effected an Adverse Change Recommendation pursuant to and in accordance with Section 7.2(d) of the Merger Agreement. In the event of a termination of this Agreement pursuant to this Section 4.03, this Agreement shall become void and of no effect with no liability on the part of any party hereto; provided that the provisions of Article 4, but excluding Section 4.02, shall survive the termination of this Agreement, and no such termination shall relieve any party hereto from any liability for any breach of this Agreement occurring prior to such termination.

Section 4.04 Amendments and Waivers.

(a) The parties hereto may modify or amend this Agreement by written agreement executed and delivered by duly authorized officers of the respective parties.

(b) Any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party or parties entitled to the benefits thereof only by a written instrument signed by the party expressly granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 4.05 Expenses. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such costs and expenses, whether or not the transactions contemplated by this Agreement or the Merger Agreement are consummated.

Section 4.06 Binding Effect; Benefit; Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns.

Section 4.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its rules of conflict of laws, except to the extent that the laws of the State of Colorado apply to the Merger and the rights of Stockholder relative to the Merger.

**Section 4.08 Jurisdiction.** Each of the parties hereto (a) consents to submit itself to the exclusive personal jurisdiction of the courts of the State of New York, New York County, or if that court does not have jurisdiction, a federal court sitting in the State of New York (the "New York Courts") in any action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, (c) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (d) agrees not to bring any action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement in any other court. Each of the parties hereto waives any defense or inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Each of Parent, Purchaser and Stockholder agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

**Section 4.09 Service of Process.** To the extent permitted by applicable law, any party hereto may make service on another party hereto by mailing copies thereof by registered or certified United States mail, postage prepaid, return receipt requested, to such party's address as specified in or pursuant to Section 4.01 hereof. However, the foregoing shall not affect the right of any party to serve legal process in any other manner permitted by law.

**Section 4.10 Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY OR DISPUTE THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION 4.10.

**Section 4.11 Entire Agreement: Third Party Beneficiaries.** This Agreement (a) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (b) is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

**Section 4.12 Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid,

void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 4.13 Specific Performance. Each of the parties hereto acknowledges and agrees that, in the event of any breach of this Agreement, each nonbreaching party would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that the parties hereto (a) will waive, in any action for specific performance, the defense of adequacy of a remedy at law and (b) shall be entitled, in addition to any other remedy to which they may be entitled at law or in equity, to compel specific performance of this Agreement in any action instituted in accordance with Section 4.08 hereof.

Section 4.14 Headings. The Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 4.15 Interpretation. Any reference to any national, state, local or foreign Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context otherwise requires. When a reference is made in this Agreement to Sections, such reference shall be to a Section to this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

Section 4.16 No Presumption. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 4.17 Counterparts. This Agreement may be executed in multiple counterparts, all of which shall together be considered one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**HAEMONETICS CORPORATION**

By: /s/ Brian P. Concannon

Name: Brian P. Concannon  
Title: President and Chief Executive Officer

**ATLAS ACQUISITION CORP.**

By: /s/ Christopher J. Lindop

Name: Christopher J. Lindop  
Title: President

**VICTORY PARK SPECIAL SITUATIONS  
MASTER FUND LTD.**

By: Victory Park Capital Advisors, LLC

Its: Investment Manager

By: /s/ Scott R. Zemnick

Name: Scott R. Zemnick  
Its: General Counsel

**Notice Address:**

Victory Park Special Situations Master Fund Ltd.

Attn: Scott R. Zemnick

227 West Monroe St., Suite 3900

Chicago, IL 60606

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ANNEX I

Stockholder	Securities Beneficially Owned			
	Name of Record Holder (if different)	Seller Common Stock <sup>1</sup>	Series A Convertible Preferred Stock	Seller Warrants
Victory Park Special Situations Master Fund, Ltd.		4,876,765	3,960	4,125,000

<sup>1</sup> Does not reflect the common shares that may be deemed to be beneficially owned upon the exercise of Seller Warrants and/or the conversion of Series A Convertible Preferred Stock.

## EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made as of the 31st day of January, 2010, between Haemonetics Corporation, a Massachusetts corporation (the "Company"), and Michael I. Ruxin (the "Executive").

WHEREAS, the Company intends to enter into an Agreement and Plan of Merger (the "Merger Agreement") with Global Med Technologies, Inc. ("Seller"), providing for a wholly-owned subsidiary of the Company to commence an offer to purchase the outstanding capital stock of the Seller and, following successful completion of the offer, merge with and into Seller, with Seller surviving the merger and becoming a wholly-owned subsidiary of the Company (the "Transaction").

WHEREAS, the Executive is currently employed by Seller pursuant to that certain Employment Agreement by and between the Executive and Seller, dated as of July 30, 2008 (the "Prior Agreement").

WHEREAS, in connection with and upon consummation of the Transaction, the parties desire to terminate the Prior Agreement (subject to certain continuing obligations of Seller thereunder), and the Company desires to employ the Executive and the Executive desires to be employed by the Company beginning on the Closing Date (as defined in the Merger Agreement) (the "Commencement Date") on the terms contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Termination of Prior Agreement; Term.

(a) Termination of Prior Agreement. As of the Commencement Date, and except for any salary continuation payments and any other benefits that may be due to the Executive under Section 4.4.3 of the Prior Agreement as a result of the Executive's termination of the Prior Agreement for "Good Reason" (as defined in the Prior Agreement) (the "Continuing Payments"), the Prior Agreement shall terminate and be of no further force and effect; provided, however, that this Agreement shall be null and void if the Commencement Date does not occur.

(b) Term. The term of this Agreement shall extend from the Commencement Date until the third anniversary of the Commencement Date. The term of this Agreement shall be subject to termination as provided in Section 4 and may be referred to herein as the "Term."

2. Position and Duties. Upon the Commencement Date, Executive shall serve as the Vice President, Global Software Strategies of the Company, and shall have responsibility for the strategy to accelerate global expansion of the software business and relationships with specific key customers and shall have such other powers and duties as may from time to time be prescribed by the Chief Executive Officer of the Company (the "CEO") or other authorized executives, provided that such duties are consistent with the Executive's position or other positions that he may hold from time to time. The Executive shall devote his full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may serve on other boards of directors, with the approval of the Board of Directors of

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the Company (the "Board"), or engage in charitable or other community activities as long as such services and activities do not materially interfere with the Executive's performance of his duties to the Company as provided in this Agreement.

**3. Compensation and Related Matters.**

(a) Base Salary. The Executive's initial annual base salary shall be \$400,000. The Executive's base salary shall be redetermined annually by the Compensation Committee, but shall not be reduced without the consent of the Executive except for across-the-board salary reductions similarly affecting all or substantially all senior management of the Company. The base salary in effect at any given time is referred to herein as "Base Salary." The Base Salary shall be payable in a manner that is consistent with the Company's usual payroll practices for senior executives.

(b) Incentive Compensation. The Executive shall be eligible to receive cash incentive compensation as determined by the Compensation Committee from time to time, based upon the achievement of select Company financial metrics and performance related to mutually agreed-upon annual individual goals. The Executive's target annual incentive compensation shall be thirty percent (30%) of his Base Salary. To earn incentive compensation, the Executive must be employed by the Company on the last day of the fiscal year to which such incentive compensation relates. Such incentive compensation shall be paid as a "short-term deferral" in accordance with the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the regulations issued under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

(c) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by him in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior executive officers.

(d) Stock Option. Promptly following the Commencement Date, the Compensation Committee of the Board of Directors of the Company shall vote on a grant to the Executive of an option (the "Option") to purchase One Hundred Five Thousand (105,000) shares of the Company's common stock, \$0.01 par value per share (the "Common Stock"). The Option shall have a term of seven (7) years and vest over a five (5) year period at the rate of 20% per year on each anniversary of the grant date. The strike price of the Option shall be the fair market value of the Company's Common Stock on the date of grant, which is the average of the high and low trading price of the Common Stock on the New York Stock Exchange as of such date. The Option shall fully vest in the event of a termination by the Executive for Good Reason (as defined below) and in the event of a termination by the Company other than for Cause (as defined below). The vested portion of the Option shall be exercisable for the lesser of the balance of the term of the Option or five (5) years from the Date of Termination (as defined below). Notwithstanding the foregoing, in the event of a termination by the Company for Cause or if the Executive terminates his employment on a voluntary basis without Good Reason then the Executive would be entitled to the portion of the Option that was vested as of the Date of Termination and the Executive would have ninety (90) days in which to exercise such vested portion of the Option.

(e) **Benefits.** The Executive may, to the extent he so chooses, participate in any and all of the Company's employee benefit plans that are in effect for similarly situated U.S.-based employees, including medical, dental, long term disability, accidental death and dismemberment and supplemental life insurance. Medical and dental insurance shall be subsidized in part by the Company. The Executive shall also be entitled to participate in any and all other benefits programs established for similarly situated U.S.-based officers of the Company.

(f) **Vacations.** The Executive shall be entitled to accrue up to twenty (20) paid vacation days through December 31, 2010 and after December 31, 2010 Executive shall be entitled to accrue up to twenty-five (25) paid vacation days in each year, which shall be accrued ratably. The Executive shall also be entitled to all paid holidays given by the Company to its executives.

4. **Termination.** The Executive's employment hereunder may be terminated during the Term without any breach of this Agreement under the following circumstances:

(a) **Death.** The Executive's employment hereunder shall terminate upon his death.

(b) **Disability.** The Company may terminate the Executive's employment if he is disabled and unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of one hundred eighty (180) days (which need not be consecutive) in any twelve (12)-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 4(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq. and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.

(c) **Termination by Company for Cause.** "Cause" means (i) the Executive's conviction of (or a plea of guilty or nolo contendere to) a felony or any other crime involving moral turpitude, dishonesty, fraud, theft or financial impropriety; or (ii) a determination by a majority of the Board in good faith that the Executive has (A) willfully and continuously failed to perform substantially the Executive's duties (other than any such failure resulting from the Executive's Disability or incapacity due to bodily injury or physical or mental illness), after a written demand for substantial performance is delivered to the Executive by the Board that specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties, (B) engaged in illegal conduct, an act of



dishonesty or gross misconduct, or (C) willfully violated a material requirement of the Company's code of conduct or the Executive's fiduciary duty to the Company. No act or failure to act on the part of the Executive shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith and without reasonable belief that the Executive's action or omission was in, or not opposed to, the best interests of the Company or its subsidiaries. In order to terminate the Executive's employment for Cause, the Company shall be required to provide the Executive a reasonable opportunity to be heard (with counsel) before the Board, which opportunity shall include at least ten (10) business days of advance written notice to the Executive. Further, the Executive's attempt to secure employment with another employer that does not breach the Executive's non-competition obligations shall not constitute an event of "Cause".

(d) Termination Without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 4(c) and does not result from the death or disability of the Executive under Section 4(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate his employment hereunder at any time for any reason, including but not limited to Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events: (i) a material diminution in the Executive's responsibilities, authority or duties; (ii) a material diminution in the Executive's Base Salary, except for across-the-board reductions similarly affecting all or substantially all senior management employees of the Company; (iii) a material diminution in the Executive's target annual incentive compensation, except for across-the-board reductions in target annual incentive compensation similarly affecting all or substantially all senior management employees of the Company; (iv) the Company requires the Executive to be based anywhere outside a fifty (50) mile radius of the Seller's offices at which the Executive is based as of the Commencement Date (or any subsequent location at which the Executive has previously consented to be based) or (v) the material breach of this Agreement by the Company. "Good Reason Process" shall mean that (i) the Executive reasonably determines in good faith that a "Good Reason" condition has occurred; (ii) the Executive notifies the Company in writing of the first occurrence of the Good Reason condition within sixty (60) days of the first occurrence of such condition; (iii) the Executive cooperates in good faith with the Company's efforts, for a period of thirty (30) days following such notice (the "Cure Period"), to remedy the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist; and (v) the Executive terminates his employment within sixty (60) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

(f) Notice of Termination. Except for termination as specified in Section 4(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(g) Date of Termination. “Date of Termination” shall mean: (i) if the Executive’s employment is terminated by his death, the date of his death; (ii) if the Executive’s employment is terminated on account of disability under Section 4(b) or by the Company for Cause under Section 4(c), the date on which Notice of Termination is given; (iii) if the Executive’s employment is terminated by the Company under Section 4(d), thirty (30) days after the date on which a Notice of Termination is given; (iv) if the Executive’s employment is terminated by the Executive under Section 4(e) without Good Reason, thirty (30) days after the date on which a Notice of Termination is given; and (v) if the Executive’s employment is terminated by the Executive under Section 4(e) with Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a termination by the Company for purposes of this Agreement.

5. Compensation Upon Termination.

(a) Termination Generally. If the Executive’s employment with the Company is terminated for any reason, in addition to the other rights of the Executive under Section 5 of this Agreement, the Company shall pay or provide to the Executive (or to his authorized representative or estate) any earned but unpaid Base Salary, incentive compensation earned but not yet paid, unpaid expense reimbursements, accrued but unused vacation and any vested benefits the Executive may have under any employee benefit plan of the Company (the “Accrued Benefit”) on or before the time required by law but in no event more than thirty (30) days after the Executive’s Date of Termination.

