## NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING

AND

## MANAGEMENT INFORMATION CIRCULAR

FOR THE

## ANNUAL GENERAL AND SPECIAL MEETING OF SECURITYHOLDERS

OF

# TRYP THERAPEUTICS INC.

**The board of directors of Tryp Therapeutics Inc., having received the recommendation of its special committee, recommends that the securityholders of Tryp Therapeutics Inc. vote FOR the Arrangement Resolution.**

**These materials are important and require your immediate attention. They require securityholders of Tryp Therapeutics Inc. to make important decisions. If you are in doubt as to how to make such decisions, please contact your financial, legal, tax or other professional advisors. This document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful.**

***Neither the Canadian Securities Exchange nor any securities regulatory authority has, in any way, passed upon the merits of the transactions described in this management information circular.***

**TRYP THERAPEUTICS INC.**
301 – 1665 Ellis Street
Kelowna British Columbia
V1Y 2B3, Canada

January 26, 2024

Dear Tryp Securityholder,

I write to you, on behalf of the board of directors (the "**Tryp Board**") of Tryp Therapeutics Inc. ("**Tryp**" or the "**Company**"), to invite you to attend an annual general and special meeting (the "**Meeting**") of the holders (the "**Tryp Shareholders**") of common shares of Tryp (the "**Tryp Shares**"), the holders (the "**Tryp Optionholders**") of Tryp Employee Options (as defined in the accompanying management information circular for the Meeting (the "**Circular**"), and the holders of certain common share purchase warrants of Tryp (together with the Tryp Optionholders, the "**Tryp Convertible Securityholders**" and the Tryp Convertible Securityholders together with the Tryp Shareholders, the "**Tryp Securityholders**") to be held at First Canadian Place, 100 King Street West, Suite 1600, Toronto, Ontario beginning at 10:00 a.m. (Eastern time) on March 8, 2024.

At the Meeting, Tryp Securityholders will be asked, among other things, to consider and vote on a special resolution (the "**Arrangement Resolution**") approving a statutory plan of arrangement (the "**Plan of Arrangement**") pursuant to Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") (the "**Arrangement**"), subject to the terms and conditions of an arrangement agreement dated December 8, 2023 (as amended on January 25, 2024, the "**Arrangement Agreement**") between Tryp and Exopharm Limited ACN 163 765 991 ("**Exopharm**").

Under the terms of the Arrangement Agreement, Exopharm will acquire all of the outstanding Tryp Shares and Tryp Shareholders will receive, for each Tryp Share, consideration as set forth in the Plan of Arrangement (the "**Consideration**") consisting of 3.616 ordinary shares in the capital of Exopharm (the "**Exopharm Shares**") for each Tryp Share held. In addition: (a) Tryp Employee Options that are outstanding immediately prior to the effective time of the Arrangement will be cancelled and replaced with Exopharm options on substantially equivalent economic terms; (b) Tryp Founder Warrants, Tryp Quoted Broker Warrants and Tryp Unquoted Broker Warrants (as each such term is defined in the Circular) that are outstanding immediately prior to the effective time of the Arrangement will be cancelled and replaced with Exopharm options on substantially equivalent economic terms, (c) the secured convertible debentures of Tryp outstanding immediately prior to the effective time of the Arrangement shall be adjusted in accordance with the terms and conditions thereof, (d) the unsecured convertible notes of Tryp outstanding immediately prior to the effective time of the Arrangement shall be adjusted in accordance with the terms and conditions thereof, and (e) the Tryp Lead Manager Warrants (as such term is defined in the Circular) outstanding immediately prior to the effective time of the Arrangement shall be adjusted in accordance with the terms and conditions thereof, all as contemplated in the Plan of Arrangement.

If completed, the Arrangement will constitute a reverse takeover of Exopharm by Tryp with former holders of Tryp securities expected to hold approximately 56.03% of the issued and outstanding ordinary shares of the combined company and Exopharm securityholders expected to hold approximately 43.97% of the issued and outstanding ordinary shares of the combined company (assuming that Exopharm completes its planned capital raise for the maximum gross proceeds of AUD$6.5 million prior to completion of the Arrangement, as more particularly described in the Circular).

Following completion of the Arrangement, it is expected that Exopharm will change its name to "Tryptamine Therapeutics Australia Limited" and that former members of the Tryp Board will constitute the majority of the board of directors of the combined company. The business of the combined company will constitute primarily the business currently carried on by Tryp.

The Special Committee (as defined in the Circular) and the Tryp Board have unanimously determined that the Arrangement is in the best interests of the Company and that the Arrangement is fair to the Tryp Shareholders, and the Tryp Board has authorized the submission of the Arrangement Resolution to the Tryp Securityholders for their approval at the Meeting. The Tryp Board recommends that Tryp Securityholders vote **FOR** the Arrangement Resolution to approve the Arrangement. All of the directors and senior officers of the Company have entered into agreements with Exopharm to support the Arrangement. In reaching its conclusion that the Arrangement is fair to Tryp Shareholders and that the Arrangement is in the best interests of the Company, the Tryp Board considered and relied upon a number of factors and reasons including those described under the headings "Information Concerning the Arrangement – Background to the Arrangement" and "Information Concerning the Arrangement – Reasons for the Arrangement" of the Circular.

To become effective, the Arrangement Resolution must be approved by at least two-thirds (66 2/3%) of the votes cast at the Meeting in person or by proxy by: (i) Tryp Shareholders; and (ii) Tryp Securityholders voting together as a single class. The Arrangement is also subject to certain other conditions, including the approval of the British Columbia Supreme Court and the Australian Securities Exchange.

In addition, at the Meeting, Tryp Shareholders will, among other things, be asked to consider and, if deemed appropriate, to pass, with or without variation, ordinary resolutions to approve the delisting of the Tryp Shares from the Canadian Securities Exchange following the completion of the Arrangement (the "**Delisting Resolution**") and ratify certain amendments to the Company's stock option plan (the "**Option Plan Resolution**"), all as more particularly described in the accompanying Circular, provided that the Delisting Resolution shall not become effective unless the Arrangement becomes effective. The Tryp Board has unanimously determined to recommend to Tryp Shareholders that they vote **FOR** the Delisting Resolution and the Option Plan Resolution.

To become effective, the Delisting Resolution and the Option Plan Resolution must be approved by at least a simple majority of the votes cast by the Tryp Shareholders who vote in person or by proxy at the Meeting.

The accompanying notice of annual general and special meeting of securityholders and Circular describe the Arrangement and include certain additional information to assist you in considering how to vote on the Arrangement Resolution and other matters to be considered at the Meeting. You are urged to read this information carefully and, if you require assistance, to consult your financial, legal, tax or other professional advisors.

Your vote is important regardless of the number of securities that you own. Even if you are a registered holder of Tryp securities and plan to attend the Meeting in person, we encourage you to take the time now to follow the instructions on the enclosed forms of proxy so that your securities can be voted at the Meeting in accordance with your instructions. We encourage you to use the internet or telephone voting options to ensure your vote is received prior to the voting deadline. Alternatively, you can complete, sign, date and return the enclosed form by mail or fax. Registered holders of Tryp Shares are asked to complete the form of proxy printed on green paper, registered holders of Tryp Employee Options are asked to

complete the form of proxy printed on pink paper and registered holders of Tryp Founder Warrants, Tryp Quoted Broker Warrants and Tryp Unquoted Broker Warrants are asked to complete the form of proxy printed on yellow paper. If you hold more than one type of security, you will need to complete the applicable form of proxy for each of the different types of securities held by you.

If you hold your securities through a broker, trustee, financial institution or other intermediary, you will receive instructions from such intermediary, or Computershare Investor Services Inc. on the intermediary's behalf, on how to vote your securities. We encourage non-registered holders of securities to carefully follow such instructions so that your securities can be voted at the Meeting.

If you are a registered holder of Tryp Shares, we encourage you to complete, sign, date and return the enclosed letter of transmittal (the "**Letter of Transmittal**"), along with the share certificate(s) representing your Tryp Shares, to the Company's depositary, Computershare Investor Services Inc., at the address specified in the Letter of Transmittal.

Holders of Tryp Convertible Securities will not be provided with, and will not need to submit, a letter of transmittal. At the Effective Time, holders of Tryp Convertible Securities will cease to own Tryp Employee Options, Tryp Founder Warrants, Tryp Quoted Broker Warrants and Tryp Unquoted Broker Warrants, as applicable, and will receive the applicable consideration for each such security held pursuant to the Plan of Arrangement.

The Letter of Transmittal contains other procedural information relating to the Arrangement and should be reviewed carefully. It is recommended that you complete, sign and return the Letter of Transmittal (with accompanying Tryp Share certificate(s) if you are a registered holder of Tryp Shares) to Computershare Investor Services Inc., the Company's depositary, as soon as possible. Subject to obtaining court and stock exchange approval and satisfying certain other conditions, including the approval of Tryp Securityholders, it is anticipated that the Arrangement will be completed on or prior to April 30, 2024 unless otherwise agreed to between Tryp and Exopharm.

If you have any questions or require assistance with regard to the Letter of Transmittal, please contact Computershare Investor Services Inc. by toll-free telephone at 1-800-564-6253 or email at corporateactions@computershare.com.

On behalf of the Tryp Board, I would like to thank all Tryp Securityholders for their ongoing support as we prepare to take part in this important event in the Company's history.

Yours truly,

*(signed) "Jason Carroll"*

Jason Carroll
Chief Executive Officer, Tryp Therapeutics Inc.

**TRYP THERAPEUTICS INC.**
301 – 1665 Ellis Street
Kelowna British Columbia
V1Y 2B3, Canada

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SECURITYHOLDERS**

**NOTICE IS HEREBY GIVEN** that the annual general and special meeting (the "**Meeting**") of the holders (the "**Tryp Shareholders**") of common shares (the "**Tryp Shares**") of Tryp Therapeutics Inc. (the "**Company**" or "**Tryp**"), the holders of options (the "**Tryp Optionholders**") to acquire Tryp Shares (the "**Tryp Employee Options**") and the holders of certain common share purchase warrants to acquire Tryp Shares (the "**Tryp Warrants**" and together with the Tryp Employee Options, the "**Tryp Convertible Securities**") (the "**Tryp Warrantholders**" and together with the Tryp Shareholders, Tryp Optionholders and Tryp Warrantholders, the "**Tryp Securityholders**") will be held at First Canadian Place, 100 King Street West, Suite 1600, Toronto, Ontario beginning at 10:00 a.m. (Eastern time) on March 8, 2024, for the following purposes:

1. to receive the Company's audited financial statements as at and for the financial years ended August 31, 2023 and 2022;

2. to fix the number of directors of the Company at four (4) and to elect directors for the ensuing year;

3. to appoint Smythe LLP as the Company's auditors and authorize the directors to fix their remuneration;

4. to consider and, if deemed appropriate, to approve, with or without variation, an ordinary resolution ratifying and approving the amended stock option plan of the Company;

5. to consider pursuant to an interim order of the British Columbia Supreme Court dated February 7, 2024 (the "**Interim Order**") and, if deemed appropriate, to approve, with or without variation, a special resolution of the Tryp Securityholders (the "**Arrangement Resolution**"), the full text of which is set forth in Appendix "A" to the accompanying management information circular (the "**Circular**"), to approve a statutory plan of arrangement (the "**Plan of Arrangement**") under Section 288 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") (the "**Arrangement**"), subject to the terms and conditions of an arrangement agreement dated December 8, 2023, as amended on January 25, 2024, between Tryp and Exopharm Limited ACN 163 765 991 ("**Exopharm**");

6. to consider, and, if deemed appropriate, approve, with or without variation, an ordinary resolution, the full text of which is set forth in the Circular, authorizing, conditional upon the completion of the Arrangement, the delisting of the Tryp Shares from the Canadian Securities Exchange; and

7. to act upon such other matters as may properly come before the Meeting or any adjournment(s) or postponement(s) thereof.

Each Tryp Shareholder is entitled to one vote for each Tryp Share held by such holder in respect of all matters at the Meeting. In addition, each Tryp Convertible Security carries one vote with respect to the

vote on the Arrangement Resolution. Holders of Tryp Convertible Securities are not entitled to a vote on any matter at the Meeting other than the approval of the Arrangement Resolution. To become effective, the Arrangement Resolution must be approved by at least two-thirds (66 2/3%) of the votes cast at the Meeting in person or by proxy by: (i) Tryp Shareholders; and (ii) Tryp Securityholders voting together as a single class. The Arrangement is also subject to certain other conditions, including the approval of the British Columbia Supreme Court and the Australian Securities Exchange.

The directors of the Company have fixed the close of business on January 9, 2024 as the record date (the "**Record Date**") for the determination of the Tryp Securityholders entitled to receive this notice of the Meeting (this "**Notice of Meeting**"). A Tryp Securityholder wishing to be represented by proxy at the Meeting or any adjournment thereof must deposit his, her or its duly executed form of proxy with the Company's transfer agent and registrar, Computershare Investor Services Inc., by mail at 100 University Ave. 8th Floor, Toronto, ON M5J 2Y1, Attention: Proxy Department, or by facsimile to (416) 263-9524 or 1-(866) 249-7775, not later than 10:00 a.m. (Vancouver Time) on March 6, 2024 or, if the Meeting is postponed or adjourned, 48 hours (excluding Saturdays, Sundays and holidays) before any postponement or adjournment of the Meeting. A Tryp Securityholder may also vote by telephone or via the internet by following the instructions on the applicable form of proxy. If a Tryp Securityholder votes by telephone or via the internet, completion or return of the form of proxies is not needed. **Registered holders of Tryp Shares are asked to complete the form of proxy printed on green paper, registered holders of Tryp Employee Options are asked to complete the form of proxy printed on pink paper and registered holders of Tryp Warrants are asked to complete the form of proxy printed on yellow paper. If you hold more than one type of security, you will need to complete the applicable form of proxy for each of the different types of securities held by you.**

**If you are a non-registered Tryp Securityholder, please refer to "General Proxy Information – Non-Registered Tryp Securityholders" in the Circular for information on how to vote your Tryp Shares, Tryp Employee Options and/or Tryp Warrants, as applicable.**

Take notice that, pursuant to the Interim Order, each registered Tryp Shareholder as of the Record Date has been granted the right to dissent in respect of the Arrangement Resolution and, if the Arrangement becomes effective, to be paid the fair value of the Tryp Shares in respect of which such registered Tryp Shareholder validly dissents, in accordance with the dissent procedures contained in Division 2 of Part 8 of the BCBCA, as modified and supplemented by the Interim Order, the Plan of Arrangement (as defined in the Circular) and the Final Order (as defined in the Circular). To exercise such right: (a) a written notice of dissent with respect to the Arrangement Resolution from the registered Tryp Shareholder must be received by Tryp at its address for such purpose, c/o Pushor Mitchell LLP at 301 1665 Ellis Street, BC V1Y 2B3; Attention: Keith Inman, by no later than 4:00 p.m. (Kelowna Time) on March 6, 2024, or two business days prior to any adjournment or postponement of the Meeting; (b) the registered Tryp Shareholder must not have voted in favour of the Arrangement Resolution; and (c) the registered Tryp Shareholder must have otherwise complied with the dissent procedures in Division 2 of Part 8 of the BCBCA, as modified and supplemented by the Interim Order, the Plan of Arrangement and the Final Order. The right to dissent is described in the Circular, and the text of each of the Plan of Arrangement, the Interim Order and Division 2 of Part 8 of the BCBCA are set forth in Appendix "B", Appendix "C" and Appendix "E", respectively, to the Circular.

**Failure to strictly comply with the provisions of the BCBCA, as modified and supplemented by the Plan of Arrangement, the Interim Order and the Final Order, may result in the loss of any right of dissent.**

**DATED** this 26th day of January, 2024.

**BY ORDER OF THE BOARD OF DIRECTORS**

*"Jason Carroll"* (signed)

Jason Carroll
Chief Executive Officer, Tryp Therapeutics Inc.

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## FREQUENTLY ASKED QUESTIONS ABOUT THE ARRANGEMENT AND THE MEETING

*The following are some questions that you, as a Tryp Securityholder, may have relating to the Meeting and answers to those questions. These questions and answers do not provide all of the information relating to the Meeting or the matters to be considered at the Meeting and are qualified in their entirety by the more detailed information contained elsewhere in, or incorporated by reference into, this Circular. You are urged to read this Circular in its entirety including the appendices to this Circular, any documents incorporated by reference herein, the forms of proxy and the Letter of Transmittal before making a decision related to your Affected Securities. All capitalized terms used but not defined herein have the meanings ascribed to them in the "Glossary of Terms" set forth in this Circular.*

**Q: Why is the Meeting being held?**

**A:** In connection with the Meeting, Tryp Securityholders are being asked to consider and vote on the Arrangement Resolution which, if approved and if the Arrangement is completed, will result in: (i) Exopharm acquiring all of the issued and outstanding Tryp Shares; (ii) Tryp Shareholders (other than Dissenting Shareholders) receiving the Consideration for each Tryp Share held by them; and (iii) holders of the Tryp Convertible Securities receiving the consideration as set out in the Plan of Arrangement. In addition, Tryp Shareholders will be asked to vote on the Option Plan Resolution which, if approved, will become effective immediately and the Delisting Resolution which, if approved, is expected to become effective the date the Arrangement becomes effective. Neither completion of the Arrangement nor approval of the Arrangement Resolution is conditional upon the approval of the Option Plan Resolution or the Delisting Resolution.

**Q: When and where is the Meeting being held?**

**A:** The Meeting is to be held on March 8, 2024 beginning at 10:00 a.m. (Eastern Time) at First Canadian Place, 100 King Street West, Suite 1600, Toronto, Ontario

**Q: Who is entitled to vote at the Meeting?**

**A:** Only Tryp Securityholders of record as of the close of business on January 9, 2024, being the Record Date for the Meeting, are entitled to receive notice of and to attend, and vote at, the Meeting or any adjournment(s) or postponement(s) of the Meeting. Registered holders of Tryp Shares will be entitled to vote with respect to all matters at the Meeting, whereas registered holders of Tryp Convertible Securities will only be entitled to vote at the Meeting with respect to the Arrangement Resolution, and not with respect to any other matters at the Meeting.

**Q: What constitutes a quorum for the Meeting?**

**A:** A quorum for the transaction of business at the Meeting is the presence of two persons who are, or who represent by proxy, Tryp Shareholders who, in the aggregate, hold at least 5% of the issued Tryp Shares entitled to be voted at the Meeting.

**Q: Who is soliciting my proxy?**

A: Your proxy is being solicited by senior management of Tryp. This Circular is furnished in connection with that solicitation. While it is anticipated that solicitation of proxies for the Meeting will be made primarily by mail, proxies may be solicited personally or by telephone by the

directors and regular employees of Tryp at nominal cost paid by Tryp. If you have questions or need assistance completing your form of proxy or voting instruction form, please contact Computershare Investor Services Inc. by toll-free telephone at 1-800-564-6253 or email at corporateactions@computershare.com.

**Q: What is the recommendation of the Tryp Board with respect to the Arrangement Resolution?**

A: After taking into consideration, among other things, the merits of the Arrangement and the recommendation of the Special Committee, the Tryp Board has concluded that the Arrangement is in the best interests of Tryp and fair to the Tryp Shareholders, and unanimously recommends that Tryp Securityholders vote FOR the Arrangement Resolution to approve the Arrangement.

**Q: Have the Tryp Directors and officers of Tryp entered into Tryp Voting Support Agreements?**

A: Yes. Exopharm has entered into a Tryp Voting Support Agreement with each of the directors and senior officers of Tryp, pursuant to which each of the Tryp directors and senior officers have agreed to, among other things, support the Arrangement and to vote their Affected Securities in favour of the Arrangement Resolution. As of the Record Date, 6,663,829 of the 96,419,347 outstanding Tryp Shares were held by Tryp directors and senior officers that were subject to Tryp Voting Agreements and Support Agreements, representing approximately 6.91% of the votes which may be cast by Tryp Shareholders at the Meeting.

**Q: How many Affected Securities are entitled to be voted?**

A: As of the Record Date, there were 96,419,347 Tryp Shares entitled to be voted at the Meeting. Each Tryp Shareholder is entitled to one vote for each Tryp Share held by such holder in respect of all matters at the Meeting. In addition, as of the Record Date, there were 23,933,232Tryp Employee Options and 20,190,144 Tryp Warrants outstanding. Pursuant to the Interim Order, each Tryp Convertible Security carries one vote with respect to the vote on the Arrangement Resolution. Tryp Convertible Securityholders are not entitled to a vote on any matter at the Meeting other than the approval of the Arrangement Resolution.

**Q: How do I vote if I am a registered Tryp Securityholder?**

A: If you are a registered Tryp Securityholder, you can vote your Affected Securities:

(i) by voting in person at the Meeting;

(ii) by signing and returning the applicable enclosed proxy form by mail appointing the named persons or some other person you choose, who need not be a Tryp Securityholder, to represent you as proxyholder and vote your Affected Securities at the Meeting;

(iii) by telephone at 1(866) 732-VOTE (8683); or

(iv) via the internet at www.investorvote.com.

**If you are a registered Tryp Shareholder, you should complete the form of proxy printed on green paper. If you are a holder of Tryp Employee Options, you should complete the form of proxy printed on pink paper. If you are a registered holder of Tryp Warrants, you should complete the form of proxy printed on yellow paper. If you hold more than one type of Affected Security, you will need to complete the applicable form of proxy for each of the different types of Affected Securities held by you.**

**Q: How do I vote if I am a non-registered Tryp Securityholder?**

A: If you are a non-registered Tryp Securityholder, you should receive voting instructions from your nominee.

**Q: If I am a non-registered Tryp Securityholder, can I vote in person at the Meeting?**

A: Yes. To vote in person at the Meeting, print your own name in the space provided on the applicable proxy form or the voting instruction form sent to you by your nominee and return it by following the instructions included. In doing so you are instructing your nominee to appoint you as a proxyholder. Please register with Tryp's Transfer Agent and Registrar, Computershare Investor Services Inc., when you arrive at the Meeting as the Company has no access to the names of non-registered Tryp Securityholders; if you attend the Meeting without following this procedure, the Company will have no record of your security holdings or entitlement to vote.

**Q: How do I vote if I am both a registered Tryp Securityholder and a non-registered Tryp Securityholder?**

A: If you hold some Affected Securities as a registered Tryp Securityholder and others as a non-registered Tryp Securityholder, you will have to use the separate voting methods described above, as applicable, for those of your Affected Securities for which you are a registered Tryp Securityholder and for those of your Affected Securities for which you are a non-registered Tryp Securityholder.

**Q: What will I receive under the Arrangement if I am a Tryp Shareholder?**

A: Under the Arrangement, Tryp Shareholders will be entitled to receive, for each Tryp Share held, 3.616 Exopharm Shares.

**Q: What will I receive under the Arrangement if I am a Tryp Convertible Securityholder?**

A: Under the Arrangement:

(i) each Tryp Employee Option shall be cancelled without any payment in respect thereof and replaced with a Replacement Option on substantially equivalent economic terms; and

(ii) each Tryp Warrant shall be cancelled without any payment in respect thereof and replaced with a Replacement Option on substantially equivalent economic terms,

all as more particularly set out in the Plan of Arrangement.

**Q: Who is Exopharm?**

A: Exopharm is a genetic medicine and exosome-based drug-delivery company, which has been focused on advancing genetic medicines and other exosome-based medicines using exosomes or extracellular vesicles (EVs) as a chassis for improved and non- viral drug-delivery.

Exosomes can be loaded with a variety of active pharmaceutical ingredients (APIs) and can be targeted to selected cell-types and tissue types, improving the safety-profile of the APIs and providing better treatments. Exosomes can be used to deliver small molecule drugs, mRNA, DNA and other types of APIs. Exosomes are an alternative means of drug-delivery inside the body, alongside technologies such as lipid nanoparticles (LNP), cell-penetrating peptides, viral vectors and liposomes. Exopharm's exosome technologies sought to solve important needs for the success of exosome medicines – LEAP manufacturing technology, LOAD API loading technologies and EVPS tropism technologies. Exopharm is making its proprietary technologies available to pharmaceutical and biotechnology companies that may wish to harness exosome-delivery for their own products. Exopharm has also been seeking to develop important exosome medicines itself.

Exopharm has undergone some essential changes over the past 12 months, most notably building up its cash reserves whilst significantly reducing operating costs. Whilst Exopharm is still seeking to realise the potential financial value of Exopharm's exosome technology, it has significantly reduced its day-to-day operations and is now primarily focussed on completing the Arrangement.

**Q: What vote is required at the Meeting to approve the Arrangement Resolution?**

A: The Arrangement Resolution must be approved by at least two-thirds (66 2/3%) of the votes cast at the Meeting by: (a) Tryp Shareholders present in person or represented by proxy and entitled to vote at the Meeting; and (b) Tryp Securityholders voting together as a single class, present in person or represented by proxy and entitled to vote at the Meeting.

**Q. What vote is required at the Meeting to approve the Delisting Resolution?**

A: To be effective, the Delisting Resolution must be approved by at least a simple majority of the votes cast at the Meeting by Tryp Shareholders, present in person or represented by proxy and entitled to vote at the Meeting.

**Q. What vote is required at the Meeting to approve the Option Plan Resolution?**

A: To be effective, the Option Plan Resolution must be approved by at least a simple majority of the votes cast at the Meeting by Tryp Shareholders, present in person or represented by proxy and entitled to vote at the Meeting.

**Q: What if I return my proxy but do not mark it to show how I wish to vote?**

A: If your proxy relating to your Tryp Shares is signed and dated and returned without specifying your voting choice (or specifying both voting choices), then your Tryp Shares will be voted **FOR**: (a) the Arrangement Resolution; (b) the Option Plan Resolution; (c) the Delisting Resolution; and (d) the transaction of such further and other business as may properly come before the Meeting

or any adjournment or adjournments thereof, all in accordance with the recommendations of the Tryp Board.

If your proxy relating to any Tryp Convertible Securities is signed and dated and returned without specifying your voting choice, then your Tryp Convertible Securities will be voted **FOR** the Arrangement Resolution in accordance with the recommendation of the Tryp Board.

**Q: When is the cut-off time for delivery of proxies?**

A: Proxies must be delivered to Tryp's Transfer Agent and Registrar, Computershare Investor Services Inc., by mail to 100 University Ave. 8th Floor, Toronto, ON M5J 2Y1 or by fax to (416) 263-9524 or 1(866) 249-7775, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Meeting or any adjournment or postponement thereof. In this case, assuming no adjournment or postponement, the proxy-cut off time is 10:00 a.m. (Eastern Time) on March 6, 2024. The deadline for deposit of proxies may be waived or extended by the Chairman of the Meeting at their discretion, without notice.

**Q: Can I revoke my proxy or change my vote after I submit a signed proxy?**

A: Yes. In addition to revocation in any other manner permitted by law, a proxy may be revoked by an instrument in writing executed by the Tryp Securityholder or by his or her attorney authorized in writing deposited either at the registered office of the Company at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof, at which the proxy is to be used or with the Chairman of the Meeting on the day of the Meeting, or adjournment thereof, and upon either of such deposits, the proxy is revoked. If you revoke your proxy and do not replace it with another that is deposited with Tryp before the deadline for deposit of proxies set out above (see "*Q: When is the cut-off time for delivery of proxies?*"), then you can still vote your Affected Securities, but to do so, you must attend the Meeting in person.

**Q. In addition to the approval of the Tryp Securityholders, are there any other approvals required for the Arrangement?**

A: Yes. The Arrangement requires the satisfaction (or waiver) of certain key conditions precedent.

i. Exopharm receiving a conditional re-instatement letter from ASX subject to which Exopharm's Shares will be re-instated to official quotation on the ASX, on terms acceptable to Exopharm (acting reasonably);
ii. Exopharm obtaining the Exopharm Shareholder Approval;
iii. the Supreme Court of British Columbia granting interim and final orders on the terms consistent with the Arrangement Agreement; and
iv. Exopharm raising a minimum subscription of not less than AUD$6,000,000 (before costs) under a public offer of Exopharm Shares.

**Q: Will the Tryp Shares continue to be listed on the CSE after the Arrangement?**

A: It is expected that the Tryp Shares will be voluntarily de-listed from the CSE following the completion of the Arrangement.

**Q: Should I send in my Letter of Transmittal(s) now?**

A: Yes. It is recommended that all Registered Tryp Shareholders complete, sign and return the Letter of Transmittal, together with accompanying Tryp Share certificate(s) or DRS Advice, to the Depositary as soon as possible. Non-registered Tryp Shareholders whose Tryp Shares are registered in the name of a broker, investment dealer, bank, trust company, trustee or other nominee should contact that nominee for assistance in depositing such securities and should follow the instructions of such nominee in order to make their election and deposit such securities.

**Q: When can I expect to receive the Consideration for my Affected Securities?**

A: If you are a holder of Tryp Shares, then, provided that a duly completed Letter of Transmittal, along with the applicable Tryp Share certificate(s) or DRS Advice for such Tryp Shares and all other required documents, have been received by the Depositary, you should receive the Consideration due to you under the Arrangement from the Share Registry promptly after the Arrangement becomes effective. If you are a holder of Tryp Convertible Securities, you should receive certificates or Holding Statements representing your Replacement Employee Options, Replacement Founder Options, Replacement Quoted Broker Options and/or Replacement Unquoted Broker Options due to you under the Arrangement promptly after the Arrangement becomes effective.

**Q: Who will be on the management team and board of directors of Exopharm following the Arrangement?**

A: The following individuals are anticipated to be on the management team of Exopharm following the completion of the Arrangement: (a) Jason Carroll, Chief Executive Officer; (b) James Gilligan, Chief Scientific Officer; (c) James O'Neill, Chief Financial Officer; and (d) David Franks, Corporate Secretary. The following individuals are anticipated to be on the board of directors of Exopharm: Mark Davies (Chairman), Clarke Barrow, Peter Molloy, P. Gage Jull, Chris Ntoumenopoulos, and Jason Carroll.

**Q: Will Exopharm's Shares be publicly listed?**

A: Yes. The Exopharm Shares are expected to be listed on the Australian Securities Exchange.

**Q: How will I know when the Arrangement will be implemented?**

A: The Effective Date will only occur following satisfaction or waiver of all of the conditions to the completion of the Arrangement. If the Arrangement Resolution is approved at the Meeting, and all other required approvals are obtained and conditions satisfied or waived, then the Effective Date is expected to occur on or prior to April 30, 2024, unless otherwise agreed to between Tryp

and Exopharm. On the Effective Date, upon completion of the Arrangement, Tryp will publicly announce that the Arrangement has been implemented.

**Q: Are there risks I should consider in deciding whether to vote for the Arrangement Resolution?**

A: Yes. Tryp Securityholders should carefully consider the risk factors relating to the Arrangement. Some of these risks include, but are not limited to the following: (a) Exopharm and Tryp may not integrate successfully; (b) uncertainty surrounding the Arrangement could adversely affect the Combined Company's future business and operations; (c) directors and executive officers of Tryp may have interests in the Arrangement that are different from, or in addition to, those of Tryp Securityholders generally (including proposed positions as directors and/or officers with Exopharm); (d) the Arrangement Agreement may be terminated in certain circumstances, including in the event of a change having a Tryp Material Adverse Effect; (e) there can be no certainty that all conditions precedent to the Arrangement will be satisfied; (f) the exchange ratio is fixed and will not be adjusted to reflect any change in the market value of the Exopharm Shares or Tryp Shares prior to the closing of the Arrangement; (g) Tryp will incur costs even if the Arrangement is not completed and may have to pay a Termination Fee to Exopharm in certain circumstances; (h) if the Arrangement is not approved by the Tryp Securityholders, or the Arrangement is otherwise not completed, then the market price for Tryp Shares may decline; (i) if the Arrangement Resolution is not approved by the Tryp Securityholders, Tryp will continue as a standalone entity and will need to consider and secure financing alternatives; (j) owning Exopharm Shares will expose Tryp Shareholders to different risks; and (k) the value of the Exopharm Shares may fluctuate. The foregoing list is not exhaustive. Please carefully read all of the risks disclosed elsewhere in this Circular as well as risks disclosed in Tryp's publicly disclosed documents available on SEDAR+ including in its prospectus dated December 8, 2020.

See "Risks Associated with the Arrangement" in this Circular.

**Q: What are the Canadian income tax consequences of the Arrangement for Tryp Shareholders?**

A: For a summary of certain Canadian income tax consequences of the Arrangement applicable to a Tryp Shareholder, see "Certain Canadian Federal Income Tax Considerations". Such summary is not intended to be legal or tax advice to any particular Tryp Shareholder. Tryp Shareholders should consult their own tax advisors with respect to their particular circumstances. In addition, holders of Tryp Convertible Securities should consult their own tax advisors with respect to their particular circumstances.

**Q: Am I entitled to Dissent Rights?**

A: The Interim Order and Plan of Arrangement provides Registered Tryp Shareholders with Dissent Rights in connection with the Arrangement. Registered Tryp Shareholders considering exercising Dissent Rights should seek the advice of their own legal counsel and tax and investment advisors and should carefully review the description of such rights set forth in this Circular, the Interim Order and the Plan of Arrangement, and must comply with the dissent procedures in Division 2 of Part 8 of the BCBCA, as modified and supplemented by the Interim Order, the Plan of Arrangement and the Final Order. The right to dissent is described in this Circular, and the texts of each of the Plan of Arrangement, the Interim Order and Division 2 of Part 8 of the BCBCA is set

forth in Appendix “B”, Appendix “C” and Appendix “E”, respectively, to this Circular. See “Rights of Dissenting Shareholder” in this Circular.

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**TRYP THERAPEUTICS INC.**

**MANAGEMENT INFORMATION CIRCULAR**

This management information circular (this "**Circular**") and accompanying forms of proxy are furnished in connection with the solicitation of proxies by the management of Tryp Therapeutics Inc. (the "**Company**" or "**Tryp**") for use at the annual general and special meeting (the "**Meeting**") of Tryp Securityholders to be held at First Canadian Place, 100 King Street West, Suite 1600, Toronto, Ontario on March 8, 2024 at 10:00 a.m. (Eastern Time), and at any adjournment or postponement thereof, for the purposes set forth in the accompanying notice of annual general and special meeting (the "**Notice of Meeting**"). All summaries of, and references to, the Arrangement Agreement, the Plan of Arrangement, and the Arrangement Resolution in this Circular are qualified in their entirety by reference to the complete text of those documents, each of which is either included as an appendix to this Circular or filed under the Company's issuer profile on the System for Electronic Document Analysis and Retrieval ("**SEDAR+**") at www.sedarplus.ca. Tryp Securityholders are urged to carefully read the full text of these documents.

**INFORMATION CONTAINED IN THIS INFORMATION CIRCULAR**

The information contained in this Circular, unless otherwise indicated, is given as of January 26, 2024.

No Person has been authorized to give any information or to make any representation in connection with the matters being considered herein other than those contained in this Circular and, if given or made, such information or representation should be considered or relied upon as not having been authorized. This Circular does not constitute an offer to sell, or a solicitation of an offer to acquire, any securities, or the solicitation of a proxy, by any Person in any jurisdiction in which such an offer or solicitation is not authorized or in which the Person making such offer or solicitation is not qualified to do so or to any Person to whom it is unlawful to make such an offer or proxy solicitation. Neither the delivery of this Circular nor any distribution of securities referred to herein will, under any circumstances, create any implication that there has been no change in the information set forth herein since the date of this Circular.

Information contained on Tryp's or Exopharm's website is not and is not deemed to be a part of this Circular or incorporated by reference herein and should not be relied upon in making a decision as to how to vote on the resolutions to be considered at the Meeting.

Information contained in this Circular should not be construed as legal, tax or financial advice and Tryp Securityholders are urged to consult their own professional advisors in connection with the matters considered in this Circular.

The Arrangement and the related securities described herein have not been registered with, recommended by or approved or disapproved by any securities regulatory authority, nor has any securities regulatory authority passed upon the fairness or merits of the Arrangement or upon the accuracy or adequacy of the information contained in this Circular and any representation to the contrary is unlawful.

Information contained in this Circular with respect to pro forma shareholdings in the Combined Company are presented subsequent to the Exopharm Consolidation, unless otherwise noted.

**Information Contained in this Circular Regarding Exopharm**

The information concerning Exopharm, and its affiliates and the Exopharm Shares contained in this Circular has been provided by Exopharm for inclusion in this Circular. In the Arrangement Agreement, Exopharm provided a covenant in favour of Tryp that it would promptly notify Tryp if, at any time before the Effective Date, it becomes aware that the Circular contains a misrepresentation, or that otherwise requires an amendment or supplement to the Circular. Although Tryp has no knowledge that would indicate that any statements contained herein relating to Exopharm, its affiliates or the Exopharm Shares are untrue or incomplete, neither Tryp nor any of its officers or directors assumes any responsibility for the accuracy or completeness of the information relating to Exopharm, its affiliates or the Exopharm Shares, or for any failure by Exopharm to disclose facts or events that may have occurred or may affect the significance or accuracy of any such information but which are unknown to Tryp.

**Cautionary Note Regarding Forward-Looking Statements and Risks**

This Circular and the documents incorporated into this Circular by reference contain "forward-looking statements" and "forward-looking information" collectively referred to herein as "**forward-looking statements**" within the meaning of the applicable Securities Laws that are based on expectations, estimates and projections as at the date of this Circular or the dates of the documents incorporated herein by reference, as applicable. These forward-looking statements include but are not limited to statements and information concerning: the Arrangement; covenants of Tryp and Exopharm; the timing for the implementation of the Arrangement and the potential benefits of the Arrangement; the likelihood of the Arrangement being completed; principal steps of the Arrangement; statements relating to the business and future activities of, and developments related to, Tryp and Exopharm after the date of this Circular and prior to the Effective Time; Tryp Required Approval of the Arrangement; regulatory and court approval of the Arrangement; market position, and future financial or operating performance of Exopharm and Tryp; liquidity of Exopharm Shares following the Effective Time; anticipated developments in operations; currency fluctuations; requirements for additional capital; government regulation of the psychedelics industry; limitations on insurance coverage; the timing and possible outcome of regulatory matters; goals; strategies; future growth; the adequacy of financial resources; the availability of capital; and other events or conditions that may occur in the future.

Any statements that involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions or future events or performance (often but not always using phrases such as "expects", or "does not expect", "is expected", "anticipates" or "does not anticipate", "plans", "budget", "scheduled", "forecasts", "estimates", "believes" or "intends" or variations of such words and phrases or stating that certain actions, events or results "may" or "could", "would", "might", or "will" be taken to occur or be achieved) are not statements of historical fact and may be forward-looking statements and are intended to identify forward-looking statements.

These forward-looking statements are based on the beliefs of Tryp's management and, in the case of information concerning Exopharm, the management of Exopharm, as well as on assumptions, which each such respective management team believes to be reasonable in respect of the respective forward-looking statements concerning Tryp and Exopharm based on information currently available at the time such statements were made. However, there can be no assurance that the forward-looking statements will prove to be accurate. Such assumptions and factors include, among other things, the satisfaction of the terms and conditions of the Arrangement and the receipt of the required securityholder, court and regulatory approvals and consents.

By their nature, forward-looking statements are based on assumptions and involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of Tryp or Exopharm to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Forward-looking statements are subject to a variety of risks, uncertainties and other factors that could cause actual events or results to differ from those expressed or implied by the forward-looking statements, including, without limitation: the Arrangement Agreement may be terminated in certain circumstances; general business, economic, competitive, political, regulatory and social uncertainties, and in particular uncertainties relating to COVID-19; history of losses of Tryp and Exopharm; risks related to factors beyond the control of Tryp and Exopharm, including risks related to the ability to obtain adequate financing for planned activities; risks related to governmental regulations; risks related to unexpected regulatory change; currency fluctuations and risks associated with a fixed exchange ratio; influence of third party stakeholders; conflicts of interest; risks related to dependence on key individuals; risks related to the involvement of some of the directors and officers of Tryp and Exopharm with other companies; enforceability of claims; the ability to maintain adequate control over financial reporting; risks related to the Exopharm Shares and Tryp Shares, including price volatility due to events that may or may not be within such parties' control, including disruptions or changes in the credit or securities markets; delays in obtaining governmental approvals or financing or in the completion of planned activities; increased operating costs; litigation risks; risks relating to the possibility that more than 10% of Tryp Shareholders may exercise their dissent rights; global economic climate; dilution; regulatory risks; and other uncertainties and risk factors set out in filings made by Exopharm and Tryp from time to time with Securities Authorities. This list is not exhaustive of the factors that may affect any of the forward-looking statements of Tryp or Exopharm.

Forward-looking statements are statements about the future and are inherently uncertain. Actual results could differ materially from those projected in the forward-looking statements as a result of the matters set out or incorporated by reference in this Circular generally and certain economic and business factors, some of which may be beyond the control of Tryp and Exopharm. In addition, recent unprecedented events in the world economy and global financial and credit markets have resulted in heightened market volatility and a contraction in debt and equity markets, which could have a particularly significant, detrimental and unpredictable effect on forward-looking statements. Some of the important risks and uncertainties that could affect forward-looking statements are described further under the headings "*Information Concerning the Arrangement – Risks Associated with the Arrangement*", "*Appendix "*F*" – Additional Information Concerning Tryp – Risk Factors*", and "*Appendix "*G*" – Additional Information Concerning Exopharm Before the Arrangement – Risk Factors"*, and in other documents included or incorporated by reference in this Circular. Neither Tryp nor Exopharm intend, and neither of them assume any obligation, to update any forward-looking statements, other than as required by applicable law. For all of these reasons, Tryp Shareholders should not place undue reliance on forward-looking statements.

**Note to United States Security Holders**

**THE ARRANGEMENT AND THE SECURITIES TO BE ISSUED IN CONNECTION WITH THE PLAN OF ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE IN THE UNITED STATES, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE IN THE UNITED STATES PASSED UPON THE FAIRNESS OR MERITS OF THE ARRANGEMENT OR PLAN OF ARRANGEMENT OR UPON THE ADEQUACY OR ACCURACY OF THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

The Exopharm Shares to be received by Tryp Shareholders pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or the Securities Laws of any state of the United States and will be issued and distributed, respectively, in reliance upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act and exemptions provided under the Securities Laws of each state of the United States in which Tryp Shareholders reside. Section 3(a)(10) of the U.S. Securities Act exempts from the general registration requirements under the U.S. Securities Act securities issued in exchange for one or more *bona fide* outstanding securities, or partly in such exchange and partly for cash, where the terms and conditions of the issuance and exchange are approved by a court of competent jurisdiction that is expressly authorized by Law to grant such approval, after a hearing upon the fairness of such terms and conditions of such issuance and exchange at which all persons to whom the securities will be issued in such exchange have the right to appear and receive timely notice thereof. The Court issued the Interim Order on February 7, 2024 and, subject to the approval of the Arrangement by the Tryp Shareholders, a hearing for the Final Order approving the Arrangement will be held at the Kelowna Law Courts, 1355 Water Street, Kelowna, British Columbia on or about March 11, 2024, at 9:45 a.m. (Kelowna time) or as soon thereafter as counsel may be heard. All Tryp Shareholders are entitled to appear and be heard at this hearing. Accordingly, the Final Order, if granted by the Court after the Court considers the substantive and procedural fairness of the Arrangement to the Tryp Shareholders, will constitute a basis for the exemption from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereunder with respect to the Exopharm Shares to be issued in connection with the Arrangement. Prior to the hearing on the Final Order, the Court will be informed of this effect of the Final Order.

The Exopharm Shares to be received by Tryp Shareholders pursuant to the Arrangement will be freely tradable under the U.S. Securities Act, except by persons who are "affiliates" (as defined in Rule 144 under the U.S. Securities Act) of Exopharm after the Arrangement or were affiliates of Exopharm within 90 days prior to completion of the Arrangement. Any resale of such Exopharm Shares by such an affiliate (or, if applicable, former affiliate) may be subject to the registration requirements of the U.S. Securities Act, absent an exemption therefrom. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract, or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer. Any resale of such Exopharm Shares by such an affiliate (or former affiliate) may be subject to the registration requirements of the U.S. Securities Act, absent an exemption therefrom. Tryp Shareholders in the United States who are affiliates of Exopharm solely by their status as an officer or director of Exopharm may sell their Exopharm Shares outside of the United States in compliance with Regulation S under the U.S. Securities Act. See "*Information Concerning the Arrangement– Securities Laws and Considerations – Resales of Exopharm Shares within the United States after the Completion of the Arrangement*".

The solicitation of proxies made pursuant to this Circular is not subject to the requirements of Section 14(a) of the U.S. Exchange Act. Accordingly, this Circular has been prepared in accordance with disclosure requirements applicable in Canada, and the solicitations and transactions contemplated in this Circular are made in the United States for securities of a Canadian issuer in accordance with Canadian corporate and Securities Laws. Tryp Shareholders in the United States should be aware that such requirements are different from those of the United States applicable to registration statements under the U.S. Securities Act and to proxy statements under the U.S. Exchange Act.

Tryp's financial statements incorporated by reference into this Circular have been prepared in accordance with International Financial Reporting Standards and the Exopharm financial statements included in this

Circular have been prepared in accordance with Accounting Standards and Interpretations issued by the Australian Accounting Standards Board and are subject to Canadian and Australian auditor independence standards, as applicable, and thus may not be comparable to financial statements prepared in accordance with United States generally accepted accounting principles and United States auditor independence standards.

Tryp Shareholders who are resident in, or citizens of, the United States are advised to consult their own tax advisors to determine the particular United States tax consequences to them of the Arrangement in light of their particular situation, as well as any tax consequences that may arise under the laws of any other relevant foreign, state, local, or other taxing jurisdiction.

The enforcement by investors of civil liabilities under United States securities laws may be affected adversely by the fact that Tryp and Exopharm are incorporated or organized outside the United States, that some or all of Tryp's and Exopharm's respective officers and directors and the experts named herein are residents of a foreign country, and that all or a portion of the assets of Tryp and/or Exopharm and said persons are located outside the United States. As a result, it may be difficult or impossible for Tryp Shareholders in the United States to effect service of process within the United States upon Tryp or Exopharm, some or all of the respective officers or directors of Tryp or Exopharm or the experts named herein, or to realize against Tryp and Exopharm upon judgments of courts of the United States predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States. In addition, Tryp Shareholders in the United States should not assume that the courts of Canada: (a) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States.

United States Securities Laws matters are further described under the heading "*Information Concerning the Arrangement*– S*ecurities Laws and Considerations – U.S. Securities Laws*". Information in this Circular or in the documents incorporated by reference herein concerning Exopharm and Tryp has been prepared in accordance with Canadian standards under applicable Canadian Securities Laws, which differ in material respects from the requirements of U.S. Securities Laws applicable to U.S. companies subject to the reporting and disclosure requirements of the SEC.

No broker, dealer, salesperson or other Person has been authorized to give any information or make any representation other than those contained in this Circular and, if given or made, such information or representation must not be relied upon as having been authorized by Tryp or Exopharm.

**Summary of Certain Canadian Federal Income Tax Considerations**

For a summary of certain material Canadian income tax consequences of the Arrangement, see "*Certain Canadian Federal Income Tax Considerations*". **Such summary is not intended to be legal or tax advice to any particular Tryp Shareholder.**

**Reporting Currency**

Except as otherwise indicated in this Circular, references to "Canadian dollars" and "$" are to the currency of Canada, references to "U.S. dollars" or "US$" are to the currency of the United States and references to "AUD dollars" or "AUD$" are to the currency of Australia.

## GLOSSARY OF TERMS

In this Circular and Notice, unless there is something in the subject matter inconsistent therewith, the following terms will have the respective meanings set out below, words importing the singular number will include the plural and vice versa and words importing any gender will include all genders.

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| "**AASB**" | means Accounting Standards and Interpretations issued by the Australian Accounting Standards Board. |
| "**ACA**" | means The Corporations Act 2001 (Australia). |
| "**Acquisition Proposal**" | means other than the transactions contemplated by the Arrangement Agreement, and other than any transaction involving only Tryp and/or one or more of its wholly-owned subsidiaries, any offer, expression of interest, proposal or inquiry (written or oral) from any Person or group of Persons "acting jointly or in concert" (within the meaning of NI 62-104) other than Exopharm (and/or any affiliate of the Exopharm), after the date of the Arrangement Agreement relating to: |

(a) any sale, disposition, alliance or joint venture (or any lease, long-term supply agreement or other arrangement having the same economic effect as the foregoing), direct or indirect, in a single transaction or a series of related transactions, of assets representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated revenue of the Tryp and its subsidiaries (in each case, determined based upon the most recent publicly available consolidated financial statements of Tryp and its subsidiaries) or of 20% or more of the voting or equity securities of Tryp or any of its subsidiaries (or rights or interests in such voting or equity securities);

(b) any direct or indirect take-over bid, exchange offer, treasury issuance or other transaction that, if consummated, would result in such Person or group of Persons beneficially owning 20% or more of any class of voting, equity or other securities of Tryp and its subsidiaries (including securities convertible or exercisable or exchangeable for voting, equity or other securities of Tryp and its subsidiaries);

(c) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving Tryp or any one or more of its subsidiaries that, individually or in the aggregate, constitute 20% or more of the consolidated assets of Tryp and its subsidiaries or that contribute

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| | 20% or more of the consolidated revenue of Tryp and its subsidiaries; or<br>(d) any other similar transaction or series of transactions involving Tryp or any of its subsidiaries. |
| "**Affected Securities**" | means, collectively, the Tryp Shares, Tryp Warrants and Tryp Employee Options. |
| "**affiliate**" | has the meaning specified in National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators. |
| **"Alto Capital"** | ACNS Capital Markets Pty Ltd T/A Alto Capital. |
| "**Arrangement**" | means an arrangement under Part 9, Division 5 of the BCBCA, on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and the provisions of the Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of Exopharm and Tryp, each acting reasonably. |
| "**Arrangement Agreement**" | means the arrangement agreement dated December 8, 2023 as amended on January 25, 2024 between Exopharm and Tryp, together with the Schedules attached thereto and disclosure letters delivered by each Party to the other Party, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, a copy of which is available on SEDAR+ at www.sedarplus.ca under Tryp's profile. |
| "**Arrangement Issued Securities**" | means all securities to be issued by Exopharm pursuant to the Arrangement, including the Consideration Shares, Replacement Employee Options, Replacement Founder Options, Replacement Quoted Broker Options and Replacement Unquoted Broker Options. |
| "**Arrangement Resolution**" | means the special resolution of the Tryp Securityholders approving, among other things, the Plan of Arrangement to be considered at the Meeting, the full text of which is attached as Appendix "A" to this Circular. |
| "**ASX**" | means the Australian Securities Exchange. |
| "**ASX Listing Rules**" | means the 'Listing Rules' of ASX (from time to time). |
| "**BCBCA**" | means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time. |
| "**Broadridge**" | has the meaning ascribed to it under the heading "*General Proxy Information – Non-Registered Holders*". |

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| "**Business Day**" | means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Kelowna, British Columbia. |
| "**CDS**" | means the Canadian Depository for Securities. |
| "**CEO**" | means Chief Executive Officer. |
| "**CFO**" | means Chief Financial Officer. |
| **"Change in Exopharm Recommendation"** | has the meaning ascribed to it under the heading "*Information Concerning the Arrangement – the Arrangement Agreement – Termination Fees"*. |
| "**Change in Recommendation**" | has the meaning ascribed to it under the heading "*Information Concerning the Arrangement – The Arrangement Agreement – Termination of the Arrangement Agreement*". |
| "**CHESS**" | means the Clearing House Electronic Subregister System, operated by ASX Settlement Pty Limited to facilitate the exchange and registration of securities. |
| "**Circular**" | means this management information circular of Tryp dated January 26, 2024. |
| "**Combined Company**" | means Exopharm and all of its subsidiaries after giving effect to the completion of the Arrangement, including Tryp. |
| "**Combined Company Board**" | means the board of directors of the Combined Company. |
| "**Computershare**" | means Computershare Investor Services Inc. as registrar and transfer agent of the Tryp Shares. |
| "**Consideration**" | means the consideration to be received by Tryp Shareholders pursuant to the Plan of Arrangement as consideration for their Tryp Shares, consisting of 3.616 Exopharm Shares for each Tryp Share, subject to adjustment in the manner and in the circumstances contemplated in the Arrangement Agreement, on the basis set out in the Plan of Arrangement. |
| "**Consideration Shares**" | means the Exopharm Shares to be issued as the Consideration pursuant to the Arrangement. |
| "**Court**" | means the Supreme Court of British Columbia. |
| "**CSE**" | means the Canadian Securities Exchange. |
| "**Depositary**" | means Computershare Investor Services Inc. |
| "**Disclosing Entity**" | has the meaning ascribed to it under the ACA. |
| "**Dissenting Shareholder**" | has the meaning ascribed to it under the heading "*Rights of Dissenting Shareholders*". |
| "**Dissent Procedures**" | has the meaning ascribed to it under the heading "*Rights of Dissenting Shareholders*". |

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| "**Dissent Rights**" | means the rights of Registered Tryp Shareholders to dissent from the Arrangement and receive fair value for their Tryp Shares granted to Registered Tryp Shareholders in the Interim Order and the Plan of Arrangement, as set out in Sections 237 to 247 of the BCBCA, as may be modified by the Interim Order, the Final Order and the Plan of Arrangement, as more particularly described under the heading "*Rights of Dissenting Shareholders*". |
| **"DTC"** | means the Depository Trust Company. |
| "**Effective Date**" | means the date upon which the Plan of Arrangement becomes effective. |
| "**Effective Time**" | means the time that the Plan of Arrangement becomes effective on the Effective Date. |
| "**Exchange Ratio**" | means an exchange ratio of 3.616 post-Exopharm Consolidation Exopharm Shares for each Tryp Share. |
| "**Exopharm**" | means Exopharm Limited ACN 163 765 991, a corporation existing under the laws of Australia. |
| "**Exopharm Board**" | means the board of directors of Exopharm, as constituted from time to time. |
| "**Exopharm Capital Raise**" | means Exopharm's capital raise of aggregate gross proceeds of a minimum of AUD$6,000,000 and up to a maximum of AUD$6,500,000, to be funded through a public equity offering of a minimum of 300,000,000 Exopharm Shares and up to a maximum of 325,000,000 Exopharm Shares at a price of AUD$0.02/share prior to the Effective Date. |
| **"Exopharm Consolidation"** | means the consolidation of the Exopharm Shares and Exopharm Options on the basis of two and one-half (2.5) pre-consolidation Exopharm securities for each one (1) post-consolidation Exopharm security. |
| **"Exopharm Intervening Event**" | means any event, development, circumstance, change, effect, condition or occurrence that, as of the date of the Arrangement Agreement, was not, after due inquiry, known to the Exopharm Board. |
| **"Exopharm Material Adverse Effect**" | means any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, state of facts or circumstances, is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, capitalization, condition (financial or otherwise) or liabilities (contingent or otherwise) of Exopharm and its subsidiaries, taken as a whole, except any such change, event, occurrence, effect, state of facts or circumstance arising out of, relating to or resulting directly or |

indirectly from:

(a) general conditions or developments in the exosome technology industry as a whole in Australia;

(b) any change, development or condition relating to global, national or regional political conditions (including the outbreak or escalation of war or acts of terrorism) or global financial, banking, currency exchange, interest rate, rates of inflation or capital markets;

(c) any adoption, proposal, implementation or change in Law or any interpretation of Law by any Governmental Entity;

(d) any change in AASB applicable to Exopharm;

(e) any natural disaster (including those arising from or out of climatic or other natural events or conditions such as drought and other weather conditions);

(f) any epidemic, pandemic, disease outbreak (including COVID-19), other health crisis or public health event, including any worsening or re-occurrence thereof;

(g) the failure by Exopharm to meet any internal, third party or public projections, forecasts, guidance or estimates of revenues or earnings or other financial or operating metrics (it being understood that the causes or facts underlying or contributing to any such failure may be taken into account in determining whether a Exopharm Material Adverse Effect has occurred, to the extent not otherwise excepted by another clause of this definition);

(h) the announcement or disclosure of the Arrangement Agreement or the transactions contemplated hereby, including any loss of or change in the relationship with employees, partners, licensees, licensors, suppliers or other persons having business relationships with Exopharm or its subsidiaries related thereto as a result of such announcement or disclosure;

(i) any action taken (or omitted to be taken) by Exopharm or its subsidiaries that is requested or consented to by Tryp expressly in writing or expressly required by the Arrangement Agreement; or

(j) any matter the full nature and extent of which has been expressly disclosed by Exopharm in Section 1.1 of the Exopharm Disclosure Letter (as defined in the Arrangement Agreement);

(k) any change in the market price or trading volume of any securities of Exopharm (it being understood that the causes or facts underlying or contributing to such change in market price or trading volume may be taken into account in determining whether a Exopharm Material Adverse Effect has occurred, to the extent not otherwise excepted by another clause of this definition

provided, however, that with respect to clauses (a) through to and including (g), such matter does not have a materially disproportionate effect on Exopharm and its subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the industry in which the Exopharm and/or its subsidiaries operate, in which case the relevant exclusion from the definitions of "Exopharm Material Adverse Effect" referred to in clauses (a) through and including (g) above will not be applicable.

"**Exopharm Meeting**" means the meeting of Exopharm Shareholders to be called and held for the purpose of seeking the Exopharm Shareholder Approval.

"**Exopharm Options**" Means an option to acquire an Exopharm Share.

"**Exopharm Shares**" means ordinary shares in the authorized share structure of Exopharm.

"**Exopharm Shareholder Approval**" means the approval of the Exopharm Shareholders who vote at the Exopharm Meeting by the requisite majority in favour of the resolutions required to implement the transactions contemplated by the Arrangement, including pursuant to the ASX Listing Rules.

"**Exopharm Shareholders**" means the holders of the Exopharm Shares, from time to time.

"**Exopharm Termination Fee**" means $200,000.

"**Final Order**" means the final order of the Court, after being informed of the intention to rely upon the Section 3(a)(10) Exemption from registration under the U.S. Securities Act in connection with the issuance of the Arrangement Issued Securities to Tryp Securityholders that are in the United States, made pursuant to Section 291 of the BCBCA, after a hearing upon the fairness of the terms and conditions of the Arrangement, in a form acceptable to Tryp and Exopharm, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both Tryp and Exopharm, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both Tryp and Exopharm, each acting reasonably) on appeal.

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| "**Governmental Entity**" | means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange, including the CSE and the ASX. |
| "**Holding Statement**" | means the statement issued by the Share Registry detailing the number of Consideration Shares and (as applicable) Replacement Employee Options, Replacement Founder Options, Replacement Quoted Broker Options and Replacement Unquoted Broker Options to be issued to a Tryp Securityholder under the Arrangement. |
| "**IFRS**" | means International Financial Reporting Standards, as issued by the International Accounting Standards Board, applicable as at the date on which the calculation is made or required to be made, applied on a consistent basis. |
| "**Interim Order**" | means the interim order of the Court, after being informed of the intention to rely upon the Section 3(a)(10) Exemption from registration under the U.S. Securities Act in connection with the issuance of the Arrangement Issued Securities to Tryp Securityholders that are in the United States made pursuant to Section 291 of the BCBCA, in a form acceptable to Tryp and Exopharm, each acting reasonably, providing for, among other things, the calling and holding of the Tryp Meeting, as such order may be amended by the Court with the consent of Tryp and Exopharm, each acting reasonably. |
| "**Intermediary**" | has the meaning ascribed to it under the heading "*General Proxy Information – Exercise of Discretion of Parties*". |
| "**Law**" or "**Laws**" | means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, notice, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended. |
| "**Letter of Transmittal**" | means the letter of transmittal delivered to Tryp Shareholders together with this Circular for use in connection with the Arrangement. |

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| "**Meeting**" | means the annual general and special meeting of Tryp Securityholders to be held at First Canadian Place, 100 King Street West, Suite 1600, Toronto, Ontario beginning at 10:00 a.m. (Eastern time) on March 8, 2024, or any postponement or adjournment thereof. |
| **"MI 61-101"** | means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions.* |
| "**NI 54-101**" | means National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer.* |
| "**Non-Registered Holders**" | has the meaning ascribed to it under the heading "*General Proxy Information – Exercise of Discretion By Proxyholders*". |
| "**Notice**" or "**Notice of Meeting**" | means the accompanying notice of annual general and special meeting of Tryp Shareholders. |
| "**Notice of Dissent**" | has the meaning ascribed to it under the heading "*Rights of Dissenting Shareholders*". |
| "**Notice Shares**" | has the meaning ascribed to it under the heading "*Rights of Dissenting Shareholders*". |
| "**Outside Date**" | means April 30, 2024 or such later date as may be agreed to in writing by the Parties. |
| "**Parties**" | means, collectively, Tryp and Exopharm and "**Party**" means any one of them. |
| "**Person**" | includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status. |
| "**Plan of Arrangement**" | means the plan of arrangement substantially in the form attached as Appendix "B" to this Circular, subject to any amendments or variations to such plan made in accordance with Section 8.1 of the Arrangement Agreement or Section 5.1 of the Plan of Arrangement, or made at the direction of the Court in the Final Order with the prior written consent of Tryp and Exopharm, each acting reasonably. |
| "**Record Date**" | Means January 9, 2024. |
| "**Registered Tryp Shareholders**" | means a registered holder of Tryp Shares as recorded in the shareholder register of Tryp maintained by Computershare. |
| "**Regulation S**" | means Regulation S under the U.S. Securities Act. |
| "**Reinstatement Date**" | Means the date the Exopharm Shares are reinstated to trading on the ASX following completion of the Arrangement. |
| "**Replacement Employee Option**" | means options of Exopharm to purchase Exopharm Shares to be issued to former holders of Tryp Employee Options. |

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| "**Replacement Founder Option**" | means options of Exopharm to purchase Exopharm Shares to be issued to the former holder of the Tryp Founder Warrants. |
| "**Replacement Options**" | means, collectively, the Replacement Employee Options, Replacement Founder Options, Replacement Quoted Broker Options and Replacement Unquoted Broker Options. |
| "**Replacement Quoted Broker Options"** | means options of Exopharm to purchase Exopharm Shares to be issued to former holders of the Tryp Quoted Broker Warrants. |
| **"Replacement Unquoted Broker Options"** | means options of Exopharm to purchase Exopharm Shares to be issued to former holders of the Tryp Unquoted Broker Warrants. |
| "**Representatives**" | has the meaning ascribed to it under the heading "*Information Concerning the Arrangement– The Arrangement Agreement – Covenants – Additional Covenants Regarding Non-Solicitation*". |
| "**SEC**" | means the United States Securities and Exchange Commission. |
| "**Section 3(a)(10) Exemption**" | means the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof. |
| "**Securities Authorities**" | means the British Columbia Securities Commission and the applicable securities commission or securities regulatory authority of each of the other provinces and territories of Canada. |
| "**Securities Laws**" | means (a) the *Securities Act* (British Columbia), and any other applicable provincial and territorial securities Laws, (b) the U.S. Securities Act and the U.S. Exchange Act and the rules and regulations promulgated thereunder, as applicable, (c) the *Corporations Act 2001* (Cth) and the rules and regulations promulgated thereunder, as applicable, and (d) the policies, rules and regulations of the CSE and the ASX, in each case, to the extent applicable. |
| "**Share Registry**" | means Automic Group, or any other share registry or financial institution as Exopharm may appoint to act as share registry with the approval of Tryp, acting reasonably, for the purpose of, among other things, issuing certificates or Holding Statements for Consideration Shares and other securities of Exopharm, as applicable, in connection with the Arrangement. |
| **"Special Committee**" | means the independent committee of the Tryp Board established for the purposes of considering the Arrangement. |
| "**Subject Securities**" | has the meaning ascribed to it under the heading "*Information Concerning the Arrangement – Tryp Voting Support Agreements*". |
| "**Supporting Shareholders**" | has the meaning ascribed to it under the heading "*Information Concerning the Arrangement – Tryp Voting Support Agreements*". |

"**Superior Proposal**" means any bona fide written Acquisition Proposal from Person(s) who are an arm's length third party or parties "acting jointly or in concert" (within the meaning of NI 62-104), made after the date of this Agreement, to acquire: (i) not less than all of the outstanding Tryp Shares not already owned by such Person(s) (including, for certainty, in the case of a take-over bid, the minimum tender condition shall also be for not less than all of the outstanding Tryp Shares not already owned by such Person(s)) and pursuant to which all Tryp Shareholders are offered the same consideration in form and amount per Tryp Share to be purchased or otherwise acquired, or (ii) all or substantially all of the assets of Tryp on a consolidated basis that:

a) did not result from a breach of Article 5 of the Arrangement Agreement;

b) if applicable, is reasonably capable of being completed without undue delay, taking into account, all financial, legal, regulatory and other aspects of such proposal and the Person(s) making such proposal;

c) is not subject to any financing contingency and in respect of which the Special Committee determines, in its good faith judgment (after receipt of advice from its financial advisors and its outside legal counsel) that the required funds will be available to effect payment in full for all of the Tryp Shares or assets, as the case may be;

d) is not subject to any due diligence condition; and

e) the Tryp Board determines, in its good faith judgment, after receiving the advice of its outside legal and financial advisors, after taking into account all the terms and conditions of the Acquisition Proposal, including all legal, financial, regulatory and other aspects of such Acquisition Proposal and the party making such Acquisition Proposal, would, if consummated in accordance with its terms, but without assuming away the risk of non-completion, result in a transaction which is more favourable, from a financial point of view, to the Tryp Shareholders, than the Arrangement (including any amendments to the terms and conditions of the Arrangement proposed by Exopharm pursuant to the provisions of the Arrangement Agreement).

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

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| "**Tryp**" | means Tryp Therapeutics Inc., a corporation existing under the laws of the Province of British Columbia. |
| "**Tryp Board**" | means the board of directors of Tryp, as constituted from time to time. |
| "**Tryp Convertible Notes**" | means the unsecured convertible notes of Tryp. |
| "**Tryp Convertible Securities**" | means, collectively, the Tryp Employee Options and Tryp Warrants. |
| "**Tryp Convertible Securityholders**" | means, collectively, the holders of Tryp Convertible Securities. |
| "**Tryp Convertible Debentures**" | means the secured convertible debentures of Tryp. |
| "**Tryp Employee Options**" | means outstanding options to purchase Tryp Shares issued to directors, previous directors, key management and consultants of Tryp pursuant to the Tryp Option Plan or otherwise. |
| "**Tryp Expense Reimbursement Fee**" | means $200,000. |
| **"Tryp Founder Warrants**" | means the outstanding warrants to purchase Tryp Shares held by a founder or its respective transferees. |
| **"Tryp Lead Manager Warrants**" | means the warrants to purchase Exopharm Shares held by Alto Capital. |
| **"Tryp Material Adverse Effect**" | means any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, state of facts or circumstances, is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, capitalization, condition (financial or otherwise) or liabilities (contingent or otherwise) of Tryp and its subsidiaries, taken as a whole, except any such change, event, occurrence, effect, state of facts or circumstance arising out of, relating to or resulting directly or indirectly from:<br>(a) general conditions or developments in the psilocin drug industry and psychotherapy practice as a whole in Canada and the United States;<br>(b) any change, development or condition relating to global, national or regional political conditions (including the outbreak or escalation of war or acts of terrorism) or global financial, banking, currency exchange, interest rate, rates of inflation or capital markets;<br>(c) any adoption, proposal, implementation or change in Law or any interpretation of Law by any Governmental Entity;<br>(d) any change in IFRS applicable to the Company;<br>(e) any natural disaster (including those arising from or out |

of climatic or other natural events or conditions such as drought and other weather conditions);

(f) any epidemic, pandemic, disease outbreak (including COVID-19), other health crisis or public health event, including any worsening or re-occurrence thereof;

(g) the failure by Tryp to meet any internal, third party or public projections, forecasts, guidance or estimates of revenues or earnings or other financial or operating metrics (it being understood that the causes or facts underlying or contributing to any such failure may be taken into account in determining whether a Tryp Material Adverse Effect has occurred, to the extent not otherwise excepted by another clause of this definition);

(h) the announcement or disclosure of the Arrangement Agreement or the transactions contemplated hereby, including any loss of or change in the relationship with employees, partners, licensees, licensors, suppliers or other persons having business relationships with the Tryp or its subsidiaries related thereto as a result of such announcement or disclosure;

(i) any action taken (or omitted to be taken) by Tryp or its subsidiaries that is requested or consented to by Exopharm expressly in writing or expressly required by this Agreement; or

(j) any matter the full nature and extent of which has been expressly disclosed by Tryp in Section 1.1 of the Tryp Disclosure Letter (as defined in the Arrangement Agreement) or in the Tryp's public disclosure record;

(k) any change in the market price or trading volume of any securities of Tryp (it being understood that the causes or facts underlying or contributing to such change in market price or trading volume may be taken into account in determining whether a Tryp Material Adverse Effect has occurred, to the extent not otherwise excepted by another clause of this definition)

provided, however, that with respect to clauses (a) through to and including (g), such matter does not have a materially disproportionate effect on Tryp and its subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the industry in which Tryp and/or its subsidiaries operate, in which case the relevant exclusion from the definitions of "Tryp Material Adverse Effect" referred to in clauses (a) through and including (g) above will not be applicable.

