SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES ACT OF 1934

INTERNATIONAL MUREX TECHNOLOGIES CORPORATION

(NAME OF ISSUER)

Common Shares

(TITLE OF CLASS OF SECURITIES)

46005H100

(CUSIP NUMBER)

Jose M. de Lasa
Senior Vice President, Secretary
and General Counsel
Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois 60064-3500
(847) 937-6100

with a copy to:
Scott J. Davis
James T. Lidbury
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
(312)782-0600

(NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON
AUTHORIZED TO RECEIVE NOTICES AND COMMUNICATIONS

March 16, 1998

(DATE OF EVENT WHICH REQUIRES FILING OF THIS STATEMENT)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1 (b) (3) or (4), check the following box / /

(Continued on following pages)

1 NAME OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

AAC Acquisition Ltd. (None)
Abbott Laboratories (# 36-0698440)

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2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) (_)

(b) (_)

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3 SEC USE ONLY

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4 SOURCE OF FUNDS

WC

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5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEM 2(d) or 2(e) (_)

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6 CITIZENSHIP OR PLACE OF ORGANIZATION

AAC Acquisition Ltd. - British Columbia
Abbott Laboratories - Illinois

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH	
	7 SOLE VOTING POWER 0
	8 SHARED VOTING POWER 5,980,499 *

REPORTING	9	SOLE DISPOSITIVE POWER
PERSON		0
WITH	10	SHARED DISPOSITIVE POWER
		0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,980,499 Common Shares

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (_)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

33.9%

14 TYPE OF REPORTING PERSON

AAC Acquisition Ltd.	CO
Abbott Laboratories	CO

- --

* The power to vote is pursuant to voting agreements contained in shareholder agreements, dated March 13, 1998 (the "Major Shareholder Agreements"), among Abbott Laboratories, an Illinois corporation ("Parent"), and Edward J. DeBartolo, Jr., the Estate of Edward J. DeBartolo, the University of Notre Dame, C. Robert Cusick and F. Michael P. Warren (the "Major Shareholders"). In such Major Shareholder Agreements, each Major Shareholder has agreed to vote to the extent they are permitted to vote at law, all of the Common Shares (as defined in Item 1) held by them (i) in the manner directed by Parent with respect to any matters related to the acquisition of International Murex Technologies Corporation, a company organized under the laws of British Columbia (the "Company"), by Parent and (ii) against any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Parent's intended acquisition of the Company. In furtherance of such voting agreements, the Major Shareholders have granted Parent an irrevocable proxy to vote all of the Common Shares held by them in accordance with the foregoing on any matters which may be presented to shareholders of the Company with respect to any matters related to the acquisition of the Company by Parent or any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Parent's proposed acquisition of the Company.

ITEM 1. SECURITY AND ISSUER.

This statement relates to the common shares, without par value (the "Common Shares"), of International Murex Technologies Corporation, a company organized under the laws of British Columbia (the "Company"), which has its principal executive offices at 2255 B. Queen Street, East, Suite 828, Toronto, Ontario, Canada M4E 1G3.

ITEM 2. IDENTITY AND BACKGROUND.

(a)-(f) AAC Acquisition Ltd. ("Purchaser"), a British Columbia company and an indirect wholly owned subsidiary of Abbott Laboratories, an Illinois corporation ("Parent"), recently was organized for the purpose of making an offer to purchase all of the outstanding Common Shares of the Company (the "Offer") and then, subsequent to the completion of the Offer, effecting either a statutory right of acquisition (the "Compulsory Acquisition") or an amalgamation or other business combination (the "Amalgamation"). Purchaser has not carried on any activities except in connection with the Offer and either the Compulsory Acquisition or the Amalgamation. The principal executive offices of Purchaser are located at 100 Abbott Park Road, Abbott Park, Illinois 60064. All the outstanding capital stock of Purchaser is owned by a wholly owned subsidiary of Parent.

Parent is an Illinois corporation with its principal offices located at 100 Abbott Park Road, Abbott Park, Illinois 60064. Parent's principal business is the discovery, development, manufacture and sale of a broad and diversified line of health care products. Parent is a public company whose stock is traded on the New York Stock Exchange, Inc.

The following table sets forth the names of each director and executive officer of Parent. Unless otherwise indicated below, the address of each director and officer is 100 Abbott Park Road, Abbott Park, Illinois 60064 and each such person is a citizen of the United States.

NAME	POSITION
Joy A. Amundson	Senior Vice President, Ross Products
K. Frank Austen, M.D.	Director
Catherine V. Babingto	Vice President, Investor Relations and Public Affairs
Thomas D. Brown	Senior Vice President, Diagnostic Operations
Duane L. Burnham	Chairman of the Board; Chief Executive Officer; Director
Gary R. Byers	Vice President, Internal Audit
Paul N. Clark	Executive Vice President
Gary P. Coughlan	Senior Vice President, Finance and Chief Financial Officer
Jose M. de Lasa	Senior Vice President; Secretary and General Counsel

NAME	POSITION
William G. Dempsey	Senior Vice President, Chemical and Agricultural Products
Kenneth W. Farmer	Vice President, Management Information Services and Administration
H. Laurance Fuller	Director
Thomas C. Freyman	Vice President and Treasurer
Richard A. Gonzalez	Senior Vice President, Hospital Products
Arthur J. Higgins	Senior Vice President, Pharmaceutical Operations
Thomas R. Hodgson	President and Chief Operating Officer; Director
David A. Jones	Director
John G. Kringel	Senior Vice President
John F. Lussen	Vice President, Taxes
Thomas M. McNally	Senior Vice President
Theodore A. Olson	Vice President and Controller
The Rt. Hon. Lord Owen CH -Lord Owen is a British subject	Director
Robert L. Parkinson, Jr.	Executive Vice President
Boone Powell, Jr.	Director
Addison Barry Rand	Director
W. Ann Reynolds, Ph.D	Director
William D. Smithburg	Director
Marcia A. Thomas	Vice President, Quality Assurance and Regulatory Affairs
John R. Walter	Director
Ellen M. Walvoord	Senior Vice President, Human Resources
H. Thomas Watkins	Vice President, Abbott HealthSystems
Steven J. Weger, Jr.	Vice President, Corporate Planning and Development
William L. Weiss	Director
Josef Wendler -Mr. Wendler is a German citizen	Senior Vice President, International Operations
Miles D. White	Executive Vice President
Lance B. Wyatt	Vice President, Corporate Engineering

The following table sets forth the names of each director and executive officer of Purchaser. Unless otherwise indicated below, the address of each director and officer is 100 Abbott Park Road, Abbott Park, Illinois 60064 and each such person is a citizen of the United States.

NAME	POSITION
Charles M. Brock	Secretary
Thomas D. Brown	Vice President

NAME	POSITION
Gary P. Coughlan	Vice President
Thomas C. Freyman	Treasurer
Honey Lynn Goldberg	Assistant Secretary
John F. Lussen	Vice President, Taxes
Peter J. O'Callaghan -Mr. O'Callaghan is a Canadian citizen -Mr. O'Callaghan's business address is: 595 Burrard Street P.O. Box 49314 Vancouver, British Columbia V7X1L3	Director
Jeffrey L. Smith -Mr. Smith is a Canadian citizen -Mr. Smith's business address is: 7115 Millcreek Drive, Second Floor Mississauga, Ontario L5N3R3	Director
Miles D. White	President and Director

During the last five years, neither Parent nor Purchaser, nor, to the best of their knowledge, any of the foregoing executive officers and directors of Parent or Purchaser has (i) been convicted in a criminal proceeding or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

The total amount of funds required by Purchaser and Parent to consummate the Offer and either the Compulsory Acquisition or the Amalgamation and to pay related fees and expenses is estimated to be approximately U.S.$237,000,000. The total amount of funds required by Parent and Purchaser pursuant to the Major Shareholder Agreements is approximately U.S.$77,746,487. Purchaser will obtain all funds required by it from Parent. Parent will cause the required funds to be made available to Purchaser and Parent expects to obtain all required funds from borrowings at market interest rates. Such borrowings may be repaid by Parent from time to time, in whole or in part, from internally generated funds or from the proceeds of other borrowings.

ITEM 4. PURPOSE OF TRANSACTION.

The purpose of the Offer is to enable Purchaser to acquire any and all outstanding Common Shares. If Purchaser purchases Common Shares pursuant to the Offer, Purchaser intends to exercise its statutory right, if and to the extent available, to acquire all of the Common

Shares not purchased in the Offer by way of a Compulsory Acquisition or an Amalgamation.

Section 255 of the Company Act (British Columbia)("BCCA") permits an offeror to acquire shares not tendered to an offer for all of the shares of a particular class of shares of a corporation if, within four months after the date of the offer, the offer is accepted by the holders of not less than 90% of the shares to which the offer relates, other than shares held at the date of the offer by or on behalf of the offeror or its affiliates or associates (as such terms are defined in the BCCA).

If, pursuant to the Offer, Purchaser acquires less than such number of Common Shares or elects not to pursue a Compulsory Acquisition of Common Shares under the BCCA or such provisions are not otherwise available, Purchaser is required under the Acquisition Agreement, dated as of March 13, 1998, among the Company, Purchaser and Parent to attempt to effect the Amalgamation.

Depending on the number of Common Shares purchased by Purchaser pursuant to the Offer, the Common Shares may no longer meet the listing requirements for the Nasdaq National Market System.

For a further discussion of the effects of the Offer and either the Compulsory Acquisition or the Amalgamation on the Company, see Item 6 below.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) Pursuant to the Major Shareholder Agreements, Parent may be deemed to be the beneficial owner of 5,980,499 Common Shares which represents 33.9% of the total outstanding Common Shares.

(b) Parent has the shared power to vote or to direct the vote of 5,980,499 Common Shares. Pursuant to the Major Shareholder Agreements, each Major Shareholder has agreed to vote to the extent they are permitted to vote at law, all of the Common Shares held by them (i) in the manner directed by Parent with respect to any matters related to the acquisition of the Company, by Parent and (ii) against any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Parent's intended acquisition of the Company. In furtherance of such voting agreement, the Major Shareholders have granted Parent an irrevocable proxy to vote all of the Common Shares held by them in accordance with the foregoing on any matters which may be presented to shareholders of the Company with respect to any matters related to the acquisition of the Company by Parent or any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Parent's proposed acquisition of the Company.

(c) Neither Parent nor Purchaser have effected transactions in Common Shares in the past sixty days except as described herein.

(d) None.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENT, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

THE ACQUISITION AGREEMENT

On March 16, 1998, the Company, Parent and Purchaser entered into an Acquisition Agreement dated as of March 13, 1998 (the "Acquisition Agreement"). Pursuant to the Acquisition Agreement, Purchaser commenced the Offer on March 20, 1998 to purchase any and all outstanding Common Shares for $13.00 per share, net to the seller in cash (the "Offer Price"). The following is a brief summary of the provisions of the Acquisition Agreement. This summary does not purport to be complete and is qualified in its entirety to the Acquisition Agreement which has been filed as an exhibit to this Schedule 13D. Except as provided herein, all capitalized terms not otherwise defined herein shall have the meanings assigned to those terms in the Acquisition Agreement.

THE OFFER

Pursuant to the terms of the Acquisition Agreement, Purchaser was required to commence the Offer no later than the fifth business day following the public announcement of the terms of the Acquisition Agreement. The obligation of Purchaser to accept for payment and pay for any Common Shares tendered pursuant to the Offer is subject only to certain conditions of the offer including (1) there being validly tendered and not properly withdrawn prior to the expiration of the Offer a number of Common Shares which constitutes at least 75% of the Company's outstanding voting power (assuming the exercise of all outstanding options to purchase shares which options are not subject to binding agreements to cancel) (the "Minimum Condition"), and (2) the expiration or termination of any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), the Canadian Competition Act, the Investment Canada Act, any applicable requirements of any laws or regulations relating to the regulation of monopolies or competition in Germany or any applicable requirements of the United Kingdom Fair Trading Act shall not have expired or been terminated. Certain other conditions to the Offer are contained in the Acquisition Agreement. Purchaser may increase the Offer Price and may make any other changes in the terms and conditions of the Offer, provided that Purchaser may only waive the Minimum Condition as long as Purchaser purchases at least a majority of the Common Shares outstanding (assuming the exercise of all outstanding options to purchase Common Shares which options are not subject to binding agreements to cancel) and that, unless previously approved by the Company in writing, no change may be made that decreases the price per Common Share payable in the Offer, changes the form of consideration payable in the Offer, reduces the maximum number of Common Shares that Purchaser offers to purchase in the Offer below a majority of the

Common Shares outstanding (assuming the exercise of all outstanding options to purchase Common Shares which options are not subject to binding agreements to cancel), imposes conditions to the Offer in addition to the conditions set forth in the Acquisition Agreement or otherwise amends the terms of the Offer in any way that would be materially adverse to holders of Common Shares.

Subject to the satisfaction of the conditions set forth in the Acquisition Agreement, Purchaser has agreed to accept for payment and pay for Common Shares which have been validly tendered and not withdrawn pursuant to the Offer as soon as it is permitted to do so under applicable law. Notwithstanding the foregoing, Purchaser (i) may extend the Offer to purchase Common Shares in excess of the Common Shares required to satisfy the Minimum Condition up to the tenth business day following the date on which all conditions to the Offer will first have been satisfied or waived, provided that, by virtue of making any such extension, Purchaser will be deemed to waive and thereafter shall not be entitled to assert any of the conditions to the consummation of the Offer contained in subsections (b), (c), (d) and (e) of Annex A of the Acquisition Agreement, (ii) shall extend the Offer at least until 11:59 p.m. New York City time on the sixth business day following the delivery to Parent of a Notice of Superior Proposal (as defined below) and (iii) shall extend the Offer at least until the expiration of the period set forth in subsections (d) or (e) of Annex A of the Acquisition Agreement if a notice of breach has been delivered in accordance therewith.

The Offer Price payable in the Offer shall be paid net to the seller in cash, upon the terms and subject to the conditions of the Offer.

The Acquisition Agreement requires, as soon as practicable on the date of commencement of the Offer, (a) Parent and Purchaser to file (i) with the Securities and Exchange Commission (the "Commission") a Tender Offer Statement on Schedule 14D-1 with respect to the Offer and (ii) with the appropriate Canadian authorities any required filings with respect to the Offer, which in the case of both (i) and (ii) will contain the offer to purchase and form of the related letter of transmittal and (b) the Company to file a combined Solicitation/Recommendation Statement on Schedule 14D-9 and any Director Circulars required by Canadian law which it will mail to shareholders promptly at the time of the commencement of the Offer. Purchaser and the Company also agreed to take all steps necessary to cause the offer to purchase and form of the related letter of transmittal to be disseminated to holders of Common Shares as and to the extent required by applicable U.S. and Canadian laws.

At the consummation of the Offer, the Company's Board of Directors will (i) terminate the International Murex Technologies Corporation Amended and Restated Employee Stock Purchase Plan ("ESPP") and (ii) notify all participants thereunder of its termination.

The Company represented in the Acquisition Agreement that the Company's Board of Directors had made appropriate amendments to and determinations (the "Rights Plan Amendments and Determinations") under the Company's Rights Plan dated August 31, 1995 between the Company and The Bank of New York (the "Rights Plan"), including without limitation: (i) an amendment to the definition of "Acquiring Person" under the Rights Plan

to exclude Parent, Purchaser and their subsidiaries from that definition; (ii) an amendment to the definition of "Separation Time" under the Rights Plan to provide that the Separation Time shall not occur by virtue of the execution of the Acquisition Agreement or the Major Shareholder Agreements, the consummation of the transactions contemplated or permitted thereunder or the acquisition or purchase of Common Shares by Parent, Purchaser or their subsidiaries and a determination by the Company's Board of Directors to the same effect; and (iii) a determination by the Company's Board of Directors approving the acquisition of Common Shares by Parent, Purchaser or their subsidiaries pursuant to the Acquisition Agreement or the Major Shareholder Agreements, or any other acquisition or purchase of Common Shares by Parent, Purchaser or their subsidiaries.

BOARD REPRESENTATION

Promptly upon the purchase by Purchaser of Common Shares pursuant to the Offer and from time to time thereafter, so long as Parent and Purchaser are not in material breach of their respective obligations under the Acquisition Agreement, Purchaser will be entitled to designate a number of directors on the Company's Board of Directors equal to the product of (i) the total number of directors on the Company's Board of Directors and (ii) Purchaser's percentage ownership of the outstanding Common Shares of the Company. The Company, at the request of the Purchaser, will either increase the size of the Company's Board of Directors or secure the resignation of the necessary number of directors to enable Purchaser's designees to be elected to the Company's Board of Directors, and will cause such designees to be elected to the Company's Board of Directors; provided, however, that at all times prior to the Completion of the Acquisition at least two persons who are directors of the Company as of March 13, 1998 (or persons designated by them) ("Continuing Directors") shall remain directors of the Company.

Following the election or appointment of Purchaser's designees, any amendment to the Acquisition Agreement or the Articles of Association or the Memorandum of Association, any termination of the Acquisition Agreement by the Company, and any extension by the Company of the time for performance of obligations or the waiver of any rights under the Acquisition Agreement will require the concurrence of at least fifty percent of the Continuing Directors.

COMPANY STOCK OPTIONS

Unless Parent and the Company make the Option Election (as defined below), the Company will, prior to completion of the Offer: (i) use its best efforts to amend each outstanding stock option, warrant or other right to acquire Common Shares ("Company Options") or any plans with respect to Company Options to permit vesting of unvested and exercise of Company Options contingent on consummation of the Offer; (ii) declare all Company Options to be fully exercisable and vested prior to the completion of the Offer and contingent on consummation of the Offer; and (iii) use its best efforts to cause the holders of Company Options to exercise their Company Options and tender the Common Shares so acquired in the Offer.

Parent and the Company may agree, after consulting their respective counsel, to implement the steps described in Section 1.4(b) of the Acquisition Agreement and summarized in this paragraph (the "Option Election") instead of the steps

described in the preceding paragraph. If the parties make the Option Election: (i) immediately prior to consummation of the Offer, the Company will offer to pay to the holder of each Company Option, in exchange for the agreement by such holder to cancel his, her or its Company Options, an amount equal to (x) the difference between the Offer Price and the per Common Share exercise price of such Company Option, multiplied by (y) the number of Common Shares underlying such holder's Company Option; (ii) the Company will use its best efforts to cause the holders of Company Options to accept the Company's offer set forth above and enter into appropriate cancellation agreements; and (iii) Parent will, immediately following consummation of the Offer, lend to (subject to any of the Company's contractual restrictions and at the Applicable Federal Rate) or contribute to the capital of the Company cash in an amount equal to the amount necessary to satisfy payment by the Company of the amounts required under the Option Election.

The Company, Parent and the Company's Board of Directors shall take whatever actions are required such that, as of the Effective Time (as defined below), any Company Options not exercised or canceled pursuant to the preceding two paragraphs are converted into a fully vested and exercisable right to acquire common stock of Parent in a manner that is substantially consistent with the requirements applicable to "issuing or assuming a stock option in a transaction to which section 424(a) applies," as that phrase is defined in Section 424(a) of the Internal Revenue Code of 1986, as amended; provided that the Company Options (and any replacements) will not confer on the holders thereof any rights to acquire securities of the Company. Parent will cooperate in whatever actions are required for the Company's Board of Directors to implement this procedure.

THE ACQUISITION

The Acquisition Agreement provides for the completion of the acquisition of the Company by Purchaser or Parent (the "Completion of the Acquisition") through either (1) the Compulsory Acquisition if Purchaser has purchased at least 90% of the outstanding Common Shares in the Offer to permit a Compulsory Acquisition or, if not, (2) the Amalgamation of Purchaser with the Company following the Offer upon the terms and subject to the conditions summarized below and set forth in the Acquisition Agreement and in any other agreement required to effect the Amalgamation.

The acquisition will become effective (the "Effective Time") (i) in the case of the Compulsory Acquisition, at such time as all outstanding Common Shares are owned, directly or indirectly, by Purchaser or Parent, and (ii) in the case of the Amalgamation, at the time at which a certificate of amalgamation is issued by the British Columbia Registrar of Companies.

Purchaser must own 90% or more of the outstanding Common Shares to effect a Compulsory Acquisition. Subject to the satisfaction or waiver of the conditions set forth in the Acquisition Agreement, if after purchasing Common Shares in the Offer (and, if Purchaser chooses to do so, through open market purchases for 30 days or less), Purchaser owns enough Common Shares to effectuate a Compulsory Acquisition, Purchaser shall, as promptly as practicable thereafter, effectuate a Compulsory Acquisition in which every

shareholder of the Company other than Purchaser surrenders his, her or its ownership of Common Shares to Purchaser in exchange for the payment by Purchaser to each such shareholder of the Offer Price, all in accordance with the provisions of Section 255 of the BCCA. Purchaser will as promptly as practicable make such filings and take such other actions as are necessary to implement the Compulsory Acquisition. Following a Compulsory Acquisition, the Company would continue in its present form.

Subject to the satisfaction or waiver of the conditions set forth in the Acquisition Agreement, if after purchasing Common Shares in the Offer, Purchaser does not own enough Common Shares to effectuate a Compulsory Acquisition (and has not acquired enough Common Shares within 30 days through open market purchases if Purchaser has chosen to make such open market purchases), the parties will as soon as practicable thereafter consummate the Amalgamation as described in the next sentence and in any amalgamation agreement entered into to effect the Amalgamation (the "Amalgamation Agreement"). At the Effective Time of the Amalgamation: (i) Purchaser will amalgamate with the Company; (ii) the separate existence of Purchaser and the Company will cease; and (iii) a newly formed company ("Amalco") will continue as the successor company to the business and the undertakings theretofore undertaken by the Company and Purchaser.

In connection with an Amalgamation, the Company, acting through the Company's Board of Directors, will, in accordance with applicable law as soon as practicable following the consummation of the Offer:

(i) duly call, give notice of, convene and hold an annual or special meeting of its shareholders (the "Shareholders' Meeting") for the purpose of considering the Amalgamation;

(ii) subject to the Company's Board of Directors' fiduciary obligations under applicable law, include in the Proxy Statement for the Shareholders' Meeting the recommendation of the Company's Board of Directors that shareholders of the Company vote in favor of the Amalgamation and the transactions contemplated by the Acquisition Agreement; and

(iii) use its reasonable best efforts (A) to obtain and furnish the information required to be included by it in the Proxy Statement and, after consultation with Parent, respond promptly to any comments made by the Commission or the appropriate Canadian authorities with respect to the Proxy Statement and any preliminary version thereof and cause the Proxy Statement to be mailed to its shareholders at the earliest practicable time following the consummation of the Offer and (B) to obtain the necessary approvals by its shareholders of the Amalgamation.

Parent will, and will cause Purchaser to, cause all Common Shares beneficially owned by them to be present and voting for the purpose of a quorum and to be voted affirmatively in favor of the Amalgamation at any meeting or solicitation of consents with respect thereto.

At the Effective Time, by virtue of the Amalgamation and without any action on the part of Parent, Purchaser, the Company or the holders of any of the following securities:

(i) Each Common Share outstanding immediately prior to the Effective Time (except Common Shares subject to (ii)) will be exchanged for one Preference Share, as contemplated in the Amalgamation Agreement. In turn, each Preference Share will be immediately redeemed by Amalco upon payment to each remaining holder of Common Shares of the Offer Price for each Preference Share.

(ii) Any Common Shares issued and outstanding immediately prior to the Effective Time and owned directly or indirectly by Purchaser, if any, will be canceled and retired, and no consideration will be delivered in exchange therefor.

(iii) Each common share of Purchaser outstanding immediately prior to the Effective Time will be exchanged for an identical number of Amalco common shares.

As soon as practicable after the Effective Time, Parent will cause The Bank of New York (the "Exchange Agent") to mail to each person who was a holder of record of Common Shares or Company Options at the Effective Time: (i) a letter of transmittal (which will specify conditions on the exchange of Common Shares); and (ii) instructions for use in effecting the surrender of Common Share certificates in exchange for the aggregate Offer Price due each holder of Common Shares at the Effective Time. Upon surrender of Common Share certificates for cancellation to the Exchange Agent or to such other agent or agents as may be appointed by Parent, together with such letter of transmittal, duly executed, and such other documents as may be required by the Exchange Agent or such other agent, the holder of such Common Share certificates will be entitled to receive in exchange therefor the aggregate amount of the Offer Price due each holder of Common Shares at the Effective Time and the Common Share certificates so surrendered will be canceled.

After the Effective Time, each outstanding Common Share certificate will, until surrendered for exchange as described above, be deemed for all purposes to evidence only the right to receive the aggregate Offer Price in respect of such Common Share certificate.

Notwithstanding anything in the Acquisition Agreement to the contrary, a shareholder of the Company who did not tender Common Shares pursuant to the Offer may exercise the rights granted under the BCCA to apply to court in connection with Purchaser's plan to acquire any outstanding Common Shares pursuant to the Compulsory Acquisition. A shareholder of the Company who did not tender Common Shares pursuant to the Offer may exercise rights of dissent in the manner set forth in Section 207 of the BCCA in connection with the Amalgamation. If, after the Effective Time, such holder fails to perfect or withdraws or loses his, her or its right to apply to court to dissent, as applicable, such Common Shares will be treated as if they had been converted, as of the Effective Time, into a right to receive the Offer Price without interest thereon. The Company will give Parent prompt notice of any notices or demands received by the Company for appraisal of Common Shares, and, prior to the Effective Time, Parent will have the right to participate in all negotiations and proceedings with respect to such demands. Prior to the Effective Time, the

Company shall not, except with the prior written consent of Parent, make any payment with respect to, or settle or offer to settle, any such demands.

REPRESENTATIONS AND WARRANTIES

The Acquisition Agreement contains various representations and warranties of the Company, including representations by the Company, as to: (i) organization, qualification and similar corporate matters of the Company and its subsidiaries, (ii) capitalization of the Company and its subsidiaries, (iii) the authorization, execution, delivery, performance and enforceability of the Acquisition Agreement, (iv) the non-contravention of the Acquisition Agreement and related transactions with any provision of the Memorandum of Association or Articles of Association, material contract, order, law or regulation to which the Company or its subsidiaries is a party or by which it is bound or obligated, (v) the filing of required Commission reports and the absence of untrue statements of material facts or omissions of material facts in such reports, (vi) the absence of changes or events which have had a material adverse effect on the Company and the absence of certain derivative instruments that would result in a material adverse effect on the Company, (vii) the absence of any untrue statement of a material fact or omission of any material fact required to be stated in any recommendation statement of the Company's Board of Directors or document related to the Offer, (viii) the absence of payments to any intermediary other than listed intermediaries of any finder's, professional or other fee or commission, (ix) claims and litigation, (x) the filing of tax returns and the payment of taxes, (xi) employee benefits matters, (xii) compliance with laws, rules, statutes, orders, ordinances or regulations, and material notes, bonds, mortgages, indentures, contracts, agreements, leases, licenses, permits, franchise or other instruments or obligations of the Company or any of its subsidiaries which would result in a material adverse effect, (xiii) the absence of environmental claims and compliance with all environmental laws and regulations, (xiv) possession of all necessary rights and licenses in intellectual property, (xv) contracts, agreements, indentures, leases, mortgages, licenses, plans, arrangements, understandings, commitments and other instruments (the "Significant Agreements"), (xvi) possession of all necessary insurance, (xvii) the absence of real property ownership and the possession and enforceability of all real property leases, (xviii) labor matters, (xix) the absence of notices, citations or decisions of governmental or regulatory bodies and recalls or warning letters from the United States Food and Drug Administration or non-U.S. counterparts with respect to any product produced, manufactured, marketed or distributed by the Company, and possession of and compliance with all necessary approvals, clearances, authorizations, licenses and registrations relating to the such products and (xx) applicable voting requirements.