(b) Termination by the Company without Cause or by the Executive with Good Reason. If the Executive’s employment is terminated during the Term by the Company without Cause as provided in Section 4(d), or the Executive terminates his employment for Good Reason as provided in Section 4(e), then the Company shall, through the Date of Termination, pay the Executive his Accrued Benefit on or before the time required by law but in no event more than thirty (30) days after the Executive’s Date of Termination. In addition:

(i) subject to the Executive signing a general release of claims in favor of the Company and related persons and entities in a form and manner satisfactory to the Company (the “Release”) within the twenty-one (21)-day period following the Date of Termination and the expiration of the seven (7)-day revocation period for the Release, the Company shall pay the Executive an amount equal to two (2) times the sum of the Executive’s Base Salary (the “Severance Amount”). One-third of the Severance Amount shall be paid out in a lump sum thirty (30) days following the Date of Termination. The remaining two-thirds Severance Amount shall be paid out in substantially equal installments in accordance with the Company’s payroll practice over twenty-four (24) months, beginning on the first payroll date that occurs thirty (30) days after the Date of Termination. Solely for purposes of Section 409A of the Code, each installment payment is considered a separate payment. Notwithstanding the foregoing, if the Executive breaches any of the provisions contained in Section 8 of this Agreement, all payments of the Severance Amount shall immediately cease; and

(ii) the Executive may continue to participate in the Company's group health, dental and vision program for twenty-four (24) months at the Company's expense the premiums for which will be paid by the Company on a monthly basis; provided, however, that the continuation of health benefits under this Section shall reduce and count against the Executive's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

6. Change in Control Agreement. As of the Commencement Date, the Executive will enter into the Change in Control Agreement attached hereto as Exhibit A (the "Change in Control Agreement"), providing benefits upon a termination without Cause or a "Constructive Termination" (as defined therein) in connection with a "Change in Control" (as defined therein). The provisions of such Change in Control Agreement shall apply in lieu of, and expressly supersede, the provisions of Section 5(b) regarding severance pay and benefits upon a termination of employment, if such termination of employment occurs within twenty-four (24) months after the occurrence of the first event constituting a Change in Control.

7. Section 409A. The parties intend that the benefits and payments provided under this Agreement shall be exempt from, or comply with, the requirements of Section 409A of the Code. Notwithstanding the foregoing, the Company shall in no event be obligated to indemnify the Executive for any taxes or interest that may be assessed by the IRS pursuant to Section 409A of the Code. Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive's separation from service would be considered deferred compensation subject to the twenty percent (20%) additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code.

8. Confidential Information, Noncompetition and Cooperation.

(a) Confidential Information. As used in this Agreement, "Confidential Information" means information belonging to the Company which is of value to the Company in the course of conducting its business and the disclosure of which could result in a competitive or other disadvantage to the Company. Confidential Information includes, without limitation, financial information, reports, and forecasts; inventions, improvements and other intellectual property; trade secrets; know-how; designs, processes or formulae; software; market or sales information or plans; customer lists; and business plans, prospects and opportunities (such as possible acquisitions or dispositions of businesses or facilities) which have been discussed or

considered by the management of the Company. Confidential Information includes information developed by the Executive in the course of the Executive's employment by the Company, as well as other information to which the Executive may have access in connection with the Executive's employment. Confidential Information also includes the confidential information of others with which the Company has a business relationship. Notwithstanding the foregoing, Confidential Information does not include information in the public domain, unless due to breach of the Executive's duties under Section 8(b).

(b) Confidentiality. The Executive understands and agrees that the Executive's employment creates a relationship of confidence and trust between the Executive and the Company with respect to all Confidential Information. At all times, both during the Executive's employment with the Company and after its termination, the Executive will keep in confidence and trust all such Confidential Information, and will not use or disclose any such Confidential Information without the written consent of the Company, except as may be necessary in the ordinary course of performing the Executive's duties to the Company.

(c) Documents, Records, etc. All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, which are furnished to the Executive by the Company or are produced by the Executive in connection with the Executive's employment will be and remain the sole property of the Company. The Executive will return to the Company all such materials and property as and when requested by the Company. In any event, the Executive will return all such materials and property immediately upon termination of the Executive's employment for any reason. The Executive will not retain with the Executive any such material or property or any copies thereof after such termination.

(d) Noncompetition and Nonsolicitation. During the Executive's employment with the Company pursuant to this Agreement and, in the event the Executive's employment is terminated during the Term of this Agreement, for twenty-four (24) months following such termination, regardless of the reason for the termination, the Executive (i) will not, directly or indirectly, whether as owner, partner, shareholder, consultant, agent, employee, co-venturer or otherwise, engage, participate, assist or invest in any Competing Business (as hereinafter defined); (ii) will refrain from directly or indirectly employing, attempting to employ, recruiting or otherwise soliciting, inducing or influencing any person to leave employment with the Company (other than terminations of employment of subordinate employees undertaken in the course of the Executive's employment with the Company); and (iii) will refrain from soliciting or encouraging any customer or supplier to terminate or otherwise modify adversely its business relationship with the Company. The Executive understands that the restrictions set forth in this Section 8(d) are intended to protect the Company's interest in its Confidential Information and established employee, customer and supplier relationships and goodwill, and agrees that such restrictions are reasonable and appropriate for this purpose. For purposes of this Agreement, the term "Competing Business" shall mean a business conducted anywhere in the United States, Japan, France, Germany and Hong Kong, which is competitive with any business which the Company or any of its affiliates conducts or proposes to conduct at any time during the employment of the Executive. Notwithstanding the foregoing, the Executive may own up to one percent (1%) of the outstanding stock of a publicly held corporation which constitutes or is affiliated with a Competing Business.

(e) Third-Party Agreements and Rights. The Executive hereby confirms that upon the termination of the Prior Agreement, the Executive is not bound by the terms of any agreement with any previous employer or other party which restricts in any way the Executive's use or disclosure of information or the Executive's engagement in any business. The Executive represents to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's proposed duties for the Company will not violate any obligations the Executive may have to any such previous employer or other party. In the Executive's work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

(f) Litigation and Regulatory Cooperation. During and after the Executive's employment, the Executive shall reasonably cooperate with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company. The Executive's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall reasonably cooperate with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section 8(f), consistent with the Company's Travel Expense Reimbursement Policy, excluding any fees and expenses of the Executive's attorneys. In addition, the Company agrees that, in the event that the Executive cooperates with the Company pursuant to this Section 8(f) at any time following the twenty-four (24) month period after the Executive's termination of employment with the Company, then the Company shall compensate the Executive at the rate of \$250.00 per hour (at a maximum of \$2,000 per day) for the Executive's time spent in complying with the requirements of this Section 8(f) in excess of forty (40) hours per matter, payable within thirty (30) days following the date(s) such time is expended by the Executive; provided, however, that the Executive shall not be entitled to any payment for days on which the Executive provides testimony or acts as a witness on behalf of the Company.

(g) Injunction. The Executive agrees that it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the promises set forth in this Section 8, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, subject to Section 9 of this Agreement, the Executive agrees that if the Executive breaches, or proposes to breach, any portion of this Section 8 of this Agreement, the Company shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Company.

9. Arbitration of Disputes. Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of the Executive's employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination whether based on age or otherwise) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the American Arbitration Association ("AAA") in Boston, Massachusetts in accordance with the Employment Dispute Resolution Rules of the AAA, including, but not limited to, the rules and procedures applicable to the selection of arbitrators. In the event that any person or entity other than the Executive or the Company may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to arbitration subject to such other person or entity's agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section 9 shall be specifically enforceable.

10. Consent to Jurisdiction. To the extent that any court action is permitted consistent with or to enforce Section 9 of this Agreement, the parties hereby consent to the jurisdiction of the Superior Court of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

11. Integration. As of the date hereof, the Company and the Executive are entering into an offer letter (the "Offer Letter") and a Proprietary Information and Non-Competition Agreement (the "Proprietary Information Agreement"). The terms of this Agreement, the Change in Control Agreement, the Offer Letter and the Proprietary Information Agreement shall supersede any prior agreements, understandings, arrangements or representations, oral or otherwise, expressed or implied, with respect to the subject matter hereof which have been made by either party, including any subsidiary of the corporate party, including but not limited to the Prior Agreement; provided that the Executive shall be entitled to the Continuing Payments as set forth in the Prior Agreement; provided further, that where the terms of this Agreement conflict with the terms of the Offer Letter or the Proprietary Information Agreement, this Agreement shall control. Except for the Continuing Payments under the Prior Agreement, by signing this Agreement, the Executive releases and discharges the Company and any subsidiary of the Company from any and all obligations and liabilities heretofore or now existing under or by virtue of such prior agreements.

12. Withholding. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law.

13. Assignment; Payment on Death.

(a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Executive, the Executive's executors, administrators, legal representatives and assigns and the Company and the successors to all or substantially all of the business and/or assets of the Company.

(b) In the event that the Executive becomes entitled to payments under this Agreement and subsequently dies, all amounts payable to the Executive hereunder and not yet paid to the Executive at the time of the Executive's death shall be paid to the Executive's beneficiary. No right or interest to or in any payments shall be assignable by the Executive; provided, however, that this provision shall not preclude the Executive from designating one or more beneficiaries to receive any amount that may be payable after the Executive's death and shall not preclude the legal representatives of the Executive's estate from assigning any right hereunder to the person or persons entitled thereto under the Executive's will or, in the case of intestacy, to the person or persons entitled thereto under the laws of intestacy applicable to the Executive's estate. The term "beneficiary" as used in this Agreement shall mean the beneficiary or beneficiaries so designated by the Executive to receive such amount or, if no such beneficiary is in existence at the time of the Executive's death, the legal representative of the Executive's estate.

(c) No right, benefit or interest hereunder shall be subject to anticipation, alienation, sale, assignment, encumbrance, charge, pledge, hypothecation, or set-off in respect of any claim, debt or obligation, or to execution, attachment, levy or similar process, or assignment by operation of law. Any attempt, voluntary or involuntary, to effect any action specified in the immediately preceding sentence shall, to the full extent permitted by law, be null, void and of no effect.

14. Service Credit. The Executive shall receive service credit with respect to his service with Seller in accordance with the terms of the Merger Agreement.

15. Severability. Any provision of this Agreement held to be unenforceable under applicable law will be enforced to the maximum extent possible, and the balance of this Agreement will remain in full force and effect.

16. Headings of No Effect. The paragraph headings contained in this Agreement are included solely for convenience or reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

17. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

18. Notices. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery if delivered by hand, (b) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service, or (c) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive: at the address shown on the records of the Company.

If to the Company:

General Counsel  
Haemonetics Corporation  
400 Wood Road  
Braintree, MA 02184

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

19. Amendments and Waivers. Except as otherwise specified in this Agreement, this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the parties.

20. Governing Law. This Agreement and its validity, interpretation, performance and enforcement shall be governed by the laws of the Commonwealth of Massachusetts (without reference to the choice of law principles thereof).

21. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

22. Gender Neutral. Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

HAEMONETICS CORPORATION

/s/ Brian S. Concannon

By: Brian S. Concannon

Its: President and Chief Executive Officer

EXECUTIVE

/s/ Michael I. Ruxin

Michael I. Ruxin

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**EXHIBIT A**  
Change in Control Agreement

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**CHANGE IN CONTROL AGREEMENT**

This Change in Control Agreement (this "Agreement"), made effective on [\_\_\_\_\_] (the "Effective Date"), between Haemonetics Corporation, a Massachusetts corporation with its principal offices at 400 Wood Road, Broomfield, Massachusetts, 02184, (herein referred to as the "Company") and Michael I. Ruxin (the "Officer"). The Company and the Officer are collectively referred to herein as the "Parties" and individually referred to as a "Party."

**WITNESSETH THAT**

WHEREAS, the Company has entered into an Agreement and Plan of Merger (the "Merger Agreement") dated as of January 31, 2010 with Global Med Technologies, Inc. ("Seller"), providing for a wholly-owned subsidiary of the Company to commence an offer to purchase the outstanding capital stock of Seller and, following successful completion of the offer, merge with and into Seller, with Seller surviving the merger and becoming a wholly-owned subsidiary of the Company;

WHEREAS, the Officer has entered into an Employment Agreement with the Company effective as of the Acceptance Date (as defined in the Merger Agreement) (the "Employment Agreement"), pursuant to which the Officer will be employed by the Company as a senior executive of the Company or one, or more than one, of the Company's subsidiaries effective as of the Closing Date (as defined in the Merger Agreement);

WHEREAS, the Board of Directors of the Company (the "Board") decided that the Company should provide certain compensation and benefits to the Officer in the event that the Officer's employment is terminated on or after a change in the ownership or control of the Company under certain circumstances; and

WHEREAS, the Parties desire to enter into this Agreement effective as of the Closing Date ("the Commencement Date") on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, for so long as Officer remains a member of the Company's Executive Council, then the Parties agree as follows:

1. **Purpose.** The Company considers a sound and vital management team to be essential. Management personnel who become concerned about the possibility that the Company may undergo a Change in Control (as defined in Paragraph 2 below) may terminate employment or become distracted. Accordingly, the Board has determined to extend this Agreement to minimize the distraction the Officer may suffer from the possibility of a Change in Control.
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2. **Change in Control.** The term "Change in Control" for purposes of this Agreement shall mean the earliest to occur of the following events during the Term (as defined in Paragraph 3(d) below):
- (a) a person, or any two or more persons acting as a group, and all affiliates of such person or persons, who prior to such time owned less than thirty-five percent (35%) of the then outstanding shares of the Company's \$0.01 par value common stock ("Common Stock"), shall acquire such additional shares of the Company's Common Stock in one or more transactions, or series of transactions, such that following such transaction or transactions such person or group and affiliates beneficially own thirty-five percent (35%) or more of the Company's Common Stock outstanding,
  - (b) closing of the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, and
  - (c) there is a consummation of any merger, reorganization, consolidation or share exchange unless the persons who were the beneficial owners of the outstanding shares of the common stock of Company immediately before the consummation of such transaction beneficially own more than 50% of the outstanding shares of the common stock of the successor or survivor entity in such transaction immediately following the consummation of such transaction. For purposes of this Paragraph 2(c), the percentage of the beneficially owned shares of the successor or survivor entity described above shall be determined exclusively by reference to the shares of the successor or survivor entity which result from the beneficial ownership of shares of common stock of the Company by the persons described above immediately before the consummation of such transaction.
3. **Term.** The initial term of this Agreement shall extend from the Commencement Date until **[date that is five years following the Closing Date]** (the "Initial Term"); provided, however, that this Agreement shall automatically renew for successive additional five year periods ("Renewal Terms") unless notice of nonrenewal is given by either Party to the other Party at least one year prior to the end of the Initial Term or, if applicable, the then current Renewal Term; and provided, further, that if a "Change of Control" occurs during the Term, the Term shall automatically extend until the second anniversary of the Change in Control (the "Protection Period"). The Term of this Agreement shall be the Initial Term plus all Renewal Terms and, if applicable, the duration of the Protection Period. At the end of the Term, this Agreement shall terminate without further action by either the Company or the Officer. If no Change in Control occurs prior to expiration of the Term or if the Officer Separates from Service (as defined in Paragraph 4(a) below) before a Change in Control, or if the Officer is no longer a member of either the Company's Executive Committee or Operating Committee before a Change in Control, this Agreement shall automatically terminate without any further action; provided, however, that Paragraph 13 (regarding arbitration) shall continue to apply to the extent the Officer disputes the termination of this Agreement. If the Officer is no longer a member of the Company's Executive Committee but remains a member of the
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Company's Operating Committee before a Change in Control, then the Term shall be five years from the date of this Agreement or the date the Officer loses membership in the Executive Committee, whichever is later, provided, however, that Paragraph 13 (regarding arbitration) shall continue to apply to the extent that the Officer disputes termination of this Agreement. The obligations of the Company and the Officer under this Agreement which by their nature may require either partial or total performance after its expiration shall survive any such expiration.