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| "**Tryp Option Plan**" | means Tryp's incentive stock option plan, as amended from time to time. |
| "**Tryp Quoted Broker Warrants**" | means the outstanding quoted broker warrants to purchase Tryp Shares issued by Tryp to certain brokers pursuant to warrant certificates. |
| "**Tryp Required Approval**" | means the requisite approval for the Arrangement Resolution, which shall be not less than 66 2/3% of the votes cast by: (i) Tryp Shareholders present in person or represented by proxy at the Meeting voting together as a single class; and (ii) Tryp Securityholders present in person or represented by proxy at the Meeting voting together as a single class. |
| "**Tryp Securityholders**" | means the registered or beneficial holders of Tryp Shares and Tryp Convertible Securities, as the context requires |
| "**Tryp Shareholders**" | means the registered or beneficial holders of Tryp Shares, as the context requires. |
| "**Tryp Shares**" | means the common shares in the authorized share structure of Tryp. |
| "**Tryp Termination Fee**" | means $1,000,000. |
| "**Tryp Unquoted Broker Warrants**" | means the outstanding unquoted broker warrants to purchase Tryp Shares issued by Tryp to certain brokers pursuant to warrant certificates. |
| "**Tryp Voting Support Agreements**" | has the meaning ascribed to it under the heading "*Information Concerning the Arrangement– Support and Voting Agreements*". |
| "**Tryp Warrants**" | means, collectively, the Tryp Founder Warrants, Tryp Unquoted Broker Warrants and Tryp Quoted Broker Warrants. |
| "**U.S. Exchange Act**" | means the United States *Securities Exchange Act of 1934*, as amended and the rules and regulations promulgated thereunder. |
| "**U.S. Securities Act**" | means the United States *Securities Act of 1933*, as amended and the rules and regulations promulgated thereunder. |

## GENERAL PROXY INFORMATION

### Solicitation of Proxies

**This Circular and the accompanying forms of proxy are furnished in connection with the solicitation of proxies by management of the Company for use at the Meeting to be held on March 8, 2024, at the time and place and for the purposes set forth in the accompanying Notice of Meeting**. It is expected that the solicitation of proxies will be primarily made by mail and may be supplemented by telephone or other personal contact by the directors, officers and employees of the Company. Directors, officers and employees of the Company will not receive any extra compensation for such activities. The cost of solicitation by management will be borne by the Company and the Company may retain other persons as

it deems necessary to aid in the solicitation of proxies with respect to the Meeting. It is expected that this Circular, the accompanying Notice of Meeting, the forms of proxy and Letter of Transmittal(s) will first be made available to Tryp Securityholders on or about February 9, 2024.

**Appointment and Revocation of Proxies**

**The persons named in the enclosed forms of proxy are directors and officers of the Company. A Tryp Securityholder desiring to appoint some other person (who need not be an Tryp Securityholder) to represent the Tryp Securityholder at the Meeting and any postponement or adjournment thereof may do so either by inserting such person's name in the blank space provided in the applicable form of proxy or by completing another proper form of proxy and, in either case, depositing his or her duly executed form of proxy with the Company's Transfer Agent and Registrar, Computershare Investor Services Inc., by mail at 100 University Ave. 8th Floor, Toronto, ON M5J 2Y1 Attention: Proxy Department, or by facsimile to (416) 263-9524 or 1-866-249-7775 not later than 10:00 a.m. (Vancouver Time) on March 6, 2024 or, if the Meeting is postponed or adjourned, 48 hours (excluding Saturdays, Sundays and holidays) before any postponement or adjournment of the Meeting. A Tryp Securityholder may also vote by telephone or via the internet by following the instructions on the applicable form of proxy. A Tryp Securityholder voting by telephone or via the internet shall not complete or return the proxy form by mail.**

**Registered Tryp Shareholders are asked to complete the form of proxy printed on green paper, registered holders of Tryp Employee Options are asked to complete the form of proxy printed on pink paper and registered holders of Tryp Warrants are asked to complete the form of proxy printed on yellow paper. If you hold more than one type of Affected Security, you will need to complete the applicable form of proxy for each of the different types of Affected Securities held by you.**

In addition to revocation in any other manner permitted by law, a proxy may be revoked by an instrument in writing executed by the Tryp Securityholder or by his or her attorney authorized in writing deposited either at the registered office of the Company at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof, at which the proxy is to be used or with the Chairman of the Meeting on the day of the Meeting, or adjournment thereof, and upon either of such deposits, the proxy is revoked. If you revoke your proxy and do not replace it with another that is deposited with the Company before the deadline, then you can still vote your Affected Securities, but to do so, you must attend the Meeting in person.

**Exercise of Discretion by Proxies**

The person named in the enclosed forms of proxy will vote or withhold from voting in respect of the Affected Securities in respect of which he or she is appointed in accordance with the direction of the appointing Tryp Securityholder. If the Tryp Securityholder specifies a choice with respect to any matter to be acted upon, the Affected Securities will be voted accordingly.

Affected Securities held or represented by proxy by persons present at the Meeting in respect of which the Tryp Securityholder or proxy holder does not vote with respect to any resolution are counted for purposes of establishing a quorum. When a beneficial owner holds Affected Securities through an intermediary (an "**Intermediary**"), such as a bank, trust company, securities dealer or broker and trustee or administrator of self-administered registered retirement savings plans, registered retirement income funds, registered education savings plans and similar plans, the beneficial owner is considered to be a

non-registered holder (a "**Non-Registered Holder**") who holds their Affected Securities in "street name". When a Non-Registered Holder does not provide the Intermediary with voting instructions as to any matter on which the Intermediary is not permitted to exercise its discretion and without specific instruction, a "broker non-vote" occurs, in which case the Intermediary informs the scrutineer of the Meeting that it does not have the authority to vote on the matter with respect to those Affected Securities. Broker non-votes will be counted for purposes of establishing a quorum. If a quorum is present, broker non-votes will not be counted as votes in favor of such matter and also will not be counted as Affected Securities voting on such matter. Absent instructions from the beneficial owner of Affected Securities, an Intermediary is not entitled to vote shares held for a beneficial owner on certain matters that are considered "non-routine". All matters to be decided at the Meeting other than the appointment of directors and the appointment of auditors are considered non-routine matters. Accordingly, Tryp Securityholders holding Affected Securities in street name must arrange to exercise their voting rights if such Tryp Securityholders want their votes to count on the Arrangement Resolution, the Delisting Resolution and the Option Plan Resolution. Tryp Shareholders must arrange to exercise their voting rights if such Tryp Shareholders want their votes to count on all matters to be decided at the Meeting.

The enclosed forms of proxy confer discretionary authority upon the person named therein with respect to the matters identified in the Notice of Meeting, as well as with respect to any amendments, variations or other matters which may properly come before the Meeting. As of the date hereof, management of the Company knows of no such amendments, variations or other matters to come before the Meeting. However, if any such amendment, variation or other matter properly comes before the Meeting, the enclosed forms of proxy, when properly completed and delivered and not revoked, will confer discretionary authority upon the person named therein to vote on such other business in accordance with his or her best judgment, subject to any limitations imposed by applicable Law.

A form of proxy must be signed by the Tryp Securityholder or the duly appointed attorney thereof authorized in writing or, if the Tryp Securityholder is a corporation, by an authorized officer of such corporation. A form of proxy signed by the person acting as attorney of the Tryp Securityholder or in some other representative capacity, including an officer of a corporation which is a Tryp Securityholder, should indicate the capacity in which such person is signing. A Tryp Securityholder or his or her attorney may sign the form of proxy or a power of attorney authorizing the creation of a proxy by electronic signature provided that the means of electronic signature permits a reliable determination that the document was created or communicated by or on behalf of such Tryp Securityholder or by or on behalf of his or her attorney, as the case may be.

**Non-Registered Holders**

Only Registered Tryp Securityholders or the person they appoint as their proxy are entitled to attend and vote at the Meeting. The Affected Securities beneficially owned by a Non-Registered Holder are registered either: (i) in the name of an Intermediary with whom the Non-Registered Holder deals in respect of the Affected Securities; or (ii) in the name of a clearing agency (such as CDS & Co.) of which the Intermediary is a participant. In accordance with the requirements of NI 54-101, the Company will have distributed copies of the Notice of Meeting, this Circular and the forms of proxy (collectively, the "**meeting materials**") to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders. The Company will pay for Intermediaries to forward objecting beneficial owners under NI 54-101 the proxy-related materials and Form 54- 101F7 – Request for Voting Instructions Made by Intermediary.

Non-Registered Holders who have not waived the right to receive meeting materials will receive either a voting instruction form or, less frequently, a form of proxy. The purpose of these forms is to permit Non-Registered Holders to direct the voting of the Affected Securities they beneficially own. Non-Registered Holders should follow the procedures set out below, depending on which type of form they receive.

1. **Voting Instruction Form**. In most cases, a Non-Registered Holder will receive, as part of the meeting materials, a voting instruction form. If the Non-Registered Holder does not wish to attend and vote at the Meeting in person (or have another person attend and vote on the Non-Registered Holder's behalf), the voting instruction form must be completed, signed and returned in accordance with the directions on the form. Voting instruction forms in some cases permit the completion of the voting instruction form by telephone or through the internet. If a Non-Registered Holder wishes to attend and vote at the Meeting in person (or have another person attend and vote on the Non-Registered Holder's behalf), the Non-Registered Holder must complete, sign and return the voting instruction form in accordance with the directions provided and a form of proxy giving the right to attend and vote will be forwarded to the Non-Registered Holder.

2. **Form of Proxy**. Less frequently, a Non-Registered Holder will receive, as part of the meeting materials, a form of proxy that has already been signed by the Intermediary (typically by a facsimile, stamped signature) which is restricted as to the number of Affected Securities beneficially owned by the Non-Registered Holder but which is otherwise uncompleted. If the Non-Registered Holder wishes to vote but does not wish to attend and vote at the Meeting in person (or have another person attend and vote on the Non-Registered Holder's behalf), the Non-Registered Holder must complete the applicable form of proxy and deposit it with the Corporate Secretary of the Company c/o Computershare Investor Services Inc., Attention: Proxy Department, 100 University Ave. 8th Floor, Toronto, ON M5J 2Y1, or by facsimile to (416) 263-9524 or 1(866) 249-7775 or vote by telephone or internet as described above. If a Non-Registered Holder wishes to attend and vote at the Meeting in person (or have another person attend and vote on the Non-Registered Holder's behalf), the Non-Registered Holder must strike out the names of the persons named in the proxy and insert the Non-Registered Holder's (or such other person's) name in the blank space provided.

Non-Registered Holders should follow the instructions on the forms they receive and contact their Intermediaries promptly if they need assistance.

**Voting Shares and Principal Holders Thereof**

The authorized capital of Tryp consists of an unlimited number of Tryp Shares. As of the Record Date, there were 96,419,347 Tryp Shares issued and outstanding, with each share carrying the right to one vote. To the knowledge of the directors and executive officers of Tryp, as of the Record Date no persons beneficially own, directly or indirectly, or exercise control or direction over, 10% or more of the votes attached to Tryp Shares, except William J. Garner, who beneficially owns 38,420,000 Tryp Shares representing approximately 39.85% of the outstanding Tryp Shares.

## INFORMATION CONCERNING THE MEETING

### General Information

Tryp is delivering this Circular in connection with the solicitation of proxies for use at the Meeting of Tryp Securityholders to be held at First Canadian Place, 100 King Street West, Suite 1600, Toronto, Ontario beginning at 10:00 a.m. (Eastern time) on March 8, 2024. **We encourage you to vote in advance of the Meeting by proxy.**

The Meeting has been called for the purpose of considering annual and special business. The special business includes, among other things, the approval of the Arrangement Resolution attached hereto as Appendix "A" which, if passed, and if the Plan of Arrangement is completed, will result in, among other things, the acquisition by Exopharm of all of the issued and outstanding Tryp Shares. The proposed acquisition of Tryp by Exopharm will be completed by way of the Plan of Arrangement under the terms of the Arrangement Agreement as further described herein.

Additional disclosure regarding Tryp, including disclosure regarding executive and director compensation, corporate governance disclosure and audit committee disclosure, can be found at Appendix "F" – *Additional Information Concerning Tryp* attached to this Circular.

### Receipt of the Tryp Audited Financial Statements

The audited financial statements of Tryp for the years ended August 31, 2023 and 2022, together with the auditors' report thereon, will be placed before Tryp Shareholders at the Meeting. No formal action will be taken at the Meeting to approve the financial statements.

### Election of Directors of Tryp

Tryp has nominated the following four individuals listed below for election to the Tryp Board at the Meeting: **P. Gage Jull, Peter Molloy, Jason Carroll and Chris Ntoumenopoulos**.

Each director will hold office until the next annual meeting of Tryp Shareholders or until the successor of such director is elected or appointed, unless such office is earlier vacated. Voting on the election of Tryp directors will be conducted on an individual and not a slate basis. Unless otherwise directed, the person(s) named in the form of Proxy accompanying this Circular intend to vote "FOR" the election of the nominees whose names are set forth above. Management does not contemplate that any of the nominees listed above will be unable to serve as a director of Tryp, but if that should occur for any reason prior to the Meeting, the Tryp Shares represented by properly executed proxies given in favour of such nominee(s) may be voted by the person(s) named in the enclosed form of Proxy, in their discretion, in favour of another nominee.

See also "*Appendix "F" – Additional Information Concerning Tryp.*"

### Appointment of Auditors

Smythe LLP are the current auditors of Tryp and were first appointed on May 21, 2020. At the Meeting, holders of Tryp Shares will be requested to appoint Smyth LLP as auditors of Tryp to hold office until the

next annual meeting of Tryp Shareholders or until a successor is appointed, and to authorize the Tryp Board to fix the auditor's remuneration.

**Approval of Amended Stock Option Plan**

On October 26, 2023, the Tryp Board approved and adopted an amended and restated stock option plan (the "**Amended Option Plan**") that increases the number of Tryp Shares available for issuance under the plan. At the Meeting, Tryp Shareholders will be asked to consider and, if deemed appropriate, approve an ordinary resolution (the "**Option Plan Resolution**") ratifying and adopting the Amended Option Plan. Under the prior Tryp Option Plan, the number of Tryp Shares which were set aside for issuance under the exercise of Tryp Employee Options was equal to 15% of the number of Tryp Shares issued and outstanding from time to time, plus Tryp Shares issuable upon the exercise of the Special Consultant Options (as defined in the Tryp Option Plan) and subject to increase or decrease by reason of re-organization, plan of arrangement, merger, re-capitalization, re-classification, stock dividend, subdivision or consolidation or as otherwise may be permitted by applicable law or relevant stock exchange rules. The Amended Option Plan maintains the maximum number of Tryp Shares which are set aside for issuance under the rolling portion of the Tryp Option Plan at 15% of the number of Tryp Shares issued and outstanding from time to time; however, the Amended Option Plan increases the number of Tryp Shares set aside for issuance upon the exercise of Special Consultant Options from 5,089,684 (net of 180,000 Special Consultant Options exercised) to 12,803,232. The major features of the Amended Option Plan are summarized in Appendix "F". The summary of the Amended Option Plan is qualified in it is entirety by reference to the full text of the Amended Option Plan, a copy of which is attached to this Circular as Schedule "2" to Appendix "F".

To be effective, the Option Plan Resolution requires the affirmative vote of not less than a majority of the votes cast by Tryp Shareholders present in person or represented by proxy and entitled to vote at the Meeting. The text of the Option Plan Resolution to be considered at the Meeting will be substantially as follows:

"**BE IT RESOLVED THAT:**

1. Tryp Therapeutics Inc.'s (the "**Company**") amended and restated stock option plan (the "**Amended Option Plan**") substantially in the form set forth in the Company's management information circular dated January 26, 2024 (the "**Circular**"), with such amendments as the board of directors of the Company may authorize and approve from time to time, be and is hereby ratified and approved and the Amended Option Plan be and is hereby adopted as the stock option plan of the Company;

2. the Company is authorized to grant stock options, subject to the terms and conditions of the Amended Option Plan, entitling recipients of such grants to purchase or otherwise receive up to such number of common shares of the Company as is equal to 15% of the total of the number of common shares outstanding, plus the Special Consultant Options, plus the maximum number of common shares that might possibly be issued under outstanding options, as calculated at the time of grant;

3. all issued and outstanding stock options previously granted by the Company shall be continued under and governed by the Amended Option Plan;

4. if the Company is listed on the CSE at such time, the Company must seek shareholder re-approval of the Amended Option Plan no later than March 8, 2027 and, if it fails to obtain such shareholder approval, no stock option shall be granted until the shareholders reapprove the Amended Option Plan or an amended version or a replacement of the same;

5. the shareholders of the Company hereby expressly authorize the board of directors to revoke this resolution before it is acted upon without requiring further approval of the shareholders in that regard; and

6. any director or officer of the Company be and he or she is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents and to do all such other acts or things as he or she may determine to be necessary or advisable to give effect to this resolution, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination."

**The Tryp Board recommends that shareholders vote in favour of the Option Plan Resolution as set out above. Unless otherwise directed, the persons named in the form of Proxy accompanying this Circular intend to vote "FOR" the Option Plan Resolution.**

**Approval of the Arrangement Resolution Regarding the Arrangement**

At the Meeting, Tryp Securityholders will be asked to consider, pursuant to the Interim Order and, if deemed appropriate, pass, with or without variation, the Arrangement Resolution to authorize and approve the Arrangement. Pursuant to the Interim Order, the Arrangement Resolution must be approved by not less than $66^{2/3}$% of the votes cast by the Tryp Shareholders present in person or represented by proxy at the Meeting and $66^{2/3}$% of votes cast by Tryp Securityholders present in person or represented by proxy at the Meeting, voting together as a single class. The Arrangement is not a "business combination" under MI 61-101. As such, Tryp is not required to seek "minority approval" of the Arrangement by Tryp Shareholders under MI 61-101. No other shareholder approvals are required by the CSE.

See "*Information Concerning the Arrangement – Securities Laws and Considerations*".

**THE SPECIAL COMMITTEE HAS, AFTER CONSULTATION WITH ITS ADVISORS, DETERMINED THAT THE CONSIDERATION TO BE RECEIVED BY THE TRYP SHAREHOLDERS IS FAIR, FROM A FINANCIAL POINT OF VIEW, AND THAT THE ARRANGEMENT IS IN THE BEST INTERESTS OF TRYP AND THE TRYP BOARD UNANIMOUSLY APPROVED THE ARRANGEMENT AND THE ARRANGEMENT AGREEMENT AND RECOMMENDS THAT THE TRYP SECURITYHOLDERS VOTE THEIR TRYP SECURITIES IN FAVOUR OF THE ARRANGEMENT RESOLUTION.**

**Unless otherwise directed, the persons named in the forms of Proxy accompanying this Circular intend to vote "FOR" the Arrangement Resolution.**

See "*Information Concerning the Arrangement*" for further details regarding the Arrangement and the Arrangement Agreement. The text of the Arrangement Resolution is attached hereto as Appendix "A" and a copy of the Plan of Arrangement is attached hereto as Appendix "B". A description of a Tryp Shareholder's right of dissent in respect of the Arrangement Resolution and the Arrangement is included under the heading "*Rights of Dissenting Shareholders*".

**Approval of Delisting from the Canadian Securities Exchange**

Conditional upon the completion of the Arrangement, Tryp intends to voluntary delist the Tryp Shares from the CSE (the "**Delisting**"). At the Meeting, Tryp Shareholders will be asked to consider, and if deemed appropriate, to pass, with or without variation, an ordinary resolution (the "**Delisting Resolution**") authorizing Tryp to voluntarily delist the Tryp Shares from the CSE. Completion of the Delisting is subject to the acceptance of the CSE and there is no guarantee that the CSE will approve the Delisting. In order to pass the Delisting Resolution, a simple majority of votes cast at the Meeting in person or by proxy must be voted in favour of the Delisting Resolution. The text of the Delisting Resolution to be voted on at the Meeting by Tryp Shareholders is set forth below:

"**BE IT RESOLVED THAT:**

1. conditional upon the completion of the plan of arrangement contemplated in the arrangement agreement dated December 8, 2023 as amended on January 25, 2024 between Tryp Therapeutics Inc. (the "**Company**") and Exopharm Limited ACN 163 765 991, the Company is hereby authorized to voluntarily delist its securities from the Canadian Securities Exchange (the "**CSE**");

2. notwithstanding that this resolution has been duly passed by the shareholders of the Company, the directors of the Company be, and they are hereby authorized and empowered to revoke this resolution and to determine not to proceed with the delisting of the Company's common shares from the CSE without further approval of the shareholders of the Company; and

3. any director or officer of the Company be and he or she is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents and to do all such other acts or things as he or she may determine to be necessary or advisable to give effect to this resolution, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination."

**The Tryp Board recommends that shareholders vote in favour of the Delisting Resolution as set out above. Unless otherwise directed, the persons named in the form of Proxy accompanying this Circular intend to vote "FOR" the Delisting Resolution**.

**Additional Business**

At the Meeting, Tryp Shareholders will also transact such further or other business as may properly come before the Meeting or any adjournments or postponements thereof. At the time of printing this Circular, the management of Tryp is not aware that any such amendments, variations or other matters are to be presented for action at the Meeting. However, the instrument of Proxy enclosed, when properly signed, confers discretionary authority on the proxyholder with respect to amendments or variations to the matters which may properly be brought before the Meeting or any postponement or adjournment thereof. If any other matters which are not now known to the management should properly come before the Meeting, the proxies hereby solicited will be voted on such matters in accordance with the best judgment of the proxyholder.

## INFORMATION CONCERNING THE ARRANGEMENT

On December 8, 2023, Tryp and Exopharm entered into the Arrangement Agreement as amended on

January 25, 2024 pursuant to which Exopharm will, among other things, acquire all outstanding Tryp Shares in exchange for Exopharm Shares pursuant to the Plan of Arrangement. Upon completion of the Arrangement, Tryp will become a wholly-owned subsidiary of Exopharm.

The following summarizes, among other things, the principal elements of the Arrangement and the material terms of the Arrangement Agreement. A copy of the Arrangement Agreement can be found under Tryp's profile on the SEDAR+ website at www.sedarplus.ca. Tryp Shareholders are urged to read the Arrangement Agreement in its entirety for a more complete description of the transactions contemplated therein, including the Arrangement and the description contained herein is qualified in its entirety by reference to the full text of the Arrangement Agreement.

**Background to the Arrangement**

The Arrangement Agreement is the result of arm's length negotiations among representatives and outside legal counsel of each of Tryp and Exopharm. The following is a summary of the background and execution by the parties of the Arrangement Agreement.

- On May 26, 2023 Tryp entered into a confidentiality agreement with Exopharm, after which the parties began discussing potential strategic transactions involving Tryp and Exopharm.

- On June 23, 2023, the Tryp Board met and discussed a potential transaction with Exopharm. The Board considered a variety of matters including regulatory and financing requirements, risk profile, timing and cost considerations and transaction structures.

- On July 28, 2023, the Tryp Board established the Special Committee and approved its mandate, which included broad ability to negotiate or supervise the negotiation of the transaction with Exopharm, consider alternative transactions, make recommendations with respect to potential transactions with Exopharm, engage its own legal, financial and other advisors and obtain such opinions with respect to the potential transaction with Exopharm as it deems necessary in the circumstances.

- On August 13, 2023, Tryp and Exopharm entered into a non-binding letter of intent (the "**Letter of Intent**") with respect to the Arrangement.

- On August 24, 2023, Tryp entered into an engagement agreement with Alto Capital pursuant to which Alto Capital agreed, among other things, to act as Tryp's corporate advisor with respect to the Arrangement.

- During the period from signing the Letter of Intent until December 8, 2023, Tryp, Exopharm and their respective advisors and legal counsel worked to complete due diligence and prepare binding agreements for the Arrangement Agreement.

- On October 25, 2023, the Special Committee delivered a report to the Tryp Board indicating that, based on work completed by the Special Committee to that date, the Arrangement was fair and reasonable to the Tryp Shareholders from a financial perspective.

- On December 4, 2023, after careful consideration and review of the draft Arrangement Agreement, including consultation with advisors, the Special Committee resolved that the

consideration to be received by Tryp Shareholders under the Arrangement was fair to the Tryp Shareholders, from a financial point of view, and that the Arrangement was in the best interests of Tryp and recommended to the Tryp Board that the Arrangement be approved.

- On December 4, 2023, after careful consideration and review of the draft Arrangement Agreement, including consultation with advisors and upon receipt of the recommendation of the Special Committee, the Tryp Board unanimously resolved to approve the Arrangement and the entering into of the Arrangement Agreement and to recommend to the Tryp Securityholders to vote their Tryp Securities in favour of the Arrangement Resolution.

- Between December 4, 2023 and December 8, 2023, the Parties finalized the terms of the Arrangement Agreement and entered into it on the evening of December 8, 2023 and a press release announcing the signing of the Arrangement Agreement was disseminated the next trading day.

- On January 25, 2024, Tryp and Exopharm entered into an amending agreement, amending the terms of the Arrangement Agreement to reflect, among other things, a change in the consolidation ratio for the Exopharm Consolidation to comply with ASX requirements and a corresponding change to the Exchange Ratio. The Tryp Board determined that the amendments would not have a materially adverse consequence for Tryp Securityholders.

- On January 26, 2024, the Tryp Board approved this Circular, the date for the Meeting, other matters related to the Meeting and unanimously reconfirmed their approval of the Arrangement Agreement and recommendation that Tryp Securityholders vote their Tryp Securities in favour of the Arrangement Resolution.

**Principal Steps of the Arrangement**

Under the Plan of Arrangement, commencing at the Effective Time, each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality, in each case, effective as at two-minute intervals starting at the Effective Time, except as indicated otherwise:

a) Each Tryp Share outstanding immediately prior to the Effective Time held by a Dissenting Shareholder in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred (free and clear of all liens), without any further act or formality by or on behalf of any Dissenting Shareholder, to Tryp for cancellation and such Dissenting Shareholder will cease to have any rights as a holder of Tryp Shares other than a claim to be paid the fair value of such Tryp Share by Tryp in accordance with the Plan of Arrangement.

b) Each Tryp Share outstanding immediately prior to the Effective Time (other than a Tryp Share held by a Dissenting Shareholder in respect of which Dissent Rights have been validly exercised) shall, without any further action by or on behalf of such Tryp Shareholder, be deemed to be assigned and transferred by the holder thereof to Exopharm solely in exchange for the issuance by Exopharm to the holder thereof of the Consideration.

c) Notwithstanding the terms of the Tryp Option Plan or any agreements or other arrangements relating to the Tryp Employee Options, each Tryp Employee Option outstanding immediately prior

to the Effective Time, whether vested or unvested, shall be transferred to Exopharm in exchange for a Replacement Employee Option to purchase from Exopharm such number of Exopharm Shares (rounded down to the nearest whole number) equal to: (A) the Exchange Ratio, multiplied by (B) the number of Tryp Shares subject to such Tryp Employee Option immediately prior to the Effective Time, at an exercise price per Tryp Share (rounded up to the nearest whole cent) equal to (X) the exercise price per Tryp Share otherwise purchasable pursuant to such Tryp Employee Option immediately prior to the Effective Time, divided by (Y) the Exchange Ratio, subject to further adjustments in accordance with Section 2.12 of the Arrangement Agreement and the applicable rules of the ASX. All other terms and conditions of the Replacement Employee Options will be the same as the Tryp Employee Options so exchanged, subject to the applicable rules of the ASX, and any document evidencing a Tryp Employee Option shall thereafter evidence and be deemed to evidence such Replacement Employee Option.

d) Notwithstanding the terms of the Tryp Founder Warrants, the Tryp Quoted Broker Warrants or the Tryp Unquoted Broker Warrants or any agreements or other arrangements relating to the Tryp Founder Warrants, the Tryp Quoted Broker Warrants or the Tryp Unquoted Broker Warrants, as applicable:

    i. each Tryp Founder Warrant outstanding immediately prior to the Effective Time shall be transferred to Exopharm in exchange for a Replacement Founder Option to purchase from Exopharm such number of Exopharm Shares (rounded down to the nearest whole number) equal to: (i) the Exchange Ratio, multiplied by (ii) the number of Tryp Shares subject to such Tryp Founder Warrant immediately prior to the Effective Time, at an exercise price per Exopharm Share (rounded up to the nearest whole cent) equal to (A) the exercise price per Tryp Share otherwise purchasable pursuant to such Tryp Founder Warrant immediately prior to the Effective Time, divided by (B) the Exchange Ratio, subject to further adjustments in accordance with Section 2.12 of the Arrangement Agreement and the applicable rules of the ASX. All other terms and conditions of the Replacement Founder Options will be the same as the Tryp Founder Warrant so exchanged, subject to the applicable rules of the ASX, and any document evidencing a Tryp Founder Warrant shall thereafter evidence and be deemed to evidence such Replacement Founder Option;

    ii. each Tryp Quoted Broker Warrant outstanding immediately prior to the Effective Time shall be transferred to Exopharm in exchange for a Replacement Quoted Broker Option to purchase from Exopharm such number of Exopharm Shares (rounded down to the nearest whole number) equal to: (i) the Exchange Ratio, multiplied by (ii) the number of Tryp Shares subject to such Tryp Quoted Broker Warrant immediately prior to the Effective Time, at an exercise price per Exopharm Share (rounded up to the nearest whole cent) equal to (A) the exercise price per Tryp Share otherwise purchasable pursuant to such Tryp Quoted Broker Warrant immediately prior to the Effective Time, divided by (B) the Exchange Ratio, subject to further adjustments in accordance with Section 2.12 of the Arrangement Agreement and the applicable rules of the ASX**.** All other terms and conditions of the Replacement Quoted Broker Options will be the same as the Tryp Quoted Broker Warrant so exchanged subject to the applicable rules of the ASX, and any document evidencing a Tryp Quoted Broker Warrant shall thereafter evidence and be deemed to evidence such Replacement Quoted Broker Option; and

iii. each Tryp Unquoted Broker Warrant outstanding immediately prior to the Effective Time shall be transferred to Exopharm in exchange for a Replacement Unquoted Broker Option to purchase from the Purchaser such number of Exopharm Shares (rounded down to the nearest whole number) equal to: (i) the Exchange Ratio, multiplied by (ii) the number of Tryp Shares subject to such Tryp Unquoted Broker Warrant immediately prior to the Effective Time, at an exercise price per Exopharm Share (rounded up to the nearest whole cent) equal to (A) the exercise price per Tryp Share otherwise purchasable pursuant to such Tryp Unquoted Broker Warrant immediately prior to the Effective Time, divided by (B) the Exchange Ratio, subject to further adjustments in accordance with Section 2.12 of the Arrangement Agreement and the applicable rules of the ASX. All other terms and conditions of the Replacement Unquoted Broker Options will be the same as the Tryp Unquoted Broker Warrant so exchanged, subject to the applicable rules of the ASX, and any document evidencing a Tryp Unquoted Broker Warrant shall thereafter evidence and be deemed to evidence such Replacement Unquoted Broker Option.

e) Each Tryp Convertible Debenture outstanding immediately prior to the Effective Time shall adjust in accordance with the terms and conditions thereof.

f) Each Tryp Convertible Note outstanding immediately prior to the Effective Time shall adjust in accordance with the terms and conditions thereof.

g) Each Tryp Lead Manager Warrant outstanding immediately prior to the Effective Time shall adjust in accordance with the terms and conditions thereof.

No Tryp Shareholder will receive fractional Exopharm Shares under the Plan of Arrangement and no cash will be paid in lieu thereof. Any fractions resulting from the Plan of Arrangement will be rounded down to the nearest whole number.

The rights of creditors against the property and interests of Tryp will be unimpaired by the Arrangement.

See Appendix "B" of this Circular for a copy of the Plan of Arrangement.

**Effect of the Arrangement**

Upon the completion of the Arrangement, it is expected that:

a) Exopharm will have acquired all of the issued and outstanding Tryp Shares, other than those Tryp Shares held by Dissenting Shareholders who have validly exercised their Dissent Rights, on the basis of 3.616 Exopharm Shares for each Tryp Share held;

b) any Dissenting Shareholder who validly exercises Dissent Rights will have transferred their Tryp Shares to Tryp for the consideration determined in accordance with the Dissent Rights as set out under the heading "*Rights of Dissenting Shareholder*";

c) each Tryp Employee Option will be transferred to Exopharm in exchange for a Replacement Employee Options having substantially the same economic terms;

d) each Tryp Founder Warrant will be transferred to Exopharm in exchange for a Replacement Founder Option having substantially the same economic terms;

e) each Tryp Quoted Broker Warrant will be transferred to Exopharm in exchange for a Replacement Quoted Broker Option having substantially the same economic terms;

f) each Tryp Unquoted Broker Warrant will be transferred to Exopharm in exchange for a Replacement Unquoted Broker Option having substantially the same economic terms;

g) each Tryp Convertible Debenture, Tryp Convertible Note and Tryp Lead Manager Warrant shall adjust in accordance with the terms of such securities;

h) assuming from the Record Date to the completion of the Plan of Arrangement that no additional shares are issued by any of the Parties other than pursuant to the Arrangement, then:

    i. assuming that Exopharm completes the Exopharm Capital Raise, raising the minimum AUD$6,000,000 (before costs):

        A. there will be an aggregate of approximately 1,113,921,584 Exopharm Shares issued and outstanding; and

        B. current holders of Tryp securities will hold an aggregate of approximately 638,152,358 Exopharm Shares, representing approximately 57.29% of the then issued and outstanding Exopharm Shares; and

    ii. assuming that Exopharm completes the Exopharm Capital Raise, raising the maximum AUD$6,500,000 (before costs):

        A. there will be an aggregate of approximately 1,138,921,584 Exopharm Shares issued and outstanding; and

        B. current holders of Tryp securities will hold an aggregate of approximately 638,152,358 Exopharm Shares, representing approximately 56.03% of the then issued and outstanding Exopharm Shares.

As a result of the Arrangement, current Tryp Shareholders will receive Exopharm Shares. See "*Additional Information Concerning Exopharm After the Arrangement – Description of Capital Structure*" in Appendix "G" to this Circular for further information regarding the rights attached to the Exopharm Shares. After completion of the Arrangement, Exopharm expects to continue to be listed on the ASX.

Upon completion of the Arrangement, certain Exopharm Shares and Exopharm Options will be classified by the ASX (in its absolute discretion) as restricted securities and will be required to be held in escrow for up to 24 months. During the period in which these securities are prohibited from being transferred, trading in Exopharm Shares may be less liquid which may impact on the ability of a shareholder to dispose of their Exopharm Shares in a timely manner.

The Exopharm securities currently anticipated to be subject to escrow are:

- the Tryp Lead Manager Options which are likely to be subject to escrow for a period of up to 24 months from the Reinstatement Date;

- Exopharm Options issued pursuant to the conversion of Tryp Convertible Notes and Tryp Convertible Debentures are likely to be subject to escrow for a period of up to 12 months from the Reinstatement Date with respect to Exopharm Options issued to unrelated parties and up to 24 months with respect to Exopharm Options issued to related parties, promoters, or associates of any related parties or promoters; and

- the Consideration Shares issued to Tryp Shareholders who either:
    - were issued Tryp Shares within the period 12 months prior to the date of issue of the Consideration Shares; or
    - that were issued to directors and founders of Tryp and their affiliates for either non-cash consideration or at a price which has an effective price (on a post-Arrangement basis) of less than the price per Exopharm Share under the Exopharm Capital Raise.

In addition to the above, the ASX may impose escrow restrictions for the Replacement Quoted Broker Options, Replacement Unquoted Broker Options, Replacement Founder Options and the Replacement Employee Options for a period of up to 12 months from the Reinstatement Date with respect to Replacement Quoted Broker Options, Replacement Unquoted Broker Options and Replacement Employee Options issued to unrelated parties and non-promoters, and up to 24 months with respect to Replacement Quoted Broker Options, Replacement Unquoted Broker Options, Replacement Founder Options and Replacement Employee Options issued to related parties, promoters, or associates of any related parties or promoters. Exopharm Shares offered under the Exopharm Capital Raise will not be subject to any escrow restrictions.

**Reasons for the Arrangement**

The acquisition of Tryp by Exopharm pursuant to the Arrangement Agreement was the result of arm's length negotiations between the parties. In reaching its conclusions and formulating its recommendation that Tryp Securityholders vote **FOR** the Arrangement Resolution, the Tryp Board reviewed and considered a significant amount of information and considered a number of factors relating to the Arrangement with the benefit of advice from the Special Committee, Tryp's outside legal counsel and input from Tryp's senior management team. The Special Committee and the Tryp Board did not find it practicable to, and therefore did not, quantify or otherwise attempt to assign any relative weight to each specific factor or item of information considered in reaching their conclusions and recommendations. In negotiating the terms of the Arrangement, the Tryp Board considered various factors including the respective market value of Tryp Shares and Exopharm Shares and various measures of assets, liabilities, contingent liabilities and risks as applicable to each of Tryp and Exopharm. **The following is a summary of the principal reasons for the recommendation of the Special Committee and the Tryp Board that Tryp Shareholders vote FOR the Arrangement Resolution:**

a) *Premium to Market*. On December 8, 2023, the date the Arrangement Agreement was entered into, the consideration to be received by Tryp Shareholders represented a 78% premium to the closing price of the Tryp Shares and a 112% premium to the 20-day volume weighted price of the Tryp Shares.

b) *Enhanced Scale and Access to Capital*: If the Arrangement is completed, the Combined Company will benefit from enhanced capital markets presence and a broader shareholder group, with strengthened access to growth capital.

c) *Sufficient funding:* As part of the conditions to the Arrangement Agreement, Exopharm must raise a minimum of AUD $6,000,000 (before costs) via a public offer of Exopharm Shares which will provide the Combined Company with sufficient funds to support its strategy following the completion of the Arrangement.

d) *More Recent Review of Alternatives.* Since January 2023, Tryp has pursued and engaged with a number of parties that it believed would reasonably be expected to have an interest in financing, acquiring, being acquired by, or combining with, Tryp. Prior to entering into the Arrangement Agreement, the Special Committee and the Tryp Board considered these parties and determined that it was unlikely any of those parties would be interested in making a proposal that could be superior to a potential transaction with Exopharm.

e) *Review of Alternative of Not Pursuing a Transaction*. The Special Committee and the Tryp Board also considered whether Tryp pursuing its standalone business strategy would be preferable to the Arrangement Agreement. The Special Committee and the Tryp Board were concerned that pursuing its standalone business strategy would provide limited opportunities for growth in an increasingly competitive marketplace. The Special Committee and the Tryp Board concluded that the proposed transaction with Exopharm provided greater opportunities for Tryp and, in turn, greater value to Tryp Shareholders.

f) *Support of Tryp Directors, Officers and Shareholders.* All of the directors and officers of Tryp entered into the Tryp Voting Support Agreements in which they each agreed, subject to the terms of their respective Tryp Voting Support Agreements, to vote their Affected Securities in favour of the Arrangement Resolution. Such Tryp Securityholders own or exercise control or direction over an aggregate of: (i) 6,663,829 Tryp Shares or approximately 6.91% of the issued and outstanding Tryp Shares; (ii) 20,533,232 Tryp Employee Options or approximately 85.79% of the outstanding Tryp Employee Options, (iii) 3,845,072 Tryp Warrants or approximately 19.04% of the outstanding Tryp Warrants.

g) *Superior Proposal*. Under the Arrangement Agreement, the Tryp Board remains able to respond to unsolicited Acquisition Proposals that would reasonably be expected to lead to a Superior Proposal, and that the termination payment payable to Exopharm in connection with a termination of the Arrangement Agreement is reasonable in the circumstances and not preclusive of other offers.

In its review of the proposed terms of the Arrangement, the Special Committee and the Tryp Board also considered a number of elements of the transaction that provided protection to the Tryp Shareholders:

a) The Arrangement must be approved by not less than two-thirds of the votes cast by the Tryp Shareholders and the Tryp Securityholders present in person or represented by proxy at the Meeting, voting as separate classes.

b) The Arrangement will only become effective if, after hearing from all interested persons who choose to appear before it, the Court determines that the Arrangement is fair and reasonable to the Tryp Shareholders.

c) Tryp Shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise their rights of dissent and receive the fair value of their Tryp Shares in accordance with the Plan of Arrangement.

d) The Special Committee was comprised of an independent director of Tryp.

In the course of its deliberations, the Special Committee and the Tryp Board also considered a variety of risks, uncertainties and other potentially countervailing factors, including but not limited to the following (which are not necessarily presented in order of relative importance):

a) If the Arrangement is not consummated or is delayed, it could have an adverse effect on Tryp's business and share price.

b) Tryp's Securityholders may not approve the Arrangement.

c) There can be no assurance that the conditions in the Arrangement Agreement to Tryp's and Exopharm's obligations to complete the Arrangement will be satisfied and, as a result, the Arrangement may not be consummated.

d) Substantial time, effort and transaction costs are associated with entering the Arrangement Agreement and completing the Arrangement, which could disrupt the operation of Tryp's business.

e) The Arrangement Agreement contains restrictions on the conduct of Tryp's business prior to the completion of the Arrangement which could delay or prevent Tryp from undertaking business opportunities, including Tryp's ability to solicit Acquisition Proposals from third parties, that may arise pending the completion of the Arrangement.

f) The possibility that the Combined Company will not realize all of the anticipated strategic and other benefits of the Arrangement, including as a result of the challenges of combining the businesses, operations and workforces of each of Exopharm and Tryp, and in obtaining additional financing.

**Recommendation of the Special Committee and Tryp Board**

The Special Committee and Tryp Board have reviewed and considered the Arrangement. The Special Committee has determined that the Consideration to be received by the Tryp Shareholders is fair, from a financial point of view, and that the Arrangement is in the best interests of Tryp, and the Tryp Board unanimously approved the Arrangement and the Arrangement Agreement and recommends that the Tryp Securityholders vote their Affected Securities in favour of the Arrangement Resolution.

Each member of the Tryp Board is required, by the terms of their respective Tryp Voting Support Agreement, to vote all Affected Securities held FOR the Arrangement Resolution, subject to the terms of the Arrangement Agreement and the Tryp Voting Support Agreements.

**Interests of Certain Persons in the Arrangement**

In considering the recommendation of the Tryp Board with respect to the Arrangement, Tryp Securityholders should be aware that certain members of the Tryp Board and Tryp's management have interests that may be perceived as conflicts of interest in connection with the Arrangement. The Tryp Board is aware of these interests and considered them along with other matters described herein.

*Tryp Shares*

As of the date hereof, the directors and executive officers of Tryp as a group own, control or direct, in the aggregate, 6,663,829 Tryp Shares, representing approximately 6.91% of the outstanding Tryp Shares. All of the Tryp Shares held by the directors and executive officers of Tryp will be treated in the same manner under the Arrangement as the Tryp Shares held by every other Tryp Shareholder. The directors and executive officers of Tryp intend to vote their Tryp Shares "**FOR**" the Arrangement Resolution.

As at the date of this Circular, the directors and executive officers of Tryp, as a group, beneficially own, or control or direct, directly or indirectly, an aggregate of nil Exopharm Shares.

Following the Arrangement and assuming that Exopharm completes the minimum Exopharm Capital Raise of AUD$6,000,000 (before costs), it is expected that there will be approximately 1,113,921,584 Exopharm Shares issued and outstanding and that the current directors and executive officers of Tryp will beneficially own, directly and indirectly, or exercise control or direction over, in the aggregate, approximately 24,096,405 Exopharm Shares at such time, representing approximately 2.16% of the outstanding Exopharm Shares at such time.

Following the Arrangement and assuming that Exopharm completes the maximum Exopharm Capital Raise of AUD$6,500,000 (before costs), it is expected that there will be approximately 1,138,921,584 Exopharm Shares issued and outstanding and that the current directors and executive officers of Tryp will beneficially own, directly and indirectly, or exercise control or direction over, in the aggregate, approximately 24,096,405 Exopharm Shares at such time, representing approximately 2.12% of the outstanding Exopharm Shares at such time

The Tryp Shares held by each individual director and executive officer of Tryp are set out in the table below under the heading "*Summary of Interests of Tryp Directors and Executive Officers in the Arrangement*".

*Tryp Employee Options*

As of the date hereof, the directors and executive officers of Tryp hold in the aggregate Tryp Employee Options to acquire up to 20,533,232 Tryp Shares. All of the Tryp Employee Options held by directors and officers will be treated in the same manner under the Arrangement as the Tryp Employee Options held by every other holder of Tryp Employee Options, subject to any adjustments in accordance with the applicable rules of the ASX. See "*Information Concerning the Arrangement – Treatment of Tryp Employee Options*" for a description of how Tryp Employee Options will be treated in the Arrangement.

The Tryp Employee Options held by each individual director and executive officer of Tryp are set out in the table below under "*Summary of Interests of Tryp Directors and Executive Officers in the Arrangement*".

*Tryp Warrants*

As of the date hereof, the directors and executive officers of Tryp hold, directly or indirectly, in the aggregate Tryp Warrants to acquire up to 3,845,072 Tryp Shares. All of the Tryp Warrants held by directors and officers will be treated in the same manner under the Arrangement as the Tryp Warrants held by every other holder of Tryp Warrants, subject to any adjustments in accordance with the

applicable rules of the ASX. See "*Information Concerning the Arrangement – Treatment of Tryp Warrants*" for a description of how Tryp Warrants will be treated in the Arrangement.

The Tryp Warrants held by each individual director and executive officer of Tryp are set out in the table below under "*Summary of Interests of Tryp Directors and Executive Officers in the Arrangement*".

*Employment Agreements and Change of Control Payments*

None of the directors or executive officers of Tryp are entitled to receive a change of control or similar lump sum payment resulting from the completion of the Arrangement.

*Insurance and Indemnification*

Prior to the Effective Date, Tryp shall use commercially reasonable efforts to purchase customary "tail" policies of directors' and officers' liability insurance providing protection no less favourable in the aggregate to the protection provided by the policies maintained by Tryp and its subsidiaries which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date and Exopharm shall, or shall cause Tryp and its subsidiaries to maintain such tail policies in effect without any reduction in scope or coverage for six (6) years from the Effective Date; provided that the cost of such policies shall not exceed 300% of Tryp's current annual aggregate premium for policies currently maintained by Tryp or its subsidiaries.

Exopharm has covenanted and agreed that it shall, following the Effective Date, cause Tryp to honour all rights to indemnification or exculpation now existing in favour of present and former employees, officers and directors of Tryp and its subsidiaries to the extent that they are: (i) included in the constating documents of Tryp or any of its subsidiaries, or (ii) disclosed in the Tryp Disclosure Letter, and acknowledges that such rights, to the extent that they are disclosed in the Tryp Disclosure Letter, shall survive unamended the completion of the Plan of Arrangement and shall continue in full force and effect in accordance with their terms for a period of not less than six (6) years from the Effective Date.

The foregoing provisions shall survive the consummation of the Arrangement Agreement and are intended to be for the benefit of, and shall be enforceable by, the present and former employees, officers and directors of Tryp, its subsidiaries and their respective heirs, executors, administrators and personal representatives and shall be binding on the Persons described above. Tryp confirms that it is acting as agent and trustee on behalf of the present and former employees, officers and directors of Tryp, its subsidiaries and their respective heirs, executors, administrators and personal representatives.

*Summary of Interests of Tryp Directors and Executive Officers in the Arrangement*

The interests of the directors and executive officers of Tryp in the Arrangement are summarized in the following table. The Tryp Board was aware of these interests and considered them, among other matters, when recommending approval of the Arrangement to Tryp Securityholders.

| Name and Title | Number of Tryp Shares Owned or Over Which Control or Direction is Exercised[(1)] | Aggregate principal amount of Tryp Convertible Debentures Over Which Control or Direction is Exercised | Aggregate principal amount of Tryp Convertible Notes Over Which Control or Direction is Exercised | Number of Exopharm Shares Issuable Pursuant to the Arrangement in Exchange for Tryp Securities Held[(2)] | Number of Tryp Employee Options Held | Number of Tryp Founder Warrants Held | Number of Tryp Quoted Broker Warrants Held | Number of Tryp Unquoted Brokered Warrants Held | Number of Replacement Employee Options held on Completion of Arrangement[(2)] | Number of Replacement Quoted Broker Options held on Completion of Arrangement[(2)] | Number of Replacement Unquoted Broker Options held on Completion of Arrangement[(2)] |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Jason Carroll** Chief Executive Officer | Nil | Nil | $500,000 | 25,000,000 | 7,713,548 | Nil | Nil | Nil | 27,892,190 | 20,000,000 | Nil |
| **James Gilligan** Chief Scientific Officer | Nil | Nil | Nil | Nil | 5,769,684 | Nil | Nil | Nil | 20,863,177 | Nil | Nil |
| **Jim O'Neill** Chief Financial Officer | Nil | Nil | Nil | Nil | 500,000 | Nil | Nil | Nil | 1,808,000 | Nil | Nil |
| **Peter Molloy** Chief Business Officer and Director | 200,000 | Nil | Nil | 723,200 | 2,350,000 | Nil | Nil | Nil | 8,497,600 | Nil | Nil |
| **P. Gage Jull** Director | 463,829 | Nil | Nil | 1,677,206 | 2,800,000 | Nil | Nil | Nil | 10,124,800 | Nil | Nil |
| **Chris Ntoumenopoulos** Director | Nil | $100,000 | Nil | Nil | 800,000 | Nil | 3,845,072[(3)] | Nil | 2,892,800 | 13,903,780 | Nil |
| **James Kuo** Director | 6,000,000 | Nil | Nil | 21,696,000 | 600,000 | Nil | Nil | Nil | 2,169,600 | Nil | Nil |

Notes:

(1) The information as to number of Tryp securities owned, or over which control or direction is exercised, not being within the knowledge of Tryp, has been furnished by the respective individual named above.

(2) Presented on a post-Exopharm Consolidation basis and based on the exchange ratio of 3.616 Exopharm Shares for each Tryp Share; and, in the case of Tryp Convertible Securities, based on the adjustments contemplated pursuant to the Plan of Arrangement which are based on the same exchange ratio.

(3) These Tryp Quoted Broker Warrants are held by Sobol Capital Pty Ltd, a private Australian company controlled by Chris Ntoumenopoulos.

**Tryp Voting Support Agreements**

Concurrently with the execution of the Arrangement Agreement, Exopharm entered into support and voting agreements (collectively, the "**Tryp Voting Support Agreements**") with each of the directors and senior officers of Tryp (collectively, the "**Supporting Shareholders**"). As at the date of this Circular, the Supporting Shareholders beneficially owned, directly or indirectly, or exercised control or direction over, in the aggregate, Tryp Shares representing approximately 6.19% of the outstanding Tryp Shares and have agreed, subject to the terms of the Tryp Voting Support Agreements, to, among other things, vote all of the Affected Securities held by them (the "**Subject Securities**") in favour of the Arrangement Resolution.

**The following is a summary of the principal terms of the Tryp Voting Support Agreements. This summary does not purport to be complete and is qualified in its entirety by the complete text of the Tryp Voting Support Agreements, a template copy of which is available under Tryp's SEDAR+ profile at www.sedarplus.ca.**

*Certain Shareholders*

Under the Tryp Voting Support Agreements, the Supporting Shareholders have agreed, among other things, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all of the Subject Securities (to the extent they carry a right to vote):

a) at any meeting of any of the Tryp Securityholders at which the Supporting Shareholder or any registered or beneficial owner of the Subject Securities is entitled to vote, including the Meeting;

b) in any action by written consent of the Tryp Securityholders, in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). In connection with the foregoing, the Supporting Shareholders have agreed to deposit and to cause any beneficial owners of Subject Securities eligible to be voted to deposit a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of its Subject Securities (to the extent that they carry the right to vote) as soon as practicable following the mailing of this Circular and in any event at least five Business Days prior to the Meeting to be called to approve the Arrangement and as far in advance as practicable of every adjournment or postponement thereof, voting all such Subject Securities (to the extent that they carry the right to vote) in favour of the Arrangement Resolution. The Supporting Shareholders have also agreed that they will not take, nor permit any Person on its behalf to take, any action to withdraw, revoke, change, amend or invalidate any proxy or voting instruction form deposited pursuant to the Tryp Voting Support Agreements notwithstanding any statutory or other rights or otherwise which the Supporting Shareholder might have unless the Tryp Voting Support Agreement has at such time been previously terminated in accordance with the termination provisions; and

c) against any proposed action by Tryp, any Tryp Shareholder, any of Tryp's subsidiaries or any other Person (or group of Persons) other than Exopharm: (i) in respect of (a) any sale, disposition,

alliance or joint venture (or any lease, long-term supply agreement or other arrangement having the same economic effect as the foregoing), direct or indirect, in a single transaction or a series of related transactions, of assets representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated revenue of Tryp and its subsidiaries or of 20% or more of the voting or equity securities of Tryp or any of its subsidiaries (or rights or interests in such voting or equity securities); (b) any direct or indirect take-over bid, exchange offer, treasury issuance or other transaction that, if consummated, would result in such Person or group of Persons beneficially owning 20% or more of any class of voting, equity or other securities of Tryp or any of its subsidiaries (including securities convertible or exercisable or exchangeable for voting, equity or other securities of Tryp or any of its subsidiaries); (c) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution, winding up or exclusive license involving Tryp or any of its subsidiaries; or (d) any other similar transaction or series of transactions involving Tryp or any of its subsidiaries that requires the approval of Tryp Shareholders under applicable law, other than the Arrangement or an Alternative Transaction (as defined in the Tryp Voting Support Agreements); or (ii) which would reasonably be regarded as being directed towards or likely to prevent or delay the successful completion of the Arrangement, including without limitation any amendment to the articles or by-laws of Tryp or any of its subsidiaries or their respective corporate structures or capitalization;

The Supporting Shareholders have also agreed not to:

a) directly or indirectly, or, if applicable, through any officer, director, employee, representative or agent of the Supporting Shareholders, as applicable:

   i. solicit, initiate or knowingly facilitate any proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal.

   ii. solicit proxies or become a participant in or act jointly or in concert with any person in connection with a solicitation in opposition to or competition with Exopharm's proposed purchase of the Tryp Shares as contemplated by the Arrangement;

   iii. participate in any discussions or negotiations with any Person (other than Exopharm) regarding any inquiry, proposal or offer that constitutes or would reasonably be expected to constitute or lead to an Acquisition Proposal; or

   iv. accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or understanding regarding any Acquisition Proposal.

b) exercise any dissent rights in respect of the Arrangement;

c) contest in any way the approval of the Arrangement by any Governmental Entity;

d) take any other action of any kind, in each case which would reasonably be regarded as likely to materially delay or interfere with the completion of, the transactions contemplated by the Arrangement Agreement;

e) except as required by applicable law or stock exchange requirements, make any public announcement with respect to the transactions contemplated in the Tryp Voting Support

Agreements or pursuant to the Arrangement Agreement without the prior written approval of Exopharm, and will ensure that their affiliates and representatives do not do the same; or

f) without having first obtained the prior written consent of Exopharm:

   i. sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of any right or interest in any of the Subject Securities or tender any of the Subject Securities to a take-over bid or enter into any agreement, arrangement, commitment or understanding in connection therewith, other than in specific limited circumstances set out in the Tryp Voting Support Agreements;

   ii. grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Securities into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Securities, other than pursuant to the Tryp Voting Support Agreements;

   iii. requisition or join in the requisition of any meeting of any of the Tryp Shareholders for the purpose of considering any resolution.

The Tryp Voting Support Agreements will automatically terminate upon the earliest of (i) the mutual agreement in writing of the parties thereto; (ii) written notice by the Supporting Shareholders to Exopharm if, without the prior written consent of the Supporting Shareholders, the Arrangement Agreement is amended to change the amount or form of consideration payable pursuant to the Arrangement (other than to increase the total consideration and/or to add additional consideration), provided that at the time of such termination, the Supporting Shareholder has not breached the Tryp Voting Support Agreement in any material respect and is not in material default in the performance of its obligations under the Tryp Voting Support Agreement; (iii) the Arrangement Agreement has been terminated in accordance with its terms, including, without limitation, where the Arrangement Agreement is terminated in connection with the acceptance by Tryp of a Superior Proposal; and (iv) the acquisition of the Subject Securities by Exopharm.

**The Arrangement Agreement**

The following is a summary of the principal terms of the Arrangement Agreement. This summary does not purport to be complete and is qualified in its entirety by, in the case of the Arrangement Agreement, the complete text of the Arrangement Agreement, a copy of which is available under Tryp's SEDAR+ profile at www.sedarplus.ca and, in the case of the Plan of Arrangement, the complete text of the Plan of Arrangement, a copy of which is attached at Appendix "B" to this Circular.

On December 8, 2023, Tryp entered into the Arrangement Agreement with Exopharm as amended on January 26, 2024 pursuant to which they agreed that, subject to the terms and conditions set forth in the Arrangement Agreement (and among other things) Exopharm will acquire 100% of the Tryp Shares pursuant to a plan of arrangement under the BCBCA with Tryp Shareholders receiving, for each Tryp Share held, 3.616 Exopharm Shares. The terms of the Arrangement Agreement are the result of arm's length negotiation between Tryp and Exopharm and their respective outside legal counsel and advisors.

*Representations and Warranties*

a) The Arrangement Agreement contains representations and warranties made by Tryp to Exopharm and by Exopharm to Tryp. Those representations and warranties were made as of specific dates solely for the purposes of the Arrangement Agreement and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating its terms. Moreover, some of the representations and warranties contained in the Arrangement Agreement are subject to a contractual standard of materiality (including, an Exopharm Material Adverse Effect or a Tryp Material Adverse Effect, as applicable) that may be different from that considered material to Tryp Securityholders, or that may have been used for the purpose of allocating risk between the parties to the Arrangement Agreement rather than for the purpose of establishing facts. Information concerning the subject matter of the representations and warranties may have changed since the date of the Arrangement Agreement. For the foregoing reasons, you should not rely on the representations and warranties contained in the Arrangement Agreement as statements of factual information at the time they were made or otherwise.

b) The representations and warranties provided by Tryp in favour of Exopharm relate to, among other things: (a) directors' approvals; (b) organization and qualification; (c) authority relative to the Arrangement Agreement; (d) no violation; (e) governmental approvals; (f) capitalization; (g) ownership of subsidiaries; (h) reporting status and securities laws matters; (i) Tryp filings; (j) financial statements; (k) internal controls and financial reporting; (l) books and records and disclosure; (m) independent auditors; (n) minute books; (o) no undisclosed liabilities; (p) no material change; (q) litigation; (r) taxes; (s) data privacy and security; (t) property; (u) title to assets; (v) material contracts; (w) authorizations; (x) clinical studies; (y) environmental matters; (z) compliance with laws; (aa) employment & labour matters; (bb) intellectual property; (cc) related party transactions; (dd) brokers; (ee) insurance; (ff) product liabilities; and (gg) suppliers, manufacturers and service providers.

c) The representations and warranties provided by Exopharm in favour of Tryp relate to, among other things: (a) directors' approvals; (b) organization and qualification; (c) authority relative to the Arrangement Agreement; (d) no violation; (e) governmental approvals; (f) capitalization; (g) Consideration Shares; (h) ownership of subsidiaries; (i) ASX Matters and securities laws; (j) Exopharm filings; (k) financial statements; (l) internal controls and financial reporting; (m) books and records and disclosure; (n) independent auditors; (o) minute books; (p) no undisclosed liabilities; (q) no material change; (r) litigation; (r) taxes; (s) data privacy and security; (t) property; (u) title to assets; (v) material contracts; (w) authorizations; (s) restrictions on business activities; (t) taxes; (u) data privacy and security; (v) property; (w) title to assets; (x) ownership of Tryp securities; (y) intellectual property; (z) brokers; (aa) material contracts; (bb) authorizations; (cc) clinical studies; (dd) environmental matters; (ee) compliance with laws; (ff) employment & labour matters; (gg) related party transactions; (hh) insurance; (ii) product liabilities; and (jj) suppliers, manufacturers and service providers.

d) The representations and warranties of Tryp and Exopharm contained in the Arrangement Agreement will not survive the completion of the Arrangement and will expire and be terminated on the earlier of the Effective Time and the date on which the Arrangement Agreement is terminated in accordance with its terms.

*Conditions to the Arrangement*

Mutual Conditions Precedent

The Parties are not required to complete the Arrangement unless each of the following conditions is satisfied, which conditions may only be waived in whole or in part by the mutual consent of each of the Parties:

a) the Arrangement Resolution having been approved and adopted by Tryp Securityholders at the Meeting in accordance with the Interim Order and applicable Law;

b) the Exopharm Shareholder Approval having been obtained at the Exopharm Meeting in accordance with applicable Laws and the ASX Listing Rules;

c) each of the key regulatory approvals having been made, given or obtained to the satisfaction of each of the Parties, acting reasonably, and each such key regulatory approval is in force and has not been modified or rescinded;

d) the Interim Order and the Final Order having each been obtained on terms consistent with the Arrangement Agreement, and having not been set aside or modified in a manner unacceptable to either Tryp or Exopharm, each acting reasonably, on appeal or otherwise;

e) no Law being in effect that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins Tryp or Exopharm from consummating the Arrangement;

f) the distribution of the Consideration Shares pursuant to the Arrangement being exempt from the prospectus and registration requirements of applicable Securities Laws either by virtue of exemptive relief from the securities regulatory authorities in the applicable provinces of Canada or by virtue of exemptions under applicable Securities Laws and not being subject to resale restrictions under applicable Securities Laws (other than as applicable to control persons or pursuant to Section 2.6 of National Instrument 45-102 – *Resale of Securities*);

g) the issuance of the Arrangement Issued Securities pursuant to the Arrangement shall be exempt from the registration requirements of the U.S. Securities Act pursuant to the Section 3(a)(10) Exemption; and

h) Exopharm shall have completed the Exopharm Capital Raise.

Additional Conditions in Favour of Exopharm

a) Exopharm is not required to complete the Arrangement unless each of the following additional conditions is satisfied, which conditions are for the exclusive benefit of Exopharm and may only be waived, in whole or in part, by Exopharm in its sole discretion:

b) the representations and warranties of Tryp in respect of (i) organization and qualification, (ii) authority relative to the Arrangement Agreement, (iii) capitalization, (iv) authorizations, and (v) brokers, being true and correct in all respects as of the date of the Arrangement Agreement and as of the Effective Time as if made as at and as of such time; and all other representations and warranties of Tryp set forth in the Arrangement Agreement being true and correct in all respects

(disregarding for purposes of this paragraph, any materiality or Tryp Material Adverse Effect qualification contained in any such representation or warranty) as of the date of the Arrangement Agreement and as of the Effective Time as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of the Arrangement Agreement or another date, shall be true and correct in all respects as of such date), except in the case of this clause where the failure to be so true and correct in all respects, individually and in the aggregate, has not had or would not reasonably be expected to have a Tryp Material Adverse Effect, and Tryp having delivered a certificate confirming same to Exopharm, executed by two of its senior officers (in each case without personal liability) addressed to Exopharm and dated the Effective Date;

c) Tryp fulfilling or complying in all material respects with its covenants contained in the Arrangement Agreement required to be fulfilled or complied with by it on or prior to the Effective Time and having delivered a certificate confirming same to Exopharm executed by two of its senior officers (in each case without personal liability) addressed to Exopharm and dated the Effective Date;

d) since the date of the Arrangement Agreement, there will not have occurred, or have been disclosed to the public (if previously undisclosed to the public), Tryp Material Adverse Effect;

e) Dissent Rights having not been exercised (excluding any dissent rights that have been exercised and subsequently withdrawn) with respect to more than 10% of the issued and outstanding Tryp Shares; and

f) there is no action or proceeding (whether, for greater certainty, by a Governmental Entity or any other Person other than the Exopharm or its Subsidiaries) pending in any jurisdiction to:

    i. cease trade, enjoin, prohibit, or impose any material limitations, damages or conditions on the Exopharm's ability to acquire, hold, or exercise full rights of ownership over, any Tryp Shares, including the right to vote the Tryp Shares;

    ii. prohibit or restrict the Arrangement, or the ownership or operation by the Exopharm or its Subsidiaries of a material portion of the business or assets of the Exopharm and its Subsidiaries, the Tryp or any of its Subsidiaries, or compel the Exopharm or its Subsidiaries to dispose of or hold separate any material portion of the business or assets of the Exopharm and its Subsidiaries, the Tryp or any of its Subsidiaries, as a result of the Arrangement or the transactions contemplated by the Arrangement Agreement; or

    iii. prevent or materially delay the consummation of the Arrangement, or if the Arrangement is consummated, have a Exopharm Material Adverse Effect.

<u>Additional Conditions in Favour of Tryp</u>

Tryp is not required to complete the Arrangement unless each of the following additional conditions is satisfied, which conditions are for the exclusive benefit of Tryp and may only be waived, in whole or in part, by Tryp in its sole discretion:

a) the representations and warranties of Exopharm in respect of (i)organization and qualification, (ii) authority relative to the Arrangement Agreement, (iii) capitalization, (iv) authorizations, and (v) brokers, being true and correct in all respects as of the date of the Arrangement Agreement and as of the Effective Time as if made as at and as of such time; and all other representations and warranties of Exopharm set forth in the Arrangement Agreement being true and correct in all respects (disregarding for purposes of this paragraph, any materiality or Exopharm Material Adverse Effect qualification contained in any such representation or warranty) as of the date of the Arrangement Agreement and as of the Effective Time as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of the Arrangement Agreement or another date, shall be true and correct in all respects as of such date), except in the case of this clause where the failure to be so true and correct in all respects, individually and in the aggregate, has not had or would not reasonably be expected to have a Exopharm Material Adverse Effect, and Exopharm having delivered a certificate confirming same to Tryp, executed by two of its senior officers (in each case without personal liability) addressed to Exopharm and dated the Effective Date;

b) Exopharm fulfilling or complying in all material respects with each of its covenants contained in the Arrangement Agreement required to be fulfilled or complied with by it on or prior to the Effective Time and having delivered a certificate confirming same to Tryp executed by two of its senior officers (in each case without personal liability) addressed to Tryp and dated the Effective Date;

c) since the date of the Arrangement Agreement, there shall not have occurred, or have been disclosed to the public (if previously undisclosed to the public) any Exopharm Material Adverse Effect;

d) no delisting from the ASX in respect of the Exopharm Shares shall have occurred since the date of the Arrangement Agreement that remains in effect;

e) Exopharm shall have completed the Exopharm Consolidation;

f) Exopharm shall have complied with its obligations under the Arrangement Agreement to deposit sufficient Exopharm Shares with the Depositary through the Share Registry to satisfy the Consideration payable under the Arrangement Agreement

g) There is no action or proceeding (whether, for greater certainty, by a Governmental Entity or any other Person other than Tryp or its Subsidiaries) pending in any jurisdiction to:

   i. cease trade, enjoin, prohibit, or impose any material limitations, damages or conditions on Tryp Shareholders' ability to acquire, hold, or exercise full rights of ownership over, any Exopharm Shares, including the right to vote the Tryp Shares;

   ii. prohibit or restrict the Arrangement, or the ownership or operation by the Tryp or its Subsidiaries of a material portion of the business or assets of the Tryp and its Subsidiaries, or compel the Tryp or its Subsidiaries to dispose of or hold separate any material portion of the business or assets of the Tryp and its Subsidiaries, as a result of the Arrangement or the transactions contemplated by this Agreement; or

iii. prevent or materially delay the consummation of the Arrangement, or if the Arrangement is consummated, have a Exopharm Material Adverse Effect.

*Covenants*

General

In the Arrangement Agreement, Tryp and Exopharm have agreed to certain covenants, including (i) customary covenants relating to the operation of their respective businesses in the ordinary course, (ii) subject to the terms and conditions of the Arrangement Agreement, covenants to perform all obligations required to be performed under the Arrangement Agreement, to cooperate with the other Parties in connection therewith, and to do all such other commercially reasonable acts and things as may be necessary or desirable to consummate and make effective, as soon as reasonably practicable, the Arrangement, and (iii) covenants concerning access to information, confidentiality and public communications.

Covenants of Exopharm Relating to the Consideration Shares

The Arrangement Agreement provides that Exopharm will, on or before the Effective Date, reserve a sufficient number of Consideration Shares to be issued upon completion of the Arrangement and Exopharm Shares to be issued upon the exercise or conversion, as applicable, from time to time of the Tryp Convertible Securities.