The Acquisition Agreement contains various customary representations and warranties of Parent and Purchaser, including representations by Parent and Purchaser as to: (i) organization, qualification and similar corporate matters of Parent and Purchaser, (ii) the authorization, execution, delivery, performance and enforceability of the Acquisition Agreement, (iii) the non-contravention of the Acquisition Agreement and related transactions with any provision of the Certificate of Incorporation or By-Laws of Parent, the Memorandum of Association or Articles of Association of Purchaser, by-law, material contract, order, law or regulation to which Parent or Purchaser is a party or by which it is

bound or obligated, (iv) the absence of untrue statements of material facts or omissions of material facts in any documents related to the Offer and in information provided to the Company in connection with the Schedule 14D-1 and proxy statement, (v) the absence of prior activities of Purchaser other than in connection with or as contemplated by the Acquisition Agreement, (vi) the availability of all funds necessary to satisfy Purchaser's obligations under the Acquisition Agreement and (vii) the lack of beneficial or record ownership of any Common Shares by Parent or Purchaser immediately prior to execution of the Acquisition Agreement.

COVENANTS

CONDUCT OF BUSINESS OF THE COMPANY. From the date of the Acquisition Agreement to the time Purchaser's designees are elected as directors of the Company, the Company and its subsidiaries will each conduct its operations in the ordinary course of business consistent with past practice, and the Company and its subsidiaries will each use its reasonable best efforts to preserve its business organization, to keep available the services of its officers and employees and to maintain existing relationships with licensors, licensees, suppliers, contractors, distributors, customers and others having business relationships with it.

Accordingly, prior to the date Purchaser's designees are elected to the Company's Board of Directors, neither the Company nor any of its subsidiaries may, without the prior written consent of Purchaser, which consent will not be unreasonably withheld or delayed, engage or agree to engage in an enumerated list of transactions generally characterized as being outside the ordinary course of business. Transactions requiring Purchaser's prior approval include (but are not limited to) actions by the Company or its subsidiaries to: (i) amend its Articles of Association or Memorandum of Association or increase or propose to increase the number of directors; (ii) authorize for issuance, issue, sell, deliver or agree to commit to issue, sell or deliver any stock of any class or any other securities or equity equivalents (including, without limitation, stock appreciation rights), except under the ESPP, the issuance of up to 16,816 Common Shares pursuant to the Company's bonus plan or as required by option agreements as in effect as of the date of the Acquisition Agreement, or amend any of the terms of any such securities or agreements outstanding as of the date of the Acquisition Agreement; (iii) split, combine or reclassify any shares of its capital stock, declare, set aside or pay any dividend or other distribution (whether in cash, stock, or property or any combination thereof) in respect of its capital stock, or redeem, repurchase or otherwise acquire any of its securities or any securities of its subsidiaries; (iv) incur any debt or issue any debt securities or (except in the ordinary course of business consistent with past practice) assume, guarantee or endorse the obligations of any other person, make any loans, advances or capital contributions to, or investments in, any other person (other than to wholly owned subsidiaries of the Company), pledge or otherwise encumber shares of capital stock of the Company or any of its subsidiaries or (except in the ordinary course of business consistent with past practice) mortgage or pledge any of its assets or create any lien thereupon other than Permitted Liens (as defined in the Acquisition Agreement); (v) enter into, adopt, amend or terminate any bonus, profit sharing, compensation, severance, termination, or other employee benefit arrangement not required by any such plan or arrangement; (vi) acquire, sell, lease, encumber, transfer or dispose of any assets of the Company and its subsidiaries; (vii) change any of the accounting principles or practices used by it, except as may be required as a result of a change in law or in generally accepted

accounting principles; (viii) acquire any corporation, partnership or other business organization or division thereof, authorize any new expenditure in excess of U.S.$200,000 between March 13, 1998 and March 31, 1998 and, thereafter, in excess of the amounts set forth in the monthly capital budgets to be prepared by the Company and approved by Parent in its reasonable discretion or settle any litigation; (ix) make any material tax election or settle or compromise any material tax liability; (x) pay, discharge or satisfy any claims, liabilities or obligations outside the ordinary course of business or not in accordance with their terms, except where such action would not result in a material adverse effect; (xi) terminate, modify, amend or waive compliance with any material provision of, any of the Significant Agreements, or fail to take any action necessary to preserve the material benefits of any Significant Agreement to the Company or any of its subsidiaries; (xii) enter into any agreement providing for the acceleration of payment or performance or other consequence as a result of a change in control of the Company; (xiii) enter into any agreement providing for any license (other than trademark or service mark licenses under supply or distribution contracts entered into in the ordinary course of business), sale, assignment or otherwise transfer any intellectual property or grant any covenant not to sue with respect to any of its intellectual property; (xiv) enter into any commitments to professionals outside the ordinary course of business or in excess of the amounts represented and warranted; (xv) cancel or terminate any material insurance policies (other than in connection with acquiring substantially equivalent replacement policies) or reduce the amount of coverage thereunder; or (xvi) agree to take any action which would violate the covenants.

ACCESS TO INFORMATION. The Company will give Parent and Purchaser and their representatives reasonable access to all necessary information. Parent and Purchaser have agreed to be bound by the Confidentiality Agreement dated February 22, 1998, described below.

REASONABLE BEST EFFORTS. Each of the parties will use its reasonable best efforts to take all actions and do all things reasonably necessary to consummate and make effective the transactions contemplated by the Acquisition Agreement.

PUBLIC ANNOUNCEMENTS. Parent and Purchaser, on the one hand, and the Company, on the other hand, will consult with each other before issuing any press release or otherwise making any public statements with respect to the transactions contemplated by the Acquisition Agreement.

INDEMNIFICATION. For a period not less than six years from the Effective Time, Parent will (i) indemnify and hold harmless the directors, officers, employees and agents of the Company (the "Indemnified Parties") from and against claims, losses or obligations arising out of events occurring prior to the Effective Time and relating to their service as a director, officer, employee or agent of the Company except to the extent an Indemnified Party has acted in bad faith or in a manner he did not reasonably believe to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful and (ii) cause the Company or Amalco, as the case may be, to maintain in effect the provisions in its Articles of Association and Memorandum of Association containing the provisions with respect to

exculpation of director and officer liability and indemnification set forth in the Articles of Association and Memorandum of Association of the Company on the date of the Acquisition Agreement.

In the event of any claim made against an Indemnified Party covered above, unless Parent, the Company or Amalco has elected to defend that claim, Parent, the Company or Amalco shall advance the reasonable fees and expenses of counsel selected by that Indemnified Party (which counsel shall be reasonably satisfactory to Parent and which counsel shall be the same for all Indemnified Parties unless a conflict of interest between them requires more than one counsel), upon receipt of a written undertaking by or on behalf of that Indemnified Party to repay such amounts if it shall ultimately be determined that Indemnified Party is not entitled to be indemnified as described here.

Parent will cause Amalco to use its reasonable best efforts to maintain in effect for six years from the Effective Time, to the extent available, the coverage provided by the current directors' and officers' liability insurance policies maintained by the Company with respect to matters occurring prior to the Effective Time; provided, however, that Amalco will not be required to incur any annual premium in excess of 200% of the last annual aggregate premium paid prior to the date of the Acquisition Agreement for all current directors' and officers' liability insurance policies maintained by the Company.

NOTIFICATION OF CERTAIN MATTERS. The Company will give prompt notice to Parent or Purchaser, and Parent or Purchaser will give prompt notice to the Company, as the case may be, of (i) the occurrence, or non-occurrence of any event which would be likely to cause any representation or warranty contained in the Acquisition Agreement to be untrue or inaccurate and (ii) any failure of the Company, Parent or Purchaser, as the case may be, to comply with or satisfy any covenant, condition or agreement under the Acquisition Agreement.

TERMINATION OF STOCK PLANS. The Company's Board of Directors (or, if appropriate, any committee thereof) will adopt such resolutions or take such other actions as are required (i) to suspend the ESPP and employee contributions thereto effective as of March 16, 1998, (ii) to terminate the ESPP as of the date that Common Shares are purchased in the Offer and (iii) to ratify, for purposes of Section 16(b) of the Exchange Act, the transactions described in this paragraph. If the date of the consummation of the Offer occurs prior to the next Investment Date (as defined in the ESPP), then the ESPP will refund the payroll deductions made by the ESPP participants during the Offering Period (as defined in the ESPP) immediately preceding that Investment Date to the participants. If the date of the consummation of the Offer occurs on or after the Investment Date, then the payroll deductions will be applied to make purchases of Common Shares as provided in the ESPP.

Prior to the consummation of the Offer, the Company's Board of Directors (or, if appropriate, any committee thereof) will adopt resolutions or take other actions necessary to ensure that, following the Effective Time, no participant in any stock, stock option, stock appreciation or other benefit plan of the Company or any of its subsidiaries will have any right thereunder to acquire any capital stock of Company or Amalco.

NO SOLICITATION. The Acquisition Agreement requires the Company immediately to cease any existing discussions or negotiations with any third parties with respect to any inquiry, proposal or offer for an amalgamation, merger, consolidation, business combination, sale of substantial assets, sale of shares of capital stock (including, without limitation, by way of a tender offer) or similar transactions involving the Company or any of its subsidiaries (an "Acquisition Proposal"). The Company will not, directly or indirectly, through any officer, director, employee, representative or agent or any of its subsidiaries, (i) solicit, initiate, continue or encourage an Acquisition Proposal, (ii) solicit, initiate, continue or engage in negotiations or discussions concerning, or provide any non-public information or data to any person or entity relating to, any Acquisition Proposal, or (iii) agree to approve or recommend any Acquisition Proposal; provided, that (A) if the Company's Board of Directors determines, based on the written advice of its independent financial advisors, that such Acquisition Proposal would, if consummated, result in a transaction more favorable to the Company's shareholders from a financial point of view than the transactions contemplated by this Acquisition Agreement and the Company's Board of Directors determine in good faith, based upon the written advice of independent legal counsel, that to do so would be required for the discharge of its fiduciary obligations, the Company may, after receiving an executed confidentiality agreement (with terms no less favorable to the Company than those contained in the Confidentiality Agreement entered into with Parent), furnish nonpublic information or data to, or enter into discussions or negotiations with, any person in connection with an unsolicited Acquisition Proposal or recommend an unsolicited Acquisition Proposal to the shareholders of the Company or (B) the Company may comply with Rule 14e-2 promulgated under the Exchange Act with regard to an Acquisition Proposal.

If the Company's Board of Directors determine in good faith that any Acquisition Proposal constitutes a Superior Proposal (as defined below), the Company's Board of Directors will promptly give written notice, specifying the identity of the other party and the structure and material terms of such Superior Proposal (a "Notice of Superior Proposal"), to Parent. The Company's Board of Directors may (subject to the following sentences of this paragraph and compliance with the paragraph captioned "Termination" below), to the extent the Company's Board of Directors determines in good faith based upon written advice of independent legal counsel that it is necessary in order to comply with its fiduciary duties under applicable law, approve or recommend any such Superior Proposal, approve or authorize the Company's entering into an agreement with respect to such Superior Proposal, approve the solicitation of additional takeover or other investment proposals or terminate the Acquisition Agreement, in each case at any time after the fifth business day following delivery to Parent of the Notice of Superior Proposal. The Company may take any of the foregoing actions pursuant to the preceding sentence only if an Acquisition Proposal that was a Superior Proposal at the time of delivery of a Notice of Superior Proposal continues to be a Superior Proposal in light of any improved transaction proposed by Parent prior to the expiration of the five business day period specified in the preceding sentence. A "Superior Proposal" means any bona fide proposal for an Acquisition Proposal that the Company's Board of Directors determines in their good faith reasonable judgment, based on the written advice of its financial advisors, to be made by a person with the financial ability to consummate such proposal and to provide greater aggregate value to the Company and/or the

Company's shareholders than the transactions contemplated by the Acquisition Agreement or otherwise proposed by Parent as contemplated in this paragraph.

The Company will advise Parent of all such nonpublic information delivered to such person, and will notify Parent immediately (and in no event later than 24 hours) after receipt by the Company of any Acquisition Proposal or any request for nonpublic information in connection with an Acquisition Proposal or for access to the properties, books or records of the Company by any person or entity that informs the Company that it is considering making, or has made, an Acquisition Proposal.

Such notice will be made orally and in writing and shall indicate in reasonable detail the identity of the offeror and the terms and conditions of such proposal, inquiry or contract.

CHIRON LICENSE AGREEMENT. Immediately following the execution of the Acquisition Agreement, the Company delivered notice to Chiron Corporation ("Chiron") and Johnson & Johnson/Ortho Diagnostics Systems, Inc. ("Ortho") pursuant to Clause 27 of the Agreement dated August 27, 1996 among Chiron, Ortho, and the Company (the "Chiron/Ortho Agreement") that a Change in Control (as defined therein) had occurred. Chiron and Ortho have the option, to be exercised in writing within 15 business days to purchase at fair value the HCV immunoassay business of the Company.

Without the prior written consent of Parent, the Company will not amend, waive, modify, supplement or otherwise alter any provision of the Chiron/Ortho Agreement, nor shall the Company offer to enter into or enter into any contract, agreement, understanding or other arrangement with any person respecting the Chiron/Ortho Agreement or the subject matter thereof. Without the prior written consent of Parent, under no circumstances shall the Company propose, negotiate or agree to any "fair value" as that term is described in Clause 27 of the Chiron/Ortho Agreement except, after consultation with Parent, as is otherwise specifically required to comply with the Chiron/Ortho Agreement or required by applicable law. The Company and its affiliates will receive and retain respectively, in the Company and, as the case may be, its affiliates, any and all proceeds of any sale of the HCV immunoassay business for fair value pursuant to Clause 27 of the Chiron/Ortho Agreement. No exercise of the option contained in Clause 27 of the Chiron/Ortho Agreement or the sale of HCV immunoassay business resulting therefrom shall be deemed to be a breach of any representation, warranty or covenant contained in the Acquisition Agreement, nor shall any such exercise be deemed to cause any condition contained in the Acquisition Agreement or the Offer to be unsatisfied.

LITIGATION BETWEEN PARENT AND THE COMPANY. Immediately after the execution of the Acquisition Agreement, the parties will (i) cease to actively prosecute the patent infringement litigation between the Company and Parent, pending in the District Court for the Northern District of Georgia (No. 96-CV1676) (the "Abbott Litigation") and (ii) ask the court in the Abbott Litigation to stay that litigation. Promptly after the purchase by Purchaser of Common Shares pursuant to the Offer, the Company and Parent will take all steps necessary to dismiss with prejudice the Abbott Litigation.

RIGHTS PLAN. Unless the Acquisition Agreement the Major Shareholder Agreements have terminated without the purchase or acquisition by Parent or one of its subsidiaries of Common Shares pursuant to one or both of those agreements, the Company will not amend or modify the Rights Plan in a manner that would in any way nullify or conflict with the resolutions and determinations related to the Rights Plan approved by the Company's Board of Directors on March 15, 1998 and will not adopt any new shareholder rights plan or agreement or similar agreement, plan or measure that would nullify or conflict with the Rights Plan Amendments and Determinations, have an adverse effect on Parent, Purchaser or any of their subsidiaries if Parent, Purchaser or any of their subsidiaries purchase or acquire, or propose to purchase or acquire, any securities of the Company or enter into any agreement requiring or permitting the purchase or acquisition of any securities of the Company.

POST-OPTION EXERCISE. If the Acquisition Agreement has been terminated and Parent or any of its subsidiaries have purchased any Common Shares pursuant to any Major Shareholder Agreement: (i) Parent and Purchaser will for six months following such purchase use reasonable best efforts to consummate the Amalgamation on essentially the same terms and conditions provided in the Acquisition Agreement, except that certain of the conditions to closing will be deemed to be waived; and (ii) if, despite the transaction contemplated by (i) above, the Amalgamation is not effected, Parent has agreed that it and its affiliates will not, for three years following the purchase of Common Shares pursuant to any Major Shareholder Agreement, acquire beneficial ownership of any Common Shares at less than the Offer Price (as adjusted for stock splits and similar events); PROVIDED, HOWEVER, that the restrictions described in this paragraph will not apply to the acquisition of less than 2% of the outstanding Common Shares by pension plans or similar fiduciary entities of Parent.

CONDITIONS TO THE COMPLETION OF THE ACQUISITION

The obligations of the Company, Parent and Purchaser under the Acquisition Agreement are subject to the satisfaction or, if appropriate, waiver of the following conditions:

(i) SHAREHOLDER APPROVAL. If required by applicable law, the Amalgamation will have been approved by the affirmative vote of the shareholders of the Company by the requisite vote in accordance with applicable law and any court approval required for the Amalgamation will have been obtained.

(ii) NO PROHIBITION. No order, decree or ruling or other action restraining, enjoining or otherwise prohibiting the Completion of the Acquisition, which will have been issued or taken by any court or other governmental body.

(iii) WAITING PERIOD. Any waiting period applicable to the Completion of the Acquisition under applicable law will have terminated or expired and the Canadian Office of Fair Trading has indicated, in terms satisfactory to Parent and Purchaser, that it is not the intention of the Canadian Secretary of State for Trade and Industry to refer the proposed acquisition of the Company, or any matter arising therefrom which

directly affects Parent, Purchaser or the Company, to the Canadian Monopolies and Mergers Commission.

(iv) PURCHASE OF COMMON SHARES. Purchaser will have purchased Common Shares pursuant to the Offer.

The obligations of Parent and Purchaser under the Acquisition Agreement are subject to the satisfaction or waiver by Parent at or prior to the Effective Time of the following further conditions: (i) the Company will have performed in all material respects its covenants, agreements and obligations up to the Effective Time; and (ii) unless Purchaser has purchased Common Shares pursuant to the Offer and except as otherwise contemplated by the Acquisition Agreement, the representations and warranties of the Company contained in the Acquisition Agreement which are qualified as to materiality will be true and correct and those which are not so qualified will be true and correct in all material respects, in each case, as of the date when made and at and as of the closing as though newly made at and as of that time.

The obligations of the Company under the Acquisition Agreement are subject to the satisfaction or waiver by the Company, at or prior to the Effective Time, of the further condition that Parent and Purchaser will have performed in all material respects their respective covenants, agreements and obligations under the Acquisition Agreement up to the Effective Time.

TERMINATION

The Acquisition Agreement provides that the Acquisition Agreement may be terminated and the Offer and the Completion of the Acquisition may be abandoned: (i) at any time prior to the consummation of the Offer by mutual written consent of Parent, Purchaser and the Company; (ii) at any time prior to the Effective Time by Parent or the Company to the extent that performance is prohibited, enjoined or otherwise materially restrained by any final, non-appealable judgment; (iii) at any time on or after August 31, 1998 if Purchaser has not purchased any Common Shares pursuant to the Offer; PROVIDED, that the right to terminate the Acquisition Agreement under this clause is not available to any party whose failure to fulfill any obligation under the Acquisition Agreement has been the cause of or resulted in such failure to purchase; (iv) by Parent prior to the purchase by Purchaser of Common Shares pursuant to the Offer, if (a) there has been a breach of any representation or warranty of the Company contained in the Acquisition Agreement which would reasonably be expected to materially and adversely affect the expected benefits for Parent of the transactions contemplated under the Acquisition Agreement or prevent the consummation of the Offer or the Completion of the Acquisition or (b) there has been a breach of any covenant or agreement of the Company contained in the Acquisition Agreement which would reasonably be expected to materially and adversely affect the expected benefits for Parent of the transactions contemplated hereunder or prevent the consummation of the Offer or the Completion of the Acquisition and which, in the case of either (a) or (b) above, if curable, has not been cured prior to the earlier of ten business days following notice of such breach; (v) prior to the purchase of Common Shares pursuant to the Offer and no earlier than five

business days after the receipt by Parent of a Notice of Superior Proposal, if the Superior Proposal described in such Notice of Superior Proposal continues to be a Superior Proposal in light of any transaction proposed by Parent prior to the expiration of the fifth business day after the receipt by Parent of such Notice of Superior Proposal, by the Company if the Company's Board of Directors determine in good faith, based upon the written advice of its independent financial advisors, that such Acquisition Proposal would, if consummated, result in a transaction more favorable to the Company's shareholders from a financial point of view than the transactions contemplated by the Acquisition Agreement and the Company's Board of Directors determines in good faith, based upon the written advice of independent legal counsel, that such action is required for the discharge of their fiduciary duties to shareholders under applicable law; (vi) at any time prior to the consummation of the Offer by Parent if the Company's Board of Directors withdraws or modifies in a manner adverse to Parent or Purchaser its approval of the Offer, the Acquisition Agreement, the Completion of the Acquisition, its recommendation to the Company's shareholders; or (vii) by the Company prior to the purchase by Purchaser of Common Shares pursuant to the Offer, if there shall have been a breach of any representation or warranty of Parent or Purchaser contained in the Acquisition Agreement which would reasonably be expected to materially and adversely affect the expected benefits for the Company's shareholders of the transactions contemplated under the Acquisition Agreement or prevent the consummation of the Offer or the Completion of the Acquisition or there has been a breach of any covenant or agreement of Parent or Purchaser contained in the Acquisition Agreement which would reasonably be expected to materially and adversely affect the expected benefits for the Company's shareholders of the transactions contemplated hereunder or prevent the consummation of the Offer or the Completion of the Acquisition and which, in the case of either (a) and (b) above, if curable, has not been cured prior to ten business days following notice of such breach.

If the Acquisition Agreement is terminated pursuant to (a) clause (iii) due to a failure to satisfy the Minimum Condition at any time after any person has made an Acquisition Proposal and, within twelve months of the date of such termination, the Company enters into a definitive agreement relating to an Acquisition Proposal at a price per Common Share that exceeds the Offer Price with any person, (b) clauses (iv), (v) or (vi) above, the Company will pay Parent a non-refundable fee of U.S.$10 million plus expenses of U.S.$2 million (except for a termination under clause (iv) above, in which case only expenses of U.S.$2 million shall be payable).

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations and warranties in the Acquisition Agreement shall not survive beyond the consummation of the Offer. The covenants and agreements in the Acquisition Agreement shall survive in accordance with their respective terms, including, but not limited to the "Indemnification" paragraph above.

AMENDMENT; EXTENSION; WAIVER

Subject to approval by the Company's Board of Directors in the manner described above under "Board Representation," the Acquisition Agreement may be amended by the Company, Parent and Purchaser in a writing signed on behalf of each of the parties; however, after approval of the Acquisition by the shareholders of the Company (if required by applicable law), no amendment may decrease the Offer Price or change the form thereof which adversely affects the shareholders without approval of such shareholders.

Subject to approval by the Company's Board of Directors in the manner described above under "Board Representation," at any time prior to the Effective Time, the Company, on the one hand, and Parent and Purchaser, on the other hand, may in writing (i) extend the time for the performance of any of the obligations or other acts of the other party, (ii) waive any inaccuracies in the representations and warranties of the other party or (iii) waive compliance by the other party with any of the agreements or conditions contained in the Acquisition Agreement.

EXPENSES

Subject to the payment of a fee by the Company to Purchaser if the Acquisition Agreement is terminated under certain circumstances, each party shall bear its own expenses and costs in connection with the Acquisition Agreement and the transactions contemplated thereby.

GOVERNING LAW

The Acquisition Agreement is governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflict of laws thereof.

SHAREHOLDER AGREEMENTS

The following summary of the Major Shareholder Agreements and the Shareholder Letters (as defined below) does not purport to be complete and is qualified in its entirety to the complete text of such agreements, which are filed as exhibits to this Schedule 13D and incorporated herein by reference.

Pursuant to the Major Shareholder Agreements, the Major Shareholders have agreed to tender all of the Common Shares held by them into the Offer. In addition, the Major Shareholders have granted Parent an option (the "Major Shareholder Options") to purchase all Common Shares held by them for the Offer Price. The Major Shareholder Options are exercisable by Parent at any time until the Acquisition Agreement is terminated, unless the Acquisition Agreement is terminated (i) by Parent due to a material breach by the Company under the Acquisition Agreement, (ii) by the Company in the event of a Superior Proposal if the Company's Board of Directors determine that such action is required for the discharge of their fiduciary duties to shareholders or (iii) by Parent if the Company's Board of Directors shall have withdrawn or modified its recommendation regarding the Offer, the Acquisition Agreement, the

Compulsory Acquisition or the Amalgamation or the Company shall have entered into an agreement providing for an Acquisition Proposal, in which case, the Major Shareholder Options may be exercised by Parent until the later of (A) five business days following such termination of the Acquisition Agreement or (B) two business days following the receipt by Parent of any required governmental consents required in connection with the exercise of the Major Shareholder Options.

Pursuant to the Major Shareholder Agreements, the Major Shareholders have agreed not to sell, transfer or encumber any of the Common Shares held by them except in the Offer or otherwise to Parent. In addition, the Major Shareholders have agreed to vote, to the extent they are permitted to vote at law, all of the Common Shares held by them (i) in the manner directed by Parent with respect to any matters related to the acquisition of the Company by Parent and (ii) against any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Parent's intended acquisition of the Company. In furtherance of such voting agreement, the Major Shareholders have granted Parent an irrevocable proxy to vote all of the Common Shares held by them in accordance with the foregoing on any matters which may be presented to shareholders of the Company with respect to any matters related to the acquisition of the Company by Parent or any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Parent's proposed acquisition of the Company.

As of March 20, 1998, the Major Shareholders collectively held 5,980,499 Common Shares, representing approximately 33.9% of the Common Shares outstanding as of March 12, 1998.

Parent attempted to obtain commitments similar to the Major Shareholder Agreements with Oracle Partners, L.P. and Citinvest Value Investment Portfolio (VIP) Selector (the "Other Shareholders") but was unsuccessful. Instead, pursuant to letters dated March 13, 1998 (the "Shareholder Letters") from the Other Shareholders, the Other Shareholders have indicated to the Company their intention to tender all of the Common Shares held by them into the Offer. The Shareholder Letters expire on the earlier of the termination of the Acquisition Agreement or May 15, 1998. As of March 20, 1998, the Other Shareholders collectively held 1,935,617 Common Shares, representing approximately 11.5% of the Common Shares outstanding as of March 12, 1998.