4. **Severance Benefits.** If, during the Protection Period (as defined in Paragraph 3(a)(ii) above), the Officer "Separates from Service" (as defined in Paragraph 5(a) below) due to termination of employment by the Company and its subsidiaries without "Cause" (as defined in Paragraph 5(b)) or by the Officer due to "Constructive Termination" (as defined in Paragraph 5(c)) (each, a "Qualifying Termination"), the Officer shall be entitled to the severance benefits set forth in this Paragraph 4. The Officer shall not be entitled to severance benefits upon any other Separation from Service, including a termination of employment by the Company for "Cause" or due to the Officer's death or Disability (as defined in Paragraph 5(d)). The payments and benefits provided for under this Paragraph 4 shall be in lieu of any other severance benefits otherwise payable by the Company to the Officer (including any severance benefits otherwise payable by the Company to the Officer pursuant to Section 5(b) of the Employment Agreement) and shall be subject to reduction due to application of the Section 280G Cap as provided under Paragraph 6 below. Payment of the severance benefits as may be reduced by the 280G Cap, if applicable, shall commence 30 days after a Qualifying Termination, provided that the Officer has timely executed a release that is not revoked as provided under Paragraph 7 below. No severance benefit shall be paid if the Officer has not timely executed a release under Paragraph 7.

- (a) **Salary and Bonus Amount.** The Company will pay to the Officer thirty days after a Qualifying Termination a lump sum cash amount equal to the product obtained by multiplying:
- (i) the sum of (A) salary at the annualized rate which was being paid by the Company and/or subsidiaries to the Officer immediately prior to the time of such termination or, if greater, at the time of the Change in Control plus (B) the annual target bonus and/or any other annual cash incentive award opportunity applicable to the Officer at the time of the Qualifying Termination or, if greater, at the time of the Change in Control, by
  - (ii) 2.0
- (b) **Payment for Welfare Benefits.** The Officer shall be entitled to receive a lump sum cash amount 30 days after a Qualifying Termination intended to cover the approximate cost of the Company's portion of the premiums necessary to continue the coverage under the Officer's medical, dental, life insurance and disability insurance coverages (collectively, the "Welfare Benefits") as in effect upon Separation from Service for a period of two years following a Qualifying
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Termination. For avoidance of doubt, medical coverage for this purpose shall include medical coverage provided to members of the Officer's immediate family under a Company sponsored plan, policy or program at the time of the Officer's employment termination, and premiums with respect to medical and dental coverage shall be determined using the rate charged for COBRA coverage. The Officer shall be entitled to elect continued Welfare Benefit as provided under any employee benefit plan, policy or program sponsored by the Company as in effect on the Officer's Separation from Service, including but not limited to COBRA.

- (c) Outplacement Services. In the event of a Qualifying Termination, the Company shall provide to the Officer executive outplacement services provided on a one-to-one basis by a senior counselor of a firm nationally recognized as a reputable national provider of such services for up to twelve months following Separation from Service, plus evaluation testing, at a location mutually agreeable to the Parties, up to a maximum amount of \$35,000. If the Officer elects not to take advantage of such program within 30 days of separation, unless otherwise agreed in writing, there will be no obligation to continue this service. In no circumstance will the Company provide cash payment in lieu of the use of these services.
  - (d) Equity Awards. The vesting of the Officer's Equity Awards shall be governed by this Section 4(d). The term "Equity Award" shall mean stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares or any other form of award that is measured with reference to the Company's Common Stock.
    - (i) The vesting of the Officer's Equity Awards granted on or after the Effective Date that vest solely on the basis of continued employment with the Company or any of its subsidiaries shall be accelerated solely by reason of a Change in Control only if the surviving corporation or acquiring corporation following a Change in Control refuses to assume or continue the Officer's Equity Awards or to substitute similar Equity Awards for those outstanding immediately prior to the Change in Control. If such Officer's Equity Awards are so continued, assumed or substituted and at any time after the Change in Control the Officer incurs a Qualifying Termination, then the vesting and exercisability of all such unvested Equity Awards held by the Officer that are then outstanding shall be accelerated in full and any reacquisition rights held by the Company with respect to any such Equity Award shall lapse in full, in each case, upon such termination.
    - (ii) The vesting of the Officer's Equity Awards that vest, in whole or in part, based upon achieving Performance Criteria shall be accelerated on a pro rata basis by reason of a Change in Control. The pro rata vesting amount shall equal the designated target award multiplied by a fraction, the numerator of which is the number of days the Officer was employed during the award's performance period as of the date of the Change in
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Control, and (b) the denominator is the number of days in the performance period. For purposes of this Paragraph 4(d), "Performance Criteria" means any business criteria that apply to the Officer, a business unit, division, subsidiary, affiliate, the Company or any combination of the foregoing.

(iii) Enforcement of the terms of this Paragraph 4(d) shall survive termination of this Agreement.

Equity Awards granted before the Effective Date shall not be subject to this Paragraph 4(d).

By accepting severance benefits under this Paragraph 4, the Officer waives the Officer's right, if any, to have any payment made under this Paragraph 4 taken into account to increase the benefits otherwise payable to, or on behalf of, the Officer under any employee benefit plan, policy or program, whether qualified or nonqualified, maintained by the Company (e.g., there will be no increase in the Officer's tax-qualified retirement plan benefits, non-qualified deferred compensation plan benefits or life insurance because of severance benefits received hereunder).

5. Definitions of "Separation from Service," "Cause," "Constructive Termination," and "Disability." For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) The term "Separation from Service" or "Separates from Service" for purposes of this Agreement shall mean a "separation from service" within the meaning of Section 409A of the Code (after applying the presumptions in Treas. Reg. Sect. 1.409A-1(h)).
  - (b) "Cause" means (i) the Officer's conviction of (or a plea of guilty or nolo contendere to) a felony or any other crime involving moral turpitude, dishonesty, fraud, theft or financial impropriety; or (ii) a determination by a majority of the Board in good faith that the Officer has (A) willfully and continuously failed to perform substantially the Officer's duties (other than any such failure resulting from the Officer's Disability or incapacity due to bodily injury or physical or mental illness), after a written demand for substantial performance is delivered to the Officer by the Board that specifically identifies the manner in which the Board believes that the Officer has not substantially performed the Officer's duties, (B) engaged in illegal conduct, an act of dishonesty or gross misconduct, or (C) willfully violated a material requirement of the Company's code of conduct or the Officer's fiduciary duty to the Company. No act or failure to act on the part of the Officer shall be considered "willful" unless it is done, or omitted to be done, by the Officer in bad faith and without reasonable belief that the Officer's action or omission was in, or not opposed to, the best interests of the Company or its subsidiaries. In order to terminate the Officer's employment for Cause, the Company shall be required to provide the Officer a reasonable opportunity to be
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heard (with counsel) before the Board, which shall include at least ten (10) business days of advance written notice to the Officer. Further, the Officer's attempt to secure employment with another employer that does not breach the Officer's non-competition obligations shall not constitute an event of "Cause".

- (c) "Constructive Termination" means, without the express written consent of the Officer, the occurrence of any of the following during the Protection Period (as defined in Paragraph 3(a)(ii) above):
- (i) a material reduction in the Officer's annual base salary as in effect immediately prior to a Change in Control or as the same may be increased from time to time, and/or a material failure to provide the Officer with an opportunity to earn annual incentive compensation and long-term incentive compensation at least as favorable as in effect immediately prior to a Change of Control or as the same may be increased from time to time,
  - (ii) a material diminution in the Officer's authority, duties, or responsibilities as in effect at the time of the Change in Control;
  - (iii) a material diminution in the authority, duties, or responsibilities of the supervisor to whom the Officer is required to report (it being understood that if the Officer reports to the Board, a requirement that the Officer report to any individual or body other than the Board will constitute "Constructive Termination" hereunder);
  - (iv) a material diminution in the budget over which the Officer retains authority;
  - (v) the Company's requiring the Officer to be based anywhere outside a fifty mile radius of the Company's offices at which the Officer is based as of immediately prior to a Change of Control (or any subsequent location at which the Officer has previously consented to be based) except for required travel on the Company's business to an extent that is not substantially greater than the Officer's business travel obligations as of immediately prior to a Change in Control or, if more favorable, as of any time thereafter; or
  - (vi) any other action or inaction that constitutes a material breach by the Company or any of its subsidiaries of the terms of this Agreement.

In no event shall the Officer be entitled to terminate employment with the Company on account of "Constructive Termination" unless the Officer provides notice of the existence of the purported condition that constitutes "Constructive Termination" within a period not to exceed ninety (90) days of its initial existence, and the Company fails to cure such condition (if curable) within thirty (30) days after the receipt of such notice.

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- (d) "Disability" means the Officer's inability, due to physical or mental incapacity resulting from injury, sickness or disease, for one hundred and eighty (180) days in any twelve-month period to perform his duties hereunder.
6. Section 280G Restriction. Notwithstanding any provision of this Agreement to the contrary, the following provisions shall apply:
- (a) If it is determined that part or all of the compensation and benefits payable to the Officer (whether pursuant to the terms of this Agreement or otherwise) before application of this Paragraph 6 would constitute "parachute payments" under Section 280G of the Code, and the payment thereof would cause the Officer to incur the 20% excise tax under Section 4999 of the Code, then the amounts otherwise payable to or for the benefit of the Officer pursuant to this Agreement (or otherwise) that, but for this Paragraph 6 would be "parachute payments," (referred to below as the "Total Payments") shall either (i) be reduced so that the present value of the Total Payments to be received by the Officer will be equal to three times the "base amount" (as defined under Section 280G of the Code less \$1,000 (the "280G Cap"), or (ii) paid in full, whichever produces the better after-tax position to the Officer (taking into account all applicable taxes, including but not limited to the excise tax under Section 4999 of the Code and any federal and state income and employment taxes). Any required reduction under clause (A) above shall be made in a manner that maximizes the net after tax amount payable to the Officer, as reasonably determined by the Consultant (as defined below).
- (b) All determinations required under this Paragraph 6 shall be made by a nationally recognized accounting, executive compensation or law firm appointed by the Company (the "Consultant") that is reasonably acceptable to the Officer on the basis of "substantial authority" (within the meaning of Section 6662 of the Code). The Consultant's fee shall be paid by the Company. The Consultant shall provide a report to the Officer that may be used by the Officer to file the Officer's federal tax returns.
- (c) It is possible that payments could be made by the Company that should not have been made pursuant to this Paragraph 6. If a reduced payment or benefit is provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company (or its subsidiaries) used in determining the 280G Cap, then the Officer shall immediately repay such excess in cash to the Company upon notification that an overpayment has been made.
- (d) Nothing in this Paragraph 6 shall require the Company to be responsible for, or have any liability or obligation with respect to, any excise tax liability under Section 4999 of the Code.
7. Release. The Officer agrees that the Company will have no obligations to the Officer under Paragraph 4 above until the Officer executes a release in a form acceptable by the
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Company and, further, will have no further obligations to the Officer under Paragraph 4 if the Officer revokes such release. The Officer shall have 21 days after Separation from Service to consider whether or not to sign the release. If the Officer fails to return an executed release to the Company's Vice President of Human Resources within such 21 day period, or the Officer subsequently revokes a timely filed release, the Company shall have no obligation to pay any amounts or benefits under Paragraph 4 of this Agreement.

8. No Interference with Other Vested Benefits. Regardless of the circumstances under which the Officer may terminate from employment, the Officer shall have a right to any benefits under any employee benefit plan, policy or program maintained by the Company which the Officer had a right to receive under the terms of such employee benefit plan, policy or program after a termination of the Officer's employment without regard to this Agreement. The Company shall within thirty (30) days of Separation from Service pay the Officer any earned but unpaid base salary and bonus, shall promptly pay the Officer for any earned but untaken vacation and shall promptly reimburse the Officer for any incurred but unreimbursed expenses which are otherwise reimbursable under the Company's expense reimbursement policy as in effect for senior executives immediately before the Officer's employment termination.
9. Consolidation or Merger. If the Company is at any time before or after a Change in Control merged or consolidated into or with any other corporation, association, partnership or other entity (whether or not the Company is the surviving entity), or if substantially all of the assets thereof are transferred to another corporation, association, partnership or other entity, the provisions of this Agreement will be binding upon and inure to the benefit of the corporation, association, partnership or other entity resulting from such merger or consolidation or the acquirer of such assets (collectively, "acquiring entity") unless the Officer voluntarily elects not to become an employee of the acquiring entity as determined in good faith by the Officer. Furthermore, in the event of any such consolidation or transfer of substantially all of the assets of the Company, the Company shall enter into an agreement with the acquiring entity that shall provide that such acquiring entity shall assume this Agreement and all obligations and liabilities under this Agreement; provided, that the Company's failure to comply with this provision shall not adversely affect any right of the Officer hereunder. This Paragraph 9 will apply in the event of any subsequent merger or consolidation or transfer of assets.