Additional Covenants Regarding Non-Solicitation

*Mutual Non-Solicitation*

The Arrangement Agreement contains provisions regarding non-solicitation as follows:

a) Except as expressly provided in the non-solicitation provisions in the Arrangement Agreement, a Party shall not, directly or indirectly, through any officer, director, employee, representative (including any financial or other adviser) or an agent of it or any of its respective subsidiaries (collectively "**Representatives**") and shall not permit any such Person to:

   i. solicit assist, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Party or any subsidiary) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, in the case of Tryp, an Acquisition Proposal or, in the case of Exopharm, and Exopharm Intervening Event;

   ii. enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the other Party or any of its affiliates) regarding any inquiry, proposal or offer that constitutes or would reasonably be expected to constitute or lead to, in the case of Tryp, an Acquisition Proposal or, in the case of Exopharm, and Exopharm Intervening Event, it being acknowledged and agreed that the Party may communicate with any Person for purposes of advising such Person of the non-solicitation restrictions in the Arrangement Agreement and, in the case of Tryp, also advising such Person that their Acquisition Proposal does not constitute a Superior Proposal or is not reasonably

expected to constitute or lead to a Superior Proposal and, in the case of Exopharm, advising such Person that their inquiry, proposal or offer does not constitute an Exopharm Intervening Event or is not reasonably expected to constitute or lead to an Exopharm Intervening Event; or

iii. make a change in recommendation other than following the occurrence of a Tryp Material Adverse Effect or a Exopharm Material Adverse Effect, as applicable.

b) Each Party shall, and shall cause its subsidiaries and its Representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of the Arrangement Agreement with any Person (other than the other Party and its affiliates) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, in the case of Tryp, an Acquisition Proposal or, in the case of Exopharm, and Exopharm Intervening Event and in connection with such termination shall (i) no longer provide access to any data room or provide any new disclosure of information, or access to properties, facilities, books and records of the Party or any of its subsidiaries and (ii) within two Business Days of the date of the Arrangement Agreement, to the extent it is permitted to do so, request, and use commercially reasonably efforts to exercise all rights it has to require (A) the return or destruction of all copies of any confidential information regarding the Party provided to any such Person; and (B) the destruction of such material including or incorporating or otherwise reflecting such confidential information regarding the Party or any subsidiary, to the extent that such information has not previously been returned or destroyed, provided the Party has the right to request such return or destruction pursuant to a confidentiality agreement that is in force and effect, using its commercially reasonable efforts to ensure that such requests are fully complied with in accordance with the terms of such rights or entitlements.

*Notification of an Acquisition Proposal*

If Tryp or any of its subsidiaries receives any inquiry, proposal or offer that constitutes or could reasonably be expected to constitute or lead to an Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information relating to Tryp or any subsidiary in relation to a possible Acquisition Proposal, Tryp (a) shall promptly notify Exopharm of such Acquisition Proposal, inquiry, proposal, offer or request, and shall provide Exopharm with copies of all documents, correspondence or other material received I respect of, from or on behalf of any such Person and such other details of such Acquisition Proposal, inquiry, proposal, offer or request as Exopharm may reasonably request in writing; and (b) may contact the Person making such Acquisition Proposal, inquiry, proposal, offer or request and its Representatives solely for the purpose of clarifying the terms and conditions of such Acquisition Proposal, inquiry, proposal, offer or request so as to determine whether such Acquisition Proposal, inquiry, proposal, offer or request is, or may reasonably be expected to constitute or lead to, a Superior Proposal. Tryp shall keep Exopharm fully informed on a prompt basis of the status of material developments and negotiations with respect to any Acquisition Proposal, inquiry, proposal, offer or request, including any material change, modifications or other amendments to any such Acquisition Proposal.

*Responding to an Acquisition Proposal*

Notwithstanding the non-solicitation provisions contained in the Arrangement Agreement, if, at any time prior to obtaining the Tryp Required Approval, Tryp receives an unsolicited written Acquisition Proposal, Tryp and its Representatives may engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal, and may provide copies of, access to or disclosure of confidential information, properties, facilities, books or records of Tryp and its subsidiaries if, and only if:

a) the Tryp Board first determines in good faith, after consultation with its financial advisors and its outside legal counsel, that such Acquisition Proposal constitutes or could reasonably be expected to constitute or lead to a Superior Proposal (disregarding for such determination any due diligence or access condition);

b) such Person was not restricted from making such Acquisition Proposal pursuant to an existing confidentiality, standstill, non-disclosure, use, business purpose or similar agreement or restriction with Tryp or its subsidiaries;

c) the Acquisition Proposal did not arise as a result of the non-solicitation provisions in the Arrangement Agreement;

d) prior to providing copies, access to, or disclosure of confidential information, properties, facilities, books or records of Tryp or its subsidiaries, Tryp enters into a confidentiality and standstill agreement with such Person on customary terms having a term of not less than 12 months, provided that such confidentiality and standstill agreement may allow such Person to make an Acquisition Proposal and related communications confidentially to the Tryp Board; and

e) Tryp promptly provides Exopharm with: (i) prior written notice stating Tryp's intention to participate in such discussions or negotiations and to provide such copies, access or disclosure, (ii) prior to providing any such copies, access or disclosure, a true, complete and final executed copy of the confidentiality and standstill agreement with such Person; and (iii) any non-public information concerning Tryp or its subsidiaries provided to such other Person which was not previously provided to Exopharm.

Nothing contained in the Arrangement Agreement shall prevent the Tryp Board from:

a) complying with Section 2.17 of National Instrument 62-104 – *Takeover Bids and Issuer Bids* and similar provisions under Securities Laws relating to the provision of a directors' circular in respect of an Acquisition Proposal; or

b) calling and/or holding a meeting of shareholders requisitioned by Tryp Shareholders or the shareholders of Exopharm, as applicable, in accordance with applicable Laws or taking any other action with respect to an Acquisition Proposal to the extent ordered or otherwise mandated by a court of competent jurisdiction in accordance with applicable Laws.

*Exopharm Right to Match*

If Tryp receives an Acquisition Proposal that constitutes a Superior Proposal prior to obtaining the Tryp Required Approval, the Tryp Board may, or may cause Tryp to, make a Change in Recommendation or

approve, recommend or enter into a definitive agreement with respect to such Superior Proposal, if and only if:

a) the Person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing confidentiality, standstill, non-disclosure or similar agreement or restriction;

b) the Acquisition Proposal did not arise as a result of a violation by Tryp of the non-solicitation provisions in the Arrangement Agreement;

c) Tryp has delivered to Exopharm a written notice of the determination of the Tryp Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Tryp Board to enter into a definitive agreement with respect to such Superior Proposal, together with a written notice from the Tryp Board regarding the value and financial terms that the Tryp Board, in consultation with its financial advisors, has determined should be ascribed to any non-cash consideration offered under such Superior Proposal;

d) Tryp has provided Exopharm with a copy of the proposed definitive agreement for the Superior Proposal;

e) at least five (5) Business Days (the "**Exopharm Matching Period**") have elapsed from the date that is the later of the date on which Exopharm received the Superior Proposal notice from Tryp and the date on which Exopharm received a copy of the proposed definitive agreement for the Superior Proposal from Tryp;

f) during any Exopharm Matching Period, Exopharm have had the opportunity (but not the obligation) to offer to Tryp to amend the Arrangement Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;

g) if Exopharm has offered to Tryp to amend the Arrangement Agreement and the Arrangement, the Tryp Board has determined in good faith, after consultation with Tryp's outside legal counsel and financial advisers, that such Acquisition Proposal continues to constitute a Superior Proposal compared to the terms of the Arrangement as proposed to be amended by Exopharm;

h) the Tryp Board has determined in good faith, after consultation with Tryp's outside legal counsel that the failure to take the relevant action would be inconsistent with its fiduciary duties; and

i) prior to or concurrent with making a Change in Recommendation or entering into such definitive agreement Tryp terminates the Arrangement Agreement pursuant to certain termination provisions in the Arrangement Agreement and pays the Termination Fee pursuant to the termination fee provisions of the Arrangement Agreement.

During the Exopharm Matching Period, or such longer period as Tryp may approve in writing for such purpose: (a) the Tryp Board shall review any offer made by Exopharm to amend the terms of the Arrangement Agreement and the Arrangement in good faith, in consultation with Tryp's outside legal counsel and financial advisers, in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (b) if the Tryp Board determines that such Acquisition Proposal would cease to be a Superior Proposal as a result of such amendment, Tryp shall negotiate in good faith with Exopharm to

make such amendments to the terms of the Arrangement Agreement and the Arrangement as would enable Exopharm to proceed with the transactions contemplated by the Arrangement Agreement on such amended terms. If the Tryp Board determines that such Acquisition Proposal would cease to be a Superior Proposal, Tryp shall promptly so advise Exopharm and the Parties shall amend the Arrangement Agreement to reflect such offer made by Exopharm, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

Each successive amendment or modification to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by Tryp Shareholders or other material terms or conditions thereof shall constitute a new Acquisition Proposal and Exopharm shall be afforded a new Exopharm Matching Period from the later of the date on which Exopharm received the new Superior Proposal notice from Tryp and the date on which Exopharm received a copy of the proposed definitive agreement for the new Superior Proposal from Tryp.

At Exopharm's reasonable request, the Tryp Board shall promptly reaffirm its determination that Tryp Shareholders vote in favour of the Arrangement Resolution by press release after the Tryp Board determines that an Acquisition Proposal is not a Superior Proposal or the Tryp Board determines that a proposed amendment to the terms of the Arrangement Agreement would result in an Acquisition Proposal no longer being a Superior Proposal. Tryp shall provide Exopharm and its outside legal counsel with a reasonable opportunity to review the form and content of any such press release and shall make all reasonable amendments to such press release as requested by Exopharm and its outside legal counsel.

If Tryp provides a Superior Proposal notice to Exopharm on or after a date that is less than ten (10) Business Days before the Meeting, Tryp shall postpone the Meeting to a date acceptable to both Parties (acting reasonably) that is not more than 10 Business Days after the scheduled date of the Meeting but before the Outside Date.

*Termination of the Arrangement Agreement*

The Arrangement Agreement may be terminated prior to the Effective Time by:

a) the mutual written agreement of the Parties; or

b) either of the Parties if:

i. the Tryp Required Approval is not obtained at the Meeting in accordance with the Interim Order, provided that a Party may not terminate the Arrangement Agreement pursuant to the foregoing if the failure to obtain the Tryp Required Approval has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under the Arrangement Agreement;

ii. after the date of the Arrangement Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Arrangement illegal or otherwise permanently prohibits or enjoins Tryp or Exopharm from consummating the Arrangement, and such Law has, if applicable, become final and non-appealable, provided the Party seeking to terminate the Arrangement Agreement pursuant to the foregoing has used its commercially reasonable efforts to, as applicable, appeal or overturn such

Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; or

iii. the Effective Time does not occur by the Outside Date, provided that a Party may not terminate the Arrangement Agreement pursuant to the foregoing if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under the Arrangement Agreement; or

iv. the Purchaser Shareholder Approval is not obtained at the Purchaser Meeting; provided that Party may not terminate the Arrangement Agreement pursuant to the foregoing if the failure to obtain the Purchaser Shareholder Approval has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under the Arrangement Agreement;

c) Tryp if:

i. a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Exopharm under the Arrangement Agreement occurs that would cause any condition in favour of Tryp that relates to the accuracy of Exopharm's representations and warranties or Exopharm's compliance with its covenants not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date in accordance with certain terms of the Arrangement Agreement; provided that Tryp is not then in breach of the Arrangement Agreement so as to cause any condition in favour of Exopharm not to be satisfied;

ii. prior to obtaining the Tryp Required Approval, the Tryp Board makes a Change in Recommendation or authorizes Tryp to accept, approve or recommend or enter into a definitive written agreement with respect to a Superior Proposal (other than a confidentiality and standstill agreement permitted by and in accordance with the Arrangement Agreement), provided Tryp is then in compliance with the obligations under its non-solicitation covenants in the Arrangement Agreement in all material respects and that prior to or concurrent with such termination Tryp pays the Termination Fee in accordance with the Arrangement Agreement;

iii. a Material Adverse Effect event of Exopharm occurs which is not capable of being satisfied or cured by the Outside Date; or

iv. the Exopharm Board makes a Change in Exopharm Recommendation or Exopharm breaches the non-solicitation provisions in the Arrangement Agreement in any material respect; or

d) Exopharm if:

i. a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Tryp under the Arrangement Agreement occurs that would cause any condition in favour of Exopharm that relates to the accuracy of Tryp's representations and warranties or Tryp's compliance with its covenants not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior

to the Outside Date in accordance with certain terms of the Arrangement Agreement; provided that Exopharm is not then in breach of the Arrangement Agreement so as to cause any condition in favour of Tryp not to be satisfied;

ii. the Tryp Board (A) fails to unanimously (other than the directors who have abstained from voting in accordance with the BCBCA, if applicable) recommend or withdraws, amends, modifies or qualifies, or publicly proposes or states its intention to do so, in a manner adverse to Exopharm, the Company Board Recommendation (as defined in the Arrangement Agreement), (B) accepts, approves, endorses or recommends, or publicly proposes to do so or takes no position or a neutral position, in each case with respect to a publicly announced, or otherwise publicly disclosed, Acquisition Proposal for more than five Business Days, (C) enters into (other than a confidentiality agreement and standstill agreement permitted by and in accordance with the Arrangement Agreement) or publicly proposes to enter into, any agreement, letter of intent or Contract in respect of an Acquisition Proposal, (D) fails to publicly reaffirm the Company Board Recommendation (without qualification) within five Business Days after having been requested in writing by Exopharm to do so acting reasonably (collectively, a "**Change in Recommendation**"), or (E) Tryp breaches the non-solicitation covenants in the Arrangement Agreement in any material respect;

iii. prior to obtaining the Tryp Required Approval, the Tryp Board makes a Change in Recommendation or Tryp enters into a written agreement (other than a confidentiality and standstill agreement permitted by and in accordance with the Arrangement Agreement) with respect to a Superior Proposal in accordance with the non-solicitation provisions in the Arrangement Agreement, provided Exopharm is then in compliance with the obligations under its non-solicitation covenants in the Arrangement Agreement in all material respects and that prior to or concurrent with such termination Tryp pays the Termination Fee in accordance with the Arrangement Agreement;

iv. a Material Adverse Effect event of Tryp occurs or Dissent Rights have been exercised with respect to 10% or more of the issued and outstanding Tryp Shares, as a result of which the related condition to closing is not capable of being satisfied by the Outside Date; or

v. prior to obtaining the Exopharm Shareholder Approval, the Exopharm Board makes a Change in Exopharm Recommendation.

*Termination Fees*

Tryp is required to pay Exopharm the Tryp Termination Fee as liquidated damages at the times determined in accordance with the Arrangement Agreement:

a) if the Arrangement Agreement is terminated by Tryp or Exopharm and, prior to obtaining the Tryp Required Approval, the Tryp Board makes a Change in Recommendation or enters into a written agreement, other than a confidentiality agreement as permitted by the Arrangement Agreement, with respect to a Superior Proposal; or

b) if the Arrangement Agreement is terminated (i) by Tryp or Exopharm for failure to obtain the Tryp Required Approval, (ii) by Tryp or Exopharm if Effective Time does not occur on or prior to the Outside Date, or (iii) by Exopharm upon Tryp's breach of certain representations, warranties or

covenants set out in the Arrangement Agreement and, prior to such termination, an Acquisition Proposal is publicly announced and within twelve months following termination, (A) an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal as referred to by the foregoing) is consummated or (B) Tryp or one or more of its subsidiaries, directly or indirectly, in one or more transactions, enters into a written agreement relating to an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal as referred to by the foregoing) and such Acquisition Proposal is later consummated (whether or no within twelve months after such termination)

For the purposes of the foregoing, the term "Acquisition Proposal" has the meaning assigned to such term in the Glossary of Terms contained in this Circular, except that references to "20% or more" shall be deemed to be references to 50% or more.

Exopharm is required to pay Tryp the Exopharm Termination Fee as liquidated damages at the times determined in accordance with the Arrangement Agreement:

a) in the event the Arrangement Agreement is terminated by Tryp if the Exopharm Board fails to (i) recommend that Exopharm Shareholders vote in favour of the Arrangement, (ii) convene and conduct the Exopharm Meeting, or (iii) publicly reaffirm the Tryp Board Recommendation within the required time (collectively, a "**Change in Exopharm Recommendation**") or Exopharm breaches its non-solicitation covenants under the Arrangement Agreement in any material respect; or

b) in the event the Arrangement Agreement is terminated by Exopharm, if prior to obtaining the Exopharm Shareholder Approval, the Exopharm Board makes a Change in Exopharm Recommendation.

*Expense Reimbursement*

Subject to the terms of the Arrangement Agreement, Tryp is required to pay Exopharm the Tryp Expense Reimbursement Fee if the Tryp Board makes a Change in Recommendation or breaches its non-solicitation obligations under the Arrangement Agreement.

*Governing Law*

The Arrangement Agreement is governed by and interpreted and enforced in accordance with the Laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each Party has irrevocably attorned and submitted to the non-exclusive jurisdiction of the courts situated in the City of Vancouver and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

*Amendment*

The Arrangement Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, and any such amendment may, subject to the Interim Order and the Final Order and applicable Law, without limitation:

a) change the time for performance of any of the obligations or acts of the Parties;

b) modify any representation or warranty contained in the Arrangement Agreement or in any document delivered pursuant to the Arrangement Agreement;

c) waive compliance with or modify any inaccuracies or any of the covenants contained in the Arrangement Agreement and waive or modify performance of any of the obligations of the Parties; and/or

d) waive compliance with or modify any mutual conditions contained in the Arrangement Agreement.

**Conduct of the Meeting and Other Approvals**

*Required Tryp Securityholder Approval*

At the Meeting, the Tryp Securityholders will be asked to consider and, if deemed advisable, pass the Arrangement Resolution as set forth in Appendix "A" to this Circular.

Pursuant to the terms of the Interim Order, the Arrangement Resolution must, subject to further order of the Court, be approved by not less than two-thirds of the votes cast by: (i) the Tryp Shareholders present in person or represented by proxy at the Meeting voting together as a single class; and (ii) the Tryp Securityholders present in person or represented by proxy at the Meeting voting together as a single class.

Notwithstanding the foregoing, the Arrangement Resolution authorizes the Tryp Board, without further notice to or approval of the Tryp Securityholders, subject to the terms of the Arrangement Agreement, to amend the Arrangement Agreement or the Plan of Arrangement or to decide not to proceed with the transactions contemplated by the Arrangement Agreement at any time prior to the Effective Time.

*Court Approvals*

On February 7, 2024, Tryp obtained the Interim Order, a copy of which is attached as Appendix "C" to this Circular. Subject to the terms of the Arrangement Agreement and, if the Arrangement Resolution is approved at the Meeting, Tryp will apply to the Court for the Final Order at the Kelowna Law Courts, 1355 Water Street, Kelowna, British Columbia on or about March 11, 2024 at 9:45 a.m. (Kelowna time) or as soon thereafter as counsel may be heard. Please see the Notice of Hearing of Petition, attached as Appendix "D" to this Circular, with respect to the hearing of the application for the Final Order for further information on participating or presenting evidence at the hearing for the Final Order.

If the Arrangement Resolution is approved by the requisite majority, then final approval of the Court must be obtained before the Arrangement may proceed.

*Regulatory Approvals*

The Tryp Shares are listed for trading on the CSE and Tryp is a reporting issuer in the Provinces of British Columbia, Alberta and Ontario. The Exopharm Shares are currently listed for trading on the ASX and Exopharm is a Disclosing Entity. It is expected that, following completion of the Arrangement, Exopharm will change its name to "Tryptamine Therapeutics Australia Limited", the Exopharm Shares will continue to be listed for trading on the ASX under the symbol "TYP" and that Exopharm will become a reporting issuer in the Provinces of British Columbia, Alberta and Ontario and will remain a Disclosing Entity.

Following completion of the Arrangement, Exopharm intends to apply to have the Tryp Shares delisted from the CSE.

**Procedure for Exchange of Tryp Shares**

Registered Tryp Shareholders

A Letter of Transmittal is being mailed, together with this Circular, to each person who was a Registered Tryp Shareholder on the Record Date. In order to receive the Consideration Shares to which a Registered Tryp Shareholder (other than any Dissenting Shareholder) is entitled if the Arrangement is completed, a Registered Tryp Shareholder must complete, sign, date and return the enclosed Letter of Transmittal in accordance with the instructions set out therein and in this Circular. It is recommended that Registered Tryp Shareholders complete, sign and return the Letter of Transmittal, along with the accompanying Tryp Share certificate(s), if applicable, and any other required documents or instruments to the Depositary as soon as possible

The Letter of Transmittal is also available from the Depositary, by telephone at: 1-800-564-6253 (toll-free in North America) or 514-982-7555 (international); or under Tryp's issuer profile on SEDAR+ at www.sedarplus.ca.

Following receipt of the Final Order and the satisfaction of the conditions to closing set out in the Arrangement Agreement, Exopharm will instruct the Share Registry to issue the Consideration Shares to the Depositary in escrow in accordance with Section 4.1 of the Plan of Arrangement.

Upon surrender to the Depositary of the certificate(s) that immediately prior to the Effective Time represented the Tryp Shares, and a duly completed Letter of Transmittal and such other documents as the Depositary may reasonably require, a former Tryp Shareholder (other than a Dissenting Shareholder) will be entitled to receive in exchange therefor, and as soon as practicable after the Effective Time, the Depositary will deliver to such former Tryp Shareholder, a Holding Statement representing the number of Consideration Shares which such former Tryp Shareholder is entitled to receive under the Arrangement.

In the event of a transfer of ownership of Tryp Shares which is not registered in the transfer records of Tryp, as the case may be, a certificate representing the proper number of Tryp Shares shall be delivered to a transferee if the certificate formerly representing such Tryp Shares is presented to the Depositary at its offices, accompanied by the foregoing documents together with all other documents required to evidence and effect such transfer.

Until surrendered, each certificate or DRS Advice that immediately prior to the Effective Time represented Tryp Shares will, subject to certain exceptions, be deemed at any time after the Effective Time to represent only the right to receive the aggregate Consideration Shares which the holder is entitled to receive in accordance with the Arrangement.

Registered Tryp Shareholders should return properly completed documents, including the Letter of Transmittal, by mail to P.O. Box 7021, 31 Adelaide St E, Toronto, ON, M5C 3H2, Attention: Corporate Actions and by registered mail, hand or courier to 100 University Avenue, 8th Floor, Toronto, ON, M5J 2Y1, Attention: Corporate Actions. Tryp Shareholders with questions regarding the deposit of their Tryp Shares should contact the Depositary by telephone at: 1-800-564-6253 (toll-free in North America) or 514-

982-7555 (international). Further information with respect to the Depositary is set forth in Letter of Transmittal.

In order for Registered Tryp Shareholders to receive the Consideration Shares payable to them under the Arrangement as soon as possible after the closing of the Arrangement, Registered Tryp Shareholders should submit their Tryp Shares and the Letter of Transmittal as soon as possible.

Registered Tryp Shareholders will not actually receive their respective Consideration Shares until the Arrangement is completed and they have returned their properly completed documents, including the Letter of Transmittal and certificate(s) representing their Tryp Shares, if applicable, to the Depositary.

In the event any certificate which immediately before the Effective Time represented one or more outstanding Tryp Shares in respect of which the holder was entitled to receive the Consideration Shares pursuant to the Arrangement are lost, stolen or destroyed, upon the making of an affidavit by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, one or more certificates representing one or more Consideration Shares (and any dividends or distributions with respect thereto) deliverable in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom the certificate representing Consideration Shares are to be issued shall, as a condition precedent to the issuance thereof, give a bond satisfactory to Exopharm and the Depositary in such sum as Exopharm may direct or otherwise indemnify Exopharm and the Depositary in a manner satisfactory to Exopharm and the Depositary against any claim that may be made against Exopharm or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed.

Where a certificate representing the Tryp Shares has been destroyed, lost or stolen, the Registered Tryp Shareholder of that certificate should immediately contact the Depositary by telephone at: 1-800-564-6253 (toll free in North America) or 514-982-7555 (international).

If the former Tryp Shareholder wishes to hold their Exopharm Shares in uncertificated form (i.e. via CHESS), then following the Effective Date, they will need to make arrangements with a CHESS participant to deposit their Exopharm Shares into CHESS. The Depositary will not be involved in facilitating this process.

Non-Registered Tryp Shareholders

Tryp Shareholders whose Tryp Shares are registered in the name of a broker, investment dealer or other intermediary should contact that broker, investment dealer or other intermediary for instructions and assistance in depositing their Tryp Shares with the Depositary. Non-Registered Holders of Tryp Shares do not need to return a Letter of Transmittal.

CHESS is the electronic settlement system operated by ASX Settlement Pty Limited enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by a written instrument. The Constitution of Exopharm permits the holding of Exopharm Shares under the CHESS system. Accordingly, settlement of transactions in respect of the Consideration Shares may take place within CHESS. Where Tryp Shares are currently registered in the name of a nominee such as CDS or DTC, brokers, investment dealers and other intermediaries are advised that in order to have the Exopharm Shares that the Non-Registered Holder is entitled to receive pursuant to the Arrangement deposited into CHESS, such intermediary must make arrangements with a CHESS participant to deposit such Exopharm Shares into

CHESS in accordance with the procedures set forth in the ASX Settlement Procedure Guidelines. As the procedures for depositing Exopharm Shares into CHESS may vary between individual CHESS participants, brokers, investment dealers and other intermediaries are encouraged to seek advice from their CHESS participant with respect to the process to be followed for depositing such Exopharm Shares into CHESS. The Depositary will not be involved in facilitating this process. Failure to provide accurate information to the Depositary or providing incomplete or inaccurate information will result in delays in the receipt of Exopharm Shares by such Non- Registered Tryp Shareholders.

In the event of any interruption, failure or breakdown of CHESS or the facilities and/or systems operated by the transfer agent for Exopharm or in the event that improper or incomplete CHESS details are provided, Holding Statements will be sent to shareholders.

**NON-REGISTERED HOLDERS OF TRYP SHARES SHOULD CONTACT THEIR BROKER, INVESTMENT DEALER OR OTHER INTERMEDIARY TO CONFIRM THAT THEIR BROKER, INVESTMENT DEALER OR OTHER INTERMEDIARY HAS MADE ARRANGEMENTS TO RECEIVE THE NUMBER OF EXOPHARM SHARES REQUIRED TO SATISFY THE CONSIDERATION SHARES PAYABLE TO SUCH NON-REGISTERED HOLDER PURSUANT TO THE ARRANGEMENT INCLUDING, AS APPLICABLE, TO SUBSEQUENTLY DEPOSIT EXOPHARM SHARES INTO CHESS. THE DEPOSITARY WILL NOT BE INVOLVED IN FACILITATING THIS PROCESS.**

**CHESS and Exopharm Sponsorship**

Exopharm will apply to participate in CHESS. All trading on the ASX will be settled through CHESS. ASX Settlement, a wholly owned subsidiary of the ASX, operates CHESS in accordance with the Listing Rules and the ASX Settlement Operating Rules. On behalf of Exopharm, the Share Registry will operate an electronic issuer sponsored sub-register and an electronic CHESS sub-register. The two sub-registers together make up Exopharm's principal register of securities.

Under CHESS, Exopharm will not issue certificates to shareholders. Rather, Holding Statements (similar to bank statements) will be sent to shareholders. Holding Statements will be sent either by CHESS (for shareholders who elect to hold their Exopharm Shares on the CHESS sub-register) or by Exopharm's Share Registry (for shareholders who elect to hold their securities on the issuer sponsored sub-register). The Holding Statements will set out the number of securities held by the shareholder and provide details of a shareholder's holder identification number (for shareholders who elect to hold Exopharm Shares on the CHESS sub-register) or shareholder reference number (for shareholders who elect to hold their Exopharm Shares on the issuer sponsored sub-register). Updated Holding Statements will also be sent to each shareholder at the end of each month in which there is a transaction on their holding, as required by the Listing Rules.

Cancellation of Rights after Two Years

To the extent that a former Tryp Shareholder has not complied with the provisions of the Arrangement described under the heading *"Procedure for Exchange of Tryp Shares"* in this Circular on or before the second anniversary of the Effective Date (the "**Final Proscription Date**"), on the second anniversary of the Effective Date (i) such former Tryp Shareholder will be deemed to have donated and forfeited to Exopharm or its successor any Consideration Shares held by the Depositary in trust for such former holder to which such former holder is entitled and (ii) any certificates or DRS Advices representing such Tryp Shares formerly held by such former holder will cease to represent a claim of any nature whatsoever and

will be deemed to have been surrendered to Exopharm and will be cancelled. Neither Tryp nor Exopharm, or any of their respective successors, will be liable to any person in respect of any Consideration (including any consideration previously held by the Depositary in trust for such former holder) which is forfeited to Tryp or Exopharm or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

Fractional Interest

In no event shall any holder of Tryp Shares be entitled to a fractional Consideration Share. Where the aggregate number of Consideration Shares to be issued to a former Tryp Shareholder as consideration under the Arrangement would result in a fraction of an Exopharm Share being issuable, the number of Consideration Shares to be received by such Tryp Shareholder shall be rounded down to the nearest whole Exopharm Share and such fraction shall be disregarded and cancelled without any additional consideration payable to the former Tryp Shareholder.

The foregoing information is a summary only. For further details of procedures, see the Plan of Arrangement attached as Apprendix "B" to this Circular.

Withholding Rights

Tryp, Exopharm and the Depositary will be entitled to deduct and withhold from any consideration otherwise payable to any former Tryp Shareholder under the Plan of Arrangement (including any payment to Dissenting Shareholders) such amounts as Tryp, Exopharm or the Depositary is required to deduct and withhold with respect to such payment under any provision of applicable Laws in respect of taxes. To the extent that such amounts are so deducted, withheld and remitted, such amounts shall be treated for all purposes as having been paid to the person to whom such amounts would otherwise have been paid, provided that such amounts are actually remitted to the appropriate governmental entity. To the extent necessary, such deductions and withholdings may be effected by selling any Exopharm Shares to which any such person may otherwise be entitled hereunder, and any amount remaining following the sale, deduction and remittance shall be paid to the person entitled thereto as soon as reasonably practicable.

**Treatment of Tryp Employee Options**

Each Tryp Employee Option which is outstanding and has not been duly exercised prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Tryp Employee Option Plan, will be exchanged for a Replacement Employee Option to purchase from Exopharm such number of Exopharm Shares (rounded down to the nearest whole number) equal to: (i) the Exchange Ratio, multiplied by (ii) the number of Tryp Shares subject to such Tryp Employee Option immediately prior to the Effective Time, at an exercise price per Exopharm Share (rounded up to the nearest whole cent) equal to (A) the exercise price per Tryp Share otherwise purchasable pursuant to such Tryp Employee Option immediately prior to the Effective Time, divided by (B) the Exchange Ratio, subject to further adjustments in accordance with Section 2.12 of the Arrangement Agreement and the applicable rules of the ASX. All other terms and conditions of the Replacement Employee Options will be the same as the Tryp Employee Options so exchanged, subject to the applicable rules of the ASX, and any document evidencing a Tryp Employee Option shall thereafter evidence and be deemed to evidence such Replacement Employee Option.

**Treatment of Tryp Warrants**

Notwithstanding the terms of the Tryp Founder Warrants, the Tryp Quoted Broker Warrants or the Tryp Unquoted Broker Warrants or any agreements or other arrangements relating to the Tryp Founder Warrants, the Tryp Quoted Broker Warrants or the Tryp Unquoted Broker Warrants, as applicable:

a) Each Tryp Founder Warrant outstanding immediately prior to the Effective Time shall be transferred to Exopharm in exchange for a Replacement Founder Option to purchase from Exopharm such number of Exopharm Shares (rounded down to the nearest whole number) equal to: (i) the Exchange Ratio, multiplied by (ii) the number of Tryp Shares subject to such Tryp Founder Warrant immediately prior to the Effective Time, at an exercise price per Exopharm Share (rounded up to the nearest whole cent) equal to (A) the exercise price per Tryp Share otherwise purchasable pursuant to such Tryp Founder Warrant immediately prior to the Effective Time, divided by (B) the Exchange Ratio, subject to further adjustments in accordance with Section 2.12 of the Arrangement Agreement and the applicable rules of the ASX. All other terms and conditions of the Replacement Founder Options will be the same as the Tryp Founder Warrant so exchanged, subject to the applicable rules of the ASX, and any document evidencing a Tryp Founder Warrant shall thereafter evidence and be deemed to evidence such Replacement Founder Option;

b) each Tryp Quoted Broker Warrant outstanding immediately prior to the Effective Time shall be transferred to the Exopharm in exchange for a Replacement Quoted Broker Option to purchase from Exopharm such number of Exopharm Shares (rounded down to the nearest whole number) equal to: (i) the Exchange Ratio, multiplied by (ii) the number of Tryp Shares subject to such Tryp Quoted Broker Warrant immediately prior to the Effective Time, at an exercise price per Exopharm Share (rounded up to the nearest whole cent) equal to (A) the exercise price per Tryp Share otherwise purchasable pursuant to such Tryp Quoted Broker Warrant immediately prior to the Effective Time, divided by (B) the Exchange Ratio, subject to further adjustments in accordance with Section 2.12 of the Arrangement Agreement and the applicable rules of the ASX**.** All other terms and conditions of the Replacement Quoted Broker Options will be the same as the Tryp Quoted Broker Warrants so exchanged subject to the applicable rules of the ASX, and any document evidencing a Tryp Quoted Broker Warrant shall thereafter r evidence and be deemed to evidence such Replacement Quoted Broker Option; and

c) each Tryp Unquoted Broker Warrant outstanding immediately prior to the Effective Time shall be transferred to Exopharm in exchange for a Replacement Unquoted Broker Option to purchase from Exopharm such number of Exopharm Shares (rounded down to the nearest whole number) equal to: (i) the Exchange Ratio, multiplied by (ii) the number of Tryp Shares subject to such Tryp Unquoted Broker Warrant immediately prior to the Effective Time, at an exercise price per Exopharm Share (rounded up to the nearest whole cent) equal to (A) the exercise price per Tryp Share otherwise purchasable pursuant to such Tryp Unquoted Broker Warrant immediately prior to the Effective Time, divided by (B) the Exchange Ratio, subject to further adjustments in accordance with Section 2.12 of the Arrangement Agreement and the applicable rules of the ASX. All other terms and conditions of the Replacement Unquoted Broker Options will be the same as the Tryp Unquoted Broker Warrant so exchanged, subject to the applicable rules of the ASX, and any document evidencing a Tryp Unquoted Broker Warrant shall thereafter evidence and be deemed to evidence such Replacement Unquoted Broker Option.

**Treatment of Tryp Convertible Debentures**

Each Tryp Convertible Debenture outstanding immediately prior to the Effective Time shall adjust in accordance with the terms and conditions of the Tryp Convertible Debentures.

**Treatment of Tryp Convertible Notes**

Each Tryp Convertible Note outstanding immediately prior to the Effective Time shall adjust in accordance with the terms and conditions of the Tryp Convertible Notes.

**Treatment of Tryp Lead Manager Warrant**

Each Tryp Lead Manager Warrant outstanding immediately prior to the Effective Time shall adjust in accordance with the terms and conditions thereof.

**Effective Date of Arrangement**

If (a) the Arrangement Resolution is approved at the Meeting; (b) the Final Order is obtained approving the Arrangement; (c) the required regulatory approvals to the Arrangement have been received by Exopharm and Tryp; (d) every requirement of the BCBCA relating to the Arrangement has been complied with; and (e) all other conditions disclosed under "*Information Concerning the Arrangement – The Arrangement Agreement – Conditions to the Arrangement*" and all other conditions contained in the Arrangement Agreement have been satisfied or waived and all documents agreed to be delivered under the Arrangement Agreement have been delivered, the Arrangement will become effective on the Effective Date at the Effective Time.

**Notwithstanding the approval of the Arrangement Resolution by the Tryp Securityholders and subject to the terms of the Arrangement Agreement, the Arrangement Resolution authorizes the directors of Tryp not to proceed with the Arrangement without further approval from the Tryp Shareholders.**

**Dissent Rights in Respect of the Arrangement**

As contemplated in the Plan of Arrangement and the Interim Order, Tryp has granted to Registered Tryp Shareholders who object to the Arrangement the Dissent Rights, which are set out in their entirety in Sections 237 to 247 of the BCBCA, as may be modified by the Interim Order and the Plan of Arrangement, copies of which are attached as Appendix "E", Appendix "C" and Appendix "B", respectively, to this Circular, and as may be modified by the Final Order. **A Registered Tryp Shareholder who wishes to exercise its Dissent Rights must strictly comply with the requirements of the Dissent Rights and failure to do so may result in the loss of such shareholder's Dissent Rights**. Accordingly, each Tryp Shareholder who might desire to exercise Dissent Rights should carefully consider and comply with the Dissent Rights and consult his, her or its legal advisor. See "*Rights of Dissenting Shareholders*".

**Risks Associated with the Arrangement**

Tryp Shareholders should carefully consider all of the information disclosed or referred to in this Circular prior to voting on the matters being put before them at the Meeting. In addition to the other information presented in this Circular, the following risk factors should be given special consideration:

*The Arrangement Agreement may be terminated in certain circumstances.*

Exopharm has the right to terminate the Arrangement Agreement in certain circumstances, including in circumstances outside the control of Tryp, such as the Tryp Required Approval of the Arrangement Resolution not being obtained. Accordingly, there is no certainty, nor can Tryp provide any assurance, that the Arrangement Agreement will not be terminated by Exopharm before the completion of the Arrangement.

*There can be no certainty that all conditions precedent to the Arrangement will be satisfied.*

The completion of the Arrangement is subject to a number of conditions precedents, certain of which are outside the control of Tryp, including receipt of the Final Order. There can be no certainty, nor can Tryp provide any assurance, that these conditions will be satisfied or, if satisfied, when they will be satisfied.

In addition, each of Tryp and Exopharm has the right to terminate the Arrangement Agreement in certain circumstances. Accordingly, there is no certainty, nor can Tryp provide any assurance, that the Arrangement Agreement will not be terminated by either Tryp or Exopharm before the completion of the Arrangement.

If the Arrangement is not completed, the ongoing business of Tryp may be adversely affected as a result of the costs (including opportunity costs) incurred in respect of pursuing the Arrangement, and Tryp could experience negative reactions from the financial markets, which could cause a decrease in the market price of Tryp Shares, particularly if the market price reflects market assumptions that the Arrangement will be completed or completed on certain terms. Failure to complete the Arrangement or a change in the terms of the Arrangement could each have a material adverse effect on Tryp's business, financial condition and results of operations.

If the Arrangement is not completed and Tryp Board decides to seek another merger or business combination, there can be no assurance that it will be able to find a party willing to pay consideration for Tryp Shares that is equivalent to, or more attractive than, the Consideration payable pursuant to the Arrangement.

*Tryp will incur costs.*

Certain costs related to the Arrangement, such as legal, accounting and certain advisor fees, must be paid by Tryp even if the Arrangement is not completed.

*Tryp and Exopharm may not realize the currently anticipated benefits of the Arrangement due to challenges associated with integrating the operations, technologies and personnel of Tryp with Exopharm.*

The anticipated success of the Combined Company following the Arrangement will depend in large part on the success of management in integrating the operations, technologies and personnel of Tryp with those of Exopharm after the Effective Date. The failure of Exopharm to achieve such integration could result in the failure of the Combined Company to realize the anticipated benefits of the Arrangement and could impair the results of operations, profitability and financial results of the Combined Company following completion of the Arrangement.

The overall integration of the operations, technologies and personnel of Tryp into Exopharm may also result in unanticipated operational problems, expenses, liabilities and diversion of management's time and attention.

*The consideration to be provided under the Arrangement will not be adjusted to reflect any change in the market value of the Exopharm Shares.*

Tryp Shareholders will receive a fixed number of Exopharm Shares under the Arrangement, rather than Exopharm Shares with a fixed market value. Because the number of Exopharm Shares to be received in respect of each Tryp Share under the Arrangement will not be adjusted to reflect any change in the market value of the Exopharm Shares, the market value of Exopharm Shares received under the Arrangement may vary significantly from the market value at the dates referenced in this Circular. If the market price of the Exopharm Shares increases or decreases, the value of the consideration that Tryp Shareholders receive pursuant to the Arrangement will correspondingly increase or decrease. There can be no assurance as to the market price of the Exopharm Shares at any time. Accordingly, the market price of the Exopharm Shares on the Effective Date could be lower than the market price of such shares on the date of the Meeting and/or the date of announcement of the Arrangement Agreement. In addition, the number of Exopharm Shares being issued in connection with the Arrangement will not change despite increases or decreases in the market price of Tryp Shares. Many of the factors that affect the market price of the Exopharm Shares and the Exopharm Shares are beyond the control of Exopharm and Tryp, respectively. These factors include without limitation, fluctuations in currency exchange rates, changes in the regulatory environment, prevailing conditions in the capital markets and interest rate fluctuations.

*The market price for the Tryp Shares may decline.*

If the Arrangement is not completed, the market price of the Tryp Shares may decline to the extent that the current market price of the Tryp Shares reflects a market assumption that the Arrangement will be completed. If the Arrangement is not completed and the Tryp Board decides to seek another merger or arrangement, there can be no assurance that it will be able to find a party willing to pay an equivalent or more attractive price than the total consideration to be paid pursuant to the Arrangement.

*The issuance of Exopharm Shares under the Arrangement and their subsequent sale may cause the market price of Exopharm Shares to decline.*

As of the Record Date, January 9, 2024, there were 439,423,066 Exopharm Shares issued and outstanding and there were 96,419,347 Tryp Shares issued and outstanding. After giving effect to the transactions contemplated by the Arrangement, including the Exopharm Consolidation, and assuming completion of the minimum Exopharm Capital Raise of AUD$6,000,000, there will be approximately 1,113,921,584 Exopharm Shares issued and outstanding of which approximately 57.29% will be held by former holders of Tryp securities (56.03% assuming completion of the maximum Exopharm Capital Raise of AUD$6,500,000).

The issuance of Exopharm Shares under the Arrangement and the resale of such Exopharm Shares may cause the market price of Exopharm Shares to decline.

*The Exopharm Shares to be received by Shareholders as a result of the Arrangement will have different rights from Tryp Shares*

Following completion of the Arrangement, Shareholders will no longer be shareholders of Tryp, a company governed by the BCBCA, but will instead be shareholders of Exopharm, a company governed by the ACA. There may be important differences between the current rights of Tryp Shareholders and the rights to which such shareholders will be entitled as shareholders of Exopharm under the ACA and Exopharm's constating documents.

*The Termination Fee, if triggered, and the terms of the Tryp Voting Support Agreements, may discourage other parties from attempting to acquire Tryp*

Under the Arrangement Agreement, Tryp is required to pay a Termination Fee of $1,000,000 to Exopharm in the event the Arrangement Agreement is terminated in certain circumstances (See "*Arrangement Agreement – Termination Fee*"). The Termination Fee may discourage other parties from attempting to acquire Tryp Shares or otherwise making an Acquisition Proposal, even if those parties would otherwise be willing to offer greater value to Tryp Shareholders than that offered by Exopharm under the Arrangement.

Furthermore, as noted above, each of the directors and senior officers of Tryp have entered into Tryp Voting Support Agreements which irrevocably commit them to, among other things, vote their Tryp securities in favour of the Arrangement and not in favour of any Acquisition Proposal or Superior Proposal; (See "*The Arrangement – Tryp Voting Support Agreements*"). As a result, the Tryp Voting Support Agreements may discourage other parties from attempting to acquire Tryp Shares, even if those parties would otherwise be willing to offer greater value to Tryp Shareholders than that offered by Exopharm under the Arrangement.

*While the Arrangement is pending, Tryp is restricted from taking certain actions*

The Arrangement Agreement restricts Tryp from taking specified actions until the Arrangement is completed without the consent of Exopharm which may adversely affect the ability of Tryp to execute certain business strategies including, but not limited to, the ability in certain cases to enter into or amend contracts, acquire or dispose of assets, incur indebtedness or incur capital expenditures. These restrictions may prevent Tryp from pursuing attractive business opportunities that may arise prior to the completion of the Arrangement.

*The pending Arrangement may divert the attention of Tryp's management*

The pending Arrangement could cause the attention of Tryp's management to be diverted from the day-to-day operations. These disruptions could be exacerbated by a delay in the completion of the Arrangement and could have an adverse effect on the business, operating results or prospects of Tryp regardless of whether the Arrangement is ultimately completed.

*Directors and senior officers of Tryp may have interests in the Arrangement that are different from those of the Tryp Securityholders*

In considering the recommendation of Tryp Board to vote **FOR** the Arrangement Resolution, Tryp Securityholders should be aware that certain directors and certain senior officers of Tryp may have interests in connection with the Arrangement that may present them with actual or potential conflicts of interest in connection with the Arrangement. See "*The Arrangement — Interests of Certain Persons in the Arrangement*".

*Following the completion of the Arrangement, the Combined Company may issue additional equity securities*

Following the completion of the Arrangement, the Combined Company may issue equity securities to finance its activities, including in order to finance acquisitions. If the Combined Company were to issue additional equity securities, the ownership interest of existing shareholders may be diluted and some or all of the Combined Company's financial measures on a per share basis could be reduced. Moreover, as the Combined Company's intention to issue additional equity securities becomes publicly known, the Combined Company's share price may be materially adversely affected.

*Potential payments to Tryp Shareholders who exercise Dissent Rights could have an adverse effect on the Combined Company's financial condition or prevent the completion of the Arrangement*

Registered Tryp Shareholders have the right to exercise Dissent Rights and demand payment equal to the fair value of their Tryp Shares in cash. If Dissent Rights are exercised in respect of a significant number of Tryp Shares, a substantial cash payment may be required to be made to such Tryp Shareholders, which could have an adverse effect on the Combined Company's financial condition and cash resources. Further, Tryp's and Exopharm's obligation to complete the Arrangement is conditional upon Tryp Shareholders holding no more than 10% of the outstanding Tryp Shares having exercised Dissent Rights. Accordingly, the Arrangement may not be completed if the Tryp Shareholders exercise Dissent Rights in respect of more than 10% of the outstanding Tryp Shares.

*The Arrangement will affect the rights of Tryp's Shareholders*

Following the completion of the Arrangement, Tryp Shareholders will no longer have a direct interest in Tryp, its assets, revenues or profits. In the event that the value of Tryp's assets or business, prior, at or after the Effective Date, exceeds the implied value of Tryp under the Arrangement, the Tryp Shareholders will not be entitled to additional consideration for their Tryp Shares.

**Risks Related to Tryp**

If the Arrangement is completed, Tryp will continue to face many of the risks that it currently faces with respect to its business, affairs, operations and future prospects. Many of such risk factors are set forth and described in Tryp's prospectus dated December 8, 2020 and other continuous disclosure filings, copies of which are available under the Tryp's profile on SEDAR+ at www.sedarplus.ca.

See *"Additional Information Concerning Tryp – Risk Factors"* in Appendix "F" to this Circular.

**Risks Related to Exopharm**

If the Arrangement is completed, Exopharm will continue to face many of the risks that it currently faces with respect to its business and affairs. See *"Additional Information Concerning Exopharm Before the Arrangement – Risk Factors"* in Appendix "G" to this Circular.

**Certain Canadian Federal Income Tax Considerations**

The following is, as of the date hereof, a general summary of the principal Canadian federal income tax considerations under the Tax Act relating to (i) the exchange of Tryp Shares for Exopharm Shares pursuant

to the Arrangement, and (ii) the ownership and disposition of such Exopharm Shares that are generally applicable to beneficial owners of Tryp Shares or holders who acquire Exopharm Shares as beneficial owners pursuant to the Arrangement, as applicable, and who, at all relevant times, for the purposes of the Tax Act, deal at arm's length with, and are not affiliated with, Tryp, Exopharm, or any of their respective affiliates, and hold their Tryp Shares, and will acquire and hold any Exopharm Shares received pursuant to the Arrangement, as capital property (each, a "**Holder**"), all within the meaning of the Tax Act. Tryp Shares and Exopharm Shares will generally be considered to be capital property to a Holder unless the Holder holds or uses the Tryp Shares or Exopharm Shares, or is deemed to hold or use the Tryp Shares or Exopharm Shares, in the course of carrying on a business of trading or dealing in securities or has acquired them or is deemed to have acquired them in a transaction or transactions considered to be an adventure or concern in the nature of trade.

This summary does not apply to a Holder: (i) that is a "financial institution" for purposes of the mark-to-market rules contained in the Tax Act, (ii) an interest in which is or would constitute a "tax shelter investment" as defined in the Tax Act, (iii) that is a "specified financial institution" as defined in the Tax Act, (iv) that reports its "Canadian tax results" in a currency other than Canadian currency, as defined in the Tax Act, (v) who received Tryp Shares or will receive Exopharm Shares upon exercise of a stock option, (vi) who has entered into or will enter into, with respect to their Tryp Shares or Exopharm Shares, a "synthetic disposition arrangement" or a "derivative forward agreement" as those terms are defined in the Tax Act, (vii) that is a corporation resident in Canada for purposes of the Tax Act whose investment in a non-resident corporation as part of a transaction or event or series of transactions or events that includes the acquisition of Exopharm Shares is subject to the foreign affiliate dumping rules in section 212.3 of the Tax Act, or (viii) that is exempt from tax under the Tax Act. **All such Holders should consult their own tax advisors with respect to the Arrangement, including the exchange of Tryp Shares for Exopharm Shares and the ownership and disposition of Exopharm Shares.**

This summary does not address the deductibility of interest by a Holder who has borrowed money or otherwise incurred debt in connection with the acquisition of Tryp Shares.

The tax treatment of holders of Tryp Convertible Securities is not addressed in this summary. **All holders of Tryp Convertible Securities should consult their own tax advisors with respect to the Arrangement**.

This summary is based on the facts set out in this Circular, the current provisions of the Tax Act in force as of the date hereof, specific proposals to amend the Tax Act (the "**Proposed Amendments**") which have been announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof, except for counsel's understanding of the published administrative policies and assessing practices of the Canada Revenue Agency (the "**CRA**") publicly available prior to the date of this Circular.

Except for the Proposed Amendments, this summary does not take into account or anticipate any other changes in law or any changes in the CRA's administrative policies and assessing practices, whether by way of judicial, governmental or legislative action or decision, nor does it take into account other federal or any provincial, territorial or foreign income tax legislation or considerations which may differ significantly from the Canadian federal income tax considerations discussed herein. No assurances can be given that the Proposed Amendments will be enacted as proposed or at all, or that legislative, judicial, or administrative changes will not modify or change the statements expressed herein.

**This summary is not exhaustive of all possible Canadian federal income tax considerations applicable to the Arrangement or the ownership and disposition of Exopharm Shares. This summary is of a general**

**nature only and is not intended to be, and should not be construed to be, legal, business or income tax advice to any particular Holder. Holders should consult their own income tax advisors with respect to the tax consequences applicable to them having regard to their own particular circumstances**.

Generally, for purposes of the Tax Act, all amounts relating to the acquisition, holding or disposition of Tryp Shares or Exopharm Shares (including dividends, adjusted cost base and proceeds of disposition) must be expressed in Canadian dollars. Amounts denominated in Australian dollars or another foreign currency must be converted into Canadian dollars using the daily exchange rate published by the Bank of Canada on the particular date the particular amount arose or such other rate of exchange as may be accepted by the CRA. Holders may therefore realize additional income or gain by virtue of changes in foreign exchange rates and are advised to consult with their own tax advisors in this regard. Currency-related tax issues are not discussed further in this summary.

**Holders Resident in Canada**

This part of the summary is generally applicable only to a Holder who, at all relevant times, and for purposes of the Tax Act, is resident, or is deemed to be resident, in Canada (a "**Resident Holder**"). Certain Resident Holders whose Tryp Shares or Exopharm Shares might not otherwise constitute capital property may be eligible to make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have their Tryp Shares, and every other "Canadian security" (as defined in the Tax Act) owned by such Resident Holder in the taxation year in which the election is made and in all subsequent taxation years, be deemed to be capital property. **Resident Holders contemplating such an election should first consult their own tax advisors.** This election is not available with respect to the Exopharm Shares.

*Exchange of Tryp Shares for Exopharm Shares Pursuant to the Arrangement*

Pursuant to the Arrangement, a Resident Holder, other than a Resident Dissenting Holder (as defined below), will exchange their Tryp Shares for Exopharm Shares. Such Resident Holder will have disposed of such Tryp Shares and will recognize a capital gain (or capital loss) to the extent that the fair market value of the Exopharm Shares received on the exchange exceeds (or is less than) their adjusted cost base in the Tryp Shares so disposed of, and any reasonable costs of disposition. For a description of the tax treatment of capital gains and capital losses, see "*Taxation of Capital Gains and Capital Losses*" below. The cost of the Exopharm Shares acquired on the exchange will be equal to the fair market value thereof. This cost will be averaged with the adjusted cost base of all other Exopharm Shares held by the Resident Holder as capital property for the purpose of determining the adjusted cost base of such Exopharm Shares.

*Dissenting Holders*

A Tryp Shareholder that is a Resident Holder who, as a result of exercising Dissent Rights in respect of the Arrangement (a "**Resident Dissenting Holder**"), receives a payment from Tryp in consideration for the Resident Dissenting Holder's Tryp Shares will be deemed to receive a taxable dividend equal to the amount by which the amount received (excluding interest awarded by a court) from Tryp exceeds the paid-up capital of the Resident Dissenting Holder's Tryp Shares. In the case of a Resident Dissenting Holder that is a corporation, in some circumstances, the amount of such deemed dividend may be treated as proceeds of disposition and not a dividend. See "*Taxation of Dividends*" below for a general description of the treatment of dividends under the Tax Act. The Resident Dissenting Holder will also be deemed to have received proceeds of disposition for the Tryp Shares equal to the amount (excluding interest awarded by a court) received by the Resident Dissenting Holder less the amount of the deemed dividend

referred to above. Consequently, the Resident Dissenting Holder will realize a capital gain (or capital loss) to the extent that such proceeds of disposition exceed (or are exceeded by) the adjusted cost base of such Resident Dissenting Holder's Tryp Shares. See "*Taxation of Capital Gains and Capital Losses*" below for a general description of the treatment of capital gains and losses under the Tax Act.

Interest awarded by a court and paid or payable, if any, to a Resident Dissenting Holder will be included in the Resident Dissenting Holder's income.

*Taxation of Dividends*

Dividends received or deemed to be received on Exopharm Shares held by a Resident Holder will be included in the Resident Holder's income for purposes of the Tax Act. Any withholding taxes paid under foreign law with respect to such dividends would generally qualify for a foreign tax credit against the Canadian tax otherwise payable by the Resident Holder under the Tax Act, subject to the detailed rules in the Tax Act respecting foreign tax credits.

Dividends received or deemed to be received in respect of Tryp Shares of a Resident Dissenting Holder will be included in the Resident Dissenting Holder's income for the purposes of the Tax Act. Such dividends received by a Resident Dissenting Holder who is an individual (including certain trusts) will be subject to the gross-up and dividend tax credit rules in the Tax Act normally applicable to taxable dividends received from taxable Canadian corporations.

*Disposition of Exopharm Shares*

A disposition or deemed disposition of a Exopharm Share by a Resident Holder (other than a disposition to Exopharm except where such disposition is the result of a purchase in the open market in the manner in which shares are normally purchased by a member of the public in the open market) will generally result in a capital gain (or a capital loss) to the extent that the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the Resident Holder of the Exopharm Share immediately before the disposition. For a description of the tax treatment of capital gains and capital losses, see "*Taxation of Capital Gains and Capital Losses*" below.

*Taxation of Capital Gains and Capital Losses*

Generally, one-half of the amount of any capital gain (a "**taxable capital gain**") realized by a Resident Holder in a taxation year will be required to be included in computing the Resident Holder's income for that year. A Resident Holder will be required to deduct one-half of the amount of any capital loss (an "**allowable capital loss**") realized in a taxation year from taxable capital gains realized by the Resident Holder in that year. Allowable capital losses in excess of taxable capital gains realized in a taxation year may be carried back to any of the three preceding taxation years or carried forward to any subsequent taxation year and deducted against net taxable capital gains realized in such years, subject to and in accordance with the detailed rules contained in the Tax Act.

The amount of any capital loss realized on the disposition of a Tryp Share or Exopharm Share by a Resident Holder that is a corporation may, to the extent and under the circumstances specified by the Tax Act, be reduced by the amount of any dividends received or deemed to have been received by the corporation on such share (or on a share for which such share is substituted or exchanged). Similar rules may apply where a corporation is, directly or through a trust or partnership, a beneficiary of a trust or a member of

a partnership that owns such shares. Resident Holders to whom these rules may be relevant should consult their own tax advisors.

Capital gains realized by a Resident Holder who is an individual or a trust, other than certain specified trusts, will be taken into account in determining liability for minimum tax under the Tax Act.

*Additional Refundable Tax*

A Resident Holder that is throughout the year a "Canadian-controlled private corporation", as defined in the Tax Act or, a "substantive CCPC" (as proposed to be defined in the Tax Act under certain Tax Proposals), may be liable to pay an additional refundable tax on certain investment income for the year, including taxable capital gains realized, and interest and dividends received or deemed to be received (but not dividends or deemed dividends that are deductible in computing taxable income).

*Eligibility for Investment*

The Exopharm Shares, provided they are listed on a designated stock exchange as defined in the Tax Act (which currently includes the ASX) at the Effective Time (and at all relevant times), will be qualified investments under the Tax Act for a trust governed by a registered retirement savings plan ("**RRSP**"), a registered retirement income fund ("**RRIF**"), a registered disability savings plan ("**RDSP**"), a registered education savings plan ("**RESP**"), a tax free savings account ("**TFSA**") or a deferred profit sharing plan, as those terms are defined in the Tax Act.

Notwithstanding that Exopharm Shares may be qualified investments for a TFSA, RRSP, RRIF, RDSP or RESP (a "**Registered Plan**"), the holder, the subscriber or annuitant of the Registered Plan, as the case may be, will be subject to a penalty tax in respect of Exopharm Shares held in a Registered Plan if such Exopharm Shares are a "prohibited investment" for the purposes of the Tax Act. Exopharm Shares will generally not be a "prohibited investment" for a Registered Plan unless the holder, subscriber or annuitant of the Plan, as the case may be, (i) does not deal at arm's length with Exopharm for purposes of the Tax Act, or (ii) has a "significant interest" (as defined in the Tax Act) in Exopharm. In addition, Exopharm Shares will not be a prohibited investment for a Registered Plan if such shares are "excluded property" (as defined in the Tax Act) for such Registered Plan.

**Resident Holders who intend to hold Exopharm Shares in their Registered Plans should consult their own tax advisors in regard to the application of these rules in their particular circumstances.**

**Holders Not Resident in Canada**

This part of the summary is generally applicable only to a Holder who, at all relevant times, for purposes of the Tax Act is neither resident nor deemed to be resident in Canada, and does not use or hold, and is not deemed to use or hold, Tryp Shares or Exopharm Shares in connection with carrying on a business in Canada (a "**Non-Resident Holder**"). This part of the summary is not applicable to Non-Resident Holders that are insurers carrying on an insurance business in Canada and elsewhere or an "authorized foreign bank" (as defined in the Tax Act).

*Exchange of Tryp Shares for Exopharm Shares Pursuant to the Arrangement*

Pursuant to the Arrangement, a Non-Resident Holder, other than Dissenting Non-Resident Holders (as defined below), will exchange their Tryp Shares for Exopharm Shares. Such exchange will result in a capital gain (or capital loss) to the extent that the fair market value of the Exopharm Shares received on the exchange exceeds (or is less than) their adjusted cost base in the Tryp Shares so disposed of, and any reasonable costs of disposition.

A Non-Resident Holder (including a Dissenting Non-Resident Holder) will not be subject to tax under the Tax Act on any capital gain realized on a disposition or deemed disposition of Tryp Shares unless the Tryp Shares constitute "taxable Canadian property" and the Non-Resident Holder is not entitled to relief under an applicable income tax treaty or convention.

Generally, a Tryp Share, will not constitute taxable Canadian property of a Non-Resident Holder at the time of disposition provided that such share is listed on a designated stock exchange (which includes the CSE) at that time, unless at any time during the 60-month period immediately preceding the disposition: (i) one or any combination of (a) the Non-Resident Holder, (b) persons with whom the Non-Resident Holder does not deal at arm's length, and (c) partnerships in which the Non-Resident Holder or a person described in (b) holds a membership interest directly or indirectly through one or more partnerships, owned 25% or more of the issued shares of any class or series of the capital stock of Tryp, and (ii) more than 50% of the fair market value of such share was derived directly or indirectly from one or any combination of real or immovable property situated in Canada, "Canadian resource property" (as defined in the Tax Act), "timber resource property" (as defined in the Tax Act), and options in respect of, or interests in, or civil law rights in, any such properties (whether or not such property exists). In certain circumstances set out in the Tax Act, Tryp Shares may be deemed to be "taxable Canadian property".

In the event the Tryp Shares are, or are deemed to be, "taxable Canadian property" to the Non-Resident Holder but not "treaty-protected property" to the Non-Resident Holder at the time of disposition, the consequences to such Non-Resident Holder will generally be the same as described above under the heading "*Holders Resident in Canada – Exchange of Tryp Shares for Exopharm Shares*".

**Non-Resident Holders whose Tryp Shares may constitute taxable Canadian property should consult their own tax advisors for advice having regard to their particular circumstances.**

*Non-Resident Dissenting Holders*

A Non-Resident Holder who validly exercises Dissent Rights in respect of the Arrangement (a "**Dissenting Non-Resident Holder**") will be deemed to have transferred such Dissenting Non-Resident Holder's Tryp Shares to Tryp and will be entitled to receive a payment from Tryp of an amount equal to the fair value of such Dissenting Non-Resident Holder's Tryp Shares. A Dissenting Non-Resident Holder will be deemed to receive a taxable dividend equal to the amount, if any, by which such payment (other than any portion of the payment that is interest, if any, awarded by the Court) exceeds the "paid-up capital" (computed for the purpose of the Tax Act) of the Dissenting Non-Resident Holder's Tryp Shares immediately before their transfer to Tryp pursuant to the Arrangement. Any such dividend will be subject to Canadian non-resident withholding tax under the Tax Act at a rate of 25% of the gross amount of the dividend, unless the rate is reduced by an applicable income tax treaty or convention.

A Dissenting Non-Resident Holder of Tryp Shares will also be considered to have disposed of such Tryp Shares for proceeds of disposition equal to the amount paid to such Dissenting Non-Resident Holder less an amount in respect of interest, if any, awarded by the Court and the amount of any deemed dividend.

A Dissenting Non-Resident Holder will generally not be subject to income tax under the Tax Act in respect of any capital gain realized on a disposition of Tryp Shares pursuant to the exercise of their Dissent Rights unless such Tryp Shares constitute, or are deemed to constitute, "taxable Canadian property" of the Dissenting Non-Resident Holder and the Dissenting Non-Resident Holder is not entitled to relief under an applicable income tax treaty or convention. See the discussion above under the heading "*Holders Not Resident in Canada – Exchange of Tryp Shares for Exopharm Shares*".

Any interest paid or credited to a Dissenting Non-Resident Holder will generally not be subject to Canadian withholding tax under the Tax Act.

**Dissenting Non-Resident Holders who are contemplating exercising their Dissent Rights should consult their own tax advisors with respect to the Canadian federal income tax consequences of exercising their Dissent Rights**.

*Taxation of Dividends*

Dividends received on the Exopharm Shares by Non-Resident Holders will not be subject to Canadian taxation.

*Disposition of Exopharm Shares*

A Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain realized on a disposition or deemed disposition of a Exopharm Share acquired pursuant to the Arrangement provided the Exopharm Share is not "taxable Canadian property" as defined in the Tax Act.

**Other Income Tax Considerations**

This Circular does not contain any discussion as to the application of the United States or Australian income tax Laws, or the income tax Laws of any other jurisdiction, to the exchange of Tryp Shares for Exopharm Shares, or the exchange of Tryp Convertible Securities for Replacement Options as contemplated by the Arrangement. Accordingly, holders of Tryp Shares, Tryp Employee Options and Tryp Warrants resident outside of Canada should consult their own tax advisers for advice with respect to the tax implications of the Arrangement, including any associated filing requirements, in their jurisdiction to an exchange of their securities.

**Securities Laws and Considerations**

The following is a brief summary of the Securities Laws considerations applicable to the Arrangement.

*Status under Canadian Securities Laws*

Following the completion of the Arrangement, Exopharm will be a "reporting issuer" in the Provinces of British Columbia, Alberta, and Ontario and the Exopharm Shares will be listed on the ASX (symbol: TYP). Tryp is a "reporting issuer" in the Provinces of British Columbia, Alberta and Ontario and the Tryp Shares are listed on the CSE (symbol: TRYP). Concurrent with the completion of the Arrangement, and assuming the Tryp Shareholders approve the Delisting Resolution by the requisite majority, Tryp intends to take steps to delist from the CSE.

*Issuance and Resale of Exopharm Shares under Canadian Securities Laws*

The issue of the Exopharm Shares and Replacement Options to the Tryp Securityholders under the Plan of Arrangement constitutes a distribution of securities which is exempt from the registration and prospectus requirements of applicable Canadian Securities Laws. The Exopharm Shares and Replacement Options issued to former Tryp Securityholders may be resold in each of the provinces and territories of Canada, provided Exopharm is and has been a reporting issuer for the four months immediately preceding the trade, the holder is not a "control person" as defined in the applicable Canadian Securities Laws, no unusual effort is made to prepare the market or create a demand for those securities, no extraordinary commission or consideration is paid in respect of that sale and, if the holder is an insider or officer of Exopharm , the holder has no reasonable grounds to believe that Exopharm is in default of applicable Canadian Securities Laws.

**Each Tryp Securityholder is urged to consult such securityholder's professional advisers to determine the conditions and restrictions applicable to trades in the Exopharm Shares** and **Replacement Options to which such Tryp Securityholder is entitled under the Arrangement. Resales of any such securities acquired in connection with the Arrangement may be required to be made through properly registered securities dealers.**

*U.S. Securities Laws*

The following discussion is a general overview of certain requirements of U.S. federal Securities Laws that may be applicable to Tryp Shareholders reselling their Exopharm Shares in the United States. All Tryp Shareholders are urged to consult with their own legal counsel to ensure that any subsequent U.S. resale of Exopharm Shares issued or distributed to them under the Arrangement complies with applicable Securities Laws.

The following discussion does not address applicable Canadian Securities Laws that will apply to the issue of Exopharm Shares or the resale within Canada of these securities by Tryp Shareholders. Tryp Shareholders reselling their Exopharm Shares in Canada must comply with applicable Canadian Securities Laws, as outlined elsewhere in this Circular.

Exemption from the Registration Requirements of the U.S. Securities Act

The Exopharm Shares to be received by Tryp Shareholders pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or the Securities Laws of any state of the United States and will be issued and distributed, respectively, in reliance upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act and exemptions provided under the Securities Laws of each state of the United States in which Tryp Shareholders reside. Section 3(a)(10) of the U.S. Securities Act exempts from the general registration requirements under the U.S. Securities Act, securities issued in exchange for one or more *bona fide* outstanding securities, or partly in such exchange and partly for cash, where the terms and conditions of the issuance and exchange are approved by a court of competent jurisdiction that is expressly authorized by Law to grant such approval, after a hearing upon the fairness of such terms and conditions of such issuance and exchange at which all persons to whom the securities will be issued in such exchange have the right to appear and receive timely notice thereof.

On February 7, 2024, Tryp obtained the Interim Order, a copy of which is attached as Appendix "C" to this Circular. Subject to the terms of the Arrangement Agreement and, if the Arrangement Resolution is approved at the Meeting, Tryp will apply to the Court for the Final Order at the Kelowna Law Courts, 1355

Water Street, Kelowna, British Columbia on or about March 11, 2024, at 9:45 a.m. (Kelowna time) or as soon thereafter as counsel may be heard. Please see the Notice of Hearing of Petition, attached as Appendix "D" to this Circular, with respect to the hearing of the application for the Final Order for further information on participating or presenting evidence at the hearing for the Final Order. All Tryp Shareholders are entitled to appear and be heard at this hearing. If the Arrangement Resolution is approved by the requisite majority, then final approval of the Court must be obtained before the Arrangement may proceed. The Court has been advised that the Final Order, if granted, will constitute the basis for an exemption from the registration requirements of the U.S. Securities Act, pursuant to Section 3(a)(10) thereof, with respect to the issuance of the Exopharm Shares pursuant to the Arrangement.

Resales of Exopharm Shares within the United States after the Completion of the Arrangement

The Exopharm Shares receivable by Tryp Shareholders pursuant to the Arrangement will be freely tradable under the U.S. Securities Act, except by persons who are "affiliates" of Exopharm after the Arrangement or were affiliates of Exopharm within 90 days prior to completion of the Arrangement. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through ownership of voting securities, by contract or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer. Typically, persons who are executive officers, directors or 10% or greater shareholders of an issuer are considered to be its "affiliates".

Any resale of such Exopharm Shares by such an affiliate (or, if applicable, former affiliate) may be subject to the registration requirements of the U.S. Securities Act, absent an exemption therefrom. In general, persons who are "affiliates" of Exopharm after the Arrangement or were affiliates of Exopharm within 90 days prior to completion of the Arrangement will be entitled to sell pursuant to Rule 144 under the U.S. Securities Act, during any three-month period, those Exopharm Shares that they receive pursuant to the Arrangement, provided that the number of such securities sold does not exceed the greater of one percent of the then outstanding securities of such class or the average weekly trading volume of Exopharm Shares on a United States securities exchange during the four calendar week period preceding the date of sale, subject to specified restrictions on manner of sale requirements, aggregation rules, notice filing requirements and the availability of current public information about the issuer. Subject to certain limitations, such affiliates (and former affiliates) may immediately resell such Exopharm Shares outside the United States without registration under the U.S. Securities Act pursuant to and in accordance with Regulation S under the U.S. Securities Act. The foregoing discussion is only a general overview of certain requirements of the U.S. Securities Act applicable to the resale of the Exopharm Shares receivable by Tryp Shareholders upon completion of the Arrangement. **All holders of such securities are urged to consult with counsel to ensure that the resale of their securities complies with applicable securities legislation.**

Exercise or Conversion of Tryp Convertible Securities and Re-Sale of Exopharm Shares Issuable Thereto

The Exopharm Shares issuable upon exercise or conversion, as applicable, of the Tryp Convertible Securities may not be issued in reliance upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act and the Tryp Convertible Securities may be exercised or converted, as applicable, only pursuant to an available exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws. Prior to the issuance of Exopharm Shares pursuant to any such exercise or conversion after the Effective Time, Exopharm may require evidence (which may include in an opinion

of counsel) reasonably satisfactory to Exopharm to the effect that the issuance of such Exopharm Shares does not require registration under the U.S. Securities Act or applicable state securities laws.