AMENDMENT TO RIGHTS PLAN

The following summary of the Rights Plan amendment does not purport to be complete and is qualified in its entirety by reference to the complete text thereof, which is filed as an exhibit to this Schedule 13D and incorporated herein by reference.

Pursuant to the Acquisition Agreement, the Company amended the Rights Plan as of March 13, 1998 to exclude Parent, Purchaser and their subsidiaries from the definition of

"Acquiring Person" therein and to clarify that the execution of the Acquisition Agreement, the execution of the other agreements referenced in the Acquisition Agreement, the consummation of the transactions contemplated by the Acquisition Agreement or the acquisition of Common Shares by Parent, Purchaser or their subsidiaries will not result in a "Separation Time" under the Rights Plan. The effect of these amendments is among other things, to permit Purchaser to acquire Common Shares pursuant to the Offer, the Completion of the Acquisition, the Major Shareholder Options and otherwise without adverse consequences.

CONFIDENTIALITY AGREEMENT

The following summary of the Confidentiality Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Confidentiality Agreement, which is filed as an exhibit to Schedule 13D and incorporated herein by reference.

On February 22, 1998, the Company and Parent entered into the Confidentiality Agreement providing for the non-disclosure of confidential information to be provided by the Company to Parent and by Parent to the Company. The Confidentiality Agreement provided that if (1) Parent was afforded a reasonable opportunity to complete a reasonable due diligence investigation of the Company in connection with Parent making a proposal at or before 9:00 a.m. Eastern Standard Time March 3, 1998 (an "Initial Proposal") respecting a possible negotiated transaction; and (2) following such investigation, Parent had a reasonable opportunity to formulate and make an Initial Proposal to the Company respecting a possible negotiated transaction, then for a period of six months from the date of the Confidentiality Agreement, without the prior written consent of the Company's current Board of Directors or replacements designated by members of the Company's current Board of Directors, neither Parent nor any of its directors, officers, employees, partners, affiliates, agents, advisors or representatives will in any manner, directly or indirectly, (a) effect or seek, offer or propose to effect, or cause or participate in or in any way assist or act as advisor to any other person to effect or seek, offer or propose to effect or participate in, (i) any acquisition of any securities (or beneficial ownership thereof) or assets of the Company or any of its subsidiaries; (ii) any tender or exchange offer or merger or other business combination involving the Company or any of its subsidiaries; (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the Company or any of its subsidiaries; or (iv) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission) or consents to vote any voting securities of the Company, (b) otherwise act, alone or in concert with others, to seek to control or influence the management, Board of Directors or policies of the Company or (c) enter into any discussions or arrangements with any third party with respect to any of the foregoing.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

EXHIBIT NO.	DESCRIPTION

EXHIBIT NO.	DESCRIPTION
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99(a)(2)	Confidentiality Agreement between International Murex Technologies Corporation and Abbott Laboratories dated February 22, 1998.
99(a)(3)	Shareholder Agreement between Abbott Laboratories and Edward J. DeBartolo, Jr.
99(a)(4)	Shareholder Agreement between Abbott Laboratories and Estate of Edward J. DeBartolo.
99(a)(5)	Shareholder Agreement between Abbott Laboratories and University of Notre Dame.
99(a)(6)	Shareholder Agreement between Abbott Laboratories and C. Robert Cusick.
99(a)(7)	Shareholder Agreement between Abbott Laboratories and F. Michael P. Warren.
99(a)(8)	Shareholder Letter from Citinvest Value Investment Portfolio (VIP) Selector.
99(a)(9)	Shareholder Letter from Oracle Partners, L.P.
99(a)(10)	Amendment to Rights Plan dated as of March 13, 1998.
99(a)(11)	Joint Filing Agreement among Abbott Laboratories and AAC Acquisition Ltd. pursuant to Rule 13d-1(f)(1).

SIGNATURE

After reasonable 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: March 26, 1998

AAC ACQUISITION LTD.

By: /s/ Thomas D. Brown
____
Name: Thomas D. Brown
Title: Vice President

ABBOTT LABORATORIES

By: /s/ Miles D. White
____
Name: Miles D. White
Title: Executive Vice President

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ACQUISITION AGREEMENT

Among

INTERNATIONAL MUREX TECHNOLOGIES CORPORATION,

ABBOTT LABORATORIES

and

AAC ACQUISITION LTD.

dated as of March 13, 1998

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ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT, dated as of March 13, 1998, is among INTERNATIONAL MUREX TECHNOLOGIES CORPORATION, a British Columbia company (the "Company"), ABBOTT LABORATORIES, an Illinois corporation ("Parent") and AAC ACQUISITION LTD., a British Columbia company and an indirect wholly owned subsidiary of Parent ("Subsidiary").

WHEREAS, the Boards of Directors of Parent, Subsidiary and the Company have each approved the acquisition of the Company by Parent and Subsidiary upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in furtherance thereof, it is proposed that Subsidiary shall make a tender offer to acquire all outstanding common shares, without par value, of the Company (the "Shares"), for a net cash amount of U.S.$13.00 per Share (such amount, or any greater amount per Share paid pursuant to the tender offer, being hereinafter referred to as the "Per Share Amount") in accordance with the terms and subject to the conditions provided for herein (the "Offer");

WHEREAS, the Board of Directors of the Company (the "Board") has (i) determined that the consideration to be paid for each Share in the Offer and the Completion of the Acquisition (as defined in the recital below) is fair to and in the best interests of the shareholders of the Company and (ii) approved this Agreement and the transactions contemplated hereby and resolved to recommend acceptance of the Offer and approval and, if necessary, the adoption of this Agreement by the shareholders of the Company; and

WHEREAS, the Boards of Directors of Parent and Subsidiary have each approved the completion of the acquisition of the Company by Parent and Subsidiary (the "Completion of the Acquisition") through either (1) the acquisition procedure (as contemplated under Section 255 of the BC Act (as defined along with certain other terms in Section 9.9)) (the "Compulsory Acquisition") if Subsidiary has purchased enough Shares in the Offer to permit a Compulsory Acquisition or, if not, (2) an amalgamation, arrangement or other business combination (as contemplated under the BC Act) (the "Amalgamation") of Subsidiary with the Company following the Offer upon the terms and subject to the conditions set forth herein and in any other agreement required to effect the Amalgamation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Company, Parent and Subsidiary hereby agree as follows.

ARTICLE I

THE OFFER

Section 1.1 THE OFFER. (a) Provided that this Agreement shall not have been terminated in accordance with Section 8.1 and no event shall have occurred or circumstance shall exist which constitutes a failure to satisfy any of the conditions set forth in Annex A hereto, Subsidiary shall commence the Offer as promptly as practicable, but in no event later than the fifth business day following the public announcement of the terms of this Agreement. The obligation of Subsidiary to accept for payment and pay for Shares tendered pursuant to the Offer shall be subject to the condition that a number of Shares representing not less than 75% of the Company's outstanding voting power (assuming the exercise of all outstanding options to purchase Shares which options are not subject to binding agreements to cancel) shall have been validly tendered and not withdrawn prior to the expiration of the Offer (the "Minimum Condition"), and the obligation of Subsidiary to commence the Offer and accept for payment and pay for Shares tendered pursuant to the Offer shall be subject to the other conditions set forth in Annex A hereto. It is agreed that the Minimum Condition and the other conditions set forth in Annex A hereto are for the sole benefit of Subsidiary and may be asserted by Subsidiary regardless of the circumstances giving rise to any such condition. Subsidiary expressly reserves the right in its sole discretion to waive, in whole or in part, at any time or from time to time, any such condition, to increase the price per Share payable in the Offer or to make any other changes in the terms and conditions of the Offer; PROVIDED that Subsidiary may only waive the Minimum Condition as long as Subsidiary purchases at least a majority of the Shares outstanding (assuming the exercise of all outstanding options to purchase Shares which options are not subject to binding agreements to cancel) and that, unless previously approved by the Company in writing, no change may be made that decreases the price per Share payable in the Offer, changes the form of consideration payable in the Offer, reduces the maximum number of Shares that Subsidiary offers to purchase in the Offer below a majority of the Shares outstanding (assuming the exercise of all outstanding options to purchase Shares which options are not subject to binding agreements to cancel), imposes conditions to the Offer in addition to those set forth in Annex A hereto or otherwise amends the terms of the Offer in any way that would be materially adverse to holders of Shares. Subject to the next sentence, Subsidiary covenants and agrees that, subject to the terms and conditions of this Agreement, including, without limitation, the conditions of the Offer set forth in Annex A hereto, Subsidiary shall accept for payment and pay for Shares which have been validly tendered and not withdrawn pursuant to the Offer as soon as it is permitted to do so under applicable law. Notwithstanding the foregoing, Subsidiary (i) may extend the Offer to purchase Shares in excess of the Shares required to satisfy the Minimum Condition up to the tenth business day following the date on which all conditions to the Offer shall first have been satisfied or waived, provided that, by virtue of making any such extension, Subsidiary shall be deemed to waive and thereafter shall not be entitled to assert any of the conditions to the consummation of the Offer contained in subsections (b), (c), (d) and (e) to Annex A hereto, (ii) shall extend the Offer at least until 11:59 p.m. New York City time on the sixth business day following the delivery to Parent of a Notice of Superior Proposal (as defined in Section 6.8) and (iii) shall extend the Offer at least until the expiration of the period set forth

in paragraph (d) or (e) of Annex A if a notice of breach has been delivered in accordance therewith. The Per Share Amount payable in the Offer shall be paid net to the seller in cash, upon the terms and subject to the conditions of the Offer.

(b) As soon as practicable on the date of commencement of the Offer, Parent and Subsidiary shall file (i) with the Securities and Exchange Commission (the "SEC") a Tender Offer Statement on Schedule 14D-1 with respect to the Offer and (ii) with the appropriate Canadian authorities any required filings with respect to the Offer, which in the case of both (i) and (ii) will contain the offer to purchase, form of the related letter of transmittal and related documents published or filed by Parent or Subsidiary (together with any supplements or amendments thereto, the "Offer Documents"). Parent, Subsidiary and the Company each agrees promptly to correct any information provided by it for use in the Offer Documents if and to the extent that any such information shall have become false or misleading in any material respect and Parent and Subsidiary each further agrees to take all steps necessary to cause the Offer Documents as so corrected to be filed with the SEC and the appropriate Canadian authorities and to be disseminated to holders of Shares, in each case as and to the extent required by applicable laws. The Company and its counsel shall be given a reasonable opportunity to review and comment on the Offer Documents prior to their filing with the SEC and the appropriate Canadian authorities and shall be provided with any comments Parent, Subsidiary and their counsel may receive from the SEC or the appropriate Canadian authorities with respect to the Offer Documents promptly after receipt of such comments.

Section 1.2 COMPANY ACTION. (a) The Company hereby approves of and consents to the Offer and represents and warrants that the Board, at a meeting duly called and held on March 15, 1998, unanimously (i) determined that this Agreement and the transactions contemplated hereby, including the Offer and the Completion of the Acquisition, are fair to and in the best interests of the shareholders of the Company, (ii) approved this Agreement and the transactions contemplated hereby, including the Offer and the Completion of the Acquisition and (iii) resolved to recommend that the shareholders of the Company accept the Offer, tender their Shares thereunder to Subsidiary and, if required by applicable law, approve and adopt this Agreement and the Completion of the Acquisition. The Company further represents and warrants that Donaldson, Lufkin & Jenrette Securities Corporation ("DLJ") has delivered to the Board its written opinion dated March 15, 1998 to the effect that, as of the date of such opinion, subject to the assumptions and limitations expressed therein, the consideration to be received by the holders of Shares in the Offer and the Completion of the Acquisition pursuant to this Agreement is fair to such holders from a financial point of view. The Company hereby consents to the inclusion in the Offer Documents of the fact of the recommendations of the Board described in this Section 1.2(a). The Company represents and warrants that the Board has made appropriate amendments to and determinations under the Rights Plan (the "Rights Plan Amendments and Determinations"), including without limitation: (A) an amendment to the definition of "Acquiring Person" under the Rights Plan to exclude Parent, Subsidiary and their subsidiaries from that definition; (B) an amendment to the definition of "Separation Time" under the Rights Plan to provide that the Separation Time shall not occur by virtue of the execution of this Agreement or the Shareholder Agreements, the consummation of the transactions

contemplated or permitted hereunder or thereunder or the acquisition or purchase of Shares by Parent, Subsidiary so their subsidiaries and a determination by the Board to the same effect; and (C) a determination under Section 1.1(a)(v) by the Board approving the acquisition of Shares by Parent, Subsidiary or their subsidiaries pursuant to this Agreement or the Shareholder Agreements, or any other acquisition or purchase of Shares by Parent, Subsidiary or their subsidiaries. The Company further represents and warrants that, because of the Rights Plan Amendments and Determinations, (i) the Rights Plan is inapplicable to Parent's and Subsidiary's entering into this Agreement and the Shareholder Agreements and (ii) the Rights Plan would not impede or cause an adverse effect on, or otherwise be applicable to Parent, Subsidiary or any of their subsidiaries if, Parent, Subsidiary or any of their subsidiaries (A) purchases or acquires, or proposes to purchase or acquire, any securities of the Company pursuant to the Offer, the Completion of the Acquisition or the Shareholder Agreements or (B) purchases or acquires or proposes to purchase or acquire any securities of the Company or enters into any agreement requiring or permitting the purchase or acquisition of any securities of the Company after Parent, Subsidiary or any of their subsidiaries has purchased or has acquired Shares pursuant to the Offer or upon exercise of an Option (as defined in each of the Shareholder Agreements).

(b) As soon as practicable on the date of commencement of the Offer, the Company shall file a combined Solicitation/Recommendation Statement on Schedule 14D-9 and any Directors' Circular required by Canadian law (together with any amendments or supplements thereto, the "Board Recommendation Statement"), shall file such Board Recommendation Statement with both the SEC and the appropriate Canadian authorities and shall mail the combined Board Recommendation Statement to the shareholders of the Company at the time of commencement of the Offer, together with the Offer Documents. The Board Recommendation Statement shall at all times contain the determinations, approvals and recommendations described in Section 1.2(a), unless, subject to the requirements of Section 6.8, the Company's directors determine in good faith, based upon the written advice of independent legal counsel, that the withdrawal of any of such determinations is required for the discharge of their fiduciary duties to shareholders under applicable law. Parent, Subsidiary and the Company each agrees promptly to correct any information provided by it for use in the Board Recommendation Statement if and to the extent that any such information shall have become false or misleading in any material respect. The Company further agrees to take all steps necessary to cause the Board Recommendation Statement as so corrected to be filed with the SEC and the appropriate Canadian authorities and to be disseminated to holders of Shares, in each case as and to the extent required by applicable U.S. federal and Canadian securities laws. Parent, Subsidiary and their counsel shall be given a reasonable opportunity to review and comment on the Board Recommendation Statement prior to its filing with the SEC and the appropriate Canadian authorities and shall be provided with any comments the Company and its counsel may receive from the SEC or the appropriate Canadian authorities with respect to the Board Recommendation Statement promptly after receipt of such comments.

(c) In connection with the Offer, the Company will promptly furnish Subsidiary with mailing labels, security position listings and any available listing or computer file containing the names and addresses of the record holders of the Shares as of a recent date

and shall furnish Subsidiary with such additional information and assistance (including, without limitation, updated lists of shareholders, mailing labels and lists of securities positions) as Subsidiary or its agents may reasonably request in communicating the Offer to the record and beneficial holders of Shares. Subject to the requirements of applicable law, and except for such steps as are necessary to disseminate the Offer Documents and any other documents necessary to consummate the Completion of the Acquisition, Subsidiary and its affiliates and associates shall hold in confidence the information contained in any such labels, listings and files, will use such information only in connection with the Offer and the Completion of the Acquisition, and, if this Agreement shall be terminated, will deliver to the Company all copies of such information then in their possession.

Section 1.3 BOARDS OF DIRECTORS AND COMMITTEES; SECTION 14(f). (a) Promptly upon the purchase by Subsidiary of Shares pursuant to the Offer and from time to time thereafter, so long as Parent and Subsidiary are not in material breach of their respective obligations hereunder, Subsidiary shall be entitled to designate up to such number of directors, rounded up to the next whole number, on the Board that equals the product of (i) the total number of directors on the Board (giving effect to the election of any additional directors pursuant to this Section) and (ii) the percentage that the number of Shares owned by Subsidiary and its affiliates (including any Shares purchased pursuant to the Offer) bears to the total number of outstanding Shares, and the Company shall, upon request by Subsidiary, promptly either increase the size of the Board to the extent permitted by applicable law or use its reasonable best efforts to secure the resignation of such number of directors as is necessary to enable Subsidiary's designees to be elected to the Board and shall cause Subsidiary's designees to be so elected; PROVIDED, HOWEVER, that at all times prior to the Completion of the Acquisition at least two persons who are directors of the Company as of the date hereof and designated by the Company as soon as reasonably practicable after the date hereof (or who are designated by such designated directors) shall be entitled to remain directors of the Company (the "Continuing Directors"). Promptly upon request by Subsidiary, the Company will use its reasonable best efforts to cause persons designated by Subsidiary to constitute the same percentage as the number of Subsidiary's designees to the Board bears to the total number of directors on the Board on (i) each committee of the Board, (ii) each board of directors or similar governing body or bodies of each subsidiary of the Company designated by Subsidiary and (iii) each committee of each such board or body. Notwithstanding the foregoing, until the completion of the Offer, the Company shall use its reasonable best efforts to ensure that all of the members of the Board and of such boards, bodies and committees as of the date hereof who are not employees of the Company shall remain members of the Board and such boards, bodies and committees. In complying with this subsection (a) and without restricting the right of the two Continuing Directors to serve on the Board, the parties shall cause the composition of the Board and its committees to comply with applicable law and listing requirements.

(b) The Company's obligations to appoint designees to the Board shall be subject to Section 14(f) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 14f-1 promulgated thereunder. The Company shall promptly take all actions required pursuant to Section 14(f) and Rule 14f-1 in order to fulfill its obligations under this

Section 1.3 and shall include in the Board Recommendation Statement such information with respect to the Company and its officers and directors as is required under Section 14(f) and Rule 14f-1. Parent or Subsidiary will supply to the Company in writing and be solely responsible for any information with respect to either of them and their nominees, officers, directors and affiliates required by Section 14(f) and Rule 14f-1.

(c) Following the election or appointment of Subsidiary's designees to the Board pursuant to this Section 1.3 and prior to the Effective Time, any amendment or modification of this Agreement or the Articles of Association or Memorandum of Association of the Company, any termination of this Agreement by the Company, any extension by the Company of the time for the performance of any of the obligations or other acts of Parent or Subsidiary, any waiver of any of the Company's rights hereunder or any other action with respect to this Agreement or the transactions contemplated hereby which is materially adverse to holders of Shares generally (other than Subsidiary) will require the concurrence of at least fifty percent of the Continuing Directors.

Section 1.4 COMPANY STOCK OPTIONS. (a) Unless Parent and the Company make the Option Election (as defined below), the Company shall, prior to completion of the Offer: (i) use its best efforts to amend each outstanding stock option, warrant or other right to acquire Shares ("Company Options") or any plans with respect to Company Options to permit vesting of unvested and exercise of Company Options contingent on consummation of the Offer; (ii) declare all Company Options to be fully exercisable and vested prior to the completion of the Offer and contingent on consummation of the Offer; and (iii) use its best efforts to cause the holders of Company Options to exercise their Company Options and tender the Shares so acquired in the Offer.

(b) Parent and the Company may agree, after consulting their respective counsel, to implement the steps set forth in this Section 1.4(b) instead of the steps set forth in Section 1.4(a) (the "Option Election"). If the parties make the Option Election: (i) immediately prior to consummation of the Offer, the Company shall offer to pay to the holder of each Company Option, in exchange for the agreement by such holder to cancel his, her or its Company Options, an amount equal to (x) the difference between the Per Share Amount and the per Share exercise price of such Company Option, multiplied by (y) the number of Shares underlying such holder's Company Option; (ii) the Company will use its best efforts to cause the holders of Company Options to accept the Company's offer set forth above and enter into appropriate cancellation agreements; and (iii) Parent shall, immediately following consummation of the Offer, lend to (subject to any of the Company's contractual restrictions and at the Applicable Federal Rate) or contribute to the capital of the Company cash in an amount equal to the amount necessary to satisfy payment by the Company of the amounts required under this Section 1.4(b).

(c) The Company, Parent and the Board shall take whatever actions are required such that, as of the Effective Time, any Company Options not exercised or canceled pursuant to Section 1.4(a) or 1.4(b) above are converted into a fully vested and exercisable right to acquire common stock of Parent in a manner that is substantially consistent with the requirements applicable to "issuing or assuming a stock option in a transaction to which section 424(a) applies," as that phrase is defined in Section 424(a) of the Code (as defined in Section 4.2); provided that the Company Options (and any replacements) shall not confer on the holders thereof any rights to acquire securities of the Company. Parent shall cooperate in whatever actions are required for the Company and the Board to implement this Section 1.4(c).

ARTICLE II

THE COMPLETION OF THE ACQUISITION

Section 2.1 THE COMPULSORY ACQUISITION. Subject to the satisfaction or waiver of the conditions set forth in Article VII, if after purchasing Shares in the Offer (and, if Subsidiary chooses to do so, through open market purchases for 30 days or less), Subsidiary owns enough Shares to effectuate a Compulsory Acquisition, Subsidiary shall as promptly as practicable thereafter, effectuate a Compulsory Acquisition in which every shareholder of the Company other than Subsidiary surrenders his, her or its ownership of Shares to Subsidiary in exchange for the payment by Subsidiary to each such shareholder of the Per Share Amount, all in accordance with the provisions of Section 255 of the BC Act. Subsidiary shall as promptly as practicable make such filings and take such other actions as are necessary to implement the Compulsory Acquisition.

Section 2.2 THE AMALGAMATION. Subject to the satisfaction or waiver of the conditions set forth in Article VII, if after purchasing Shares in the Offer, Subsidiary does not own enough Shares to effectuate a Compulsory Acquisition (and has not acquired enough Shares within 30 days through open market purchases if Subsidiary has chosen to make such open market purchases), the parties shall as soon as practicable thereafter consummate the Amalgamation as provided in the remainder of this Section 2.2 and in Article III and in any amalgamation agreement entered into to effect the Amalgamation (the "Amalgamation Agreement"). Subject to the terms and conditions of this Agreement, the Amalgamation Agreement and applicable provisions of the BC Act, at the Effective Time: (i) Subsidiary will amalgamate with the Company; (ii) the separate existence of Subsidiary and the Company will cease; and (iii) Amalco will continue as the successor corporation to the business and undertaking theretofore undertaken by the Company and Subsidiary. From and after the Effective Time, and without any further action on the part of any person, the Amalgamation will have all the effects provided by applicable Legal Requirements, the effects described in Section 3.1 hereof with respect to the exchange of share capital and the effects to be set forth in the Amalgamation Agreement.

Section 2.3 MEETING AND VOTING. Parent shall, and shall cause Subsidiary to, cause all Shares beneficially owned by them to be present and voting for the purpose of a quorum and to

be voted affirmatively in favor of the Amalgamation at any meeting or solicitation of consents with respect thereto.

ARTICLE III

EXCHANGE OF SHARE CAPITAL

Section 3.1 EXCHANGE OF SHARE CAPITAL. At the Effective Time, by virtue of the Amalgamation and without any action on the part of Parent, Subsidiary, the Company or the holders of any of the following securities, the parties agree as follows:

(a) EXCHANGE CONSIDERATION. Each Share outstanding immediately prior to the Effective Time (except Shares subject to Section 3.1 (b)) shall be exchanged for one Preference Share as contemplated in the Amalgamation Agreement. In turn, each Preference Share will be immediately redeemed by Amalco upon payment to each remaining holder of Shares of the Per Share Amount for each Share.

(b) SUBSIDIARY-OWNED SHARES. Any Shares issued and outstanding immediately prior to the Effective Time and owned directly or indirectly by Subsidiary, if any, will be canceled and retired, and no consideration will be delivered in exchange therefor.

(c) SUBSIDIARY EXCHANGE. Each common share of Subsidiary (the "Subsidiary Common Shares") outstanding immediately prior to the Effective Time will be exchanged for an identical number of Amalco common shares.

Section 3.2 EXCHANGE OF CERTIFICATES.

(a) EXCHANGE AGENT. In the event of either the Compulsory Acquisition or the Amalgamation, as of the Effective Time, Parent shall enter into an agreement with a bank or trust company selected by the Company to act as exchange agent (the "Exchange Agent") in connection with the surrender of certificates that, prior to the Effective Time, evidenced outstanding Shares ("Share Certificates"). Prior to the Closing Date, Parent will deposit with the Exchange Agent for exchange in accordance with this Section 3.2 cash funds, as they are needed, required to pay the Per Share Amount to all holders of the Shares outstanding immediately prior to the Effective Time (other than Shares owned by Parent or any of its subsidiaries).

(b) EXCHANGE. As soon as practicable after the Effective Time, Parent will cause the Exchange Agent to mail to each person who was a holder of record of Shares and Company Options at the Effective Time: (i) a letter of transmittal (which will specify that delivery will be effective, and risk of loss and title to any Share Certificates will pass, only upon delivery of the Share Certificates to the Exchange Agent and will be in such form and will have such other provisions as are specified by Parent and reasonably acceptable to the Company); and (ii) instructions for use in effecting the surrender of Share Certificates in exchange for the

aggregate Per Share Amount due each holder of Shares at the Effective Time. Upon surrender of Share Certificates for cancellation to the Exchange Agent or to such other agent or agents as may be appointed by Parent, together with such letter of transmittal, duly executed, and such other documents as may be required by the Exchange Agent or such other agent, the holder of such Share Certificate will be entitled to receive in exchange therefor the aggregate amount of the Per Share Amount due each holder of Shares at the Effective Time and the Share Certificate so surrendered will be canceled. In the event of a transfer of ownership of Shares that is not registered in the transfer records of the Company, the aggregate amount of the Per Share Amount may be paid to a person other than the person in whose name the surrendered Share Certificate is registered if the Share Certificate representing such Shares is presented to the Exchange Agent accompanied by all documents required to evidence and effect such transfer and by evidence reasonably satisfactory to Parent that any applicable stock transfer tax has been paid. Parent will not directly or indirectly pay or reimburse any person for any transfer taxes of the type referred to in the preceding sentence. If any Per Share Amount to be paid to a person other than the person in whose name the Share Certificates surrendered in exchange therefor are registered, it will be a condition to the delivery of such Per Share Amount that the Share Certificates so surrendered are properly endorsed or accompanied by appropriate stock powers and otherwise in proper form for transfer, that such transfer otherwise is proper and that the person requesting such transfer pays to the Exchange Agent any transfer or other taxes payable by reason of the foregoing or establishes to the satisfaction of the Exchange Agent that such taxes have been paid or are not required to be paid.