In the event of any merger, consolidation or sale of assets described above, nothing contained in this Agreement will detract from or otherwise limit the Officer's right to or privilege of participation in any restricted stock plan, bonus or incentive plan, stock option or purchase plan, profit sharing, pension, group insurance, hospitalization or other compensation or benefit plan or arrangement which may be or become applicable to officers of the corporation resulting from such merger or consolidation or the corporation acquiring such assets of the Company.

In the event of any merger, consolidation or sale of assets described above, references to the Company in this Agreement shall, unless the context suggests otherwise, be deemed

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to include the entity resulting from such merger or consolidation or the acquirer of such assets of the Company.

10. **No Mitigation.** The Company agrees that the Officer is not required to seek other employment after a Qualifying Termination or to attempt in any way to reduce any amounts payable to the Officer by the Company under Paragraph 4 of this Agreement. Further, the amount of any payment or benefit provided for in this Agreement shall not be reduced by any compensation earned by the Officer as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Officer to the Company, or otherwise.
  11. **Payments.** All payments provided for in this Agreement shall be paid in cash in the currency of the primary jurisdiction in which the Officer provided services to the Company and its subsidiaries immediately prior to Separation from Service. The Company shall not be required to fund or otherwise segregate assets to ensure payments under this Agreement.
  12. **Tax Withholding: Section 409A.**
    - (a) All payments made by the Company to the Officer or the Officer's dependents, beneficiaries or estate will be subject to the withholding of such amounts relating to tax and/or other payroll deductions as may be required by law.
    - (b) *The Parties intend that the benefits and payments provided under this Agreement shall be exempt from, or comply with, the requirements of Section 409A of the Code. Notwithstanding the foregoing, the Company shall in no event be obligated to indemnify the Officer for any taxes or interest that may be assessed by the IRS pursuant to Section 409A of the Code.*
  13. **Arbitration.**
    - (a) The Parties shall submit any disputes arising under this Agreement to an arbitration panel conducting a binding arbitration in Boston, Massachusetts or at such other location as may be agreeable to the Parties, in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association in effect on the date of such arbitration (the "Rules"), and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The award of the arbitrator shall be final and shall be the sole and exclusive remedy between the Parties regarding any claims, counterclaims, issues or accountings presented to the arbitrator.
    - (b) The Parties agree that the arbitration shall be conducted by one (1) person mutually acceptable to the Company and the Officer, provided that if the Parties cannot agree on an arbitrator within thirty (30) days of filing a notice of arbitration, the arbitrator shall be selected by the manager of the principal office of the American Arbitration Association in Suffolk County in the Commonwealth of Massachusetts. Any action to enforce or vacate the arbitrator's award shall be
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governed by the federal Arbitration Act, if applicable, and otherwise by applicable state law.

- (c) If either Party pursues any claim, dispute or controversy against the other in a proceeding other than the arbitration provided for herein, the responding Party shall be entitled to dismissal or injunctive relief regarding such action and recovery of all costs, losses and attorney's fees related to such action.
- (d) All of Officer's reasonable costs and expenses incurred in connection with such arbitration shall be paid in full by the Company promptly on written demand from the Officer, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorneys' fees; provided, however, the Company shall pay no more than \$50,000 per year in attorneys' fees unless a higher figure is awarded in the arbitration, in which event the Company shall pay the figure awarded in the arbitration.
- (e) Reimbursement of reasonable costs and expenses under Paragraph 13(d) shall be administered consistent with the following additional requirements as set forth in Treas. Reg. § 1.409A-3(i)(1)(iv): (i) the Officer's eligibility for benefits in one year will not affect the Officer's eligibility for benefits in any other year; (ii) any reimbursement of eligible expenses will be made on or before the last day of the year following the year in which the expense was incurred; and (iii) the Officer's right to benefits is not subject to liquidation or exchange for another benefit. Notwithstanding the foregoing, reimbursement for benefits under this Paragraph 13 shall commence no earlier than six months and a day after the Officer's Separation from Service.
- (f) The Officer acknowledges and expressly agrees that this arbitration provision constitutes a voluntary waiver of trial by jury in any action or proceeding to which the Officer or the Company may be parties arising out of or pertaining to this Agreement.

14. Assignment: Payment on Death

- (a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Officer, the Officer's executors, administrators, legal representatives and assigns and the Company and its successors.
  - (b) In the event that the Officer becomes entitled to payments under this Agreement and subsequently dies, all amounts payable to the Officer hereunder and not yet paid to the Officer at the time of the Officer's death shall be paid to the Officer's beneficiary. No right or interest to or in any payments shall be assignable by the Officer; provided, however, that this provision shall not preclude the Officer from designating one or more beneficiaries to receive any amount that may be payable after the Officer's death and shall not preclude the legal representatives of the
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Officer's estate from assigning any right hereunder to the person or persons entitled thereto under the Officer's will or, in the case of intestacy, to the person or persons entitled thereto under the laws of intestacy applicable to the Officer's estate. The term "beneficiary" as used in this Agreement shall mean the beneficiary or beneficiaries so designated by the Officer to receive such amount or, if no such beneficiary is in existence at the time of the Officer's death, the legal representative of the Officer's estate.

- (c) No right, benefit or interest hereunder shall be subject to anticipation, alienation, sale, assignment, encumbrance, charge, pledge, hypothecation, or set-off in respect of any claim, debt or obligation, or to execution, attachment, levy or similar process, or assignment by operation of law. Any attempt, voluntary or involuntary, to effect any action specified in the immediately preceding sentence shall, to the full extent permitted by law, be null, void and of no effect.
15. Amendments and Waivers. Except as otherwise specified in this Agreement, this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Parties.
16. Integration. The terms of this Agreement shall supersede any prior agreements, understandings, arrangements or representations, oral or otherwise, expressed or implied, with respect to the subject matter hereof which have been made by either Party, including any subsidiary of the corporate Party, including but not limited to the Prior Agreement. By signing this Agreement, the Officer releases and discharges the Company and any subsidiary of the Company from any and all obligations and liabilities heretofore or now existing under or by virtue of such prior agreements.
17. Notices. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery if delivered by hand, (b) on the date of transmission, if delivered by confirmed facsimile, (c) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service, or (d) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Officer: at the address (or to the facsimile number) shown on the records of the Company.

If to the Company:

General Counsel  
Haemonetics Corporation  
400 Wood Road  
Braintree, MA 02184

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or to such other address as either Party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

- 18. Severability. Any provision of this Agreement held to be unenforceable under applicable law will be enforced to the maximum extent possible, and the balance of this Agreement will remain in full force and effect.
- 19. Headings of No Effect. The paragraph headings contained in this Agreement are included solely for convenience or reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 20. Not an Employment Contract. This Agreement is not an employment contract and shall not give the Officer the right to continue in employment by Company or any of its subsidiaries for any period of time or from time to time. Nor shall this Agreement give the Officer the right to continued membership on the Company's Executive or Operating Committees. This Agreement shall not adversely affect the right of the Company or any of its subsidiaries to terminate the Officer's employment with or without cause at any time. Officer's membership on the Company's Executive and Operating Committees shall be determined in the sole discretion of the Company's President and Chief Operating Officer.
- 21. Governing Law. This Agreement and its validity, interpretation, performance and enforcement shall be governed by the laws of the Commonwealth of Massachusetts (without reference to the choice of law principles thereof).
- 20. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its officers thereto duly authorized, and the Officer has signed this Agreement.

HAEMONETICS CORPORATION

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Brian Concannon  
Its: President and Chief Executive Officer

Date: \_\_\_\_\_

OFFICER  
\_\_\_\_\_

**EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made as of the 31st day of January, 2010, between Haemonetics Corporation, a Massachusetts corporation (the "Company"), and Thomas F. Marcinek (the "Executive").

WHEREAS, the Company intends to enter into an Agreement and Plan of Merger (the "Merger Agreement") with Global Med Technologies, Inc. ("Seller"), providing for a wholly-owned subsidiary of the Company to commence an offer to purchase the outstanding capital stock of the Seller and, following successful completion of the offer, merge with and into Seller, with Seller surviving the merger and becoming a wholly-owned subsidiary of the Company (the "Transaction").

WHEREAS, the Executive is currently employed by Seller pursuant to that certain Employment Agreement by and between the Executive and Seller, dated as of November 1, 2008 (the "Prior Agreement").

WHEREAS, in connection with and upon consummation of the Transaction, the parties desire to terminate the Prior Agreement (subject to certain continuing obligations of Seller thereunder), and the Company desires to employ the Executive and the Executive desires to be employed by the Company beginning on the Closing Date (as defined in the Merger Agreement) (the "Commencement Date") on the terms contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Termination of Prior Agreement; Term.

(a) Termination of Prior Agreement. As of the Commencement Date, and except for any salary continuation and any other benefits that may be due to the Executive under Section 4(b) of the Prior Agreement as a result of the Executive's termination of the Prior Agreement for "Good Reason" (as defined in the Prior Agreement)(the "Continuing Payments"), the Prior Agreement shall terminate and be of no further force and effect; provided, however, that this Agreement shall be null and void if the Commencement Date does not occur.

(b) Term. The term of this Agreement shall extend from the Commencement Date until the third anniversary of the Commencement Date. The term of this Agreement shall be subject to termination as provided in Section 4 and may be referred to herein as the "Term."

2. Position and Duties. Upon the Commencement Date, Executive shall have the title and duties referenced in the Offer Letter (as defined in Section 11) and shall have such other powers and duties as may from time to time be prescribed by the CFO and Vice President, Business Development or other authorized executive, provided that such duties are consistent with the Executive's position or other positions that he may hold from time to time. The Executive shall devote his full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may serve on other boards of directors, with the approval of the Board of Directors of the Company (the "Board"), or engage in charitable or other community activities as long as such services and activities do not materially

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interfere with the Executive's performance of his duties to the Company as provided in this Agreement.

3. Compensation and Related Matters.

(a) Base Salary. The Executive's initial annual base salary shall be \$300,000. The Executive's base salary shall be redetermined annually by the Compensation Committee, but shall not be reduced without the consent of the Executive except for across-the-board salary reductions similarly affecting all or substantially all senior management of the Company. The base salary in effect at any given time is referred to herein as "Base Salary." The Base Salary shall be payable in a manner that is consistent with the Company's usual payroll practices for senior executives.

(b) Incentive Compensation. The Executive shall be eligible to receive cash incentive compensation as determined by the Compensation Committee from time to time, based upon the achievement of select Company financial metrics and performance related to mutually agreed-upon annual individual goals. The Executive's target annual incentive compensation shall be thirty percent (30%) of his Base Salary. To earn incentive compensation, the Executive must be employed by the Company on the last day of the fiscal year to which such incentive compensation relates. Such incentive compensation shall be paid as a "short-term deferral" in accordance with the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the regulations issued under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

(c) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by him in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior executive officers.

(d) Stock Option. Promptly following the Commencement Date, the Compensation Committee of the Board of Directors of the Company shall vote on a grant to the Executive of an option (the "Option") to purchase Fifty-Five Thousand (55,000) shares of the Company's common stock, \$0.01 par value per share (the "Common Stock"). The Option shall have a term of seven (7) years and vest over a five (5) year period at the rate of 20% per year on each anniversary of the grant date. The strike price of the Option shall be the fair market value of the Company's Common Stock on the date of grant, which is the average of the high and low trading price of the Common Stock on the New York Stock Exchange as of such date. The Option shall fully vest in the event of a termination by the Executive for Good Reason (as defined below) and in the event of a termination by the Company other than for Cause (as defined below). The vested portion of the Option shall be exercisable for the lesser of the balance of the term of the Option or five (5) years from the Date of Termination (as defined below). Notwithstanding the foregoing, in the event of a termination by the Company for Cause or if the Executive terminates his employment on a voluntary basis without Good Reason then the Executive would be entitled to the portion of the Option that was vested as of the Date of Termination and the Executive would have ninety (90) days in which to exercise such vested portion of the Option.



(e) **Benefits.** The Executive may, to the extent he so chooses, participate in any and all of the Company's employee benefit plans that are in effect for similarly situated U.S.-based employees, including medical, dental, long term disability, accidental death and dismemberment and supplemental life insurance. Medical and dental insurance shall be subsidized in part by the Company. The Executive shall also be entitled to participate in any and all other benefits programs established for similarly situated U.S.-based officers of the Company.

(f) **Vacations.** The Executive shall be entitled to accrue up to twenty (20) paid vacation days in each year, which shall be accrued ratably. Once the Executive has accrued a maximum of thirty (30) days of paid vacation, further vacation accrual will cease until the Executive uses vacation. The Executive shall also be entitled to all paid holidays given by the Company to its executives.

4. **Termination.** The Executive's employment hereunder may be terminated during the Term without any breach of this Agreement under the following circumstances:

(a) **Death.** The Executive's employment hereunder shall terminate upon his death.

(b) **Disability.** The Company may terminate the Executive's employment if he is disabled and unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of one hundred eighty (180) days (which need not be consecutive) in any twelve (12)-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 4(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq. and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.