Exopharm Shares received upon exercise or conversion of Tryp Convertible Securities after the Effective Time by holders in the United States or who are U.S. Persons will be "restricted securities", as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and may not be resold unless such securities are registered under the U.S. Securities Act and all applicable state securities laws or unless an exemption from such registration requirements is available. Subject to certain limitations, any Exopharm Shares issuable upon the exercise or conversion of Tryp Convertible Securities may be resold outside the United States without registration under the U.S. Securities Act pursuant to Regulation S in an "offshore transaction" (as such term is defined in Regulation S) over the CSE.

*MI 61-101*

MI 61-101 regulates certain transactions to ensure equality of treatment among securityholders, generally requiring enhanced disclosure, approval by a majority of securityholders excluding "interested parties" or "related parties", independent valuations and, in certain instances, approval and oversight of the transaction by a special committee of independent directors. The protections of MI 61-101 generally apply to "business combinations" (as defined in MI 61-101) that terminate the interests of securityholders without their consent (regardless of whether the equity security is replaced with another security). MI 61-101 provides that, in certain circumstances, where a "related party" of an issuer (as defined in MI 61-101) is entitled to receive a "collateral benefit" (as defined in MI 61-101) in connection with an arrangement, such transaction may be considered a "business combination" for the purposes of MI 61-101 and as a result such related party will be an "interested party" (as defined in MI-61-101) and the issuer may be subject to valuation and minority approval requirements. A "related party" includes directors, executive officers and shareholders holding over 10% of the issued and outstanding shares of the issuer.

A "collateral benefit" (as defined in MI 61-101) includes any benefit that a related party of Tryp is entitled to receive as a consequence of the Arrangement, including without limitation, an increase in salary, a lump sum payment, a payment for surrendering securities or other enhancement in benefits related to services as an employee, director or consultant of Tryp. MI 61-101 excludes from the meaning of collateral benefit a payment per security that is identical in amount and form to the entitlement of the general body of holders in Canada of securities of the same class, as well as certain benefits to a related party received solely in connection with the related party's services as an employee or director of an issuer, of an affiliated entity of such issuer or of a successor to the business of such issuer where (a) the benefit is not conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the related party for securities relinquished under the transaction; (b) the conferring of the benefit is not, by its terms, conditional on the related party supporting the transaction in any manner; (c) full particulars of the benefit are disclosed in the disclosure document for the transaction; and (d) either (i) at the time of the transaction the related party and his or her associated entities beneficially own, or exercise control or direction over, less than 1% of the outstanding securities of each class of equity securities of the issuer (the "**1% Exemption**"), or (ii) the related party discloses to an independent committee of the issuer the amount of consideration that he or she expects to be beneficially entitled to receive, under the terms of the transaction, in exchange for the equity securities he or she beneficially owns and the independent committee acting in good faith determines that the value of the benefit, net of any offsetting costs to the related party, is less than 5% of the value of the consideration the related party will receive pursuant to the terms of the transaction for the equity securities it beneficially owns, and the independent committee's determination is disclosed in the disclosure document for the transaction.

The Arrangement does not constitute an issuer bid, business combination, insider bid or a related party transaction for the purposes of MI 61-101. In assessing whether the Arrangement could be considered to be a "business combination" for the purposes of MI 61-101, Tryp reviewed all benefits or payments which related parties of Tryp are entitled to receive, directly or indirectly, as a consequence of the Arrangement to determine whether any constituted a collateral benefit. To the knowledge of Tryp, no related party of Tryp is receiving a "collateral benefit" in connection with the Arrangement for the purposes of MI 61-101 except for Peter Molloy and James Gilligan. If Tryp completes a financing for minimum gross proceeds of AUD$5,000,000 on or prior to February 28, 2024, Mr. Molloy is entitled to be granted 750,000 Tryp Employee Options and Dr. Gilligan is entitled to be granted 2,000,000 Tryp Employee Options; and, each of Mr. Molloy and Dr. Gilligan are entitled to receive cash bonuses of USD$25,000. Each of Mr. Molloy and Dr. Gilligan qualify for the 1% Exemption as each of them, together with their respective associated entities, beneficially own, or exercise control or direction over, less than 1% of the outstanding Tryp Shares.

See "*Information Concerning the Arrangement – Interests of Certain Persons in the Arrangement*".

## RIGHTS OF DISSENTING SHAREHOLDERS

As contemplated in the Plan of Arrangement and the Interim Order, copies of which are attached as Appendix "B" and Appendix "C", respectively, to this Circular, Tryp has granted to registered Tryp Shareholders who object to the Arrangement the Dissent Rights. The Dissent Rights adopt the dissent procedures set forth in Division 2 of Part 8 of the BCBCA, as may be modified by the Plan of Arrangement, the Interim Order and the Final Order. A copy of Division 2 of Part 8 of the BCBCA is attached as Appendix "E" to this Circular.

The following is a summary of the Dissent Rights. Such summary is not a comprehensive statement of the procedures to be followed by a Tryp Shareholder who seeks to exercise such Dissent Rights and is qualified in its entirety by reference to the full text of the Plan of Arrangement, the Interim Order, and Division 2 of Part 8 of the BCBCA, which are attached as Appendix "B", Appendix "C" and Appendix "E", respectively, to this Circular.

**The Dissent Rights are technical and complex. Any Tryp Shareholders who wish to exercise their Dissent Rights should seek independent legal advice, as failure to comply strictly with the Dissent Rights may result in the loss or unavailability of their right of dissent.**

Registered Tryp Shareholders may exercise rights of dissent ("**Dissent Rights**") in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in Sections 237 to 247 of the BCBCA (collectively, the "**Dissent Procedures**"), provided that the written notice setting forth the objection of such Registered Tryp Shareholder to the Arrangement contemplated by Section 242 of the BCBCA must be received by Tryp not later than 4:00 p.m. (Kelowna time) on the Business Day that is two (2) Business Days before the Meeting.

Tryp Shareholders who duly and validly exercise Dissent Rights with respect to their Tryp Shares ("**Dissenting Shares**") and who:

(a) are ultimately entitled to be paid fair value for their Dissenting Shares, will be deemed to have transferred their Dissenting Shares to Tryp and shall be paid an amount equal to such fair value by Tryp out of its separate assets; or

(b) for any reason are ultimately not entitled to be paid fair value for their Dissenting Shares, will be deemed to have participated in the Arrangement on the same basis as a non-dissenting Tryp Shareholder and will receive Exopharm Shares on the same basis as every other non-dissenting Tryp Shareholder,

but in no case will Tryp or Exopharm be required to recognize such persons as holding Tryp Shares on or after the Effective Date. For greater certainty, in no case shall Tryp, Exopharm or any other Person be required to recognize Dissenting Shareholders as Tryp Shareholders after the Effective Time, and the names of such Dissenting Shareholders shall be deleted from the central register of holders of Tryp Shares as of the Effective Time.

In addition to any other restrictions set forth in the BCBCA, none of the following shall be entitled to exercise Dissent Rights: (i) Tryp Shareholders who vote, or who have instructed a proxyholder to vote, in favour of the Arrangement Resolution; and (ii) holders of Tryp Convertible Securities.

Non-Registered Holders of Tryp Shares who wish to dissent with respect to their Tryp Shares should be aware that only Registered Tryp Shareholders may exercise Dissent Rights in respect of Tryp Shares registered in such holder's name. In many cases, Tryp Shares beneficially owned by a Non-Registered Holder are registered either (i) in the name of an Intermediary; or (ii) in the name of a clearing agency (such as CDS & Co.) of which the Intermediary is a participant. Accordingly, Non-Registered Holders of Tryp Shares will not be entitled to exercise their Dissent Rights directly, unless the Tryp Shares are re-registered in the Non-Registered Holder's name and the procedures to exercise Dissent Rights are strictly complied with. **A Non-Registered Holder of Tryp Shares who wishes to exercise Dissent Rights should immediately contact the Intermediary with whom such Non-Registered Holder deals in respect of its Tryp Shares and either: (i) instruct such Intermediary to exercise the Dissent Rights on such Non-Registered Holder's behalf (which, if the Tryp Shares are registered in the name of CDS & Co. or other clearing agency, may require that the Tryp Shares first be re-registered in the name of such Intermediary), or (ii) instruct such Intermediary to re-register such Tryp Shares in the name of such Non-Registered Holder, in which case such Non-Registered Holder would be able to exercise the Dissent Rights directly without the involvement of such Intermediary.**

A dissenting Shareholder ("**Dissenting Shareholder**") must dissent with respect to all Tryp Shares in which the holder owns a beneficial interest. A Registered Tryp Shareholder who wishes to dissent must deliver written notice of dissent (a "**Notice of Dissent**") which must be received by Tryp at its address for such purpose by (i) mail or hand delivery to 301 – 1665 Ellis Street, Kelowna, British Columbia, V1W 3E9, Attention: Keith Inman; or (ii) facsimile transmission to 250-762-9115 and such Notice of Dissent must strictly comply with the requirements of the Dissent Rights. **Pursuant to the Plan of Arrangement and the Interim Order, the Notice of Dissent must be received by Tryp not later than 4:00 p.m. (Kelowna time) on the Business Day that is two (2) Business Days before the Meeting or on the Business Day that is two (2) Business days preceding any date to which the Meeting may be postponed or adjourned.** Any failure by a Dissenting Shareholder to strictly comply with the Dissent Rights may result in the loss of that holder's Dissent Rights. A Non-Registered Holder who wishes to exercise Dissent Rights must arrange for the Registered Tryp Shareholder holding their Tryp Shares to deliver the Notice of Dissent in strict compliance with the Dissent Rights or for beneficially owned Tryp Shares to be registered in his, her or its name.

The delivery of a Notice of Dissent does not deprive a Dissenting Shareholder of the right to vote at the Meeting on the Arrangement Resolution; however, the Plan of Arrangement and Interim Order provide that a Dissenting Shareholder who has delivered a Notice of Dissent and who votes in favour of the

Arrangement Resolution will no longer be considered a Dissenting Shareholder. A Tryp Shareholder need not vote its Tryp Shares against the Arrangement Resolution in order to dissent. A vote against the Arrangement Resolution, whether in person or by proxy, does not constitute a Notice of Dissent.

A Dissenting Shareholder must prepare a separate Notice of Dissent for himself, herself or itself, if dissenting on his, her or its own behalf, and for each other person who beneficially owns Tryp Shares registered in the Dissenting Shareholder's name and on whose behalf the Dissenting Shareholder is dissenting; and must dissent with respect to all of the Tryp Shares registered in his, her or its name beneficially owned by the Non-Registered Holders on whose behalf he, she or it is dissenting.

The Notice of Dissent must set out the name and address of the Dissenting Shareholder, the number of Tryp Shares in respect of which the Notice of Dissent is being given (the "**Notice Shares**") and whichever of the following is applicable: (a) if the Notice Shares constitute all of the Tryp Shares of which the Dissenting Shareholder is both the registered and beneficial owner and the Dissenting Shareholder holds no other Tryp Shares as beneficial owner, a statement to that effect; (b) if the Notice Shares constitute all of the Tryp Shares of which the Dissenting Shareholder is both the registered and beneficial owner but the Dissenting Shareholder owns additional Tryp Shares beneficially, a statement to that effect and the names of the Registered Tryp Shareholders of such additional Tryp Shares, the number of such additional Tryp Shares held by each of those registered owners and a statement that Notices of Dissent are being, or have been, sent with respect to all such additional Tryp Shares; or (c) if the Dissent Rights are being exercised by a Registered Tryp Shareholder on behalf of a Non-Registered Holder who is not the Dissenting Shareholder, a statement to that effect and the name and address of the Non-Registered Holder and a statement that the Registered Tryp Shareholder is dissenting with respect to all Tryp Shares of the Non-Registered Holder that are registered in such Registered Tryp Shareholder's name.

Tryp is required, promptly after the later of: (i) the date on which it forms the intention to proceed with the Arrangement and (ii) the date on which the Notice of Dissent was received, to notify each Dissenting Shareholder of its intention to act on the Arrangement Resolution. If the Arrangement Resolution is approved and if Tryp notifies the Dissenting Shareholders of its intention to act upon the Arrangement Resolution, the Dissenting Shareholder is then required, within one month after Tryp gives such notice, to send to Tryp the certificates representing the Notice Shares if such shares are certificated, and a written statement that requires Exopharm to purchase all of the Notice Shares. If the Dissent Right is being exercised by the Dissenting Shareholder on behalf of a Non-Registered Holder who is not the Dissenting Shareholder, a statement signed by the Non-Registered Holder is required which sets out whether the Non-Registered Holder is the beneficial owner of other Tryp Shares and, if so, (i) the names of the registered owners of such Tryp Shares; (ii) the number of such Tryp Shares; and (iii) that dissent is being exercised in respect of all of such Tryp Shares. Upon delivery of these documents, the Dissenting Shareholder is deemed to have sold the Tryp Shares and Tryp is deemed to have purchased them. Once the Dissenting Shareholder has done this, the Dissenting Shareholder may not vote or exercise any shareholder rights in respect of the Notice Shares.

The Dissenting Shareholder and Tryp may agree on the payout value of the Notice Shares; otherwise, either party may apply to the Court to determine the payout value of the Notice Shares or apply for an order that value be established by arbitration or by reference to the registrar or a referee of the Court. After a determination of the payout value of the Notice Shares, Tryp must then promptly pay that amount to the Dissenting Shareholder. Pursuant to the Plan of Arrangement, Tryp is required to pay the payout value of the Notice Shares out of its separate assets.

A Dissenting Shareholder loses his, her or its Dissent Rights if, before full payment is made for the Notice Shares, Tryp abandons the corporate action that has given right to the Dissent Right (namely the Arrangement), a court permanently enjoins the action, or the Dissenting Shareholder withdraws the Notice of Dissent with Tryp's consent. When these events occur, Tryp must return the share certificates, if applicable, to the Dissenting Shareholder and the Dissenting Shareholder regains the ability to vote and exercise shareholder rights.

The discussion above is only a summary of the Dissent Rights, which are technical and complex. A Tryp Shareholder who intends to exercise Dissent Rights should carefully consider and comply with the provisions of Division 2 of Part 8 of the BCBCA, as may be modified by the Interim Order, the Plan of Arrangement and the Final Order. **Persons who are Non-Registered Holders of Tryp Shares registered in the name of an Intermediary or in some other name, who wish to dissent should be aware that only the registered owner of such Tryp Shares is entitled to dissent.**

It is suggested that any Tryp Shareholder wishing to avail himself or herself of the Dissent Rights seek his or her own legal advice as failure to comply strictly with the applicable provisions of the BCBCA, as modified by the Interim Order and the Plan of Arrangement, may prejudice the availability of such Dissent Rights. Dissenting Shareholders should note that the exercise of Dissent Rights can be a complex, time-consuming and expensive process.

Section 246 of the BCBCA outlines certain events when Dissent Rights will cease to apply where such events occur before payment is made to the Dissenting Shareholders of the fair value of the Tryp Shares surrendered (including if the Arrangement Resolution is not approved or is otherwise not proceeded with). In such events, the Dissenting Shareholder will be entitled to the return of the applicable share certificate(s), if any, and rights as a Tryp Shareholder in respect of the applicable Tryp Shares will be regained.

Any Tryp Shareholder wishing to avail himself or herself of the Dissent Rights that, for any reason, does not properly fulfill the dissent procedures in accordance with the applicable requirements, acts inconsistently with such dissent, or who, for any other reason, is not entitled to be paid the fair value of their Tryp Shares shall be treated as if the Tryp Shareholder had participated in the Arrangement on the same basis as a non-dissenting Tryp Shareholder.

It is a condition to the completion of the Arrangement that holders of no more than 10% of the issued and outstanding Tryp Shares have exercised Dissent Rights in respect of the Arrangement.

## INTERESTS OF INFORMED PERSONS AND OTHERS IN MATERIAL TRANSACTIONS

Except as disclosed in this Circular, no informed person (as defined in Securities Laws) of Tryp, any proposed director of Tryp, or any associate or affiliate of the foregoing, has had any material interest, direct or indirect, in any transaction, or proposed transaction, since the commencement of the most recently completed financial year of Tryp, that has materially affected or would materially affect any of Tryp or its subsidiaries.

On April 26, 2023, Tryp completed a private placement (the "**Debenture Private Placement**") of an aggregate principal amount of AUD$2.4 million Tryp Convertible Debentures. Dr. William Garner, an informed person of Tryp, acquired an aggregate principal amount of AUD$1.2 million Tryp Convertible Debentures pursuant to the Debenture Private Placement. Chris Ntoumenopoulos, a director of Tryp, acquired an aggregate principal amount of AUD$100,000 Tryp Convertible Debentures pursuant to the

Debenture Private Placement and also received certain fees from the lead manager for the Debenture Private Placement.

On October 4, 2023 and November 20, 2023, Jason Carroll, Chief Executive Officer of Tryp, acquired aggregate principal amounts of AUD$175,000 and AUD$375,000, respectively, of Tryp Convertible Notes pursuant to private placements completed by Tryp.

## INTERESTS OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

Except as disclosed in this Circular, Tryp is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any director or executive officer or anyone who has held office as such since the beginning of Tryp's last financial year, any proposed nominee for election as a director of Tryp, or any associate or affiliate of the foregoing, in any matter to be acted on at the Meeting other than the election of directors.

## AUDITORS AND TRANSFER AGENT

The auditor of Tryp is Smythe LLP located in Vancouver, British Columbia. Smythe LLP was first appointed as auditor of Tryp on May 21, 2020 and is independent in accordance with the Institute of Chartered Accountants of British Columbia.

The registrar and transfer agent for the Tryp Shares is Computershare at its office in Vancouver, British Columbia.

## INTEREST OF EXPERTS

The following persons and companies have prepared certain sections of this Circular and/or Appendices attached hereto as described below or are named as having prepared or certified a report, statement or opinion in or incorporated by reference in this Circular.

| Name of Expert | Nature of Relationship |
|---|---|
| Smythe LLP[(1)] | Auditors of Tryp |
| William Buck Audit (Vic) Pty Ltd[(2)] | Auditors of Exopharm |

Notes:

(1) Smythe LLP is independent in accordance with the Institute of Chartered Accountants of British Columbia.

(2) William Buck Audit (Vic) Pty Ltd is independent in accordance with the auditor independence requirement of the ACA and the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (including Independence Standards).

## OTHER MATTERS

Management of Tryp is not aware of any matters to come before the Meeting other than as set forth in the Notice that accompanies this Circular. If any other matter properly comes before the Meeting, it is the intention of the persons named in the enclosed forms of Proxy to vote the Affected Securities, as applicable, represented thereby in accordance with their best judgment on such matter.

## ADDITIONAL INFORMATION CONCERNING TRYP

Additional information relating to Tryp is contained in Appendix "F" to this Circular and also under its profile on the SEDAR+ website at www.sedarplus.ca. Financial and other information of Tryp is provided in its audited consolidated financial statements and management's discussion and analysis for the financial year ended August 31, 2023, which can be found under Tryp's profile on SEDAR+ at www.sedarplus.ca and will be sent without charge to any securityholder upon request by contacting the office of the Chief Financial Officer at joneill@tryptherapeutics.ca.

## ADDITIONAL INFORMATION CONCERNING EXOPHARM

Upon completion of the Arrangement, each Tryp Shareholder entitled to Exopharm Shares under the Plan of Arrangement will become a shareholder of Exopharm and Tryp will be a wholly-owned subsidiary of Exopharm.

Additional information relating to Exopharm, including information relating to Exopharm following completion of the Arrangement, is contained in this Circular in Appendix "G" – *Additional Information Concerning Exopharm Before the Arrangement* and Appendix "H" – *Additional Information Concerning Exopharm After the Arrangement.*

## APPROVAL OF BOARD

The contents and the sending of this Circular have been approved by the Tryp Board.

DATED this 26th day of January, 2024.

**BY ORDER OF THE TRYP BOARD OF DIRECTORS**

*(signed) "Jason Carroll"*

Jason Carroll
Chief Executive Officer
Tryp Therapeutics Inc.

**APPENDIX "A"**

**FORM OF ARRANGEMENT RESOLUTION**

**BE IT RESOLVED THAT:**

The arrangement (the "**Arrangement**") under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") of Tryp Therapeutics Inc. (the "**Company**"), as more particularly described and set forth in the management proxy circular (the "**Circular**") dated January 26, 2024 of the Company accompanying the notice of this meeting (as the Arrangement may be amended, modified or supplemented in accordance with the arrangement agreement (as it may be amended, the "**Arrangement Agreement**")) made as of December 8, 2023 and amended on January 25, 2024 between the Company and Exopharm Limited ACN 163 765 991 is hereby authorized, approved and adopted.

1. The plan of arrangement of the Company (as it has been or may be amended, modified or supplemented in accordance with the Arrangement Agreement (the "**Plan of Arrangement**")), the full text of which is set out in Appendix "B" to the Circular, is hereby authorized, approved and adopted.

2. The (i) Arrangement Agreement and related transactions, (ii) actions of the directors of the Company in approving the Arrangement Agreement, and (iii) actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement, and any amendments, modifications or supplements thereto, are hereby ratified and approved.

3. The Company is hereby authorized to apply for a final order from the Supreme Court of British Columbia to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be amended, modified or supplemented and as described in the Circular).

4. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the securityholders of the Company or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of the Company are hereby authorized and empowered to, without notice to or approval of the securityholders of the Company, (i) amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted thereby and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and related transactions.

5. Any officer or director of the Company is hereby authorized and directed for and on behalf of the Company to execute and deliver such documents as are necessary or desirable to give effect to the Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such documents.

6. Any officer or director of the Company is hereby authorized and directed for and on behalf of the Company to execute or cause to be executed and to deliver or cause to be delivered all such other documents and instruments and to perform or cause to be performed all such other acts and things as such person determines may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or instrument or the doing of any such act or thing.

**APPENDIX "B"**

**PLAN OF ARRANGEMENT**
**UNDER DIVISION 5 OF PART 9**
**OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)**

(see materials attached hereto)

# PLAN OF ARRANGEMENT

## ARTICLE 1.
## INTERPRETATION

### 1.1 Definitions

Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Arrangement Agreement and the following terms shall have the following meanings (and grammatical variations of such terms shall have corresponding meanings):

"**Arrangement**" means an arrangement pursuant to the provisions of Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations to this Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or Section 5.1 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

"**Arrangement Agreement**" means the arrangement agreement dated as of December 8, 2023 between the Purchaser and the Company, as same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, providing for, among other things, the Arrangement.

"**Arrangement Issued Securities**" means all securities to be issued by the Purchaser pursuant to the Arrangement, including the Purchaser Shares to be issued as Consideration.

"**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement to be considered at the Company Meeting.

"**ASX**" means ASX Limited (or, where the context requires, the securities market operated by it).

"**BCBCA**" means the *Business Corporations Act* (British Columbia).

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Melbourne, Australia or Vancouver, British Columbia.

"**Closing Certificate**" means a certificate in the form attached hereto as Appendix "A" which, when signed by an authorized representative of each of the Parties, will constitute acknowledgement by the Parties that this Plan of Arrangement has been implemented to their respective satisfaction.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Company**" means Tryp Therapeutics Inc., a company existing under the laws of the Province of British Columbia.

"**Company Convertible Noteholders**" means the holders of Company Convertible Notes.

"**Company Convertible Notes**" means the convertible notes of the Company, convertible into Purchaser Shares with options to purchase Purchaser Shares in accordance with their terms.

"**Company Debentureholders**" means the holders of Company Debentures.

"**Company Debentures**" means the outstanding convertible debentures of the Company, as amended, convertible into Purchaser Shares in accordance with their terms.

"**Company Employee Options**" means outstanding options to purchase Company Shares issued to directors, previous directors, key management and consultants of the Company pursuant to the Company Option Plan or otherwise.

"**Company Founder Warrants**" means the outstanding warrants to purchase Company Shares held by a founder or its respective transferees.

"**Company Lead Manager Warrants**" means the warrants to purchase Purchaser Shares held by ACNS Capital Markets Pty Ltd T/A Alto Capital.

"**Company Meeting**" means the special meeting of Company Voting Securityholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution, which Company Meeting may also include annual shareholder meeting and other matters.

"**Company Option Plan**" means the Company's stock option plan, dated October 26, 2023.

"**Company Optionholders**" means the holders of the Company Employee Options.

"**Company Quoted Broker Warrants**" means the outstanding quoted broker warrants to purchase Company Shares issued by the Company to certain brokers pursuant to warrant certificates.

"**Company Securityholders**" means, collectively, the Company Shareholders, the Company Optionholders, the Company Warrantholders, the Company Debentureholders and the Company Convertible Noteholders.

"**Company Shareholders**" means the registered and beneficial holders of the Company Shares, as the context requires, except that with respect to Dissent Rights, Company Shareholders refers only to registered shareholders.

"**Company Shares**" means the common shares in the authorized share capital of the Company.

"**Company Unquoted Broker Warrants**" means the outstanding unquoted broker warrants to purchase Company Shares issued by the Company to certain brokers pursuant to warrant certificates.

"**Company Voting Securityholders**" means, collectively, the Company Shareholders, the Company Optionholders and the Company Warrantholders.

"**Company Warrantholder**" means the registered or beneficial holders of the Company Quoted Broker Warrants, Company Unquoted Broker Warrants and the Company Founder Warrants, as the context requires.

"**Consideration**" means the consideration to be received by Company Shareholders pursuant to this Plan of Arrangement as consideration for their Company Shares, consisting of 3.616 post-Purchaser Consolidation Purchaser Shares for each Company Share, subject to further adjustments in accordance with Section 2.12 of the Arrangement Agreement.

"**Corporations Act**" means the *Corporations Act 2001* (Cth), as amended.

"**Court**" means the Supreme Court of British Columbia.

"**CSE**" means the Canadian Securities Exchange.

"**Depositary**" means Computershare Trust Company of Canada, or any other depositary or trust company, bank or financial institution as the Purchaser may appoint to act as depositary with the approval of the Company, acting reasonably, for the purpose of, among other things, exchanging certificates representing Company Shares for Consideration Shares in connection with the Arrangement.

"**Dissent Rights**" has the meaning specified in Section 3.1.

"**Dissenting Shareholder**" means a registered holder of Company Shares as of the Record Date who has properly exercised its Dissent Rights in accordance with Section 3.1 and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Right and who is ultimately determined to be entitled to be paid the fair value of its Company Shares.

"**DRS Advice**" means a Direct Registration System advice.

"**Effective Date**" means the date specified as the "Effective Date" on the Closing Certificate upon which the Arrangement becomes effective.

"**Effective Time**" means 12:01 a.m. (Vancouver Time) on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date.

"**Exchange Ratio**" means 3.616 post-Purchaser Consolidation Purchaser Shares for each Company Share.

"**Fair Market Value**" means the volume weighted average trading price of the Company Shares on the CSE for the five (5) trading day period immediately prior to the Effective Date.

"**Final Order**" means the final order of the Court, after being informed of the intention to rely upon the Section 3(a)(10) Exemption from registration under the U.S. Securities Act in connection with the issuance of the Arrangement Issued Securities to Company Securityholders that are in the United States, made pursuant to Section 291 of the BCBCA, after a hearing upon the fairness of the terms and conditions of the Arrangement, in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied,

as affirmed or as amended (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably) on appeal.

"**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision, agent or authority of any of the foregoing, (iii) any quasi- governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange, including the CSE and the ASX.

"**Holding Statement**" means a statement issued by the Share Registry detailing the number of Purchaser Shares and (as applicable) Replacement Employee Options, Replacement Founder Options, Replacement Quoted Broker Options and Replacement Unquoted Broker Options to be issued to a Company Securityholder.

"**Interim Order**" means the interim order of the Court contemplated by Section 2.2 of the Arrangement Agreement, after being informed of the intention to rely upon the Section 3(a)(10) Exemption from registration under the U.S. Securities Act in connection with the issuance of the Arrangement Issued Securities to Company Securityholders that are in the United States, and made pursuant to Section 291 of the BCBCA, in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Company Meeting, as such order may be amended by the Court with the consent of the Company and the Purchaser, each acting reasonably.

"**Law**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended.

"**Letter of Transmittal**" means the letter of transmittal to be sent by the Company to certain Company Securityholders in connection with the Arrangement.

"**Lien**" means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachments, option, right of first refusal or first offer, occupancy right, covenant, assignment, lien (statutory or otherwise), defect of title, or restriction or adverse right or claim, or other third party interest or encumbrance of any kind, in each case, whether contingent or absolute.

"**Parties**" means the Company and the Purchaser and "Party" means any one of them.

"**Person**" includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

"**Plan of Arrangement**" means this plan of arrangement and any amendments or variations made in accordance with Section 8.1 of the Arrangement Agreement or Section 5.1 of this Plan of

Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

"**Purchaser**" means Exopharm Limited ACN 163 765 991, a company existing under the laws of Australia.

"**Purchaser Consolidation**" means the consolidation of the Purchaser Shares on the basis of one (1) post-consolidation Purchaser Share for each two and a half (2.5) pre-consolidation Purchaser Shares.

"**Purchaser Shares**" means the ordinary shares in the capital of the Purchaser.

"**Record Date**" means the record date for determining Company Voting Securityholders entitled to vote at the Company Meeting.

"**Replacement Employee Options**" means options of the Purchaser to purchase Purchaser Shares to be issued to former Company Optionholders.

"**Replacement Founder Options**" means options of the Purchaser to purchase Purchaser Shares to be issued to the former holder of the Company Founder Warrants.

"**Replacement Quoted Broker Options**" means options of the Purchaser to purchase Purchaser Shares to be issued to former holders of the Company Quoted Broker Warrants.

"**Replacement Unquoted Broker Options**" means options of the Purchaser to purchase Purchaser Shares to be issued to former holders of the Company Unquoted Broker Warrants.

"**Section 3(a)(10) Exemption**" means the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof.

"**Share Registry**" means Automic Group, or any other share registry or financial institution as the Purchaser may appoint to act as share registry with the approval of the Company, acting reasonably, for the purpose of, among other things, issuing certificates or holding statements for Purchaser Shares and other securities of the Purchaser, as applicable, in connection with the Arrangement.

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any State of the United States and the District of Colombia.

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

**1.2 Certain Rules of Interpretation.**

In this Agreement, unless otherwise specified:

(1) **Headings, etc**. The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Plan of Arrangement.

(2) **Currency**. All references to dollars or to $ are references to Canadian dollars unless indicated otherwise.

(3) **Gender and Number**. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(4) **Certain Phrases, etc**. Wherever the word "including," "includes" or "include" is used in this Plan of Arrangement, it shall be deemed to be followed by the words "without limitation." The phrase "the aggregate of," "the total of," "the sum of" or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of."

(5) **Statutes**. Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been, or may from time to time be, amended or re-enacted, unless stated otherwise.

(6) **Computation of Time**. A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day.

(7) **Time References**. References to time are to local time, Vancouver, British Columbia.

## ARTICLE 2.
## THE ARRANGEMENT

### 2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, is subject to the provisions of and forms part of the Arrangement Agreement.

### 2.2 Binding Effect

(1) This Plan of Arrangement and the Arrangement will become effective at, and be binding at and after, the times referred to in Section 2.3 on: (i) the Company, (ii) the Purchaser, (iii) all registered and beneficial Company Shareholders (including Dissenting Shareholders), (iv) the Depositary, (v) the Share Registry, (vi) the Company Optionholders; (vii) the Company Warrantholders; (viii) the Company Debentureholders; and (ix) the Company Convertible Noteholders, in each case without any further act or formality required on the part of the Court, the Registrar or any other Person.

(2) As at and from the completion of the steps set out in Section 2.3:

(a) the Company will be an indirect wholly-owned subsidiary of the Purchaser;

(b) the rights of creditors against the property and interests of the Company will be unimpaired by the Arrangement; and

(c) Company Shareholders, other than Dissenting Shareholders, will hold Purchaser Shares in replacement for their Company Shares, as provided by this Plan of Arrangement.

**2.3 Arrangement**

Commencing at the Effective Time, each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality, in each case, effective as at two-minute intervals starting at the Effective Time, except as indicated otherwise:

(a) each Company Share outstanding immediately prior to the Effective Time held by a Dissenting Shareholder in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred (free and clear of all Liens), without any further act or formality by or on behalf of any Dissenting Shareholder, to the Company for cancellation, in consideration for a debt claim against the Company for the amount determined under Article 3, and:

(i) such Dissenting Shareholder shall cease to be the registered holder of such Company Share and to have any rights as a Company Shareholder other than the right to be paid fair value for such Company Share, set out in Section 3.1;

(ii) such Dissenting Shareholder's name shall be removed as the registered holder of Company Shares from the applicable register of Company Shareholders maintained by or on behalf of the Company;

(b) each Company Share outstanding immediately prior to the Effective Time (other than a Company Share held by a Dissenting Shareholder in respect of which Dissent Rights have been validly exercised under Section 3.1) shall, without any further action by or on behalf of such Company Shareholder, be deemed to be assigned and transferred by the holder thereof to the Purchaser solely in exchange for the issuance by the Purchaser to the holder thereof of the Consideration, and:

(i) each registered holder of such Company Shares shall cease to be the registered holder thereof and to have any rights as a Company Shareholder other than the right to be paid the Consideration pursuant to this Section 2.3(b) and in accordance with this Plan of Arrangement;

(ii) the name of each such registered holder shall be removed from the register of the Company Shareholders maintained by or on behalf of the Company; and

(iii) the Purchaser shall be deemed to be the transferee of such Company Shares free and clear of all Liens and shall be entered in the register of the Company Shareholders maintained by or on behalf of the Company.

(c) notwithstanding the terms of the Company Option Plan or any agreements or other arrangements relating to the Company Employee Options, each Company

Employee Option outstanding immediately prior to the Effective Time, whether vested or unvested, shall be transferred to the Purchaser in exchange for a Replacement Employee Option to purchase from the Purchaser such number of Purchaser Shares (rounded down to the nearest whole number) equal to: (i) the Exchange Ratio, multiplied by (ii) the number of Company Shares subject to such Company Employee Option immediately prior to the Effective Time, at an exercise price per Purchaser Share (rounded up to the nearest whole cent) equal to (A) the exercise price per Company Share otherwise purchasable pursuant to such Company Employee Option immediately prior to the Effective Time, divided by (B) the Exchange Ratio, subject to further adjustments in accordance with Section 2.12 of the Arrangement Agreement and the applicable rules of the ASX. All other terms and conditions of the Replacement Employee Options will be the same as the Company Employee Options so exchanged, subject to the applicable rules of the ASX, and any document evidencing a Company Employee Option shall thereafter evidence and be deemed to evidence such Replacement Employee Option;

(d) notwithstanding the terms of the Company Founder Warrants, the Company Quoted Broker Warrants or the Company Unquoted Broker Warrants or any agreements or other arrangements relating to the Company Founder Warrants, the Company Quoted Broker Warrants or the Company Unquoted Broker Warrants, as applicable:

(i) each Company Founder Warrant outstanding immediately prior to the Effective Time shall be transferred to the Purchaser in exchange for a Replacement Founder Option to purchase from the Purchaser such number of Purchaser Shares (rounded down to the nearest whole number) equal to: (i) the Exchange Ratio, multiplied by (ii) the number of Company Shares subject to such Company Founder Warrant immediately prior to the Effective Time, at an exercise price per Purchaser Share (rounded up to the nearest whole cent) equal to (A) the exercise price per Company Share otherwise purchasable pursuant to such Company Founder Warrant immediately prior to the Effective Time, divided by (B) the Exchange Ratio, subject to further adjustments in accordance with Section 2.12 of the Arrangement Agreement and the applicable rules of the ASX. All other terms and conditions of the Replacement Founder Options will be the same as the Company Founder Warrant so exchanged, subject to the applicable rules of the ASX, and any document evidencing a Company Founder Warrant shall thereafter evidence and be deemed to evidence such Replacement Founder Option;

(ii) each Company Quoted Broker Warrant outstanding immediately prior to the Effective Time shall be transferred to the Purchaser in exchange for a Replacement Quoted Broker Option to purchase from the Purchaser such number of Purchaser Shares (rounded down to the nearest whole number) equal to: (i) the Exchange Ratio, multiplied by (ii) the number of Company Shares subject to such Company Quoted Broker Warrant immediately prior to the Effective Time, at an exercise price per Purchaser Share (rounded up to the nearest whole cent) equal to (A) the exercise price per Company Share

otherwise purchasable pursuant to such Company Quoted Broker Warrant immediately prior to the Effective Time, divided by (B) the Exchange Ratio, subject to further adjustments in accordance with Section 2.12 of the Arrangement Agreement and the applicable rules of the ASX**.** All other terms and conditions of the Replacement Quoted Broker Options will be the same as the Company Quoted Broker Warrant so exchanged subject to the applicable rules of the ASX, and any document evidencing a Company Quoted Broker Warrant shall thereafter evidence and be deemed to evidence such Replacement Quoted Broker Option; and

(iii) each Company Unquoted Broker Warrant outstanding immediately prior to the Effective Time shall be transferred to the Purchaser in exchange for a Replacement Unquoted Broker Option to purchase from the Purchaser such number of Purchaser Shares (rounded down to the nearest whole number) equal to: (i) the Exchange Ratio, multiplied by (ii) the number of Company Shares subject to such Company Unquoted Broker Warrant immediately prior to the Effective Time, at an exercise price per Purchaser Share (rounded up to the nearest whole cent) equal to (A) the exercise price per Company Share otherwise purchasable pursuant to such Company Unquoted Broker Warrant immediately prior to the Effective Time, divided by (B) the Exchange Ratio, subject to further adjustments in accordance with Section 2.12 of the Arrangement Agreement and the applicable rules of the ASX. All other terms and conditions of the Replacement Unquoted Broker Options will be the same as the Company Unquoted Broker Warrant so exchanged, subject to the applicable rules of the ASX, and any document evidencing a Company Unquoted Broker Warrant shall thereafter evidence and be deemed to evidence such Replacement Unquoted Broker Option;

(e) each Company Debenture outstanding immediately prior to the Effective Time shall adjust in accordance with the terms and conditions of the Company Debentures;

(f) each Company Convertible Note outstanding immediately prior to the Effective Time shall adjust in accordance with the terms and conditions of the Company Convertible Notes; and

(g) each Company Lead Manager Warrant outstanding immediately prior to the Effective Time shall adjust in accordance with the terms and conditions thereof.

**2.4 No Fractional Purchaser Shares**

In no event shall any fractional Purchaser Shares be issued under this Plan of Arrangement. Where the aggregate number of Purchaser Shares to be issued to a Company Shareholder as consideration under this Plan of Arrangement would result in a fraction of a Purchaser Share being issuable, then the number of Purchaser Shares to be issued to such Company Shareholder shall be rounded down to the closest whole Purchaser Share.

**2.5 U.S. Securities Laws**

Notwithstanding any provision herein to the contrary, the Company and the Purchaser each agree that this Plan of Arrangement will be carried out with the intention that, and they will use their commercially reasonable best efforts to ensure that, all Arrangement Issued Securities to be issued to Company Securityholders pursuant to Section 2.3, whether in the United States, Canada or any other country, will be issued in reliance on the Section 3(a)(10) Exemption and similar exemptions under applicable state securities laws, and pursuant to the terms, conditions and procedures set forth in the Arrangement Agreement and this Plan of Arrangement.

## ARTICLE 3.
## RIGHTS OF DISSENT

### 3.1 Rights of Dissent

Each registered holder of Company Shares as of the Record Date may exercise dissent rights with respect to any Company Shares held by such holder ("**Dissent Rights**") in connection with the Arrangement pursuant to and in the manner set forth in Division 2 of Part 8 of the BCBCA, as modified by the Interim Order and this Section 3.1, provided that, notwithstanding Section 242(1)(a) of the BCBCA, the written objection to the Arrangement Resolution referred to in Section 242(1)(a) of the BCBCA must be received by the Company not later than 5:00 p.m. (Vancouver time) two Business Days immediately preceding the date of the Company Meeting (as it may be adjourned or postponed from time to time). Each Dissenting Shareholder that duly exercises such holder's Dissent Rights shall, notwithstanding anything to the contrary in Section 245 of the BCBCA, be deemed to have transferred the Company Shares held by such holder and in respect of which Dissent Rights have been validly exercised to the Company for cancellation free and clear of all Liens (other than the right to be paid fair value for such Company Shares as set out in this Section 3.1), as provided in Section 2.3(a) and if they:

(a) ultimately are entitled to be paid fair value for such Company Shares: (i) shall be deemed not to have participated in the transactions in Article 2 (other than Section 2.3(a)); (ii) will be entitled to be paid the fair value of such Company Shares by the Company (solely with Company funds not directly or indirectly provided by Purchaser or its affiliates), which fair value, notwithstanding anything to the contrary contained in the BCBCA, shall be determined as of the close of business on the Business Day before the Arrangement Resolution was adopted; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holder not exercised their Dissent Rights in respect of such Company Shares; or

(b) ultimately are not entitled, for any reason, to be paid fair value for such Company Shares, shall be deemed to have participated in the Arrangement as of the Effective Date on the same basis as a Company Shareholder that is not a Dissenting Shareholder and shall be entitled to receive only the Consideration contemplated by Section 2.3(b) hereof that such Dissenting Shareholder would have received pursuant to the Arrangement if such Dissenting Shareholder had not exercised its Dissent Rights.

### 3.2 Recognition of Dissenting Shareholders

(a) In no circumstances shall the Purchaser, the Company or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Company Shares as of the Record Date in respect of which such rights are sought to be exercised.

(b) For greater certainty, in no case shall the Purchaser, the Company or any other Person be required to recognize Dissenting Shareholders as holders of Company Shares in respect of which Dissent Rights have been validly exercised after the Effective Time, and the names of such Dissenting Shareholders shall be removed from the Company's central securities register in respect of those Company Shares at the same time as the event described in Section 2.3(a) occurs.

(c) In addition to any other restrictions under Division 2 of Part 8 of the BCBCA, none of the following shall be entitled to exercise Dissent Rights: (i) Company Optionholders; (ii) Company Warrantholders; and (iii) holders of Company Shares who vote or have instructed a proxyholder to vote such Company Shares in favour of the Arrangement Resolution (but only in respect of such Company Shares).

## ARTICLE 4.
## CERTIFICATES AND PAYMENTS

### 4.1 Payment and Delivery of Consideration

(a) Following receipt of the Final Order and the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of the conditions set out in Article 6 of the Arrangement Agreement (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date), the Purchaser shall instruct the Share Registry to issue the Purchaser Shares to the Depositary in escrow (the terms of such escrow to be satisfactory to the Company and the Purchaser, each acting reasonably) to satisfy the Consideration issuable to the Company Shareholders pursuant to this Plan of Arrangement (other than Company Shareholders who have validly exercised Dissent Rights and who have not withdrawn their notice of objection).

(b) Upon surrender to the Depositary for cancellation of a certificate or DRS Advice which immediately prior to the Effective Time represented outstanding Company Shares that were transferred pursuant to Section 2.3(b), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, such Company Shareholder shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such Company Shareholder, a Holding Statement representing the number of Purchaser Shares to which such Company Shareholder is entitled to receive under the Arrangement, which Purchaser Shares will be registered in such name or names and either (A) delivered to the address or addresses as such Company Shareholder directed in their Letter of Transmittal, or (B) made available for pick up at the offices of the Depositary, in accordance with the instructions of the Company Shareholder in the Letter of Transmittal, and any certificate or DRS Advice

representing Company Shares so surrendered shall forthwith thereafter be cancelled.

(c) Until surrendered as contemplated by this Section 4.1, each certificate or DRS Advice that immediately prior to the Effective Time represented Company Shares (other than Company Shares in respect of which Dissent Rights have been validly exercised and not withdrawn), shall be deemed after the Effective Time to represent only the right to receive upon such surrender the Consideration in lieu of such certificate or DRS Advice as contemplated in this Section 4.1, less any amounts withheld pursuant to Section 4.3. Any such certificate or DRS Advice formerly representing Company Shares not duly surrendered on or before the second anniversary of the Effective Date shall cease to represent a claim by or interest of any former Company Shareholder of any kind or nature against or in the Company or the Purchaser. On such date, all Consideration to which such former holder was entitled shall be deemed to have been surrendered to the Purchaser and shall be delivered by the Depositary to the Purchaser or as directed by the Purchaser.

(d) Any payment made by way of cheque by the Depositary pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary or that otherwise remains unclaimed, in each case, on or before the second anniversary of the Effective Time, and any right or claim to payment hereunder that remains outstanding on the second anniversary of the Effective Time, shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the applicable Consideration pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser for no consideration.

**4.2 Lost Certificates**

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Company Shares that were transferred pursuant to Section 2.3 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, the Consideration that such Company Shareholder has the right to receive in accordance with Section 2.3 and such Company Shareholder's Letter of Transmittal. When authorizing such exchange for any lost, stolen or destroyed certificate, the Person to whom such Consideration is to be delivered shall, as a condition precedent to the delivery of such Consideration, give a bond satisfactory to the Purchaser and the Depositary (each acting reasonably) in such sum as the Purchaser may direct (acting reasonably), or otherwise indemnify the Purchaser and the Depositary in a manner satisfactory to the Purchaser and the Depositary (acting reasonably) against any claim that may be made against the Purchaser or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed.

**4.3 Withholding Rights**

The Purchaser, the Company or the Depositary shall be entitled to deduct and withhold from any amount payable to any Person under this Plan of Arrangement, such amounts as the Purchaser, the Company or the Depositary, acting reasonably, determines are required or permitted to be deducted and withheld with respect to such payment under the Tax Act or any provision of any other Law.

To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made, provided that such amounts are actually remitted to the appropriate Governmental Entity. Each of the Purchaser, the Company and the Depositary shall be permitted to sell, otherwise dispose of or to deliver to a licensed securities broker, on behalf of any Person, such portion of the Purchaser Shares or any other consideration deliverable under the Arrangement to such Person as is necessary to provide sufficient funds to enable the Purchaser, the Company or the Depositary to deduct, withhold or remit any amount for purposes of this Section 4.3 and the Purchaser, the Company or the Depositary, as the case may be, shall notify the applicable Person of the details of such disposition, including the gross and net proceeds and any adjustments thereto, and shall remit any unapplied balance of the net proceeds of such sale or other disposition to the Person (after the deduction of all fees, commissions or costs in respect of the sale).

### 4.4 Extinction of Rights

If, following the Effective Times, any former Company Shareholder fails to deliver to the Depositary the certificates, documents or instruments required to be delivered to the Depositary under Section 4.1 or Section 4.2 in order for such former Company Shareholder to receive the Consideration which such former holder is entitled to receive pursuant to Section 2.3, on or before the second anniversary of the Effective Date on the second anniversary of the Effective Date (i) such former holder will be deemed to have donated and forfeited to the Purchaser or its successor any Consideration held by the Depositary in trust for such former holder to which such former holder is entitled and (ii) any certificate representing Company Shares formerly held by such former holder will cease to represent a claim of any nature whatsoever and will be deemed to have been surrendered to the Purchaser and will be cancelled. Neither the Company nor the Purchaser, or any of their respective successors, will be liable to any person in respect of any Consideration (including any consideration previously held by the Depositary in trust for such former holder) which is forfeited to the Company or the Purchaser or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

### 4.5 No Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

## ARTICLE 5.
## AMENDMENTS

### 5.1 Amendments to Plan of Arrangement

(a) The Company and the Purchaser may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must (i) be set out in writing, (ii) be approved by the Purchaser and the Company (subject to the Arrangement Agreement), each acting reasonably, (iii) be filed with the Court and, if made following the Company Meeting, approved by the Court, and (iv) be communicated to Company Shareholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company or the Purchaser at any time prior to the Company Meeting (provided that the Purchaser or the Company (subject to the Arrangement Agreement), as applicable, shall have consented thereto in writing) with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Company Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Company Meeting shall be effective only if (i) it is consented to in writing by each of the Company and the Purchaser (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by some or all of the Company Shareholders in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Purchaser, provided that it concerns a matter which, in the reasonable opinion of the Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former Company Shareholder.

(e) The Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

## ARTICLE 6.
## PARAMOUNTCY

From and after the Effective Time (i) this Plan of Arrangement shall take precedence and priority over any and all Company Shares, Company Options, Company Warrants, Company Debentures and Company Convertible Notes (ii) the rights and obligations of registered and beneficial holders of Company Shares (including Dissenting Shareholders), Company Options, Company Warrants, Company Debentures and Company Convertible Notes and the Company, the Purchaser, the Depositary, the Share Registry and any trustee or registrar and transfer agent for the Company Shares, Company Options, Company Warrants, Company Debentures and Company Convertible Notes, shall be solely as provided for in this Plan of Arrangement, and (iii) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Company Shares, Company Options, Company Warrants, Company Debentures and Company Convertible Notes shall be deemed to have been settled, compromised, released and determined without liability except as set forth herein.

## ARTICLE 7.
## FURTHER ASSURANCES

### 7.1 Further Assurances

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties shall make, do and execute, or cause to be made, done and

executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.

**Appendix "A" to the Plan of Arrangement**

**Closing Certificate**

Re: Arrangement Agreement dated as of December 8, 2023 between Exopharm Limited ACN 163 765 991 and Tryp Therapeutics Inc. (the "**Arrangement Agreement**")

Defined terms used but not defined in this certificate shall have the meaning ascribed thereto in the Arrangement Agreement.

Each of the undersigned hereby confirms that the undersigned is satisfied that the conditions precedent to its respective obligations to complete the Arrangement Agreement have been satisfied and that the Arrangement is completed as of 12:01 a.m. (Vancouver time) (the "**Effective Time**") on _____, 2024 (the "**Effective Date**").

**Executed by Exopharm Limited ACN 163 765 991 in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:**

_____
**Signature of Director**

_____
**Signature of Director/Company Secretary**

_____
**Full name (print)**

_____
**Full name (print)**

**TRYP THERAPEUTICS INC.**

By: _____
Name:
Title:

**APPENDIX "C"**

**INTERIM ORDER**

(see materials attached hereto)

Court Action No. 139481
Kelowna Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF SECTION 288 OF THE BRITISH COLUMBIA *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING TRYP THERAPEUTICS INC., ITS SHAREHOLDERS AND CERTAIN OF ITS OTHER SECURITYHOLDERS and EXOPHARM LIMITED ACN 163 765 991

RE: TRYP THERAPEUTICS INC.

PETITIONER

**ORDER MADE AFTER APPLICATION**
**(INTERIM ORDER)**

BEFORE ASSOCIATE JUDGE SCHWARTZ ) FEBRUARY 7, 2024

ON THE APPLICATION of the Petitioner, Tryp Therapeutics Inc. ("**Tryp**"), for an Interim Order under section 291 of the British Columbia *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the "**BCBCA**"), in connection with an arrangement involving Exopharm Limited ACN 163 765 991 ("**Exopharm**") under section 288 of the BCBCA

- ✓ without notice coming on for hearing at the Courthouse at 1355 Water Street, Kelowna, British Columbia on February 7, 2024, and on hearing Claire E. MacLeod, counsel for Tryp, and upon reading the Petition herein and the Affidavit no. 1 of James Brian O'Neill, sworn on January 30, 2024;

THIS COURT ORDERS that:

**DEFINITIONS**

1. As used in this Order, unless otherwise defined, terms beginning with capital letters shall have the respective meanings set out in the Petition to the Court filed herein.

**SPECIAL MEETING**

2. Pursuant to section 291(2)(b)(i) and section 289(1)(a)(i) of the BCBCA, Tryp is authorized and directed to call, hold and conduct a special meeting (the "**Meeting**") of:

(a) the holders (the "**Tryp Shareholders**") of common shares in the capital of Tryp (the "**Tryp Shares**");

(b) the holders (the "**Tryp Optionholders**") of options to acquire Tryp Shares (the "**Tryp Employee Options**"); and

(c) and the holders (the "**Tryp Warrantholders**") of certain common share purchase warrants to acquire Tryp Shares (the "**Tryp Warrants**");

(collectively, the "**Tryp Securityholders**").

3. The Meeting will be held on March 8, 2024 at 10:00 a.m. (Eastern time) (the "**Meeting Date**") at First Canadian Place, 100 King Street West, Suite 1600, Toronto, Ontario, to, *inter alia,* consider, and if deemed advisable, to pass, with or without variation, a special resolution (the "**Arrangement Resolution**") approving and adopting in accordance with section 289(1)(a)(i) of the BCBCA, an arrangement under Section 288 of the BCBCA (the "**Arrangement**") substantially as contemplated in the plan of arrangement (the "**Plan of Arrangement**"), a draft of which special resolution is attached as Schedule "A" to the management information circular (the "**Information Circular**") prepared in by Tryp in connection with the Meeting

4. At the Meeting, Tryp will also seek to transact such other business as is contemplated by the Information Circular or as otherwise may be properly brought before the Meeting.

5. The Meeting shall be called, held and conducted in accordance with the BCBCA, the Notice of Meeting (the "**Notice**"), the Information Circular, the Articles of Tryp and applicable securities laws, subject to the terms of this Interim Order and any further Order of this Court, and the rulings and directions of the Chair of the Meeting, such rulings and directions not to be inconsistent with this Interim Order, and to the extent of any inconsistency, this Interim Order shall govern.

**AMENDMENTS**

6. Tryp is authorized to make, in the manner contemplated by and subject to the Arrangement Agreement, such amendments, modifications or supplements to the Arrangement, the Plan of Arrangement, the Arrangement Agreement, the Notice and the Information Circular as it may determine without any additional notice to or authorization of any of the Tryp Securityholders or further orders of this Court. The Arrangement, the Plan of Arrangement, the Arrangement Agreement, the Notice and the Information Circular as so amended, modified or supplemented, shall be the Arrangement, the Plan of Arrangement, the Arrangement Agreement, the Notice and the Information Circular to be submitted to the Meeting and the subject of the Arrangement Resolution.

**ADJOURNMENTS AND POSTPONEMENTS**

7. Notwithstanding the provisions of the BCBCA and the Articles of Tryp, the Board of Directors of Tryp by resolution shall be entitled to adjourn or postpone the Meeting on one or more occasions without the necessity of first convening the Meeting or first obtaining any vote of the Tryp Shareholders respecting the adjournment or postponement and without the need for approval of the Court, subject to the Arrangement Agreement. Notice of any such adjournment shall be given by news release, newspaper advertisement, or by notice sent to the Tryp Shareholders by one of the methods specified in paragraph 10 of this Interim Order, as determined to be the most appropriate method of

communication by the Board of Directors of Tryp. The Record Date (as defined herein) shall not change in respect of any adjournments or postponements of the Meeting.

**RECORD DATE**

8. The record date for determining the Tryp Securityholders entitled to receive the Information Circular, the form of proxy or voting instruction form and the letter of transmittal, all as applicable, for use by the Tryp Securityholders (collectively, the "**Meeting Materials**") shall be the close of business on January 9, 2024 (the "**Record Date**").

**NOTICE OF SPECIAL MEETING**

9. The Information Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of section 290(1)(a) of the BCBCA, and Tryp shall not be required to send to the Tryp Securityholders any other or additional statement pursuant to section 290(1)(a) of the BCBCA.

10. The Meeting Materials, with such amendments or additional documents as counsel for Tryp may advise are necessary or desirable, and as are not inconsistent with the terms of this Interim Order, shall be sent:

    (a) To the registered Tryp Shareholders, as they appear on the central securities register of the Company or the records of its registrar and transfer agent as at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting, by one or more of the following methods:

        i. by prepaid ordinary or registered mail addressed to such Registered Tryp Shareholder at its address as they appear in the applicable records of the Company or its registrar and transfer agent as at the Record Date;

        ii. by delivery in person or by courier to the addresses specified in paragraph 10 (a)(i) above; or

        iii. by email or facsimile transmission to any such Registered Tryp Shareholder that has previously identified himself, herself or itself to the satisfaction of the Company acting through its representatives, who requests such email or facsimile transmission and in accordance with such request;

    (b) in the case of non-registered Tryp Shareholders, by providing copies of the Meeting Materials to intermediaries and registered nominees for sending to such beneficial owners in accordance with the procedures prescribed by *National Instrument 54-101 – Communication with Beneficial Owners of Securities of a Reporting Issuer* at least three (3) Business Days prior to the twenty-first (21st) day prior to the date of the Meeting; and

    (c) to registered holders of Tryp Employee Options ("**Registered Tryp Employee Optionholders**") determined as at the Record Date, at least twenty-one (21) days prior to the date of the Meeting, by prepaid ordinary mail or by delivery in person, addressed to the Registered Tryp Optionholder at its address as it appears in the register of option holders of Tryp as at the Record Date;

(d) to registered holders of Tryp Warrants ("**Registered Tryp Warrantholders**", collectively with the Registered Tryp Shareholders and Registered Tryp Employee Optionholders, the "**Registered Tryp Securityholders**") determined as at the Record Date, at least twenty-one (21) days prior to the date of the Meeting, by prepaid ordinary mail or by delivery in person, addressed to the Registered Tryp Warrantholder at its address as it appears in the register of warrant holders of Tryp as at the Record Date; and

(e) to the directors and auditors of Tryp by prepaid ordinary mail or by delivery in person or by recognized courier service or by email or facsimile transmission at least twenty-one (21) days prior to the date of the Meeting;

and substantial compliance with this paragraph shall constitute good and sufficient notice of the Meeting.

In the event of an interruption in or cessation of postal services due to strike or otherwise, the Petitioner shall be authorized, in addition to or as an alternative to the methods of delivery specified in paragraph 10 above to communicate notice of the Meeting by publishing notice of the Meeting in one of the following newspapers:

(i) The Globe and Mail (National edition); and

(ii) The National Post

which publication shall include specific reference to locations (including https://www.sedarplus.ca/landingpage/) at which copies of the Meeting Materials or Court Materials (as defined below) will be available.

Accidental failure of or omission by the Company to give notice to any one or more Tryp Securityholders, or the non-receipt of such notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of the Company shall not constitute a breach of this Interim Order or, in relation to notice to Tryp Securityholders, a defect in the calling of the Meeting and shall not invalidate any resolution passed or proceeding taken at the Meeting, but if any such failure or omission is brought to the attention of the Tryp, then it shall use commercially reasonable efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

**DEEMED RECEIPT OF NOTICE**

11. The Meeting Materials and any amendments, modifications, updates or supplements thereto and any notice of adjournment or postponement of the Meeting, shall be deemed to have been received:

(a) in the case of mailing, the day, Saturdays, Sundays and holidays excepted, following the date of mailing as specified in section 6 of the BCBCA;

(b) in the case of delivery in person, upon receipt thereof at the intended recipient's address or, in the case of delivery by courier, one (1) business day after receipt by the courier;

(c) in the case of transmission by email or facsimile, upon the transmission thereof;

(d) in the case of advertisement, at the time of publication of the advertisement;

(e) in the case of electronic filing on SEDAR+, upon the transmission thereof; and

(f) in the case of Beneficial Tryp Shareholders, three (3) days after delivery thereof to intermediaries and registered nominees.

**UPDATING MEETING MATERIALS**

12. Notice of any amendments, modifications, updates or supplements to any of the information provided in the Meeting Materials may be communicated, at any time prior to the Meeting, to the Tryp Securityholders by news release or newspaper advertisement or by notice sent to the Tryp Securityholders by any of the means set forth in paragraph 10, as determined to be the most appropriate method of communication by the board of directors of Tryp.

**PERMITTED ATTENDEES**

13. The only persons entitled to attend the Meeting shall be:

(a) the Registered Tryp Securityholders as at the close of business on the Record Date, or their respective proxyholders;

(b) directors, officers and advisors of Tryp and Exopharm; and

(c) other persons with the prior permission of the Chair of the Meeting,

and the only persons entitled to vote on the Arrangement Resolution at the Meeting shall be the Registered Tryp Securityholders or their respective proxyholders.

**SOLICITATION OF PROXIES**

14. Tryp is authorized to use forms of proxy (or voting instruction forms) for Tryp Securityholders, as applicable, in substantially the same form as attached as Exhibit "B" to Affidavit No. 1 of J. O'Neill, subject to Tryp's ability to insert dates and other relevant information in the final forms thereof and to make other non-substantive changes and changes legal counsel advise are necessary or appropriate, as well as a voting instruction form for Tryp Securityholders, as applicable. Tryp is authorized, at its expense, to solicit proxies directly and through its officers, directors, and employees, and through such agents of representatives as it may retain for that purpose (or that may be retained jointly by Tryp and Exopharm) and by mail, telephone, or such other form of personal or electronic communication as it may determine.

15. The procedures for the use of proxies at the Meeting and revocation of proxies shall be as set out in the Notice and the Information Circular.

16. Tryp may in its discretion generally postpone or waive the time limits for the deposit of proxies by Tryp Securityholders if Tryp deems it advisable to do so, such waiver to be endorsed on the proxy by the initials of the Chair of the Meeting.

**CONDUCT OF THE MEETING**

17. The Chair of the Meeting shall be an officer or director of Tryp or such other person as may be appointed by the Tryp Shareholders for that purpose.

18. The Chair of the Meeting is at liberty to call on the assistance of legal counsel to Tryp at any time and from time to time, as the Chair of the Meeting may deem necessary or appropriate, during the Meeting, and such legal counsel is entitled to attend the Meeting for this purpose.

19. The Meeting may be adjourned for any reason upon the approval of the Chair of the Meeting, and if the Meeting is adjourned, it shall be reconvened at a place and time to be designated by the Chair of the Meeting to a date which is not more than 30 days thereafter unless notice of the adjourned meeting is provided to Tryp Securityholders in accordance with the requirements under the BCBCA and applicable securities laws.

**QUORUM AND VOTING**

20. At the Meeting, the votes in respect of the Arrangement Resolution shall be taken on the following basis:

    (a) each Registered Tryp Shareholder whose name is entered on the central securities register of Tryp as at the close of business on the Record Date is entitled to one (1) vote for each Tryp Share registered in his/her/its name;

    (b) each Registered Tryp Employee Optionholder whose name is entered on the register of option holders of Tryp as at the close of business on the Record Date is entitled to one (1) vote for each Tryp Share issuable upon exercise of each Tryp Option registered in his/her/its name;

    (c) each Registered Tryp Warrantholder whose name is entered on the register of warrant holders of Tryp as at the close of business on the Record Date is entitled to one (1) vote for each Tryp Share issuable upon exercise of each Tryp Warrant registered in his/her/its name; and

    (d) the vote required to pass the Arrangement Resolution shall be the affirmative vote of at least two thirds (66 2/3%) of the votes cast by:

        i. the Registered Tryp Shareholders present in person or by proxy at the Meeting; and

        ii. the Registered Tryp Securityholders, voting together as a single class, present in person or represented by proxy.

21. The quorum at the Meeting shall be the presence of two persons who are, or who represent by proxy, Tryp Shareholders who, in the aggregate, hold at least 5% of the issued Tryp Shares entitled to be voted at the Meeting.

22. If, within one-half hour from the time set for holding the Meeting, the quorum is not present, the Meeting stands adjourned to the same day in the next week at the same time and place in accordance with the requirements under the BCBCA and applicable securities laws.

23. If, at the meeting to which the Meeting referred to in paragraph 22 was adjourned, a quorum is not present within one-half hour from the time set for holding the meeting, the person or persons present

and being, or representing by proxy, one or more Tryp Shareholders entitled to attend and vote at the meeting constitute a quorum.

24. For the purposes of the Meeting, any spoiled votes, illegible votes, defective votes, and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated, but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

**SCRUTINEER**

25. The scrutineer for the Meeting shall be Computershare Investor Services Inc. (acting through its representatives for that purpose). The duties of the scrutineer shall include:

    (a) reviewing and reporting to the Chair on the deposit and validity of proxies;

    (b) reporting to the Chair on the quorum of the Meeting;

    (c) reporting to the Chair on the polls taken or ballots cast, if any, at the Meeting; and

    (d) providing to Tryp and to the Chair written reports on matters related to their duties.

**SHAREHOLDER DISSENT RIGHTS**

26. Each Registered Tryp Shareholder will have the right to dissent (the **"Dissent Rights"**) in respect of the Arrangement Resolution in accordance with the provisions of Sections 237 to 247 of the BCBCA, as modified by the terms of this Interim Order, the Final Order and the Plan of Arrangement.

27. Only Registered Tryp Shareholders may dissent. A beneficial holder of Tryp Shares registered in the name of a broker, investment dealer, or other intermediary, who wishes to dissent, must make arrangement for the applicable and corresponding Registered Tryp Shareholder to dissent on behalf of the beneficial holder of Tryp Shares or, alternatively, make arrangements to become a Registered Tryp Shareholder.

28. Holders of Tryp Employee Options and Tryp Warrants will not have the right to dissent in respect of their Tryp Employee Options or Tryp Warrants.

29. Registered Tryp Shareholders may exercise their Dissent Rights with respect to such Tryp Shares pursuant to and in the manner set forth in sections 237 to 247 of the BCBCA, as modified or supplemented by the Interim Order and Plan of Arrangement. Registered Tryp Shareholders who duly exercise such Dissent Rights and who:

    (a) are ultimately entitled to be paid fair value for their Tryp Shares shall be entitled to be paid by Tryp, such fair value as determined as at the close of business on the business day immediately preceding the date on which the Arrangement Resolution is adopted by the Tryp Securityholders; or

    (b) are ultimately not entitled, for any reason, to be paid fair value for their Tryp Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Tryp Shares;

but in no case shall Tryp or any other person be required to recognize such dissenting holders as Tryp Shareholders after the Effective Time of the Arrangement, and the names of such Tryp Shareholders shall be removed from the register of Tryp Shareholders as to those Tryp Shares in respect of which Dissent Rights have been validly exercised. There can be no assurance that a Tryp Shareholder validly exercising Dissent Rights will receive consideration for its Tryp Shares of equal or greater value to the consideration that such Tryp Shareholder would have received on completion of the Arrangement.

30. To exercise Dissent Rights, a Tryp Shareholder must dissent with respect to all Tryp Shares of which he, she, or it is the registered and beneficial owner.

31. In order to exercise Dissent Rights, a Registered Tryp Shareholder is required to send a written notice of dissent (the **"Notice of Dissent"**) to Tryp in the form set out in Section 242 of the BCBCA and be addressed to the attention of the individual set out below and be sent not later than 4:00 p.m. (Kelowna time) on March 6, 2024, or if the Meeting is adjourned or postponed, by no later than two Business Days immediately preceding the date on which the adjourned or postponed Meeting is reconvened or convened, as applicable, by mail to:

Pushor Mitchell LLP
*Barristers and Solicitors*
301-1665 Ellis Street
Kelowna, BC V1Y 2B3
Attention: Keith C. Inman

32. A vote against the Arrangement Resolution or not voting on the Arrangement Resolution does not constitute a written objection for purposes of the Notice of Dissent under Section 242 of the BCBCA.

33. The Notice of Dissent must set out the number of Tryp Shares in respect of which the Dissent Rights are being exercised (the **"Notice Shares"**) and:

    (a) if such Notice Shares constitute all of the Tryp Shares of which the Tryp Shareholder is the registered and beneficial owner and the Tryp Shareholder owns no other Tryp Shares beneficially, a statement to that effect;

    (b) if such Notice Shares constitute all of the Tryp Shares of which the Tryp Shareholder is both the registered and beneficial owner, but the Tryp Shareholder owns additional Tryp Shares beneficially, a statement to that effect, including the names of the Registered Tryp Shareholder(s) of such additional Tryp Shares, the number of such additional Tryp Shares held by each such Registered Tryp Shareholder and a statement that written notices of dissent are being or have been sent with respect to such other Tryp Shares; or

    (c) if the Dissent Rights are being exercised by a Registered Tryp Shareholder who is not the beneficial owner of such Notice Shares, a statement to that effect including the name and address of the Beneficial Tryp Shareholder(s) of such Tryp Shares and a statement that each such Registered Tryp Shareholder is dissenting with respect to all Tryp Shares of the Beneficial Tryp Shareholder registered in such Registered Tryp Shareholder's name.

34. If the Arrangement Resolution is approved at the Meeting, Tryp will notify registered holders of Notice Shares of Tryp's intention to act upon the Arrangement Resolution, and pursuant to Section 243 of the BCBCA, in order to exercise Dissent Rights, such Tryp Shareholder must, within

one month after Tryp gives such notice, send to Tryp or its transfer agent and registrar a written notice that such holder requires the purchase of all of the Notice Shares. Such written notice must be accompanied by the certificate or certificates or DRS Statement representing those Notice Shares (including a written statement prepared in accordance with Section 244(2) of the BCBCA if the dissent is being exercised by the Registered Tryp Shareholder on behalf of a Non-Registered Tryp Shareholder). Upon such written notice, and subject to the provisions of the BCBCA relating to the termination of Dissent Rights, the Tryp Shareholder becomes a Dissenting Shareholder, and is bound to sell and Tryp (or any successor by amalgamation) is bound to purchase all of those Notice Shares. Such Dissenting Shareholder may not vote, or exercise or assert any rights of a Tryp Shareholder in respect of such Notice Shares, other than the rights set forth in Sections 237 to 247 of the BCBCA, as modified and supplemented by the Plan of Arrangement, the Interim Order and the Final Order.