(c) CERTIFICATES NOT EXCHANGED. After the Effective Time, each outstanding Company Share Certificate will, until surrendered for exchange in accordance with this Section 3.2, be deemed for all purposes to evidence only the right to receive the aggregate Per Share Amount in respect of such Share Certificate.

(d) EXPENSES. Except as otherwise expressly provided in this Agreement, Parent will pay all charges and expenses, including those of the Exchange Agent, in connection with the exchange of the Shares for the appropriate Per Share Amount, except any charges or expenses that are otherwise solely the liability of one or more holders of Shares. Any funds deposited with the Exchange Agent that remain unclaimed by the former shareholders of the Company after nine (9) months following the Effective Time will be delivered to Parent upon its demand, and any former shareholders of the Company who have not then complied with the instructions for exchanging their Company Share Certificates will thereafter look only to Parent for exchange payment of the appropriate Per Share Amount in Share Certificates.

(e) NO LIABILITY. None of Parent, Subsidiary, the Company, Amalco or the Exchange Agent will be liable to any holder of Shares for any cash funds delivered to a state or provincial abandoned property administrator or other public official pursuant to any applicable abandoned property, escheat or similar law.

(f) LOST CERTIFICATES. If any Share Certificate is lost, stolen or destroyed, the Exchange Agent will issue in exchange for such lost, stolen or destroyed Share Certificate the

aggregate Per Share Amount payable in respect thereof as determined in accordance with the terms of this Agreement, subject to the condition that the person to whom the Per Share Amount is to be paid shall have (a) delivered to Parent an affidavit claiming such Share Certificate to be lost, stolen, or destroyed and (b) if required by Parent, given Parent an indemnity satisfactory to Parent against any claim that may be made against Parent with respect to the Share Certificate alleged to have been lost, stolen or destroyed.

(g) At the consummation of the Offer, the Board of Directors of the Company shall (i) terminate the ESPP and (ii) notify all participants thereunder of its termination.

(h) CLOSING OF THE COMPANY'S TRANSFER BOOKS. At the Effective Time, the stock transfer books of the Company shall be closed and no transfer of shall be made thereafter. In the event that, after the Effective Time, Company Share Certificates are presented to Amalco, they shall be exchanged for the appropriate Per Share Amount as provided in Section 3.2(b) hereof.

(i) CLOSING. The closing of the transactions contemplated by this Agreement (the "Closing") will take place (i) at the offices of Mayer, Brown & Platt, 190 South LaSalle Street, Chicago, Illinois, at 9:00 a.m. local time on the date that is the first business day after the day on which the last of the conditions set forth in Article VIII (excluding delivery of opinions and certificates) is fulfilled or waived or (ii) at such other place and time as Parent and the Company agree in writing. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date."

Section 3.3 SHAREHOLDERS' MEETING. The Company, acting through the Board, shall, in accordance with applicable law as soon as practicable following the consummation of the Offer:

(i) duly call, give notice of, convene and hold an annual or special meeting of its shareholders (the "Shareholders' Meeting") for the purpose of considering the Amalgamation;

(ii) subject to the Board's fiduciary obligations under applicable law, include in the Proxy Statement for the Shareholders' Meeting the recommendation of the Board that shareholders of the Company vote in favor of the approval and adoption of this Agreement and the transactions contemplated hereby; and

(iii) use its reasonable best efforts (A) to obtain and furnish the information required to be included by it in the Proxy Statement and, after consultation with Parent, respond promptly to any comments made by the SEC or the appropriate Canadian authorities with respect to the Proxy Statement and any preliminary version thereof and cause the Proxy Statement to be mailed to its shareholders at the earliest practicable time following the consummation of the

Offer and (B) to obtain the necessary approvals by its shareholders of the Amalgamation.

Section 3.4 DISSENTING SHARES. Notwithstanding anything in this Agreement to the contrary, a shareholder of the Company who did not tender Shares pursuant to the Offer may exercise the rights granted under the BC Act to apply to court in connection with the Subsidiary's plan to acquire any outstanding Shares pursuant to the Compulsory Acquisition. A shareholder of the Company who did not tender Shares pursuant to the Offer may exercise rights of dissent in the manner set forth in Section 207 of the BC Act in connection with the Amalgamation. If, after the Effective Time, such holder fails to perfect or withdraws or loses his, her or its right to apply to court to dissent, as applicable, such Shares shall be treated as if they had been converted, as of the Effective Time, into a right to receive the Per Share Amount without interest thereon. The Company shall give Parent prompt notice of any notices or demands received by the Company for appraisal of Shares, and, prior to the Effective Time, Parent shall have the right to participate in all negotiations and proceedings with respect to such demands. Prior to the Effective Time, the Company shall not, except with the prior written consent of Parent, make any payment with respect to, or settle or offer to settle, any such demands.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Parent and Subsidiary as follows:

Section 4.1 ORGANIZATION AND QUALIFICATION; SUBSIDIARIES. (a) Each of the Company and its subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted, except where the failure to be so organized, existing and in good standing or to have such power and authority would not, individually or in the aggregate, have a material adverse effect on the business, assets, liabilities, results of operations, or financial condition of the Company and its subsidiaries, taken as a whole, but specifically excluding any adverse change in the general economy in the United States, any adverse change in the diagnostic industry generally, any adverse change arising from the transactions contemplated hereby and any adverse change resulting from any change in generally accepted accounting principles required to be made as a result of the issuance of a new accounting standard or change to an existing accounting standard (a "Material Adverse Effect").

(b) Each of the Company and its subsidiaries is duly qualified or licensed and in good standing to do business in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary, except where the failure to be so duly qualified or licensed and in good standing would not, individually or in the aggregate, have a Material Adverse Effect.

(c) The Company has heretofore furnished to Parent complete and correct copies of the Company's Memorandum of Association and Articles of Association, each as amended, and the equivalent organizational documents of each of its subsidiaries, each as amended to the date hereof. Such Memorandum of Association and Articles of Association and equivalent organizational documents are in full force and effect and no other organizational documents are applicable to or binding upon the Company or its subsidiaries. The Company is not in violation of any of the provisions of its Memorandum of Association or Articles of Association and no subsidiary of the Company is in violation of any of the provisions of such subsidiary's equivalent organizational documents.

(d) The Company has heretofore furnished to Parent a complete and correct list of all entities in which the Company owns, directly or indirectly, any equity or voting interest, which list sets forth the amount of capital stock of or other equity interests in such entities, directly or indirectly. No entity in which the Company owns, directly or indirectly, less than a 50% equity interest is, individually or when taken together with all other such entities, material to the business of the Company and its subsidiaries, taken as a whole.

Section 4.2 CAPITALIZATION OF THE COMPANY AND ITS SUBSIDIARIES. The authorized capital stock of the Company consists of 200,000,000 Shares of which, as of March 12, 1998, 16,826,599 Shares were issued and outstanding (together with the associated common share purchase rights), 16,816 Shares were subject to issuance under a restricted bonus plan and up to 600,000 shares were authorized for issuance under the ESPP. All outstanding shares of capital stock of the Company have been validly issued, and are fully paid, nonassessable and free of preemptive rights. As of March 12, 1998, Company Options to purchase an aggregate of 1,655,000 Shares were outstanding. Schedule 4.2 sets forth the complete list of all outstanding Company Options, including the exercise prices thereof, as of March 12, 1998. Except as set forth above and except pursuant to any common share purchase rights under the Rights Plan, there are outstanding (i) no shares of capital stock or other voting securities of the Company, (ii) no securities of the Company convertible into or exchangeable for shares of capital stock or voting securities of the Company, (iii) no options, subscriptions, warrants, convertible securities, calls or other rights to acquire from the Company, and no obligation of the Company to issue, deliver or sell any capital stock, voting securities or securities convertible into or exchangeable for capital stock or voting securities of the Company and (iv) no equity equivalents, interests in the ownership or earnings of the Company or other similar rights (collectively, "Company Securities"). None of the Company Options are "incentive stock options" (within the meaning of section 422 of the United States Federal Internal Revenue Code of 1986, as amended (the "Code")). There are no outstanding obligations of the Company or any of its subsidiaries to repurchase, redeem or otherwise acquire any Company Securities, other than the Company's obligations hereunder respecting the Company Options. Each of the outstanding shares of capital stock of each of the Company's subsidiaries is duly authorized, validly issued, fully paid and nonassessable and is directly or indirectly owned by the Company, free and clear of all security interests, liens, claims, pledges, charges, voting agreements or other encumbrances of any nature whatsoever (collectively, "Liens"). There are no existing options, calls or commitments of any character relating to the issued or unissued capital stock or other securities

of any subsidiary of the Company. Since March 11, 1998, no Company Options have been granted and no Shares have been issued except pursuant to Company Options, the Company's restricted bonus plan and the ESPP as disclosed above.

Section 4.3 AUTHORITY RELATIVE TO THIS AGREEMENT. The Company has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by the Board and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the transactions so contemplated (other than, with respect to the Amalgamation, the approval (i) required by Policy 9.1 of the Ontario Securities Commission ("OSC") and (ii) of the holders of 75% of all outstanding Shares and the filing of the appropriate documents as required by the BC Act and the federal laws of Canada). This Agreement has been duly and validly executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms except as such enforceability may be limited by equity principles, bankruptcy laws and other similar laws affecting creditors' rights generally.

Section 4.4 NON-CONTRAVENTION; REQUIRED FILINGS AND CONSENTS. (a) The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby (including the Completion of the Acquisition) do not and shall not (i) contravene or conflict with the Memorandum of Association or Articles of Association of the Company or the equivalent organizational documents of any of its subsidiaries; (ii) assuming that all consents, authorizations and approvals contemplated by subsection (b) below have been obtained and all filings described therein have been made, contravene or conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to the Company, any of its subsidiaries or any of their respective properties; (iii) conflict with, or result in the breach or termination of any provision of or constitute a default (with or without the giving of notice or the lapse of time or both) under, or give rise to any right of termination, cancellation, or loss of any benefit to which the Company or any of its subsidiaries is entitled under any provision of any agreement, contract, license or other instrument binding upon the Company, any of its subsidiaries or any of their respective properties, or allow the acceleration of the performance of, any obligation of the Company or any of its subsidiaries under any indenture, mortgage, deed of trust, lease, license, contract, instrument or other agreement to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or any of their respective assets or properties is subject or bound; or (iv) result in the creation or imposition of any Lien on any asset of the Company or any of its subsidiaries, except in the case of clauses (ii), (iii) and (iv) for any such contraventions, conflicts, violations, breaches, terminations, defaults, cancellations, losses, accelerations and Liens which would not individually or in the aggregate have a Material Adverse Effect or materially interfere with the consummation by the Company of the transactions contemplated by this Agreement.

(b) The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby (including the Completion of the Acquisition) by the Company require no action by or in respect of, or filing with, any governmental body, agency, official or authority (whether domestic, foreign or supranational) other than (i) the filing of a compulsory acquisition notice, in the case of the Compulsory Acquisition, or the filing and approval of amalgamation documents with the British Columbia Registrar of Companies and the filing and approval of an application to the Supreme Court of British Columbia in the case of the Amalgamation in accordance with the BC Act and any other Canadian provincial authorities; (ii) compliance with any applicable requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"); (iii) compliance with the Canadian Competition Act; (iv) compliance with the Investment Canada Act; (v) compliance with any applicable requirements of any laws or regulations relating to the regulation of monopolies or competition in Germany and compliance with any applicable requirements of the United Kingdom Fair Trading Act; (vi) compliance with any applicable requirements of the Exchange Act and state and provincial securities, takeover and Blue Sky laws; and (vii) such actions or filings which, if not taken or made, would not, individually or in the aggregate, have a Material Adverse Effect or materially interfere with the consummation by the Company of the transactions contemplated by this Agreement.

Section 4.5 SEC REPORTS. (a) The Company has filed all required forms, reports and documents with the SEC and all applicable Canadian provincial regulators since January 1, 1996 (collectively, the "SEC Reports"), each of which has complied in all material respects with applicable requirements of the Securities Act of 1933, as amended (the "Securities Act"), and the Exchange Act. As of their respective dates, none of the SEC Reports, including, without limitation, any financial statements or schedules included therein, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The audited consolidated financial statements and unaudited consolidated interim financial statements of the Company included in the SEC Reports fairly present in all material respects, in conformity with generally accepted accounting principles applied on a consistent basis (except as may be indicated in the notes thereto), the consolidated financial position of the Company and its consolidated subsidiaries as of the dates thereof and their consolidated results of operations and cash flows for the periods then ended (subject to normal year-end adjustments and the absence of footnotes in the case of any unaudited interim financial statements). The Company has heretofore provided complete and correct copies of each of the SEC Reports to Parent.

(b) Except as reflected or reserved against in the audited consolidated balance sheet of the Company and its subsidiaries at December 31, 1997 the Company and its subsidiaries have no liabilities of any nature (whether accrued, absolute, contingent or otherwise), except for liabilities incurred in the ordinary course of business since December 31, 1997, or which would not, individually or in the aggregate, have a Material Adverse Effect.

Section 4.6 ABSENCE OF CERTAIN CHANGES; DERIVATIVES. (a) Since December 31, 1997, except as specifically disclosed in the SEC Reports filed prior to the date of this Agreement, neither the Company nor any of its subsidiaries has (i) taken any of the actions set forth in Section 6.1 except as permitted thereunder, or (ii) entered into any transaction, or conducted its business or operations, other than in the ordinary course of business consistent with past practice. Since December 31, 1997, there has not been any event or change related to the Company which has had a Material Adverse Effect.

(b) Schedule 4.6(b) sets forth a complete and correct list of all Derivative Financial Instruments (as defined below) (including the face, contract or notional amount of and any open position relating to such Derivative Financial Instruments and a brief summary of the nature and terms thereof) to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or any of their respective assets or properties is subject or bound (including, without limitation, funds of the Company or any of its subsidiaries invested by any other person). For purposes of this Agreement, "Derivative Financial Instrument" means any futures, forward, swap, option or swaption contract, or any other financial instrument with similar characteristics and/or generally characterized as a "derivative" security.

Section 4.7 BOARD RECOMMENDATION STATEMENT; OFFER DOCUMENTS. Neither the Board Recommendation Statement, nor any of the information provided by the Company and/or by its auditors, legal counsel, financial advisors or other consultants or advisors specifically for use in the Offer Documents or any supplements or amendments thereto when filed with the SEC or any Canadian regulatory authority and on the date first published, sent or given to the Company's shareholders, as the case may be, will contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 4.8 FINDER'S FEE; PROFESSIONAL EXPENSES. Except as set forth on Schedule 4.8(a), no broker, finder, investment banker or other intermediary is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by and on behalf of the Company. The maximum amounts payable to each such person is set forth on Schedule 4.8(a). The Company has heretofore furnished to Parent a complete and correct copy of all agreements between the Company and the persons identified on Schedule 4.8(a) pursuant to which such persons would be entitled to any payment relating to the transactions contemplated hereby. The maximum amount paid, payable or to become payable by the Company or any of its subsidiaries to any attorney, financial advisor, broker, consultant, accountant or other advisor ("Professionals") other than Willkie, Farr & Gallagher in connection with the evaluation, negotiation, execution or performance of this Agreement or the consummation of the transactions contemplated to be effected pursuant hereto will not exceed U.S.$8 million (other than such amounts payable to accountants in connection with the Company complying with the provisions of this Agreement). Since December 31, 1997, and other than ordinary course expenses consistent with the historical amounts and frequency reflected in the financial statements contained in the SEC Reports filed prior to the date hereof, the Company has not incurred, and will not incur any costs, fees or

expenses (i) as of the date hereof related to the services of Professionals for any other purpose in excess of U.S.$1,750,000, which amount is summarized on Schedule 4.8(b) or (ii) payable to Willkie, Farr & Gallagher other than the amount set forth on Schedule 4.8(a).

Section 4.9 ABSENCE OF LITIGATION. There is no action, suit, claim, investigation or proceeding (or, to the knowledge of the Company, any basis for any person to assert any claim likely to result in liability or any other adverse determination) pending against, or to the knowledge of the Company, threatened against or affecting, the Company or any of its subsidiaries or any of their respective properties before any court or arbitrator or any administrative, regulatory or governmental body, or any agency or official (collectively, "Litigation"), that individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. The Company and its subsidiaries are not party to any Litigation initiated by them other than Litigation with Parent or its subsidiaries or in connection with the collection of accounts receivable in the ordinary course of business. Without limiting the generality of the foregoing, as of the date hereof, there is no Litigation to which the Company or any of its subsidiaries is a party that (i) in any manner challenges or seeks to prevent, enjoin, alter or delay the Offer or the Completion of the Acquisition or any of the other transactions contemplated hereby; or (ii) alleges criminal action or inaction by the Company or any of its Subsidiaries. As of the date hereof, neither the Company nor any of its subsidiaries nor any of their respective properties is subject to any order, writ, judgment, injunction, decree, determination or award having, or which would reasonably be expected to have, a Material Adverse Effect or which would prevent or delay the consummation of the transactions contemplated hereby.

Section 4.10 TAXES. (a) All material federal, state, provincial, local, foreign and other governmental Tax (as defined below) returns, reports, information returns and statements of the Company and each of its subsidiaries (including any consolidated Tax returns that include the income or loss of the Company or any of its subsidiaries) required by law to be filed or sent as of the Effective Time have been or shall be duly filed or sent, and such returns, reports and statements are or shall be true, complete and correct in all material respects. All material federal, provincial, state, local, foreign and other governmental taxes, assessments, fees and similar charges, including without limitation, income, gross receipts, net proceeds, alternative or add-on minimum, ad valorem, value added, turnover, sales, use, property, personal property (tangible and intangible), stamp, leasing, lease, user, excise, duty, franchise, transfer, license, withholding, payroll, employment, fuel, excess profits, environmental, occupational and interest equalization, windfall profits, severance, and other charges (including interest and penalties) (collectively, "Taxes") imposed upon the Company or any of its subsidiaries or any of the properties, assets or income of the Company or any of its subsidiaries which are due and payable through the Effective Time or claimed by any taxing authority to be due and payable through the Effective Time have been or shall be paid or reserved for, or adequate provision shall be made therefor, as of the Effective Time, other than Taxes being contested in good faith by the Company or any of its subsidiaries concerning an aggregate amount which is not material to the business of the Company or such of its subsidiaries. The most recent financial statements contained in the SEC

Reports reflect an adequate Tax reserve in accordance with generally accepted accounting principles.

(b) As of the date hereof, (i) there are no material Tax claims pending against the Company or any of its subsidiaries and the Company has no knowledge of any threatened claim for material Tax deficiencies or any basis for such claims, (ii) no Tax returns for the Company or any of its subsidiaries have been or are currently being audited by any taxing authority, (iii) to the Company's knowledge, there are no material issues have been raised in any examination by any taxing authority with respect to the Company or any of its subsidiaries which, by application of similar principles, reasonably could be expected to result in a proposed deficiency for any other period not so examined and (iv) there are not now in force any waivers or agreements by the Company or any of its subsidiaries for the extension of time for the assessment of any material Tax, nor has any such waiver or agreement been requested by the Internal Revenue Service, Revenue Canada or any other taxing authority. The statute of limitations with respect to any year or period to and including the fiscal year ended 1991 has expired.

(c) The Company and all of its subsidiaries have paid or are withholding and shall pay when due to the proper taxing authorities all material withholding amounts required to be withheld with respect to all Taxes, including without limitation, sales and use Taxes and Taxes on income or benefits and Taxes for unemployment, social security or other similar programs with respect to salary and other compensation of directors, officers and employees of the Company and its subsidiaries.

(d) Neither the Company nor any of its subsidiaries has any liability for any material federal, provincial, state, local, foreign or other Taxes of any corporation or entity other than the Company and its subsidiaries, including without limitation any liability arising from the application of U.S. Treasury Regulation Section 1.1502-6 or any analogous provision of provincial, state, local or foreign law.

(e) Neither the Company nor any of its subsidiaries is or has been a party to any material Tax sharing agreement with any corporation other than the Company and its subsidiaries.

(f) To the best of the Company's knowledge and as of the date hereof, no person who holds five (5) percent or more of the stock of the Company is a "foreign person" as defined in Section 1445(f)(3) of the Code.

Section 4.11 EMPLOYEE BENEFITS. (a) Schedule 4.11(a) contains a true and complete list of each material bonus, deferred compensation, incentive compensation, stock purchase, stock option, severance or termination pay, hospitalization or other medical, life, disability or other insurance, supplemental unemployment benefits, fringe benefit, profit-sharing, pension, or retirement plan, program, agreement or arrangement, each material employment agreement and each other material employee benefit plan, program, agreement or arrangement sponsored, maintained or contributed to or required to be contributed to by the Company, or by

any trade or business, whether or not incorporated (an "ERISA Affiliate"), that together with the Company would be deemed a "single employer" within the meaning of section 4001 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or with respect to which the Company or any ERISA Affiliate has any liability or contingent liability (collectively, the "Plans" and, individually, a "Plan"), whether or not any such Plan is subject to ERISA. Schedule 4.11(a) identifies each of the Plans that is an "employee benefit plan" as that term is defined in section 3(3) of ERISA (the "ERISA Plans").

(b) Other than with respect to the matters addressed in Section 4.11(p) below, the Company has heretofore delivered to Parent true and complete copies of each of the Plans and all material contracts relating thereto, or to the funding thereof, including, without limitation, all material trust agreements, insurance contracts, administration contracts, investment management agreements, subscription and participation agreements, and recordkeeping agreements, each as in effect on the date hereof. In the case of any Plan which is not in written form, Parent has been supplied with an accurate description of such Plan as in effect on the date hereof. A true and correct copy of the most recent annual report, actuarial report, accountant's opinion of the Plan's financial statements, and Internal Revenue Service determination letter with respect to each Plan, to the extent applicable, and a current schedule of assets (and the fair market value thereof assuming liquidation of any asset which is not readily tradable) held with respect to any funded Plan has been supplied to the Parent, and there have been no material changes in the financial condition in the respective Plans from that stated in the annual reports and actuarial reports supplied.

(c) None of the Plans is subject to title IV of ERISA and none of the Plans is a multiemployer plan (as defined in section 3(37) of ERISA).

(d) With respect to any Plan subject to ERISA, neither the Company nor any ERISA Affiliate, nor any Plan, nor any trust created thereunder, nor any trustee or administrator thereof has engaged in a prohibited transaction (as defined in section 406 of ERISA or section 4975 of the Code) with respect to any such Plan nor have there been any other prohibited transactions with respect to any such Plans.

(e) Each Plan complies and has been operated and administered in form and operation in all material respects in accordance with its terms and applicable law, including but not limited to ERISA and the Code, and no event has occurred which will or could cause any Plan to fail to comply with such requirements and no notice has been issued by any governmental authority questioning or challenging such compliance.

(f) Except as set forth on Schedule 4.11(f), each Plan which is an "employee pension benefit plan" (as defined in section 3(2) of ERISA) complies in form and in operation with all applicable requirements of sections 401(a) and 501(a) of the Code; there have been no amendments to any such Plan which are not the subject of a favorable determination letter issued with respect thereto by the Internal Revenue Service; and no event has occurred which will or could give rise to disqualification of any such Plan under such sections or to a tax under section

511 of the Code. Each ERISA Plan which is a "voluntary employees' beneficiary association" (within the meaning of section 501(c)(9) of the Code) is the subject of a favorable determination letter issued with respect thereto by the Internal Revenue Service, a copy of which has been heretofore provided to Parent, and no event has occurred which will or could give rise to loss of any such Plan's exemption from taxation under section 501(a) of the Code or to a tax under section 511 of the Code.

(g) Except as set forth on Schedule 4.11(g), none of the assets of any Plan are invested in employer securities or employer real property.

(h) There have been no acts or omissions by the Company or any ERISA Affiliate which have given rise to or may give rise to fines, penalties, taxes or related charges under section 502 of ERISA or Chapters 43, 47, 68 or 100 of the Code for which the Company or any ERISA Affiliate may be liable.

(i) Actuarially adequate accruals for all obligations under the Plans are reflected in the financial statements of the Company.

(j) Each Plan which is intended to be "qualified" within the meaning of section 401(a) of the Code is so qualified and the trusts maintained thereunder are exempt from taxation under section 501(a) of the Code.

(k) The Company has the right to amend or terminate any Plan.

(l) Except as set forth on Schedule 4.11(l), no Plan provides benefits, including without limitation, death or medical benefits (whether or not insured), with respect to current or former employees of the Company or any ERISA Affiliate beyond their retirement or other termination of service (other than (i) coverage mandated by applicable law or (ii) death benefits or retirement benefits under any employee pension benefit plan).

(m) Except as provided in Schedule 4.11(m), the consummation of the transactions contemplated by this Agreement will not (i) entitle any current or former employee or officer of the Company or any ERISA Affiliate to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement or (ii) accelerate the time of payment or vesting, or increase the amount of compensation due any such employee or officer.

(n) As of the date hereof, there are no pending (or, to the knowledge of the Company, threatened or anticipated) material claims by, on behalf of, or against any Plan, by any employee or beneficiary covered under any such Plan, or otherwise involving any such Plan (other than routine claims for benefits).

(o) Except for the options listed in Schedule 4.2 under the heading, "Outside of any Plan" each of the outstanding Company Options was granted under the International

Murex Technologies Corporation Amended and Restated Employee Equity Incentive Plan (the "Equity Incentive Plan") and, (except for the name and address of the grantee, the date, the exercise price, the vesting schedule, the number of Shares subject to the option, and the expiration date) is evidenced by an award agreement that is identical in all material respects to one of the two award agreements attached to Schedule 4.11(o)(1). Except for the name and address of the grantee, the date, the exercise price, the number of Shares subject to the option, and the expiration date, each of the options listed in Schedule 4.2 under the heading "Outside of any Plan" is evidenced by an option agreement that is identical in all material respects to the option agreement attached to Schedule 4.11(o)(2).

Section 4.12 COMPLIANCE. Neither the Company nor any of its subsidiaries is in violation of, or has violated, any applicable provisions of (i) any laws, rules, statutes, orders, ordinances or regulations or (ii) any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise, or other instrument or obligations to which the Company or its subsidiaries is a party or by which the Company or any of its subsidiaries or its or any of their respective properties are bound or affected, which in either case, individually or in the aggregate, would result in a Material Adverse Effect. Without limiting the generality of the foregoing, neither the Company nor any of its subsidiaries is in violation of, or has violated any applicable provisions of the Foreign Corrupt Practices Act, the Trading with the Enemy Act, the Anti-Economic Discrimination Act, the International Emergency Economic Powers Act, the Export Administration Regulations or any law or regulation relating to Medicare or Medicaid anti-kickback fraud and abuse or any Canadian equivalent of the foregoing.