(c) **Termination by Company for Cause.** "Cause" means (i) the Executive's conviction of (or a plea of guilty or nolo contendere to) a felony or any other crime involving moral turpitude, dishonesty, fraud, theft or financial impropriety; or (ii) a determination by a majority of the Board in good faith that the Executive has (A) willfully and continuously failed to perform substantially the Executive's duties (other than any such failure resulting from the Executive's Disability or incapacity due to bodily injury or physical or mental illness), after a written demand for substantial performance is delivered to the Executive by the Board that specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties, (B) engaged in illegal conduct, an act of

dishonesty or gross misconduct, or (C) willfully violated a material requirement of the Company's code of conduct or the Executive's fiduciary duty to the Company. No act or failure to act on the part of the Executive shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith and without reasonable belief that the Executive's action or omission was in, or not opposed to, the best interests of the Company or its subsidiaries. In order to terminate the Executive's employment for Cause, the Company shall be required to provide the Executive a reasonable opportunity to be heard (with counsel) before the Board, which opportunity shall include at least ten (10) business days of advance written notice to the Executive. Further, the Executive's attempt to secure employment with another employer that does not breach the Executive's non-competition obligations shall not constitute an event of "Cause".

(d) Termination Without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 4(c) and does not result from the death or disability of the Executive under Section 4(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate his employment hereunder at any time for any reason, including but not limited to Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events: (i) a material diminution in the Executive's responsibilities, authority or duties; (ii) a material diminution in the Executive's Base Salary, except for across-the-board salary reductions similarly affecting all or substantially all senior management employees of the Company; (iii) a material diminution in the Executive's target annual incentive compensation, except for across-the-board reductions in target annual incentive compensation similarly affecting all or substantially all senior management employees of the Company; (iv) the Company requires the Executive to be based anywhere outside a fifty (50) mile radius of the Seller's offices at which the Executive is based as of the Commencement Date (or any subsequent location at which the Executive has previously consented to be based) or (v) the material breach of this Agreement by the Company. "Good Reason Process" shall mean that (i) the Executive reasonably determines in good faith that a "Good Reason" condition has occurred; (ii) the Executive notifies the Company in writing of the first occurrence of the Good Reason condition within sixty (60) days of the first occurrence of such condition; (iii) the Executive cooperates in good faith with the Company's efforts, for a period of thirty (30) days following such notice (the "Cure Period"), to remedy the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist; and (v) the Executive terminates his employment within sixty (60) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

(f) Notice of Termination. Except for termination as specified in Section 4(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(g) Date of Termination. “Date of Termination” shall mean: (i) if the Executive’s employment is terminated by his death, the date of his death; (ii) if the Executive’s employment is terminated on account of disability under Section 4(b) or by the Company for Cause under Section 4(c), the date on which Notice of Termination is given; (iii) if the Executive’s employment is terminated by the Company under Section 4(d), thirty (30) days after the date on which a Notice of Termination is given; (iv) if the Executive’s employment is terminated by the Executive under Section 4(e) without Good Reason, thirty (30) days after the date on which a Notice of Termination is given; and (v) if the Executive’s employment is terminated by the Executive under Section 4(e) with Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a termination by the Company for purposes of this Agreement.

5. Compensation Upon Termination.

(a) Termination Generally. If the Executive’s employment with the Company is terminated for any reason, in addition to the other rights of the Executive under Section 5 of this Agreement, the Company shall pay or provide to the Executive (or to his authorized representative or estate) any earned but unpaid Base Salary, incentive compensation earned but not yet paid, unpaid expense reimbursements, accrued but unused vacation and any vested benefits the Executive may have under any employee benefit plan of the Company (the “Accrued Benefit”) on or before the time required by law but in no event more than thirty (30) days after the Executive’s Date of Termination.

(b) Termination by the Company without Cause or by the Executive with Good Reason. If the Executive’s employment is terminated during the Term by the Company without Cause as provided in Section 4(d), or the Executive terminates his employment for Good Reason as provided in Section 4(e), then the Company shall, through the Date of Termination, pay the Executive his Accrued Benefit on or before the time required by law but in no event more than thirty (30) days after the Executive’s Date of Termination. In addition:

(i) subject to the Executive signing a general release of claims in favor of the Company and related persons and entities in a form and manner satisfactory to the Company (the “Release”) within the twenty-one (21)-day period (or forty-five (45)-day period, if applicable) following the Date of Termination and the expiration of the seven (7)-day revocation period for the Release, the Company shall pay the Executive an amount equal to two (2) times the sum of the Executive’s Base Salary (the “Severance Amount”). One-third of the Severance Amount shall be paid out in a lump sum sixty (60) days following the Date of Termination. The remaining two-thirds Severance Amount shall be paid out in substantially equal installments in accordance with the Company’s payroll practice over twenty-four (24) months, beginning on the first payroll date that occurs sixty (60) days after the Date of Termination. Solely for purposes of Section 409A of the Code, each installment payment is considered a separate payment. Notwithstanding the foregoing, if the Executive breaches any of the provisions contained in Section 8 of this Agreement, all payments of the Severance Amount shall immediately cease; and

(ii) the Executive may continue to participate in the Company's group health, dental and vision program for twenty-four (24) months at the Company's expense the premiums for which will be paid by the Company on a monthly basis; provided, however, that the continuation of health benefits under this Section shall reduce and count against the Executive's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

6. Change in Control Agreement. As of the Commencement Date, the Executive will enter into the Change in Control Agreement attached hereto as Exhibit A (the "Change in Control Agreement"), providing benefits upon a termination without Cause or a "Constructive Termination" (as defined therein) in connection with a "Change in Control" (as defined therein). The provisions of such Change in Control Agreement shall apply in lieu of, and expressly supersede, the provisions of Section 5(b) regarding severance pay and benefits upon a termination of employment, if such termination of employment occurs within twenty-four (24) months after the occurrence of the first event constituting a Change in Control.

7. Section 409A. The parties intend that the benefits and payments provided under this Agreement shall be exempt from, or comply with, the requirements of Section 409A of the Code. Notwithstanding the foregoing, the Company shall in no event be obligated to indemnify the Executive for any taxes or interest that may be assessed by the IRS pursuant to Section 409A of the Code. Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive's separation from service would be considered deferred compensation subject to the twenty percent (20%) additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code.

8. Confidential Information, Noncompetition and Cooperation.

(a) Confidential Information. As used in this Agreement, "Confidential Information" means information belonging to the Company which is of value to the Company in the course of conducting its business and the disclosure of which could result in a competitive or other disadvantage to the Company. Confidential Information includes, without limitation, financial information, reports, and forecasts; inventions, improvements and other intellectual property; trade secrets; know-how; designs, processes or formulae; software; market or sales information or plans; customer lists; and business plans, prospects and opportunities (such as possible acquisitions or dispositions of businesses or facilities) which have been discussed or

considered by the management of the Company. Confidential Information includes information developed by the Executive in the course of the Executive's employment by the Company, as well as other information to which the Executive may have access in connection with the Executive's employment. Confidential Information also includes the confidential information of others with which the Company has a business relationship. Notwithstanding the foregoing, Confidential Information does not include information in the public domain, unless due to breach of the Executive's duties under Section 8(b).

(b) Confidentiality. The Executive understands and agrees that the Executive's employment creates a relationship of confidence and trust between the Executive and the Company with respect to all Confidential Information. At all times, both during the Executive's employment with the Company and after its termination, the Executive will keep in confidence and trust all such Confidential Information, and will not use or disclose any such Confidential Information without the written consent of the Company, except as may be necessary in the ordinary course of performing the Executive's duties to the Company.

(c) Documents, Records, etc. All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, which are furnished to the Executive by the Company or are produced by the Executive in connection with the Executive's employment will be and remain the sole property of the Company. The Executive will return to the Company all such materials and property as and when requested by the Company. In any event, the Executive will return all such materials and property immediately upon termination of the Executive's employment for any reason. The Executive will not retain with the Executive any such material or property or any copies thereof after such termination.

(d) Noncompetition and Nonsolicitation. During the Executive's employment with the Company pursuant to this Agreement and, in the event the Executive's employment is terminated during the Term of this Agreement, for twenty-four (24) months following such termination, regardless of the reason for the termination, the Executive (i) will not, directly or indirectly, whether as owner, partner, shareholder, consultant, agent, employee, co-venturer or otherwise, engage, participate, assist or invest in any Competing Business (as hereinafter defined); (ii) will refrain from directly or indirectly recruiting or otherwise soliciting, inducing or influencing any person to leave employment with the Company (other than terminations of employment of subordinate employees undertaken in the course of the Executive's employment with the Company); and (iii) will refrain from soliciting any customer or supplier to become a customer or supplier to any Competing Business. The Executive understands that the restrictions set forth in this Section 8(d) are intended to protect the Company's interest in the goodwill of the business acquired from Seller, its Confidential Information and established employee, customer and supplier relationships and goodwill, and agrees that such restrictions are reasonable and appropriate for this purpose. For purposes of this Agreement, the term "Competing Business" shall mean a business conducted anywhere which is competitive with Seller's business as conducted either as of the Closing Date or at any time during the employment of the Executive with Seller. Notwithstanding the foregoing, the Executive may own up to one percent (1%) of the outstanding stock of a publicly held corporation which constitutes or is affiliated with a Competing Business.

(e) Third-Party Agreements and Rights. The Executive hereby confirms that upon the termination of the Prior Agreement, the Executive is not bound by the terms of any agreement with any previous employer or other party which restricts in any way the Executive's use or disclosure of information or the Executive's engagement in any business. The Executive represents to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's proposed duties for the Company will not violate any obligations the Executive may have to any such previous employer or other party. In the Executive's work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

(f) Litigation and Regulatory Cooperation. During and after the Executive's employment, the Executive shall reasonably cooperate with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company. The Executive's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall reasonably cooperate with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section 8(f), consistent with the Company's Travel Expense Reimbursement Policy, excluding any fees and expenses of the Executive's attorneys. In addition, the Company agrees that, in the event that the Executive cooperates with the Company pursuant to this Section 8(f) at any time following the twenty-four (24) month period after the Executive's termination of employment with the Company, then the Company shall compensate the Executive at the rate of \$250.00 per hour (at a maximum of \$2,000 per day) for the Executive's time spent in complying with the requirements of this Section 8(f) in excess of forty (40) hours per matter, payable within thirty (30) days following the date(s) such time is expended by the Executive; provided, however, that the Executive shall not be entitled to any payment for days on which the Executive provides testimony or acts as a witness on behalf of the Company.

(g) Injunction. The Executive agrees that it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the promises set forth in this Section 8, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, subject to Section 9 of this Agreement, the Executive agrees that if the Executive breaches, or proposes to breach, any portion of this Section 8 of this Agreement, the Company shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Company.

9. Arbitration of Disputes. Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of the Executive's employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination whether based on age or otherwise) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the American Arbitration Association ("AAA") in Boston, Massachusetts in accordance with the Employment Dispute Resolution Rules of the AAA, including, but not limited to, the rules and procedures applicable to the selection of arbitrators. In the event that any person or entity other than the Executive or the Company may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to arbitration subject to such other person or entity's agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section 9 shall be specifically enforceable.

10. Consent to Jurisdiction. To the extent that any court action is permitted consistent with or to enforce Section 9 of this Agreement, the parties hereby consent to the jurisdiction of the Superior Court of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

11. Integration. As of the date hereof, the Company and the Executive are entering into an offer letter (the "Offer Letter") and a Proprietary Information and Non-Competition Agreement (the "Proprietary Information Agreement"). The terms of this Agreement, the Change in Control Agreement, the Offer Letter and the Proprietary Information Agreement shall supersede any prior agreements, understandings, arrangements or representations, oral or otherwise, expressed or implied, with respect to the subject matter hereof which have been made by either party, including any subsidiary of the corporate party, including but not limited to the Prior Agreement; provided that the Executive shall be entitled to the Continuing Payments as set forth in the Prior Agreement; provided further, that where the terms of this Agreement conflict with the terms of the Offer Letter or the Proprietary Information Agreement, this Agreement shall control. Except for the Continuing Payments under the Prior Agreement, by signing this Agreement, the Executive releases and discharges the Company and any subsidiary of the Company from any and all obligations and liabilities heretofore or now existing under or by virtue of such prior agreements.

12. Withholding. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law.

13. Assignment; Payment on Death.

(a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Executive, the Executive's executors, administrators, legal representatives and assigns and the Company and the successors to all or substantially all of the business and/or assets of the Company.

(b) In the event that the Executive becomes entitled to payments under this Agreement and subsequently dies, all amounts payable to the Executive hereunder and not yet paid to the Executive at the time of the Executive's death shall be paid to the Executive's beneficiary. No right or interest to or in any payments shall be assignable by the Executive; provided, however, that this provision shall not preclude the Executive from designating one or more beneficiaries to receive any amount that may be payable after the Executive's death and shall not preclude the legal representatives of the Executive's estate from assigning any right hereunder to the person or persons entitled thereto under the Executive's will or, in the case of intestacy, to the person or persons entitled thereto under the laws of intestacy applicable to the Executive's estate. The term "beneficiary" as used in this Agreement shall mean the beneficiary or beneficiaries so designated by the Executive to receive such amount or, if no such beneficiary is in existence at the time of the Executive's death, the legal representative of the Executive's estate.

(c) No right, benefit or interest hereunder shall be subject to anticipation, alienation, sale, assignment, encumbrance, charge, pledge, hypothecation, or set-off in respect of any claim, debt or obligation, or to execution, attachment, levy or similar process, or assignment by operation of law. Any attempt, voluntary or involuntary, to effect any action specified in the immediately preceding sentence shall, to the full extent permitted by law, be null, void and of no effect.

14. Service Credit. The Executive shall receive service credit with respect to his service with Seller in accordance with the terms of the Merger Agreement.

15. Severability. Any provision of this Agreement held to be unenforceable under applicable law will be enforced to the maximum extent possible, and the balance of this Agreement will remain in full force and effect.