35. If a Dissenting Shareholder is ultimately entitled to be paid by Tryp for their Dissent Shares, then such Dissenting Shareholder may enter into an agreement with Tryp (or any successor by amalgamation) for the fair value of such Dissent Shares. If such Dissenting Shareholder does not reach an agreement regarding the fair value of their Dissent Shares, then such Dissenting Shareholder, or Tryp, may apply to the Court, and the Court may determine the payout value of the Dissent Shares and make consequential orders and give directions as the Court considers appropriate. There is no obligation on Tryp to make an application to the Court. The Dissenting Shareholder will be entitled to receive the fair value that the Tryp Shares had immediately before the Arrangement Resolution is approved. After a determination of the fair value of the Dissent Shares, Tryp must then promptly pay that amount to the Dissenting Shareholder.

36. In no case will Exopharm, Tryp, Tryp's depositary, or any other person be required to recognize Dissenting Shareholders as Tryp Shareholders after the Effective Time, and the names of such Dissenting Shareholders will be deleted from the central securities register as Tryp Shareholders at the Effective Time.

**APPLICATION FOR FINAL ORDER**

37. Tryp shall include in the Meeting Materials, when sent in accordance with paragraph 10 of this Interim Order, a copy of the Petition, the Notice of Hearing, in substantially the form attached as Exhibit "D" to Affidavit No. 1 of J. O'Neill, and the text of this Interim Order (collectively, the **"Court Materials"**), and such Court Materials shall be deemed to have been served at the times specified in accordance with paragraph 10 of this Interim Order, whether such persons reside within British Columbia or within another jurisdiction.

38. The persons entitled to appear and be heard at any hearing to sanction and approve the Arrangement, shall be only:

    (a) Tryp;

    (b) Exopharm; and

    (c) any Tryp Securityholder and other person who has served and filed a Response to Petition and has otherwise complied with paragraph 39 of this Interim Order and the Supreme Court Civil Rules.

39. The sending of the Meeting Materials in the manner contemplated by paragraph 10 shall constitute good and sufficient service and no other form of service need be effected and no other material need be served on such persons in respect of these proceedings, except with respect to any person who shall:

    (a) file a Response to Petition, in the form prescribed by the Supreme Court Civil Rules, together with any evidence or material which is to be presented to the Court at the hearing of the Application; and

    (b) deliver the filed Response to Petition together with a copy of any evidence or material which is to be presented to the Court at the hearing of the Application, to Tryp's counsel at:

    Pushor Mitchell LLP
    *Barristers and Solicitors*
    301-1665 Ellis Street
    Kelowna, BC V1Y 2B3
    Attention: Alison M. Cathcart

    by or before 4:00 p.m. (Vancouver time) on March 6, 2024.

40. Upon the approval by the Tryp Securityholders of the Arrangement Resolution, in the manner set forth in this Interim Order, Tryp may apply to this Court (the "**Application**") for an Order:

    (a) pursuant to section 291(4)(a) of the BCBCA approving the Arrangement; and

    (b) pursuant to section 291(4)(c) of the BCBCA declaring that the Arrangement is procedurally and substantively fair and reasonable to the Tryp Securityholders

    (collectively, the "**Final Order**"),

    and the hearing of the Application will be held on March 11, 2024 at 9:45 a.m. (Vancouver time) or as soon thereafter as the Application can be heard or at such other date and time as the Tryp Board may advise at the Courthouse at 1355 Water Street, Kelowna, British Columbia or as the Court may direct.

41. In the event that the hearing of the Application is adjourned, then only those persons who filed and delivered a Response to Petition in accordance with paragraph 40, need to be served and provided with the materials filed and notice of the adjourned hearing date.

**VARIANCE**

42. Tryp and Exopharm shall be entitled, at any time, to apply to vary this Interim Order.

43. To the extent of any inconsistency or discrepancy between this Interim Order and the Information Circular, the BCBCA, applicable Securities Laws or the articles of Tryp, this Interim Order will govern.

44. Rules 8-1 and 16-1(8)-(12) will not apply to any further applications in respect of this proceeding, including the application for the Final Order and any application to vary this Interim Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

**Claire E. MacLeod**
Counsel for the Petitioner, Tryp Therapeutics Inc.

BY THE COURT.

**Registrar.**

**APPENDIX "D"**

**NOTICE OF HEARING OF PETITION**

(see materials attached hereto)

Court Action No. 139481
Kelowna Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF SECTION 288 OF THE BRITISH COLUMBIA *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, CHAPTER 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING TRYP THERAPEUTICS INC., ITS SHAREHOLDERS AND CERTAIN OF ITS OTHER SECURITYHOLDERS and EXOPHARM LIMITED ACN 163 765 991

RE: TRYP THERAPEUTICS INC.

PETITIONER

## NOTICE OF HEARING OF PETITION

TAKE NOTICE that the Petition to the Court, filed on February 1, 2024, by the Petitioner, Tryp Therapeutics Inc., for approval of a plan of arrangement (the "**Arrangement**"), pursuant to the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the "**BCBCA**"), and for a determination that the terms and conditions of the Arrangement, and the exchange of securities contemplated therein, are substantively and procedurally fair and reasonable to the securityholders of the Petitioner, and that it be binding upon the Petitioner and its securityholders upon taking effect, will be heard at the Courthouse at the Law Courts, 1355 Water Street, Kelowna, British Columbia, on March 11, 2024, at 9:45am, or so soon thereafter as counsel may be heard (the "**Final Order**").

AND NOTICE IF FURTHER GIVEN that by an Order Made After Application of the Supreme Court of British Columbia, pronounced on February 7, 2024, the Court has given directions as to the calling of annual general and special meeting of the securityholders of the Petitioner for the purpose of, among other things, considering and voting upon the Arrangement and approving the Arrangement;

IF YOU WISH TO BE HEARD, any shareholder of the Petitioner desiring to support or oppose the application has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order, subject to filing a Response to Petition and delivering a copy of the filed Response to Petition together with a copy of any additional affidavits and other materials on which the person intends to rely at the hearing for the Final Order, to the solicitors for the Petitioner at:

**PUSHOR MITCHELL LLP**
301-1665 Ellis Street
Kelowna, BC V1Y 2B3
**Attn: Alison Cathcart**

ANY OTHER INTERESTED PARTY WHO WISHES TO BE HEARD, to support or oppose the application has the right to appear (either in person or by counsel) and make submissions are the hearing of the application for the Final Order, subject to filing a Response to Petition and delivering a copy of the filed

Response to Petition together with a copy of any additional affidavits and other materials on which the person intends to rely at the hearing for the Final Order, to the solicitors for the Petitioner at:

**PUSHOR MITCHELL LLP**
301-1665 Ellis Street
Kelowna, BC V1Y 2B3
**Attn: Alison Cathcart**

IF YOU WISH TO BE NOTIFIED OF ANY ADJOURNMENT OF THE FINAL APPLICATION, YOU MUST GIVE NOTICE OF YOUR INTENTION by filing and delivering a Response to Petition as aforesaid.

YOU OR YOUR SOLICITOR may file the Response to Petition. You may obtain a form of Response to Petition at the Registry on online from the BC Supreme Court website. The address of the Registry is 1355 Water Street, Kelowna, British Columbia, V1Y 9R3.

AT THE HEARING OF THE FINAL APPLICATION the Court may approve the Arrangement as presented or may approve it subject to such terms and conditions as the Court deems fit.

IF YOU DO NOY FILE A RESPONSE TO PETITION and attend either in person or by counsel at the time of such hearing, the Court may approve the Arrangement, as presented, or may approve it subject to such terms and conditions as the Court shall deem fit, all without any further notice to you. If the Arrangement is approved, it will significantly affect the rights of the securityholders of the Petitioner.

Dated February 7, 2024.

.....

**Claire E. MacLeod**
Counsel for the Petitioner, Tryp Therapeutics Inc.

**APPENDIX "E"**

**DISSENT PROVISIONS OF THE BCBCA**

Definitions and application

237 (1) In this Division:

"dissenter" means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

"notice shares" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

"payout value" means,

(a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,

(b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291 (2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement,

(c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, or

(d) in the case of a dissent in respect of a community contribution company, the value of the notice shares set out in the regulations,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

(a) the court orders otherwise, or

(b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238 (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

(a) under section 260, in respect of a resolution to alter the articles

(i) to alter restrictions on the powers of the company or on the business the company is permitted to carry on, or

(ii) without limiting subparagraph (i), in the case of a community contribution company, to alter any of the company's community purposes within the meaning of section 51.91;

(iii) without limiting subparagraph (i), in the case of a benefit company, to alter the company's benefit provision;

(b) under section 272, in respect of a resolution to adopt an amalgamation agreement;

(c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;

(d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

(e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;

(f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;

(g) in respect of any other resolution, if dissent is authorized by the resolution;

(h) in respect of any court order that permits dissent.

(1.1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent under section 51.995 (5) in respect of a resolution to alter its notice of articles to include or to delete the benefit statement.

(2) A shareholder wishing to dissent must

(a) prepare a separate notice of dissent under section 242 for

(i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,

(b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and

(c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

(a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and

(b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

239 (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

(2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must

(a) provide to the company a separate waiver for

(i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and

(b) identify in each waiver the person on whose behalf the waiver is made.

(3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to

(a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and

(b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

240 (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

(a) a copy of the resolution,

(b) a statement advising of the right to send a notice of dissent, and

(c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

(a) a copy of the entered order, and

(b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1)(a), (b), (c), (d), (e) or (f) or (1.1) must,

(a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,

(b) if the company has complied with section 240 (3), send written notice of dissent to Tryp not more than 14 days after receiving the records referred to in that section, or

(c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of

(i) the date on which the shareholder learns that the resolution was passed, and

(ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (g) must send written notice of dissent to the company

(a) on or before the date specified by the resolution or in the statement referred to in section 240 (2) (b) or (3) (b) as the last date by which notice of dissent must be sent, or

(b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238 (1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company

(a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or

(b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

(a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of Tryp as beneficial owner, a statement to that effect;

(b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of Tryp as beneficial owner, a statement to that effect and

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;

(c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and

(i) the name and address of the beneficial owner, and

(ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

(a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of

(i) the date on which the company forms the intention to proceed, and

(ii) the date on which the notice of dissent was received, or

(b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection (1) (a) or (b) of this section must

(a) be dated not earlier than the date on which the notice is sent,

(b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and

(c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of dissent

244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

(a) a written statement that the dissenter requires the company to purchase all of the notice shares,

(b) the certificates, if any, representing the notice shares, and

(c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1) (c) must

(a) be signed by the beneficial owner on whose behalf dissent is being exercised, and

(b) set out whether or not the beneficial owner is the beneficial owner of other shares of Tryp and, if so, set out

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

(a) the dissenter is deemed to have sold to the company the notice shares, and

(b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

245 (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, Tryp must

(a) promptly pay that amount to the dissenter, or

(b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

(a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,

(b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and

(c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection (2) (a) of this section, the company must

(a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or

(b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1) (b) or (3) (b),

(a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case Tryp is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or

(b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of Tryp but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

(a) the company is insolvent, or

(b) the payment would render the company insolvent.

Loss of right to dissent

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

(a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;

(b) the resolution in respect of which the notice of dissent was sent does not pass;

(c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;

(d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;

(e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;

(f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;

(g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;

(h) the notice of dissent is withdrawn with the written consent of the company;

(i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

247 If, under section 244 (4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

(a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1) (b) or, if those share certificates are unavailable, replacements for those share certificates,

(b) the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and

(c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.

**APPENDIX "F"**
**ADDITIONAL INFORMATION CONCERNING TRYP**

## GLOSSARY OF TERMS

Unless the context indicates otherwise, capitalized terms which are used in this Appendix "F" and are not otherwise defined herein have the meanings given to such terms under the heading "*Glossary of Terms*" in this Circular.

## DOCUMENTS INCORPORATED BY REFERENCE

**Information has been incorporated by reference in this Appendix "F" from documents filed by Tryp with securities commissions or similar authorities in Canada.** Copies of the documents incorporated herein by reference may be obtained on request, without charge, from Tryp 301 – 1665 Ellis Street, Kelowna, British Columbia, V1Y 2B3. In addition, copies of the documents incorporated by reference may be obtained through Tryp's SEDAR+ profile at www.sedarplus.ca.

The following documents of Tryp are specifically incorporated by reference in this Circular:

(a) the sections entitled "Risks Related to the Company", "Risks Related to our Intellectual Property" and "Risks Related to Governmental Regulation" located between pages 100 – 140 in Tryp's prospectus dated December 8, 2020;

(b) the audited consolidated financial statements of Tryp for the years ended August 31, 2023 and 2022, together with the notes thereto;

(c) management's discussion and analysis of the financial condition and results of operations of Tryp for the years ended August 31, 2023 and 2022; and

(d) the material change report of Tryp dated December 12, 2023 in respect of the Arrangement.

Any documents of the type required by National Instrument 44-101 – *Short Form Prospectus Distributions* to be incorporated by reference in a short form prospectus, including any annual information form, annual financial statements and the auditors' report thereon, interim financial statements, management's discussion and analysis of financial conditions and results of operations, material change reports (excluding a confidential material change report), business acquisition report and information circular, filed by Tryp after the date of this Circular and before the Tryp Meeting are deemed to be incorporated by reference in this Circular.

**Any statement contained in this Appendix "F" or in a document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded for purposes of this Appendix "F" to the extent that a statement contained in this Appendix "F" or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference into this Appendix "F" modifies or supersedes that statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made,**

**constituted a misrepresentation, an untrue statement of material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute part of this Appendix "F".**

**Name, Address and Incorporation**

Tryp was incorporated under the BCBCA on September 24, 2019 under the name "Artos Pharma Corp." On January 9, 2020, Tryp split its issued and outstanding common shares on a 1 (old) to 200 (new) basis. On June 23, 2020, Tryp consolidated its issued and outstanding common shares on a 1 (old) to 250 (new) basis. On June 23, 2020, Tryp replaced its articles. On June 30, 2020, Tryp changed its name to "Tryp Therapeutics Inc."

Tryp's registered and records and head office is located at 301 – 1664 Ellis Street, Kelowna, British Columbia V1Y 2B3.

**Intercorporate Relationships**

Tryp Therapeutics (USA) Inc. ("**Tryp USA**") was incorporated under the Delaware General Corporation Law on March 16, 2021 and is a wholly-owned subsidiary of Tryp. Tryp USA's registered and records and head office is located at 84 Alpen Drive, Basking Ridge, New Jersey, USA 07920.

Tryptamine Therapeutics Australia Pty Ltd ("**Tryp Australia**") was incorporated under the ACA on September 28, 2023 and is a wholly-owned subsidiary of Tryp. Tryp Australia's registered and records and head office is located at Suite 6 / 16 Main Street, Osborne Park, Western Australia, 6017, Australia.

**Description of the Business**

Tryp is a clinical-stage biotechnology company focused on developing proprietary, novel formulations for the administration of psilocin in combination with psychotherapy to treat diseases with unmet medical needs. Tryp's lead program, TRP-8803, is a proprietary formulation of IV-infused psilocin (the active metabolite of psilocybin) that alleviates numerous shortcomings of oral psilocybin including: significantly reducing the time to onset of the psychedelic state, controlling the depth and duration of the psychedelic experience, and reducing the overall duration of the intervention to a commercially feasible timeframe. Tryp has completed a Phase 2a clinical trial for the treatment of Binge Eating Disorder at the University of Florida, which demonstrated an average reduction in binge eating episodes of greater than 80%. Tryp has also started a Phase 2a clinical trial with the University of Michigan for the treatment of fibromyalgia and is preparing to initiate a Phase 2a clinical trial (IND has been cleared to proceed) with Massachusetts General Hospital for the treatment of abdominal pain and visceral tenderness in patients suffering from IBS. Each of the studies are utilizing TRP-8802 (synthetic, oral psilocybin) to demonstrate clinical benefit in these indications. Where a positive clinical response has been demonstrated, subsequent studies are expected to utilize TRP-8803 (IV-infused psilocin), which has the potential to further improve efficacy, safety and patient experience.

**Recent developments**

On December 11, 2023, Tryp announced that it had signed the Arrangement Agreement.

On November 20, 2023, Tryp completed a private placement of Tryp Convertible Notes for aggregate gross proceeds of AUD$3,215,000. The Tryp Convertible Notes are denominated in Australian Dollars, mature 12 months from the date of issuance and are interest free. The Notes will automatically convert into Tryp Shares or Exopharm Shares, as applicable, on the earlier of the maturity date and the completion of the Arrangement. The Company's Chief Executive Officer Jason Carroll participated for AUD$325,000 of the gross proceeds.

On October 11, 2023, Tryp completed a private placement of Tryp Convertible Notes for aggregate gross proceeds of AUD$175,000 to its Chief Executive Officer Jason Carroll. The Tryp Convertible Notes are denominated in Australian Dollars, mature 12 months from the date of issuance and are interest free. The Notes will automatically convert into Tryp Shares or Exopharm Shares, as applicable, on the earlier of the maturity date and the completion of the Arrangement.

On October 4, 2023, Tryp announced that Jason Carroll had commenced his role as Chief Executive Officer of Tryp.

## CAPITAL STRUCTURE

The authorized capital of Tryp consists of an unlimited number of Tryp Shares and unlimited number of preferred shares. Holders of Tryp Shares are entitled to vote at all meetings of Tryp Shareholders and, subject to the rights of holders of any shares ranking in priority to or on a parity with the Tryp Shares, to participate rateably in any distribution of Tryp's property or assets upon liquidation or winding-up.

## PRIOR SALES

### Prior Sales

In the 12 month period prior to the date of this Circular, Tryp issued the following securities:

| Description of Security | Date Issued | Number of Securities Issued | Issuance/Exercise/Conversion Price per Security |
|---|---|---|---|
| Tryp Convertible Notes[(1)] | November 20, 2023 | Aggregate Principal Amount of AUD$3,215,000 | Convertible into Tryp Shares at a conversion price of CDN$0.064 or as otherwise set forth in the certificates representing the notes |
| Tryp Employee Options | October 30, 2023 | 10,463,548 | $0.108 |
| Tryp Convertible Notes[(1)] | October 11, 2023 | Aggregate Principal Amount of AUD$175,000 | Convertible into Tryp Shares at a conversion price of CDN$0.064 or as otherwise set forth in the certificate representing the note |
| Tryp Convertible Debentures[(1)] | April 26, 2023 | Aggregate Principal Amount of AUD$2,400,000 | Convertible into Tryp Shares at a conversion price of (i) CDN$0.09 per Tryp Share, or as otherwise set forth in the certificates representing the debentures |
| Broker Warrants | April 26, 2023 | 9,690,144 | Exercisable for Tryp Shares at an exercise price of |

| Description of Security | Date Issued | Number of Securities Issued | Issuance/Exercise/Conversion Price per Security |
|---|---|---|---|
| | | | CDN$0.09 per Tryp Share, or as otherwise set forth in the certificate representing the debenture |

Note:
(1) The Tryp Convertible Notes and Tryp Convertible Debentures will automatically convert upon completion of the Arrangement at a conversion price equal to the offering price under the Exopharm Capital Raise.

**Trading Price and Volume**

The Tryp Shares are listed on the CSE under the symbol "TRYP". The following sets forth trading information for the Tryp Shares as reported by the CSE for the periods indicated:

| | Price Range | | Trading Volume |
|---|---|---|---|
| **Period** | **High** | **Low** | |
| January 1 – January 25, 2024 | 0.05 | 0.04 | 27,346 |
| December 2023 | 0.06 | 0.035 | 773,370 |
| November 2023 | 0.06 | 0.025 | 823,420 |
| October 2023 | 0.075 | 0.055 | 226,560 |
| September 2023 | 0.10 | 0.06 | 468,508 |
| August 2023 | 0.095 | 0.065 | 481,140 |
| July 2023 | 0.085 | 0.06 | 203,731 |
| June 2023 | 0.08 | 0.06 | 117,931 |
| May 2023 | 0.09 | 0.065 | 512,500 |
| April 2023 | 0.10 | 0.055 | 204,410 |
| March 2023 | 0.10 | 0.065 | 778,440 |
| February 2023 | 0.10 | 0.085 | 581,530 |
| January 2023 | 0.145 | 0.09 | 290,840 |

The closing price of the Tryp Shares on December 8, 2023, being the last trading day prior to the announcement of the Arrangement Agreement, was $0.045 per Tryp Share. The closing price of the Tryp Shares on the CSE on January 25, 2024 being the last trading day on which the Tryp Shares traded prior to the date of this Circular, was $0.045 per Tryp Share.

## ESCROWED SECURITIES AND SECURITIES SUBJECT TO CONTRACTUAL RESTRICTIONS ON TRANSFER

As at the date hereof, other than with respect to the Tryp Voting Support Agreements executed by the Supporting Shareholders, no Tryp Shares are subject to escrow or contractual restrictions on transfer.

Upon completion of the Arrangement, certain Exopharm Shares and Exopharm Options will be classified by the ASX (in its absolute discretion) as restricted securities and will be required to be held in escrow for up to 24 months. The Exopharm securities currently anticipated to be subject to escrow are:

- the Tryp Lead Manager Options are likely to be subject to escrow for a period of up to 24 months from the Reinstatement Date;

- Exopharm Options issued pursuant to the conversion of Tryp Convertible Notes and Tryp Convertible Debentures are likely to be subject to escrow for a period of up to 12 months from the Reinstatement Date with respect to Exopharm Options issued to unrelated parties and non-promoters, and up to 24 months with respect to Exopharm Options issued to related parties, promoters, and associates of any related parties or promoters; and

- the Consideration Shares issued to Tryp Shareholders who either:
    - were issued Tryp Shares within the period 12 months prior to the date of issue of the Consideration Shares; or
    - that were issued to directors and founders of Tryp and their affiliates for either non-cash consideration or at a price which has an effective price (on a post-Arrangement basis) of less than the price per Exopharm Share under the Exopharm Capital Raise.

In addition to the above, the ASX may impose escrow restrictions for the Replacement Quoted Broker Options, Replacement Unquoted Broker Options and the Replacement Employee Options for a period of up to 12 months from the Reinstatement Date with respect to Replacement Quoted Broker Options, Replacement Unquoted Broker Options, Replacement Founder Options, and Replacement Employee Options issued to unrelated parties and non-promoters, and up to 24 months with respect to Replacement Quoted Broker Options, Replacement Unquoted Broker Options, Replacement Founder Options and Replacement Employee Options issued to related parties, promoters, and associates of any related parties or promoters. Exopharm Shares offered under the Exopharm Capital Raise will not be subject to any escrow restrictions.

## DIVIDENDS OR DISTRIBUTIONS

No dividends have ever been paid on any shares of Tryp. Tryp intends to retain its earnings to finance its growth and development of its business, and therefore it is not expected that dividends will be paid on the Tryp Shares in the immediate or foreseeable future. The Tryp Board will determine the actual timing, payment and amount of dividends, if any, that may be paid by Tryp from time to time based upon, among other things, the level of cash flow, results of operations and financial condition, the need for funds to finance ongoing operations and other business considerations as the Tryp Board considers relevant.

## CONSOLIDATED CAPITALIZATION

The share and loan capital of Tryp are disclosed in the audited financial statements of Tryp as at and for the fiscal year ended August 31, 2023, together with the notes thereto, which are incorporated by reference herein. There have been no material changes in the share and loan capital of Tryp since the date of such financial statements except for the issuance of Tryp Convertible Notes in the aggregate principal amount of AUD$3,390,000.

## DIRECTORS AND OFFICERS

### Name, Occupation and Security Holdings

The following table sets forth, as at the date hereof, the name of each proposed director and executive officer of Tryp, the province or state and country in which he is ordinarily resident, all offices of Tryp now held by such person, his principal occupations during the prior five preceding years, the time period for which he has been a director and/or executive officer of Tryp and the number of Tryp Shares beneficially owned by him, directly or indirectly, or over which he exercises control or direction, as at the date hereof.

| Name and Place of Residence | Present and Principal Occupation, business or Employment for Previous 5 Years | Tryp Director/Officer Since | Number of Tryp Shares Beneficially Owned, Controlled or Directed[6] |
|---|---|---|---|
| **Jason Carroll**[1]<br>Chief Executive Officer<br>New South Wales, Australia | CEO of Tryp since October 1, 2023. Managing Director of iNova Pharmaceuticals Philippines from 2017 until September 30, 2023. Managing Director of One J&J Vietnam from 2014 – 2017 as well as Board Member of Janssen Asia-Pacific and SEA Marketing Director for Immunology & Oncology. General Manager of Janssen Pharmaceutica Philippines from 2012 – 2014. | October 2023 | Nil |
| **Jim O'Neill**[5]<br>Chief Financial Officer<br>Ontario, Canada | CFO of Tryp since September 2022. CFO and Corporate Secretary of New Break Resources Inc. Since October 2021. CFO and Corporate Secretary of Western Gold Exploration Ltd. since October 2020. CFO of Waseco Resources Inc. since August 2021. CFO and Corporate Secretary of Red Pine Exploration Inc. from November 2021 to February 2023; CFO of Virtus Mining Ltd. between December 2018 and November 2020. CFO of Aldridge Minerals Inc. (acquired by Virtus Mining Inc. in December 2018) between June 2011 and November 2020. | September 2022 | Nil |
| **James Gilligan**[1]<br>Chief Scientific Officer<br>New Jersey, USA | Chief Scientific Officer of Tryp since November 2, 2020. Interim CEO of Tryp between February 2022 and October 2023. Managing Partner of TBG Consulting from March 2018 to November 2020. Consulting CSO of Taurus Development Corp. between February 2018 and December 2019. CSO of Tarsa Therapeutics from October 2009 to February 2018. | November 2020 | Nil |
| **Peter Molloy**[2][3][5]<br>Chief Business Officer and Director<br>Nevada, USA | President and CEO of Maxsa Group Inc. since January 2019. Co-founder and Executive Director of Tarus Therapeutics, Inc. since January 2018. CEO of Edison Investment Research Inc. between February 2012 and September 2018. | September 2020 | 200,000 |
| **P. Gage Jull**[3][4][5]<br>Chairman and Director<br>Ontario, Canada | Executive Chairman of Arrow Exploration Corp. since March 2020. Director of GeneTether Therapeutics Inc. since October 2021. Chairman of Bordeaux Capital Inc. from November 2015 to December 2021. | September 2020 | 463,829 |

| | | | |
|---|---|---|---|
| **Chris Ntoumenopoulos**(5)<br>Director<br>Western Australia | Director of ResApp Health Ltd. since July 2015. Managing director of 21 Corporate Pty Ltd. since July 2016 and Strategic Advisor to Freeman Road since October 2016. Director of Race Oncology Ltd. between June 2016 and October 2020. | May 2022 | Nil |

Notes:

(1) Jason Carroll was appointed CEO of Tryp effective October 1, 2023 and James Gilligan resigned as Interim CEO of Tryp on the same date.
(2) Mr. Molloy was appointed Chief Business Officer on July 22, 2023.
(3) Member of the Audit Committee of the Tryp Board.
(4) Member of the Special Committee.
(5) Member of the Cash Conservation Committee of the Tryp Board. *Jim O'Neill is a non-voting member of this committee.
(6) The information as to Tryp Shares beneficially owned or over which control or direction is exercised, not being within the knowledge of Tryp, has been furnished by the respective individual director or officer.

**Cease Trade Orders, Bankruptcies, Penalties or Sanctions**

To the knowledge of Tryp, no director or officer:

(a) is, at the date of this Circular, or has been, within 10 years before the date of this Circular, a director, CEO or CFO of any company (including Tryp) that:

(i) was subject, to a cease trade or similar order or an order that denied the relevant company access to any exemptions under securities legislation, that was in effect for a period of more than 30 consecutive days (collectively, an "**Order**"); when such Order was issued while the person was acting in the capacity of a director, CEO or CFO of the relevant company; or

(ii) was subject to an Order for that was issued after such person ceased to be a director, CEO or CFO of the relevant company, and which resulted from an event that occurred while that person was acting in the capacity as director, CEO or CFO of the relevant company; or

(b) is, as at the date of this Circular, or has been within 10 years before the date of the Circular, a director or executive officer of any company (including Tryp) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

(c) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or

(d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(e) has been subject to any penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

## EXECUTIVE COMPENSATION

Under applicable securities legislation, Tryp is required to disclose certain financial and other information relating to the compensation of the CEO, the CFO and the most highly compensated executive officers of Tryp as at the date of this Circular whose total compensation was more than $150,000 for the financial year of Tryp ended August 31, 2023, other than for the Chief Executive Officer and the Chief Financial Officer (collectively, the "**Named Executive Officers**") and for the directors of Tryp.

### Summary Compensation Table

The following table (presented in accordance with Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers* under National Instrument 51-102 – *Continuous Disclosure Obligations*) sets out all direct and indirect compensation for, or in connection with, services provided to Tryp and its subsidiaries for the two most recently completed financial years ended August 31, 2023 and 2022, in respect of the Named Executive Officers as well as the directors of Tryp.

| TABLE OF COMPENSATION EXCLUDING COMPENSATION SECURITIES | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Name and Position** | **Year** | **Salary, Consulting Fee, Retainer or Commission** | **Bonus** | **Committee or Meeting Fees** | **Value of Perquisites** | **Value of all Other Compensation** | **Total Compensation** |
| James Gilligan[(1)]<br>*Chief Scientific Officer and Former Interim Chief Executive Officer* | 2023<br>2022 | 316,878<br>279,953 | Nil<br>Nil | Nil<br>Nil | Nil<br>nil | 73,174<br>35,912 | 390,052<br>315,855 |
| Peter Molloy[(2)]<br>*Chief Business Officer and Director* | 2023<br>2022 | 183,589<br>40,000 | Nil<br>Nil | Nil<br>Nil | Nil<br>Nil | Nil<br>Nil | 183,589<br>40,000 |
| Jim O'Neill<br>*Chief Financial Officer* | 2023<br>2022 | 121,255<br>Nil | Nil<br>Nil | Nil<br>Nil | Nil<br>Nil | Nil<br>Nil | 121,255<br>- |
| P. Gage Jull<br>*Director* | 2023<br>2022 | 26,667<br>40,000 | Nil<br>Nil | Nil<br>Nil | Nil<br>Nil | Nil<br>Nil | 26,667<br>40,000 |
| James Kuo<br>*Director* | 2023<br>2022 | 26,667<br>40,000 | Nil<br>Nil | Nil<br>Nil | Nil<br>Nil | Nil<br>Nil | 26,667<br>40,000 |
| Chris Ntoumenopoulos<br>*Director* | 2023<br>2022 | Nil<br>- | Nil<br>- | Nil<br>- | Nil<br>- | Nil<br>- | Nil<br>- |

| TABLE OF COMPENSATION EXCLUDING COMPENSATION SECURITIES | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Name and Position** | **Year** | **Salary, Consulting Fee, Retainer or Commission** | **Bonus** | **Committee or Meeting Fees** | **Value of Perquisites** | **Value of all Other Compensation** | **Total Compensation** |
| David Tousley[3] | 2023 | 26,667 | Nil | Nil | Nil | Nil | 26,667 |
| *Former Director* | 2022 | 21,222 | Nil | Nil | Nil | Nil | 21,222 |
| Greg McKee[4] | 2023 | - | - | - | - | - | - |
| *Former Director and Chief Executive Officer* | 2022 | 214,279 | Nil | Nil | Nil | 12,991 | 227,269 |
| Luke Hayes[5] | 2023 | - | - | - | - | - | - |
| *Former Chief Financial Officer* | 2022 | 151,561 | Nil | Nil | Nil | 38,002 | 189,562 |
| Darren Graham[6] | 2023 | - | - | - | - | - | - |
| *Former Interim Chief Financial Officer* | 2022 | 84,000 | Nil | Nil | Nil | Nil | 84,000 |
| William Garner[7] | 2023 | - | - | - | - | - | - |
| *Former Director* | 2022 | 56,429 | Nil | Nil | Nil | Nil | 56,429 |

Notes:

(1) Dr. Gilligan was appointed President and Chief Scientific Officer on November 2, 2020 and Interim CEO on February 4, 2022. Dr. Gilligan resigned as Interim CEO on October 1, 2023 concurrently with the appointment of Jason Carroll as CEO.
(2) Mr. Molloy was appointed Chief Business Officer on July 22, 2023.
(3) Mr. Tousley died unexpectedly in July 2023.
(4) Mr. McKee resigned as Director and Chief Executive Officer on February 3, 2022.
(5) Mr. Hayes resigned as Chief Financial Officer on January 31, 2022.
(6) Mr. Graham resigned as Interim Chief Financial Officer on February 18, 2022.
(7) Mr. Garner resigned as Director on February 18, 2022.

Except as set forth below, no compensation securities were granted or issued to directors or Named Executive Officers of Tryp during the most recently completed financial year ended August 31, 2023. On September 15, 2022, James O'Neill, Tryp's Chief Financial Officer, was granted 500,000 Tryp Employee Options having an exercise price of $0.17/share and expiring on September 15, 2032.

**Tryp Option Plan**

On October 26, 2023, the Tryp Board approved certain amendments to the Tryp Option Plan to increase the number of Tryp Shares available for issuance under the plan. At the Meeting, Tryp Shareholders will be asked to consider, and if deemed appropriate, approve an ordinary resolution ratifying and approving the Amended Option Plan. See: *"Information Concerning the Meeting – Approval of Stock Option Plan"*.

The following information is intended as a brief description of the Amended Option Plan and is qualified in its entirety by the full text of the Amended Option Plan attached as Schedule "2" to this Appendix "F" of the Circular.

*Stock Option Plan*

The number of Tryp Shares which are set aside for issuance under the Option Plan is equal to 15% of the number of Tryp Shares issued and outstanding from time to time, other than Tryp Shares issuable upon the exercise of the Special Consultant Options and subject to increase or decrease by any reason of re-organization, plan of arrangement, merger, re-capitalization, re-classification, stock dividend, subdivision or consolidation or as otherwise may be permitted by applicable law or relevant stock exchange rules. Given that there are 96,419,347 Tryp Shares issued and outstanding as at the date of this Circular, the number of Tryp Shares available for issuance under the Option Plan is 14,462,902 shares (not including 12,803,232 Special Consultant Options). As at the date of this Circular, there are 23,933,232 Tryp Employee Options outstanding (including Special Consultant Options), and a further 3,332,902 Tryp Employee Options may be granted under the Amended Option Plan as at the date of this Circular.

For the purposes of the Plan, "**Special Consultant Options**" means the aggregate of: (i) 5,269,684 Tryp Employee Options granted to consultants of Tryp on November 2, 2020, of which 5,089,684 remain outstanding as at the date of this Circular, and (ii) 7,713,548 Tryp Employee Options granted to Tryp's Chief Executive Officer pursuant to an agreement dated July 29, 2023.

*Eligible Persons* - Only directors, officers, employees and consultants of Tryp or its subsidiaries, and employees of a person or company which provides management services to Tryp or its subsidiaries ("**Management Company Employees**") are eligible to receive Options under the Option Plan.

*Rolling Evergreen Plan* - The Option Plan provides that the maximum number of Tryp Shares issuable upon the exercise of the Options shall not exceed such number which represents 15% of the issued and outstanding Tryp Shares from time to time other than Tryp Shares issuable upon the exercise of the Special Consultant Options. As a result, should additional Tryp Shares be issued in the future, the number of Tryp Shares issuable under the Option Plan will increase accordingly. Tryp's Option Plan is considered an "evergreen" plan, since the Tryp Shares covered by Options (other than Special Consultant Options) which have been exercised, cancelled, expired or otherwise terminated for any reason without having been exercised, for any reason, shall be available for subsequent grants under the Option Plan and the number of Options available to grant increases as the number of issued and outstanding Tryp Shares increases.

*Limitations* - The Option Plan includes the following additional limitations: (i) the number of Tryp Shares subject to an option granted to any one participant shall be determined by the Board, but no one participant shall be granted an option which exceeds such maximum number, if any, permitted by the CSE; (ii) if prohibited by the CSE, no single participant will be granted Options to purchase a number of Tryp Shares equaling more than 5% of the issued Tryp Shares, in any twelve-month period, unless Tryp obtains such required approvals as prescribed by the CSE, if applicable; (iii) Options shall not be granted if the exercise thereof would result in the issuance of Tryp Shares, in any twelve-month period to any one consultant of Tryp (or any of its subsidiaries), which exceeds the maximum number of Tryp Shares permitted by the CSE, if any, unless Tryp obtains such required approvals as prescribed by the CSE, if applicable; and (iv) Options shall not be granted if the exercise thereof would result in the issuance of Tryp Shares, in any twelve-month period to persons employed to provide investor relation activities, which exceeds the maximum number of Tryp Shares permitted by the CSE, if any, unless Tryp obtains such required approvals as prescribed by the CSE, if applicable.

*Terms of the Options* - Under the Option Plan, the Board determines the exercise price of the Options at the time of grant, provided that the exercise price shall not be less than the exercise price permitted by the CSE. The Board also determines the period during which an Option may be exercised at the time of

grant, subject to any vesting limitations, which may be imposed by the Board in its sole discretion at the time of grant, provided that no Option shall be exercisable for a period exceeding 10 years.

*Ceasing to be a Director, Officer, Employee or Consultant* - The Option Plan provides that subject to the terms of the applicable stock option agreement, in the event of the option participant ceasing to be a director, officer, employee, consultant or Management Company Employee of Tryp or a subsidiary for any reason other than death, such Option may be exercised at any time up to an including the earlier of: (a) the expiry time; and (b) a date that is 90 days following the effective date of such cessation unless such participant was engaged in investor relations activities, in which case such exercise must occur within 30 days after the cessation of the participant's services to Tryp.

*Transferability* - Options granted under the Option Plan are non-transferable and non-assignable, except in the event of the death of an option participant, in which case Options held by such option participant may be exercised only within the one year after such death and then only by the person or persons to whom an option participant's rights under the Option pass by the option participant's will or applicable law.

*Amendments* - Subject to applicable regulatory approval, the Board may from time to time, without further action by the shareholders, amend the Option Plan and the terms and conditions of any Option thereafter to be granted and, without limiting the generality of the foregoing, may make such amendments for the purpose of meeting any changes in any relevant law, stock exchange policy, rule or regulation applicable to the Option Plan, any Option or the Tryp Shares, or for any other purpose which may be permitted by all relevant laws, rules and regulations, provided that any such amendment shall not alter the terms or conditions of any Option or impair any right of any option holder pursuant to any Option granted prior to such amendment.

**Employment, Consulting and Management Agreements**

Below is a description of the material terms of each agreement or arrangement under which compensation was provided during the most recently completed financial year or is payable in respect of employment, consulting or management services provided to Tryp or any of its subsidiaries that were performed by a director or Named Executive Officer (as at August 31, 2023).

*Dr. James Gilligan*

On June 1, 2021, Tryp USA entered into an employment agreement with Dr. Gilligan (the "**Gilligan Employment Agreement**") pursuant to which Dr. Gilligan agreed to provide chief scientific officer services to Tryp in consideration of a base salary of US$194,596 per annum, which base salary will be increased by an amount equal to 1% of the aggregate gross proceeds received by Tryp from any capital raise completed during Dr. Gilligan's employment, up to a maximum total aggregate increase of US$261,189, and a maximum possible base salary of US$455,785. Dr. Gilligan is also eligible to receive annual cash bonuses equal to a maximum of 35% of his then current base salary, at the sole discretion of the Tryp Board. In the event that the Gilligan Employment Agreement is terminated by Tryp without cause or by Dr. Gilligan for good reason, Dr. Gilligan is entitled to be paid three months of his then current base salary.

**Oversight and Description of Director and Named Executive Officer Compensation**

*Compensation of Named Executive Officers*

Principles of Executive Compensation

Tryp believes in linking an individual's compensation to his or her performance and contribution as well as to the performance of Tryp as a whole. The primary components of Tryp's executive compensation are base salary and option-based awards. The Tryp Board believes that the mix between base salary and incentives must be reviewed and tailored to each executive based on their role within the organization as well as their own personal circumstances. The overall goal is to successfully link compensation to the interests of the Tryp Shareholders. The following principles form the basis of Tryp's executive compensation program:

(1) align interests of executives and Tryp Shareholders;

(2) attract and motivate executives who are instrumental to the success of Tryp and the enhancement of Tryp Shareholder value;

(3) pay for performance;

(4) ensure compensation methods have the effect of retaining those executives whose performance has enhanced Tryp's long-term value; and

(5) connect, if possible, Tryp's employees into principles 1 through 4 above.

The Tryp Board is responsible for Tryp's compensation policies and practices. The Tryp Board has the responsibility to review and make recommendations concerning the compensation of the directors of Tryp and the Named Executive Officers within the constraints of the agreements described under "*Employment, Consulting and Management Agreements*" above. The Tryp Board also has the responsibility to make recommendations concerning annual bonuses and grants to eligible persons under the Tryp Option Plan. The Tryp Board also reviews and approves the hiring of executive officers.

Base Salary

The Tryp Board approves the salary ranges for the Named Executive Officers. At the current stage of Tryp's development, salaries have been determined by Tryp Board discussion without any formal targeted objectives. Going forward, the base salary review for each Named Executive Officer will be based on assessment of factors such as current competitive market conditions, compensation levels within a peer group and particular skills, such as leadership ability and management effectiveness, experience, responsibility and proven or expected performance of the particular individual. Comparative data for Tryp's peer group will also be accumulated from a number of external sources including independent consultants. Tryp's policy for determining salary for executive officers is consistent with the administration of salaries for all other employees.

Short Term Incentive Compensation

Tryp, in its discretion, may award annual bonuses in order to motivate executives to achieve short-term corporate goals. The Tryp Board approves the granting of any annual bonuses.

The success of Named Executive Officers in achieving their individual objectives and their contribution to Tryp in reaching its overall goals are factors in the determination of their annual bonus. The Tryp Board assesses each Named Executive Officer's performance on the basis of his or her respective contribution to the achievement of the predetermined corporate objectives, as well as to needs of Tryp that arise on an operational basis. This assessment is used by the Tryp Board in developing its recommendations with respect to the determination of annual bonuses for the Named Executive Officers.

Compensation and Measurements of Performance

Other than as disclosed in "*Employment, Consulting and Management Agreements*" above, it is the intention of the Tryp Board to approve targeted amounts of annual bonuses for each Named Executive Officer at the beginning of each financial year. The targeted amounts are based on a number of factors, including comparable compensation of similar companies.

Achieving predetermined individual and/or corporate targets and objectives, as well as general performance in regular corporate activities, will trigger the award of a bonus payment to the Named Executive Officers. The Named Executive Officers will receive a partial or full incentive payment depending on the number of the predetermined targets met and the Tryp Board's assessment of overall performance. The determination as to whether a target has been met is ultimately made by the Tryp Board and the Tryp Board reserves the right to make positive or negative adjustments to any bonus payment if they consider them to be appropriate.

Long-Term Incentive Compensation

The Tryp Option Plan is Tryp's only long-term incentive compensation plan.

Compensation of Directors

Members of the Tryp Board do not receive any compensation for attending meetings of the Tryp Board, committees of the Tryp Board and meetings of Tryp Shareholders. Other than Tryp Employee Options to purchase Tryp Shares, which are granted to Tryp's directors from time to time, Tryp does not have any arrangements pursuant to which directors are remunerated by Tryp or any of its subsidiaries for their services in their capacities as directors, consultants or experts.

**Pension Disclosure**

There are no pension plan benefits in place for the Named Executive Officers or the directors of Tryp.

## SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets out information concerning the number and price of securities to be issued under equity compensation plans and others as at August 31, 2023.

| Plan Category | Number of Securities to be Issued upon Exercise of Options, Warrants and Rights (a) | Weighted – Average Exercise Price of Outstanding Options, Warrants and Rights (b) | Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (excluding securities reflected in column (a)) |
|---|---|---|---|
| **Equity Compensation Plans Approved by Securityholders** | 14,584,127 | 0.167 | 4,468,459 |
| **Equity Compensation Plans Not Approved by Securityholders** | N/A | N/A | N/A |
| **Total** | 14,584,127 | 0.167 | 4,468,459 |

Note:

(1) Pursuant to the Tryp Option Plan, the number of authorized but unissued Tryp Shares that may be issued upon the exercise of Options granted under the Option Plan at any time shall not exceed 15% of the issued and outstanding Tryp Shares at any time (not including Special Consultant Options). As at August 31, 2023 there were 96,419,347 Tryp Shares issued and outstanding. On October 26, 2023, the Tryp Board amended the Tryp Option Plan to increase the number of Special Consultant Options authorized thereunder by 7,713,548. At the Meeting, Tryp Shareholders will be asked to ratify the Amended Option Plan.

### Directors' and Officers' Liability Insurance

Tryp has purchased a directors' and officers' liability insurance policy, effective from October 1, 2023 to September 30, 2024. The policy provides $US2,000,000 per claim and US$2,000,000 for aggregate liability coverage (no excess coverage). The aggregate premium paid for the coverage was US$380,000 financed over the policy term.

## INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As at the date hereof, no director, executive officer, employee or former director, executive officer or employee of Tryp, nor any of their associates or affiliates, is indebted to Tryp nor has any such person been indebted to any other entity where such indebtedness is the subject of a guarantee, support agreement, letter of credit or similar arrangement or understanding, provided by Tryp.

## MANAGEMENT CONTRACTS

Management functions of Tryp are substantially performed by the directors or executive officers of Tryp and not, to any substantial degree, by any other person with whom Tryp has contracted.

## LEGAL PROCEEDINGS AND REGULATORY ACTIONS

Tryp is not, and was not during the most recently completed financial year, or from the end of the most recently completed financial year to the date of this Circular, a party to, nor was any of its property the

subject of, any legal proceedings or regulatory actions material to Tryp, and no such proceedings or actions are known to be contemplated.

## MATERIAL CONTRACTS

Except for contracts made in the ordinary course, the Arrangement Agreement is the only material contracts entered into by Tryp since the beginning of the last financial year ending before the date of this Circular or before the beginning of the last financial year ending before the date of this Circular, that is still in effect. For a description of the material terms and conditions of the Arrangement Agreement, please see the Circular of which this Appendix "F" forms a part under the heading "*Information Concerning the Arrangement – the Arrangement Agreement*".

## AUDIT COMMITTEE

Under National Instrument 52-110 - *Audit Committees* ("**NI 52-110**"), Tryp is required to include in this Circular the disclosure required under Form 52-110F2 with respect to the audit committee (the "**Audit Committee**") of the Tryp Board, including the composition of the Audit Committee, the text of the Audit Committee charter (attached hereto as Schedule "1"), and the fees paid to the external auditor.

### Composition of the Audit Committee

The following are the current members of the Audit Committee:

| Name[(1)(2)] | Independence[(1)] | Financial Literacy |
|---|---|---|
| P. Gage Jull | Independent | Financially Literate |
| Peter Molloy | Non-Independent | Financially Literate |

Notes:
(1) Tryp is a "venture issuer" for the purposes of NI 52-110. As such, Tryp is exempt from the requirement to have the Audit Committee comprised entirely of independent members.
(2) David Tousley, a former director of Tryp and member of the Audit Committee, died unexpectedly in July 2023. A replacement for Mr. Tousley on the Audit Committee has not yet been appointed.

### Relevant Education and Experience

*Philip Gage Jull*

Mr. Jull is Executive Chairman of Arrow Exploration a TSXV and London AIM listed oil and gas exploration and production company. Mr. Jull was a co-founder and Chairman of Bordeaux Capital Inc., a Toronto-based mergers & acquisitions advisory firm focused on emerging companies in the natural resources and other sectors. Mr. Jull is a Director, and Chair of the Audit Committee of GeneTether Therapeutics Inc., a CSE listed genetics and gene editing company. He also acted as a Director and Chairman of the Special Committee for Aldridge Minerals Inc., a TSXV listed mining company which went private. Prior to Bordeaux Capital, Mr. Jull was a Managing Director, Corporate Finance at Mackie Research Capital Corp., an investment banking, and securities brokerage firm. Mr. Jull has experience working on numerous cross border equity and debt offerings involving energy assets around the world, with capital sourced in Canada, the U.S. and the U.K. At Prudential Bache Mr. Jull was the lead banker on the cross border (NASDAQ/TSX) IPO for QLT/Quadra Logic Technologies a Vancouver-based pharmaceutical company. He has completed over 200 financings and M&A transactions in the course of his career.

Mr. Jull holds a BSc degree from the University of Toronto, an MBA from the University of Western Ontario, and PEng and CFA designations.

*Peter Molloy*

Peter Molloy has 25 years of experience creating, advising and investing in private and public companies, with a particular focus on the healthcare sector. He was previously the founder and CEO of Edison Group where he spent 15 years building the company into an international brand with a global team in excess of 100 people, recognized for its world class equity research platform, advisory services, and deep sector expertise. Mr. Molloy remains a Director and principle shareholder of Edison. Mr. Molloy is also the co-founder of various other companies including, most recently, Tarus Therapeutics Inc., an immuno-oncology company with a broad portfolio of adenosine receptor antagonists. Peter's earlier career includes a successful period as an institutional investor, most notably at Hermes Investment Management in London, managing a healthcare and technology focused small/mid-cap portfolio, and with a close involvement in Hermes' shareholder activism initiatives.

Mr. Molloy graduated from Exeter University (UK) with a degree in Economics and is an alumnus of London Business School. He is a member of CFA (UK).

**Reliance on Certain Exemptions**

At no time since the commencement of Tryp's most recently completed financial period has it relied on the exemption in:

(a) Section 2.4 of NI 52-110 (*De Minimis Non-Audit Services*); or

(b) an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

Tryp is relying on the exemption provided in Section 6.1 of NI 52-110 as Tryp is a "venture issuer". As a result, Tryp is exempt from the requirements of Part 3 (*Composition of Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

**Pre-Approval Policies and Procedures**

The Audit Committee has not adopted any specific policies and procedures for the engagement of non-audit services.

**External Auditor Service Fees (By Category)**

The following table discloses the fees billed to Tryp by its external auditor for each of the two most recently completed financial years.

| Audit Service Fees | Year-ended August 31, 2023 | Year-ended August 31, 2022 |
|---|---|---|
| Audit Fees | $46,000 | $40,000 |
| Audit Related Fees | Nil | Nil |
| Tax Fees | Nil | Nil |
| All Other Fees | Nil | Nil |
| **Total** | $46,000 | $40,000 |

Notes:

(1) "Audit Fees" includes fees for the performance of the annual audit and for accounting consultations on matters reflected in the financial statements.

(2) "Audit Related Fees" includes fees for assurance and related services, related to the performance of the review of the financial statements that are not reported under Audit Fees.

(3) "Tax Fees" includes the fees paid for tax compliance, tax planning and tax advice.

## CORPORATE GOVERNANCE

Corporate governance relates to the activities of the Tryp Board, the members of which are elected by and are accountable to the Tryp Shareholders, and takes into account the role of the individual members of management who are appointed by the Tryp Board and who are charged with our day-to-day management. The Tryp Board will monitor such practices on an ongoing basis and when necessary implement such additional practices as it deems appropriate.

National Instrument 58-201 – *Corporate Governance Guidelines* ("**NI 58-201**") establishes corporate governance guidelines to be used by issuers in developing their own corporate governance practices. The Tryp Board is committed to sound corporate governance practices, which are both in the interest of Tryp Shareholders and contribute to effective and efficient decision making. Pursuant to NI 58-201, the Tryp Board has adopted a Code of Business Conduct, which addresses, but is not limited to, the following issues:

(a) conflicts of interest;

(b) compliance with laws, rules and regulations

(c) protection and proper use of corporate opportunities;

(d) confidentiality of corporate information

(e) fair dealing with security holders, customers, competitors and employees; and

(f) accuracy of business records.

In addition, pursuant to NI 51-201 – *Disclosure Standards*, Tryp has adopted a disclosure policy, which addresses, but is not limited to addressing, the following issues:

(a) timely disclosure of material information;

(b) insider trading; and

(d) rumours and speculation.

**Board of Directors**

The Tryp Board is responsible for supervising the management of the business and affairs of Tryp. The Tryp Board is currently comprised of two independent directors and two non-independent director. The independent directors are P. Gage Jull and Chris Ntoumenopoulos as such term is contemplated under National Instrument 58-101 – *Disclosure of Corporate Governance Practices*. Peter Molloy is not independent by virtue of being Tryp's current Chief Business Officer and James Kuo is not independent by virtue of being Tryp's former CEO.

The Tryp Board has plenary power to manage and supervise the management of Tryp's business and affairs and to act in Tryp's best interest. The Tryp Board is responsible for the Tryp's overall stewardship and approves all significant decisions that affect Tryp before they are implemented. The Tryp Board also considers their implementation and reviews the results. Any related party transaction as such term is defined in MI 61-101 is subject to review by the independent directors of the Tryp Board.

**Directorships**

Certain of Tryp's directors are currently directors of other reporting issuers (or equivalent) in a jurisdiction or a foreign jurisdiction as follows:

| *Name of Director* | *Name of Other Reporting Issuer* | *Exchange* |
|---|---|---|
| P. Gage Jull | Arrow Exploration Corp.<br>GeneTether Therapeutics Inc. | TSXV<br>CSE |
| Chris Ntoumenopoulos | ResApp Health Limited | ASX |

**Orientation and Continuing Education of Board Members**

New members of the Tryp Board are briefed about the nature of our business, our corporate strategy and our current issues. New directors will be encouraged to review our public disclosure records as filed on SEDAR+ at www.sedarplus.ca after we became a reporting issuer. Directors are also provided with access to management to better understand our operations, and to our legal counsel to discuss their legal obligations as our directors.

**Ethical Business Conduct**

The Tryp Board has adopted a written Code of Business Conduct for all directors, officers and future employees and subsidiaries.

The Tryp Board is also required to comply with the conflict of interest provisions of the BCBCA and relevant Securities Regulation in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest. Any interested director is required to declare the nature and extent of his interest and is not entitled to vote on any matter that is the subject of the conflict of interest.

**Nominations of Directors**

The size of the Tryp Board is reviewed annually when the Tryp Board considers the number of directors to recommend for election at the annual meeting of Tryp Shareholders. The Tryp Board takes into account

the number of directors required to carry out the duties of the Tryp Board effectively, and to maintain a diversity of view and experience.

**Compensation of Directors and Officers**

The independent member(s) of the Tryp Board review and determine the compensation of directors and officers. The Tryp Board meets at least annually to establish, administer and evaluate the compensation philosophy, policies and plans for directors and officers regarding director and executive compensation and to review the performance and determine the compensation of the Chief Executive Officer, based on criteria including Tryp's performance and accomplishment of long-term strategic objectives, each individual officer's performance and comparable compensation paid to similarly-situated officers in comparable companies.

**Other Board Committees**

The Tryp Board also established the Audit Committee, the Special Committee and a Cash Conservation Committee.

**Assessment of Directors, the Tryp Board and Board Committees**

The Tryp Board monitors the adequacy of information given to directors, the communications between the Tryp Board and management and the strategic direction and processes of the Tryp Board and its committees, to satisfy itself that the Tryp Board, its committees and its individual directors are performing effectively.

## RISK FACTORS

If the Arrangement is completed, Tryp will continue to face many of the risks that it currently faces with respect to its business, affairs, operations and future prospects. Many of such risk factors are set forth and described in Tryp's prospectus dated December 8, 2020 and other continuous disclosure filings, copies of which are available under the Tryp's profile on SEDAR+ at www.sedarplus.ca. Such risks, together with the additional risks and uncertainties contained in this Circular, should be carefully considered when deciding whether to make an investment in Tryp and the Tryp Shares. These risks and uncertainties are not the only ones that could affect Tryp or the Tryp Shares, and additional risks and uncertainties not currently known to Tryp, or that it currently considers not to be material, may also impair the business, financial condition and results of operations of Tryp and/or the value of the Tryp Shares. If any of such risks or other risks occur, they could have a material adverse effect on Tryp's business, financial condition and results of operations and/or the value of the Tryp Shares. There is no assurance that any risk management steps taken by Tryp will avoid future loss due to the occurrence of such risks.

**Schedule "1"**

**Audit Committee Charter**

**AUDIT COMMITTEE CHARTER**

**TRYP THERAPEUTICS INC.**
(the "**Company**")

## PURPOSE

Tryp Therapeutics Inc. (the "**Company**") shall appoint an audit committee (the "**Committee**") to assist the board of directors (the "**Board**") of the Company in fulfilling its responsibilities of oversight and supervision of the accounting and financial reporting practices and procedures on behalf of the Company and its direct and indirect subsidiaries, the adequacy of internal accounting controls and procedures, and the quality and integrity of the financial statements of the Company. In addition, the Committee is responsible for overseeing the audits of the financial statements of the Company, for directing the auditors' examination of specific areas, for the selection of the independent external auditors of the Company and for the approval of all non-audit services for which the auditors of the Company may be engaged.

## I. STRUCTURE AND OPERATIONS

The Committee shall be comprised of at least three members, each of whom shall be a director of the Company, and at least a majority of which shall meet the independence requirements of National Instrument 52-110 – *Audit Committees* ("**NI 52-110**").

Each member of the Committee shall satisfy, or work towards satisfying, the "financial literacy" requirement of NI 52-110, by having the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that can reasonably be expected to be raised by the financial statements of the Company.

The members of the Committee shall be annually appointed by the Board and shall serve until such member's successor is duly elected and qualified or until such member's earlier resignation or removal. The members of the Committee may be removed, with or without cause, by a majority of the Board.

## II. CHAIR OF THE COMMITTEE

Unless the Board elects a Chair of the Committee, the members of the Committee shall designate a Chair by the majority vote of the full Committee membership.

The Chair of the Committee shall:

(a) call and conduct the meetings of the Committee;

(b) be entitled to vote to resolve any ties;

(c) prepare and forward to members of the Committee the agenda for each meeting of the Committee, and include, in the agenda, any items proposed for inclusion in the agenda by any member of the Committee;

(d) review with the Chief Financial Officer ("**CFO**") and the auditors for the Company any matters referred to the Chair by the CFO or the auditors of the Company;

(e) appoint a secretary, who need not be a member of the Committee, to take minutes of the meetings of the Committee; and

(f) act in a manner that the Committee meetings are conducted in an efficient, effective and focused manner.

## III. MEETINGS

The Committee shall meet at least quarterly or more frequently as circumstances dictate. As part of its goal to foster open communication, the Committee shall periodically meet with management and the external auditors in separate sessions to discuss any matters that the Committee or each of these groups believes should be discussed privately. The Committee may meet privately with outside counsel of its choosing and the CFO of the Company, as necessary. In addition, the Committee shall meet with the external auditors and management quarterly to review the Company's financial statements in a manner consistent with that outlined in this Charter.

The Committee may invite to its meetings any partners of the Company, management and such other persons as it deems appropriate in order to carry out its responsibilities. The Committee may exclude from its meetings any persons it deems appropriate in order to carry out its responsibilities.

A majority of the Committee members, but not less than two, shall constitute a quorum. A majority of members present at any meeting at which a quorum is present may act on behalf of the Committee. The Committee may meet by telephone or videoconference and may take action by unanimous written consent with respect to matters that may be acted upon without a formal meeting.

The Committee shall maintain minutes or other records of meetings and activities of the Committee.

Notice of the time and place of every meeting shall be given in writing or electronic communication to each member of the Committee at least 24 hours prior to the time fixed for such meeting provided however, that a member may in any manner waive a notice of a meeting. Attendance of a member at a meeting is a waiver of notice of the meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

## IV. RESPONSIBILITIES, DUTIES AND AUTHORITY

The following functions shall be the common recurring activities of the Committee in carrying out its responsibilities outlined in this Charter. These functions should serve as a guide with the understanding that the Committee may carry out additional functions and adopt additional policies and procedures as may be appropriate in light of changing business, legislative, regulatory, legal and other conditions. The Committee shall also carry out any other responsibilities and duties delegated to it by the Board from time to time related to the purposes of this Committee.

The Committee in discharging its oversight role is empowered to investigate any matter of interest or concern that the Committee deems appropriate. In this regard, the Committee shall have the authority to retain outside counsel, accounting or other advisors for this purpose, including authority to approve the fees payable to such advisors and other terms of retention. In addition, the Committee shall have the authority to communicate directly with both external and internal auditors of the Company.

The Committee shall be given full access to the Board, management, employees and others, directly and indirectly responsible for financial reporting, and external auditors, as necessary, to carry out these responsibilities. While acting within the scope of this stated purpose, the Committee shall have all the authority of the Board.

The Committee shall be responsible for assessing the range of financial and other risks to the business and affairs of the Company that the Board shall focus on, and make recommendations to the Board about how appropriate responsibilities for continuing to identify, monitor and manage these risks are to be delegated. The Committee shall review and discuss with management and the internal and external auditors all major financial risk exposures and the steps management has taken to monitor/control those exposures. In addition, the Committee shall encourage continuous improvement of, and foster adherence to, the Company's financial policies, procedures and practices at all levels in the organization; and provide an avenue of communication among the external auditors, management and the Board.

Absent actual knowledge to the contrary (which shall promptly reported to the Board), each member of the Committee shall be entitled to rely on: (i) the integrity of those persons or organizations within and outside the Company from which it receives information: (ii) the accuracy of the financial and other information provided to the Committee by such persons or organizations; and (iii) representations made by management and the external auditors, as to any information technology, internal audit and other non-audit services provided by the external auditors to the Company and its subsidiaries.

## V. SPECIFIC RESPONSIBILITIES AND ACTIVITIES

A. Document Reports/Reviews

1. *Annual Financial Statements*. The Committee shall review with management and the external auditors, both together and separately, prior to public dissemination:

   (a) the annual audited financial statements;

   (b) the external auditors' review of the annual financial statements and their report;

   (c) any significant changes that were required in the external audit plan;

   (d) any significant issues raised with management during the course of the audit, including any restrictions on the scope of activities or access to information; and

   (e) those matters related to the conduct of the audit that are required to be discussed under generally accepted auditing standards applicable to the Company.

   Following completion of the matters contemplated above and in Section 15, the Committee shall make a recommendation to the Board with respect to the approval of the annual financial statements with such changes contemplated and further recommended, as the Committee considers necessary.

2. *Interim Financial Statements*. The Committee shall review with management and may review with the external auditors, both together and separately, prior to public dissemination, the interim

unaudited financial statements of the Company, including to the extent the Committee considers appropriate, a discussion with the external auditors of those matters required to be discussed under generally accepted auditing standards applicable to the Company.

3. *Management's Discussion and Analysis*. The Committee shall review with management and the external auditors, both together and separately prior to public dissemination, the annual Management's Discussion and Analysis of Financial Condition and Results of Operations ("**MD&A**") and the Committee shall review with management and may review with the external auditors, interim MD&A.

4. *Approval of Annual MD&A, Interim Financial Statements and Interim MD&A*. The Committee shall make a recommendation to the Board with respect to the approval of the annual MD&A with such changes contemplated and further recommended by the Committee as the Committee considers necessary. In addition, the Committee shall approve the interim financial statements and interim MD&A of the Company, if the Board has delegated such function to the Committee. If the Committee has not been delegated this function, the Committee shall make a recommendation to the Board with respect to the approval of the interim financial statements and interim MD&A with such changes contemplated and further recommended as the Committee considers necessary.

5. *Press Releases*. With respect to press releases by the Company:

   (a) The Committee shall review the Company's financial statements, MD&A and annual and interim earnings press releases before the Company publicly discloses this information.

   (b) The Committee shall review with management, prior to public dissemination, the annual and interim earnings press releases (paying particular attention to the use of any "pro forma" or "adjusted non-IFRS" information) as well as any financial information and earnings guidance provided to analysts and rating agencies.

   (c) The Committee shall be satisfied that adequate procedures are in place for the review of the Company's public disclosure of financial information extracted or derived from the Company's financial statements, other than public disclosure referred to in Section V.A.4 of this Charter, and periodically assess the adequacy of those procedures.

6. *Reports and Regulatory Returns*. The Committee shall review and discuss with management, and the external auditors to the extent the Committee deems appropriate, such reports and regulatory returns of the Company as may be specified by law.

7. *Other Financial Information*. The Committee shall review the financial information included in any prospectus, annual information form or information circular with management and, at the discretion of the Committee, the external auditors, both together and separately, prior to public dissemination, and shall make a recommendation to the Board with respect to the approval of such prospectus, annual information form or information circular with such changes contemplated and further recommended as the Committee considers necessary.

B. Financial Reporting Processes

8. *Establishment and Assessment of Procedures*. The Committee shall satisfy itself that adequate procedures are in place for the review of the public disclosure of financial information extracted or derived from the financial statements of the Company and assess the adequacy of these procedures annually.

9. *Application of Accounting Principles*. The Committee shall assure itself that the external auditors are satisfied that the accounting estimates and judgements made by management, and their selection of accounting principles reflect an appropriate application of such accounting principles.

10. *Practices and Policies*. The Committee shall review with management and the external auditors, together and separately, the principal accounting practices and policies of the Company.

C. External Auditors

11. *Oversight and Responsibility*. In respect of the external auditors of the Company:

    (a) The Committee, in its capacity as a committee of the Board, shall be directly responsible for, or if required by Canadian law shall make recommendations to the Board with respect to, the appointment, compensation, retention and oversight of the work of the external auditors engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company, including the resolution of disagreements between management and the external auditors regarding financial reporting.

    (b) The Committee is directly responsible for overseeing the work of the external auditors engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company, including the resolution of disagreements between management and the external auditors regarding financial reporting.

12. *Reporting*. The external auditors shall report directly to the Committee and are ultimately accountable to the Committee.

13. *Annual Audit Plan*. The Committee shall review with the external auditors and management, together and separately, the overall scope of the annual audit plan and the resources the external auditors will devote to the audit. The Committee shall annually review and approve the fees to be paid to the external auditors with respect to the annual audit.

14. *Non-Audit Services*.

    (a) "Non-audit services" means all services performed by the external auditors other than audit services. The Committee shall pre-approve all non-audit services to be provided to the Company or its subsidiaries by the Company's external auditor and permit all non-audit services, other than non-audit services where:

        (i) the aggregate amount of all such non-audit services that were not pre-approved is reasonably expected to constitute no more than five per cent of the total

amount of fees paid by the Company and its subsidiaries to the Company's external auditor during the fiscal year in which the services are provided;

(ii) the Company or its subsidiary, as the case may be, did not recognize the services as non-audit services at the time of the engagement; and

(iii) the services are promptly brought to the attention of the Committee and approved, prior to the completion of the audit, by the Committee or by one or more of its members to whom authority to grant such approvals had been delegated by the Committee.

(b) The Committee may delegate to one or more members of the Committee the authority to grant such pre-approvals for non-audited services. The decisions of such member(s) regarding approval of "non-audit" services shall be reported by such member(s) to the full Committee at its first scheduled meeting following such pre-approval.

(c) The Committee shall adopt specific policies and procedures for the engagement of the non-audit services if:

(i) the pre-approval policies and procedures are detailed as to the particular services;

(ii) the Committee is informed of each non-audit service; and

(iii) the procedures do not include delegation of the Committee's responsibilities to management.

15. *Independence Review*. The Committee shall review and assess the qualifications, performance and independence of the external auditors, including the requirements relating to such independence of the law governing the Company. At least annually, the Committee shall receive from the external auditors, a formal written statement delineating all relationships between the Company the external auditors, actively engage in a dialogue with the external auditors with respect to any disclosed relationships or services that may impact the objectivity and independence of the auditor, and, if necessary, recommend that the Board takes appropriate action to satisfy themselves of the external auditors' independence and accountability to the Committee. In evaluating the performance of the external auditors, the Audit Committee shall evaluate the performance of the external auditors' lead partner and shall ensure the rotation of lead partners as required by law.

D. Internal Controls.

Management shall be required to provide the Committee, at least annually, a report on internal controls, including reasonable assurance that such controls are adequate to facilitate reliable and timely financial information. The Committee shall also review and follow-up on any areas of internal control weakness identified by the external auditors with the auditors and management.

E. Reports to Board

16. *Reports*. In addition to such specific reports contemplated elsewhere in this Charter, the Committee shall report regularly to the Board regarding such matters, including:

(a) with respect to any issues that arise with respect to the quality or integrity of the financial statements of the Company, compliance with legal or regulatory requirements by the Company, or the performance and independence of the external auditors of the Company;

(b) following meetings of the Committee; and

(c) with respect to such other matters as are relevant to the Committee's discharge of its responsibilities.

17. *Recommendations*. In addition to such specific recommendations contemplated elsewhere in this Charter, the Committee shall provide such recommendations as the Committee may deem appropriate. The report to the Board may take the form of an oral report by the Chair or any other member of the Committee designated by the Committee to make such report.

F. Whistle Blowing

18. *Procedures*. The Committee shall establish procedures for:

(a) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters; and

(b) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

19. *Notice to Employees*.

(a) To comply with the above, the Committee shall ensure each of the Company and its subsidiaries advises all employees, by way of a written code of business conduct and ethics (the "**Code**"), or if such Code has not yet been adopted by the respective board, by way of a written or electronic notice, that any employee who reasonably believes that questionable accounting, internal accounting controls, or auditing matters have been employed by the Company or their external auditors is strongly encouraged to report such concerns by way of communication directly to the Chair. Matters referred may be done so anonymously and in confidence.