Section 4.13 ENVIRONMENTAL MATTERS. (a) The Company and its subsidiaries are in compliance with all applicable Environmental Laws (which compliance includes, but is not limited to, the possession by the Company and its subsidiaries of all permits and other governmental authorizations required under applicable Environmental Laws, and compliance with the terms and conditions thereof), except for any noncompliance that individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any communication (written or oral), whether from a governmental authority, citizens group, employee or otherwise, that alleges that the Company or any of its subsidiaries is not in such compliance, and there are no present actions, activities, circumstances, conditions, events or incidents that may prevent or interfere with such compliance in the future which, individually or in the aggregate, would have a Material Adverse Effect.

(b) There is no Environmental Claim pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries, or, to the knowledge of the Company, against any person or entity whose liability for any Environmental Claim the Company or any of its subsidiaries has or may have retained or assumed either contractually or by operation of law, which individually or in the aggregate would reasonably be expected to have a Material Adverse Effect.

(c) There are no present actions, activities, circumstances, conditions, events or incidents (including, without limitation, the release, emission, discharge, presence or disposal of any Hazardous Material) which could form the basis of any Environmental Claim against the Company or any of its subsidiaries, or, to the knowledge of the Company, against any person or entity whose liability for any Environmental Claim the Company or any of its subsidiaries has or may have retained or assumed either contractually or by operation of law, which individually or in the aggregate would reasonably be expected to have a Material Adverse Effect.

(d) Neither the Company nor any of its subsidiaries has, and to the knowledge of Company, no other person has Released (as defined below), placed, stored, buried or dumped Hazardous Materials or any other wastes (including, but not limited to, biological wastes) produced by, or resulting from, any business, commercial or industrial activities, operations or processes, on, beneath or adjacent to any property owned, operated or leased or formerly owned, operated or leased by the Company or any of its subsidiaries, and neither the Company nor any of its subsidiaries has received notice that it is a potentially responsible party for the Cleanup of any property, whether or not owned or operated by the Company or any of its subsidiaries, which individually or in the aggregate would reasonably be expected to have a Material Adverse Effect.

(e) The Company has no material reports, studies, analyses, tests or monitoring possessed or initiated by the Company or any of its subsidiaries pertaining to Hazardous Materials in, on, beneath or adjacent to the property owned or leased by the Company or any of its subsidiaries or regarding the Company's and its subsidiaries' compliance with applicable Environmental Laws.

(f) Except as set forth in Schedule 4.13, no transfers of material permits or other material governmental authorizations under Environmental Laws, and no additional material permits or other material governmental authorizations under Environmental Laws, will be required to permit the Company and its subsidiaries, as the case may be, to be in compliance in all material respects with all applicable Environmental Laws immediately following the transactions contemplated hereby.

(g) To the knowledge of the Company, as of the date hereof, there is not any noncompliance, allegation of noncompliance, pending or threatened Environmental Claim, actions, circumstances, conditions, events, incidents, Releases, placement, storage, burial or dumping described in paragraphs (a) through (d) above which represents a current liability or could reasonably be expected to result in liability exceeding $200,000 in the aggregate, other than as disclosed in the SEC Reports filed prior to the date hereof.

Section 4.14 INTELLECTUAL PROPERTY.

(a) Schedule 4.14(a) sets forth a complete list of all patents, all material patent applications, all trademarks and all service marks owned by the Company and each of its subsidiaries. The Company warrants that the Company or one of its subsidiaries is the sole owner of the property identified in Schedule 4.14(a), and that the Company and its subsidiaries

have not granted or promised to grant any exclusive licenses or any material non-exclusive licenses or covenants not to sue thereunder to any third party (other than to Parent or its subsidiaries and other than trademark or service mark licenses entered into in the ordinary course of business under distribution and supply agreements).

(b) Except as set forth on Schedule 4.14(b): (1) the Company and each of its subsidiaries owns, or is licensed to use (in each case, free and clear of any Liens in respect of the Company's or any of its subsidiaries' interests therein) all Intellectual Property (as defined below) used in or necessary for the conduct of its business as currently conducted; (2) the use of any Intellectual Property by the Company and its subsidiaries does not infringe on or otherwise violate the rights of any person; (3) no product (or component thereof or process) used, sold or manufactured by the Company or any of its subsidiaries infringes or otherwise violates the Intellectual Property of any other person; and (4) no person is challenging, infringing on or otherwise violating any right of the Company or any of its subsidiaries with respect to any Intellectual Property owned by and/or licensed to the Company and its subsidiaries, except for (2) through (4) as would not have a Material Adverse Effect. Without limiting the generality of the foregoing in parts (b)(2), (b)(3) and (b)(4) hereof, except as set forth on Schedule 4.14(b), the use, sale and/or manufacture by Company and its subsidiaries of microtitre products, LiPA products, rapid HIV diagnostic products, and bacteriology products, does not constitute a material violation of the rights or Intellectual Property of any other person. For purposes of this Agreement "Intellectual Property" shall mean trademarks, service marks, brand names, certification marks, trade dress, assumed names, trade names and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; inventions, discoveries and ideas, whether patentable or not in any jurisdiction; patents, applications for patents (including, without limitation, division, continuations, continuations in part and renewal applications), and any renewals, extensions or reissues thereof, in any jurisdiction; nonpublic information, trade secrets and confidential information and rights in any jurisdiction to limit the use or disclosure thereof by any person; writings and other works, whether copyrightable or not in any jurisdiction; registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; any similar intellectual property or proprietary rights; and any claims or causes of action arising out of or related to any infringement or misappropriation of any of the foregoing.

Section 4.15 SIGNIFICANT AGREEMENTS. Schedule 4.15, Section A, sets forth a complete and correct list of all of the following contracts, agreements, indentures, leases, mortgages, licenses, plans, arrangements, understandings, commitments (whether oral or written) and instruments (collectively, "Contracts") in effect as of the date hereof: (i) each Contract filed as an exhibit to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1997 and that would be required to be filed by the Company as an exhibit to an Annual Report Form 10-K under applicable rules and regulations of the SEC; (ii) any Contract (other than the leases) that are material to the business of the Company and its subsidiaries, taken as a whole (it being understood that, for the purposes hereof, any Contracts not calling for annual payments in excess of U.S.$500,000 in the next 12 months or for aggregate payments in excess

of U.S.$5,000,000 or any Contracts terminable by the Company or its subsidiaries without payment or penalty on 90 days' notice or less shall not be deemed to be material); and (iii) any Contract relating to Intellectual Property and set forth on Schedule 4.15, Section C (the contracts, agreements and commitments listed in Schedule 4.15, collectively, the "Significant Agreements"). Except as noted on Schedule 4.15, the Company has heretofore furnished to Parent complete and correct copies of the Significant Agreements, each as amended or modified to the date hereof (including any waivers with respect thereto). Except as set forth on Schedule 4.15 or pursuant to Significant Agreements or as set forth in the SEC Reports filed prior to the date hereof, since December 31, 1997, there have been no transactions between the Company or any of its subsidiaries, on the one hand, and the other parties to the Significant Agreements or any of their respective affiliates, on the other hand, other than transactions in the ordinary course of business consistent with past practice. As of the date hereof, each of the Significant Agreements is in full force and effect and enforceable in accordance with its terms subject to equity principles and bankruptcy laws and other similar laws effecting creditors' rights generally. As of the date hereof, neither the Company nor any of its subsidiaries has received any notice (written or oral) of cancellation or termination of, or any expression or indication of an intention or desire to cancel or terminate, any of the Significant Agreements. As of the date hereof, no Significant Agreement is the subject of, or, to the Company's knowledge, has been threatened to be made the subject of, any arbitration, suit or other legal proceeding. As of the date hereof, with respect to any Significant Agreement which by its terms will terminate as of a certain date unless renewed or unless an option to extend such Significant Agreement is exercised, neither the Company nor any of its subsidiaries has received any notice (written or oral), or otherwise has any knowledge, that any such Significant Agreement shall not be, or is not likely to be, so renewed or that any such extension option shall not be exercised. As of the date hereof, there exists no event of default or occurrence, condition or act on the part of the Company or any of its subsidiaries or, to the knowledge of the Company, on the part of the other parties to the Significant Agreements which constitutes or would constitute (with notice or lapse of time or both) a breach of or default under any of the Significant Agreements and which, individually or in the aggregate, would have a Material Adverse Effect. As of the date hereof, without limiting the generality of the foregoing, the Company and its subsidiaries are not in material breach or default of any of the terms of any of the agreements identified on Schedule 4.15, Section C. Except as set forth on Schedule 4.15, Section B, the execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby do not and shall not conflict with, or result in the breach or termination of any provision of or constitute a default (with or without the giving of notice or the lapse of time or both) under, or give rise to any right of termination, cancellation, or loss of any benefit to which the Company or any of its subsidiaries is entitled under any provision of any Significant Agreement.

Section 4.16 INSURANCE. Schedule 4.16 sets forth a complete and correct list of all material insurance policies in effect as of the date hereof (including a brief summary of the nature and terms thereof and any amounts paid or payable to the Company or any of its subsidiaries thereunder) providing coverage in favor of the Company or any of its subsidiaries or any of their respective properties. Each such policy is in full force and effect, no notice of

termination, cancellation or reservation of rights has been received with respect to any such policy, to the knowledge of the Company there is no default with respect to any provision contained in any such policy, and there has not been any failure to give any notice or present any claim under any such policy in a timely fashion or in the manner or detail required by any such policy, except for any such failures to be in full force and effect, any such terminations, cancellations, reservations or defaults, or any such failures to give notice or present claims which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. The coverage provided by such policies is reasonable in scope and amount, in light of the risks attendant to the business and activities of the Company and its subsidiaries except for such absences of coverage which would not, individually or in the aggregate, have a Material Adverse Effect.

Section 4.17 PROPERTIES. The Company and its subsidiaries do not own any real property. As of the date hereof, to the knowledge of the Company, the plants and buildings of the Company and its subsidiaries used in the operation of their business are structurally sound, have no known material defects and are in good operating condition and repair (normal wear and tear excepted). Schedule 4.17 sets forth a complete list of all material real property and personal property leases of the Company and its subsidiaries. All such leases are valid, binding and enforceable against the Company and its subsidiaries (and, to the knowledge of the Company, against each other party thereto) in accordance with their respective terms, and there does not exist, under any lease of real property or personal property calling for annual payments exceeding $100,000 or more, any material defect or any event which, with notice or lapse of time or both, would constitute a material default by the Company or its subsidiaries or, to the knowledge of the Company, by any other party thereto except for such third party breaches as would not have a Material Adverse Effect and except as such enforceability may be limited by equity principles, bankruptcy laws and other similar laws affecting creditors' rights generally.

Section 4.18 LABOR MATTERS. Except as set forth in Schedule 4.18, as of the date hereof, neither the Company nor any of its subsidiaries is a party to any collective bargaining or other labor union contract applicable to more than 10 persons employed by the Company or any of its subsidiaries, no collective bargaining agreement is being negotiated by the Company or any of its subsidiaries and the Company has no knowledge of any activities or proceedings of any labor union to organize any of their respective employees. There is no labor dispute, strike or work stoppage against the Company or any of its subsidiaries pending or, to the Company's knowledge, threatened which may interfere with the respective business activities of the Company or any of its subsidiaries, except where such dispute, strike or work stoppage would not reasonably be expected to have a Material Adverse Effect.

Section 4.19 REGULATORY MATTERS.

(a) (i) With respect to each product that is, directly or indirectly, being (i) researched for human diagnostics or (ii) distributed for commercial sale by the Company or any of its subsidiaries (the "Products"): (a)(i)(A) the Company and its subsidiaries have obtained all applicable approvals, clearances, authorizations, licenses and registrations required by United

States or foreign governments or government agencies, to permit the manufacture, distribution, sale (including reimbursement and pricing), marketing or human research of such Product (collectively, "Licenses"); (B) the Company and its subsidiaries are in compliance in all material respects with all terms and conditions of each License in each country in which such Product is marketed, and with all requirements pertaining to the manufacture, distribution, sale or human research of such Product which is not required to be the subject of a License; (C) the Company and its subsidiaries are in compliance in all material respects with all applicable requirements (as set forth in relevant statutes and regulations) regarding registration, licensure or notification for each site (in any country) at which such Product is manufactured, processed, packed, held for distribution or from which it is distributed; and (D) to the extent such Product is intended for export from the United States, the Company and its subsidiaries are in compliance in all material respects with either all United States Food and Drug Administration ("FDA") requirements for marketing or 21 U.S.C. Section 381(e) or 382; (ii) all manufacturing operations performed by the Company and its subsidiaries have been and are being conducted in full compliance with the current good manufacturing practice, including, but not limited to, the good manufacturing practice regulations issued by the FDA and counterpart requirements in the European Union and other countries; (iii) all nonclinical laboratory studies, as described in 21 C.F.R. Section 58.3(d), sponsored by the Company or any of its subsidiaries have been and are being conducted in full compliance with the good laboratory practice regulations set forth in 21 C.F.R. Part 58 and counterpart requirements in the European Union and other countries; and (iv) the Company and its subsidiaries are in full compliance with all reporting requirements for all Licenses or plant registrations described in the preceding clauses (a)(i)(A) and (a)(i)(C), including, but not limited to, the adverse event reporting requirements for drugs in 21 C.F.R. Parts 312 and 314 and for devices in 21 C.F.R. Parts 812 and 803; except, in the case of the preceding clauses (a)(i)(A) through (a)(i)(D), inclusive, (a)(ii), (a)(iii) and (a)(iv), for any such failures to obtain or noncompliance which, individually or in the aggregate, would not have a Material Adverse Effect. Without limiting the generality of the foregoing definition of "Licenses", such definition shall specifically include, with respect to the United States, new drug applications, abbreviated new drug applications, product license applications, investigational new drug applications, premarket approval applications, premarket notifications under Section 510(k) of the Federal Food, Drug and Cosmetic Act, investigational device exemptions, and product export applications issued by the FDA, as well as registrations issued by the Drug Enforcement Administration of the Department of Justice.

(b) The Company will provide to Parent as promptly as practicable after the date hereof a complete and correct list of all Products as of the date hereof other than those not representing annual revenue in excess of U.S. $100,000 unless the aggregate annual revenue of all excluded Products exceeds U.S. $10,000,000.

(c) To the knowledge of the Company, neither the Company nor any of its subsidiaries nor any of their officers, employees or agents has made any untrue statement of a material fact or fraudulent statement to the FDA or any foreign equivalent, failed to disclose a fact required to be disclosed to the FDA or any foreign equivalent, or committed any act, made any statement, or failed to make any statement, that would reasonably be expected to provide a basis for the FDA

and any foreign equivalent to invoke its policy respecting, "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities," set forth in 56 Fed. Reg. 46191 (September 10, 1991).

Section 4.20 VOTING REQUIREMENTS. The affirmative vote (i) required by Policy 9.1 of the OSC and (ii) of the holders of 75% of all outstanding Shares present and voting and the filing of the appropriate documents as required by the BC Act and the federal laws of Canada) respecting the Amalgamation is the only vote of the holders of any class or series of Company Securities necessary to approve this Agreement and the transactions contemplated by this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PARENT AND SUBSIDIARY

Each of Parent and Subsidiary represents and warrants to the Company as follows:

Section 5.1 ORGANIZATION. Each of Parent and Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the state or province of its incorporation and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted, except where the failure to be so organized, existing and in good standing or to have such power and authority would not, individually or in the aggregate, materially and adversely affect Parent's and Subsidiary's ability to consummate the transactions contemplated hereby.

Section 5.2 AUTHORITY RELATIVE TO THIS AGREEMENT. Each of Parent and Subsidiary has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by the boards of directors of Subsidiary and Parent and by the sole shareholder of Subsidiary, and no other corporate proceedings on the part of Parent or Subsidiary are necessary to authorize this Agreement or to consummate the transactions so contemplated. This Agreement has been duly and validly executed and delivered by each of Parent and Subsidiary and constitutes a legal, valid and binding agreement of each of Parent and Subsidiary, enforceable against each of Parent and Subsidiary in accordance with its terms except as such enforceability may be limited by equity principles and by bankruptcy laws and other similar laws affecting creditors' rights generally.

Section 5.3 NON-CONTRAVENTION; REQUIRED FILINGS AND CONSENTS. (a) The execution, delivery and performance by Parent and Subsidiary of this Agreement and the consummation of the transactions contemplated hereby (including the Completion of the Acquisition) do not and shall not (i) contravene or conflict with the Certificate of Incorporation or By-Laws of Parent or the Articles of Association or Memorandum of Association of Subsidiary; (ii) assuming that all consents, authorizations and approvals contemplated by subsection (b) below have been obtained and all filings described therein have been made, contravene or conflict with or constitute a

violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to Parent or Subsidiary or any of their respective properties; (iii) conflict with, or result in the breach or termination of any provision of or constitute a default (with or without the giving of notice or the lapse of time or both) under, or give rise to any right of termination, cancellation, or loss of any benefit to which Parent or Subsidiary is entitled under any provision of any agreement, contract, license or other instrument binding upon Parent, Subsidiary or any of their respective properties, or allow the acceleration of the performance of, any obligation of Parent or Subsidiary under any indenture, mortgage, deed of trust, lease, license, contract, instrument or other agreement to which Parent or Subsidiary is a party or by which Parent or Subsidiary or any of their respective assets or properties is subject or bound; or (iv) result in the creation or imposition of any Lien on any asset of Parent or Subsidiary, except in the case of clauses (ii), (iii) and (iv) for any such contraventions, conflicts, violations, breaches, terminations, defaults, cancellations, losses, accelerations and Liens which, individually or in the aggregate, would not reasonably be expected to prevent or materially impair the ability of Parent and Subsidiary to consummate the Offer and the Completion of the Acquisition.

(b) The execution, delivery and performance by Parent and Subsidiary of this Agreement and the consummation of the transactions contemplated hereby (including the Completion of the Acquisition) by Parent and Subsidiary require no action by or in respect of, or filing with, any governmental body, agency, official or authority (whether domestic, foreign or supranational) other than (i) the filing of a compulsory acquisition notice, in the case of the Compulsory Acquisition, or the filing of amalgamation documents with the British Columbia Registrar of Companies and the filing and approval of an application to the Supreme Court of British Columbia in the case of the Amalgamation in accordance with the BC Act and any other Canadian provinical authorities; (ii) compliance with any applicable requirements of the HSR Act; (iii) compliance with the Canadian Competition Act; (iv) compliance with the Investment Canada Act and any other Canadian provincial authorities; (v) compliance with any applicable requirements of any laws or regulations relating to the regulation of monopolies or competition in Germany and compliance with any applicable requirements of the United Kingdom Fair Trading Act, (vi) compliance with any applicable requirements of the Exchange Act and state and provincial securities, takeover and Blue Sky laws; and (vii) such actions or filings which, if not taken or made, would not, individually or in the aggregate, materially interfere with the consummation by Parent and Subsidiary of the transactions contemplated by this Agreement.

Section 5.4 OFFER DOCUMENTS; BOARD RECOMMENDATION STATEMENT; PROXY STATEMENT. Neither the Offer Documents, nor any of the information provided by Parent or Subsidiary and/or by their auditors, legal counsel, financial advisors or other consultants or advisors specifically for use in the Board Recommendation Statement shall, on the respective dates on which the Offer Documents, the Board Recommendation Statement or any supplements or amendments thereto are filed with the SEC or the appropriate Canadian authorities or on the date first published, sent or given to the Company's shareholders, as the case may be, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which

they were made, not misleading. Notwithstanding the foregoing, neither Parent nor Subsidiary makes any representation or warranty with respect to any information provided by the Company and/or by its auditors, legal counsel, financial advisors or other consultants or advisors specifically for use in the Offer Documents. None of the information provided by or prepared by Parent or Subsidiary and/or by their auditors, attorneys, financial advisors or other consultants or advisors specifically for use in the Proxy Statement shall, at the time filed with the SEC or any appropriate Canadian authority, at the time mailed to the Company's shareholders, at the time of the Shareholders' Meeting or at the Effective Time, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The Offer Documents shall comply as to form in all material respects with the provisions of the Exchange Act and the rules and regulations thereunder.

Section 5.5 NO PRIOR ACTIVITIES. Since the date of its incorporation, neither Subsidiary nor Amalco has not engaged in any activities other than in connection with or as contemplated by this Agreement or in connection with arranging any financing required to consummate the transactions contemplated hereby.

Section 5.6 FINANCING. Subsidiary has or shall have available to it all funds necessary to satisfy its obligations hereunder, including, without limitation, the obligation to pay the Per Share Amount pursuant to the Offer and the Completion of the Acquisition and to pay all related fees and expenses in connection with the Offer and the Completion of the Acquisition.

Section 5.7 NO SHARE OWNERSHIP. Immediately prior to the execution of this Agreement, neither Parent nor Subsidiary is the beneficial or record owner of any Shares.

ARTICLE VI

COVENANTS

Section 6.1 CONDUCT OF BUSINESS OF THE COMPANY. Except as otherwise expressly provided in this Agreement, during the period from the date hereof to the time Subsidiary's designees are elected as directors of the Company pursuant to Section 1.3, the Company and its subsidiaries shall each conduct its operations in the ordinary course of business consistent with past practice, and the Company and its subsidiaries shall each use its reasonable best efforts to preserve intact its business organization, to keep available the services of its officers and employees and to maintain existing relationships with licensors, licensees, suppliers, contractors, distributors, customers and others having business relationships with it. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, prior to the Effective Time, neither the Company nor any of its subsidiaries shall, without the prior written consent of Subsidiary, which consent shall not unreasonably be withheld or delayed:

(a) amend or propose to amend its Articles of Association or Memorandum of Association or equivalent organizational documents, or increase or propose to increase the number of directors of the Company;

(b) authorize for issuance, issue, sell, deliver or agree or commit to issue, sell or deliver (whether through the issuance or granting of options, warrants, commitments, subscriptions, rights to purchase or otherwise) any stock of any class or any other securities or equity equivalents (including, without limitation, stock appreciation rights), except (i) under the ESPP, (ii) the issuance of up to 16,816 Shares pursuant to the Company's bonus plan or (iii) as required by option agreements as in effect as of the date hereof, or amend any of the terms of any such securities or agreements outstanding as of the date hereof;

(c) split, combine or reclassify any shares of its capital stock, declare, set aside or pay any dividend or other distribution (whether in cash, stock, or property or any combination thereof) in respect of its capital stock, or redeem, repurchase or otherwise acquire any of its securities or any securities of its subsidiaries;

(d) (i) incur any indebtedness for borrowed money or issue any debt securities or, except in the ordinary course of business consistent with past practice, assume, guarantee or endorse the obligations of any other person (other than to wholly owned subsidiaries of the Company); (ii) make any loans, advances or capital contributions to, or investments in, any other person (other than to wholly owned subsidiaries of the Company); (iii) pledge or otherwise encumber shares of capital stock of the Company or any of its subsidiaries; or (iv) except in the ordinary course of business consistent with past practice, mortgage or pledge any of its assets, tangible or intangible, or create or suffer to exist any Lien thereupon other than Permitted Liens;

(e) enter into, adopt or (except as may be required by law) amend or terminate any bonus, profit sharing, compensation, severance, termination, stock option, stock appreciation right, restricted stock, performance unit, stock equivalent, stock purchase agreement, pension, retirement, deferred compensation, employment, severance or other employee benefit agreement, trust, plan, fund or other arrangement for the benefit or welfare of any director, officer or employee, or (except, in the case of employees who are not officers or directors, for normal compensation increases in the ordinary course of business consistent with past practice that, in the aggregate, do not result in a material increase in benefits or compensation expense to the Company) increase in any manner the compensation or benefits of any director, officer or employee or pay any benefit not required by any plan or arrangement as in effect as of the date hereof (including, without limitation, the granting or repricing of stock options, restricted stock, stock appreciation rights or performance units);

(f) acquire, sell, lease, encumber, transfer or dispose of any assets outside the ordinary course of business consistent with past practice or any assets which in the aggregate are material to the Company and its subsidiaries, taken as a whole, or enter into any contract, agreement, commitment or transaction outside the ordinary course of business consistent with past practice;

(g) except as may be required as a result of a change in law or in generally accepted accounting principles, change any of the accounting principles or practices used by it;

(h) (i) acquire (by amalgamation, merger, consolidation or acquisition of stock or assets) any corporation, partnership or other business organization or division thereof; (ii) authorize any new capital expenditure or expenditures which, individually, is in excess of U.S.$200,000 between the date hereof and March 31, 1998 and, thereafter, in excess of the amounts set forth in the monthly capital budgets to be prepared by the Company and approved by Parent in its reasonable discretion; (iii) settle any litigation; or (iv) enter into or amend any contract, agreement, commitment or arrangement with respect to any of the foregoing;

(i) make any material Tax election or settle or compromise any material Tax liability;

(j) pay, discharge or satisfy any claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction in the ordinary course of business consistent with past practice or in accordance with their terms;

(k) terminate, modify, amend or waive compliance with any material provision of, any of the Significant Agreements, or fail to take any action necessary to preserve the material benefits of any Significant Agreement to the Company or any of its subsidiaries;

(l) enter into any agreement providing for the acceleration of payment or performance or other consequence as a result of a change in control of the Company;

(m) enter into any agreement providing for any license (other than trademark or service mark licenses under supply or distribution contracts entered into in the ordinary course of business), sale, assignment or otherwise transfer any Intellectual Property or grant any covenant not to sue with respect to any of its Intellectual Property;

(n) enter into any commitments to Professionals outside the ordinary course of business or in excess of the amounts permitted by Section 4.8;

(o) cancel or terminate any material insurance policies (other than in connection with acquiring substantially equivalent replacement policies) or reduce the amount of coverage thereunder; or

(p) take, or agree in writing or otherwise to take, any of the actions described above in Section 6.1.

Section 6.2 ACCESS TO INFORMATION. (a) Subject to applicable law, any third party confidentiality agreements and the agreements set forth in Section 6.2(b), between the date hereof and the Effective Time, the Company shall give each of Parent and Subsidiary and their

counsel, financial advisors, auditors, and other authorized representatives reasonable access to all employees, plants, offices, warehouses and other facilities and to all books and records of the Company and its subsidiaries, including its outside auditors, shall permit each of Parent and Subsidiary and their respective counsel, financial advisors, auditors and other authorized representatives to make such inspections as Parent or Subsidiary may reasonably require and shall cause the Company's officers or representatives and those of its subsidiaries to furnish promptly to Parent or Subsidiary or their representatives such financial and operating data and other information with respect to the business and properties of the Company and any of its subsidiaries as Parent or Subsidiary may from time to time request. No investigation pursuant to this Section 6.2 shall affect any representations or warranties of the parties herein or the conditions to the obligations of the parties hereunder. Information to which the Company shall afford Parent access that pertains to the Company's leased properties includes copies of all of the leases as well as copies of all documents, reports, studies, inspections, surveys, title reports, building occupancy and zoning permits, easements, recorded instruments and other information in the Company's possession which pertain to utilities, infrastructure, zoning, environmental condition, the leases, and any other condition affecting the leased properties, and such copies are, to the knowledge of the Company, correct and complete.