16. Headings of No Effect. The paragraph headings contained in this Agreement are included solely for convenience or reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

17. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

18. Notices. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery if delivered by hand, (b) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service, or (c) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive: at the address shown on the records of the Company.

If to the Company:



General Counsel  
Haemonetics Corporation  
400 Wood Road  
Braintree, MA 02184

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

19. Amendments and Waivers. Except as otherwise specified in this Agreement, this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the parties.

20. Governing Law. This Agreement and its validity, interpretation, performance and enforcement shall be governed by the laws of the Commonwealth of Massachusetts (without reference to the choice of law principles thereof).

21. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

22. Gender Neutral. Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

HAEMONETICS CORPORATION

/s/ Brian P. Concannon

By: Brian P. Concannon

Its: President and Chief Executive Officer

EXECUTIVE

/s/ Thomas F. Marcinek

Thomas F. Marcinek

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**EXHIBIT A**

**Change in Control Agreement**

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**CHANGE IN CONTROL AGREEMENT**

This Change in Control Agreement (this "Agreement"), made effective on [\_\_\_\_\_] (the "Effective Date"), between Haemonetics Corporation, a Massachusetts corporation with its principal offices at 400 Wood Road, Braintree, Massachusetts, 02184, (herein referred to as the "Company") and Thomas F. Marcinek (the "Officer"). The Company and the Officer are collectively referred to herein as the "Parties" and individually referred to as a "Party."

**WITNESSETH THAT**

WHEREAS, the Company has entered into an Agreement and Plan of Merger (the "Merger Agreement") dated as of January 31, 2010, with Global Med Technologies, Inc. ("Seller"), providing for a wholly-owned subsidiary of the Company to commence an offer to purchase the outstanding capital stock of Seller and, following successful completion of the offer, merge with and into Seller, with Seller surviving the merger and becoming a wholly-owned subsidiary of the Company;

WHEREAS, the Officer has entered into an Employment Agreement with the Company effective as of the Acceptance Date (as defined in the Merger Agreement) (the "Employment Agreement"), pursuant to which the Officer will be employed by the Company as a senior executive of the Company or one, or more than one, of the Company's subsidiaries effective as of the Closing Date (as defined in the Merger Agreement);

WHEREAS, the Board of Directors of the Company (the "Board") decided that the Company should provide certain compensation and benefits to the Officer in the event that the Officer's employment is terminated on or after a change in the ownership or control of the Company under certain circumstances; and

WHEREAS, the Parties desire to enter into this Agreement effective as of the Closing Date ("the Commencement Date") on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, for so long as Officer remains a member of the Company's Operating Committee, then the Parties agree as follows:

1. **Purpose.** The Company considers a sound and vital management team to be essential. Management personnel who become concerned about the possibility that the Company may undergo a Change in Control (as defined in Paragraph 2 below) may terminate employment or become distracted. Accordingly, the Board has determined to extend this Agreement to minimize the distraction the Officer may suffer from the possibility of a Change in Control.
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2. Change in Control. The term "Change in Control" for purposes of this Agreement shall mean the earliest to occur of the following events during the Term (as defined in Paragraph 3(d) below):
- (a) a person, or any two or more persons acting as a group, and all affiliates of such person or persons, who prior to such time owned less than thirty-five percent (35%) of the then outstanding shares of the Company's \$0.01 par value common stock ("Common Stock"), shall acquire such additional shares of the Company's Common Stock in one or more transactions, or series of transactions, such that following such transaction or transactions such person or group and affiliates beneficially own thirty-five percent (35%) or more of the Company's Common Stock outstanding,
  - (b) closing of the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, and
  - (c) there is a consummation of any merger, reorganization, consolidation or share exchange unless the persons who were the beneficial owners of the outstanding shares of the common stock of Company immediately before the consummation of such transaction beneficially own more than 50% of the outstanding shares of the common stock of the successor or survivor entity in such transaction immediately following the consummation of such transaction. For purposes of this Paragraph 2(c), the percentage of the beneficially owned shares of the successor or survivor entity described above shall be determined exclusively by reference to the shares of the successor or survivor entity which result from the beneficial ownership of shares of common stock of the Company by the persons described above immediately before the consummation of such transaction.
3. Term. The term of this Agreement shall extend from the Commencement Date until **[date that is five years following the Closing Date]** (the "Term"); and provided, further, that if a "Change of Control" occurs during the Term, the Term shall automatically extend until the second anniversary of the Change in Control (the "Protection Period"). The Term of this Agreement shall be the Term plus if applicable, the duration of the Protection Period. At the end of the Term, this Agreement shall terminate without further action by either the Company or the Officer. If no Change in Control occurs prior to expiration of the Term or if the Officer Separates from Service (as defined in Paragraph 4(a) below) before a Change in Control, or if the Officer is no longer a member of the Company's Operating Committee before a Change in Control, this Agreement shall automatically terminate without any further action; provided, however, that Paragraph 13 (regarding arbitration) shall continue to apply to the extent the Officer disputes the termination of this Agreement. The obligations of the Company and the Officer under this Agreement which by their nature may require either partial or total performance after its expiration shall survive any such expiration.
4. Severance Benefits. If, during the Protection Period (as defined in Paragraph 3(a)(ii) above), the Officer "Separates from Service" (as defined in Paragraph 5(a) below) due to
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termination of employment by the Company and its subsidiaries without "Cause" (as defined in Paragraph 5(b)) or by the Officer due to "Constructive Termination" (as defined in Paragraph 5(c)) (each, a "Qualifying Termination"), the Officer shall be entitled to the severance benefits set forth in this Paragraph 4. The Officer shall not be entitled to severance benefits upon any other Separation from Service, including a termination of employment by the Company for "Cause" or due to the Officer's death or Disability (as defined in Paragraph 5(d)). The payments and benefits provided for under this Paragraph 4 shall be in lieu of any other severance benefits otherwise payable by the Company to the Officer (including any severance benefits otherwise payable by the Company to the Officer pursuant to Section 5(b) of the Employment Agreement) and shall be subject to reduction due to application of the Section 280G Cap as provided under Paragraph 6 below. Payment of the severance benefits as may be reduced by the 280G Cap, if applicable, shall commence 30 days after a Qualifying Termination, provided that the Officer has timely executed a release that is not revoked as provided under Paragraph 7 below. No severance benefit shall be paid if the Officer has not timely executed a release under Paragraph 7.

- (a) Salary and Bonus Amount. The Company will pay to the Officer thirty days after a Qualifying Termination a lump sum cash amount equal to the product obtained by multiplying:
- (i) the sum of (A) salary at the annualized rate which was being paid by the Company and/or subsidiaries to the Officer immediately prior to the time of such termination or, if greater, at the time of the Change in Control plus (B) the annual target bonus and/or any other annual cash incentive award opportunity applicable to the Officer at the time of the Qualifying Termination or, if greater, at the time of the Change in Control, by
  - (ii) 2.0
- (b) Payment for Welfare Benefits. The Officer shall be entitled to receive a lump sum cash amount 30 days after a Qualifying Termination intended to cover the approximate cost of the Company's portion of the premiums necessary to continue the coverage under the Officer's medical, dental, life insurance and disability insurance coverages (collectively, the "Welfare Benefits") as in effect upon Separation from Service for a period of two years following a Qualifying Termination. For avoidance of doubt, medical coverage for this purpose shall include medical coverage provided to members of the Officer's immediate family under a Company sponsored plan, policy or program at the time of the Officer's employment termination, and premiums with respect to medical and dental coverage shall be determined using the rate charged for COBRA coverage. The Officer shall be entitled to elect continued Welfare Benefit as provided under any employee benefit plan, policy or program sponsored by the Company as in effect on the Officer's Separation from Service, including but not limited to COBRA.
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- (c) Outplacement Services. In the event of a Qualifying Termination, the Company shall provide to the Officer executive outplacement services provided on a one-to-one basis by a senior counselor of a firm nationally recognized as a reputable national provider of such services for up to twelve months following Separation from Service, plus evaluation testing, at a location mutually agreeable to the Parties, up to a maximum amount of \$35,000. If the Officer elects not to take advantage of such program within 30 days of separation, unless otherwise agreed in writing, there will be no obligation to continue this service. In no circumstance will the Company provide cash payment in lieu of the use of these services.
- (d) Equity Awards. The vesting of the Officer's Equity Awards shall be governed by this Section 4(d). The term "Equity Award" shall mean stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares or any other form of award that is measured with reference to the Company's Common Stock.
- (i) The vesting of the Officer's Equity Awards granted on or after the Effective Date that vest solely on the basis of continued employment with the Company or any of its subsidiaries shall be accelerated solely by reason of a Change in Control only if the surviving corporation or acquiring corporation following a Change in Control refuses to assume or continue the Officer's Equity Awards or to substitute similar Equity Awards for those outstanding immediately prior to the Change in Control. If such Officer's Equity Awards are so continued, assumed or substituted and at any time after the Change in Control the Officer incurs a Qualifying Termination, then the vesting and exercisability of all such unvested Equity Awards held by the Officer that are then outstanding shall be accelerated in full and any reacquisition rights held by the Company with respect to any such Equity Award shall lapse in full, in each case, upon such termination.
  - (ii) The vesting of the Officer's Equity Awards that vest, in whole or in part, based upon achieving Performance Criteria shall be accelerated on a pro rata basis by reason of a Change in Control. The pro rata vesting amount shall equal the designated target award multiplied by a fraction, the numerator of which is the number of days the Officer was employed during the award's performance period as of the date of the Change in Control, and (b) the denominator is the number of days in the performance period. For purposes of this Paragraph 4(d), "Performance Criteria" means any business criteria that apply to the Officer, a business unit, division, subsidiary, affiliate, the Company or any combination of the foregoing.
  - (iii) Enforcement of the terms of this Paragraph 4(d) shall survive termination of this Agreement.
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Equity Awards granted before the Effective Date shall not be subject to this Paragraph 4(d).

By accepting severance benefits under this Paragraph 4, the Officer waives the Officer's right, if any, to have any payment made under this Paragraph 4 taken into account to increase the benefits otherwise payable to, or on behalf of, the Officer under any employee benefit plan, policy or program, whether qualified or nonqualified, maintained by the Company (e.g., there will be no increase in the Officer's tax-qualified retirement plan benefits, non-qualified deferred compensation plan benefits or life insurance because of severance benefits received hereunder).

5. Definitions of "Separation from Service," "Cause," "Constructive Termination," and "Disability." For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) The term "Separation from Service" or "Separates from Service" for purposes of this Agreement shall mean a "separation from service" within the meaning of Section 409A of the Code (after applying the presumptions in Treas. Reg. Sect. 1.409A-1(h)).
  - (b) "Cause" means (i) the Officer's conviction of (or a plea of guilty or nolo contendere to) a felony or any other crime involving moral turpitude, dishonesty, fraud, theft or financial impropriety; or (ii) a determination by a majority of the Board in good faith that the Officer has (A) willfully and continuously failed to perform substantially the Officer's duties (other than any such failure resulting from the Officer's Disability or incapacity due to bodily injury or physical or mental illness), after a written demand for substantial performance is delivered to the Officer by the Board that specifically identifies the manner in which the Board believes that the Officer has not substantially performed the Officer's duties, (B) engaged in illegal conduct, an act of dishonesty or gross misconduct, or (C) willfully violated a material requirement of the Company's code of conduct or the Officer's fiduciary duty to the Company. No act or failure to act on the part of the Officer shall be considered "willful" unless it is done, or omitted to be done, by the Officer in bad faith and without reasonable belief that the Officer's action or omission was in, or not opposed to, the best interests of the Company or its subsidiaries. In order to terminate the Officer's employment for Cause, the Company shall be required to provide the Officer a reasonable opportunity to be heard (with counsel) before the Board, which shall include at least ten (10) business days of advance written notice to the Officer. Further, the Officer's attempt to secure employment with another employer that does not breach the Officer's non-competition obligations shall not constitute an event of "Cause".
  - (c) "Constructive Termination" means, without the express written consent of the Officer, the occurrence of any of the following during the Protection Period (as defined in Paragraph 3(a)(ii) above):
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- (i) a material reduction in the Officer's annual base salary as in effect immediately prior to a Change in Control or as the same may be increased from time to time, and/or a material failure to provide the Officer with an opportunity to earn annual incentive compensation and long-term incentive compensation at least as favorable as in effect immediately prior to a Change of Control or as the same may be increased from time to time,
- (ii) a material diminution in the Officer's authority, duties, or responsibilities as in effect at the time of the Change in Control;
- (iii) a material diminution in the authority, duties, or responsibilities of the supervisor to whom the Officer is required to report (it being understood that if the Officer reports to the Board, a requirement that the Officer report to any individual or body other than the Board will constitute "Constructive Termination" hereunder);
- (iv) a material diminution in the budget over which the Officer retains authority;
- (v) the Company's requiring the Officer to be based anywhere outside a fifty mile radius of the Company's offices at which the Officer is based as of immediately prior to a Change of Control (or any subsequent location at which the Officer has previously consented to be based) except for required travel on the Company's business to an extent that is not substantially greater than the Officer's business travel obligations as of immediately prior to a Change in Control or, if more favorable, as of any time thereafter; or
- (vi) any other action or inaction that constitutes a material breach by the Company or any of its subsidiaries of the terms of this Agreement.

In no event shall the Officer be entitled to terminate employment with the Company on account of "Constructive Termination" unless the Officer provides notice of the existence of the purported condition that constitutes "Constructive Termination" within a period not to exceed ninety (90) days of its initial existence, and the Company fails to cure such condition (if curable) within thirty (30) days after the receipt of such notice.

- (d) "Disability" means the Officer's inability, due to physical or mental incapacity resulting from injury, sickness or disease, for one hundred and eighty (180) days in any twelve-month period to perform his duties hereunder.