(b) None of the Company or its subsidiaries shall take or allow any reprisal against any employee for, in good faith, reporting questionable accounting, internal accounting, or auditing matters. Any such reprisal shall itself be considered a very serious breach of this policy.

(c) All reported violations shall be investigated by the Committee following rules of procedure and process as shall be recommended by outside counsel.

G. General

20. *Access to Advisers and Funding*. The Committee shall have the authority to engage independent counsel and other advisers, as it determines necessary to carry out its duties. The Company shall provide appropriate funding, as determined by the Committee, for payment of (a) compensation to any external auditors engaged for the purpose of preparing or issuing an audit report or performing other audit, review or attest services for the Company; (b) compensation to any advisers employed by the Committee; and (c) ordinary administrative expenses of the Committee that are necessary or appropriate in carrying out its duties.

21. *Hiring of Partners and Employees of External Auditors*. The Committee shall annually review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.

22. *Forward Agenda*. The Committee may annually develop a calendar of activities or forward agenda to be undertaken by the Committee for each ensuing year and to submit the calendar/agenda in the appropriate format to the Board of Directors following each annual general meeting of shareholders.

23. *Annual Performance Evaluation.* The Committee shall perform a review and evaluation, annually, of the performance of the Committee and its members, including a review of the compliance of the Committee with this Charter. In addition, the Committee shall evaluate, annually, the adequacy of this Charter and recommend any proposed changes to the Board.

24. *Related Party Transactions.* The Committee shall annually review transactions involving directors and officers, including a review of travel expenses and entertainment expenses, related party transactions and any conflicts of interests.

***General. The Committee shall perform such other duties and exercise such powers as may, from time to time, be assigned or vested in the Committee by the Board, and such other functions as may be required of an audit committee by law, regulations or applicable stock exchange rules.***

**Schedule "2"**

**Amended Option Plan**

**STOCK OPTION PLAN OF TRYP THERAPEUTICS INC.**
Effective October 26, 2023

## 1. PURPOSE

The purpose of the Stock Option Plan (the "**Plan**") of Tryp Therapeutics Inc., a corporation existing under the *Business Corporations Act* (British Columbia) (the "**Corporation**") is to advance the interests of the Corporation by encouraging the directors, officers, employees and consultants of the Corporation, and of its subsidiaries and affiliates, if any, to acquire common shares in the share capital of the Corporation (the "**Shares**"), thereby increasing their proprietary interest in the Corporation, encouraging them to remain associated with the Corporation and furnishing them with additional incentive in their efforts on behalf of the Corporation in the conduct of its affairs.

## 2. ADMINISTRATION

The Plan shall be administered by the Board of Directors of the Corporation or by a special committee of the directors appointed from time to time by the Board of Directors of the Corporation pursuant to rules of procedure fixed by the Board of Directors (such committee or, if no such committee is appointed, the Board of Directors of the Corporation, is hereinafter referred to as the "**Board**"). A majority of the Board shall constitute a quorum, and the acts of a majority of the directors present at any meeting at which a quorum is present, or acts unanimously approved in writing, shall be the acts of the directors.

Subject to the provisions of the Plan, the Board shall have authority to construe and interpret the Plan and all option agreements entered into or all option certificates issued thereunder, to define the terms used in the Plan and in all option agreements entered into or all option certificates issued thereunder, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations necessary or advisable for the administration of the Plan. All determinations and interpretations made by the Board shall be binding and conclusive on all participants in the Plan and on their legal personal representatives and beneficiaries.

Each option granted hereunder may be evidenced by an option certificate and/or agreement in writing, signed on behalf of the Corporation and by the optionee, in such form as attached as Exhibit "A" hereto or as the Board shall approve from time to time. Each such agreement and/or option certificate shall recite that it is subject to the provisions of the Plan.

## 3. STOCK EXCHANGE RULES

All options granted pursuant to the Plan shall be subject to rules and policies of any stock exchange or exchanges on which the Shares are then listed and any other regulatory body having jurisdiction (hereinafter collectively referred to as, the "**Exchange**").

## 4. SHARES SUBJECT TO PLAN

Subject to adjustment as provided in Section 18 hereof, the Shares to be offered under the Plan shall consist of common shares of the Corporation's authorized but unissued common shares. The aggregate number of Shares issuable upon the exercise of all options granted under the Plan shall not exceed 15% of the issued and outstanding common shares of the Corporation from time to time (the "**Rolling 15%**

**Maximum**"), other than Shares issuable upon the exercise of the Special Consultant Options (as defined herein), which shall be in addition to the Rolling 15% Maximum. If any option granted hereunder, other than a Special Consultant Option, shall expire or terminate for any reason in accordance with the terms of the Plan without being exercised, the unpurchased Shares subject thereto shall again be available for the purpose of the Plan. If any Special Consultant Option shall expire or terminate for any reason in accordance with the terms of the Plan without being exercised, the unpurchased Shares subject thereto shall not be available for the purpose of the Plan. For the purposes of the Plan, "**Special Consultant Options**" shall mean the aggregate of: (i) the 5,269,684 options of the Corporation granted to consultants of the Corporation on November 2, 2020; and (ii) the 7,713,548 options of the Corporation be granted to the Corporation's Chief Executive Officer pursuant to an agreement dated July 29, 2023. Notwithstanding the foregoing, the aggregate number of Incentive Stock Options granted under the Plan shall not exceed the amount specified in Section 11(b)(vi).

## 5. MAINTENANCE OF SUFFICIENT CAPITAL

The Corporation shall at all times during the term of the Plan reserve and keep available such numbers of Shares as will be sufficient to satisfy the requirements of the Plan.

## 6. ELIGIBILITY AND PARTICIPATION

Directors, officers, consultants, and employees of the Corporation or its subsidiaries, and employees of a person or company which provides management services to the Corporation or its subsidiaries ("**Management Company Employees**") shall be eligible for selection to participate in the Plan (such persons hereinafter collectively referred to as "**Participants**"). Subject to compliance with any applicable requirements of the Exchange, Participants may elect to hold options granted to them in an incorporated entity wholly owned by them and such entity shall be bound by the Plan in the same manner as if the options were held by the Participant.

Subject to the terms hereof, the Board shall determine to whom options shall be granted, the terms and provisions of the respective option certificates, the time or times at which such options shall be granted and vested, and the number of Shares to be subject to each option. In the case of employees or consultants of the Corporation or Management Company Employees, the option agreements or option certificates, as applicable, to which they are party must contain a representation of the Corporation that such employee, consultant or Management Company Employee, as the case may be, is a bona fide employee, consultant or Management Company Employee of the Corporation or its subsidiaries.

A Participant who has been granted an option may, if such Participant is otherwise eligible, and if permitted under the policies of the Exchange, be granted an additional option or options if the Board shall so determine.

Notwithstanding the foregoing, the Board shall not grant options to residents of the United States (as defined in Rule 902(l) of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**")) or to U.S. persons (as defined in Rule 902(k) of Regulation S under the U.S. Securities Act ("**U.S. Persons**")) unless such options and the Shares issuable upon exercise thereof are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act. Furthermore, consultants who are in the United States or are U.S. Persons can only be granted an option pursuant to the provisions of the Plan if such consultants are

natural persons and are providing bona fide services not in connection with the offer or sale of the Corporation's securities in a capital-raising transaction, and do not directly or indirectly promote or maintain a market for the Corporation's securities, which for greater certainty, includes any persons providing investor relations activities.

**7. EXERCISE PRICE**

(a) The exercise price of the Shares subject to each option shall be determined by the Board, subject to applicable Exchange approval, at the time any option is granted. In no event shall such exercise price be lower than the exercise price permitted by the Exchange. For special rules for any option granted under the Plan to a Participant who is a citizen or resident of the United States of America, including its territories, possessions, and all areas subject to jurisdiction (a "**U.S. Optionee**"), see Section 11(d) of the Plan.

(b) Once the exercise price has been determined by the Board, accepted by the Exchange, if applicable, and the option has been granted, the exercise price of an option may only be amended pursuant to the policies of the Exchange; provided that the amendment of the exercise price of an option held by a U.S. Optionee must also comply with the United States Internal Revenue Code of 1986, as amended from time to time (the "**Code**").

**8. NUMBER OF OPTIONED SHARES**

(a) The number of Shares subject to an option granted to any one Participant shall be determined by the Board, but no one Participant shall be granted an option which exceeds such maximum number, if any, permitted by the Exchange.

(b) If prohibited by the Exchange, no single Participant will be granted options to purchase a number of Shares equaling more than 5% of the issued common shares of the Corporation, in any twelve-month period, unless the Corporation obtains such required approvals as prescribed by the Exchange, if applicable.

(c) Options shall not be granted if the exercise thereof would result in the issuance of Shares of the Corporation, in any twelve-month period to any one consultant of the Corporation (or any of its subsidiaries), which exceeds the maximum number of Shares permitted by the Exchange, if any, unless the Corporation obtains such required approvals as prescribed by the Exchange, if applicable.

(d) Options shall not be granted if the exercise thereof would result in the issuance of Shares of the Corporation, in any twelve-month period to persons employed to provide investor relation activities, which exceeds the maximum number of Shares permitted by the Exchange, if any, unless the Corporation obtains such required approvals as prescribed by the Exchange, if applicable. Options granted to consultants performing investor relations activities may contain vesting provisions, as determined by the Board.

**9. U.S. SECURITIES LAWS**

Neither the options which may be granted pursuant to the provisions of the Plan nor the Shares which may be purchased pursuant to the exercise of options have been registered under the U.S. Securities Act or under any securities law of any state of the United States. Accordingly, any option holder who is a U.S. Person or who is holding or exercising options in the United States, who is granted an option in the United States, who is a resident of the United States or who is otherwise subject to the U.S. Securities Act or the securities laws of any state of the United States (collectively, "**U.S. Option Holders**") or who becomes a U.S. Option Holder shall by acceptance of the options be deemed to represent, warrant, acknowledge and agree that:

(a) the option holder is acquiring the options and any Shares acquired upon the exercise of such options as principal and for the account of the option holder;

(b) in granting the options and issuing the Shares to the option holder upon the exercise of such options, the Corporation may require representations and warranties from the option holder to support the conclusion of the Corporation that the granting of the options and the issue of Shares upon the exercise of such options do not require registration under the U.S. Securities Act or to be qualified under the securities laws of any state of the United States;

(c) each certificate representing the options issued to a U.S. Option Holder and each certificate representing the Shares issued upon exercise by a U.S. Option Holder shall bear the following or a similar legend until such time as it is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws:

> "THE SECURITIES REPRESENTED HEREBY [*for options, add*: AND THE SECURITIES ISSUABLE UPON EXERCISE THEREOF] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"). THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE LAWS AND REGULATIONS GOVERNING THE OFFER AND SALE OF SECURITIES, AND THE HOLDER HAS, PRIOR TO SUCH SALE, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE CORPORATION. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

provided that if such options or such Shares are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities

Act the foregoing legend may be removed by providing a written declaration by the holder to the Corporation's registrar and transfer agent for the options and Shares, as applicable, to the following effect (or in such other form as the Corporation or its transfer agent may prescribe from time to time):

> "The undersigned acknowledges that the undersigned's sale of the _____ of the Corporation represented by certificate or account number _____ to which this declaration relates is being made in reliance on Rule 904 of Regulation S ("Regulation S") under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") and certifies that (a) the undersigned is either not an affiliate of the Corporation as that term is defined in Rule 405 of the U.S. Securities Act or is an affiliate as so defined solely by virtue of holding his position as an officer or director, (b) the offer of such common shares was not made to a person in the United States and either (i) at the time the buy order was originated, the buyer was outside the United States or the undersigned and any person acting on the undersigned's behalf reasonably believed that the buyer was outside the United States or (ii) the transaction was executed in, on or through the facilities of a "designated offshore securities market" (as such term is defined in Regulation S) and neither the undersigned nor any person acting on the undersigned's behalf knows that the transaction has been prearranged with a buyer in the United States (as defined in Regulation S), (c) neither the undersigned nor any affiliate of the undersigned nor any person acting on any of their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities, (d) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act), (e) the undersigned does not intend to replace the securities sold in reliance on Rule 904 of the U.S. Securities Act with fungible unrestricted securities and (f) the sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S."; and

(d) other than as contemplated by subsection (c) of this Section 9, prior to making any disposition of any options or any Shares acquired pursuant to the exercise of such options which might be subject to the requirements of the U.S. Securities Act, the U.S. Option Holder shall give written notice to the Corporation describing the manner of the proposed disposition and containing such other information as is necessary to enable counsel for the Corporation to determine whether registration under the U.S. Securities

Act or qualification under any securities laws of any state of the United States is required in connection with the proposed disposition and whether the proposed disposition is otherwise in compliance with such legislation and the regulations thereto.

**10. CALIFORNIA PARTICIPANTS**

In addition to the other provisions of the Plan (and notwithstanding any other provision of the Plan to the contrary), the following limitations and requirements will apply to any option granted to a Participant that receives an option issued in reliance on Section 25102(o) of the California Corporations Code (each, a "**California Participant**").

(a) Notwithstanding anything stated herein to the contrary, no option granted to a California Participant shall be exercisable on or after the 10th anniversary of the date of grant.

(b) Options granted to California Participants are non-assignable and non-transferable except by will, by the laws of descent and distribution, to a revocable trust, or as permitted by Rule 701 of the U.S. Securities Act.

(c) Notwithstanding anything stated herein to the contrary, the Board shall in any event make such adjustments as may be required by Section 25102(o) of the California Corporations Code.

(d) Unless a California Participant's employment is terminated for cause, the right to exercise an option awarded under the Plan in the event of termination of employment continues until the earlier of: (i) the expiry date set forth in the applicable option certificate or (ii) (A) if termination was caused by death or Permanent Disability, at least six months from the date of termination and (B) if termination was caused other than by death or Permanent Disability, at least thirty days from the date of termination. "Permanent Disability" for the purposes of this Section 10(d) shall mean the inability of a California Participant, in the opinion of a qualified physician acceptable to the Corporation, to perform the major duties of the California Participant's position with the Corporation because of the sickness or injury of such California Participant.

(e) Options under the Plan shall be granted by the earlier of (i) ten years from the date the Plan is adopted or (ii) ten years from the date the Plan is approved by the Corporation's security holders.

(f) The Corporation shall furnish summary financial information (audited or unaudited) of the Corporation's financial condition and results of operations, consistent with the requirements of applicable laws, at least annually to each California Participant during the period such California Participant has one or more options outstanding; provided, however, the Corporation shall not be required to provide such information if (i) the issuance is limited to key persons whose duties in connection with the Corporation assure their access to equivalent information or (ii) the Plan or any option certificate complies with all conditions of Rule 701 of the U.S. Securities Act; provided that for purposes of determining such compliance, any registered domestic partner shall be considered a "family member" as that term is defined in Rule 701 of the U.S. Securities Act.

(g) The Corporation will not grant options to California Participants unless: (i) the Corporation is a foreign private issuer, as defined by Rule 3b-4 under the United States Securities Exchange Act of 1934, as amended, on the grant date of the option, and the aggregate number of persons in California granted awards under all compensation plans and agreements and issued securities under all purchase and bonus plans and agreements of the Corporation does not exceed 35; or (ii) prior to any grant made in reliance upon this subclause (ii) and within 12 months before or after the Plan was adopted by the Board, the Plan is approved by a majority of the Corporation's outstanding securities entitled to vote, not counting for the purpose of calculating such vote any securities issued upon exercise or vesting of options granted in California.

**11. U.S. TAXES**

(a) Notwithstanding anything in the Plan to the contrary, any option granted under the Plan to a U.S. Optionee shall have a purchase price of the Shares subject to the option not less than the fair market value of such Shares at the time the option is granted (whether the option is an option granted under the Plan that is intended to qualify as an "incentive stock option" in accordance with the terms of section 422 of the Code or any successor provision (an "**Incentive Stock Option**") or an option granted under the Plan that is not an Incentive Stock Option (a "**Non-Qualified Stock Option**")), unless the option is granted in substitution for a stock option previously granted by an entity that is acquired by or merged with the Corporation, in which case any such substituted option shall be adjusted as required to comply with sections 409A and 422 of the Code. The purchase price of options granted to a U.S. Optionee may not be amended to reduce such purchase price below the fair market value of the underlying Shares at the time the option was granted, except as in a manner that complies with section 409A of the Code. Any option granted to a U.S. Optionee who, at the time of grant, is an employee of the Corporation or any "parent" or "subsidiary" of the Corporation (as defined in section 424 of the Code) shall be an Incentive Stock Option within the meaning of the Code, unless the Corporation expressly determines that the option is to be a Non-Qualified Stock Option.

(b) Notwithstanding anything in the Plan to the contrary, the following provisions shall apply to each Incentive Stock Option:

(i) the option shall be an Incentive Stock Option to the extent that the aggregate fair market value (determined as of the time the option is granted) of the Shares with respect to which options are exercisable for the first time by such U.S. Optionee during any calendar year under the Plan and all other incentive stock option plans, within the meaning of section 422 of the Code, of the Corporation and any "parent" or "subsidiary" of the Corporation (as defined in section 424 of the Code) does not exceed One Hundred Thousand Dollars in U.S. funds (US$100,000);

(ii) to the extent that the aggregate fair market value (determined as of the time the option is granted) of the Shares with respect to which Incentive Stock Options (determined without reference to this subsection) are exercisable for the first time by a U.S. Optionee during any calendar year under the Plan and all other incentive stock option plans, within the meaning of section 422 of the Code, of the Corporation

and any "parent" or "subsidiary" of the Corporation (as defined in section 424 of the Code) exceeds One Hundred Thousand Dollars in U.S. funds (US$100,000), such options will be treated as Non-Qualified Stock Options in accordance with section 422(d) of the Code;

(iii) Incentive Stock Options shall only be available to employees as defined above (and not available to non-employee service providers);

(iv) no Incentive Stock Option may be granted following the expiry of 10 years after the date on which the Plan is adopted by the board of directors of the Corporation and no Incentive Stock Option may be exercisable following the expiry of 10 years after the date of grant (notwithstanding anything in the Plan to the contrary);

(v) if any U.S. Optionee to whom an Incentive Stock Option is to be granted under the Plan is at the time of the grant of such Incentive Stock Option the owner of shares possessing more than 10% of the total combined voting power of all classes of the shares of the Corporation or any "parent" or "subsidiary" of the Corporation (as defined in section 424 of the Code), then the following special provisions shall be applicable to the option granted to that U.S. Optionee:

a. the purchase price of the Shares subject to such Incentive Stock Option shall not be less than 110% of the fair market value of one Share at the time of the grant; and

b. the term of such option shall in no event exceed five (5) years from the date of the grant;

(vi) the total number of Shares which may be issued under the Plan as Incentive Stock Options shall not exceed 14,462,602, subject to adjustment as provided in Section 18 hereof and subject to the maximum number of Shares reserved under the Plan as set out in Section 4 hereof;

(vii) no Incentive Stock Option granted under the Plan shall become exercisable until the Plan is approved by the shareholders of the Corporation;

(viii) any Incentive Stock Option may be exercised during the U.S. Optionee's lifetime only by the U.S. Optionee;

(ix) the determination of the option exercise price and the number of shares subject to the option after any adjustment provided for in Section 18 hereof shall be made in accordance with the rules set forth in sections 409A and 424 of the Code and regulations promulgated thereunder; and

(x) each of the foregoing provisions of this Section 11 is intended to qualify any option as an Incentive Stock Option to the greatest extent possible, and such provisions shall be interpreted consistently with such intent. No provision of the Plan, as it may be applied to an Incentive Stock Option, shall be construed so as to be inconsistent with

any provision of section 422 of the Code.

(c) Unless otherwise approved by the Board, and subject to the restrictions in Section 4 and Section 11(b)(vi) of the Plan, the aggregate value of Shares issued to all U.S. Optionees within any consecutive 12 month period pursuant to the exercise of options granted under the Plan and any of the Corporation's other security based compensation arrangements shall not exceed the greatest of:

(i) USD$1,000,000;

(ii) 15% of the total assets of the Corporation, measured at its most recent annual balance sheet date; or

(iii) 15% of the outstanding Common Shares, measured at the Corporation's most recent annual balance sheet date.

For purposes of this Section 11, the method of calculating the aggregate value of Common Shares issued pursuant to the exercise of options shall be made in compliance with Rule 701 of the U.S. Securities Act.

(d) Notwithstanding anything to the contrary in the plan, the fair market value as it relates to the exercise price of an option held by a U.S. Optionee shall not be lower than the closing price of Shares on the Exchange, or another stock exchange where the majority of the trading volume and value of the Shares occurs, on the day immediately preceding the date on which such option is granted.

(e) Notwithstanding anything to the contrary in the plan, the Market Price as it relates to the Cashless Exercise Right of an option held by a U.S. Optionee shall not be higher than the closing price of Shares on the Exchange, or another stock exchange where the majority of the trading volume and value of the Shares occurs, on the day immediately preceding the relevant date.

**12. DURATION OF OPTION**

(a) Each option and all rights thereunder shall be expressed to expire on the date set out in the option certificate and shall be subject to earlier termination as provided in Sections 14 and 15, provided that in no circumstances shall the duration of an option exceed the maximum term permitted by the Exchange.

(b) Subject to compliance with applicable Exchange policy, the expiry date of an option granted hereunder will be automatically extended if such expiry date falls within a blackout period during which the Corporation prohibits optionees from exercising their options. Such automatic extension shall in no event exceed 10 business days following the end of such blackout period. With respect to a U.S. Optionee, no in-the-money option shall be extended beyond its expiry date.

**13. OPTION PERIOD, CONSIDERATION AND PAYMENT**

(a) The option period shall be a period of time fixed by the Board not to exceed the maximum term permitted by the Exchange, provided that the option period shall be reduced with respect to any option as provided in Sections 14 and 15 covering cessation as a director, officer, consultant, employee or Management Company Employee of the Corporation or its subsidiaries, or death of the Participant.

(b) Subject to any vesting restrictions imposed by the Exchange, the Board may, in its sole discretion, determine the time during which options shall vest and the method of vesting, or that no vesting restriction shall exist.

(c) Subject to any vesting restrictions imposed by the Board, options may be exercised in whole or in part at any time and from time to time during the option period.

(d) Except as set forth in Sections 14 and 15, no option may be exercised unless the Participant is at the time of such exercise a director, officer, consultant, or employee of the Corporation or any of its subsidiaries, or a Management Company Employee of the Corporation or any of its subsidiaries.

(e) The exercise of any option will be contingent upon receipt by the Corporation at its head office of a written notice of exercise, specifying the number of Shares with respect to which the option is being exercised, accompanied by cash payment, certified cheque, bank draft or electronic money transfer for the full purchase price of such Shares with respect to which the option is exercised. No Participant or his legal representatives, legatees or distributees will be, or will be deemed to be, a holder of any common shares of the Corporation unless and until the certificate(s) for Shares issuable pursuant to options under the Plan are issued to him or them under the terms of the Plan.

(f) Notwithstanding anything to the contrary contained herein, in lieu of exercising the option pursuant to Section 13(e) above, a Participant shall have the right (the "**Cashless Exercise Right**") (but not the obligation), at any time and from time to time during the term of an option, by indicating same in the written notice of exercise, to surrender all or part of the option to the Corporation in consideration of a payment of the In-The-Money Amount. The Participant may elect to have the Corporation satisfy the payment of the In-The-Money Amount by delivering to the Participant the Net Number of Shares.

For purposes of this Section 13(f), the terms set forth below shall have the meanings ascribed thereto:

"**Market Price**" means the volume-weighted average trading price of the Shares on the Exchange, or another stock exchange where the majority of the trading volume and value of the Shares occurs, for the five trading days ending on the day immediately preceding the relevant date. For special rules for a U.S. Optionee, see Section 11(e).

"**Net Number of Shares**" means in respect of options in relation to which the Participant has exercised the Cashless Exercise Right pursuant to Section 13(f), the number of Shares calculated in accordance with the following formula:

Net Number of Shares = $\frac{\text{In-the-Money Amount}}{\text{MP}}$

Where:

In-The-Money Amount is equal to (A x MP) – (A x EP)

| | |
|---|---|
| A | is the total number of Shares in respect of which the Participant has surrendered options pursuant to the Cashless Exercise Right |
| MP | is the Market Price |
| EP | is the exercise price of the options surrendered. |

**14. CEASING TO BE A DIRECTOR, OFFICER, CONSULTANT OR EMPLOYEE**

(a) If a Participant shall cease to be a director, officer, consultant or employee of the Corporation, or its subsidiaries, or ceases to be a Management Company Employee, for any reason (other than death), such Participant may exercise his option to the extent that the Participant was entitled to exercise it at the date of such cessation, provided that such exercise must occur within 90 days after the Participant ceases to be a director, officer, consultant, employee or a Management Company Employee, unless such Participant was engaged in investor relations activities, in which case such exercise must occur within 30 days after the cessation of the Participant's services to the Corporation.

(b) Nothing contained in the Plan, nor in any option granted pursuant to the Plan, shall as such confer upon any Participant any right with respect to continuance as a director, officer, consultant, employee or Management Company Employee of the Corporation or of any of its subsidiaries or affiliates.

**15. DEATH OF PARTICIPANT**

Notwithstanding Section 14, in the event of the death of a Participant, the option previously granted to him shall be exercisable only within the one (1) year after such death and then only:

(a) by the person or persons to whom the Participant's rights under the option shall pass by the Participant's will or the laws of descent and distribution; and

(b) if and to the extent that such Participant was entitled to exercise the option at the date of his death.

**16. RIGHTS OF OPTIONEE**

No person entitled to exercise any option granted under the Plan shall have any of the rights or privileges of a shareholder of the Corporation in respect of any Shares issuable upon exercise of such option until the certificate(s) representing such Shares shall have been issued and delivered.

## 17. PROCEEDS FROM SALE OF SHARES

The proceeds from the sale of Shares issued upon the exercise of options shall be added to the general funds of the Corporation and shall thereafter be used from time to time for such corporate purposes as the Board may determine.

## 18. ADJUSTMENTS

If the outstanding common shares of the Corporation are increased, decreased, changed into or exchanged for a different number or kind of shares or securities of the Corporation or another corporation or entity through re- organization, merger, re-capitalization, re-classification, stock dividend, subdivision or consolidation, any adjustments relating to the Shares optioned or issued on exercise of options and the exercise price per Share as set forth in the respective stock option certificates shall be made in accordance to the terms of such agreements. Any adjustments made to options held by U.S. Optionees shall be made in accordance with sections 409A and 422 of the Code, as applicable.

Adjustments under this Section shall be made by the Board whose determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. No fractional Share shall be required to be issued under the Plan on any such adjustment.

## 19. TRANSFERABILITY

All benefits, rights and options accruing to any Participant in accordance with the terms and conditions of the Plan shall not be transferable or assignable unless specifically provided herein or the extent, if any, permitted by the Exchange. During the lifetime of a Participant any benefits, rights and options may only be exercised by the Participant.

## 20. AMENDMENT AND TERMINATION OF PLAN

Subject to the policies, rules and regulations of any lawful authority having jurisdiction (including any exchange on which the Shares are listed for trading), the Board may at any time, without further action by the shareholders, amend the Plan or any option granted hereunder in such respects as it may consider advisable and, without limiting the generality of the foregoing, it may do so to ensure that options granted hereunder will comply with any provisions respecting stock options in the income tax or other laws in force in any country or jurisdiction of which a person to whom an option has been granted may from time to time be resident or citizen or the Board may at any time, without action by shareholders, terminate the Plan. The Board may not, however, without the consent of the option holder, alter or impair any of the rights or obligations under any option theretofore granted.

## 21. NECESSARY APPROVALS

The ability of a Participant to exercise options and the obligation of the Corporation to issue and deliver Shares in accordance with the Plan is subject to any approvals which may be required from shareholders of the Corporation and the Exchange having jurisdiction over the securities of the Corporation. If any Shares cannot be issued to any Participant for whatever reason, the obligation of the Corporation to issue such Shares shall terminate and any option exercise price paid to the Corporation will be returned to the Participant. Notwithstanding any provision of the Plan to the contrary, no option shall qualify as

an Incentive Stock Option unless a majority of shareholders of the Corporation approves the Plan within 12 months before or after the adoption of the Plan by the Board of the Corporation.

## 22. WITHHOLDING TAXES

The Corporation's obligation to deliver Shares issuable on the exercise of an option shall be subject to a Participant's satisfaction of all applicable income, employment and non-resident withholding tax obligations. Without limiting the generality of the foregoing, if the Corporation determines in its sole discretion that under the requirements of applicable taxation laws or regulations of any governmental authority whatsoever it is obliged to withhold for remittance to a taxing authority any amount upon exercise of an option, the Corporation may take any steps it considers necessary or appropriate in the circumstances to withhold in connection with any option or other benefit under the Plan including, without limiting the generality of the foregoing:

(a) requiring the Participant exercising the option to pay the Corporation, in the same manner as the exercise price for the Shares issuable on exercise of an option, such amount as the Corporation is obliged to remit to such taxing authority in respect of the exercise of the option, with any such additional payment, in any event, being due no later than the date as of which any amount with respect to the option exercised first becomes included in the gross income of the Participant for tax purposes; or

(b) issuing the Shares issuable on the exercise of an option to an agent on behalf of the Participant and directing the agent to sell a sufficient number of such Shares on behalf of the Participant to satisfy the amount of any such withholding obligation, with the agent paying the proceeds of any such sale to the Corporation for this purpose;

to the extent permitted by law, deducting the amount of any such withholding obligation from any payment of any kind otherwise due to the Participant.

## 23. CHANGE IN CONTROL

Notwithstanding anything contained to the contrary in the Plan, in any resolution of the Board in implementation thereof or in any option certificate, the Board has the right to provide for the conversion or exchange of any outstanding options granted hereunder into or for options, rights or other securities in any entity participating in or resulting from a Change in Control (as defined below).

Upon the Corporation entering into an agreement relating to, or otherwise becoming aware of, a transaction which, if completed, would result in a Change in Control, the Corporation shall give written notice of the proposed Change in Control to the holders of options, together with a description of the effect of such Change in Control on outstanding options, not less than fourteen (14) days before proposed closing of the transaction resulting in the Change in Control.

The Board may, in its sole discretion, accelerate the vesting of any or all outstanding options to provide that, notwithstanding the vesting provisions of such options or any option certificate, such outstanding options shall be fully vested and conditionally exercisable upon (or before) the completion of the Change in Control; provided that the Board shall not, in any case, authorize the exercise of options pursuant to this Section 23 beyond the expiry date of the options. If the Board elects to accelerate the vesting of the options, then if any of such options are not exercised within fourteen (14) days after the holders of options

are given the notice contemplated in this Section 23, such unexercised options shall terminate and expire upon the completion of the proposed Change in Control. If, for any reason, the Change in Control does not occur within the contemplated time period, the acceleration of the vesting of the options shall be retracted and vesting shall instead revert to the manner provided in the Option certificate.

To the extent a Change in Control would also result in a capital reorganization, arrangement, amalgamation or reclassification of the share capital of the Corporation and the Board does not accelerate the vesting of options pursuant to this Section 23, the Corporation shall make adequate provisions to ensure that, upon completion of the proposed Change in Control, the number and kind of shares subject to outstanding Options and/or the option price per share shall be appropriately adjusted in such manner as the Board considers equitable to prevent substantial dilution or enlargement of the rights granted to holders of options granted hereunder.

For purposes of the Plan, a "**Change in Control**" means the occurrence of any of the following events:

(a) any transaction pursuant to which: (i) the Corporation ceases to exist, or (ii) any person, or any "associated" or "affiliated" (as each of those terms is defined in the *Business Corporations Act* (British Columbia)) corporation of which such person (other than the Corporation, a subsidiary of the Corporation or any employee benefit plan of the Corporation (including any trustee of such plan acting as trustee)) hereafter acquires the direct or indirect "beneficial ownership" (as defined in the *Business Corporations Act* (British Columbia)) of securities of the Corporation representing fifty per cent (50%) or more of the aggregate voting power of all of the Corporation's then issued and outstanding securities;

(b) the sale of all or substantially all of the assets of the Corporation, any subsidiary, or any business entity managed or controlled by the Corporation to a person other than a person that was an affiliate of the Corporation;

(c) the dissolution or liquidation of the Corporation, except in connection with the distribution of assets of the Corporation to one or more persons which were affiliated corporations before such event; or

(d) the occurrence of a transaction requiring approval of the Corporation's shareholders involving the acquisition of the Corporation by any entity through purchase of assets, by amalgamation or otherwise.

## 24. EFFECTIVE DATE OF PLAN

The Plan has been adopted by the Board of the Corporation effective October 26, 2023.

## 25. INTERPRETATION

The Plan will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

**EXHIBIT "A"**
**TO STOCK OPTION PLAN**

**TRYP THERAPEUTICS INC.**
FORM OF STOCK OPTION CERTIFICATE

**[***include the following legend for Option Certificates issued in the United States or to U.S. persons*:

**THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON EXERCISE THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"). THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE LAWS AND REGULATIONS GOVERNING THE OFFER AND SALE OF SECURITIES, AND THE HOLDER HAS, PRIOR TO SUCH SALE, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE CORPORATION. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.]**

**TRYP THERAPEUTICS INC.**

**STOCK OPTION PLAN**

**OPTION CERTIFICATE**

This Option Certificate is issued pursuant to the provisions of the Tryp Therapeutics Inc. (the "**Company**") Stock Option Plan (the "**Plan**") and evidences that **_____** is the holder (the "**Option Holder**") of an option (the "**Option**") to purchase up to **_____** Common shares without par value (the "**Common Shares**") in the capital stock of the Company. The Exercise Price of the Option is Cdn. **_____** per Common Share.

Reference is also made to the consulting agreement dated _____ between the Company and the Option Holder (the "**Consulting Agreement**").

Subject to the provisions of the Plan:

(a) the Award Date of the Option is **_____**;

(b) the Fixed Expiry Date of the Option is **_____**;

(c) the Option is intended to be a Non-Qualified Stock Option; and

(d) shall be exercisable:

☐ In accordance with the vesting provisions set forth in Schedule A.

☐ No vesting restrictions applicable.

The vested portion or portions of the Option may be exercised at any time and from time to time from

and including the Award Date through to 5:00 p.m. local time in Vancouver, British Columbia on the Fixed Expiry Date by delivering to the Administrator of the Plan a Notice of Exercise in the form provided hereto, together with this Option Certificate and a certified cheque or bank draft payable to "Tryp Therapeutics Inc." in an amount equal to the aggregate of the Exercise Price of the Common Shares in respect of which the Option is being exercised.

This Option Certificate and the Option evidenced hereby are not assignable, transferable or negotiable and are subject to the detailed terms and conditions contained in the Plan, the terms and conditions of which the Option Holder hereby expressly agrees with the Company to be bound by. This Option Certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Company will prevail.

The Option evidenced hereby and any Common Shares that may be issued by the Company pursuant to the exercise of the Option have not been registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") or the securities laws of any state of the United States. The Option evidenced hereby and the Common Shares may not be offered or sold, directly or indirectly, in the United States or to, or for the account or benefit of, U.S. persons except pursuant to registration under the U.S. Securities Act and the securities laws of all applicable states or available exemptions therefrom, and the Company has no obligation or present intention of filing a registration statement under the U.S. Securities Act in respect of any of the Option or the Common Shares. If the Option Holder is a U.S. person, or was present in the United States at the time it was granted the Option or at the time it received this Option Certificate, the U.S. Option Holder Supplement annexed hereto as Schedule "B" will be deemed to be incorporated by reference into and form a part of this Option Certificate. "U.S. person" and "United States" are as defined in Regulation S under the U.S. Securities Act.

In order to exercise this Option with respect to all or any part of the Common Shares for which this Option is at the time exercisable, the Option Holder (or any other person or persons permitted to exercise the option) must take the following actions:

(i) Pay the aggregate Exercise Price for the purchased shares in one or more of the following forms:

a. cash or cheque made payable to the Company;

b. to the extent permitted by Company policy and subject to applicable securities law, a broker-assisted sale of Common Shares sufficient to cover the Exercise Price (a "sell-to-cover exercise");

c. to the extent permitted by Company policy and subject to applicable securities law, in Shares (1) held by the Option Holder (or any other person or persons permitted to exercise the option) for the requisite period necessary to avoid a charge to the Company's earnings for financial reporting purposes and (2) valued at fair market value on the exercise date (a "cashless stock-for-stock exercise"); or

d. in accordance with the attached Notice of Cashless Settlement, in Common Shares withheld by the Company equivalent in value to the exercise price (a "cashless net exercise").

(ii) Furnish to the Company appropriate documentation that the person or persons exercising the option (if other than Option Holder) have the right to exercise this option;

(iii) Execute and deliver to the Company such written representations as may be requested by the Company in order for it to comply with the requirements of applicable securities laws; and

(iv) Pay, on behalf of the Company and the Option Holder, any and all applicable income tax, social security payments, and other such taxes, assessed by any and all tax jurisdictions to which Option Holder may be subject, arising on the exercise of the Options to the extent permitted by law.

In no event may this option be exercised for any fractional shares

# APPENDIX "G"

## ADDITIONAL INFORMATION CONCERNING EXOPHARM BEFORE THE ARRANGEMENT

Unless the context indicates otherwise, capitalized terms which are used in this Appendix "G" and are not otherwise defined herein have the meanings given to such terms under the heading "Glossary of Terms" in this Circular.

## EXOPHARM

### Name, Address, and Incorporation

Exopharm was incorporated under the ACA on May 15, 2013 under the name "EXSOME PTY. LTD." On November 17, 2016, Exopharm changed its name to Exopharm Pty Ltd and on August 10, 2018 it became a public company and changed its company name to Exopharm Limited.

Exopharm's principal place of business and registered office is 201/697 Burke Road, Camberwell Victoria 3124.

### Intercorporate Relationships

ExoSuisse GmbH was incorporated in Switzerland and is a wholly-owned subsidiary of Exopharm. ExoSuisse GmbH is currently in liquidation. Exopharm does not have any other subsidiaries.

### General Development of the Business

Three-Year History

Having undertaken an initial public offering in 2018, Exopharm invested further into its proprietary manufacturing technologies for exosome products and testing exosome products. Exopharm's aim was to derive revenue from industry partners seeking to use Exopharm's exosome in new medicines. Exohpharm's team grew to around 45 people by the middle of 2022. In August 2022, the leading exosome company Codiak Biosciences announced downsizing and in March 2023 filed for bankruptcy. The other prominent exosome company Evox Therapeutics (UK) also downsized during that period. In 2022, investor and industry sentiment towards exosomes shifted adversely and the prospects of revenue from partnering and licensing became uncertain and further investment could not be justified. Exopharm failed to secure sufficient investment support to fund its operations. By mid 2022, the Exopharm resolved to reduce costs and operational staff. By the end of 2022, the Exopharm Board implemented a new strategy and plan, preparing Exopharm for a new focus away from exosomes. In early 2023, Exopharm raised around AUD$3,000,000 (before costs) in capital to close out all liabilities and prepare for a transformative transaction. Exopharm presently has one employee who is serving out a notice period (the CEO/Managing Director Dr. Ian Dixon) and two non-executive Directors. Exopharm is currently seeking to obtain financial value from the existing exosome-related intellectual property. All equipment has been disposed of and Exopharm does not have office premises.

Description of the Business

Since June 22, 2023, the Exopharm Board has been investigating ways to increase shareholder value, whilst maximising the potential value of Exopharm's intellectual property position in the exosome field. Exopharm has implemented a strategy to complete a transaction that could result in a material change in Exopharm's activities.

*Products and Services*

Exopharm has a strategy to license or sell its exosome related intellectual property, however, at present there are no certainties that such a transaction will occur. Aside from this intention, Exopharm has no products or services as at the date of this Notice of Meeting.

*Specialized Skill and Knowledge*

Exopharm will retain Dr. Ian Dixon on a consultancy arrangement to assist with the potential sale of its exosome related intellectual and otherwise does not retain any specialist skills and knowledge.

*Competitive Conditions*

Since early 2022, the prospects of exosomes as medicines have declined substantially and dramatically. At present the number of exosome-specific companies surviving is small and the interest of industry appears low.

*Intangible Properties*

The material intellectual property held by Exopharm is in relation to the LEAP exosome purification technology.

**LEAP1 patent family – Methods and compositions for purification or isolation of microvesicles and exosomes**

| Country | Official No. | Case Status | FPA Ref | Critical deadlines |
|---|---|---|---|---|
| China | 201780072899.X | Under examination | M53036270 | |
| European Patent Convention | 17885354.5 | Under examination | M53036283 | Response to Third Party Observations filed 1 June 2022<br>**22 Dec 2023** Next renewal date |
| Japan | 2019-527787 | Under examination | M53036309 | **20 Aug 2023** Response due date (extendible) |
| Russian Federation | 2748234 | Granted | M53036348 | **22 Dec 2023** Next renewal date<br>Will be allowed to lapse |
| United States of America | 11202805 | Granted | M53108797 | **21 Jun 2025** First renewal due date |

| Country | Official No. | Case Status | FPA Ref | Critical deadlines |
|---|---|---|---|---|
| United States of America | 11559552 | Granted | M53142545 | |
| United States of America | 11666603 | Granted | M53036361 | |
| United States of America | 18/141974 | Application filed | M53260887 | **19 Dec 2023** Final deadline to respond to missing parts |

**LEAP2 patent family – Methods and compositions for purification or isolation of microvesicles and exosomes**

| Country | Official No. | Case Status | FPA Ref | Critical deadlines |
|---|---|---|---|---|
| China | 201980040639.3 | Exam requested | M53101478 | |
| European Patent Convention | 19822327.3 | Under examination | M53101491 | Response to written opinion filed 27 September 2022<br>**18 Jun 2024** Next renewal date |
| Japan | 2020-570428 | Under examination | M53101517 | |
| United States of America | 17/252897 | Application filed | M53101582 | |

*Employees*

Dr. Ian Dixon is the Managing Director and Chief Executive Officer of Exopharm and its only employee. Dr. Dixon's employment is in the process of being terminated. The terms of the termination include:

(i) a six-month paid termination period;
(ii) payment of outstanding annual leave as-at the last day of employment; and
(iii) a mutual release.

Other than Dr. Dixon, Non-Executive Directors Mr. Mark Davies and Mr. Clarke Barlow are the only persons remunerated by Exopharm.

## DIVIDENDS AND DISTRIBUTIONS

No dividends have ever been paid on any shares of Exopharm. Exopharm intends to retain its earnings to finance its growth and development of its business, and therefore it is not expected that dividends will be paid on the Exopharm Shares in the immediate or foreseeable future. The Exopharm Board will determine the actual timing, payment and amount of dividends, if any, that may be paid by Exopharm from time to time based upon, among other things, the level of cash flow, results of operations and financial condition, the need for funds to finance ongoing operations and other business considerations as the Exopharm Board considers relevant.

## CONSOLIDATED CAPITALIZATION

The share and loan capital of Exopharm are disclosed in the audited financial statements of Exopharm as at and for the financial year ended June 30, 2023, together with the notes thereto, which are included in Exopharm's 2023 Annual Report attached as Schedule "1" to this Appendix "G". There has been no material change in the loan capital of Exopharm since the date of such financial statements.

## DESCRIPTION OF CAPITAL STRUCTURE

The authorized capital of Exopharm consists of an unlimited number of Exopharm Shares and unlimited number of preferred shares. Holders of Exopharm Shares are entitled to vote at all meetings of Exopharm Shareholders and, subject to the rights of holders of any shares ranking in priority to or on a parity with the Exopharm Shares, to participate rateably in any distribution of Exopharm property or assets upon liquidation or winding-up.

As at January 26, 2024, Exopharm has 439,423,066 Exopharm Shares and 27,500,000 Exopharm Options on issue. It is a condition precedent to the completion of the Arrangement that Exopharm will complete the Exopharm Consolidation, whereby it will convert every two and one-half (2.5) Exopharm Shares on issue at the record date into one (1) Exopharm Share. Exopharm will consolidate the Exopharm Options on the same ratio.

## MARKET FOR SECURITIES

### Trading Price and Volume

The Exopharm Shares are listed on the ASX under the symbol "EX1". The following sets forth trading information for the Exopharm Shares as reported by the ASX for the periods indicated (all figures provided are on a pre-Exopharm Consolidation basis):

| Period | Price Range (AUD) | | Trading Volume |
|---|---|---|---|
| | High | Low | |
| January 1 – January 25, 2024 | Suspended | Suspended | Suspended |
| December 2023 | Suspended | Suspended | Suspended |
| November 2023 | Suspended | Suspended | Suspended |
| October 2023 | Suspended | Suspended | Suspended |
| September 2023 | 0.011 | 0.011 | 72,624 |
| August 2023 | 0.011 | 0.008 | 9,577,959 |
| July 2023 | 0.016 | 0.008 | 20,867,692 |
| June 2023 | 0.013 | 0.008 | 27,436,978 |
| May 2023 | 0.012 | 0.008 | 22,068,112 |
| April 2023 | 0.017 | 0.009 | 39,687,215 |
| March 2023 | 0.02 | 0.01 | 11,990,796 |
| February 2023 | 0.017 | 0.011 | 15,160,281 |
| January 2023 | 0.077 | 0.014 | 42,797,179 |

Note:
(1) Mr. Dixon's Shares are held indirectly via Altnia Holdings Pty Ltd. <Dixon Family A/C>.

Exopharm Shares were suspended from trading after the close of trading on October 2, 2023, and last traded on that date at $0.011 per Exopharm Share.

**Prior Sales**

In the 12 month period prior to the date of this Circular, Exopharm issued the following securities (all figures provided are on a pre-Exopharm Consolidation basis).

| Description of Security | Date Issued | Number of Securities Issued | Issuance/Exercise/Conversion Price per Security |
|---|---|---|---|
| Unquoted Exopharm Options | December 1, 2023 | 20,000,000 Options to Directors Mark Davies and Clarke Barlow (in equal proportions). | (a) 10,000,000 Options exercisable at AUD$0.015 each and expiring December 1, 2027;<br>(b) 5,000,000 Options exercisable at AUD$0.02 each and expiring December 1, 2027; and<br>(c) 5,000,000 Options exercisable at AUD$0.03 each and expiring December 1, 2027. |
| Exopharm Shares | May 18, 2023 | 125,000,000 | Conversion of 1,000,000 Convertible Notes into Shares of AUD$1.00 face value converted at AUD$0.008. |
| Exopharm Shares | May 12, 2023 | 76,967,485 | AUD$0.01 per Share. |
| Unquoted Exopharm Options | May 12, 2023 | 3,000,000 | 10,000,000 Options exercisable at AUD$0.01 each and expiring May 12, 2026. |
| Exopharm Shares | April 28, 2023 | 80,224,048 | AUD$0.01 per Share. |
| Unquoted Exopharm Convertible Notes | March 9, 2023 | 1,000,000 | Convertible Notes of AUD$1.00 face value convertible at AUD$0.008 per Share. |

## ESCROWED SECURITIES AND SECURITIES SUBJECT TO CONTRACTUAL RESTRICTIONS ON TRANSFER

As at the date hereof, there are no securities subject to escrow or contractual restrictions on transfer.

## DIRECTORS AND OFFICERS

**Name, Occupation and Security Holding**

The following table and notes thereto sets forth, as at the date hereof, the name of each director and executive officer of Exopharm, the province and country in which he or she is ordinarily resident, all offices of Exopharm now held by such person, their respective principal occupations during the prior five preceding years, the time period for which he/she has been a director of Exopharm and the number of

Exopharm Shares beneficially owned by him or her, directly or indirectly, or over which he or she exercises control or direction, as at the date hereof.

| Name and Place of Residence | Present and Principal Occupation, business or Employment for Previous 5 Years | Exopharm Director/Officer Since | Number of Exopharm Shares Beneficially Owned, Controlled or Directed[5] |
|---|---|---|---|
| Ian Dixon<br>Managing Director and CEO<br>Melbourne, Victoria<br>Australia | Managing Director and CEO of Exopharm<br>Non-Executive Director of Nyrada Inc. | May 2013 | 28,258,627 |
| Mark Davies<br>Chairman<br>Melbourne, Victoria<br>Australia | Mark Davies is the founder and managing director of 1861 Capital<br>Chairman of Neurotech International Ltd since August 2022 and Director since April 2019 | June 22, 2023 | Nil |
| Clarke Barlow<br>Non-Executive Director<br>Subiaco, Western Australia | Corporate Advisor & Capital Markets Specialist Alto Capital<br>Non-executive Director at NeuroScientific Biopharmaceuticals Ltd since November, 17 2023 | February 22, 2023 | Nil |

**Cease Trade Orders, Bankruptcies, Penalties or Sanctions**

To the knowledge of Exopharm, no director or officer:

(a) is, at the date of this Circular, or has been, within 10 years before the date of this Circular, a director, chief executive officer ("**CEO**") or chief financial officer ("**CFO**") of any company (including Exopharm) that:

(i) was subject, to a cease trade or similar order or an order that denied the relevant company access to any exemptions under securities legislation, that was in effect for a period of more than 30 consecutive days (collectively, an "**Order**"); when such Order was issued while the person was acting in the capacity of a director, CEO or CFO of the relevant company; or

(ii) was subject to an Order for that was issued after such person ceased to be a director, CEO or CFO of the relevant company, and which resulted from an event that occurred while that person was acting in the capacity as director, CEO or CFO of the relevant company; or

(b) is, as at the date of this Circular, or has been within 10 years before the date of the Circular, a director or executive officer of any company (including Exopharm) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

(c) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or

(d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(e) has been subject to any penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

**Executive Compensation**

Below is certain financial and other information relating to the compensation of the CEO, the CFO and the most highly compensated executive officers of Exopharm as at the date of this Circular whose total compensation was more than $150,000 for the financial year of Exopharm ended June 30, 2023, other than for the Chief Executive Officer and the Chief Financial Officer (collectively, the "**Named Executive Officers**") and for the Directors of Exopharm.

**Summary Compensation Table**

The following table sets out all direct and indirect compensation for, or in connection with, services provided to Exopharm and its subsidiaries for the two most recently completed financial years ended June 30, 2023 and 2022, in respect of the Named Executive Officers as well as the Directors of Exopharm.

| TABLE OF COMPENSATION EXCLUDING COMPENSATION SECURITIES | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Name and Position** | **Year** | **Salary (inclusive of superannuation), Consulting Fee, Retainer or Commission** | **Bonus** | **Committee or Meeting Fees** | **Long term benefits[6]** | **Value of all Other Compensation[7]** | **Total Compensation** |
| Ian Dixon<br>*Managing Director and Chief Executive Officer* | 2023 | AUD$350,175 | Nil | Nil | AUD$9,023 | AUD$2,596 | AUD$361,794 |
| | 2022 | AUD$421,924 | Nil | Nil | AUD$7,233 | AUD$1,908 | AUD$431,065 |
| Mark Davies[1]<br>*Non-Executive Chairman* | 2023 | AUD$1,591 | Nil | Nil | Nil | Nil | AUD$1,591 |
| | 2022 | Nil | Nil | Nil | Nil | Nil | |
| Clarke Barlow[2]<br>*Non-Executive Director* | 2023 | AUD$9,462 | Nil | Nil | Nil | Nil | AUD$9,462 |
| | 2022 | Nil | Nil | Nil | Nil | Nil | |

| TABLE OF COMPENSATION EXCLUDING COMPENSATION SECURITIES | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Name and Position** | **Year** | **Salary (inclusive of superannuation), Consulting Fee, Retainer or Commission** | **Bonus** | **Committee or Meeting Fees** | **Long term benefits[6]** | **Value of all Other Compensation[7]** | **Total Compensation** |
| Elizabeth[3] McGregor<br>*Non-Executive Director* | 2023<br>2022 | AUD$18,873<br>AUD$46,833 | Nil<br>Nil | Nil<br>Nil | Nil<br>Nil | Nil<br>Nil | AUD$18,873<br>AUD$46,833 |
| Jennifer King[4]<br>*Non-Executive Director* | 2023<br>2022 | AUD$22,470<br>AUD$40,833 | Nil<br>Nil | Nil<br>Nil | Nil<br>Nil | Nil<br>Nil | AUD$22,470<br>AUD$40,833 |
| Jason Watson[5]<br>*Non-Executive Chairman* | 2023<br>2022 | AUD$71,825 per annum<br>AUD$105,906 per annum | Nil<br>Nil | Nil<br>Nil | Nil<br>Nil | Nil<br>AUD$5,300 | AUD$71,825<br>AUD$111,206 |

Notes:

(1) Mr. Mark Davies was appointed June 22, 2023 as Chairman, concurrently with the resignation of Jason Watson.
(2) Mr. Clarke Barlow was appointed on February 22, 2023.
(3) Ms. Elizabeth McGregor resigned on December 20, 2022.
(4) Dr. Jennifer King resigned on February 22,2023.
(5) Mr. Jason Watson resigned on June 22, 2023, concurrently with the appointment of Mark Davies as Chairman.
(6) $7,233 (2022) and $9,023 (2023) recognize long service leave provision for accounting purposes only.
(7) For Ian Dixon: $1,908 (2022) amortisation of the fair value of the performance rights issued in FY2021 (calculated based on Monte Carlo valuation), $2,596 (2023) increase in annual leave provision. For Jason Watson (Chairman): $5,300 (2022) amortisation of the fair value of the performance rights issued in FY2021 (calculated based on Monte Carlo valuation).

Except as set forth below, no compensation securities were granted or issued to directors or Named Executive Officers of Exopharm during the most recently completed financial year ended June 30, 2023. On December 1, 2023, Mark Davies, Exopharm's Non-Executive Chairman and Clarke Barlow, a Non-Executive Director of Exopharm were granted 20,000,000 unquoted Exopharm Options in equal proportions, namely:

(a) 10,000,000 options exercisable at AUD$0.015 each and expiring December 1, 2027;
(b) 5,000,000 options exercisable at AUD$0.02 each and expiring December 1, 2027; and
(c) 5,000,000 options exercisable at AUD$0.03 each and expiring December 1, 2027.

**Duties and Responsibilities of Executives**

In order to fulfil its responsibilities to the Board, the Remuneration and Nomination Committee (the "**Committee"**) shall:

(a) In respect of the Executive Remuneration Policy

(i) Review and approve Exopharm's recruitment, retention and termination policies and procedures for senior executives to enable Exopharm to attract and retain executives and directors who can create value for shareholders.

(ii) Review the on-going appropriateness and relevance of the executive remuneration policy and other executive benefit programs.

(iii) Ensure that remuneration policies fairly and responsibly reward executives having regard to the performance of Exopharm, the performance of the executive and prevailing remuneration expectations in the market.

(b) In respect of Executive Directors and Senior Management

(i) Consider and make recommendations to the Board on the remuneration for each executive director (including base pay, incentive payments, equity awards, retirement rights, service contracts) having regard to the executive remuneration policy.

(ii) Review and approve the proposed remuneration (including incentive awards, equity awards and service contracts) for the direct reports of the managing director. As part of this review the Committee will oversee an annual performance evaluation of the executive team. This evaluation is based on specific criteria, including the business performance of Exopharm and its subsidiaries, whether strategic objectives are being achieved and the development of management and personnel.

**Non-Executive Remuneration**

In considering the levels of remuneration for non-executive directors, the Committee is to consider the guidelines set out in Box 8.2 of the Corporate Governance Principles and Recommendations produced by the ASX Corporate Governance Council (the "**Recommendations"**):

(a) **Composition:** Non-executive directors should be remunerated by way of cash fees, superannuation contributions and non-cash benefits in lieu of fees (such as salary sacrifice into superannuation or equity);

(b) **Fixed Remuneration:** levels of fixed remuneration for non-executive directors should reflect the time commitment and responsibilities of the role;

(c) **Performance Based Remuneration:** Non-executive directors should not receive performance-based remuneration as it may lead to bias in their decision-making and compromise their objectivity;

(d) **Equity Based Remuneration:** it is generally acceptable for non-executive directors to receive securities as part of their remuneration to align their interests with the interests of other holders. However, non-executive directors generally should not receive options with performance hurdles attached or performance rights as part of their remuneration as it may lead to bias in their decision-making and compromise their objectivity; and

(e) **Termination Payments:** Non-executive directors should not be provided with retirement benefits other than superannuation.

In addition to the Recommendations, the Committee will:

(a) review and recommend to the Board the remuneration arrangements for fees, travel, out-of-pocket expenses, and other benefits; and

(b) review and recommend to the Board the remuneration report prepared in accordance with the ACA for inclusion in the annual directors' report for the relevant reporting period.

To the extent that Exopharm adopts a different remuneration structure for its non-executive directors, the Committee shall document its reasons for the purpose of disclosure to stakeholders.
There are no minimum shareholding requirements for non-executive directors.

**Executive Remuneration**

In setting the remuneration for Executive officers/ directors ("**Executives**"), the Committee is to consider the guidelines set out in Box 8.2 of the Recommendations:

(a) **Composition:** remuneration packages for Executives should include an appropriate balance of fixed remuneration and performance-based remuneration;

(b) **Fixed Remuneration:** should be reasonable and fair, taking into account the entity's obligations at law and labour market conditions and should be relative to the scale of the Exopharm's business. It should reflect core performance requirements and expectations;

(c) **Performance Based Remuneration:** should be clearly linked to clearly specified performance targets. These targets should be aligned to Exopharm's short, medium and longer-term performance objectives and should be consistent with the Exopharm's purpose, strategic goals and Statement of Values. Discretion should be retained where appropriate to prevent performance-based remuneration rewarding conduct that is contrary to Exopharm's values or risk appetite;

(d) **Equity Based Remuneration:** well-designed equity-based remuneration, including options or performance rights, can be an effective form of remuneration, especially when linked to hurdles that are aligned to the Exopharm's short, medium and longer-term performance objectives. Care needs to be taken not to lead to short termism or the taking of undue risks; and

(e) **Termination Payments:** termination payments if any, should be agreed in advance and the agreement should clearly address what will happen in the case of early termination. There should be no payment for removal for misconduct.

In addition to the Recommendations, the Committee will:

(a) review and recommend to the Board the remuneration arrangements for fees, travel, out-of-pocket expenses, and other benefits; and

(b) review and recommend to the Board the remuneration report prepared in accordance with ACA for inclusion in the annual directors' report for the relevant reporting period.

To the extent that Exopharm adopts a different remuneration structure for its Executives, the Committee shall document its reasons for the purpose of disclosure to stakeholders.

## LEGAL PROCEEDINGS AND REGULATORY ACTIONS

Exopharm is not and was not during the most recently completed financial year, or from the end of the most recently completed financial year to the date of this Circular, a party to, nor was any of its property the subject of, any legal proceedings or regulatory actions material to Exopharm, and no such proceedings or actions are known to be contemplated.

## INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

Except as disclosed in the Circular, Exopharm is not aware of any material interest of any director or executive officer, any person that beneficially owns, or controls or directs, directly or indirectly, more than 10% of the Exopharm Shares, or any associate or affiliate of the foregoing , in any transaction within the three years before the date of this Circular that has materially affected or is reasonably expected to materially affect Exopharm.

## TRANSFER AGENT AND REGISTRAR AND AUDITOR

Exopharm's registrar and transfer agent for the Exopharm Shares is Automic Pty Ltd at its principal office in Level 3, 50 Holt Street, Surry Hills NSW 2010.

William Buck Audit (Vic) Pty Ltd have been Exopharm's independent auditors since 2018.

## MATERIAL CONTRACTS

Except for contracts made in the ordinary course, and in addition to the material contracts of Exopharm disclosed in the documents incorporated by reference herein, the following are the only material contracts entered into by Exopharm before the date of this Circular, that are still in effect:

(a) Arrangement Agreement - for a description of the material terms and conditions of the Arrangement Agreement, please see the Circular of which this Appendix "G" forms a part under the heading "*Information Concerning the Arrangement – the Arrangement Agreement*".

(b) Alto Capital Mandate – Exopharm has appointed Alto Capital Pty Ltd to act as the lead manager to the offers of shares conducted by Exopharm associated with the Arrangement and ancillary transactions.

## INTERESTS OF EXPERTS

### Names of Experts

The following are the persons or companies who were named as having prepared or certified a statement, report or valuation in this Circular and whose profession or business gives authority to the statement, report or valuation made by the person or company:

William Buck Audit (Vic) Pty Ltd, Exopharm's independent auditors, has prepared an independent audit report dated August 29, 2023 in respect of the Exopharm's audited consolidated financial statements for the year ended 2023.

Interests of Experts

William Buck Audit (Vic) Pty Ltd, auditors of Exopharm, have confirmed that they are independent of Exopharm in accordance with the auditor independence requirement of the ACA and the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (including Independence Standards).

## RISK FACTORS

The following risks should be carefully considered when deciding whether to make an investment in Exopharm and the Exopharm Shares. Some of the following factors are interrelated and, consequently, investors should treat such risk factors as a whole. These risks and uncertainties are not the only ones that could affect Exopharm and the Exopharm Shares, and additional risks and uncertainties not currently known to Exopharm, or that it currently considers not to be material, may also impair the business, financial condition and results of operations of Exopharm and/or the value of the Exopharm Shares. If any of the following risks or other risks occur, they could have a material adverse effect on Exopharm business, financial condition and results of operations and/or the value of the Exopharm Shares. There is no assurance that any risk management steps taken by Exopharm will avoid future loss due to the occurrence of the risks described below or other unforeseen risks. In addition, if the Arrangement is completed, Tryp will be a wholly-owned subsidiary of Exopharm, and the risk factors applicable to Tryp will continue to be applicable. See "*Risk Factors*" in Appendix "F" of the Circular for a description of the risk factors applicable to Tryp.

### Re-Quotation of Shares on ASX

The proposed Arrangement constitutes a significant change in the nature and scale of Exopharm's activities and Exopharm needs to re-comply with Chapters 1 and 2 of the Listing Rules as if it were seeking admission to the official list of the ASX. It is a condition precedent to the completion of the Arrangement that the ASX provide its conditional reinstatement letter confirming that the ASX will reinstate the Exopharm Shares to official quotation subject to the satisfaction of conditions precedent set out in such letter.

There is a risk that Exopharm may not be able to meet the requirements of the ASX for re-quotation of its Shares on the ASX. Should this occur, the Exopharm Shares will likely remain in suspension and not be able to be traded on the ASX until such time as those requirements can be met, if at all. Exopharm Shareholders may be prevented from trading their Exopharm Shares should Exopharm be suspended until such time as it does re-comply with the Listing Rules.

### Future Capital Needs

Exopharm was incorporated on May 13, 2013 and Tryp was incorporated on September 24, 2019. Both entities are loss making and are not cash flow positive, meaning on completion of the Arrangement the Combined Company will be loss making and reliant on raising funds from investors to continue to fund its operations and product development.

Exopharm intends to spend significant funds to grow its operations. As Exopharm continues to grow, expenses will continue to exceed revenue, resulting in further net losses in the future. There can be no assurance that such objectives can continue to be met in the future without securing further funding.

**Maintaining and expanding psilocin licences and regulatory risk**

The successful execution of Exopharm's psilocin business objectives is contingent upon compliance with all applicable laws and regulatory requirements in Australia, the United States and other jurisdictions and obtaining all other required regulatory approvals for the import, possession, supply and manufacture of psilocin in its key jurisdictions.

Exopharm's ability to execute its business model and undertake its growth strategy is dependent on its ability to secure and maintain adequate licences and permits.

**Product quality risks**

Risks are involved in the ability to translate technical objectives into a solution that provides the expected quality of product in a cost-effective manner to support the price needed to make an impact in the marketplace. The products supplied by Exopharm may not be functional, may be faulty, or not meet customers' expectations. This may lead to requirements for Exopharm to improve or refine its products, which may diminish operating margins or lead to losses.

The products and technology supplied by Exopharm, while extensively tested prior to collection, can be damaged in transit. While this risk is insurable, it may diminish operating margins.

**Manufacturing risks**

Exopharm's products may be subject to product quality risks. Risks are involved in the ability to translate the technology into a solution that provides the expected quality of product in a cost-effective manner to support the price needed to make an impact in the marketplace.

**Competition**

Whilst Exopharm currently has expertise to deliver a high-quality product, it is anticipated that the level of competition could increase rapidly. There is no assurance that competitors will not succeed in developing products more effective or economic than the products developed by Exopharm which would render Exopharm's products uncompetitive. Exopharm faces a range of risks including that existing competitors could increase their market share through aggressive sales and marketing campaigns, product, research and development or price discounting; and existing and potential competitors, who may have significantly more resources, develop new or superior products or improve existing products to compete with Exopharm.

**Supplier risk**

Exopharm sources certain key components for its systems from third party suppliers. The delivery of such components may be delayed, or a specific supplier may not be able to deliver at all, which may lead to a longer sales cycle or may force the Company to shift to another supplier.

**Key personnel risk**

Exopharm depends on certain key personnel and the departure of any of them may lead to disruptions of customer relationships or delays in the manufacturing and product development efforts in respect to Exopharm's intellectual property.

**Development risks**

Exopharm is currently investing into new research and development initiatives and new technologies that are still at an early stage of development and validation. While Exopharm is not presently aware of any potential problems, the commerciality of these new products is still uncertain.

**Risks associated with psilocin and psilocybin**

All medicines carry risks and specialist prescribers, such as registered psychiatrists are best placed to assess the suitability of a new medication against a patient's individual circumstances and medical history before proceeding. Adverse effects of psilocybin can include temporary increase in blood pressure and a raised heart rate. There may be some risk of psychosis in predisposed individuals. These effects of psilocybin are unlikely at low doses and in the treatment regimens used in psychedelic-assisted psychotherapy and appropriately managed in a controlled environment with direct medical supervision.

**Regulatory risk**

The successful execution of Exopharm's psilocybin and psilocin business objectives is contingent upon compliance with all applicable laws and regulatory requirements in Australia and the US and other jurisdictions and obtaining all other required regulatory approvals for the import, possession, supply and manufacture of psilocybin or psilocin.

As the psilocybin industry continues to evolve, it is likely that there will continue to be changes to existing legislation and/or the application, interpretation and enforcement of the legal and pharmaceutical requirements in many jurisdictions which govern the operations and contractual obligations of Exopharm. The above factors could all impact adversely on the operations and the financial performance of Exopharm, and in some cases the psilocybin industry in general.

**Product liability and warranty risk**

Exopharm's products are subject to stringent safety and manufacturing standards. There is a risk that the Exopharm's products may have actual or perceived safety or quality failures or defects which could result in:

(i) litigation or claims alleging negligence, product liability or breach of warranty against Exopharm;
(ii) regulatory authorities revoking or altering any approvals granted, or forcing Exopharm to conduct a product recall;
(iii) regulatory action;
(iv) damage to Exopharm's brand and reputation; or
(v) Exopharm being forced to terminate or delay sales or operations.

Despite best practice by Exopharm with respect to the manufacture and supply of its products and any insurance that Exopharm may hold, the risk of defective products remains and may negatively impact Exopharm's reputation, operations and financial prospects.

**Intellectual Property Risk**

Exopharm undertakes measures to protect its know how, commercially sensitive information and intellectual property, however, no assurance can be given that employees or third parties will not breach confidentiality agreements or infringe or misappropriate Exopharm's know how or commercially sensitive information.

**Technology risk**

Exopharm's market involves rapidly evolving products and technological change. To succeed, Exopharm will need to research, develop, design, manufacture, assemble, test, market and support substantial enhancements to its existing products, new products and technology, on a timely and cost-effective basis. Exopharm cannot guarantee that it will be able to engage in research and development at the requisite levels. Exopharm cannot assure investors that it will successfully identify new technological opportunities and continue to have the needed financial resources to develop new products in a timely or cost-effective manner. At the same time, products and technologies developed by others may render Exopharm's products and systems obsolete or non-competitive.

**Future Capital Needs**

Although the Exopharm Board consider that Exopharm will, on completion of the Exopharm Capital Raise, have sufficient working capital to carry out its stated objectives and to satisfy the anticipated current working capital and other capital requirements, there can be no assurance that such objectives can continue to be met in the future without securing further funding.

The future capital requirements of Exopharm will depend on many factors and Exopharm may need to raise additional funds from time to time to finance its ongoing operations.

Should Exopharm require additional funding, there can be no assurance that additional financing will be available on acceptable terms or at all. Any inability to obtain additional financing, if required, would have a material adverse effect on Exopharm's business, financial condition and results of operations.

**Foreign Exchange Risk**

Foreign exchange risks arise from Exopharm entering into commercial transactions that are denominated in currencies other than Australian dollars. The merged company will be exposed to foreign currency risk through its international operations where it receives a significant portion of its revenue from customers in foreign currency, primarily being in pounds sterling. Foreign exchange movements may decrease the Australian dollar returns of such operations.

**Litigation risk**

Exopharm is exposed to possible litigation risks including native title claims, tenure disputes,

environmental claims, occupational health and safety claims and employee claims. Further, Exopharm may be involved in disputes with other parties in the future which may result in litigation. Any such claim or dispute if proven, may impact adversely on Exopharm's operations, financial performance and financial position.

## ADDITIONAL INFORMATION

Additional information relating to Exopharm is available through the internet on the on the Exopharm website at www.exopharm.com.au or available via the Australian Securities Exchange which can be accessed at https://www.asx.com.au/. Additional information, including directors' and officers' remuneration, principal holders of Exopharm's, and general financial information is contained in Exopharm's most recent annual report for the financial year ended 30 June 2023. A copy of which is attached to this Circular as Schedule "1" to this Appendix "G".