(b) Notwithstanding any provision of the Confidentiality Agreement dated February 22, 1998 between Parent and the Company, Parent and Subsidiary may (i) enter into this Agreement, (ii) acquire Shares pursuant to the Offer and the Completion of the Acquisition and (iii) make such disclosures in connection with the Offer, the Offer Documents and the Proxy Statement as Parent and Subsidiary may determine in their reasonable discretion is required by applicable law.

Section 6.3 REASONABLE BEST EFFORTS. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, Parent, Subsidiary and the Company shall cooperate with one another (i) in the preparation and filing of the Offer Documents, the Board Recommendation Statement, the Proxy Statement and any required filings under the HSR Act and the other laws referred to in Sections 4.4(b) and 5.3(b); (ii) in determining whether action by or in respect of, or filing with, any governmental body, agency, official or authority (either domestic or foreign) is required, proper or advisable or any actions, consents, waivers or approvals are required to be obtained from parties to any contracts, in connection with the transactions contemplated by this Agreement; and (iii) in seeking timely to obtain any such actions, consents and waivers and to make any such filings.

Section 6.4 PUBLIC ANNOUNCEMENTS. Parent and Subsidiary, on the one hand, and the Company, on the other hand, shall consult with each other before issuing any press release or otherwise making any public statements with respect to the transactions contemplated by this Agreement and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable law or by applicable rules of any

securities exchange or inter-dealer quotation system. The initial joint announcement of the transactions contemplated by this Agreement shall be in the form attached hereto as Annex B.

Section 6.5 INDEMNIFICATION. (a) For a period not less than six years from the Effective Time, Parent shall (i) indemnify and hold harmless the directors, officers, employees and agents of the Company (the "Indemnified Parties") from and against claims, losses or obligations arising out of events occurring prior to the Effective Time and relating to their service as a director, officer, employee or agent of the Company except to the extent an Indemnified Party has acted in bad faith or in a manner he did not reasonably believe to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful and (ii) cause the Company or Amalco, as the case may be, to maintain in effect the provisions in its Articles of Association and Memorandum of Association containing the provisions with respect to exculpation of director and officer liability and indemnification set forth in the Articles of Association and Memorandum of Association of the Company on the date of this Agreement to the fullest extent permitted under applicable law, which provisions shall not be amended, repealed or otherwise modified except as required by applicable law or except to make changes permitted by applicable law that would enlarge the exculpation or rights of indemnification thereunder. In the event of any claim made against an Indemnified Party covered by this Section 6.5(a), unless Parent, the Company or Amalco has elected to defend that claim, Parent, the Company or Amalco shall advance the reasonable fees and expenses of counsel selected by that Indemnified Party (which counsel shall be reasonably satisfactory to Parent and which counsel shall be the same for all Indemnified Parties unless a conflict of interest between them requires more than one counsel), upon receipt of a written undertaking by or on behalf of that Indemnified Party to repay such amounts if it shall ultimately be determined that Indemnified Party is not entitled to be indemnified under this Section 6.5(a). In the event of any claim made against an Indemnified Party covered by this Section 6.5(a), unless Parent, the Company or Amalco has elected to defend that claim, Parent, the Company or Amalco shall advance the reasonable fees and expenses of counsel selected by that Indemnified Party (which counsel shall be reasonably satisfactory to Parent and which counsel shall be the same for all Indemnified Parties unless a conflict of interest between them requires more than one counsel), upon receipt of a written undertaking by or on behalf of that Indemnified Party to repay such amounts if it shall ultimately be determined that Indemnified Party is not entitled to be indemnified under this Section 6.5(a).

(b) Parent shall cause Amalco to maintain in effect for six years from the Effective Time, to the extent available, the coverage provided by the current directors' and officers' liability insurance policies maintained by the Company (provided that Amalco may substitute therefor policies of at least the same coverage containing terms and conditions which are not materially less favorable) with respect to matters occurring prior to the Effective Time; PROVIDED, HOWEVER, that nothing contained herein shall require Amalco to incur any annual premium in excess of 200% of the last annual aggregate premium paid prior to the date of this Agreement for all current directors' and officers' liability insurance policies maintained by the Company which the Company represents and warrants to be not in excess of U.S.$225,000 (the "Current Premium")

as of the date hereof. If such premiums for such insurance would at any time exceed 200% of the Current Premium, then Amalco shall maintain policies of insurance which, in Amalco's good faith determination, provide the maximum coverage available at an annual premium equal to 200% of the Current Premium.

Section 6.6 NOTIFICATION OF CERTAIN MATTERS. The Company shall give prompt notice to Parent or Subsidiary, and Parent or Subsidiary shall give prompt notice to the Company, as the case may be, of (i) the occurrence, or non-occurrence, of any event the respective occurrence, or non-occurrence, of which would be likely to cause any representation or warranty contained in this Agreement to be untrue or inaccurate and (ii) any failure of the Company, Parent or Subsidiary, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; PROVIDED, that the delivery of any notice pursuant to this Section 6.6 shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice.

Section 6.7 TERMINATION OF STOCK PLANS.

(a)The Board (or, if appropriate, any committee thereof) shall adopt such resolutions or take such other actions as are required (i) to suspend the ESPP and employee contributions thereto effective as of March 16, 1998, (ii) to terminate the ESPP as of the date that Shares are purchased in the Offer and (iii) to ratify, for purposes of Section 16(b) of the Exchange Act, the transactions under this clause (a). If the date of the consummation of the Offer occurs prior to the next Investment Date (as defined in the ESPP), then the ESPP will refund the payroll deductions made by the ESPP participants during the Offering Period (as defined in the ESPP) immediately preceding that Investment Date to the participants. If the date of the consummation of the Offer occurs on or after the Investment Date, then as the payroll deductions will be applied to make purchases of Shares as provided in the ESPP.

(b) Prior to the consummation of the Offer, the Board (or, if appropriate, any committee thereof) shall adopt such resolutions or take such other actions as are required to ensure that, following the Effective Time, no participant in any stock, stock option, stock appreciation or other benefit plan of the Company or any of its subsidiaries shall have any right thereunder to acquire any capital stock of the Company or Amalco.

Section 6.8 NO SOLICITATION. (a) The Company will immediately cease any existing discussions or negotiations with any third parties conducted prior to the date hereof with respect to any Acquisition Proposal (as defined below). The Company shall not, directly or indirectly, through any officer, director, employee, representative or agent or any of its subsidiaries, (i) solicit, initiate, continue or encourage any inquiries, proposals or offers that constitute an inquiry, proposal or offer relating to an amalgamation, merger, consolidation, business combination, sale of substantial assets, sale of shares of capital stock (including, without limitation, by way of a tender offer) or similar transactions involving the Company or any of its subsidiaries, other than the transactions contemplated by this Agreement (any of the foregoing inquiries or proposals being referred to in this Agreement as an "Acquisition Proposal"), (ii)

solicit, initiate, continue or engage in negotiations or discussions concerning, or provide any non-public information or data to any person or entity relating to, any Acquisition Proposal, or (iii) agree to, approve or recommend any Acquisition Proposal; PROVIDED, that nothing contained in this Section 6.8 shall prevent the Company from (A) prior to the purchase by Subsidiary of Shares pursuant to the Offer, furnishing non-public information or data to, or entering into discussions or negotiations with, any person in connection with an unsolicited bona fide written Acquisition Proposal by such person or recommending an unsolicited bona fide written Acquisition Proposal to the shareholders of the Company, if and only to the extent that (1) the Board determines in good faith, based upon the written advice of its independent financial advisors, that such Acquisition Proposal would, if consummated, result in a transaction more favorable to the Company's shareholders from a financial point of view than the transactions contemplated by this Agreement and the Board determines in good faith, based upon the written advice of independent legal counsel, that such action is required for the discharge of their fiduciary duties to shareholders under applicable law, (2) prior to furnishing such non-public information to, or entering into discussions or negotiations with, such person, the Company receives from such person an executed confidentiality agreement with terms no less favorable to the Company than those contained in the Confidentiality Agreement dated February 22, 1998 between Parent and the Company and (3) prior to furnishing such non-public information to such person, the Company delivers to Parent a copy of all such information concurrently with its delivery to the requesting party; or (B) complying with Rule 14e-2 promulgated under the Exchange Act with regard to an Acquisition Proposal. If the Board determines in good faith that any Acquisition Proposal constitutes a Superior Proposal (as defined below), the Board shall promptly give written notice, specifying the identity of the other party and the structure and material terms of such Superior Proposal (a "Notice of Superior Proposal"), to Parent. The Board may (subject to the following sentences of this subsection and compliance with Section 8.1(e) and Section 8.2(a)), to the extent the Board determines in good faith based upon written advice of independent legal counsel to be necessary in order to comply with their fiduciary duties under applicable law, approve or recommend any such Superior Proposal, approve or authorize the Company's entering into an agreement with respect to such Superior Proposal, approve or authorize the Company's entering into an agreement with respect to such Superior Proposal, approve the solicitation of additional takeover or other investment proposals or terminate this Agreement, in each case at any time after the fifth business day following delivery to Parent of the Notice of Superior Proposal. The Company may take any of the foregoing actions pursuant to the preceding sentence only if an Acquisition Proposal that was a Superior Proposal at the time of delivery of a Notice of Superior Proposal continues to be a Superior Proposal in light of any improved transaction proposed by Parent prior to the expiration of the five business day period specified in the preceding sentence. For purposes of this Agreement, a "Superior Proposal" means any bona fide proposal for an Acquisition Proposal that the Board determines in their good faith reasonable judgment based on the written advice of its financial advisors, to be made by a person with the financial ability to consummate such proposal and to provide greater aggregate value to the Company and/or the Company's shareholders than the transactions contemplated by this Agreement or otherwise proposed by Parent as contemplated above.

(b) The Company shall notify Parent immediately (and in no event later than 24 hours) after receipt by the Company of any Acquisition Proposal or any request for non-public information in connection with an Acquisition Proposal or for access to the properties, books or records of the Company by any person or entity that informs the Company that it is considering making, or has made, an Acquisition Proposal. Such notice shall be made orally and in writing and shall indicate in reasonable detail the identity of the offeror and the terms and conditions of such proposal, inquiry or contract.

Section 6.9 CHIRON LICENSE AGREEMENT. Immediately following the execution of this Agreement, the Company shall deliver the notice previously furnished to Parent to Chiron and Ortho pursuant to Clause 27 of the Agreement dated August 27, 1996 among Chiron Corporation, Johnson & Johnson/Ortho Diagnostics Systems, Inc. and the Company (the "Chiron/Ortho Agreement"). From and after the date hereof, the Company shall promptly notify Parent of and consult with Parent on all contacts or discussions with any other party to the Chiron/Ortho Agreement. Without the prior written consent, of Parent, the Company shall not amend, waive, modify, supplement or otherwise alter any provision of the Chiron/Ortho Agreement, nor shall the Company offer to enter into or enter into any contract, agreement, understanding or other arrangement with any person respecting the Chiron/Ortho Agreement or the subject matter thereof. Without the prior written consent of Parent under no circumstances shall the Company propose, negotiate or agree to any "fair value" as that term is described in Clause 27 of the Chiron/Ortho Agreement except, after consultation with Parent, as is otherwise specifically required to comply with the Chiron/Ortho Agreement or required by applicable law. The Company and its affiliates shall receive and retain respectively, in the Company and, as the case may be, its affiliates, any and all proceeds of any sale of the HCV immunoassay business for fair value pursuant to Clause 27 of the Chiron/Ortho Agreement. No exercise of the option contained in Clause 27 of the Chiron/Ortho Agreement or the sale of HCV immunoassay business resulting therefrom shall be deemed to be a breach of any representation, warranty or covenant contained in this Agreement, nor shall any such exercise be deemed to cause any condition contained in this Agreement or the Offer to be unsatisfied.

Section 6.10 LITIGATION BETWEEN PARENT AND THE COMPANY. Immediately after the execution of this Agreement, the parties shall (i) cease to actively prosecute the litigation between the Company and Parent, described under the heading "Abbott Litigation" in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1997 (the "Abbott Litigation") and (ii) ask the court in the Abbott Litigation to stay that litigation. Promptly after the purchase by Subsidiary of Shares pursuant to the Offer, the Company and Parent shall take all steps necessary to dismiss with prejudice the Abbott Litigation.

Section 6.11 RIGHTS PLAN. Unless this Agreement and the Shareholder Agreements have terminated without the purchase or acquisition by Parent or one of its Subsidiaries of Shares pursuant to one or both of those agreements, the Company shall not amend or modify its Rights Plan in a manner that would in any way nullify or conflict with the Rights Plan Amendments and Determinations, and shall not adopt any new shareholder rights plan or agreement or similar agreement, plan or measure that would nullify or conflict with the Rights Plan Amendments and

Determinations have an adverse effect on Parent, Subsidiary or any of their subsidiaries if Parent, Subsidiary or any of their subsidiaries purchase or acquire, or propose to purchase or acquire, any securities of the Company or enters into any agreement requiring or permitting the purchase or acquisition of any securities of the Company. Promptly after the date hereof, the Company shall deliver the certificate required by Section 5.5(d) of the Rights Plan respecting the Rights Plan Amendments and Determinations to the Rights Agent (as defined in the Rights Plan).

Section 6.12 POST-OPTION EXERCISE. If this Agreement has been terminated and Parent or any of its subsidiaries have purchased any Shares pursuant to any Shareholder Agreement: (a) Parent and Subsidiary shall for six months following such purchase use reasonable best efforts to consummate the Amalgamation on essentially the same terms and conditions provided herein, except that the conditions to Closing in Sections 7.1(d), 7.2 and 7.3 shall be deemed to be waived; and (b) if, despite the transaction contemplated by (a) above, the Amalgamation is not effected, Parent agrees that it and its affiliates shall not, for three (3) years following the purchase of Shares pursuant to any Shareholder Agreement, acquire Beneficial Ownership of any Shares at less than the Per Share Amount (as adjusted for stock splits and similar events); PROVIDED, HOWEVER, that the restrictions of this Section 6.12(b) shall not apply to the acquisition of less than two percent of the outstanding Shares by pension plans or similar fiduciary entities of Parent.

ARTICLE VII

CONDITIONS TO THE COMPLETION OF THE ACQUISITION

Section 7.1 CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE COMPLETION OF THE ACQUISITION. The respective obligations of each party hereto to effect the Completion of the Acquisition is subject to the satisfaction at or prior to the Effective Time of the following conditions:

(a) if required by applicable law, the Amalgamation shall have been approved by the affirmative vote of the shareholders of the Company by the requisite vote in accordance with applicable law and any court approval required for the Amalgamation shall have been obtained;

(b) there shall not be in effect any order, decree or ruling or other action restraining, enjoining or otherwise prohibiting the Completion of the Acquisition, which order, decree, ruling or action shall have been issued or taken by any court of competent jurisdiction or other governmental body located or having jurisdiction within the United States, Canada, Germany, the United Kingdom, the European Union or any other country or economic region in which the Company or any of its subsidiaries or Parent or any of its affiliates, directly or indirectly, has material assets or operations;

(c) (i) any waiting period applicable to the Completion of the Acquisition under the HSR Act, the Canadian Competition Act or the Investment Canada Act or any applicable requirements of any laws or regulations relating to the regulation of monopolies or competition in Germany shall have terminated or expired and (ii) the Office of Fair Trading has indicated, in terms satisfactory to the Parent and Subsidiary, that it is not the intention of the Secretary of State for Trade and Industry to refer the proposed acquisition of the Company, or any matter arising therefrom which directly affects the Parent, Subsidiary or the Company, to the Monopolies and Mergers Commission and;

(d) Subsidiary shall have purchased Shares pursuant to the Offer.

Section 7.2 CONDITIONS TO THE OBLIGATION OF PARENT AND SUBSIDIARY TO EFFECT THE COMPLETION OF THE ACQUISITION. The obligations of Parent and Subsidiary to effect the Completion of the Acquisition are subject to the satisfaction or waiver by Parent at or prior to the Effective Time of the following further conditions:

(a) The Company shall have performed in all material respects its covenants, agreements and obligations in Articles I, II and III up to the Effective Time; and

(b) Unless Subsidiary shall have purchased Shares pursuant to the Offer and except as otherwise contemplated by this Agreement, the representations and warranties of the Company contained in this Agreement which are qualified as to materiality shall be true and correct and those which are not so qualified shall be true and correct in all material respects, in each case, as of the date when made and at and as of the Closing as though newly made at and as of that time.

Section 7.3 CONDITIONS TO THE OBLIGATION OF THE COMPANY TO EFFECT THE COMPLETION OF THE ACQUISITION. The obligations of the Company to effect the Completion of the Acquisition are subject to the satisfaction or waiver by the Company at or prior to the Effective Time of the following further condition:

(a) Parent and Subsidiary shall have performed in all material respects their respective covenants, agreements and obligations under Articles I, II and III up to the Effective Time.

ARTICLE VIII

TERMINATION; EXPENSES; AMENDMENT; WAIVER

Section 8.1 TERMINATION. This Agreement may be terminated and the Offer and the Completion of the Acquisition may be abandoned, notwithstanding approval thereof by the shareholders of the Company:

(a) at any time prior to the Consummation of the Offer by mutual written consent of Parent, Subsidiary and the Company;

(b) at any time prior to the Effective Time by Parent or the Company if any court of competent jurisdiction or other governmental body located or having jurisdiction within or over the United States, Canada, the European Union, Germany, the United Kingdom or any other country or economic region in which the Company or any of its subsidiaries or Parent or any of its affiliates, directly or indirectly, has material assets or operations, shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the Offer or the Completion of the Acquisition and such order, decree, ruling or other action shall have become final and nonappealable;

(c) by Parent or the Company at any time on or after August 31, 1998 if Subsidiary shall not have purchased any Shares pursuant to the Offer; PROVIDED, that the right to terminate this Agreement under the foregoing shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause or resulted in such failure to purchase;

(d) by Parent prior to the purchase by Subsidiary of Shares pursuant to the Offer, if (i) there shall have been a breach of any representation or warranty of the Company contained herein which would reasonably be expected to materially and adversely affect the expected benefits for Parent of the transactions contemplated hereunder or prevent the consummation of the Offer or the Completion of the Acquisition or (ii) there shall have been a breach of any covenant or agreement of the Company contained herein which would reasonably be expected to materially and adversely affect the expected benefits for Parent of the transactions contemplated hereunder or prevent the consummation of the Offer or the Completion of the Acquisition and which, in the case of either (i) or (ii) above, if curable, shall not have been cured prior to ten business days following notice of such breach;

(e) prior to the purchase of Shares pursuant to the Offer and no earlier than five business days after the receipt by Parent of a Notice of Superior Proposal, if the Superior Proposal described in such Notice of Superior Proposal continues to be a Superior Proposal in light of any transaction proposed by Parent prior to the expiration of the fifth business day after the receipt by Parent of such Notice of Superior Proposal, by the Company if the Company's directors determine in good faith, based upon the written advice of its independent financial advisors, that such Acquisition Proposal would, if consummated, result in a transaction more favorable to the Company's shareholders from a financial point of view than the transactions contemplated by this Agreement and the Company's directors determine in good faith, based upon the written advice of independent legal counsel, that such action is required for the discharge of their fiduciary duties to shareholders under applicable law;

(f) at any time prior to the Consummation of the Offer by Parent if the Board shall have withdrawn or modified in a manner adverse to Parent or Subsidiary its approval of the Offer, this Agreement, the Completion of the Acquisition, its recommendation that the

Company's shareholders accept the Offer or the Company shall have entered into an agreement providing for an Acquisition Proposal or the Board shall have resolved to do any of the foregoing; or

(g) by the Company prior to the purchase by Subsidiary of Shares pursuant to the Offer, if (i) there shall have been a breach of any representation or warranty of Parent or Subsidiary contained herein which would reasonably be expected to materially and adversely affect the expected benefits for the Company's shareholders of the transactions contemplated hereunder or prevent the consummation of the Offer or the Completion of the Acquisition or (ii) there shall have been a breach of any covenant or agreement of Parent or Subsidiary contained herein which would reasonably be expected to materially and adversely affect the expected benefits for the Company's shareholders of the transactions contemplated hereunder or prevent the consummation of the Offer or the Completion of the Acquisition and which, in the case of either (i) and (ii) above, if curable, shall not have been cured prior to ten business days following notice of such breach.

Section 8.2 EFFECT OF TERMINATION. (a) If this Agreement is terminated pursuant to (i) Section 8.1(c) due to a failure to satisfy the Minimum Condition at any time after any person has made an Acquisition Proposal and, within twelve months of the date of such termination, the Company enters into a definitive agreement relating to an Acquisition Proposal at a price per Share that exceeds the Per Share Amount with any person, (ii) Section 8.1(d), (iii) Section 8.1(e) or (iv) Section 8.1(f), the Company shall pay Parent a non-refundable fee ofU.S.$10 million plus expenses of U.S.$2 million (except for a termination under Section 8.1(d), in which case only expenses of U.S.$2 million shall be payable) U.S.$10 million plus expenses of U.S.$2 million (except for a termination under Section 8.1(d), in which case only expenses of U.S.$2 million shall be payable), which amounts shall be payable, in the case of Section 8.2(a)(i) above, by wire transfer of same day funds within two business days after the date the Company enters into any such definitive agreement and, in the case of Sections 8.2(a)(ii), 8.2(a)(iii) or 8.2(a)(iv) above, by wire transfer of same day funds within two business days after this Agreement is so terminated. In the event of the circumstances described in this Section 8.2(a) and upon the timely payment of such non-refundable fee and/or expenses, such non-refundable fee and/or expenses shall be Parent's and Subsidiary's sole and exclusive remedy for any breach of any representation, warranty or covenant hereunder by the Company.

(b) In the event of the termination of this Agreement pursuant to Section 8.1, this Agreement shall forthwith become void and have no effect, other than provisions of this Section 8.2 and Section 8.3 (and, only if Parent or any of its subsidiaries have purchased Shares pursuant to the Shareholder Agreements, the representations and warranties about the Rights Plan Amendments and Determinations in Section 1.2 and the provisions of Section 6.11 and 6.12), which shall survive the termination of this Agreement; PROVIDED, HOWEVER, that no termination of this Agreement and nothing contained in this Section 8.2(b) shall relieve any party from liability for any breach of this Agreement.

Section 8.3 FEES AND EXPENSES. Subject to Section 8.2(a) above, each party shall bear its own expenses and costs in connection with this Agreement and the transactions contemplated hereby.

Section 8.4 AMENDMENT. Subject to Section 1.3(c), this Agreement may be amended by action taken by the Company, Parent and Subsidiary at any time before or after adoption of the Amalgamation by the shareholders of the Company (if required by applicable law) but, after any such approval, no amendment shall be made which decreases the Per Share Price or changes the form thereof or which adversely affects the rights of the Company's shareholders hereunder without the approval of such shareholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 8.5 EXTENSION; WAIVER. Subject to Section 1.3(c), at any time prior to the Effective Time, the Company, on the one hand, and Parent and Subsidiary, on the other hand, may (i) extend the time for the performance of any of the obligations or other acts of the other party, (ii) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document, certificate or writing delivered pursuant hereto, or (iii) waive compliance by the other party with any of the agreements or conditions contained herein. Any agreement on the part of any party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of such rights.

ARTICLE IX

MISCELLANEOUS

Section 9.1 NONSURVIVAL OF REPRESENTATIONS AND WARRANTIES. The representations and warranties made herein shall not survive beyond the consummation of the Offer. The covenants and agreements herein shall survive in accordance with their respective terms, including, but not limited to Section 6.5.

Section 9.2 ENTIRE AGREEMENT; ASSIGNMENT. This Agreement, the Shareholder Agreements and the Confidentiality Agreement between Parent and the Company dated February 22, 1998 (i) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and (ii) shall not be assigned by operation of law or otherwise; PROVIDED that Subsidiary may assign its rights and obligations in whole or in part to Parent or any subsidiary of Parent with prior written notice to the Company, but no such assignment shall relieve Subsidiary of its obligations hereunder if such assignee does not perform such obligations.

Section 9.3 NOTICES. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given

upon receipt) by delivery in person, by facsimile or by registered or certified mail (postage prepaid, return receipt requested), to the other party as follows:

if to Parent or Subsidiary:

Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois 60064-3500
Attn: President Diagnostics Division

with copies to:

Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois 60064-3500
Attn: Divisional Vice President,
Domestic Legal Operations (D-322)

if to the Company:

International Murex Technologies Corporation
2255 B. Queen Street, East, Suite 828
Toronto, ON M4E 1G3
Attn: President

with a copy to:

Reid & Priest LLP
40 West 57th Street
New York, NY 10019-4097
Attention: Bruce Rich

or to such other address as the person to whom notice is given may have previously furnished to the other in writing in the manner set forth above.

Section 9.4 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without regard to the principles of conflict of laws thereof.

Section 9.5 PARTIES IN INTEREST. Except for Section 6.5, which shall inure to the benefit of the persons identified therein, this Agreement shall be binding upon and inure solely to the benefit of each party hereto and its successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

Section 9.6 SPECIFIC PERFORMANCE. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity.

Section 9.7 SEVERABILITY. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement, or the

application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid and unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.8 DESCRIPTIVE HEADINGS. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 9.9 CERTAIN DEFINITIONS. For purposes of this Agreement, the term:

"affiliate" of a person means a person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned person;

"Amalco" means the corporation that is a wholly-owned indirect or direct subsidiary of Parent and continuing as a result of the Amalgamation.

"associate" of a person means a corporation or organization of which such person is an officer or partner or is, directly or indirectly, the beneficial owner of 10 percent or more of any class of equity securities or any person who is a director or officer of such person or any of its parents or subsidiaries;

"Beneficial Ownership" has the meaning set forth in Rule 13d-3 under the Exchange Act, excluding for these purposes the 60-day exercise and/or conversion limitation therein.

"BC Act" means the COMPANY ACT (British Columbia), RSBC 1996, c. 62.

"business day" shall mean any day other than a Saturday, Sunday or U.S. (or, if applicable under the context, Canadian) federal holiday.

"Cleanup" means all actions required to: (1) cleanup, remove, treat or remediate Hazardous Materials in the indoor or outdoor environment; (2) prevent the Release of Hazardous Materials so that they do not migrate, endanger or threaten to endanger public health or welfare of the indoor or outdoor environment; (3) perform pre-remedial studies and investigations and post-remedial monitoring and care; or (4) respond to any government requests for information or documents in any way relating to cleanup, removal, treatment or remediation or potential cleanup, removal, treatment or remediation of Hazardous Materials in the indoor or outdoor environment.