6. Section 280G Restriction. Notwithstanding any provision of this Agreement to the contrary, the following provisions shall apply:

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- (a) If it is determined that part or all of the compensation and benefits payable to the Officer (whether pursuant to the terms of this Agreement or otherwise) before application of this Paragraph 6 would constitute "parachute payments" under Section 280G of the Code, and the payment thereof would cause the Officer to incur the 20% excise tax under Section 4999 of the Code, then the amounts otherwise payable to or for the benefit of the Officer pursuant to this Agreement (or otherwise) that, but for this Paragraph 6 would be "parachute payments," (referred to below as the "Total Payments") shall either (i) be reduced so that the present value of the Total Payments to be received by the Officer will be equal to three times the "base amount" (as defined under Section 280G of the Code less \$1,000 (the "280G Cap"), or (ii) paid in full, whichever produces the better after-tax position to the Officer (taking into account all applicable taxes, including but not limited to the excise tax under Section 4999 of the Code and any federal and state income and employment taxes). Any required reduction under clause (A) above shall be made in a manner that maximizes the net after tax amount payable to the Officer, as reasonably determined by the Consultant (as defined below).
- (b) All determinations required under this Paragraph 6 shall be made by a nationally recognized accounting, executive compensation or law firm appointed by the Company (the "Consultant") that is reasonably acceptable to the Officer on the basis of "substantial authority" (within the meaning of Section 6662 of the Code). The Consultant's fee shall be paid by the Company. The Consultant shall provide a report to the Officer that may be used by the Officer to file the Officer's federal tax returns.
- (c) It is possible that payments could be made by the Company that should not have been made pursuant to this Paragraph 6. If a reduced payment or benefit is provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company (or its subsidiaries) used in determining the 280G Cap, then the Officer shall immediately repay such excess in cash to the Company upon notification that an overpayment has been made.
- (d) Nothing in this Paragraph 6 shall require the Company to be responsible for, or have any liability or obligation with respect to, any excise tax liability under Section 4999 of the Code.

7. Release. The Officer agrees that the Company will have no obligations to the Officer under Paragraph 4 above until the Officer executes a release in a form acceptable by the Company and, further, will have no further obligations to the Officer under Paragraph 4 if the Officer revokes such release. The Officer shall have 21 days after Separation from Service to consider whether or not to sign the release. If the Officer fails to return an executed release to the Company's Vice President of Human Resources within such 21 day period, or the Officer subsequently revokes a timely filed release, the Company shall have no obligation to pay any amounts or benefits under Paragraph 4 of this Agreement.

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8. No Interference with Other Vested Benefits. Regardless of the circumstances under which the Officer may terminate from employment, the Officer shall have a right to any benefits under any employee benefit plan, policy or program maintained by the Company which the Officer had a right to receive under the terms of such employee benefit plan, policy or program after a termination of the Officer's employment without regard to this Agreement. The Company shall within thirty (30) days of Separation from Service pay the Officer any earned but unpaid base salary and bonus, shall promptly pay the Officer for any earned but untaken vacation and shall promptly reimburse the Officer for any incurred but unreimbursed expenses which are otherwise reimbursable under the Company's expense reimbursement policy as in effect for senior executives immediately before the Officer's employment termination.
9. Consolidation or Merger. If the Company is at any time before or after a Change in Control merged or consolidated into or with any other corporation, association, partnership or other entity (whether or not the Company is the surviving entity), or if substantially all of the assets thereof are transferred to another corporation, association, partnership or other entity, the provisions of this Agreement will be binding upon and inure to the benefit of the corporation, association, partnership or other entity resulting from such merger or consolidation or the acquirer of such assets (collectively, "acquiring entity") unless the Officer voluntarily elects not to become an employee of the acquiring entity as determined in good faith by the Officer. Furthermore, in the event of any such consolidation or transfer of substantially all of the assets of the Company, the Company shall enter into an agreement with the acquiring entity that shall provide that such acquiring entity shall assume this Agreement and all obligations and liabilities under this Agreement; provided, that the Company's failure to comply with this provision shall not adversely affect any right of the Officer hereunder. This Paragraph 9 will apply in the event of any subsequent merger or consolidation or transfer of assets.
- In the event of any merger, consolidation or sale of assets described above, nothing contained in this Agreement will detract from or otherwise limit the Officer's right to or privilege of participation in any restricted stock plan, bonus or incentive plan, stock option or purchase plan, profit sharing, pension, group insurance, hospitalization or other compensation or benefit plan or arrangement which may be or become applicable to officers of the corporation resulting from such merger or consolidation or the corporation acquiring such assets of the Company.
- In the event of any merger, consolidation or sale of assets described above, references to the Company in this Agreement shall, unless the context suggests otherwise, be deemed to include the entity resulting from such merger or consolidation or the acquirer of such assets of the Company.
10. No Mitigation. The Company agrees that the Officer is not required to seek other employment after a Qualifying Termination or to attempt in any way to reduce any amounts payable to the Officer by the Company under Paragraph 4 of this Agreement. Further, the amount of any payment or benefit provided for in this Agreement shall not be reduced by any compensation earned by the Officer as the result of employment by
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another employer, by retirement benefits, by offset against any amount claimed to be owed by the Officer to the Company, or otherwise.

11. Payments. All payments provided for in this Agreement shall be paid in cash in the currency of the primary jurisdiction in which the Officer provided services to the Company and its subsidiaries immediately prior to Separation from Service. The Company shall not be required to fund or otherwise segregate assets to ensure payments under this Agreement.
  12. Tax Withholding; Section 409A.
    - (a) All payments made by the Company to the Officer or the Officer's dependents, beneficiaries or estate will be subject to the withholding of such amounts relating to tax and/or other payroll deductions as may be required by law.
    - (b) *The Parties intend that the benefits and payments provided under this Agreement shall be exempt from, or comply with, the requirements of Section 409A of the Code. Notwithstanding the foregoing, the Company shall in no event be obligated to indemnify the Officer for any taxes or interest that may be assessed by the IRS pursuant to Section 409A of the Code.*
  13. Arbitration.
    - (a) The Parties shall submit any disputes arising under this Agreement to an arbitration panel conducting a binding arbitration in Boston, Massachusetts or at such other location as may be agreeable to the Parties, in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association in effect on the date of such arbitration (the "Rules"), and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The award of the arbitrator shall be final and shall be the sole and exclusive remedy between the Parties regarding any claims, counterclaims, issues or accountings presented to the arbitrator.
    - (b) The Parties agree that the arbitration shall be conducted by one (1) person mutually acceptable to the Company and the Officer, provided that if the Parties cannot agree on an arbitrator within thirty (30) days of filing a notice of arbitration, the arbitrator shall be selected by the manager of the principal office of the American Arbitration Association in Suffolk County in the Commonwealth of Massachusetts. Any action to enforce or vacate the arbitrator's award shall be governed by the federal Arbitration Act, if applicable, and otherwise by applicable state law.
    - (c) If either Party pursues any claim, dispute or controversy against the other in a proceeding other than the arbitration provided for herein, the responding Party shall be entitled to dismissal or injunctive relief regarding such action and recovery of all costs, losses and attorney's fees related to such action.
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- (d) All of Officer's reasonable costs and expenses incurred in connection with such arbitration shall be paid in full by the Company promptly on written demand from the Officer, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorneys' fees; provided, however, the Company shall pay no more than \$50,000 per year in attorneys' fees unless a higher figure is awarded in the arbitration, in which event the Company shall pay the figure awarded in the arbitration.
- (e) Reimbursement of reasonable costs and expenses under Paragraph 13(d) shall be administered consistent with the following additional requirements as set forth in Treas. Reg. § 1.409A-3(i)(1)(iv): (i) the Officer's eligibility for benefits in one year will not affect the Officer's eligibility for benefits in any other year; (ii) any reimbursement of eligible expenses will be made on or before the last day of the year following the year in which the expense was incurred; and (iii) the Officer's right to benefits is not subject to liquidation or exchange for another benefit. Notwithstanding the foregoing, reimbursement for benefits under this Paragraph 13 shall commence no earlier than six months and a day after the Officer's Separation from Service.
- (f) The Officer acknowledges and expressly agrees that this arbitration provision constitutes a voluntary waiver of trial by jury in any action or proceeding to which the Officer or the Company may be parties arising out of or pertaining to this Agreement.

14. Assignment; Payment on Death.

- (a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Officer, the Officer's executors, administrators, legal representatives and assigns and the Company and its successors.
  - (b) In the event that the Officer becomes entitled to payments under this Agreement and subsequently dies, all amounts payable to the Officer hereunder and not yet paid to the Officer at the time of the Officer's death shall be paid to the Officer's beneficiary. No right or interest to or in any payments shall be assignable by the Officer; provided, however, that this provision shall not preclude the Officer from designating one or more beneficiaries to receive any amount that may be payable after the Officer's death and shall not preclude the legal representatives of the Officer's estate from assigning any right hereunder to the person or persons entitled thereto under the Officer's will or, in the case of intestacy, to the person or persons entitled thereto under the laws of intestacy applicable to the Officer's estate. The term "beneficiary" as used in this Agreement shall mean the beneficiary or beneficiaries so designated by the Officer to receive such amount or, if no such beneficiary is in existence at the time of the Officer's death, the legal representative of the Officer's estate.
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(c) No right, benefit or interest hereunder shall be subject to anticipation, alienation, sale, assignment, encumbrance, charge, pledge, hypothecation, or set-off in respect of any claim, debt or obligation, or to execution, attachment, levy or similar process, or assignment by operation of law. Any attempt, voluntary or involuntary, to effect any action specified in the immediately preceding sentence shall, to the full extent permitted by law, be null, void and of no effect.

15. Amendments and Waivers. Except as otherwise specified in this Agreement, this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Parties.
16. Integration. The terms of this Agreement shall supersede any prior agreements, understandings, arrangements or representations, oral or otherwise, expressed or implied, with respect to the subject matter hereof which have been made by either Party, including any subsidiary of the corporate Party, including but not limited to the Prior Agreement. By signing this Agreement, the Officer releases and discharges the Company and any subsidiary of the Company from any and all obligations and liabilities heretofore or now existing under or by virtue of such prior agreements.
17. Notices. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery if delivered by hand, (b) on the date of transmission, if delivered by confirmed facsimile, (c) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service, or (d) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:
- If to the Officer: at the address (or to the facsimile number) shown on the records of the Company.
- If to the Company:
- General Counsel  
Haemonetics Corporation  
400 Wood Road  
Braintree, MA 02184
- or to such other address as either Party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.
18. Severability. Any provision of this Agreement held to be unenforceable under applicable law will be enforced to the maximum extent possible, and the balance of this Agreement will remain in full force and effect.
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19. Headings of No Effect. The paragraph headings contained in this Agreement are included solely for convenience or reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
20. Not an Employment Contract. This Agreement is not an employment contract and shall not give the Officer the right to continue in employment by Company or any of its subsidiaries for any period of time or from time to time, nor shall this Agreement give the Officer the right to continued membership on the Company's Operating Committee. This Agreement shall not adversely affect the right of the Company or any of its subsidiaries to terminate the Officer's employment with or without cause at any time. Membership on the Company's Operating Committee shall be determined in the sole discretion of the Company's President and Chief Operating Officer.
21. Governing Law. This Agreement and its validity, interpretation, performance and enforcement shall be governed by the laws of the Commonwealth of Massachusetts (without reference to the choice of law principles thereof).
20. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its officers thereto duly authorized, and the Officer has signed this Agreement.

HAEMONETICS CORPORATION

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Brian Concannon  
Its: President and Chief Executive Officer

Date: \_\_\_\_\_

OFFICER  
\_\_\_\_\_

**Global Med Technologies®<sup>®</sup>, Inc.**  
**Wyndgate Technologies®<sup>®</sup>**  
**PeopleMed®<sup>®</sup>, Inc.**  
**eDonor®<sup>®</sup>**  
**Inlog**

12600 West Colfax Avenue  
Suite C-420  
Lakewood, Colorado 80215-3734  
Phone: (303) 238-2000  
Fax: (303) 238-3368

**CONFIDENTIALITY AGREEMENT**

March 24, 2009

Christopher J. Lindop, CFO  
Haemonetics Corporation  
400 Wood Road  
Braintree, MA 02184

Dear Mr. Lindop:

In connection with a possible business relationship (the "Transaction") between Global Med Technologies, Inc. ("Global"), its divisions, Wyndgate Technologies ("Wyndgate") and eDonor ("eDonor"), and its subsidiaries, PeopleMed, Inc. ("PeopleMed") and Inlog, SA ("Inlog"), and Haemonetics Corporation and/or one or more of its subsidiaries ("Haemonetics") (together referred to as the "Parties"), Global, Wyndgate, eDonor, PeopleMed, and Inlog may be providing to Haemonetics confidential information (as defined below) concerning Global, Wyndgate, eDonor, PeopleMed, and Inlog, and Haemonetics may be providing to Global, Wyndgate, eDonor, PeopleMed and Inlog, confidential information (as defined below) concerning Haemonetics.

1. As used herein, "Confidential Information" means all data, reports, interpretations, forecasts and records containing or otherwise reflecting information concerning Global, Wyndgate, eDonor, PeopleMed, Inlog, or Haemonetics or any of its subsidiaries that is not available to the general public and which Global, Wyndgate, eDonor, PeopleMed, Inlog or Haemonetics will provide or have previously provided to each other at any time, including but not limited to any such information obtained by meeting with personnel or representatives of Global, Wyndgate, eDonor, PeopleMed, Inlog, or Haemonetics, together with analyses, compilations, studies or other documents, whether prepared by Global, Wyndgate, eDonor, PeopleMed, Inlog, or Haemonetics or its subsidiaries or others, which contain or otherwise reflect such information.