**Schedule "1"**
(see materials attached hereto)

# Annual Report 2023

**Delivering Transformative Medicines**

**Exopharm Limited**
**ABN 78 163 765 991**

# Contents

# Corporate Directory

| | |
|---|---|
| **Directors** | Mr Mark Davies<br>Dr Ian E Dixon<br>Mr Clarke Barlow |
| **Company Secretary** | Mr David Franks |
| **Registered office** | C/o Bio101 Financial Advisory Pty Ltd<br>Suite 201 697 Burke Road<br>Camberwell VIC 3124 |
| **Principal place of business** | C/o Bio101 Financial Advisory Pty Ltd<br>Suite 201 697 Burke Road<br>Camberwell VIC 3124 |
| **Share register** | Automic Registry Services Pty Ltd<br>Level 5, 126 Phillip Street<br>Sydney NSW 2000<br>Telephone: 1300 288 664<br>Email: hello@automic.com.au |
| **Auditor** | William Buck<br>Level 20, 181 William Street<br>Melbourne VIC 3000 |
| **Solicitors** | QR Lawyers Pty Ltd<br>Level 6, 400 Collins Street<br>Melbourne VIC 3000 |
| **Stock exchange listing** | Exopharm Limited shares are listed on the Australian Securities Exchange (ASX code: EX1) |

# Letter from the Board Chair and CEO

30 June 2023

## Dear Shareholders,

We thank our past employees, stakeholders and shareholders for their support over the past year.

Exopharm is now recapitalised with a much-reduced spend rate and few liabilities – giving a more positive outlook.

We continue to seek financial value for shareholders from our investment into exosome technologies. Whilst the costs of research and development have been reduced significantly, the Company has a portfolio of patents, patent applications and knowhow that solve many of the challenges of exosome medicines.

The pharmaceutical industry sees opportunity in additive gene therapies, and exosomes are a potential drug-delivery chassis without some of the limitations of viral vectors and conventional lipid nanoparticles.

Despite the investment and hard work, bringing in revenue from our pioneering exosome platform has been thwarted by the failure of some key overseas exosome companies and technological challenges.

In this setting, and seeking to maximise shareholder-value, the Board is also actively evaluating other programs and acquisition opportunities including, but not limited to, those that may complement its intellectual property.

During the past year there have been some changes worth highlighting here.

Three Directors left the Board, Elizabeth McGregor in December '22, Jennifer King in February '23 and then Jason Watson in June '23. We thank Elizabeth, Jennifer and Jason for their contributions.

Two Directors have joined the Board in the past year, Clarke Barlow in February '23 and Mark Davies in June '23 as Chairman. With these changes the Board has added equity capital markets experience, continues to comprise three members and costs are contained.

The Company has moved towards a virtual company model and is looking to outsource some activities – as is common in our industry. The high monthly costs of R&D staff and research laboratory have been brought to an end.

**Dr Ian Dixon**
Managing Director & CEO

**Mr Mark Davies**
Chairman

# Directors' Report

30 June 2023

The directors present their report, together with the financial statements, on the consolidated entity (referred to hereafter as the 'Group') consisting of Exopharm Limited (referred to hereafter as the 'Company') and the entities it controlled at the end of, or during, the year ended 30 June 2023.

## Directors

The names of the directors and officers who held office during or since the end of the year and until the date of this report are as follows. Directors were in office for this entire period unless otherwise stated.

| Director | Position |
|---|---|
| Mr Jason Watson | Non-Executive Chairman (Resigned 22 June 2023) |
| Dr Ian Dixon | Managing Director & CEO |
| Ms Elizabeth McGregor | Non-Executive Director (Resigned on 20 December 2022) |
| Dr Jennifer King | Non-Executive Director (Resigned on 22 February 2023) |
| Mr Clarke Barlow | Non-Executive Director (Appointed on 22 February 2023) |
| Mr Mark Davies | Non-Executive Chairman (Appointed 22 June 2023) |

## Names, qualifications, experience and special responsibilities of Directors in office during the year.

### Mr Jason Watson - Non-Executive Chairman

**(Resigned 22 June 2023)**

*LLB, B. Comm*

Mr Watson has board and advisory experience acting with small and medium-sized enterprises, research institutes and listed companies in the life sciences and other sectors. In particular, Mr Watson has assisted companies in developing, commercialising and transacting technologies through significant biotechnology licensing deals. Mr Watson is principal of Elementary Law, a legal practice based in Melbourne, Australia. His practice focuses on assisting clients achieve the best outcomes for their patents and innovations, including through corporate fund raising, protection strategies, licensing and commercialisation. In this capacity, Mr Watson has been recognised in the Intellectual Asset Magazine Patent 1000
independent list of The World's 1000 Leading Patent Professionals. Mr Watson has expertise in relation to complex transactions, including establishing multi-party engagements, research and consultancy contracts and negotiating and implementing clinical trial, licensing, assignment, manufacturing, shareholding and other commercial arrangements. Mr Watson has a Bachelor of Laws with Honours and a Bachelor of Commerce. No directorship in other listed companies in the last 3 years.

### Dr Ian Dixon - Founder and Managing Director

*phD, MBA, MAICD*

Dr Dixon has a PhD in biomedical engineering from Monash University, an MBA from Swinburne University and professional engineering qualifications. Dr Dixon is a co-inventor of the patented LEAP Technology owned by Exopharm and is also a co-inventor of other Exopharm technologies. Dr Dixon brings to the Board an extensive technical and entrepreneurial background in founding, building and running technology-based companies, in recognising the potential commercial value of early-stage drug development, and in understanding the challenges involved in drug development. He is also a Non-Executive Director of Nyrada Inc. (ASX-NYR) and a co-inventor of Nyrada's patented drug NYX-330 to treat hypercholesterolemia and atherosclerosis. In 2011, Dr Dixon co-founded Cynata Inc, now a subsidiary of ASX-listed Cynata Therapeutics Ltd (ASX-CYP), a company progressing the commercialisation what has become the Cymerus stem cell therapy to treat various medical conditions including osteoarthritis, ARDS and critical limb ischemia. Ian was a founding director of anticancer company Noxopharm Ltd (ASX-NOX) in 2016 and during the last three years Dr Dixon has served as a director of the following listed companies: Medigard Ltd (ASX-MGZ); Noxopharm Ltd: ASX-NOX).

## Mr Clarke Barlow - Non-Executive Director

**(Appointed 22 February 2023)**

Mr Barlow is a Financial Adviser with 22 years' experience in the Financial Services Industry in Australia and the United Kingdom (UK).

Mr Barlow has experience in structuring, operations and risk management of institutional exotic derivatives in the UK and has been responsible for establishing and managing derivatives trading desks for Australian based investment banks. Since 2007 Mr Barlow has serviced retail and institutional clients advising on share portfolios, derivatives, and identification of early-stage opportunities across a variety of industries and sectors. He also provides corporate advisory services for ASX listed companies across a variety of industries, with a focus on growth opportunities, providing them with advice on business models & strategy, structuring of pre-IPO and IPO fund raisings, reverse takeovers, capital raisings, M&A, investor relations and capital markets advice. Mr Barlow is a Founder and Director of AMG Acquisition Corp, a publicly listed company on the Toronto Venture Exchange (TSXV). He holds a Bachelor of Commerce degree from the University of Western Australia, has level 2 ASX derivatives accreditation, and is a Member of the Australian Institute of Company Directors (AICD).

## Mr Mark Davies - Non-Executive Director

**(Appointed 22 June 2023)**

Mark Davies graduated from the University of Western Australia with a Bachelor of Commerce. He has over 25 years' experience in trading, investment banking and providing corporate advice. He worked at Montagu Stockbrokers before co-founding investment banking firm Cygnet Capital and more recently 1861 Capital. Mark specialises in providing corporate advice and capital raising services to emerging companies seeking business development opportunities and funding from the Australian market.

## Ms Elizabeth M McGregor - Non-Executive Director and Company Secretary

**(Resigned on 20 December 2022)**

*BA (Hons), MBA, FGIA, GAICD*

Elizabeth McGregor is a corporate governance professional and has worked as Company Secretary for a number of ASX listed entities. She has experience in various industries including financial services, investment management and biotechnology.

Elizabeth was educated at the University of London (BA) and Macquarie Graduate School of Management (MBA). She is a Fellow of the Governance Institute of Australia and a Graduate of the Australian Institute of Company Directors. No directorship in other listed companies in the last 3 years.

## Dr Jennifer King - Non-Executive Director

**(Resigned on 22 February 2023)**

Dr Jennifer King, a Principal at King BioConsulting, has over 20 years of operating experience in the biopharmaceutical industry. King BioConsulting provides business development and strategic support for biotechnology companies and other key stakeholders, with a focus on cutting edge technologies and orphan indications. From 2015 to 2019 Jenn served at Intellia Therapeutics, a CRISPR Cas9 genome editing start-up, completing her tenure as Senior Vice President for Business Development. Jenn founded and grew the Business Development and New Product Commercialization groups at Intellia. She was responsible for accessing external sources of innovation, establishing the company's key industry and academic partnerships, overseeing the alliance management activities for these partnerships and developing commercial strategies and frameworks for Intellia's genome editing platform.

Prior to her joining Intellia in 2015, Jenn held the position of Senior Director of Business Development at Shire Plc, (now Takeda) where she was responsible for the sourcing, initial evaluation and negotiation of licensing and acquisition opportunities within the company's corporate development group. She previously worked in Shire's rare disease commercial organization as a Global Brand Director for two clinical stage programs and served as its Director of New Products, where she was responsible for providing commercial guidance to development and research stage projects, as well as evaluating the commercial attractiveness of business development opportunities. Before joining Shire in 2006, Jennifer held a variety of commercial roles in at Millennium Pharmaceuticals; most notably as the Product Manager for the US launch of VELCADE®.

Jennifer received her B.S. in Biology from the Massachusetts Institute of Technology, earned a Ph.D. in Developmental Biology at the Stanford University School of Medicine, and was awarded her MBA by Northeastern University. No directorship in other listed companies in the last 3 years.

## Meetings of directors

The number of meetings of the Company's Board of Directors ('the Board') held during the year ended 30 June 2023, and the number of meetings attended by each director were:

| | Full Board | |
|---|---|---|
| | Attended | Held |
| Mr Jason Watson[1] | 7 | 8 |
| Dr Ian Dixon | 8 | 8 |
| Mr Clarke Barlow[2] | 3 | 3 |
| Ms Elizabeth McGregor[3] | 3 | 4 |
| Dr Jennifer King[4] | 5 | 5 |
| Mr Mark Davies[5] | - | - |

Held: represents the number of meetings held during the time the director held office.

[1] Mr Jason Watson resigned on 22 June 2023.
[2] Mr Clarke Barlow appointed on 22 February 2023
[3] Ms Elizabeth McGregor resigned on 20 December 2022.
[4] Dr Jennifer King resigned on 22 February 2023.
[5] Mr Mark Davies appointed on 22 June 2023.

### Interests in the shares and options of the Company and related bodies corporate

The following relevant interests in shares and options of the Company or a related body corporate were held by the directors as at the date of this report:

| Directors | Fully paid ordinary shares Number | Share options Number | Performance rights Number |
|---|---|---|---|
| Mr Jason Watson | 760,000 | - | - |
| Dr Ian Dixon | 28,258,627 | - | - |
| Ms Elizabeth McGregor | 30,000 | - | - |
| Dr Jennifer King | - | - | - |
| Mr Clarke Barlow | - | - | - |
| Mr Mark Davies | - | - | - |

As at the date of this report, the Company had 439,423,066 fully paid ordinary shares and 7,500,000 share options

# Review of Operations

## Principal Activities

The principal activities of Exopharm during the reporting period are:

- ongoing technology assessment by potential licensees
- further intellectual property protection of key technologies
- cost-reduction initiatives whilst evaluating opportunities

Financial constraints have required ongoing cost-reduction initiatives and further research and development activities are planned to be outsourced as operations move towards a more virtual company model.

The Board is also actively evaluating other programs and acquisition opportunities including, but not limited to, those that may complement its intellectual property.

## Key Highlights

1. Focus on building value whilst reducing costs
2. Successful completion of conversion of debt to equity and placement
3. Technology assessment by potential partners continues
4. Promising initial data from elastin additive gene therapy exosome experiments
5. Further granted US patents for the LEAP technology

## 1. Focus on building value whilst reducing costs

During the past 12 months there have been changes at both the Board and Operations levels of the Company.

In Q2 FY23 (announced on 20th December 2022), further cost reductions had been made, reducing the size of Exopharm's R&D and corporate team and focusing on the core activities of the Company. These changes included, downsizing the board from four to three; reducing staff numbers while retaining a core team to deliver on ongoing activities and outcomes; non-executive directors voluntarily cutting their Director's fees and Managing Director/ CEO voluntarily cutting his remuneration in the interim. These changes further focus the Company on core activities aimed at delivering increased future value and improving the cashflow runway into FY24.

The Company has moved towards a virtual company model and is looking to outsource some activities – as is common in our industry. The high monthly costs of R&D staff and research laboratory have been brought to an end.

We continue to seek financial value for shareholders from our investment into exosome technologies. Whilst the costs of research and development have been reduced significantly, the Company has a portfolio of patents, patent applications and knowhow that solve many of the challenges of exosome medicines.

The Board is also actively evaluating other programs and acquisition opportunities including, but not limited to, those that may complement its intellectual property.

### Board changes

Board renewal is an important feature of public companies.

Three Directors left the Board, Elizabeth McGregor in December 2022, Jennifer King in February 2023 and then Jason Watson in June 2023.

Two Directors have joined the Board in the past year, Clarke Barlow in February 2023 and Mark Davies in June 2023 as Chairman. With these changes the Board has added equity capital markets experience, continues to comprise three members and costs are contained.

With these changes the Board continues to comprise three members - Mark Davies, Clarke Barlow and Ian Dixon.

### Operational changes

The Company has a portfolio of patents, patent applications and knowhow that solve many of the challenges of exosome medicines. We continue to seek financial value from our investment into exosome technologies through potential partnering and/or licensing transactions.

The pharmaceutical industry sees opportunity in additive gene therapies to treat a wide range of medical problems, and exosomes are a potential drug-delivery chassis without some of the limitations of viral vectors and conventional lipid nanoparticles.

But deriving revenue from our pioneering exosome platform has been challenging, and further hindered by the failure of some key overseas exosome companies and technological challenges.

To reduce costs, the Company has moved towards a virtual company model and is looking to outsource some activities – as is common in our industry. The high monthly costs of R&D staff and research laboratory have been brought to an end by the redundancy of many employees and vacating the laboratory at the Baker Institute.

### Intellectual Property changes

To reduce ongoing costs, the present strategy with patents is to seek coverage in 4 jurisdictions – USA, Europe, Japan and China. This approach will reduce costs but maintain coverage in the main potential markets.

## 2. Successful completion of conversion of debt to equity and placement

In the second half of the 2023 Financial Year, the Company successfully issued 125 million shares to convert all issued Convertible Note under a Mandate announced on 13 February 2023 that raised $1.0m. The Company also issued on 26 April 2023 and 12 May 2023 a further 157 million shares under a Rights Issue and Shortfall Placement which raised approximately $1.57m before costs. The proceeds have been used for working capital purposes.

Exopharm is now recapitalised with a much-reduced spend rate and few liabilities – giving a more positive outlook.

At present the Company has 439,423,066 shares on issue.

## 3. Technology assessment by potential partners continues

Partnering/licensing activities are ongoing with a small number of prospects.

During the reporting period Exopharm had entered Phase 2 of its ongoing collaboration services agreement with the Astellas Institute for Regenerative Medicine (AIRM), a subsidiary of Astellas Pharma Inc. During the first Phase, conducted at its research facilities in Melbourne, Australia, Exopharm demonstrated its LEAP technology to purify exosomes derived from two proprietary AIRM cell lines.

The second Phase of work encompassed LEAP technology transfer to AIRM's in-house researchers, enabling AIRM to further evaluate Exopharm's LEAP technology for the isolation of exosomes. In addition, AIRM was able to use two other Exopharm technologies, EVPS and LOAD. EVPS technology from Exopharm could potentially enable AIRM to develop and evaluate surface-engineered exosomes. Exopharm's LOAD technology could potentially enable AIRM to load functional RNA into exosomes derived from AIRM cells.

Upon the conclusion of this collaboration Astellas is now considering its future development plans.

As announced on 17 November 2022, Sartorius BIA is evaluating the synergy of Exopharm's patented LEAP technology together with BIA's unique Convective Interaction Media (CIM) for potentially improved large-scale exosome production. This program continues and at this stage further data is expected to support evaluation later in FY24.

The LEAP technology is presently under evaluation by another company.

Exopharm's portfolio of technologies contains the key components that are necessary for the development and manufacture of commercial-scale, exosome-based medicines:

- **LEAP** to isolate and purify exosomes at a commercial scale;
- **ENGINEERED MASTER CELL BANKs** to enable scalable, clinical grade cGMP-compliant manufacture of engineered exosomes;
- **EVPS** to target exosomes to specific cells and tissues within the body;
- **LOAD to add APIs**, including DNA and RNA, into exosomes;
- **EXORIA** dye to track exosomes through the manufacturing process and within the body; and
- **FORMULATION H** to enable the stable storage and transport of exosome medicines.

## Exopharm's portfolio of technologies

**LEAP:** Exopharm's exosomes are produced from human cells cultured in a bioreactor and purified using Exopharm's patented LEAP technology. The LEAP technology solves the critical bottleneck of exosome isolation and purification. Exopharm is using a chromatography based (but not immunoaffinity chromatography or IAC) purification method, called LEAP (Ligand-based Exosome Affinity Purification).

**MASTER CELL BANK:** The manufacture of clinical-grade engineered exosomes at scale requires a Master Cell Bank (MCB) of engineered cells that is compliant with strict quality requirements and stored securely. In FY22, Exopharm completed its manufacturing quality framework and established a Good Laboratory Practice (GLP)-compliant Master Cell Bank for engineered exosome production, in preparation for a future cGMP MCB.

**EVPS:** The EVPS technology platform allows specific molecules to be attached to the surface of exosomes to target them to selected tissues, organs or cell types. Targeted delivery can improve a product's efficacy and reduce adverse off-target effects of the drug cargo. Over the past year, Exopharm advanced its tissue-specific delivery EVPS technology by demonstrating the engineering of two different proteins into exosomes and demonstrated tissue tropism.

**LOAD:** The LOAD technology platform enables loading of active pharmaceutical ingredient (API) into exosomes. APIs can include DNA and RNA. Over the past year Exopharm has successfully demonstrated improved loading of DNA, mRNA, and siRNA into exosomes.

**EXORIA:** Exopharm's Exoria technology is a novel and proprietary dye that tags otherwise 'invisible' exosomes to improve tracking in experimental studies and laboratory analysis. Until now, there has been no reliable way to solve this critical issue, which has held back the development of exosome medicines and exosome research. In June 2022, the first article on the benefits of Exopharm's proprietary Exoria technology for exosome analysis was published in a peer-reviewed journal.[1] This report positions Exopharm's Exoria as the industry standard for correctly identifying and labelling exosomes.

A PCT patent application has been lodged to seek rights over EXORIA in key markets – USA, EU, Japan and China.

**FORMULATION H:** If exosomes are to become part of off-the-shelf mainstream medicine, they must fit within the established medical product logistics for transport and storage. Formulation H is being developed to enable transport and storage of exosome medicines whilst avoiding damage and limiting degradation.

A PCT patent application has been lodged to seek rights over Formulation H in key markets – USA, EU, Japan and China.

Exopharm's tool chest of exosome-related technologies supports the strategy of generating revenue from companies seeking to develop or manufacture exosome medicines.

[1] **https://doi.org/10.1016/j.jcyt.2022.02.003 Tertel et. al., Cytotherapy, 24(6) pp619-628, June 2022** - Imaging flow cytometry challenges the usefulness of classically used extracellular vesicle labeling dyes and qualifies the novel dye Exoria for the labeling of mesenchymal stromal cell–extracellular vesicle preparations

## 4. Promising initial data from elastin additive gene therapy exosome experiments

### Summary

In 2022 and 2023 Exopharm has produced prototype exosome (extracellular vesicle [EV]) products containing Elastin Messenger Ribonucleic Acid (ELN-mRNA-EV) using a number of its proprietary manufacturing technologies.

in vitro exosome-mediated delivery of functional elastin mRNA was demonstrated with the prototype – with elevated gene expression translated to more than two-fold increase in ELN protein content compared to controls as determined by FASTIN assay.

Further future testing could be conducted in ex vivo skin models and in vivo as steps towards potential clinical trials of ELN-mRNA-EV

### Background

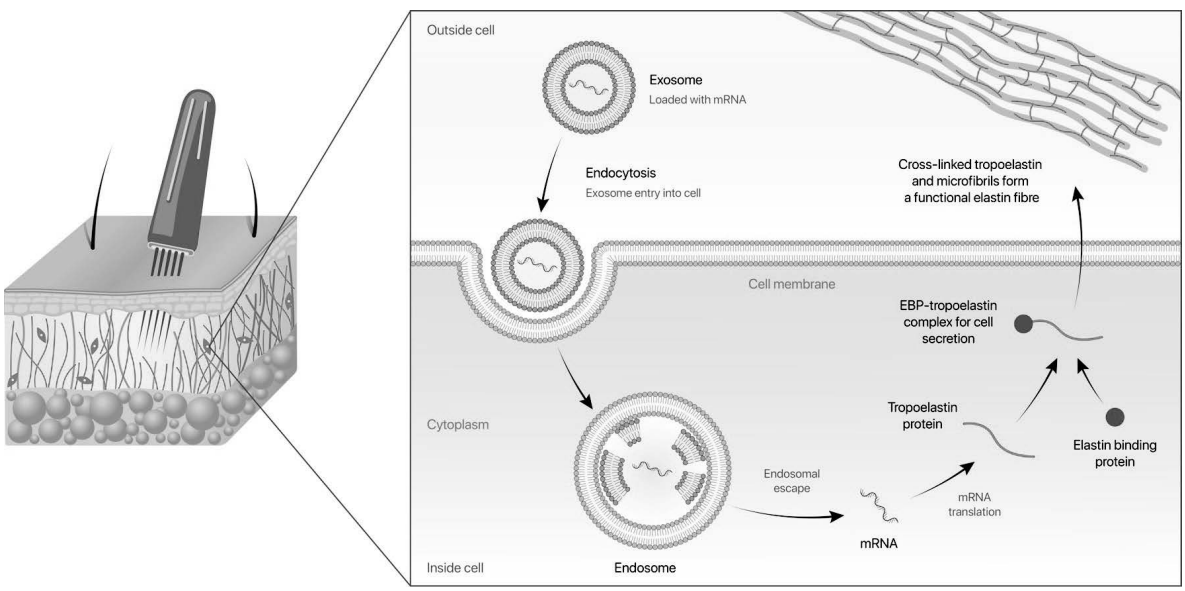
As announced on 12 October 2022, Exopharm has been working on an in-house exosome prototype product to increase elastin - as a potential additive gene-therapy product to treat elastin deficiency in skin, arteries, lungs and other tissue.

Elastin (ELN) is a large natural molecule found in the extracellular matrix surrounding cells – elastin imparts elasticity to the tissue. ELN normally has a long half-life of approximately 70 years and its natural replacement is limited in adults. Elastin constitutes about 28%–32% of major blood vessels, 30%–57% of the aorta, 50% of elastic ligaments, 3%–7% of lung, and 2%–3% of the dry weight of skin [2].

With aging, injuries, exposure to UV light (from sun exposure) and many other environmental factors, such as smoke, the normal levels of elastin decrease and medical and aesthetic issues arise from that elastic deficiency.

Exopharm selected an additive gene-therapy for elastin deficiency as a development target as elastin deficiency is not readily treated by dietary or other means and Exopharm's exosomes could be a useful drug-delivery chassis for ELN mRNA.

Medical problems that could potentially be treated with an additive gene-therapy for elastin include photoaging, striae distensae alba (stretch marks), aging skin, photoaged skin, arterial stiffness, chronic obstructive pulmonary disease (COPD) and Williams-Beuren syndrome amongst others.




[2] **De Novo Synthesis of Elastin by Exogenous Delivery of Synthetic Modified mRNA into Skin and Elastin-Deficient Cells by Lescan et al 2018** - https://doi.org/10.1016/j.omtn.2018.03.013

| Market metrics by potential application field | | | |
|---|---|---|---|
| **Chronic Obstructive Pulmonary Disease (COPD)** | **Cardiovascular (CV) incl. arterial stiffness** | **Scar prevention & treatment** | **Aging / photoaging / stretch marks** |
| COPD market to reach US$19.3B in 2028 in top 7 world markets | CV market to reach US$231.7B by 2030; Hypertension market to reach US$31.5B by 2028 | Scar treatment market to reach US$16.7B by 2031 | Anti-aging market worth US$88B by 2028; Stretch marks treatment to reach US$4.17B by 2028 |

### Experimental details and results

The work was designed to compare 'naked' (i.e. no drug-delivery technology used) ELN mRNA with exosome-delivered ELN mRNA as a way of increasing human cell production of elastin.

Making the prototype ELN-mRNA-EV product involved a number of steps:

1. Culture human HEK293 cells in Exopharm's proprietary collection media Hexocollect
2. Purify exosomes from cells using Exopharm's patented LEAP technology
3. Use Exopharm's LOAD technology to add mRNA into exosomes
4. Conduct analytics to determine copy-number of mRNA LOADing

Exopharm's suite of proprietary manufacturing technologies has enabled this work.

ELN-mRNA-EVs and other test materials were delivered to human fibroblasts in vitro to form 4 test materials.

Two days following treatment with various test materials, cells were collected and assessed for ELN content.

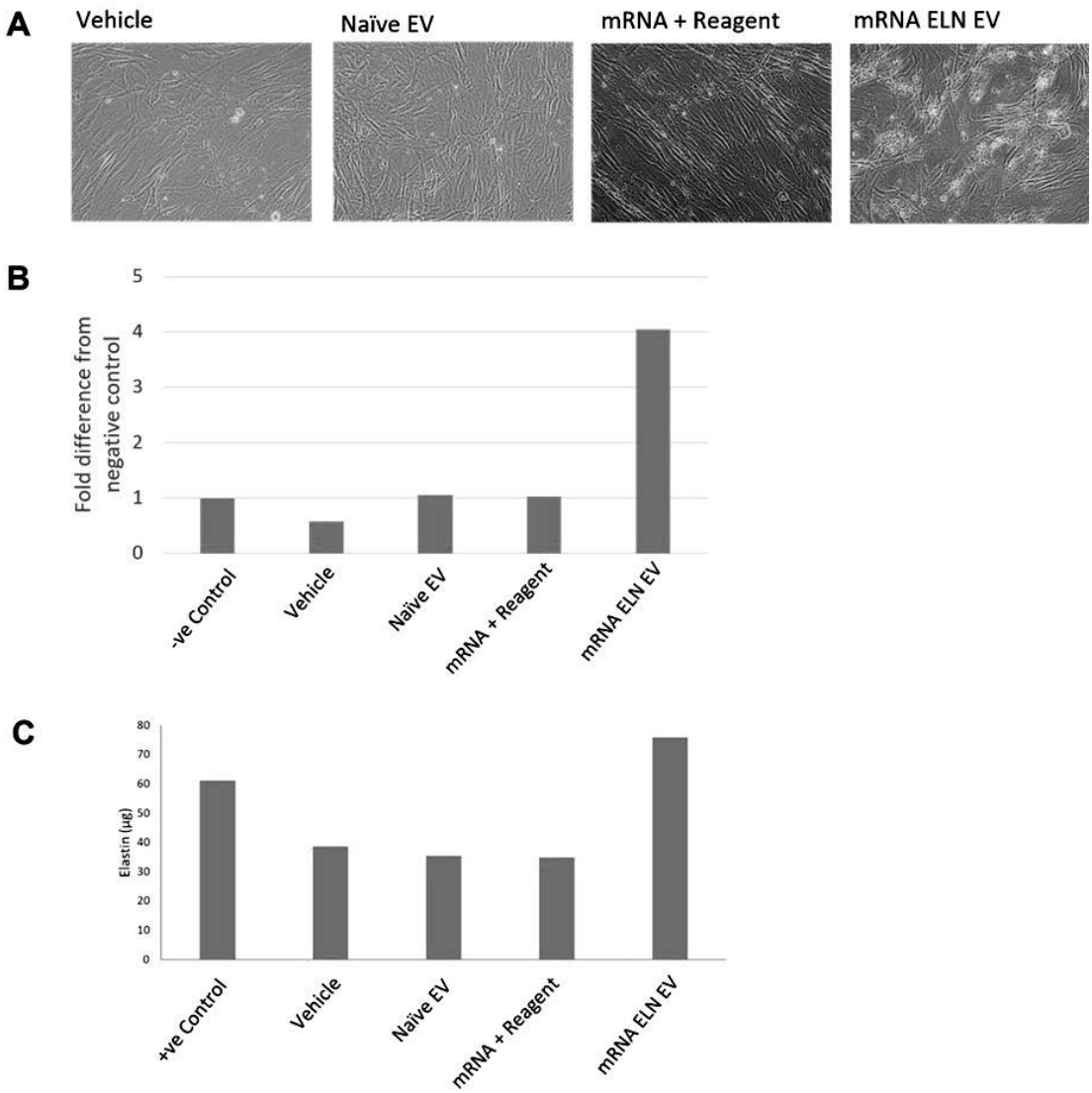
ELN-mRNA-EVs were compared to a PBS (Phosphate Buffered Saline) vehicle control, an unloaded HEK293 (naïve) EV control and an equivalent amount of loading reagent and ELN mRNA (equivalent to LOADed test material) control.

### Findings and results

Figure 1A. At the end of treatment, cells administered ELN-mRNA-EVs showed a clear difference in cell morphology (i.e. how the cells appear) compared to control and other test panels.

Figure 1B. Following cell harvest, analysis showed ELN gene expression was elevated 4-fold in ELN-mRNA-EVs treated cells compared to controls (normalised to native ELN), and around 4-fold increase over 'naked' ELN mRNA materials.

Figure 1C. Elevated gene expression translated to more than two-fold increase in ELN protein content compared to controls as determined by FASTIN assay.




This data shows ability to load mRNA into EVs and that the ELN mRNA is subsequently processed within the cells into ELN protein.

ELN is not typically produced by mature cells, so using ELN-mRNA-EVs to induce ELN protein expression is a step towards potential clinical utility of exosomes as a drug-delivery chassis for additive gene therapy for elastin-deficiency.

The present plan is to outsource the manufacture of prototype product and potentially test in an ex vivo human skin experiment.

## 5. Further granted US patents for the LEAP technology

### LEAP patents granted in USA

Exopharm continues to invest in developing and protecting its Intellectual Property (IP) across its portfolio of exosome technologies.

Patents in key markets support potential partnership/licensing transactions.

Exopharm's key technology is being patented under the title of "Methods And Compositions For Purification Or Isolation Of Microvesicles And Exosomes".

There are now three granted US patents for the LEAP technology and a further LEAP patent has already been granted in Russia. United States patents are 11,666,603 granted 6th July 2023, US 11,559,552 granted on 24th January 2023 and US11,202,805B2 granted in December 2021.

Exopharm continues to pursue this patent family in 4 key global jurisdictions – USA, Europe, Japan and China.

## Key Risks and Uncertainties

The current and future performance of the Company may be affected by changing circumstances, uncertainties, and risks specific to the Company and the Company's business activities, as well as general risks.

### Industry trends

The Company is subject to changes within the pharmaceutical industry. In seeking to derive revenue from its exosome technology platform, there are uncertainties and risks when interest in a particular technology – such as exosomes – declines due to reasons outside of the control of the Company.

### Limited access to capital markets at times

As a company with limited revenue, the Company has relied upon access to the equity capital markets for funding to support its operations. At times the risks and uncertainties affecting the capital markets shift, potentially limiting capital raising by the Company.

### Key person risks

The Company's success depends to a significant extent upon its existing key management personnel to develop technology and products and to engage with potential partners/licensees. There are risks and uncertainties associated with key employees and their tenure.

### Commercialisation success

The Company has been a pioneer in the exosome medicine field, but the adoption of exosomes in medicines is in its infancy. There is no guarantee that the Company will be able to negotiate attractive commercial terms for future licence agreements.

### Future funding

The ability of the Company to continue as a going concern is principally dependent upon the ability of the Company to secure additional working capital. These funds can be made up of loans, revenue and by raising capital from equity markets. The Company can also manage cash flow in line with the available funds. There is a risk that the Company may be unable to secure adequate funding to sufficiently fund its core operations.

# GLOSSARY

| | |
|---|---|
| **CV** | Cardiovascular |
| **extracellular matrix** | A large network of proteins and other molecules that surround, support, and give structure to cells and tissues in the body |
| **FASTIN™ assay** | The Fastin™ Elastin kit is a quantitative, colorimetric assay for measurement of elastin extracted from in-vivo and in-vitro sources |
| **mRNA** | Messenger RNA |
| **PBS** | Phosphate Buffered Saline, a research solution |
| **RNA** | Ribonucleic acid |
| **UV** | Ultraviolet (radiation) |

## Finance and Accounting

### Principal Activities

The principal activity of the Group during the year continued to be investment in biopharmaceutical drug development.

The loss for the Group after providing for income tax amounted to $7,130,264 (30 June 2022: $10,084,011).

### Dividends

No dividends have been paid or declared since the start of the financial year and the Board does not recommend the payment of a dividend in respect of the current financial year.

### Unissued shares under option/performance rights

Details of unissued shares, interests under option and performance rights as at the reporting date of this report are:

| Issuing Entity | Number of shares under option | Performance rights | Class of shares | Exercise price of option | Expiry date of options |
|---|---|---|---|---|---|
| Exopharm Limited | 1,500,000 | - | Ordinary | $0.40 | 09 November 2025 |
| Exopharm Limited | 1,500,000 | - | Ordinary | $0.60 | 09 November 2025 |
| Exopharm Limited | 1,500,000 | - | Ordinary | $0.90 | 09 November 2025 |
| Exopharm Limited | 3,000,000 | - | Ordinary | $0.01 | 12 May 2026 |

The holders of these options and performance rights do not have the right to participate in any share issue or interest issue of the Company or of any other body corporate or registered scheme.

2,650,000 performance rights lapsed on 20 December 2022 because the vesting conditions were not met.

No options were cancelled during or since the end of the financial year.

## Financial update

The Group has cash in bank of $1,642,719 as at 30 June 2023 (2022: $4,846,540). The Directors are of the opinion that the Group is a going concern.

## Significant events during the year

On 27 October 2022, the Company received an R&D Tax Incentive refund of $4,063,408 which was partially allocated to repay the outstanding loan of $3,382,408 payable to Radium Capital with the net remaining amount of $681,000 received as cash by the Company.

On 20 December 2022, the Company announced an implementation of cost-reduction measures through restructuring and reduction in size of the Company to focus on Company's core activities and preserve the potential to harvest financial returns and improve cash runway. The restructuring includes downsizing the board from 4 to 3 and reduction in staff numbers.

On 9 March 2023, the Company raised $1,000,000 through issue of Convertible Note.

On 26 April 2023, the Company announced $802,441 was raised through the issuance of 80,244,048 shares as part of a standard pro-rata rights issue.

On 12 May 2023, the Company raised $769,675 through issuance of 79,967,485 ordinary shares as part of the shortfall placement in relation to the standard pro-rata rights issue.

On 18 May 2023, the Company issued 125,000,000 ordinary shares in relation to the conversion of 1,000,000 Convertible Note at a conversion price of $0.008 per share.

The Company announced a loan facility with Radium Capital providing the Company with immediate access to up to 80% of its estimated accrued RDTI rebate for the period 1 July 2022 – 31 December 2022. The R&D loan facility was drawn in two tranches, with the first Tranche (Tranche 1) of $961,000 received in November 2022 and the second Tranche (Tranche 2) of $430,746 received in March 2023.

As at 30 June 2023 the Company had drawn funds of $1,391,746 under this facility which is secured against the FY2023 Research and Development Tax Incentive (RDTI) refund.

## Significant events after balance sheet date

No matter or circumstance has arisen since 30 June 2023 that has significantly affected, or may significantly affect the Group's operations, the results of those operations, or the Group's state of affairs in future financial years.

## Likely developments and expected results

Disclosure of information regarding likely developments in the operations of the Group in future financial years and the expected results of those operations is likely to result in unreasonable prejudice to the Group. Therefore, this information has not been presented in this report.

## Environmental legislation

The Group is not subject to any environmental legislation requirements other than statutory legislation.

## Indemnification and insurance of Directors and Officers

During the financial year, the Group paid a premium in respect of a contract insuring the directors of the Group (as named above), the Group secretary and all executive officers of the Group and of any related body corporate against a liability incurred as such a director, secretary or executive officer to the extent permitted by the Corporations Act 2001. The contract of insurance prohibits disclosure of the nature of the liability and the amount of the premium.

The Group has not otherwise, during or since the end of the financial year, except to the extent permitted by law, indemnified or agreed to indemnify an officer or auditor of the Group or of any related body corporate against a liability incurred as such an officer or auditor.

### Company Secretary

Mr David Franks of the Automic Group is the registered Company Secretary and has been in office since 30 September 2021.

David Franks is a Principal of the Automic Group. He is a Chartered Accountant, Fellow of the Financial Services Institute of Australia, Fellow of the Governance Institute of Australia, Justice of the Peace, Registered Tax Agent and holds a Bachelor of Economics (Finance and Accounting) from Macquarie University. With over 30 years' experience in finance, governance and accounting, Mr Franks has been CFO, Company Secretary and/or Director for numerous ASX listed and unlisted public and private companies, in a range of industries covering energy retailing, transport, financial services, mineral exploration, technology, automotive, software development and healthcare. Mr Franks is currently the Company Secretary for the following ASX Listed entities: Applyflow Limited, COG Financial Services Limited, Cogstate Limited, IRIS Metals Limited, IXUP Limited, JCurve Solutions Limited, Noxopharm Limited, Nyrada Inc, White Energy Company Limited and ZIP Co Limited. He was also a Non-Executive Director of JCurve Solutions Limited from 2014 to 2021.

### Proceedings on behalf of the Group

There are no proceedings on behalf of the Group.

### Auditor Independence

Section 307C of the Corporations Act 2001 requires our auditors, William Buck Audit (Vic) Pty Ltd, to provide the directors of the Company with an Independence Declaration in relation to the audit of the annual report. This Independence Declaration is set out following the Directors report for the year ended 30 June 2023.

## Non-audit services

Details of the amounts paid or payable to the auditor for non-audit services provided during the financial year by the auditor are outlined in note 23 to the financial statements.

The directors are satisfied that the provision of non-audit services during the financial year, by the auditor (or by another person or firm on the auditor's behalf), is compatible with the general standard of independence for auditors imposed by the Corporations Act 2001.

The directors are of the opinion that the services as disclosed in note 23 to the financial statements do not compromise the external auditor's independence requirements of the Corporations Act 2001 for the following reasons:

- all non-audit services have been reviewed and approved to ensure that they do not impact the integrity and objectivity of the auditor; and
- none of the services undermine the general principles relating to auditor independence as set out in APES 110 Code of Ethics for Professional Accountants (including Independence Standards) issued by the Accounting Professional and Ethical Standards Board, including reviewing or auditing the auditor's own work, acting in a management or decision-making capacity for the Group, acting as advocate for the Group or jointly sharing economic risks and rewards.

## Remuneration report (audited)

### Introduction

This remuneration report, which forms part of the Directors' report, sets out information about the remuneration of Exopharm Limited's key management personnel ('KMP') for the financial year ended 30 June 2023. The information provided in this remuneration report has been audited as required by Section 308(3C) of the Corporations Act of 2001.

The remuneration report details the remuneration arrangements for KMP who are defined as those persons having authority and responsibility for planning, directing and controlling the major activities of the Group, directly or indirectly, including any Director (whether executive or otherwise) of the Group.

### Key Management Personnel (KMP)

Exopharm's KMP include all Non-executive Directors as listed below and those executives who are deemed to have authority and responsibility for planning, directing and controlling the major activities of Exopharm.

The table below outlines the KMP of Exopharm and their movements during FY23:

| DIRECTORS | POSITION | TERM AS KMP |
|---|---|---|
| Dr Ian Dixon | Managing Director & CEO | Full Financial Year |
| Mr Jason Watson | Non-Executive Chairman | Ceased 22 June 2023 |
| Ms Elizabeth McGregor | Non-Executive Director | Ceased 20 December 2022 |
| Dr Jennifer King | Non-Executive Director | Ceased 22 February 2023 |
| Mr Clarke Barlow | Non-Executive Director | Commenced 22 February 2023 |
| Mr Mark Davies | Non-Executive Chairman | Commenced 22 June 2023 |

| EXECUTIVES | POSITION | TERM AS KMP |
|---|---|---|
| Dr Michael West | Chief Technology Officer | Full Financial Year |
| Mr David Oxley | President - International | Ceased 3 February 2023 |

### Remuneration Policy

The Board of Directors is committed to transparent disclosure of its remuneration strategy and this report details the Group's remuneration objectives, practices and outcomes for KMP, which includes Directors and senior executives, for the year ended 30 June 2023. Any reference to "Executives" in this report refers to KMPs who are not Non-Executive Directors.

### Remuneration Policy Framework

The Group's remuneration policy is to assist the Group to attract and retain key people to assist the development of its products and entering into partnership transactions. It has been designed to reward key management and employees fairly and responsibly in accordance with the market in which the Group operates, and to ensure that the Group:

- Provides competitive remuneration that attracts, retains and motivates executives and employees;
- Benchmarks remuneration against appropriate peer groups;
- Provides a level of remuneration structure to reflect each executive's respective duties and responsibilities;
- Aligns executive incentive rewards with the creation of value for shareholders; and
- Complies with legal requirements and appropriate standards of governance.

### Remuneration Committee

The Board has not implemented a separate Remuneration Committee during the year. Due to the size of the Group and the fact there are only four directors on the board, this has been the responsibility of the whole Board.

### Remuneration Structure

In accordance with best practice corporate governance, the structure of non-executive Director and executive remuneration is separate and distinct.

### Policy for Executive Remuneration

The Group maintains its existing performance management procedures for key management personnel by having each key manager undertake an annual performance appraisal with the Managing Director based on individual and business performance expectations and other circumstances. The Chief Executive Officer's performance is in turn reviewed by the Board of Directors.

The Group's remuneration policy is to provide a fixed remuneration component and a short-term and long-term performance-based component. The Board believes that this remuneration policy is appropriate in aligning executives' objectives with shareholder and business objectives.

Executive Remuneration consisted of only Fixed and Variable Remuneration during the year.

## Remuneration Components

### Fixed Remuneration

Fixed remuneration consists of based salaries, as well as employer contributions to superannuation funds and other non-cash benefits. Fixed remuneration was reviewed by Board of Directors having regard to remuneration paid to executives of relevant comparable peer group of companies taking into account Group and individual performance. The Group sought to position its fixed remuneration in line with comparably sized ASX listed companies within the same sector. Size is determined by market capitalisation at the time of comparison.

Executives receive an employer superannuation contribution made into a complying superannuation fund at the required Superannuation Guarantee rate of base salary. Executives may receive other benefits including vehicle benefits and provision of a mobile telephone. During the year no vehicle benefits were provided.

### Variable Remuneration

There was no variable remuneration for the Executives during the year.

## Policy for and Components of Non-Executive Remuneration During the Reporting Period

***Remuneration Policy***

### Non-Executive Director Fees

The overall level of annual Non-Executive Director fees was approved by shareholders in accordance with the requirements of the Group's Constitution and the Corporations Act. The maximum aggregate pool of Directors' fees payable to all of the Group's Non-Executive Directors is $500,000 per annum. This aggregate amount was approved by shareholders at a General Meeting of Shareholders 25 November 2021.

### Remuneration Structure

Non-Executive Directors receive a fixed remuneration of base fees plus statutory superannuation. The Chairman receives $60,000 per annum and the non-executive Directors receives $48,000 per annum, which includes statutory superannuation. These fees cover main board activities only. Non-Executive Directors may receive additional remuneration for other services provided to the Group. In addition to these fees, Non-Executive Directors are entitled to reimbursement of reasonable travel, accommodation and other expenses incurred in attending meetings of the Board, committee or shareholder meetings whilst engaged by Exopharm. Non-Executive Directors do not earn retirement benefits other than superannuation and are not entitled to any compensation on termination of their directorships.

The annual Board and committee fees were reviewed during the reporting period to 30 June 2023 and have resulted in an decrease in the fees as listed in the employment contracts section. A further review will be conducted in the next financial period in accordance with the annual review of salaries performed by the Board of Directors.

The current Board fee structure for Non-Executive Directors is as per the table below (inclusive of superannuation):

| Board Fees | 1 July 2022 to 31 December 2022 | 1 January 2023 to 21 June 2023[1] | From 22 June 2023[2] |
|---|---|---|---|
| Chair | $88,400 | $55,250 | $60,000 |
| Member | $40,182 | $25,000 | $48,000 |

Fees for Non-Executive Directors are not linked to the performance of the Group, however, to align directors' interests with shareholder interests, the directors may hold shares in the Group as governed by the Group's Securities Trading Policy.

[1] On 20 December 2022, it was announced all Directors had voluntarily cut their Director fees by 30%.
[2] On 22 June 2023, the Board of Directors agreed to increase Non-Executive Director and Chair fees in line with the appointment of the new Chair.

### Remuneration Governance Including Use of Remuneration Consultants

The Board is responsible for ensuring Exopharm's remuneration strategy is aligned with Group's performance and shareholder interests and is equitable for participants. The Board is responsible for reviewing and making decisions on remunerations matters.

### Employment Contracts

As of the date of this report, remuneration and other terms of employment of Directors and Other Key Management Personnel are formalised in employment contracts and service agreements. The major provisions of the agreements related to remuneration are set out below (amounts below include statutory superannuation):

| Executive Directors | Base Salary/Fee | Terms of Agreement | Notice Period |
|---|---|---|---|
| Dr Ian Dixon | **Base remuneration:** $340,124 (including super) | **Commencement date:** 1 January 2023<br>**Employment type:** Full Time<br>**Role:** Managing Director and Chief Executive Officer | 6 months in writing by either party |
| | **Base remuneration:** $359,388 (including super) | **Commencement date:** 1 June 2022<br>**Employment Type:** Full time<br>**Role:** Managing Director and Chief Executive Officer | 6 months in writing by either party |
| | Prior Agreement<br>**Base remuneration:** $443,343 (including super) | **Commencement Date:** 26 August 2021<br>**Employment Type:** Full time<br>**Role:** Managing Director and Chief Executive officer | 6 months in writing by either party |
| | Prior Agreement<br>**Base remuneration:** $350,400 per annum (including super)<br>**Bonus:**<br>**1.** At-risk annual cash bonus of $70,000 based on achievement of key performance indicators (KPIs) monitored by the Board; and<br>**2.** Eligibility to participate in the Group's performance rights plan | **Commencement Date:** 3 September 2020<br>**Employment Type:** Full time<br>**Role:** Managing Director and Chief Executive Officer | 6 months in writing by either party |

| Non-Executive Directors | Base Salary/Fee | Terms of Agreement | Notice Period |
|---|---|---|---|
| Mr Jason Watson | $55,250 per annum (including super) | **Commencement date:** 1 January 2023 | **Resigned:** 22 June 2023 |
| | Prior agreement<br>$88,000 per annum (including super) | **Commencement date:** 1 June 2022 | Upon written advice of intention or in accordance with the Constitution of the Company or the Corporations Act, 2001. |
| | Prior agreement<br>$110,000 per annum (including super) | **Commencement date:** 1 September 2021 | |
| | Prior agreement<br>$96,000 per annum (including super) | **Commencement date:** 10 August 2018 | |

| Non-Executive Directors | Base Salary/Fee | Terms of Agreement | Notice Period |
|---|---|---|---|
| Ms Elizabeth McGregor | $40,182 per annum (including super)<br>Prior agreement<br>$50,000 per annum (including super)<br>Prior agreement<br>$30,000 per annum (including super) | **Commencement date:** 1 June 2022<br>**Commencement date:** 1 September 2021<br>**Commencement date:** 5 January 2021 | **Resigned:** 20 December 2022<br>Upon written advice of intention or in accordance with the Constitution of the Company or the Corporations Act, 2001. |
| Dr Jennifer King | $25,000 per annum<br>Prior agreement<br>$40,000 per annum<br>Prior agreement<br>$50,000 per annum | **Commencement date:** 1 January 2023<br>**Commencement date:** 1 June 2022<br>**Commencement date:** 1 September 2021 | **Resigned:** 22 February 2023<br>Upon written advice of intention or in accordance with the Constitution of the Company or the Corporations Act, 2001. |
| Mr Clarke Barlow | $48,000 per annum (including super)<br>Prior agreement<br>$25,000 per annum (including super) | **Commencement date:** 22 June 2023<br>**Commencement date:** 22 February 2023 | Upon written advice of intention or in accordance with the Constitution of the Company or the Corporations Act, 2001. |
| Mr Mark Davies | $60,000 per annum | **Commencement date:** 22 June 2023 | Upon written advice of intention or in accordance with the Constitution of the Company or the Corporations Act, 2001. |

| Other KMP | Base Salary/Fee | Terms of Agreement | Notice Period |
|---|---|---|---|
| Mr David Oxley [1] | **Base Remuneration:** $404,274 per annum (including super) | **Commencement date:** 9 August 2021 | **Resigned:** 3 February 2023<br>1 month in writing by either party |
| Dr Michael West [2] | **Base Remuneration:** $289,717 per annum (including super) | **Commencement date:** 15 November 2021 | 1 month in writing by either party |

[1] Base remuneration based on full time equivalent. Mr David Oxley worked 80% FTE up until his resignation on 3 February 2023.
[2] Dr Michael West will cease employment on 31 August 2023.

### Remuneration of KMP

Details of the nature and amount of each element of the emoluments received by or payable to each of the KMP of Exopharm Limited for the financial years specified are as follows:

| | Short-term benefits | | | Post employ-ment benefits | Long term benefits | Share based payments | |
|---|---|---|---|---|---|---|---|
| 2023 | Salary & Fees $ | Bonus Payments $ | Non-monetary $ | Super annuation $ | LSL $ | Equity-settled options $ | Total $ |
| **Directors** | | | | | | | |
| Mr Jason Watson [1] | 65,000 | - | - | 6,825 | - | - | 71,825 |
| Dr Ian Dixon | 324,883 | - | 2,596 | 25,292 | 9,023 | - | 361,794 |
| Ms Elizabeth McGregor [2] | 17,080 | - | - | 1,793 | - | - | 18,873 |
| Dr Jennifer King [3] | 22,470 | - | - | - | - | - | 22,470 |
| Mr Clarke Barlow [4] | 8,562 | - | - | 900 | - | - | 9,462 |
| Mr Mark Davies [5] | 1,591 | - | - | - | - | - | 1,591 |
| | 439,586 | - | 2,596 | 34,810 | 9,023 | - | 486,015 |
| **Other KMP** | | | | | | | |
| Mr David Oxley [6] | 269,479 | - | (23,292) | 16,477 | (1,003) | 653 | 262,314 |
| Dr Michael West [7] | 266,149 | - | 3,630 | 25,292 | 2,031 | 457 | 297,559 |
| | 535,628 | - | (19,662) | 41,769 | 1,028 | 1,110 | 559,873 |
| | **975,214** | **-** | **(17,066)** | **76,579** | **10,051** | **1,110** | **1,045,888** |

[1] Short-term benefits and post-employment benefit up to date of resignation on 22 June 2023.

[2] Short-term benefits and post-employment benefit up to date of resignation on 20 December 2022.

[3] Short-term benefits up to date of resignation on 22 February 2023.

[4] Appointed on 22 February 2023.

[5] Appointed on 22 June 2023.

[6] Resigned on 3 February 2023. Salary and fees included payment of unused annual leave upon resignation. Non-monetary and long service leave included movement from prior year balance.

[7] Dr Michael West will cease employment on 31 August 2023.

| | Short-term benefits | | | Post employ-ment benefits | Long term benefits | Share based payments | |
|---|---|---|---|---|---|---|---|
| 2022 | Salary & Fees $ | Bonus Payments $ | Non-monetary $ | Super annuation $ | LSL $ | Equity-settled options $ | Total $ |
| **Directors** | | | | | | | |
| Mr Jason Watson [1] | 96,278 | - | - | 9,628 | - | 5,300 | 111,206 |
| Dr Ian Dixon [2] | 398,356 | - | - | 23,568 | 7,233 | 1,908 | 431,065 |
| Ms Elizabeth McGregor [1] | 43,500 | - | - | 3,333 | - | - | 46,833 |
| Dr Jennifer King [1] | 40,833 | - | - | - | - | - | 40,833 |
| | 578,967 | - | - | 36,529 | 7,233 | 7,208 | 629,937 |
| **Other KMP** | | | | | | | |
| Mr David Oxley | 301,942 | - | 20,109 | 22,012 | 335 | 11,690 | 356,088 |
| Dr Christopher Baldwin [3] | 211,425 | - | 409,859 | 14,867 | - | - | 636,151 |
| Dr Michael West | 175,044 | - | 5,275 | 15,981 | 161 | - | 196,461 |
| | 688,411 | - | 435,243 | 52,860 | 496 | 11,690 | 1,188,700 |
| | **1,267,378** | **-** | **435,243** | **89,389** | **7,729** | **18,898** | **1,818,637** |

[1] No Bonus component to remuneration, i.e. Nil Bonus forfeited (0%) and Nil bonus paid (0%).

[2] Terms of employment changed in line with agreement dated 14 September 2021, the new agreement does not have bonus component to remuneration.

[3] Bonus component is part of the remuneration, however nil bonus was paid during the year (0%) and Nil bonus forfeited (0%). Christopher Baldwin's employment with Exopharm ceased on 4 February 2022. Non-monetary includes benefit includes $217,225 tax expense and $192,634 FBT in accordance with the Terms & Conditions to performance rights issued to Chris Baldwin.

### Other disclosure:

The Group is a pre-revenue biotechnology Group and expects to generate negative earnings until such time as the Group can either out-license its technologies/products or take the products to registration (either on its own or with a partner) and to the point of sales. Negative earnings for pre-revenue biotechnology companies is common and we don't expect this to affect shareholder wealth.

## Key Management Personnel Equity Holdings

**Fully paid ordinary shares of Exopharm Limited (Number)**

| 30 June 2023 | Balance at beginning of year | Granted as compensation | Received on exercise of options | Net change - other | Cessation as Director/ KMP | Balance at end of year | Balance held nominally |
|---|---|---|---|---|---|---|---|
| **Directors** | | | | | | | |
| Dr Ian Dixon | 28,258,627 | - | - | - | - | 28,258,627 | 28,258,627 |
| Mr Jason Watson [2] | 380,000 | - | - | 380,000 | (760,000) | - | - |
| Ms Elizabeth McGregor [1] | 30,000 | - | - | - | (30,000) | - | - |
| Dr Jennifer King [3] | - | - | - | | - | - | - |
| Mr Clarke Barlow [5] | - | - | - | - | - | - | - |
| Mr Mark Davies [4] | - | - | - | - | - | - | - |
| | 28,668,627 | - | - | 380,000 | (790,000) | 28,258,627 | 28,258,627 |
| **Other KMP** | | | | | | | |
| Mr David Oxley [6] | - | - | - | - | - | - | - |
| Dr Michael West [7] | - | - | - | - | - | - | - |
| | - | - | - | - | - | - | - |
| | **28,668,627** | **-** | **-** | **380,000** | **(790,000)** | **28,258,627** | **28,258,627** |

[1] Ms Elizabeth McGregor resigned on 20 December 2022.
[2] Mr Jason Watson resigned on 22 June 2023.
[3] Mr Jennifer King resigned on 22 February 2023.
[4] Mr Mark Davies appointed on 22 June 2023.
[5] Mr Clarke Barlow appointed on 22 February 2023.
[6] Mr David Oxley resigned on 3 February 2023.
[7] Dr Michael West will cease employment on 31 August 2023.

## Fully paid ordinary shares of Exopharm Limited (Number)

| 30 June 2022 | Balance at beginning of year | Granted as compen-sation | Received on exercise of options | Net change - other | Balance at end of year | Balance held nominally |
|---|---|---|---|---|---|---|
| **Directors** | | | | | | |
| Mr Jason Watson | 350,000 | 30,000 | - | - | 380,000 | 380,000 |
| Dr Ian Dixon | 28,175,294 | 83,333 | - | - | 28,258,627 | 28,258,627 |
| Ms Elizabeth McGregor | - | - | - | 30,000 | 30,000 | 30,000 |
| Dr Jennifer King | - | - | - | - | - | - |
| | 28,525,294 | 113,333 | - | 30,000 | 28,668,627 | 28,668,627 |
| **Other KMP** | | | | | | |
| Mr David Oxley | - | - | - | - | - | - |
| Dr Christopher Baldwin [1] | 914,665 | - | - | (914,665) | - | - |
| Dr Michael West | - | - | - | - | - | - |
| | 914,665 | - | - | (914,665) | - | - |
| | **29,439,959** | **113,333** | **-** | **(884,665)** | **28,668,627** | **28,668,627** |

[1] Christopher Baldwin's employment with Exopharm ceased on 4 February 2022.

## Performance Rights of Exopharm Limited

| 2023 | Balance at beginning of year No. | Granted as compensation No. | Exercised / Cancelled No. | Net other change No. | Balance at end of year No. |
|---|---|---|---|---|---|
| **Directors** | | | | | |
| Mr Jason Watson | - | - | - | - | - |
| Dr Ian Dixon | - | - | - | - | - |
| Ms Elizabeth McGregor | - | - | - | - | - |
| Dr Jennifer King | - | - | - | - | - |
| Mr Clarke Barlow | - | - | - | - | - |
| Mr Mark Davies | - | - | - | - | - |
| | - | - | - | - | - |
| **Other KMP** | | | | | |
| Mr David Oxley | - | 500,000 | (500,000) | - | - |
| Dr Michael West | - | 350,000 | (350,000) | - | - |
| | - | 850,000 | (850,000) | - | - |
| | | **850,000** | **(850,00)** | **-** | **-** |

## Performance Rights of Exopharm Limited

| 2022 | Balance at beginning of year No. | Granted as compensation No. | Exercised / Cancelled No. | Net other change No. | Balance at end of year No. |
|---|---|---|---|---|---|
| **Directors** | | | | | |
| Mr Jason Watson | 60,000 | - | (60,000) | - | - |
| Dr Ian Dixon | 166,667 | - | (166,667) | - | - |
| Ms Elizabeth McGregor | - | - | - | - | - |
| Dr Jennifer King | - | - | - | - | - |
| | 226,667 | - | (226,667) | - | - |
| **Other KMP** | | | | | |
| Mr David Oxley | - | 350,000 | (350,000) | - | - |
| Dr Christopher Baldwin | - | - | - | - | - |
| | - | 350,000 | (350,000) | - | - |
| | **226,667** | **350,000** | **(576,667)** | **-** | **-** |

## Remuneration report (conclusion)

This concludes the remuneration report, which has been audited.

## Auditor's independence declaration

A copy of the auditor's independence declaration as required under section 307C of the Corporations Act 2001 is set out immediately after this directors' report.

This report is made in accordance with a resolution of directors, pursuant to section 298(2)(a) of the Corporations Act 2001.

On behalf of the directors

**Dr Ian E Dixon**
Managing Director & CEO

29 August 2023

# Auditor's Independence Declaration

30 June 2023

William Buck
ACCOUNTANTS & ADVISORS

## AUDITOR'S INDEPENDENCE DECLARATION UNDER SECTION 307C OF THE CORPORATIONS ACT 2001 TO THE DIRECTORS OF EXOPHARM LIMITED

I declare that, to the best of my knowledge and belief during the year ended 30 June 2023 there have been:

- no contraventions of the auditor independence requirements as set out in the Corporations Act 2001 in relation to the audit; and
- no contraventions of any applicable code of professional conduct in relation to the audit.

**William Buck Audit (Vic) Pty Ltd**
ABN 59 116 151 136

**R. P. Burt**
Director
Melbourne, 29 August 2023

Level 20, 181 William Street, Melbourne VIC 3000 +61 3 9824 8555 vic.info@williambuck.com
williambuck.com.au

# Consolidated statement of profit or loss and other comprehensive income

For the year ended 30 June 2023

| | Note | 2023 $ | 2022 $ |
|---|---|---|---|
| **Revenue** | | | |
| Revenue from contract with customers | 3 | 618,568 | 99,730 |
| Government grants and tax incentives | 4 | 2,774,573 | 4,106,722 |
| Interest income | | 17,946 | 3,019 |
| **Expenses** | | | |
| Research and development | 5 | (3,364,973) | (4,190,820) |
| Employee costs | | (4,772,015) | (7,027,789) |
| Corporate and administration | 6 | (2,073,138) | (2,993,648) |
| Finance costs | | (331,225) | (81,225) |
| **Loss before income tax expense** | | **(7,130,264)** | **(10,084,011)** |
| Income tax expense | 7 | - | - |
| **Loss after income tax expense for the year attributable to the owners of Exopharm Limited** | | **(7,130,264)** | **(10,084,011)** |
| **Other Comprehensive income** | | | |
| *Items that may be reclassified subsequently to profit or loss* | | | |
| Foreign currency translation | | 5,925 | 6,316 |
| Other Comprehensive income for the year, net of tax | | 5,925 | 6,316 |
| **Total Loss for the year attributable to the owners of Exopharm Limited** | | **(7,124,339)** | **(10,077,695)** |
| | | **Cents** | **Cents** |
| Basic and Diluted earnings per share | 8 | (3.62) | (6.42) |

*The above consolidated statement of profit or loss and other comprehensive income should be read in conjunction with the accompanying notes*

# Consolidated statement of financial position

As at 30 June 2023

| | Note | 2023 $ | 2022 $ |
|---|---|---|---|
| **Assets** | | | |
| **Current assets** | | | |
| Cash and cash equivalents | 9 | 1,642,719 | 4,846,540 |
| Other current assets | 11 | 2,943,292 | 4,612,478 |
| **Total current assets** | | **4,586,011** | **9,459,018** |
| | | | |
| **Non-current assets** | | | |
| Property, plant and equipment | 12 | 1,010,705 | 2,219,447 |
| Right-of-use assets | 13 | - | 1,034,335 |
| Intangibles | 14 | 284,375 | 325,000 |
| Security deposit | | - | 575,909 |
| **Total non-current assets** | | **1,295,080** | **4,154,691** |
| | | | |
| **Total assets** | | **5,881,091** | **13,613,709** |
| | | | |
| **Liabilities** | | | |
| **Current liabilities** | | | |
| Accounts payable and other current liabilities | 15 | 107,837 | 728,308 |
| Borrowings | 16 | 1,533,419 | 2,745,050 |
| Lease liabilities | 17 | - | 695,920 |
| Employee benefits | 18 | 73,208 | 292,041 |
| **Total current liabilities** | | **1,714,464** | **4,461,319** |
| | | | |
| **Non-current liabilities** | | | |
| Lease liabilities | 17 | - | 301,900 |
| Employee benefits | 18 | 39,684 | 42,732 |
| **Total non-current liabilities** | | **39,684** | **344,632** |
| | | | |
| **Total liabilities** | | **1,754,148** | **4,805,951** |
| | | | |
| **Net assets** | | **4,126,943** | **8,807,758** |
| | | | |
| **Equity** | | | |
| Issued capital | 19 | 36,725,231 | 34,313,482 |
| Reserves | 20 | 822,334 | 784,634 |
| Accumulated losses | | (33,420,622) | (26,290,358) |
| | | | |
| **Total equity** | | **4,126,943** | **8,807,758** |

*The above consolidated statement of financial position should be read in conjunction with the accompanying notes*

# Consolidated statement of changes in equity

For the year ended 30 June 2023

| | Issued capital $ | Share based payment Reserve $ | Foreign Currency Trans-lation reserve $ | Accumu-lated losses $ | Total equity $ |
|---|---|---|---|---|---|
| **Balance at 1 July 2021** | 34,295,791 | 777,112 | - | (16,206,347) | 18,866,556 |
| Loss after income tax expense for the year | - | - | - | (10,084,011) | (10,084,011) |
| Other Comprehensive income for the year, net of tax | - | - | 6,316 | - | 6,316 |
| **Total Loss for the year** | **-** | **-** | **6,316** | **(10,084,011)** | **(10,077,695)** |
| *Transactions with owners in their capacity as owners:* | | | | | |
| Recognition of share-based payments | - | 18,897 | - | - | 18,897 |
| Vesting of options or rights that have been converted to ordinary shares | 17,691 | (17,691) | - | - | - |
| **Balance at 30 June 2022** | **34,313,482** | **778,318** | **6,316** | **(26,290,358)** | **8,807,758** |

| | Issued capital $ | Share based payment Reserve $ | Foreign Currency Trans-lation reserve $ | Accumu-lated losses $ | Total equity $ |
|---|---|---|---|---|---|
| **Balance at 1 July 2022** | 34,313,482 | 778,318 | 6,316 | (26,290,358) | 8,807,758 |
| Loss after income tax expense for the year | - | - | - | (7,130,264) | (7,130,264) |
| Other Comprehensive income for the year, net of tax | - | - | 5,925 | - | 5,925 |
| **Total Loss for the year** | **-** | **-** | **5,925** | **(7,130,264)** | **(7,124,339)** |
| *Transactions with owners in their capacity as owners:* | | | | | |
| Shares issued during the period | 1,572,115 | - | - | - | 1,572,115 |
| Shares issued on redemption of Convertible Notes | 970,582 | - | - | - | 970,582 |
| Share issue costs | (130,948) | 31,775 | - | - | (99,173) |
| **Balance at 30 June 2023** | **36,725,231** | **810,093** | **12,241** | **(33,420,622)** | **4,126,943** |

*The above consolidated statement of changes in equity should be read in conjunction with the accompanying notes*

# Consolidated statement of cash flows

For the year ended 30 June 2023

| | Note | 2023 $ | 2022 $ |
|---|---|---|---|
| **Cash flows from operating activities** | | | |
| Receipts from customers (inclusive of GST) | | 618,568 | 99,130 |
| Payments to suppliers and employees (inclusive of GST) | | (8,607,683) | (12,593,469) |
| Research and development refund received | | 4,063,409 | 3,919,550 |
| Interest received | | 6,990 | 3,921 |
| Government grants and other income | | 62,900 | 43,313 |
| **Net cash used in operating activities** | **10** | **(3,845,816)** | **(8,527,555)** |
| **Cash flows from investing activities** | | | |
| Payments for property, plant and equipment | 12 | (284,804) | (1,125,198) |
| Payments for security deposits | | - | (109,948) |
| Proceeds from disposal of property, plant and equipment | | 8,160 | - |
| **Net cash used in investing activities** | | **(276,644)** | **(1,235,146)** |
| **Cash flows from financing activities** | | | |
| Proceeds from issue of shares | 19 | 1,572,115 | - |
| Proceeds from issuance of convertible notes | 19 | 1,000,000 | - |
| Transaction costs related to issue of equity or convertible debt securities | 19 | (164,720) | - |
| Proceeds from drawdown of interest-bearing loans and borrowings | 16 | 1,874,348 | 2,729,309 |
| Transaction costs related to borrowings | | (2,307) | - |
| Interest and other finance costs paid | | (191,648) | (65,480) |
| Repayment of interest-bearing loans and borrowings | | (3,211,911) | - |
| Repayment of lease liabilities | | (532,425) | (779,854) |
| Return of security deposits | | 575,109 | - |
| **Net cash from financing activities** | | **918,561** | **1,883,975** |
| Net decrease in cash and cash equivalent | | (3,203,899) | (7,878,726) |
| Cash and cash equivalents at the beginning of the financial year | | 4,846,540 | 12,723,581 |
| Effects of exchange rate changes on cash and cash equivalents | | 78 | 1,685 |
| **Cash and cash equivalents at the end of the financial year** | **9** | **1,642,719** | **4,846,540** |

*The above consolidated statement of cash flows should be read in conjunction with the accompanying notes*

## Note 1. Significant accounting policies

### (a) Basis of preparation

These general purpose financial statements have been prepared in accordance with Australian Accounting Standards and Interpretations issued by the Australian Accounting Standards Board ('AASB') and the Corporations Act 2001, as appropriate for for-profit oriented entities. These financial statements also comply with International Financial Reporting Standards as issued by the International Accounting Standards Board ('IASB').

The financial statements comprise the financial statements of the Group. For the purposes of preparing the financial statements, the Group is a for-profit entity.

The accounting policies detailed below have been consistently applied to all of the years presented unless otherwise stated. The financial statements are for Exopharm Limited ('Exopharm' or the 'Company') and its wholly-owned Switzerland-based subsidiary, ExoSuisse GmbH (together referred to as the 'Consolidated Entity' or the 'Group').

The financial report has also been prepared on a historical cost basis. Historical cost is based on the fair values of the consideration given in exchange for goods and services.

The financial report is presented in Australian dollars.

The Company is a listed public company, incorporated in and operating in Australia with a subsidiary in Switzerland. The principal activity of the Group during the year was investment in biopharmaceutical drug development.