"control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the management policies of a person, whether through the ownership of stock, as trustee or executor, by contract or credit arrangement or otherwise;

"Effective Time" means (i) in the case of the Compulsory Acquisition, such time as all outstanding Shares are owned, directly or indirectly, by Parent or Subsidiary, and (ii) in the case of the Amalgamation, the time at which a certificate of amalgamation is issued by the British Columbia Registrar of Companies.

"Environmental Claim" means any claim, action, cause of action, investigation or notice (written or oral) by any person or entity alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (a) the presence, or Release into the indoor or outdoor environment, of any Hazardous Materials at any location, whether or not owned or operated by the Company or any of its subsidiaries or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.

"Environmental Laws" means all federal, state, local and foreign laws and regulations relating to pollution or protection of human health or the environment, including without limitation, laws relating to Releases or threatened Releases of Hazardous Materials into the indoor or outdoor environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, disposal, transport or handling of Hazardous Materials and all laws and regulations with regard to recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Materials.

"ESPP" means the International Murex Technologies Corporation Amended and Restated Employee Stock Purchase Plan.

"Hazardous Materials" means all substances defined as Hazardous Substances, Oils, Pollutants or Contaminants in the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Section 300.5, or defined as such by, or regulated as such under, and Environmental Law, or which otherwise may be the basis for any federal, state, local or foreign government requiring cleanup, removal, treatment or remediation.

"generally accepted accounting principles" shall mean the generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession in the United States, in each case applied on a basis consistent with the manner in which the audited financial statements for the fiscal year of the Company ended December 31, 1997 were prepared;

"knowledge" means actual knowledge of an executive officer of the Company after reasonable inquiry;

"Legal Requirement" means any statute, treaty ordinance, code, law, rule, regulation, order or other requirement, standard or procedure enacted, adopted or applied by any Governmental Entity, as well as any judicial decisions applying common law or interpreting any other Legal Requirement and/or any agreement entered into with a Governmental Entity in resolution of a dispute or otherwise.

"Permitted Liens" means (i) Liens specifically disclosed in the SEC Reports filed prior to the date hereof, (ii) Liens for Taxes, assessments and other governmental charges not yet due and payable, (iii) immaterial mechanics', workmen's, repairmen's, warehousemen's, carriers' or other like Liens arising or incurred in the ordinary course of business, (iv) easements, quasi-easements, licenses, covenants, rights-of-way, and other similar restrictions, in each case, which are a matter of public record, (v) any conditions that would be apparent during a physical inspection, (vi) zoning, building and other similar restrictions and (vii) other Liens which, individually or in the aggregate, would not and would not reasonably be expected to have a Material Adverse Effect.

"person" means an individual, corporation, partnership, association, trust, unincorporated organization, other entity or group (as defined in Section 13(d)(3) of the Exchange Act); and

"Proxy Statement" means the proxy or information statement or similar materials distributed to the Company's shareholders in connection with the Amalgamation, including any amendments or supplements thereto.

"Release" means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment (including, without limitation, ambient air, surface water, groundwater and land surface or subsurface strata) or into or out of any property, including the movement of Hazardous Materials through or in the air, soil, surface water, groundwater or property.

"Rights Plan" means the Shareholder Protection Rights Agreement dated August 31, 1995 between the Company and The Bank of New York.

"Shareholder Agreements" mean the letter agreements dated as of the date hereof among Parent and Edward J. DeBartolo, Jr., The Estate of Edward J. DeBartolo, University of Notre Dame, Robert Cusick and Michael Warren.

"subsidiary" or "subsidiaries" of any person means any corporation, partnership, joint venture or other legal entity of which such person (either alone or through or together with any other subsidiary), owns, directly or indirectly, 50% or more of the stock or other equity interests the holder of which is generally entitled to vote for the election of the board of directors or other governing body of such corporation, partnership, joint venture or other legal entity. For the

purposes hereof, wholly-owned subsidiaries shall include subsidiaries of a person the only shares not owned by such person are statutory qualifying shares.

Section 9.10 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its representatives thereunto duly authorized, all as of the day and year first above written.

INTERNATIONAL MUREX TECHNOLOGIES CORPORATION

By: /s/ F. Michael P. Warren

Name: F. Michael P. Warren
Title: Chairman

By: /s/ C. Robert Cusick

Name: C. Robert Cusick
Title: President

ABBOTT LABORATORIES

By: /s/ Miles D. White

Name: Miles D. White
Title: Executive Vice President

AAC ACQUISITION LTD.

By: /s/ Thomas D. Brown

Name: Thomas D. Brown
Title: Vice President

OFFER CONDITIONS

The capitalized terms used in this Annex A have the meanings set forth in the attached Agreement, except that the term "Acquisition Agreement" shall be deemed to refer to the attached Agreement and the term "Commission" shall be deemed to refer to the SEC.

Notwithstanding any other provision of the Offer, Subsidiary shall not be required to accept for payment or, subject to any applicable rules and regulations of the Commission, including without limitation, Rule 14e-1(c) under the Exchange Act (relating to Subsidiary's obligation to pay for or return Shares promptly after termination or withdrawal of the Offer), pay for any Shares tendered pursuant to the Offer, and may postpone the acceptance for payment or, subject to the restriction referred to above, payment for any Shares tendered pursuant to the Offer, and may terminate or amend the Offer and not accept for payment any Shares, if (i) the Minimum Condition shall not have been satisfied, (ii) any applicable waiting period under the HSR Act, the Canadian Competition Act, the Investment Canada Act, any applicable requirements of any laws or regulations relating to the regulation of monopolies or competition in Germany or any applicable requirements of the United Kingdom Fair Trading Act shall not have expired or been terminated, (iii) any other material applicable approval, permit, authorization, consent or waiting period of any domestic, foreign or supranational governmental, administrative or regulatory agency located or having jurisdiction within the United States or any other country or economic region in which the Company or any of its subsidiaries or Parent or any of its subsidiaries, directly or indirectly, has material assets or operations, shall not have been obtained or satisfied on terms satisfactory to Parent in its reasonable discretion; PROVIDED, that prior to August 31, 1998, Subsidiary shall not terminate the Offer by reason of the nonsatisfaction of any of the conditions set forth in clauses (ii) or (iii) above or in paragraphs (a) or (b) below if such nonsatisfaction is curable and shall extend the Offer (it being understood that this proviso shall not prohibit Subsidiary from terminating the Offer or failing to extend the Offer by reason of the nonsatisfaction of any other condition of the Offer), or (iv) at any time on or after March 20, 1998 and prior to the acceptance for payment of Shares, any of the following conditions occurs or has occurred or Subsidiary makes a good faith determination that any of the following conditions has occurred:

(a) there shall have been any action or proceeding brought by any governmental authority before any court, or any order or preliminary or permanent injunction entered in any action or proceeding before any court or governmental, administrative or regulatory authority or agency, located or having jurisdiction within the United States or any other country or economic region in which the Company or any of its subsidiaries or Parent or any of its subsidiaries, directly or indirectly, has material assets or operations, or any other action taken, proposed or threatened, or statute, rule, regulation, legislation, interpretation, judgment or order proposed, sought, enacted, entered, enforced, promulgated, amended, issued or deemed applicable to Subsidiary, the Company or any subsidiary or affiliate of Subsidiary or the

Company or the Offer, the Completion of the Acquisition or the transactions contemplated by the Acquisition Agreement, by any legislative body, court, government or governmental, administrative or regulatory authority or agency located or having jurisdiction within the United States or any other country or economic region in which the Company or any of its subsidiaries or Parent or any of its subsidiaries, directly or indirectly, has material assets or operations, which could reasonably be expected to have a Material Adverse Effect or to have the effect of: (i) making illegal, or otherwise directly or indirectly restraining or prohibiting the making of the Offer, the acceptance for payment of, payment for, or ownership, directly or indirectly, of some of or all the Shares by Parent or Subsidiary, the consummation of any of the transactions contemplated by the Acquisition Agreement or materially delaying the Completion of the Acquisition; (ii) prohibiting or materially limiting the ownership or operation by the Company or any of its subsidiaries, or by Parent or any of its subsidiaries, of all or any material portion of the business or assets of the Company or any of its subsidiaries or Parent or any of its subsidiaries, or compelling Subsidiary, Parent or any of Parent's subsidiaries to dispose of or hold separate all or any material portion of the business or assets of the Company or any of its subsidiaries or Parent or any of its subsidiaries, as a result of the transactions contemplated by the Acquisition Agreement; (iii) imposing or confirming limitations on the ability of Subsidiary, Parent or any of Parent's subsidiaries effectively to acquire or hold or to exercise full rights of ownership of Shares, including, without limitation, the right to vote any Shares on all matters properly presented to the shareholders of the Company, including, without limitation, the adoption and approval of the Acquisition Agreement and the Completion of the Acquisition or the right to vote any shares of capital stock of any subsidiary of the Company; or (iv) requiring divestiture by Parent or Subsidiary, directly or indirectly, of any Shares; or

(b) there shall have occurred (i) any general suspension of trading in, or limitation on prices for, securities on any securities exchange or in the over-the-counter market in the United States, (ii) the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory), (iii) any limitation (whether or not mandatory), by any United States governmental authority or agency on the extension of credit by banks or other financial institutions, or (iv) in the case of any of the situations described in clauses (i) through (iii) inclusive, existing as of the date of the Acquisition Agreement or at the date of the commencement of the Offer, a material acceleration or worsening thereof; or

(c) there shall have occurred or be occurring, or Subsidiary shall have become aware of any event or condition that would reasonably be expected to have a Material Adverse Effect; or

(d) the Company shall have breached or failed to perform in any material respect any of its covenants or agreements under the Acquisition Agreement and, if curable, shall have failed to cure such breach within ten business days of receipt of notice of such breach or failure to perform; or

(e) any of the representations and warranties of the Company set forth in the Acquisition Agreement that are qualified as to materiality shall not be true and correct or any of the representations and warranties of the Company set forth in the Acquisition Agreement that are not so qualified shall not be true and correct in any material respect, in each case as if such representations and warranties were made at the time of such determination (or, in the case of any representation and warranty made as of a specified date, as of such date) and if curable, shall have failed to cure such failure to be true and correct within ten business days of receipt of notice of such failure to be true and correct; or

(f) the Acquisition Agreement shall have been terminated in accordance with its terms; or

(g) the Board shall have withdrawn or modified in a manner adverse to Subsidiary its approval or recommendation of the Offer, the Acquisition Agreement or the Consummation of the Acquisition or shall have recommended, or the Company shall have entered into an agreement providing for, a Superior Proposal, or the Board shall have resolved to do any of the foregoing; or

(h) the Company shall have failed to adopt the Rights Plan Amendment and Determinations or shall have failed to comply with Section 6.11 of the Agreement;

which, in the reasonable judgment of Subsidiary in any such case, and regardless of the circumstances (including any action or omission by Subsidiary) giving rise to any such condition makes it inadvisable to proceed with such acceptance for payment or payments of Shares.

The foregoing conditions are for the sole benefit of Subsidiary and may be asserted by Subsidiary regardless of the circumstances giving rise to any such condition or may be waived by Subsidiary in whole or in part at any time or from time to time in its sole discretion. The failure by Subsidiary at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right, the waiver of any such right with respect to particular facts or circumstances shall not be deemed a waiver with respect to any other facts or circumstances, and each such right shall be deemed an ongoing right that may be asserted at any time or from time to time.

DONALDSON, LUFKIN & JENRETTE
Donaldson, Lufkin & Jenrette Securities Corporation
2121 Avenue of the Stars, Suite 3000, Los Angeles, CA 90067-5014
(310) 282-6161

February 22, 1998

Abbott Laboratories
100 Abbott Park Rd.
Abbott Park, IL 60064-3500

Gentlemen:

In connection with your consideration of a possible negotiated transaction by you or one or more of your affiliates (as the term "affiliate" is defined in the Securities Exchange Act of 1934, as amended (the "Exchange Act")), involving International Murex Technologies Corporation and its affiliates (collectively, the "Company") (a "Transaction"), the Company, Donaldson, Lufkin & Jenrette Securities Corporation ("DLJ"), acting as the Company's exclusive financial advisor in connection with the proposed Transaction, and their respective advisors and agents are prepared to make available to you certain information which is non-public, confidential or proprietary in nature.

By execution of this letter agreement (the "Agreement"), you agree to treat confidentially all such information disclosed hereunder in writing (or, if initially disclosed orally, promptly thereafter confirmed in writing) (the "Evaluation Material"), and to observe the terms and conditions set forth herein. You also agree that, subject to the fourth paragraph of this letter, prior to giving any of your directors, officers, employees, partners, affiliates, agents, advisors or representatives (hereinafter, "Representatives") access to any of the Evaluation Material, you shall inform such representatives of the confidential nature of the Evaluation Material and the obligations as set forth in this Agreement.

For purposes of this Agreement, Evaluation Material shall include, without limitation, all information, data, reports, analyses, compilations, studies, interpretations, projections, forecasts, records, and other materials (whether prepared by the Company, DLJ or otherwise and in whatever form maintained, whether documentary, computerized or otherwise), regardless of the form of communication, that contain or otherwise reflect information concerning the Company that you or your Representatives may be provided by or on behalf of the Company or DLJ in the course of your evaluation of a possible Transaction. The term "Evaluation Material" shall also include all information, data, reports, analyses, computations, studies, interpretations, projections, forecasts, records, notes, memoranda, summaries or other materials in whatever form maintained, whether documentary, computerized or otherwise, whether prepared by you or your Representatives or others, that contain or otherwise reflect or are based upon, in whole or in part, any such Evaluation Material or that reflect your review of, or interest in, all or any portion of the Company in contemplation of a Transaction (the "Notes"). This Agreement shall be inoperative as to those particular portions of the Evaluation Material that (i) were or become generally available to the public other than as result of a disclosure by you or any of your Representatives, (ii) were available to you on a non-confidential basis prior to the disclosure of such Evaluation Material to you pursuant to this Agreement, provided that the source of such information was not known by you or any of

your Representatives to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any of its affiliates with respect to such material or (iii) become available to you on a non-confidential basis from a source other than the Company or its agents, advisors or representatives provided that the source of such information was not known by you or any of your Representatives to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any of its affiliates with respect to such material.

You agree that you will not use the Evaluation Material for any purpose other than determining whether you wish to enter into a Transaction and evaluating any possible terms thereof. You agree for a period of two years from the date hereof not to disclose or allow disclosure to others of any Evaluation Material except with the specific prior written consent of the Company or except as expressly otherwise permitted by the terms of this Agreement; provided that, subject to the second paragraph of this Agreement, you may disclose Evaluation Material to your Representatives to the extent necessary to permit such Representatives to assist you in making the determination referred to in the prior sentence. You shall take all reasonable measures (including but not limited to court proceedings), at your sole expense, to restrain your Representatives from prohibited or unauthorized disclosure or use of the Evaluation Material. In furtherance of the foregoing, you agree that you will not use the Evaluation Material in any way detrimental to the Company. In particular, the Company and you agree that for a period of 12 months from the date of the signing of this Agreement neither you and your affiliates nor the Company and its affiliates will knowingly, as a result of knowledge or information obtained from the Evaluation Material or otherwise in connection with a possible Transaction, employ or attempt to employ or divert an employee of the other party or any of its affiliates with whom such party has had significant contact in connection with the Transaction.

Except as otherwise permitted by this Agreement, you agree that you will not make any disclosure (i) that you, DLJ or the Company are having or have had discussions, or that you have received Evaluation Material from the Company or DLJ concerning a Transaction, (ii) that you are considering a possible Transaction or (iii) concerning any discussions related to a possible Transaction, including the status thereof, any termination thereof, any decision on your part to no longer consider any such Transaction or any of the terms, conditions or other facts with respect thereto. Correspondingly, the Company agrees that it will not make any disclosure (i) that it has had or is having discussions with, or that it has sent Evaluation Material to, you regarding a Transaction, (ii) that it is considering a possible Transaction with you or (iii) concerning any discussion related to a possible Transaction with you, including the status thereof, any termination thereof, any decision on its part to no longer consider any such Transaction with you or any of the terms, conditions or other facts with respect thereto. Notwithstanding the foregoing, either party may make such disclosure if such party has received the opinion of its counsel that such disclosure must be made by it in order that it not commit a violation of law and, prior to such disclosure, it promptly advises and consults with the other party and its legal counsel concerning the information it proposes to disclose. Without limiting the generality of the foregoing, if (1) you have been afforded a reasonable opportunity to complete a reasonable due diligence investigation of the Company in connections with your making a proposal at or before 9:00 am Eastern Standard Time March 3, 1998 (an "Initial Proposal") respecting a possible Transaction; and (2) following such investigation, you have had a reasonable opportunity to formulate and make an Initial Proposal to the Company respecting a possible Transaction, then you further agree that, without the prior written consent of the Company,

you will not, directly or indirectly, enter into any agreement, arrangement or understanding with any person regarding a possible Transaction involving the Company or any of its affiliates other than any such agreements, arrangements or understandings with any of your Representatives. The term "person" as used in this letter shall be broadly interpreted to include, without limitation, the media and any corporation, partnership, group, individual or other entity.

Although the Company and DLJ have endeavored to include in the Evaluation Material information known to them which they believe to be relevant for the purpose of your investigation, you understand and agree that none of the Company, DLJ or any of their affiliates, agents, advisors or representatives (i) have made or make any representation or warranty, expressed implied, as to the accuracy or completeness of the Evaluation Material or (ii) shall have any liability whatsoever to you or your Representatives relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom, except in each case as may be made in a definitive agreement.

Without limiting the generality of the immediately preceding paragraph, the Evaluation Material may include certain statements, estimates and projections provided by the Company with respect to the anticipated future performance of the Company's business. Such statements, estimates and projections reflect various assumptions made by the Company concerning anticipated results, which assumptions may or may not prove to be correct. No representations are made as to the accuracy of such assumptions, statements, estimates or projections, including the budget. The only information that will have any legal effect will be specifically represented in a definitive purchase agreement; in no event will such definitive agreement contain any representation as to the projections.

In the event that you or anyone to whom you transmit any Evaluation Material in accordance with this Agreement are requested or required (by deposition, interrogations, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any proceeding, to disclose any Evaluation Material, you will give the Company prompt notice of such request or requirement so that the Company may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this Agreement, and you will reasonably cooperate with the Company, at the Company's expense, to obtain such protective order. In the event that such protective order or other remedy is not obtained or the Company waives compliance with the relevant provisions of this Agreement, you (or such other persons to whom such request is directed) will furnish only that portion of the Evaluation Material which is legally required to be disclosed. It is further agreed that, if in the absence of a protective order you (or such other persons to whom such request is directed) are nonetheless legally compelled to disclose such information, you may make such disclosure without liability hereunder, provided that you give the Company notice of the information to be disclosed as far in advance of its disclosure as is practicable and, upon the Company's request, use your reasonable best efforts to obtain assurances that confidential treatment will be accorded to such information and, provided further, that such disclosure was not caused by and did not result from a previous disclosure by you or any of your Representatives not permitted hereunder.

If you decide at any time that you do not wish to proceed with a Transaction, you will promptly notify the Chairman of the Company's Board of Directors, the Company's Chief Executive Officer (the "CEO") or DLJ of that decision. In that case, or if the Company shall elect at any time

to terminate further access by you to the Evaluation Material for any reason, you will promptly return to DLJ all Evaluation Material (and all copies thereof) in the possession of you or your affiliates or your Representatives and will destroy all Notes, provided, that you may retain in your Legal Division for archival purposes one (1) copy of the Evaluation Material and Notes. Notwithstanding the return or destruction of Evaluation Material and Notes, you and your Representatives will continue to be bound by your obligations of confidentiality and other obligations hereunder.

You hereby acknowledge that you are aware that the securities laws of the United States prohibit any person who has material, non-public information concerning the Company or a possible Transaction involving the Company from purchasing or selling securities in reliance upon such information or from communicating such information to any other person or entity under circumstances in which it is reasonably foreseeable that such person or entity is likely to purchase or sell such securities in reliance upon such information. Further, you hereby represent that you have no direct or indirect ownership interests in the Company other than any such ownership interest which may exist through a retirement trust.

You agree that, if (1) you have been afforded a reasonable opportunity to complete a reasonable due diligence investigation of the Company in connection with your making an Initial Proposal respecting a possible Transaction; and (2) following such investigation, you have had a reasonable opportunity to formulate and make an Initial Proposal to the Company respecting a possible Transaction, then for a period of six (6) months from the date of this Agreement, unless such shall have been specifically invited in writing by the current Board of Directors or replacements designated by members of the current Board of Directors of the Company, neither you nor any of your Representatives will in any manner, directly or indirectly, (a) effect or seek, offer or propose to effect, or cause or participate in or in any way assist or act as advisor to any other person to effect or seek, offer or propose to effect or participate in, (i) any acquisition of any securities (or beneficial ownership thereof) or assets of the Company or any of its subsidiaries; (ii) any tender or exchange offer or merger or other business combination involving the Company or any of its subsidiaries; (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with repsect to the Company or any of its subsidiaries; or (iv) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission) or consents to vote any voting securities of the Company, (b) otherwise act, alone or in concert with others, to seek to control or influence the management, Board of Directors or policies of the Company or (c) enter into any discussions or arrangements with any third party with respect to any of the foregoing; provided, however, that nothing contained in this Agreement shall prohibit you from making an Initial Proposal respecting a possible Transaction; and provided further, that, if (A) you shall have made an Initial Proposal to the Company regarding a possible Transaction; and (B) the Company's Board of Directors does not determine, in its sole discretion, in good faith that such Initial Proposal was unreasonable when made (and thereafter notify you in writing of such determination), nothing contained in this Agreement shall prohibit you or your Representatives from making any proposal to the Chairman of the Company's Board of Directors, the Company's CEO, the Company's Board of Directors or DLJ regarding any business combination or other Transaction involving the Company. You also agree during any such period not to request the Company (or its directors, officers, employees or agents), directly or indirectly, to amend or waive any provision of this paragraph (including this sentence). Notwithstanding the foregoing, this paragraph shall not apply, directly or

indirectly, to (1) any employee benefit, pension or welfare plan, trust or similar arrangement of yours or of any of your Representatives which is not under your control, or (2) any indirect activity of any Representative over which such Representative does not have substantial control.

You understand that (i) the Company and DLJ shall conduct the process for a possible Transaction as they in their sole discretion shall determine (including, without limitation, negotiating with any prospective buyer and entering into definitive agreements without prior notice to you or any other person), (ii) any procedures relating to such a Transaction may be changed at any time without notice to you or any other person, (iii) the Company shall have the right to reject or accept any potential buyer, proposal or offer, for any reason whatsoever, in its sole discretion, and (iv) notwithstanding the terms of this Agreement, neither you nor any of your Representatives shall have any claims whatsoever against the Company or DLJ or any of their respective directors, officers, stockholders, owners, affiliates or agents arising out of or relating to the Transaction, and neither the Company nor DLJ shall have any claims whatsoever against you or any of your Representatives arising out of or relating to the Transaction (other than those against the parties to a definitive agreement with you in accordance with the terms thereof).

It is further understood and agreed that DLJ will arrange for appropriate contacts for due diligence purposes. It is also understood and agreed that all (i) communications regarding a possible Transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings and (iv) discussions or questions regarding procedures, will be submitted or directed to DLJ or the Company's CEO or Chairman of the Board, and that none of you or your Representatives who are aware of the Evaluation Material and/or the possibility of a Transaction will initiate or cause to be initiated any communication with any other director, officer or employee of the Company concerning the Evaluation Material or a Transaction. It is understood that any expenses incurred by you in connection with such diligence activities shall be for your own account and at your own expense, and at no expense to the Company.

You agree that unless and until a definitive agreement between the Company and you with respect to any Transaction has been executed and delivered, neither the Company nor you will be under any legal obligation of any kind whatsoever with respect to such Transaction. Furthermore, it is agreed that neither you nor the Company has any obligation to negotiate the Transaction for any specified period of time or to enter into a definitive agreement.

The parties hereto agree that money damages would not be a sufficient remedy for any breach of this Agreement, that in addition to all other remedies each party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that any party has breached this Agreement, such party shall be liable and pay to the other party the reasonable legal fees incurred by the other party in connection with such litigation, including any appeal therefrom.

The Company reserves the right to assign its rights, powers and privileges under this Agreement (including, without limitation, the right to enforce the terms of this letter agreement) to any person who enters into a Transaction.

This Agreement constitutes the entire agreement regarding the subject matter hereof. All modifications of, waivers of and amendments to this Agreement or any part hereof must be in writing signed on behalf of you and the Company or by you and DLJ, as agent for the Company. You acknowledge that the Company is intended to be benefited by this Agreement and that the Company shall be entitled, either alone or together with DLJ, to enforce this Agreement and to obtain for itself the benefit of any remedies that may be available for the breach hereof.

It is further understood and agreed that no failure or delay by you or the Company in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of laws provisions. This Agreement is for the benefit of you and the Company and your and its respective directors, officers, employees and agents.

If you are in agreement with the foregoing, please so indicate by signing, dating and returning one copy of this Agreement, which will constitute our agreement with respect to the matters set forth herein.

Very truly yours,

INTERNATIONAL MUREX
TECHNOLOGIES CORPORATION

By: /s/ Chet Mehta

Chet Mehta
DONALDSON, LUFKIN & JENRETTE
SECURITIES CORPORATION
as Exclusive Agent

Agreed and Accepted:
ABBOTT LABORATORIES

By: /s/ Thomas D. Brown

Title: Corp V.P. Commercial Operations

Date: 2/22/98

Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois

March 13, 1998

Edward J. DeBartolo, Jr.

Dear Mr. DeBartolo:

This letter is to confirm our agreement regarding all of the 2,533,450 common shares, without par value, (the "Shares") of International Murex Technologies Corporation, a British Columbia corporation (the "Company") held by you. In order to induce Abbott Laboratories, an Illinois corporation ("Buyer") to enter into an Acquisition Agreement, to be dated as of the date hereof between the Company and Buyer (the "Acquisition Agreement"), you hereby agree as follows:

Subject to the terms and conditions hereof, on or prior to the expiration date of the tender offer to be commenced by Buyer pursuant to the Acquisition Agreement (the "Tender Offer"), you will tender to Buyer, or cause to be tendered, all of the Shares, regardless of whether a higher offer for such Shares has been made. If you withdraw your tender of Shares in the Tender Offer, you shall immediately, but in no event later than the expiration date of the Tender Offer re-tender such Shares to Buyer.