2. In consideration for Global, Wyndgate, eDonor, PeopleMed, and Inlog providing Haemonetics with Confidential Information and Haemonetics providing Global, Wyndgate, eDonor, PeopleMed, and Inlog with Confidential Information, by the Parties' respective signatures hereto, Global, Wyndgate, eDonor, PeopleMed, Inlog, and Haemonetics agree that for a period of three (3) years (i) all Confidential Information of the disclosing Party will be held and treated by the receiving Party, its agents and employees in confidence and will not, except as hereinafter provided, without the prior written consent of the disclosing Party, be disclosed by the receiving Party, or its agents or employees, in any manner whatsoever, in whole or in part, and will not be used by the receiving Party or its agents or employees other than in connection with consideration of the Transaction, and (ii) without the disclosing Party's written consent, except as required by law as advised by counsel, the receiving Party and its agents and employees will not disclose to any person the fact that the Confidential Information has been made available, that discussions or negotiations are taking place or have taken place concerning a possible transaction involving the Parties, or any of the terms, conditions or other facts with respect to such possible transaction, including the status thereof. The term "person" as used in this agreement will be interpreted broadly to include, without limitation, any corporation, company, partnership or individual. Moreover, the Parties further agree (i) to disclose Confidential Information of the other Party only to its agents and employees who need to know the Confidential Information for purposes of evaluating the Transaction and who will be advised of this agreement and agree to be bound by the terms of this agreement,

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(ii) that the Parties will be satisfied that such agents and employees will act in accordance herewith and (iii) that, in any event, each Party shall be responsible for any breach of this letter agreement by its respective agents or employees.

3. Notwithstanding the foregoing, the following will not constitute "Confidential Information" for purposes of this Agreement:

(A) Information which was already in the receiving Party's possession without an obligation of confidentiality prior to the date hereof and which was not acquired or obtained from the disclosing Party or pursuant to a confidentiality agreement.

(B) Information which is obtained or was previously obtained by the receiving Party from a third person who, insofar as is known to such receiving Party after reasonable inquiry, is not prohibited from transmitting the information to the receiving Party by a contractual, legal or fiduciary obligation to the disclosing Party.

(C) Information which is or becomes generally available to the public other than as a result of a disclosure by the receiving Party or its agents or employees.

4. The written Confidential Information, except for that portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by the receiving Party, its agents or employees, will be returned to the disclosing Party promptly upon request by the disclosing Party without retention of any copies thereof.

5. The portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by the receiving Party, its agents or employees, oral Confidential Information and any written Confidential Information not so requested and returned will be held by the receiving Party and kept subject to the terms of this agreement or destroyed.

6. In the event that either Party or its respective subsidiary (each a "Subpoenaed Party") is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, Civil Investigative Demand or other process) to disclose any Confidential Information, it is agreed that the Subpoenaed Party will provide to the other prompt notice of any such request or requirement so that the affected Party may seek an appropriate protective order or waive compliance with the provisions of this agreement. If, failing the entry of a protective order or upon the receipt of a waiver hereunder, the Subpoenaed Party, in the opinion of counsel, is compelled to disclose Confidential Information, the Subpoenaed Party may disclose that portion of the Confidential Information which its counsel advises is required to be disclosed. In any event, the Subpoenaed Party will not oppose action by the other Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

7. The Parties acknowledge that the Parties do not make any express or implied representations or warranties as to the accuracy or completeness of the Confidential Information, and each such Party expressly disclaims any and all liability that may be based on the Confidential Information errors therein or omissions therefrom. The Parties agree that Global, Wyndgate, eDonor, PeopleMed, Inlog, and Haemonetics and its subsidiaries are not entitled to rely on the accuracy or completeness of the Confidential Information and that the Parties shall be entitled to rely solely on the representations and warranties made to each other in any final agreement relating to the participation in the Transaction.

8. The Parties hereby acknowledge that unauthorized disclosure, or use of Confidential Information may cause irreparable harm and injury to the Disclosing Party the monetary value of which may be difficult to ascertain and each Party will have the right to seek injunctive relief to enforce the other Party's obligations under this Agreement, in addition to any other rights and remedies it may have.

9. This Agreement does not constitute a representation, assurance, guarantee or inducement by either Party to the other or a license to any intellectual property disclosed hereunder. Neither Party shall be under any obligation to enter into any further agreement with the other.

10. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver, thereof, nor shall any single or partial exercise thereof or the exercise of any right, power or privilege hereunder.

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If the forgoing reflects the Parties' agreement, Global, Wyndgate, eDonor, PeopleMed, Inlog, and Haemonetics will sign below in duplicate and will return the duplicate copy of this letter to the other, whereupon it shall become a binding agreement, to be governed by Colorado law, without regard to the principles of conflicts of law thereof.

Sincerely,

**GLOBAL MED TECHNOLOGIES®, INC.**  
**WYNDGATE TECHNOLOGIES®**  
**eDONOR®**  
**PEOPLEMED®, INC.**  
**INLOG**

By: /s/ Michael I. Ruxin  
Michael I. Ruxin, M.D.  
Chairman and CEO

Date: 30 Mar 09

Agreed to as of the date set forth below:

**HAEMONETICS CORPORATION**

By: /s/ Christopher J. Lindop  
Christopher J. Lindop, CFO

Date: March 30, 2009

December 2, 2009

**CONFIDENTIAL**

Robert R. Gilmore  
Chairman of the Special Committee of the Board of Directors  
Global Med Technologies, Inc.  
c/o Robert C. Montgomery  
Ducker, Montgomery, Aronstein and Bess, P.C.  
One Civic Center Plaza  
1560 Broadway, Suite 1400  
Denver, Colorado 80202

Dear Robby,

This letter is to confirm the substance of certain agreements between Global Med Technologies, Inc. ("Global Med") and Haemonetics Corporation ("Haemonetics") with respect to the potential acquisition of Global Med by Haemonetics (the "Transaction") and to acknowledge the sufficiency of the consideration therefor in the mutual undertakings of the parties as set forth below.

1. Global Med hereby agrees that, during the period commencing on the date hereof until 11:59 p.m. Mountain Time on January 4, 2010 (subject to the provisions of §6 below, the "Exclusivity Period") neither Global Med, nor any of its affiliates or subsidiaries, directors, officers, employees, agents or advisors, including without limitation its attorneys, accountants, consultants, financial advisors and investment bankers (collectively, "Representatives"), shall, directly or indirectly, solicit, initiate, knowingly encourage, facilitate, participate in negotiations, provide any confidential information to, enter into any agreement with or otherwise cooperate in any manner with respect to (generally, "Facilitate") an Acquisition Proposal from any person or entity. For purposes of this letter, an "Acquisition Proposal" means

- (a) any merger, consolidation, business combination or other similar transaction with Global Med,
- (b) any sale, lease, exchange, mortgage, pledge, transfer or other disposition of 15% or more of the consolidated assets of Global Med and its subsidiaries, and/or
- (c) any tender offer or exchange offer for 15% or more of the outstanding shares (or of any class of outstanding shares) of Global Med's capital stock.

For the avoidance of doubt, any violation of this §1 by any Representative of Global Med shall be deemed to be a breach hereof by Global Med.

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2. Notwithstanding § 1:

(a) Global Med shall be entitled to notify McKesson Information Solutions LLC (“McKesson”), and/or Cerner Corporation (“Cerner”) upon the earlier of (1) December 16, 2009, or (2) Global Med’s receipt of a Proposal from Haemonetics, *provided* that (i) Global Med shall deliver a copy of any such notice to Haemonetics simultaneously with its delivery to McKesson and/or Cerner, and (ii) Global Med shall not divulge to McKesson or Cerner the identity of Haemonetics;

(b) if Global Med receives a bona fide Acquisition Proposal from McKesson or Cerner, or an unsolicited Acquisition Proposal from another third party, Global Med may Facilitate such Acquisition Proposal if, based upon advice of its outside legal counsel, the Board of Directors of Global Med (the “Board”) determines that failure to take such action would violate the Board’s fiduciary duties under applicable law.

3. During the Exclusivity Period, if Global Med receives an Acquisition Proposal (or any inquiry from or contact with any person that could reasonably be expected to lead to an Acquisition Proposal), including but not limited to an Acquisition Proposal from McKesson or Cerner,

(a) Global Med shall promptly (and in any event within 24 hours) notify Haemonetics of the receipt of such Acquisition Proposal;

(b) Global Med shall notify Haemonetics as to whether Global Med intends to entertain such Acquisition Proposal, within 24 hours of that decision; and

(c) except to the extent that Global Med’s outside legal counsel advises the Board that such disclosure would be a breach of fiduciary duty, Global Med shall:

(i) include in the initial notification the identity of the offeror and all material terms and conditions of such Acquisition Proposal;

(ii) furnish Haemonetics copies of the Acquisition Proposal and the contents of any communications related thereto; and

(iii) to the extent reasonably practicable, keep Haemonetics fully apprised of the status and details of such Acquisition Proposal on an ongoing basis.

4. Global Med represents and warrants to Haemonetics that, as of the date of this letter:

(a) Global Med is not Facilitating any Acquisition Proposal, other than from Haemonetics; and

(b) Global Med is not a party to any contract, agreement or other obligation that would prohibit, limit or conflict with the performance by Global Med of its covenants hereunder.

5. In consideration of the foregoing, Haemonetics shall use reasonable commercial efforts to conduct an examination of documents, facilities and personnel of Global Med and its subsidiaries as these shall be made available on a mutually-agreed basis ("Due Diligence") during the Exclusivity Period. While it is Haemonetics' present intention to conduct such Due Diligence for the purpose of formulating a definitive Acquisition Proposal, Haemonetics shall have no obligation to submit an Acquisition Proposal. No obligation to consummate a Transaction shall arise between the parties unless expressed in a definitive agreement therefor that has been signed by both parties, and then only under the terms and conditions expressed therein.

6. In the event that Haemonetics shall at any time determine to abandon its Due Diligence or any further pursuit of a Transaction, Haemonetics promptly shall so notify Global Med. The Exclusivity Period shall earlier terminate immediately upon any such notice.

7. In the event that Global Med's outside legal counsel advises the Board that Global Med is required by its fiduciary duties or by its obligations under the securities laws or applicable stock exchange rules to make any announcement (e.g. if suspicious buying activity is detected in the market for Global Med stock), Global Med shall consult with Haemonetics prior to making any announcement. No such announcement shall identify Haemonetics or its Acquisition Proposal or shorten the Exclusivity Period hereunder.

8. This Agreement shall be governed by the law of the Commonwealth of Massachusetts. Haemonetics shall be entitled to specific performance and injunctive or other equitable relief for any breach hereof, from any court of competent jurisdiction, in addition to any remedies available at law.

9. All notices required to be delivered hereunder shall be delivered via email and by FedEx or other recognized overnight delivery service to the parties at the following respective addresses:

*If to Global Med:*

Email address: gilmores735@msn.com  
Cc to: rmontgomaery@duckerlaw.com  
Delivery: to the address noted above.

*If to Haemonetics:*

Email address: clindop@haemonetics.com  
Cc to: joshaghnessy@haemonetics.com  
Delivery: to the letterhead address above.

10. In the event of any material breach by Global Med of this Agreement, as liquidated damages therefor (but without derogation of Haemonetics' right to specific enforcement hereof), Global Med shall promptly reimburse Haemonetics for all out-of-pocket costs incurred by Haemonetics in connection with its pursuit of a Transaction during the Exclusivity Period.

11. This Agreement expresses the complete mutual understanding between the parties and supersedes all prior understandings and agreements between the parties on the subject matter hereof, *provided, however*, that the terms of that certain Confidentiality Agreement dated March 24, 2009 (the "NDA") are hereby affirmed in all respects. This Agreement may not be amended, nor may any provision be waived, absent a writing signed by the party against whom enforcement of the amendment or waiver is sought.

To indicate Global Med's acceptance of this Agreement, please countersign a copy of this letter and return it to my attention via pdf or otherwise. Thank you. We look forward to working with you.

Sincerely,

Haemonetics Corporation

/s/ Christopher J. Lindop  
Christopher J. Lindop  
Chief Financial Officer,  
VP — Business Development

Accepted and agreed:

**Global Med Technologies, Inc.**

By: /s/ Robert R. Gilmore  
Robert R. Gilmore, Chairman  
Special Committee of the Board of Directors

January 25, 2010

**CONFIDENTIAL**

Robert R. Gilmore  
Chairman of the Special Committee of the Board of Directors  
Global Med Technologies, Inc.  
c/o Robert C. Montgomery  
Ducker, Montgomery, Aronstein and Bess, P.C.  
One Civic Center Plaza  
1560 Broadway, Suite 1400  
Denver, Colorado 80202

Dear Robby,

Reference is made to the letter agreement, dated December 2, 2009 (the "Exclusivity Letter"), by and between Global Med Technologies, Inc. ("Global Med") and Haemonetics Corporation ("Haemonetics"). The purpose of this letter is to confirm the agreement between Global Med and Haemonetics that the Exclusivity Period (as defined in the Exclusivity Letter) shall be recommenced on the date hereof and extended until 11:59 p.m. Mountain Time on January 31, 2010, subject to §6 of the Exclusivity Letter. Subject only to the foregoing, the terms of the Exclusivity Letter shall be incorporated herein by reference and shall be in full force and effect as of the date hereof.

Please indicate the agreement of Global Med to the foregoing by executing one copy of this letter in the space provided below and returning a copy to the undersigned at your earliest convenience.

Sincerely,

**Haemonetics Corporation**

By: /s/ Christopher J. Lindop  
Christopher J. Lindop  
Chief Financial Officer,  
VP — Business Development

Accepted and agreed:

**Global Med Technologies, Inc.**

By: /s/ Robert R. Gilmore  
Robert R. Gilmore  
Chairman, Special Committee of the Board  
of Directors