You hereby grant to Buyer the option (the "Option") to purchase any or all the Shares, at a price of at least of $13.00 per Share, until the date (the "Expiration Date") that is: (i) the date the Acquisition Agreement is terminated in accordance with its terms, unless such termination is an Applicable Termination (as defined below), in which case the Option shall continue as provided in the following clause (ii); or (ii) after an Applicable Termination, the date that is the later of (A) five business days following an Applicable Termination and (B) two business days following the receipt by Buyer of any of the governmental consents or approvals or the termination or expiration of any waiting periods referred to in Section 4.4(b)(ii), (iii), (iv) and (v) of the Acquisition Agreement; PROVIDED, HOWEVER, in no event shall the Option be exercisable after August 31, 1998. An "Applicable Termination" shall mean any termination of the Acquisition Agreement pursuant to Sections 8.1(d), 8.1(e) or 8.1(f) thereof.

You hereby agree not to sell, transfer or encumber the Shares (except in the Tender Offer or to Buyer) during the term of this letter agreement.

You hereby represent and warrant as to the Shares that (i) you are the sole owner of and have full right, power and authority to sell and vote the Shares, or if you are not the sole owner, you have the full right, power and authority to sell the Shares, and in either event, this letter agreement is a valid and binding agreement, enforceable against you, in accordance with its terms; (ii) neither the execution of this letter agreement nor the consummation by you of the transactions contemplated hereby will constitute a violation of, or conflict with, or default under,

any contract, commitment, agreement, understanding, arrangement or restriction of any kind to which you are a party or by which you or the Shares are bound; and (iii) Buyer or its subsidiary shall upon purchase of the Shares receive good and marketable title to the Shares, free and clear of all liens, claims, encumbrances and security interests of any kind.

Buyer hereby represents and warrants that it has the corporate power and it is duly authorized to enter into this letter agreement.

You hereby agree to vote all of the Shares, and any other common shares of the Company which you may own, or have the power to vote, (i) in the manner directed by Buyer with respect to any matters related to the acquisition of the Company by Buyer and (ii) against any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's intended acquisition of the Company. In furtherance of your voting agreement in this paragraph, you hereby revoke any and all previous proxies with respect to any of the Shares and grants to Buyer and such individuals or corporations as Buyer may designate an irrevocable proxy to vote all of the Shares owned by you in accordance with this paragraph on any matters which may be presented to shareholders of the Company with respect to any matters related to the acquisition of the Company by Buyer or any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's proposed acquisition of the Company. In addition, you hereby agree to execute such additional documents as Buyer may reasonably request to effectuate its voting rights under this paragraph.

We each hereby agree that this letter agreement creates legally binding commitments, enforceable in accordance with their terms. This letter agreement and the Acquisition Agreement (i) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and (ii) supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any other person any rights or remedies hereunder.

This letter agreement may be terminated at any time (i) by mutual written consent of the parties hereto or (ii) by either party on or after the Expiration Date. Notwithstanding the foregoing, such right of termination shall not be available to any party whose breach of any obligation hereunder has been the cause of or resulted in the failure of the transactions contemplated hereunder to be consummated. No such termination shall relieve any party from liability for any breach of this letter agreement.

Each party shall be entitled, without prejudice to the rights and remedies otherwise available to such party, to specific performance of all of the other party's obligations hereunder. This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. Each of the parties shall pay its own expenses in connection with the execution and performance of this letter agreement.

If any term, provision, covenant or restriction of this letter agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this letter agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Please indicate your agreement to the foregoing by signing this letter agreement in the space provided below, whereupon a binding agreement will have been formed between us in respect of the foregoing.

Sincerely,

ABBOTT LABORATORIES

By: /s/ Miles D. White

Name: Miles D. White
Title: Executive Vice President

Acknowledged and agreed:

/s/ Edward J. DeBartolo, Jr.
- ---------------------------------
Edward J. DeBartolo, Jr.

Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois

March 13, 1998

Estate of Edward J. DeBartolo

Ladies and Gentlemen:

This letter is to confirm our agreement regarding all of the 1,983,013 common shares, without par value, (the "Shares") of International Murex Technologies Corporation, a British Columbia corporation (the "Company") held by you. In order to induce Abbott Laboratories, an Illinois corporation ("Buyer") to enter into an Acquisition Agreement, to be dated as of the date hereof between the Company and Buyer (the "Acquisition Agreement"), you hereby agree as follows:

Subject to the terms and conditions hereof, on or prior to the expiration date of the tender offer to be commenced by Buyer pursuant to the Acquisition Agreement (the "Tender Offer"), you will tender to Buyer, or cause to be tendered, all of the Shares, regardless of whether a higher offer for such Shares has been made. If you withdraw your tender of Shares in the Tender Offer, you shall immediately, but in no event later than the expiration date of the Tender Offer re-tender such Shares to Buyer.

You hereby grant to Buyer the option (the "Option") to purchase any or all the Shares, at a price of at least $13.00 per Share, until the date (the "Expiration Date") that is: (i) the date the Acquisition Agreement is terminated in accordance with its terms, unless such termination is an Applicable Termination (as defined below), in which case the Option shall continue as provided in the following clause (ii); or (ii) after an Applicable Termination, the date that is the later of (A) five business days following an Applicable Termination and (B) two business days following the receipt by Buyer of any of the governmental consents or approvals or the termination or expiration of any waiting periods referred to in Section 4.4(b)(ii), (iii), (iv) and (v) of the Acquisition Agreement; PROVIDED, HOWEVER, in no event shall the Option be exercisable after August 31, 1998. An "Applicable Termination" shall mean any termination of the Acquisition Agreement pursuant to Sections 8.1(d), 8.1(e) or 8.1(f) thereof.

You hereby agree not to sell, transfer or encumber the Shares (except in the Tender Offer or to Buyer) during the term of this letter agreement.

You hereby represent and warrant as to the Shares that (i) you are the sole owner of and have full right, power and authority to sell and vote the Shares, or if you are not the sole owner, you have the full right, power and authority to sell the Shares, and in either event, this letter agreement is a valid and binding agreement, enforceable against you, in accordance with its terms; (ii) neither the execution of this letter agreement nor the consummation by you of the transactions contemplated hereby will constitute a violation of, or conflict with, or default under,

any contract, commitment, agreement, understanding, arrangement or restriction of any kind to which you are a party or by which you or the Shares are bound; and (iii) Buyer or its subsidiary shall upon purchase of the Shares receive good and marketable title to the Shares, free and clear of all liens, claims, encumbrances and security interests of any kind.

Buyer hereby represents and warrants that it has the corporate power and it is duly authorized to enter into this letter agreement.

You hereby agree to vote all of the Shares, and any other common shares of the Company which you may own, or have the power to vote, (i) in the manner directed by Buyer with respect to any matters related to the acquisition of the Company by Buyer and (ii) against any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's intended acquisition of the Company. In furtherance of your voting agreement in this paragraph, you hereby revoke any and all previous proxies with respect to any of the Shares and grants to Buyer and such individuals or corporations as Buyer may designate an irrevocable proxy to vote all of the Shares owned by you in accordance with this paragraph on any matters which may be presented to shareholders of the Company with respect to any matters related to the acquisition of the Company by Buyer or any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's proposed acquisition of the Company. In addition, you hereby agree to execute such additional documents as Buyer may reasonably request to effectuate its voting rights under this paragraph.

We each hereby agree that this letter agreement creates legally binding commitments, enforceable in accordance with their terms. This letter agreement and the Acquisition Agreement (i) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and (ii) supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any other person any rights or remedies hereunder.

This letter agreement may be terminated at any time (i) by mutual written consent of the parties hereto or (ii) by either party on or after the Expiration Date. Notwithstanding the foregoing, such right of termination shall not be available to any party whose breach of any obligation hereunder has been the cause of or resulted in the failure of the transactions contemplated hereunder to be consummated. No such termination shall relieve any party from liability for any breach of this letter agreement.

Each party shall be entitled, without prejudice to the rights and remedies otherwise available to such party, to specific performance of all of the other party's obligations hereunder. This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. Each of the parties shall pay its own expenses in connection with the execution and performance of this letter agreement.

If any term, provision, covenant or restriction of this letter agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this letter agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Please indicate your agreement to the foregoing by signing this letter agreement in the space provided below, whereupon a binding agreement will have been formed between us in respect of the foregoing.

Sincerely,

ABBOTT LABORATORIES

By: /s/ Miles D. White

Name: Miles D. White
Title: Executive Vice President

Acknowledged and agreed:

ESTATE OF EDWARD J. DEBARTOLO

By: /s/ Edward J. DeBartolo, Jr.

Name: Edward J. DeBartolo, Jr.
Title: Coexecutor

By: /s/ Marie Denise DeBartolo York

Name: Marie Denise DeBartolo York
Title: Coexecutor

Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois

March 13, 1998

University of Notre Dame
Grace Hall, Suite 900
Notre Dame, Indiana 46556

Ladies and Gentlemen:

This letter is to confirm our agreement regarding all of the one million common shares, without par value, (the "Shares") of International Murex Technologies Corporation, a British Columbia corporation (the "Company") held by you. In order to induce Abbott Laboratories, an Illinois corporation ("Buyer") to enter into an Acquisition Agreement, to be dated as of the date hereof between the Company and Buyer (the "Acquisition Agreement"), you hereby agree as follows:

Subject to the terms and conditions hereof, on or prior to the expiration date of the tender offer to be commenced by Buyer pursuant to the Acquisition Agreement (the "Tender Offer"), you will tender to Buyer, or cause to be tendered, all of the Shares, regardless of whether a higher offer for such Shares has been made. If you withdraw your tender of Shares in the Tender Offer, you shall immediately, but in no event later than the expiration date of the Tender Offer re-tender such Shares to Buyer.

You hereby grant to Buyer the option (the "Option") to purchase any or all the Shares, at a price of at least $13.00 per Share, until the date (the "Expiration Date") that is: (i) the date the Acquisition Agreement is terminated in accordance with its terms, unless such termination is an Applicable Termination (as defined below), in which case the Option shall continue as provided in the following clause (ii); or (ii) after an Applicable Termination, the date that is the later of (A) five business days following an Applicable Termination and (B) two business days following the receipt by Buyer of any of the governmental consents or approvals or the termination or expiration of any waiting periods referred to in Section 4.4(b)(ii), (iii), (iv) and (v) of the Acquisition Agreement; PROVIDED, HOWEVER, in no event shall the Option be exercisable after August 31, 1998. An "Applicable Termination" shall mean any termination of the Acquisition Agreement pursuant to Sections 8.1(d), 8.1(e) or 8.1(f) thereof.

You hereby agree not to sell, transfer or encumber the Shares (except in the Tender Offer or to Buyer) during the term of this letter agreement.

You hereby represent and warrant as to the Shares that (i) you are the sole owner of and have full right, power and authority to sell and vote the Shares, or if you are not the sole owner, you have the full right, power and authority to sell the Shares, and in either event, this letter agreement is a valid and binding agreement, enforceable against you, in accordance with its

terms; (ii) neither the execution of this letter agreement nor the consummation by you of the transactions contemplated hereby will constitute a violation of, or conflict with, or default under, any contract, commitment, agreement, understanding, arrangement or restriction of any kind to which you are a party or by which you or the Shares are bound; and (iii) Buyer or its subsidiary shall upon purchase of the Shares receive good and marketable title to the Shares, free and clear of all liens, claims, encumbrances and security interests of any kind.

Buyer hereby represents and warrants that it has the corporate power and it is duly authorized to enter into this letter agreement.

You hereby agree to vote all of the Shares, and any other common shares of the Company which you may own, or have the power to vote, (i) in the manner directed by Buyer with respect to any matters related to the acquisition of the Company by Buyer and (ii) against any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's intended acquisition of the Company. In furtherance of your voting agreement in this paragraph, you hereby revoke any and all previous proxies with respect to any of the Shares and grants to Buyer and such individuals or corporations as Buyer may designate an irrevocable proxy to vote all of the Shares owned by you in accordance with this paragraph on any matters which may be presented to shareholders of the Company with respect to any matters related to the acquisition of the Company by Buyer or any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's proposed acquisition of the Company. In addition, you hereby agree to execute such additional documents as Buyer may reasonably request to effectuate its voting rights under this paragraph.

We each hereby agree that this letter agreement creates legally binding commitments, enforceable in accordance with their terms. This letter agreement and the Acquisition Agreement (i) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and (ii) supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any other person any rights or remedies hereunder.

This letter agreement may be terminated at any time (i) by mutual written consent of the parties hereto or (ii) by either party on or after the Expiration Date. Notwithstanding the foregoing, such right of termination shall not be available to any party whose breach of any obligation hereunder has been the cause of or resulted in the failure of the transactions contemplated hereunder to be consummated. No such termination shall relieve any party from liability for any breach of this letter agreement.

Each party shall be entitled, without prejudice to the rights and remedies otherwise available to such party, to specific performance of all of the other party's obligations hereunder. This Agreement shall be governed by and construed in accordance with the internal laws (and

not the law of conflicts) of the State of Illinois. Each of the parties shall pay its own expenses in connection with the execution and performance of this letter agreement.

If any term, provision, covenant or restriction of this letter agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this letter agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Please indicate your agreement to the foregoing by signing this letter agreement in the space provided below, whereupon a binding agreement will have been formed between us in respect of the foregoing.

Sincerely,

ABBOTT LABORATORIES

By: /s/ Miles D. White

Name: Miles D. White
Title: Executive Vice President

Acknowledged and agreed:

UNIVERSITY OF NOTRE DAME

By: /s/ Dr. William P. Sexton

Name: Dr. William P. Sexton
Title: Vice President for
University Relations

Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois

March 13, 1998

C. Robert Cusick

Dear Mr. Cusick:

This letter is to confirm our agreement regarding all of the common shares, without par value, (the "Shares") of International Murex Technologies Corporation, a British Columbia corporation (the "Company") held by you. In order to induce Abbott Laboratories, an Illinois corporation ("Buyer") to enter into an Acquisition Agreement, to be dated as of the date hereof between the Company and Buyer (the "Acquisition Agreement"), you hereby agree as follows:

Subject to the terms and conditions hereof, on or prior to the expiration date of the tender offer to be commenced by Buyer pursuant to the Acquisition Agreement (the "Tender Offer"), you will tender to Buyer, or cause to be tendered, all of the Shares, regardless of whether a higher offer for such Shares has been made. If you withdraw your tender of Shares in the Tender Offer, you shall immediately, but in no event later than the expiration date of the Tender Offer re-tender such Shares to Buyer.

You hereby grant to Buyer the option (the "Option") to purchase any or all the Shares, at a price of at least of $13.00 per Share, until the date (the "Expiration Date") that is: (i) the date the Acquisition Agreement is terminated in accordance with its terms, unless such termination is an Applicable Termination (as defined below), in which case the Option shall continue as provided in the following clause (ii); or (ii) after an Applicable Termination, the date that is the later of (A) five business days following an Applicable Termination and (B) two business days following the receipt by Buyer of any of the governmental consents or approvals or the termination or expiration of any waiting periods referred to in Section 4.4(b)(ii), (iii), (iv) and (v) of the Acquisition Agreement; PROVIDED, HOWEVER, in no event shall the Option be exercisable after August 31, 1998. An "Applicable Termination" shall mean any termination of the Acquisition Agreement pursuant to Sections 8.1(d), 8.1(e) or 8.1(f) thereof.

You hereby agree not to sell, transfer or encumber the Shares (except in the Tender Offer or to Buyer) during the term of this letter agreement.

You hereby represent and warrant as to the Shares that (i) you are the sole owner of and have full right, power and authority to sell and vote the Shares, or if you are not the sole owner, you have the full right, power and authority to sell the Shares, and in either event, this letter agreement is a valid and binding agreement, enforceable against you, in accordance with its terms; (ii) neither the execution of this letter agreement nor the consummation by you of the transactions contemplated hereby will constitute a violation of, or conflict with, or default under, any contract, commitment, agreement, understanding, arrangement or restriction of any kind to

which you are a party or by which you or the Shares are bound; and (iii) Buyer or its subsidiary shall upon purchase of the Shares receive good and marketable title to the Shares, free and clear of all liens, claims, encumbrances and security interests of any kind.

Buyer hereby represents and warrants that it has the corporate power and it is duly authorized to enter into this letter agreement.

You hereby agree to vote all of the Shares, and any other common shares of the Company which you may own, or have the power to vote, (i) in the manner directed by Buyer with respect to any matters related to the acquisition of the Company by Buyer and (ii) against any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's intended acquisition of the Company. In furtherance of your voting agreement in this paragraph, you hereby revoke any and all previous proxies with respect to any of the Shares and grants to Buyer and such individuals or corporations as Buyer may designate an irrevocable proxy to vote all of the Shares owned by you in accordance with this paragraph on any matters which may be presented to shareholders of the Company with respect to any matters related to the acquisition of the Company by Buyer or any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's proposed acquisition of the Company. In addition, you hereby agree to execute such additional documents as Buyer may reasonably request to effectuate its voting rights under this paragraph.

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Please indicate your agreement to the foregoing by signing this letter agreement in the space provided below, whereupon a binding agreement will have been formed between us in respect of the foregoing.

Sincerely,

ABBOTT LABORATORIES

By: /s/ Miles D. White

Name: Miles D. White
Title: Executive Vice President

Acknowledged and agreed:

/s/ C. Robert Cusick
- -----------------------
C. Robert Cusick

Abbott Laboratories
100 Abbott Park Road
Abbott Park, Illinois

March 13, 1998

Michael Warren

Dear Mr. Warren

This letter is to confirm our agreement regarding all of the common shares, without par value, (the "Shares") of International Murex Technologies Corporation, a British Columbia corporation (the "Company") held by you. In order to induce Abbott Laboratories, an Illinois corporation ("Buyer") to enter into an Acquisition Agreement, to be dated as of the date hereof between the Company and Buyer (the "Acquisition Agreement"), you hereby agree as follows:

Subject to the terms and conditions hereof, on or prior to the expiration date of the tender offer to be commenced by Buyer pursuant to the Acquisition Agreement (the "Tender Offer"), you will tender to Buyer, or cause to be tendered, all of the Shares, regardless of whether a higher offer for such Shares has been made. If you withdraw your tender of Shares in the Tender Offer, you shall immediately, but in no event later than the expiration date of the Tender Offer re-tender such Shares to Buyer.

You hereby grant to Buyer the option (the "Option") to purchase any or all the Shares, at a price of at least of $13.00 per Share, until the date (the "Expiration Date") that is: (i) the date the Acquisition Agreement is terminated in accordance with its terms, unless such termination is an Applicable Termination (as defined below), in which case the Option shall continue as provided in the following clause (ii); or (ii) after an Applicable Termination, the date that is the later of (A) five business days following an Applicable Termination and (B) two business days following the receipt by Buyer of any of the governmental consents or approvals or the termination or expiration of any waiting periods referred to in Section 4.4(b)(ii), (iii), (iv) and (v) of the Acquisition Agreement; PROVIDED, HOWEVER, in no event shall the Option be exercisable after August 31, 1998. An "Applicable Termination" shall mean any termination of the Acquisition Agreement pursuant to Sections 8.1(d), 8.1(e) or 8.1(f) thereof.

You hereby agree not to sell, transfer or encumber the Shares (except in the Tender Offer or to Buyer) during the term of this letter agreement.

You hereby represent and warrant as to the Shares that (i) you are the sole owner of and have full right, power and authority to sell and vote the Shares, or if you are not the sole owner, you have the full right, power and authority to sell the Shares, and in either event, this letter agreement is a valid and binding agreement, enforceable against you, in accordance with its terms; (ii) neither the execution of this letter agreement nor the consummation by you of the transactions contemplated hereby will constitute a violation of, or conflict with, or default under, any contract, commitment, agreement, understanding, arrangement or restriction of any kind to

which you are a party or by which you or the Shares are bound; and (iii) Buyer or its subsidiary shall upon purchase of the Shares receive good and marketable title to the Shares, free and clear of all liens, claims, encumbrances and security interests of any kind.

Buyer hereby represents and warrants that it has the corporate power and it is duly authorized to enter into this letter agreement.

You hereby agree to vote all of the Shares, and any other common shares of the Company which you may own, or have the power to vote, (i) in the manner directed by Buyer with respect to any matters related to the acquisition of the Company by Buyer and (ii) against any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's intended acquisition of the Company. In furtherance of your voting agreement in this paragraph, you hereby revoke any and all previous proxies with respect to any of the Shares and grants to Buyer and such individuals or corporations as Buyer may designate an irrevocable proxy to vote all of the Shares owned by you in accordance with this paragraph on any matters which may be presented to shareholders of the Company with respect to any matters related to the acquisition of the Company by Buyer or any other amalgamations, mergers, recapitalizations, business combinations, sales of assets, liquidations or similar transactions involving the Company, or any other matters which would be inconsistent with Buyer's proposed acquisition of the Company. In addition, you hereby agree to execute such additional documents as Buyer may reasonably request to effectuate its voting rights under this paragraph.

We each hereby agree that this letter agreement creates legally binding commitments, enforceable in accordance with their terms. This letter agreement and the Acquisition Agreement (i) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and (ii) supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any other person any rights or remedies hereunder.

This letter agreement may be terminated at any time (i) by mutual written consent of the parties hereto or (ii) by either party on or after the Expiration Date. Notwithstanding the foregoing, such right of termination shall not be available to any party whose breach of any obligation hereunder has been the cause of or resulted in the failure of the transactions contemplated hereunder to be consummated. No such termination shall relieve any party from liability for any breach of this letter agreement.

Each party shall be entitled, without prejudice to the rights and remedies otherwise available to such party, to specific performance of all of the other party's obligations hereunder. This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. Each of the parties shall pay its own expenses in connection with the execution and performance of this letter agreement.

If any term, provision, covenant or restriction of this letter agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this letter agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Please indicate your agreement to the foregoing by signing this letter agreement in the space provided below, whereupon a binding agreement will have been formed between us in respect of the foregoing.

Sincerely,

ABBOTT LABORATORIES

By: /s/ Miles D. White

Name: Miles D. White
Title: Executive Vice President

Acknowledged and agreed:

/s/ F. Michael P. Warren
- ----------------------------
F. Michael P. Warren

[CITIBANK GLOBAL ASSET MANAGEMENT LETTERHEAD]

March 13, 1998

Mr. C. Robert Cusick
Vice Chairman, Chief Executive Officer & President
International Murex Technologies Corporation
2255 B. Queen Street East
Suite 828
Toronto, Ontario M4E1G3

Dear Mr. Cusick:

In our capacity as Investment Advisor of the Citinvest Value Investment Portfolio (VIP) Selector (the "Fund"), we agree to tender all of the shares of International Murex Technologies Corporation held by the Fund in a tender offer to be made by Abbott Laboratories Inc. for the shares of IMTC at a price of $13.00 per share. This Agreement expires on the earlier date of the expiration of the termination of the Acquisition Agreement or May 15, 1998.

Yours faithfully,

/s/ Farhan Sharaff

Citibank, N.A.

Exhibit 99.3

[ORACLE PARTNERS, L.P. LETTERHEAD]

March 13, 1998

Mr. C. Robert Cusick
Vice Chairman, Chief Executive Officer & President
International Murex Technologies Corporation
2255 B. Queen Street East
Suite 828
Toronto, Ontario M4E1G3

Dear Mr. Cusick:

In consideration of our discussion of March 12, 1998, we agree to tender all 866,500 of our shares in a definitive tender offer to be made by Abbott Laboratories, Inc. for the shares of International Murex Technologies at a price of no less than $13.00 per share. This agreement expires on the earlier date of the expiration of the termination of the acquisition agreement or May 15, 1998.

Sincerely,

/s/ Larry N. Feinberg

Larry N. Feinberg

AMENDMENT TO RIGHTS PLAN

This Amendment is made as of the 13th day of March 1998 by and between International Murex Technologies Corporation, a British Columbia company (the "Company") and The Bank of New York, as Rights Agent (the "Rights Agent").

RECITALS

A. The Company has adopted that certain Shareholder Protection Rights Agreement (the "Rights Plan") by and between the Company and the Rights Agent dated August 31, 1995 (all capitalized terms used and not defined herein shall be as defined in the Rights Plan, as amended herein);

B. Pursuant to Section 5.5(d) of the Rights Plan, the President of the Company has executed and delivered to the Rights Agent a certificate which states that the proposed amendments to the Rights Plan set forth herein are in compliance with the terms of Section 5.5 of the Rights Plan;

C. Pursuant to an Acquisition Agreement dated as of March 13, 1998 (the "Acquisition Agreement"), Abbott Laboratories, an Illinois corporation ("Parent") and AAC Acquisition Ltd., a British Columbia company shall acquire the Company;

D. Parent and certain shareholders of the Company have entered into agreements under which such shareholders shall sell their Voting Shares of the Company to Parent in furtherance of the Acquisition Agreement;

E. The Company and the Rights Agent wish to enter into this Amendment in furtherance thereof.

AMENDMENT

NOW, THEREFORE, for good and valid consideration, the receipt and sufficiency of which are acknowledged, the parties amend the Rights Plan as follows:

1. The introductory clause of the definition of "Acquiring Person" set forth in Section 1.1(a) is amended in its entirety as follows:

   ""Acquiring Person" means any Person who, together with all Affiliates and Associates of such Person, is the Beneficial Owner of 20% or more of the then outstanding Voting Shares, (1) excluding Abbott Laboratories, an Illinois corporation ("Parent"), AAC Acquisition Ltd., a British Columbia company ("Purchaser") and their Subsidiaries, (2) but shall not include:"

2. The definition of "Separation Time" set forth in Section 1.1(ar) is amended to insert the following text immediately preceding the period concluding the definition:

"; and

(C) the Separation Time shall not occur by virtue of (w) the execution of the Acquisition Agreement by and among the Corporation, Parent and Purchaser, (x) the execution of the agreements referenced in the Acquisition Agreement by and between Parent and certain shareholders to sell their Voting Shares to Parent, (y) the consummation of the transactions contemplated or permitted thereunder or (z) the acquisition or purchase of Voting Shares by Parent, Purchaser or their Subsidiaries"

IN WITNESS WHEREOF, all parties have executed and delivered this Amendment as of the date first written above.

INTERNATIONAL MUREX
TECHNOLOGIES CORPORATION

By: /s/ C. Robert Cusick

Name: C. Robert Cusick
Title: President

THE BANK OF NEW YORK,
as Rights Agent

By:

Name:

Title:

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(f) under the Securities Exchange Act of 1934, as amended, each of the persons named below agrees to the joint filing of a Statement on Schedule 13D (including amendments thereto) with respect to the common shares, without par value, of International Murex Technologies Corporation, and further agrees that this Joint Filing Agreement be included as an exhibit to such filings provided that, as contemplated by Section 13d-1(f)(l)(ii), no person shall be responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate. This Joint Filing may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

Dated: March 26, 1998

AAC ACQUISITION LTD.

By: /s/ Thomas D. Brown
____
Name: Thomas D. Brown
Title: Vice President

ABBOTT LABORATORIES

By: /s/ Miles D. White
____
Name: Miles D. White
Title: Executive Vice President