### Going concern

These financial statements have been prepared on the going concern basis, which contemplates the continuity of normal business activities and the realisation of assets and settlement of liabilities in the normal course of business.

As disclosed in the financial statements, the Company incurred losses of $7,130,264 (2022: $10,084,011) and the Company had net cash outflows from operating activities of $3,845,816 (2022 : $8,527,555). As at balance date, the Company had net assets of $4,126,943 (2022: $8,807,758) including cash and cash equivalents of $1,642,719 (2022: $4,846,540).

During the year ended 30 June 2023, the Company raised $1,572,115 via a pro-rata rights issue and $1,000,000 via the issuance of convertible notes excluding capital raising costs. That said the ability of the company to continue as a going concern is principally dependent upon the ability of the company to execute its strategic objectives following a restructuring of the group including its ability to execute new collaboration arrangements, financial transactions and uncertainties in the cash flows required in doing so. These conditions indicate a material uncertainty that may cast significant doubt about the ability of the company to continue as a going concern.

The directors have prepared a cash flow forecast, which indicates that the company will have sufficient cash flows to meet all commitments and working capital requirements for the 12-month period from the date of signing this financial report.

Based on the cash flow forecasts and other factors referred to above, the directors are satisfied that the going concern basis of preparation is appropriate. Should the company be unable to achieve the matters as described above, it may be required to realise its assets and extinguish its liabilities other than in the normal course of business and at amounts different to those stated in the financial statements. The financial statements do not include any adjustments relating to the recoverability and classification of asset carrying amounts or to the amount and classification of liabilities that might result should the company be unable to continue as a going concern and meet its debt when they fall due.

## Note 1. Significant accounting policies (continued)

### (b) Adoption of new and revised standards

The company has adopted all of the new or amended Accounting Standards and Interpretations issued by the Australian Accounting Standards Board ('AASB') that are mandatory for the current and prior reporting periods. New and amended standards that became effective as of 1 July 2022 did not have a material impact on the financial statements of the Group as they are either not relevant to the Group's activities or require accounting which is consistent with the Group's accounting policies.

New or amended Accounting Standards or Interpretations that are material to the Company but not yet mandatory have not been early adopted.

### (c) Statement of compliance

The financial report was authorised for issue on 28 August 2023. The financial report complies with Australian Accounting Standards, (AAS). Compliance with AAS ensures that the financial report, comprising the financial statements and notes thereto, complies with International Financial Reporting Standards (IFRS).

### (d) Critical accounting judgements and key sources of estimation uncertainty

The application of accounting policies requires the use of judgements, estimates and assumptions about carrying values of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other factors that are considered to be relevant. Actual results may differ from these estimates.

### Share based payments

The consolidated entity measures the cost of equity-settled transactions with employees by reference to the fair value of the equity instruments at the date at which they are granted. The fair value is determined by using the Black-Scholes model taking into account the terms and conditions upon which the instruments were granted. The accounting estimates and assumptions relating to equity-settled share-based payments would have no impact on the carrying amounts of assets and liabilities within the next annual reporting period but may impact profit or loss and equity.

### Useful lives of depreciable assets

Management reviews its estimate of the useful lives of depreciable assets at each reporting date, based on the expected utility of the assets.

### Impairment of plant and equipment and intangible assets

In assessing impairment, management estimates the recoverable amount of each asset or cash-generating unit based on expected future cash flows and uses an interest rate to discount them. Estimation uncertainty relates to assumptions about future operating results and the determination of a suitable discount rate.

The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions are recognised in the period in which the estimate is revised if it affects only that period or in the period of the revision and future periods if the revision affects both current and future periods.

### Revenue recognition for R&D income

With the successful track record of the consolidated entity in obtaining the Research and Development rebate from the ATO, an estimated rebate of $2,713,673 has been accrued as income for the year ended 30 June 2023 (30 June 2022: $4,063,409). The company is entitled to claim grant credits from the Australian Government in recompense for its research and development program expenditure. The program is overseen by AusIndustry, which is entitled to audit and/or review claims lodged for the past 4 years. In the event of a negative finding from such an audit or review AusIndustry has the right to rescind and clawback those prior claims, potentially with penalties. Such a finding may occur in the event that those expenditures do not appropriately qualify for the grant program. In their estimation, considering also the independent external expertise they have contracted to draft and claim such expenditures, the directors of the company consider that such a negative review has a remote likelihood of occurring.

## Note 1. Significant accounting policies (continued)

### (e) Segment reporting

Operating segments are reported in a manner consistent with the internal reporting provided to the chief operating decision maker. The chief operating decision maker, who is responsible for allocating resources and assessing performance of the operating segments, has been identified as the Board of Directors of Exopharm.

### (f) Foreign currency translation

Both the functional and presentation currency of Exopharm is Australian dollars.

Transactions in foreign currencies are initially recorded in the functional currency by applying the exchange rates ruling at the date of the transaction. Monetary assets and liabilities denominated in foreign currencies are retranslated at the rate of exchange ruling at the balance date. All exchange differences in the financial report are taken to profit or loss with the exception of differences on foreign currency borrowings that provide a hedge against a net investment in a foreign entity. These are taken directly to equity until the disposal of the net investment, at which time they are recognised in profit or loss.

Tax charges and credits attributable to exchange differences on those borrowings are also recognised in equity.

Non-monetary items that are measured in terms of historical cost in a foreign currency are translated using the exchange rate as at the date of the initial transaction.

Non-monetary items measured at fair value in a foreign currency are translated using the exchange rates at the date when the fair value was determined. Translation differences on assets and liabilities carried at fair value are reported as part of the fair value gain or loss.

### (g) Revenue recognition

The Group recognise revenue and other income as follows:

#### Revenue from contract with customers

Revenue is recognised at an amount that reflects the consideration to which the Group is expected to be entitled in exchange for transferring goods or services to a customer. For each contract with a customer, the Group: identifies the contract with a customer; identifies the performance obligations in the contract; determines the transaction price which takes into account estimates of variable consideration and the time value of money; allocates the transaction price to the separate performance obligations on the basis of the relative stand-alone selling price of each distinct good or service to be delivered; and recognises revenue when or as each performance obligation is satisfied in a manner that depicts the transfer to the customer of the goods or services promised.

#### Rendering of services

Revenue from a contract to provide services is recognised over time as the services are rendered based on either a fixed price or an hourly rate.

#### Sale of goods

Revenue from the sale of goods is recognised at the point in time when the customer obtains control of the goods, which is generally at the time of delivery.

#### Interest income

Interest income is recognised as interest accrues using the effective interest method. This is a method of calculating the amortised cost of a financial asset and allocating the interest income over the relevant period using the effective interest rate, which is the rate that exactly discounts estimated future cash receipts through the expected life of the financial asset to the net carrying amount of the financial asset.

#### Research and development tax incentive

Income from a research and development refund as a financial asset is recognised when it is probable that the grant will be received, which is determined in reference to when a refund has been verified by a suitably qualified third party and lodged with the Australian Taxation Office. No estimates of any potential research and development refunds or grants are recognised until such time as they are probable.

## Note 1. Significant accounting policies (continued)

### (h) Income tax

The income tax expense or benefit for the period is the tax payable on the current period's taxable income based on the applicable income tax rate for each jurisdiction adjusted by changes in deferred tax assets and liabilities attributable to temporary difference and to unused tax losses.

The current income tax charge is calculated on the basis of the tax laws enacted or substantively enacted at the end of the reporting period. Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions where appropriate on the basis of amounts expected to be paid to the tax authorities.

Current tax assets and liabilities for the current and prior periods are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted by the balance date.

Deferred tax assets and deferred tax liabilities are provided on all temporary differences at the balance date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes.

Deferred tax liabilities are recognised for all taxable temporary differences except:

- when the deferred tax liability arises from the initial recognition of goodwill or of an asset or liability in a transaction that is not a business combination and that, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; or
- when the taxable temporary difference is associated with investments in subsidiaries, associates or interests in joint ventures, and the timing of the reversal of the temporary difference can be controlled and it is probable that the temporary difference will not reverse in the foreseeable future.

Deferred tax assets are recognised for all deductible temporary differences, carry-forward of unused tax assets and unused tax losses, to the extent that it is probable that taxable profit will be available against which the deductible temporary differences and the carry-forward of unused tax credits and unused tax losses can be utilised, except:

- when the deferred tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; or
- when the deductible temporary difference is associated with investments in subsidiaries, associates or interests in joint ventures, in which case a deferred tax asset is only recognised to the extent that it is probable that the temporary difference will reverse in the foreseeable future and taxable profit will be available against which the temporary difference can be utilised.

The carrying amount of deferred tax assets is reviewed at each balance date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred tax asset to be utilised.

Unrecognised deferred tax assets are reassessed at each balance date and are recognised to the extent that it has become probable that future taxable profit will allow the deferred tax asset to be recovered.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the balance date.

Income taxes relating to items recognised directly in equity are recognised in equity and not in profit or loss.

Deferred tax assets and deferred tax liabilities are offset only if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred tax assets and liabilities relate to the same taxable entity and the same taxation authority.

## Note 1. Significant accounting policies (continued)

### (i) Other taxes

Revenues, expenses and assets are recognised net of the amount of GST except:

- when the GST incurred on a purchase of goods and services is not recoverable from the taxation authority, in which case the GST is recognised as part of the cost of acquisition of the asset or as part of the expense item as applicable; and
- receivables and payables, which are stated with the amount of GST included.

The net amount of GST recoverable from, or payable to, the taxation authority is included as part of receivables or payables in the statement of financial position.

Cash flows are included in the statement of cash flows on a gross basis and the GST component of cash flows arising from investing and financing activities, which is recoverable from, or payable to, the taxation authority are classified as operating cash flows.

Commitments and contingencies are disclosed net of the amount of GST recoverable from, or payable to, the taxation authority.

### (j) Impairment of tangible and intangible assets other than goodwill

The Group assesses at each balance date whether there is an indication that an asset may be impaired. If any such indication exists, or when annual impairment testing for an asset is required, the Group makes an estimate of the asset's recoverable amount. An asset's recoverable amount is the higher of its fair value less costs to sell and its value in use and is determined for an individual asset, unless the asset does not generate cash inflows that are largely independent of those from other assets or groups of assets and the asset's value in use cannot be estimated to be close to its fair value. In such cases the asset is tested for impairment as part of the cash-generating unit to which it belongs. When the carrying amount of an asset or cash-generating unit exceeds its recoverable amount, the asset or cash-generating unit is considered impaired and is written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. Impairment losses relating to continuing operations are recognised in those expense categories consistent with the function of the impaired asset unless the asset is carried at revalued amount (in which case the impairment loss is treated as a revaluation decrease).

An assessment is also made at each balance date as to whether there is any indication that previously recognised impairment losses may no longer exist or may have decreased. If such indication exists, the recoverable amount is estimated. A previously recognised impairment loss is reversed only if there has been a change in the estimates used to determine the asset's recoverable amount since the last impairment loss was recognised. If that is the case the carrying amount of the asset is increased to its recoverable amount. That increased amount cannot exceed the carrying amount that would have been determined, net of depreciation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in profit or loss unless the asset is carried at revalued amount, in which case the reversal is treated as a revaluation increase. After such a reversal the depreciation charge is adjusted in future periods to allocate the asset's revised carrying amount, less any residual value, on a systematic basis over its remaining useful life.

### (k) Cash and cash equivalents

Cash comprises cash at bank and on hand. Cash equivalents are short term, highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

## Note 1. Significant accounting policies (continued)

### (l) Trade and other receivables

Trade receivables are recognised initially at fair value and subsequently measured at amortised cost using the effective interest method, less provisions for impairment, doubtful debts and rebates. Trade receivables are generally due for settlement within 30 – 90 days.

In relation to the financial assets carried at amortised cost, AASB 9 requires an expected credit loss model to be applied. The expected credit loss model requires the Company to account for expected credit losses and changes in those expected credit losses at each reporting date to reflect changes in credit risk since initial recognition of the financial asset. AASB 9 requires the Company to measure the loss allowance at an amount equal to lifetime expected credit loss ('ECL') if the credit risk on the instrument has increased significantly since initial recognition. If the credit risk on the financial instrument has not increased significantly since initial recognition the Company is required to measure the loss allowance for that financial instrument at an amount equal to the ECL within the next 12 months.

The amount of the impairment loss is recognised in the Statement of Profit or Loss and Other Comprehensive Income within other expenses.

When a trade receivable, for which an impairment allowance had been recognised, becomes uncollectible in a subsequent period, it is written off against the allowance account. Subsequent recoveries of amounts previously written off are credited against other expenses in the Statement of Profit or Loss and Other Comprehensive Income.

### (m) Plant and equipment

Plant and equipment is stated at cost less accumulated depreciation and any accumulated impairment losses. Such cost includes the cost of replacing parts that are eligible for capitalisation when the cost of replacing the parts is incurred. Similarly, when each major inspection is performed, its cost is recognised in the carrying amount of the plant and equipment as a replacement only if it is eligible for capitalisation.

#### Depreciation

Depreciation is calculated on diminishing value basis using the following useful lives:

| | |
|---|---|
| Plant equipment | 1 to 10 years |
| Office equipment | 3 years |
| Computer equipment | 3 years |

The assets' residual values, useful lives and amortisation methods are reviewed, and adjusted if appropriate, at each financial year end.

#### Impairment

The carrying values of plant and equipment are reviewed for impairment at each reporting date, with recoverable amount being estimated when events or changes in circumstances indicate that the carrying value may be impaired. The recoverable amount of plant and equipment is the higher of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. For an asset that does not generate largely independent cash inflows, recoverable amount is determined for the cash-generating unit to which the asset belongs, unless the asset's value in use can be estimated to approximate fair value. An impairment exists when the carrying value of an asset or cash-generating unit exceeds its estimated recoverable amount. The asset or cash-generating unit is then written down to its recoverable amount. For plant and equipment, impairment losses are recognised in the statement of comprehensive income in the cost of sales line item.

#### Derecognition and disposal

An item of plant and equipment is derecognised upon disposal or when no further future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in profit or loss in the year the asset is derecognised.

## Note 1. Significant accounting policies (continued)

### (n) Intangible assets

Intangible assets acquired separately are recorded at cost and less accumulated amortisation once the IP asset is ready for use and/or impairment as required. Amortisation is charged on a straight-line basis over their estimated useful lives, amortisation starts following the grant of a patent and assets are held at cost until such time as the patent has been granted or impaired.

The estimated useful life and amortisation method is reviewed at the end of each annual reporting period, with any changes in these accounting estimates being accounted for on a prospective basis. The asset commenced amortising 1 July 2022 and is tested for impairment annually.

The following useful lives are used in the calculation of amortisation:

| | |
|---|---|
| IP asset | 8 years in line with grant of patent |

### (o) Trade and other payables

Trade payables and other payables are carried at amortised costs and represent liabilities for goods and services provided to the Group prior to the end of the financial year that are unpaid and arise when the Group becomes obliged to make future payments in respect of the purchase of these goods and services. Trade and other payables are presented as current liabilities unless payment is not due within 12 months.

### (p) Provisions

Provisions are recognised when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation.

When the Group expects some, or all, of a provision to be reimbursed, for example under an insurance contract, the reimbursement is recognised as a separate assets but only when the reimbursement is virtually certain. The expense relating to any provision is presented in the statement of comprehensive income net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects the risks specific to the liability.

When discounting is used, the increase in the provision due to the passage of time is recognised as a borrowing cost.

### (q) Issued capital

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of new shares or options are shown in equity as a deduction, net of tax, from the proceeds.

### (r) Loss per share

Basic loss per share is calculated as net loss attributable to members of the Group, adjusted to exclude any costs of servicing equity (other than dividends) and preference share dividends, divided by the weighted average number of ordinary shares, adjusted for any bonus element.

Diluted loss per share is calculated as net loss attributable to members of the Group, adjusted for:

- costs of servicing equity (other than dividends) and preference share dividends;
- the after-tax effect of dividends and interest associated with dilutive potential ordinary shares that have been recognised as expenses; and
- other non-discretionary changes in revenues or expenses during the period that would result from the dilution of potential ordinary shares; divided by the weighted average number of ordinary shares and dilutive potential ordinary shares, adjusted for any bonus element.

## Note 1. Significant accounting policies (continued)

### (s) Principles of consolidation

The consolidated financial statements incorporate the assets and liabilities of the one subsidiary of Exopharm Limited ('Company' or 'Parent Entity') as at 30 June 2023 and the results of the one subsidiary for the year then ended. Exopharm Limited and its subsidiary together are referred to in these financial statements as the 'Group' or the 'Consolidated Entity'.

Subsidiaries are all those entities over which the Group has control. The Group controls an entity when the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are de-consolidated from the date that control ceases.

Intercompany transactions, balances and unrealised gains on transactions between entities in the Group are eliminated. Unrealised losses are also eliminated unless the transaction provides evidence of the impairment of the asset transferred. Accounting policies of subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Group.

Where the Group loses control over a subsidiary, it derecognises the assets including goodwill, liabilities and non-controlling interest in the subsidiary together with any cumulative translation differences recognised in equity. The Group recognises the fair value of the consideration received and the fair value of any investment retained together with any gain or loss in profit or loss.

### (t) Interest-bearing loans and borrowings

Loans and borrowings are initially recognised at the fair value of the consideration received, net of transaction costs. They are subsequently measured at amortised cost using the effective interest method.

### (u) Convertible Notes

On the issue of the convertible notes the fair value of the liability component is determined using a market rate for an equivalent non-convertible bond and this amount is carried as a current liability on the amortised cost basis until extinguished on conversion or redemption. The increase in the liability due to the passage of time is recognised as a finance cost. The remainder of the proceeds are allocated to the conversion option that is recognised and included in shareholders equity as a convertible note reserve, net of transaction costs. The carrying amount of the conversion option is not remeasured in the subsequent years. The corresponding interest on convertible notes is expensed to profit or loss.

The component of the convertible notes that exhibits characteristics of a liability is recognised as a liability in the statement of financial position, net of transaction costs.

### (v) Finance costs

Finance costs attributable to qualifying assets are capitalised as part of the asset. All other finance costs are expensed in the period in which they are incurred.

### (w) Employee benefits

#### Short-term employee benefits

Liabilities for wages and salaries, including non-monetary benefits, annual leave and long service leave expected to be settled wholly within 12 months of the reporting date are measured at the amounts expected to be paid when the liabilities are settled.

#### Other long-term employee benefits

The liability for annual leave and long service leave not expected to be settled within 12 months of the reporting date are measured at the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the projected unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on high quality corporate bonds with terms to maturity and currency that match, as closely as possible, the estimated future cash outflows.

## Note 1. Significant accounting policies (continued)

### (x) Government grants

Government grants are not recognised until there is reasonable assurance that the Group will comply with the conditions attaching to them and that the grants will be received.

Government grants that are receivable as compensation for expenses or losses already incurred or for the purpose of giving immediate financial support to the Group with no future related costs are recognised in profit or loss in the period in which they become receivable.

### (y) Leases

### The Group as lessee

At inception of a contract the Group assesses if the contract contains or is a lease. If there is a lease present, a right-of-use asset and a corresponding liability are recognised by the Group where the Group is a lessee. However, all contracts that are classified as short-term leases (i.e. leases with a remaining lease term of 12 months or less) and leases of low-value assets are recognised as an operating expense on a straight-line basis over the term of the lease.

Initially, the lease liability is measured at the present value of the lease payments still to be paid at the commencement date. The lease payments are discounted at the interest rate implicit in the lease. If this rate cannot be readily determined, the Group uses incremental borrowing rate.

Lease payments included in the measurement of the lease liability are as follows;

- Fixed lease payments less any lease incentives;
- Variable lease payments that depend on index or rate, initially measured using the index or rate at the commencement date;
- The amount expected to be payable by the lessee under residual value guarantees;
- The exercise price of purchase options if the lessee is reasonably certain to exercise the options;
- Lease payments under extension options, if the lessee is reasonably certain to exercise the options; and
- Payments of penalties for terminating the lease, if the lease term reflects the exercise of options to terminate the lease.

The right-of-use asses comprise the initial measurement of the corresponding lease liability less any lease payments made at or before the commencement date and any initial direct costs. The subsequent measurement of the right-of-use assets is at cost less accumulated depreciation and impairment losses.

Right-of-use assets are depreciated over the lease term or useful life of the underlying asset, whichever is the shorter.

Where a lease transfers ownership of the underlying asset or the costs of the right-of-use asset reflects that the Group anticipates to exercise a purchase option, the specific asset is depreciated over the useful life of the underlying asset.

### (z) Foreign operations

The assets and liabilities of foreign operations are translated into Australian dollars using the exchange rates at the reporting date. The revenues and expenses of foreign operations are translated into Australian dollars using the average exchange rates, which approximate the rates at the dates of the transactions, for the period. All resulting foreign exchange differences are recognised in other comprehensive income through the foreign currency reserve in equity.

The foreign currency reserve is recognised in profit or loss when the foreign operation or net investment is disposed of.

## Note 2. Segment Reporting

The Group only operated in one segment, being investment in research and development of biopharmaceutical drugs.

## Note 3. Revenue from contract with customers

| | 2023 $ | 2022 $ |
|---|---|---|
| Revenue from contract with customers | 618,568 | 99,730 |

Disaggregation of revenue from contract with customers is as follows:

| | 2023 $ | 2022 $ |
|---|---|---|
| **Geographic location** | | |
| Australia | 618,568 | 99,730 |

| | 2023 $ | 2022 $ |
|---|---|---|
| **Timing of revenue recognition** | | |
| Services transferred over time | 618,568 | 92,730 |
| Goods transferred at a point in time | - | 7,000 |
| | **618,568** | **99,730** |

## Note 4. Government grants and tax incentives

| | 2023 $ | 2022 $ |
|---|---|---|
| Government grants | 24,300 | - |
| R&D tax incentive | 2,713,673 | 4,063,409 |
| Export Market Development Grant | 36,600 | 43,313 |
| | **2,774,573** | **4,106,722** |

The Research and Development Tax Incentive programme provides tax offsets for expenditure on eligible R&D activities. Under the programme, Exopharm, having an expected aggregated annual turnover of under $20 million, is entitled to a refundable R&D credit of 43.5% (2022: 43.5%) on the eligible R&D expenditure incurred on eligible R&D activities. One of the conditions the company must meet is ensuring more than 50% of total R&D activity costs will be incurred in Australia.

The refundable R&D tax offset is accounted for under AASB 120 *Accounting for Government Grants and Disclosure of Government Assistance.*

## Note 5. Research and development

| | 2023 $ | 2022 $ |
|---|---|---|
| Research and development expenses | 1,428,918 | 2,257,146 |
| Depreciation of plant and equipment | 1,058,127 | 978,313 |
| Depreciation of right-of-use assets | 574,631 | 677,277 |
| Intellectual property expenses | 303,297 | 278,084 |
| | **3,364,973** | **4,190,820** |

## Note 6. Corporate and Administration expenses

| | 2023 $ | 2022 $ |
|---|---|---|
| Corporate expenses | 868,102 | 1,261,400 |
| Professional and consulting fees | 276,738 | 269,449 |
| Insurance | 218,871 | 210,526 |
| Business development and marketing | 93,796 | 290,071 |
| Subscriptions | 290,755 | 288,829 |
| Travel expenses | 9,071 | 108,519 |
| Conference and sponsorship | 17,729 | 80,882 |
| Depreciation of plant and equipment | 68,678 | 72,838 |
| Other administrative expenses | 229,398 | 411,134 |
| | **2,073,138** | **2,993,648** |

## Note 7. Income tax expense

| | 2023 $ | 2022 $ |
|---|---|---|
| **(a) Income tax benefit** | | - |
| **(b) Numerical reconciliation of income tax benefit and tax at the statutory rate** | | |
| Loss before income tax expense | (7,134,980) | (10,235,951) |
| Tax at the statutory tax rate of 25% (2022: 25%) | (1,783,745) | (2,558,988) |
| Tax effect amounts which are not deductible/(taxable) in calculating taxable income | | |
| Current period (loss) for which no deferred tax asset was recognised | 1,783,745 | 2,558,988 |
| | - | - |

| | 2023 $ | 2022 $ |
|---|---|---|
| **Tax losses not recognised** | | |
| Losses available for offset against future taxable income | 14,282,418 | 10,893,610 |
| Potential tax benefit @ 25% | 3,570,605 | 2,723,403 |

The benefit of deferred tax assets not brought to account will only be brought to account if:
- future assessable income is derived of a nature and of an amount sufficient to enable the benefit to be realised;
- the conditions for deductibility imposed by tax legislation continue to be complied with; and
- no changes in tax legislation adversely affect the Group in realising the benefit.

## Note 8. Loss per share

Losses used in the calculation of basic and diluted loss per share is as follows:

| | 2023 $ | 2022 $ |
|---|---|---|
| Loss after income tax attributable to the owners of Exopharm Limited | (7,130,264) | (10,084,011) |
| ***Weighted average number of ordinary shares*** | | |
| | **Number** | **Number** |
| The weighted average number of ordinary shares used in the calculation of basic and diluted loss per share is as follows: | 196,893,706 | 157,192,229 |
| | **Cents** | **Cents** |
| Basic and Diluted earnings per share | (3.62) | (6.42) |

## Note 9. Cash and cash equivalents

| | 2023 $ | 2022 $ |
|---|---|---|
| **Current assets** | | |
| Cash at bank | 1,642,719 | 4,846,540 |

## Note 10. Reconciliation of loss after income tax to net cash used in operating activities

**Reconciliation to the Statement of Cash Flows:**

For the purposes of the statement of cash flows, cash and cash equivalents comprise cash at bank. Cash and cash equivalents as shown in the statement of cash flows is reconciled to the related items in the statement of financial position as follows:

| | 2023 $ | 2022 $ |
|---|---|---|
| Loss after income tax expense for the year | (7,130,264) | (10,084,011) |
| **Adjustments for:** | | |
| Depreciation and amortisation | 1,742,061 | 1,728,428 |
| Other non-cash expenses | 293,567 | - |
| Research and development refund claim | (2,713,673) | (4,063,409) |
| R&D - advance loan | 5,086,259 | (2,729,309) |
| Share based payments | - | 18,898 |
| Effects of exchange rate changes on cash and cash equivalents | 18,644 | 1,684 |
| Finance cost paid | 27,533 | - |
| Repayment of lease liabilities | 532,425 | - |
| **Change in operating assets and liabilities:** | | |
| Decrease in other current assets | 1,044,487 | 3,926,800 |
| Increase/(decrease) in accounts payable and other current liabilities | (2,746,855) | 2,673,364 |
| **Net cash used in operating activities** | **(3,845,816)** | **(8,527,555)** |

## Note 11. Other current assets

| | 2023 $ | 2022 $ |
|---|---|---|
| **Current assets** | | |
| R&D tax incentive receivable | 2,713,673 | 4,063,409 |
| GST receivable | 66,055 | 127,891 |
| Prepayments | 159,948 | 311,985 |
| Security deposits | 2,482 | 2,482 |
| Other current assets | 1,134 | 106,711 |
| | **2,943,292** | **4,612,478** |

R&D Tax Incentive receivable is based on criteria of eligible expenditure set out by AusIndustry. This amount has been pledged as security for a credit facility obtained during the year (refer to note 16).

## Note 12. Property, plant and equipment

| | 2023 $ | 2022 $ |
|---|---|---|
| **Non-current assets** | | |
| Plant and equipment - at cost | 3,457,927 | 3,815,960 |
| Less: Accumulated depreciation | (2,496,433) | (1,737,340) |
| | 961,494 | 2,078,620 |
| Computer equipment - at cost | 144,932 | 247,725 |
| Less: Accumulated depreciation | (102,474) | (121,547) |
| | 42,458 | 126,178 |
| Office equipment - at cost | 34,636 | 36,998 |
| Less: Accumulated depreciation | (27,883) | (22,349) |
| | 6,753 | 14,649 |
| | **1,010,705** | **2,219,447** |

## Note 12. Property, plant and equipment (continued)

### Reconciliations

Reconciliations of the written down values at the beginning and end of the current and previous financial year are set out below:

| | Plant Equipment $ | Computer Equipment $ | Office Equipment $ | Total $ |
|---|---|---|---|---|
| Balance at 1 July 2021 | 2,007,477 | 99,015 | 16,973 | 2,123,465 |
| Additions | 1,049,508 | 90,130 | 7,495 | 1,147,133 |
| Depreciation expense | (978,365) | (62,968) | (9,818) | (1,051,151) |
| Balance at 30 June 2022 | 2,078,620 | 126,177 | 14,650 | 2,219,447 |
| Additions | 142,233 | 16,857 | - | 159,090 |
| Disposals | (206,308) | (34,495) | (224) | (241,027) |
| Depreciation expense | (1,053,051) | (66,082) | (7,672) | (1,126,805) |
| **Balance at 30 June 2023** | **961,494** | **42,457** | **6,754** | **1,010,705** |

During the year ended 30 June 2023, a total of $241,027 fixed assets were written off, resulting in a loss of $233,608.

## Note 13. Right-of-use assets

Set out below are the carrying amounts of right-of-use assets recognised and the movements during the period:

| | 2023 $ | 2022 $ |
|---|---|---|
| **Non-current assets** | | |
| Land and buildings - right-of-use | - | 1,982,708 |
| Less: Accumulated depreciation | - | (948,373) |
| | **-** | **1,034,335** |

| | 2023 $ | 2022 $ |
|---|---|---|
| **Reconciliation** | | |
| Carrying value at beginning of year | 1,034,335 | 1,355,483 |
| Additions / lease inception | - | 356,128 |
| Termination of the lease | (459,704) | - |
| Depreciation | (574,631) | (677,276) |
| Carrying value at end of year | **-** | **1,034,335** |

Right-of-use assets relates to laboratory and corporate offices facilities leased by the Company which were exited by the Company during the period. This lease is disclosed in the accounts as a lease liability. The facility was used by the Company's research and development team and has extensive laboratory facilities that are used to run experiments, maintain cultures and execute the development program. The lease was terminated on 21 April 2023. The security deposit amounting to $575,909 that was held by Macquarie Bank as security for the facilities was refunded to the Company during the period 30 June 2023.

## Note 14. Intangibles

| | 2023 $ | 2022 $ |
|---|---|---|
| **Non-current assets** | | |
| Intellectual property - at cost | 325,000 | 325,000 |
| Less: Accumulated amortisation | (40,625) | - |
| | **284,375** | **325,000** |

The Company has fully paid the $325,000 cost of the IP asset as at 30 June 2023.

During the period ended 30 June 2023, LEAP technology generated income. Accordingly, the IP asset was assessed to be available for use and was amortised over the useful life of 8 years from 1 July 2022. The amortisation expense recognised in the period was $40,625.

## Note 15. Accounts payable and other current liabilities

| | 2023 $ | 2022 $ |
|---|---|---|
| **Current liabilities** | | |
| Trade payables | 38,870 | 214,460 |
| Accruals | 68,967 | 90,691 |
| PAYG payable | - | 423,157 |
| | **107,837** | **728,308** |

## Note 16. Borrowings

| | 2023 $ | 2022 $ |
|---|---|---|
| **Current liabilities** | | |
| R&D Advance | 1,391,746 | 2,729,304 |
| Accrued interest | 102,439 | 15,746 |
| Other borrowings | 39,234 | - |
| | **1,533,419** | **2,745,050** |

The credit facility represents an amount payable to Radium Capital and is secured by the Research and Development Tax Incentive receivable for the financial year ended 30 June 2023 (refer to note 11). The R&D advance was received in two Tranches, with the first tranche (Tranche 1) of $961,000 received in November 2022 and the second tranche (Tranche 2) of $430,746 received in March 2023. The settlements of loan obligations are made following receipt of R&D reimbursement.

The interest rate for the loan facility is 14.0% per annum for Tranche 1 and 15.0% per annum for Tranche 2. The borrowing is carried at amortised cost.

In July 2022, a drawdown amounting to $482,602 was made from the 30 June 2022 credit facility with Radium Capital. This loan was subsequently paid when the R&D Tax Incentive for 30 June 2022 was received.

Refer to note 21 for further information on financial instruments.

## Note 17. Lease liabilities

Set out below are the carrying amounts of lease liabilities and the movements during the period:

| | 2023 $ | 2022 $ |
|---|---|---|
| As at 1 July | 997,820 | 1,356,066 |
| Additions | - | 356,128 |
| Accretion of interest | 27,327 | 65,480 |
| Payments | (624,285) | (779,854) |
| Termination of lease | (400,862) | - |
| **As at 30 June** | **-** | **997,820** |

| | 2023 $ | 2022 $ |
|---|---|---|
| **Current liabilities** | | |
| Lease liability | - | 695,920 |
| **Non-current liabilities** | | |
| Lease liability | - | 301,900 |
| | **-** | **997,820** |

***The following are the amounts recognised in profit or loss:***

| | 2023 $ | 2022 $ |
|---|---|---|
| Depreciation - right of use asset | 574,631 | 677,277 |
| Interest expense on lease liabilities | 27,237 | 65,480 |
| Loss on termination of lease | 52,194 | - |
| **Total amount recognised in profit or loss** | **654,062** | **742,757** |

Refer to note 13 for additional information on lease termination.

## Note 18. Employee benefits

| | 2023 $ | 2022 $ |
|---|---|---|
| **Current liabilities** | | |
| Annual leave | 73,208 | 292,041 |
| **Non-current liabilities** | | |
| Long service leave | 39,684 | 42,732 |
| | **112,892** | **334,773** |

## Note 19. Issued capital

| | 2023 Shares | 2022 Shares | 2023 $ | 2022 $ |
|---|---|---|---|---|
| Ordinary shares - fully paid | 439,423,066 | 157,211,533 | 36,725,231 | 34,313,482 |

| Movement in ordinary shares | 2023 No. | 2022 No. | 2023 $ | 2022 $ |
|---|---|---|---|---|
| Balance at beginning of year | 157,211,533 | 157,098,200 | 34,313,482 | 34,295,791 |
| Shares issued through conversion of convertible note[1] | 125,000,000 | - | 970,582 | - |
| Shares issued through rights issue[2] | 157,211,533 | - | 1,572,115 | - |
| Performance shares issued | - | 113,333 | - | 17,691 |
| Less share issue costs | - | - | (130,948) | - |
| | **439,423,066** | **157,211,533** | **36,725,231** | **34,313,482** |

[1] The Company issued 1,000,000 Convertible Note on 8 March 2023, these converted on 18 May 2023 at $0.008 per share to 125,000,000 ordinary shares. The convertible note was initially recognised at fair value of the debt amounting to $795,962 and the residual $127,955 recognised in equity (net after costs). The interest accrued over the life of the loan is $36,129. Upon redemption, the remaining balance of debt amounting to $832,091 was converted to equity.

[2] The company issued 80,224,048 ordinary shares on 28 April 2023 in relation to a standard pro-rata rights issue. On 12 May 2023, the Company issued a further 76,967,485 ordinary shares in relation to the placement of the rights issue shortfall.

Ordinary shareholders entitle the holder to participate in dividends and the proceeds on winding up of the Company in proportion to the number of and amounts paid on the shares held.

Upon a poll each share is entitled to one vote.

Ordinary shares have no par value and the Company does not have a limited amount of authorised capital.

## Note 20. Reserves

| | 2023 $ | 2022 $ |
|---|---|---|
| Foreign currency reserve | 12,241 | 6,316 |
| Share-based payments reserve | 810,093 | 778,318 |
| | **822,334** | **784,634** |

## Note 20. Reserves (continued)

### Foreign currency reserve

The reserve is used to recognise exchange differences arising from the translation of the financial statements of foreign operations to Australian dollars. It is also used to recognise gains and losses on hedges of the net investments in foreign operations.

### Share-based payments reserve

The reserve is used to recognise the value of equity benefits provided to employees and directors as part of their remuneration, and other parties as part of their compensation for services.

### Reconciliation:

| | 2023 $ | 2022 $ |
|---|---|---|
| Balance at beginning of year | 778,318 | 777,112 |
| Recognition of share-based payments | - | 18,898 |
| Vesting of options or rights that have been converted to ordinary shares | - | (17,692) |
| Recognition of share-based payment (recognised in equity as costs of raising capital) | 31,775 | - |
| **Balance at end of year** | **810,093** | **778,318** |

Further information about share-based payments is set out in note 26.

## Note 21. Financial instruments

| | 2023 $ | 2022 $ |
|---|---|---|
| **Financial assets** | | |
| Cash in bank | 1,642,719 | 4,846,540 |
| Other current assets | 229,619 | 109,193 |
| Other non-current assets | - | 575,909 |
| | **1,872,338** | **5,531,642** |
| **Financial liabilities** | | |
| Accounts payable and other current liabilities | 107,837 | 728,308 |
| Lease liabilities | - | 997,820 |
| Interest-bearing loans and borrowings | 1,533,419 | 2,745,055 |
| | **1,641,256** | **4,471,183** |

## Note 21. Financial instruments (continued)

The Group's principal financial instruments comprise of cash and cash equivalents, other receivables, payables, borrowings and other current/non-current liabilities. The main purpose of the financial instruments is to provide working capital for the operations of the business. The Group also has other financial instruments such as trade creditors which arise directly from its operations. For the year ended 30 June 2023, it has been the Group's policy not to trade in financial instruments.

The Group has exposure to the following risks from their use of financial instruments:

- Credit risk
- Liquidity risk
- Interest rate risk
- Market risk
- Foreign exchange risk
- Capital risk

This note presents information about the Group's exposure to each of the above risks, their objectives, policies and processes for measuring and managing risk, and the management of capital. The Board has overall responsibility for the establishment and oversight of the risk management framework. The Board reviews and agrees policies for managing each of these risks and they are summarised below.

### (a) Credit risk management

Credit risk refers to the risk that a counter-party will default on its contractual obligations resulting in financial loss to the Group. The Group has adopted a policy of only dealing with creditworthy counterparties and obtaining sufficient collateral where appropriate, as a means of mitigating the risk of financial loss from defaults. The Group only transacts with entities that are rated the equivalent of investment grade and above. This information is supplied by independent rating agencies where available and, if not available, the Group uses publicly available financial information and its own trading record to rate its major customers and suppliers.

The Group's exposure and the credit ratings of its counter-parties are continuously monitored. Credit exposure is controlled by counterparty limits that are reviewed and approved by the Board annually.

The Group does not have any significant credit risk exposure. The carrying amount of financial assets recorded in the financial statements, net of any allowance for losses, represents the Group's maximum exposure to credit risk without taking account of the value of any collateral obtained.

### (b) Liquidity risk management

Ultimate responsibility for liquidity risk management rests with the Board, who have built an appropriate liquidity risk management framework for the management of the Group's short, medium and long-term funding and liquidity management requirements. The Group manages liquidity risk by maintaining adequate reserves and banking facilities and by continuously monitoring forecast and actual cash flows and matching the maturity profiles of financial assets and liabilities. The Group did not have any undrawn facilities at its disposal as at balance date.

## Note 21. Financial instruments (continued)

The following tables detail the Company's remaining contractual maturities for its non-derivative financial liabilities. These are based on the undiscounted cash flows of financial liabilities based on the earliest date on which the Company can be required to pay. The table includes both interest and principal cash flows.

| | Weighted average effective interest rate % | Less than 1 month | 1 - 3 months | 3 months - 1 year | 1 - 5 years | 5+ years |
|---|---|---|---|---|---|---|
| **2023** | | | | | | |
| Non-interest bearing | - | 107,836 | - | - | - | - |
| Fixed interest rate instruments - Borrowings | 4.95% | - | 39,234 | - | - | - |
| Fixed interest rate instruments - Borrowings | 14.00% | - | - | 1,042,315 | - | - |
| Fixed interest rate instruments - Borrowings | 15.00% | - | - | 451,869 | - | - |
| | | **107,836** | **39,234** | **1,494,184** | **-** | **-** |
| **2022** | | | | | | |
| Non-interest bearing | - | 6,511 | 780,243 | - | - | - |
| Fixed interest rate instruments - Leases | 5.03% | 63,266 | 191,393 | 471,314 | 271,847 | - |
| Fixed interest rate instruments - Borrowings | 15.00% | - | - | 2,745,055 | - | - |
| | | **69,777** | **971,636** | **3,216,369** | **271,847** | **-** |

### (c) Interest rate risk management

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Group is not exposed to significant interest rate risk as it's obligations are with fixed interest rates.

### (d) Market risk

Market risk is the risk that changes in market prices such as foreign exchange rates, interest rates and equity prices will affect the Group's income or the value of its holdings of financial instruments. The Group is not exposed to market risk as at reporting date.

### (e) Foreign exchange risk

The Group has an exposure to foreign exchange rates fluctuations given that the Group purchases plant equipment, consumables and services from overseas suppliers as part of the research and development activities of the Group.

At 30 June 2023, the Group has cash denominated in CHF dollars (CHF $869 (2022: CHF$27,974)). The A$ equivalent at 30 June 2023 is $1,461 (2022: $42,429). Given the quantum of cash denominated in CHF dollars at 30 June 2023, the Group is not exposed to significant foreign exchange risk

## Note 21. Financial instruments (continued)

### (f) Capital risk management

The Group's objectives when managing capital are to safeguard its ability to continue as a going concern, so that it may continue to provide returns for shareholders and benefits for other stakeholders. The primary source of Group funding is equity raisings. Accordingly, the objective of the Company's capital risk management is to balance the current working capital position against the requirements to meet exploration programmes and corporate overheads.
This is achieved by maintaining appropriate liquidity to meet anticipated operating requirements, with a view to initiating appropriate capital raisings as required.

## Note 22. Related party transactions

The Company's related parties include Key Management and others as described below:

The aggregate compensation made to Directors and other Key Management Personnel of the Company is set out below:

| | 2023 $ | 2022 $ |
|---|---|---|
| Short-term employee benefits | 979,230 | 1,702,622 |
| Post-employment benefits | 76,460 | 89,389 |
| Long-term benefits | 9,718 | 7,729 |
| Share-based payments | - | 18,898 |
| | **1,065,408** | **1,818,638** |

### Transactions with other related parties

The aggregate value of transactions with other related parties is set out below:

| | 2023 $ | 2022 $ |
|---|---|---|
| Automic[1] | - | 32,679 |
| Advisory Panel Member (Dr Jennifer King) | - | 70,000 |
| Alto Capital[2] | 99,303 | - |
| Total | **99,303** | **102,679** |

[1] Automic Group is the registered Company Secretary. Ms. Elizabeth McGregor was employed by the Automic Group until 30 September 2021. Ms. Elizabeth McGregor resigned as a Non-Executive Director on 20 December 2022.

[2] ACNC Capital Markets Pty Ltd T/A Alto Capital was paid $99,303 for services as Joint Lead Manager and advisor to the Company during the year. Mr Clarke Barlow is an employee of Alto Capital.

## Note 23. Remuneration of auditor

The auditor of Exopharm Limited is William Buck Audit (Vic) Pty Ltd.

| | 2023 $ | 2022 $ |
|---|---|---|
| **Audit services**<br>Audit and review of the financial statements | 53,500 | 46,750 |
| **Other services**<br>Tax advice | - | 1,360 |
| | **53,500** | **48,110** |

## Note 24. Dividends

The directors of the Company have not declared any dividend for the year ended 30 June 2023.

## Note 25. Commitments and contingencies

As at 30 June 2023, the Company has no other material commitments except as disclosed below:

### Altnia Royalty Deed Commitments

On 5 October 2018, the Company and Altnia Operations Pty Ltd (Altnia or Licensor) signed an Intellectual Property Assignment and License Termination Deed (the 'Deed'). As consideration for the assignment of the Assignment Rights, Exopharm must:

(a) grant royalties to Altnia; and
(b) provide the Reimbursement Payments to Altnia in accordance with Clause 7 of the Deed.

The Reimbursement Payments were fully paid during the 2019 year.

As at 30 June 2023, the Company is a party to a Royalty Deed with Altnia Operations Pty Ltd (a company owned by a KMP).

As at 30 June 2023, the Company has the following financial commitments pursuant to the Royalty Deed:

(1) Royalties on net sales – 3% of net sales;
(2) License Royalty – 10% of license revenue.

As at 30 June 2023, there is no royalties paid or accrued.

## Note 26. Share-based payments

| | 2023 $ | 2022 $ |
|---|---|---|
| Share-based payments (recognised in equity as cost of raising capital) | 31,775 | - |
| Arising on issuance of performance rights | - | 18,898 |
| | **31,775** | **18,898** |

### Options

Options may be issued to external consultants or non-related parties without shareholders' approval, where the annual 15% capacity pursuant to ASX Listing Rule 7.1 has not been exceeded. Options cannot be offered to a director or an associate except where approval is given by shareholders at a general meeting.

Each option issued converts into one ordinary share of Exopharm Limited on exercise. The options carry neither rights to dividends nor voting rights. Options may be exercised at any time from the date of vesting to the date of their expiry.

The following share-based payment arrangements were in existence at the end of the current reporting period:

| No. of Options | Grant date | Expiry date | Vesting date | Grant date fair value | Exercise price |
|---|---|---|---|---|---|
| 1,500,000[1] | 29/10/2020 | 9/11/2025 | 9/11/2020 | $0.20 | $0.40 |
| 1,500,000[1] | 29/10/2020 | 9/11/2025 | 9/11/2020 | $0.16 | $0.60 |
| 1,500,000[1] | 29/10/2020 | 9/11/2025 | 9/11/2020 | $0.13 | $0.90 |
| 3,000,000[2] | 12/05/2023 | 12/05/2026 | 12/05/2023 | $0.01 | $0.01 |

[1] A total of 4,500,000 options were issued to Canary Capital Securities Pty Ltd in 2021 financial year as compensation for brokerage fee of capital raise.

1,500,000 options were issued with an exercise price of $0.40 and an expiry date of 5 years from date of issue as part of the Placement mandate.

3,000,000 options were issued as part of the Corporate Advisory mandate on the below terms:

- 1,500,000 unlisted options with an exercise price of $0.60 and an expiry date of 5 years from date of issue
- 1,500,000 unlisted options with an exercise price of $0.90 and an expiry date of 5 years from date of issue

[2] Total of 3,000,000 options were issued to Canary Capital and Alto Capital (and/or their nominees) as part of the Joint Lead Manager fee's as outlined in the Prospectus released to the ASX on 23 March 2023.

## Note 26. Share-based payments (continued)

### Performance rights

There were 2,650,000 performance rights granted to senior management on 11 October 2022. On 20 December 2022, the performance rights lapsed because the vesting conditions were not met. No share-based payments expense has been recorded in relation to the performance rights for the period.

Vesting conditions are based on the performance of Exopharm Limited's shares on the Australian Stock Exchange within a specified period. In addition, the holders of these rights have to be employed until the end of the agreed vesting period.

The Performance Rights will automatically convert to ordinary shares if the condition has been met at the vesting date.

The holders of these performance rights do not have the right to participate in any share issue or interest issue of the Company or of any other body corporate or registered scheme.

The Group used a Monte Carlo simulation to incorporate a probability-based value impact of the market conditions to determine the fair value of the Performance Rights.

The following share-based payment arrangements were issued in the current reporting period:

| No. of Performance Rights | Grant date | Vesting date | Grant date share price | Vesting condition VWAP hurdle* | Volatility | Risk-free rate | Grant date fair value |
|---|---|---|---|---|---|---|---|
| 2,650,000* | 11/10/2022 | 01/01/2023 | $0.13 | $0.30 | 80% | 3.28% | $0.0013 |

* The Performance Rights will vest on the vesting date if the Company's shares achieving a volume weighted average price ("VWAP") of at least $0.30 over twenty consecutive trading days between the issue date and 31 December 2022.

On 20 December 2022, the performance rights lapsed because the vesting conditions were not met.

## Note 27. Parent entity information

Set out below is the supplementary information about the parent entity.

***Statement of profit or loss and other comprehensive income***

| | Parent | |
|---|---|---|
| | 2023 $ | 2022 $ |
| Loss after income tax | (7,119,376) | (9,967,917) |
| Total Loss | (7,119,376) | (9,967,916) |

***Statement of financial position***

| | Parent | |
|---|---|---|
| | 2023 $ | 2022 $ |
| Total current assets | 4,584,037 | 9,416,591 |
| Total assets | 6,160,080 | 13,879,400 |
| Total current liabilities | 1,714,464 | 4,457,194 |
| Total liabilities | 1,754,148 | 4,801,826 |
| Net assets | **4,405,932** | **9,077,574** |
| *Equity* | | |
| Issued capital | 36,725,231 | 34,313,482 |
| Share-based payments reserve | 810,093 | 778,318 |
| Accumulated losses | (33,129,391) | (26,014,226) |
| Total equity | **4,405,933** | **9,077,574** |

### Guarantees entered into by the parent entity in relation to the debts of its subsidiaries

The parent entity had no guarantees in relation to the debts of its subsidiaries as at 30 June 2023.

### Contingent liabilities

The parent entity had no contingent liabilities as at 30 June 2023.

### Capital commitments - Property, plant and equipment

The parent entity had no capital commitments for property, plant and equipment as at 30 June 2023

### Significant accounting policies

The accounting policies of the parent entity are consistent with those of the Group, as disclosed in note 1, except for the following:

- Investments in subsidiaries are accounted for at cost, less any impairment, in the parent entity.
- Investments in associates are accounted for at cost, less any impairment, in the parent entity.
- Dividends received from subsidiaries are recognised as other income by the parent entity and its receipt may be an indicator of an impairment of the investment.

## Note 28. Interests in subsidiaries

The consolidated financial statements incorporate the assets, liabilities and results of the following subsidiary in accordance with the accounting policy described in note 1:

| | | Ownership interest | |
|---|---|---|---|
| Name | Principal place of business / Country of incorporation | 2023 % | 2022 % |
| ExoSuisse GmbH | Switzerland | 100.00% | 100.00% |

## Note 29. Events after the reporting period

No matter or circumstance has arisen since 30 June 2023 that has significantly affected, or may significantly affect the Group's operations, the results of those operations, or the Group's state of affairs in future financial years.

# Directors' declaration

30 June 2023

In the opinion of the Board of Exopharm Limited ('the Company'):

1. The financial statements and notes thereto, as set out on pages 17 to 56 are in accordance with the Corporations Act 2001 including:

- giving a true and fair view of the Company's financial position as at 30 June 2023 and its performance for the year then ended; and
- complying with Australian Accounting Standards, the Corporations Regulations 2001, and International Standards (IFRS) as disclosed in Note 1 of the Financial Statements; and

2. There are reasonable grounds to believe that the company will be able to pay its debts as and when they become due and payable.

This declaration is signed in accordance with a resolution of the Board of Directors made pursuant to S.295(5) of the Corporations Act 2001. On behalf of the Directors:

**Dr Ian E Dixon**
Managing Director & CEO

29 August 2023

# Independent auditor's report to the members of Exopharm Limited

30 June 2023

WilliamBuck
ACCOUNTANTS & ADVISORS

## Exopharm Limited
### Independent auditor's report to members

### REPORT ON THE AUDIT OF THE FINANCIAL REPORT

### Opinion

We have audited the financial report of Exopharm Limited (the Company) and its controlled entities (the Group), which comprises the consolidated statement of financial position as at 30 June 2023, the consolidated statement of profit or loss and other comprehensive income, the consolidated statement of changes in equity and the consolidated statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies and other explanatory information, and the directors' declaration.

In our opinion, the accompanying financial report of the Group, is in accordance with the *Corporations Act 2001*, including:

i. giving a true and fair view of the Group's financial position as at 30 June 2023 and of its financial performance for the year ended on that date; and

ii. complying with Australian Accounting Standards and the *Corporations Regulations 2001*.

### Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the Group in accordance with the auditor independence requirements of the *Corporations Act 2001* and the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### Material Uncertainty Related to Going Concern

We draw attention to Note 1 to the financial report, which indicates that the Group incurred a net loss of $7,130,264 and net cash outflows from operating activities of $3,845,816 for the year ended 30 June 2023. As stated in Note 1, these events or conditions along with other matters as set forth in Note 1, indicate that a material uncertainty exists that may cast significant doubt on the Group's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Level 20, 181 William Street, Melbourne VIC 3000 +61 3 9824 8555 vic.info@williambuck.com
williambuck.com.au

William Buck
ACCOUNTANTS & ADVISORS

## Key Audit Matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial report of the current period. These matters were addressed in the context of our audit of the financial report as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters. In addition to the matter described in the *Material Uncertainty Related to Going Concern* section, we have determined the matters described below to be the key audit matters to be communicated in our report.

| **VALUATION OF CONVERTIBLE NOTES** | |
|---|---|
| **Area of focus** | **How our audit addressed it** |
| As disclosed in note 19, the Group raised $1.0 million cash proceeds on 8 March 2023 through the issuance of convertible notes. The notes were converted into issued equity on 18 May 2023. The convertible notes by their nature were considered complex financial instruments, through assessing for embedded derivatives under AASB 9 *Financial Instruments* and measuring of the fair value of the instruments.<br><br>As at 30 June 2023, all of the issued convertible notes had been converted to equity, resulting in the issuance of 125,000,000 ordinary shares to the noteholders.<br><br>Due to the complexity of assessing the contractual terms of notes and assessing the reasonableness of initial recognition including conversion features and the fair value of the instrument, this was considered a Key Audit Matter. | Our audit procedures included the following:<br>— Examining the contractual terms of convertible notes including assessment of the equity conversion terms;<br>— Assessing the reasonableness of the initial fair value recognised of the host liability and equity derivative component as at issuance date;<br>— Agreeing to relevant supporting evidence of the cash received from the issue of convertible notes, and the subsequent issuance of shares to noteholders; and<br>— Assessing the reasonableness of presentation and disclosure in the group financial statements with respect to the convertible notes. |
| **RECOGNITION OF REVENUE FROM CUSTOMERS** | |
| **Area of focus** | **How our audit addressed it** |
| Revenue from customer contracts is disclosed in Notes 3 and 4 to the financial statements.<br><br>The group's revenue from customers is generated through bespoke contracts related to feasibility studies.<br><br>This area is a Key Audit Matter as each revenue stream requires a bespoke revenue recognition model which requires judgement by management in identifying performance obligations, the allocation of the transaction price and the satisfaction of performance obligations over time or at a point in time in accordance with AASB 15 *Revenue from Contracts with Customers* ('AASB 15'). | Our audit procedures included:<br>— The evaluation of revenue recognition policies for all material sources of revenue to assess if revenue is recognised in accordance with AASB 15;<br>— Performing test of detail through a sample of the revenue from customers recognised during the period through agreeing to contracts and customer pricing;<br>— Examining a sample of contracts to assess the fulfilment of performance milestones relevant to material revenue contracts;<br>— Performing revenue cut-off testing at the period end to assess if revenue is recorded in the correct period; and<br>— In-addition, we also examined key disclosures relating to the recognition of revenue in the financial statements. |

# Independent auditor's report to the members of Exopharm Limited

30 June 2023

WilliamBuck
ACCOUNTANTS & ADVISORS

## Other Information

The directors are responsible for the other information. The other information comprises the information in the Group's annual report for the year ended 30 June 2023 but does not include the financial report and the auditor's report thereon.

Our opinion on the financial report does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial report, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial report or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

## Responsibilities of the Directors for the Financial Report

The directors of the Company are responsible for the preparation of the financial report that gives a true and fair view in accordance with Australian Accounting Standards and the *Corporations Act 2001* and for such internal control as the directors determine is necessary to enable the preparation of the financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the directors are responsible for assessing the ability of the Group to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

## Auditor's Responsibilities for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

A further description of our responsibilities for the audit of these financial statements is located at the Auditing and Assurance Standards Board website at:
https://www.auasb.gov.au/admin/file/content102/c3/ar1_2020.pdf

This description forms part of our independent auditor's report.

# Independent auditor's report to the members of Exopharm Limited

30 June 2023

William Buck
ACCOUNTANTS & ADVISORS

## Report on the Remuneration Report

### Opinion on the Remuneration Report

We have audited the Remuneration Report included in the directors' report for the year ended 30 June 2023.

In our opinion, the Remuneration Report of Exopharm Limited, for the year ended 30 June 2023, complies with section 300A of the *Corporations Act 2001*.

### Responsibilities

The directors of the Company are responsible for the preparation and presentation of the Remuneration Report in accordance with section 300A of the *Corporations Act 2001*. Our responsibility is to express an opinion on the Remuneration Report, based on our audit conducted in accordance with Australian Auditing Standards.

Yours sincerely

William Buck

**William Buck Audit (Vic) Pty Ltd**
ABN 59 116 151 136

**R. P. Burt**
Director
Melbourne, 29 August 2023

# Shareholder information

30 June 2023

The shareholder information set out below was applicable as at 2 August 2023.

There is one class of quoted securities, fully paid ordinary shares.

## (a) Distribution of Security Number

| Holding Ranges | Holders | Total Units | % Issued Share Capital |
|---|---|---|---|
| above 0 up to and including 1,000 | 191 | 111,327 | 0.03% |
| above 1,000 up to and including 5,000 | 513 | 1,406,415 | 0.32% |
| above 5,000 up to and including 10,000 | 282 | 2,294,483 | 0.52% |
| above 10,000 up to and including 100,000 | 794 | 30,379,220 | 6.91% |
| above 100,000 | 389 | 405,228,621 | 92.22% |
| **Totals** | **2,169** | **439,420,066** | **100%** |

There are 2,169 holders of ordinary shares. Each shareholder is entitled to one vote per share held.

## (b) Marketable Parcel

There are 1,547 shareholders with less than a marketable parcel (basis price $0.01) as at 2 August 2023.

## (c) On-Market Buy-Back

There is no on-market buy-back scheme in operation for the Company's quoted shares.

## (d) AGM and Director Nomination

Exopharm Limited's Annual General Meeting (AGM) of Exopharm is scheduled for Thursday 23 November 2023.

In accordance with Clause 13.3 of the Company's Constitution, nominations for election of directors at the AGM must be received no less than 30 Business Days before the meeting, being no later than 12 October 2023.

# Shareholder information

30 June 2023

## (e) Top 20 Security Holders

The names of the twenty largest holders of quoted equity security, being fully paid ordinary shares, the number of equity security each holds and the percentage of capital each holds is as follows:

| | Ordinary shares | |
|---|---|---|
| | Number held | % of total shares issued |
| ALTNIA HOLDINGS PTY LTD (DIXON FAMILY A/C) | 28,258,627 | 6.43% |
| KYRIACO BARBER PTY LTD | 19,287,557 | 4.39% |
| ZESSHAM PTY LTD (ZESSHAM A/C) | 13,200,000 | 3.00% |
| DIXSON TRUST PTY LIMITED | 11,712,000 | 2.67% |
| CITICORP NOMINEES PTY LIMITED | 8,987,356 | 2.05% |
| CANARY CAPITAL PTY LTD | 8,158,333 | 1.86% |
| MR MICHAEL FRANCIS MCMAHON & MRS SUSAN LESLEY MCMAHON (MCMAHON SUPER FUND A/C) | 7,500,000 | 1.71% |
| HARLUND INVESTMENTS PTY LTD (HART FAMILY SUPER FUND A/C) | 7,500,000 | 1.71% |
| WFC NOMINEES AUSTRALIA PTY LTD | 7,500,000 | 1.71% |
| SUPERHERO SECUITIES LIMITED (CLIENT A/C) | 6,260,095 | 1.42% |
| MR PAUL JAMES MADDEN | 5,750,000 | 1.31% |
| WOLSELEY ROAD #1 PTY LTD (ADSALEUM FAMILY A/C) | 4,800,000 | 1.09% |
| HUON PINE PTY LTD (HUON PINE INVESTMENT A/C) | 4,752,831 | 1.08% |
| MR PAUL JOSEPH COZZI | 4,000,000 | 0.91% |
| OLDVIEW ENTERPRISES PTY LTD (THE PRIESTLEY A/C) | 4,000,000 | 0.91% |
| MR PRINSLOO MARCELLUS ZIGA DUBE | 3,780,000 | 0.86% |
| MR CARLO BELLINI | 3,750,000 | 0.85% |
| MR ANDREW FAY & MRS NARELLE FAY (ANDREW FAY SUPER FUND A/C) | 3,750,000 | 0.85% |
| CELTIC FINANCE CORP PTY LTD | 3,750,000 | 0.85% |
| MRS ANN HATCH | 3,525,000 | 0.80% |
| **Total** | **160,221,799** | **36.46%** |
| **Total issued capital** | **439,423,066** | **100.00%** |

# Shareholder information

30 June 2023

## Other ASX Information

### 1. Corporate Governance

The Company's Corporate Governance Statement as at 30 June 2023 as approved by the Board can be viewed at https://exopharm.com/financial-reporting/.

### 2. Stock Exchange on which the Company's Securities are Quoted

The Company's listed equity securities are quoted on the Australian Stock Exchange

### 3. Review of Operations

A review of operations is contained in the Directors' Report.

### 4. Restricted Securities

As at 2 August 2023, the Company had no restricted securities:

## Unquoted equity securities

The Company has the following unquoted equity securities on issues:

| Options | Holders |
|---|---|
| 1,500,000 Unlisted Options, exercisable at $0.40 and expiring 9 November 2025 | 7 |
| 1,500,000 Unlisted Options, exercisable at $0.60 and expiring 9 November 2025 | 7 |
| 1,500,000 Unlisted Options, exercisable at $0.90 and expiring 9 November 2025 | 7 |
| 3,000,000 Unlisted Options, exercisable at $0.01 and expiring 12 May 2026 | 7 |
| | **28** |

| Holding Ranges | Holders | Total Units | % Issued Share Capital |
|---|---|---|---|
| above 0 up to and including 1,000 | - | - | - |
| above 1,000 up to and including 5,000 | - | - | - |
| above 5,000 up to and including 10,000 | - | - | - |
| above 10,000 up to and including 100,000 | 3 | 225,000 | 3% |
| above 100,000 | 8 | 7,275,000 | 97% |
| **Totals** | **11** | **7,500,000** | **100%** |

### Voting Rights

There are 11 holders of unlisted options. There are no voting rights attached to unlisted options.

# Shareholder information

30 June 2023

## Holders with 20% or More of Unquoted Equity Securities

| Name | Options exercisable at $0.40, expiring 09.11.25 | Options exercisable at $0.60, expiring 09.11.25 | Options exercisable at $0.90, expiring 09.11.25 | Options exercisable at $0.01, expiring 12.05.26 |
|---|---|---|---|---|
| ANNA CARINA PTY LTD <ANNA CARINA FAMILY A/C> | 27.50% | 27.50% | 27.50% | 20.00% |
| MR JODET DURAK | 27.50% | 27.50% | 27.50% | - |
| ACNS CAPITAL MARKETS PTY LTD | - | - | - | 50.00% |
| MR ARUNAVA SENGUPTA | - | - | - | 20.00% |

## Substantial holders

Substantial holders in the Company are set out below:

| | Ordinary shares | |
|---|---|---|
| Name | Number held | % of total shares issued |
| Altnia Holdings Pty Ltd (Dixon Family A/C) (a related party of Dr Ian Dixon) | 28,258,627 | 6.43% |

exopharm.com

## APPENDIX "H"

## INFORMATION ABOUT EXOPHARM FOLLOWING COMPLETION OF THE ARRANGEMENT

**The following is a summary of the Combined Company following completion of the Arrangement, including its business and operations, which should be read in conjunction with the information concerning Tryp appearing in this Appendix "F" to the Circular, as well as information concerning Exopharm appearing in Appendix "G" to the Circular.**

Following the completion of the Arrangement, the Combined Company will continue to be a Disclosing Entity and will be subject to the continuous disclosure reporting requirements under the securities laws of such jurisdictions. Upon or following completion of the Arrangement:

a) Exopharm will change its name to "Tryptamine Therapeutics Australia Limited";

b) Exopharm will own all of the Tryp Shares;

c) former Tryp Shareholders will become Exopharm Shareholders;

d) the Exopharm Shares are expected to be reinstated to trading on the ASX subject to the Combined Company satisfying the conditions set out in ASX's conditional reinstatement letter; and

e) the Tryp Shares will be de-listed from the CSE.

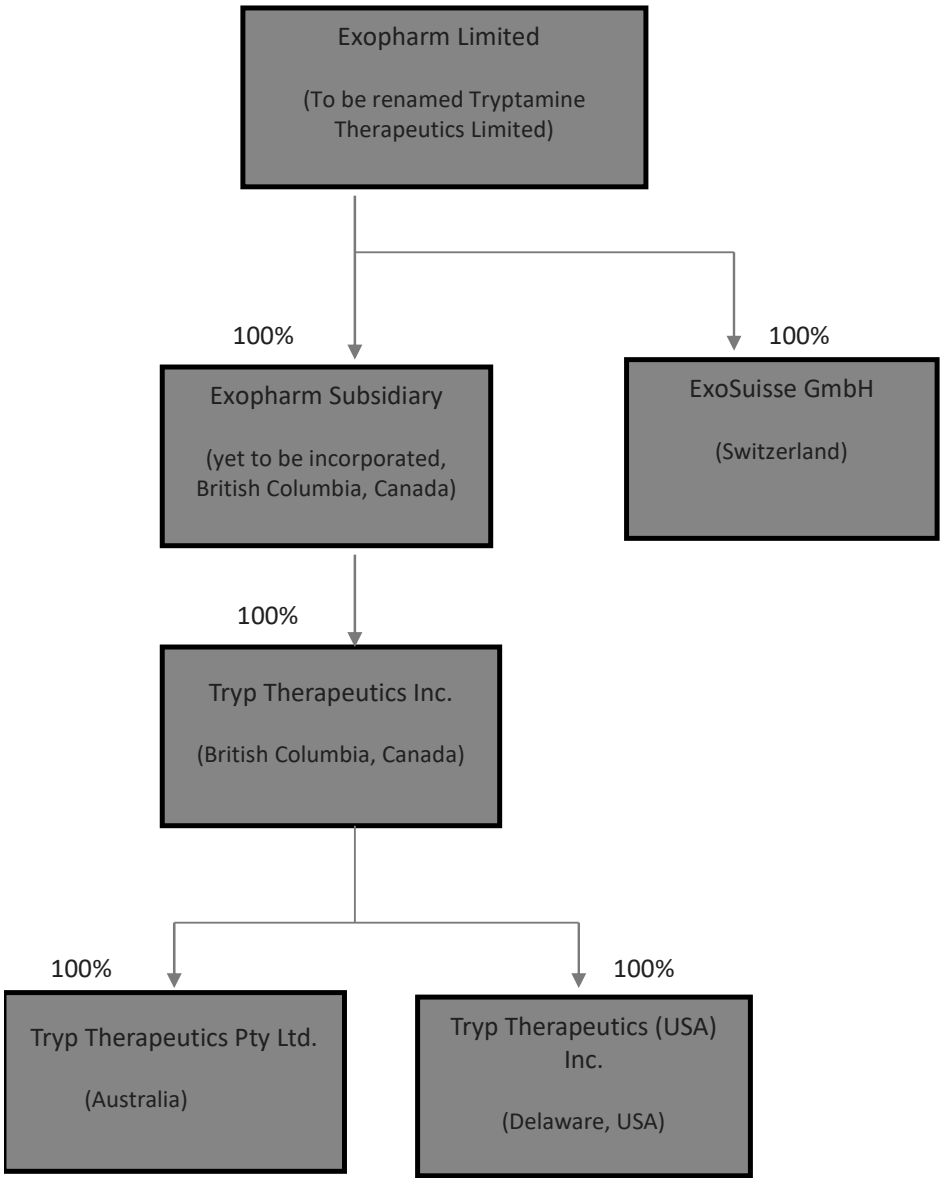
The Arrangement will result in Tryp becoming a wholly-owned subsidiary of Exopharm. The assets and operations of Tryp at the Effective Time will become the assets and operations of Exopharm, through its ownership of Tryp.

### Name, Address and Incorporation

Following the completion of the Arrangement, Exopharm will be governed by the laws of Australia and Victoria. Immediately following the Effective Time, Exopharm will directly own all of the outstanding Tryp Shares and Tryp will be a wholly-owned subsidiary of Exopharm. The registered and records office of Exopharm will be located at Suite 201, 697 Burke Road, Camberwell, Victoria, Australia.

### Intercorporate Relationships

Following the completion of the Arrangement, Exopharm will directly own all of the issued and outstanding Tryp Shares. Accordingly, Exopharm will own and hold, directly or indirectly, all of the property of Tryp and all rights, contracts, permits and interests of Tryp. The anticipated corporate structure of the Combined Company is set forth in the diagram below:




**Description of the Business of Exopharm Following Completion of the Arrangement**

Following the completion of the Arrangement, Exopharm expects that it will carry on the business that Tryp had conducted prior to the Arrangement, including with respect to its lead program, TRP-8803. Exopharm also expects to benefit from a broader shareholder base, which Exopharm expects will provide it with strengthened access to growth capital.

Exopharm may also, in its discretion, modify or discontinue certain aspects of Tryp's business, or reorganize the business in order to integrate Tryp's business into Exopharm's operations. Following completion of the Arrangement, Exopharm does not expect to continue Tryp's product businesses, and

may seek value enhancing transactions or other opportunities with aspects of Tryp's business that are not aligned with Exopharm's strategic business direction.

**Dividends and Distributions Following Completion of the Arrangement**

No change is expected to be made to Exopharm's approach to dividends and distributions following completion of the Arrangement. For a description of Exopharm's approach to dividends and distributions, please see "*Dividends and Distributions*" in Appendix "G".

**Escrowed Securities and Securities Subject to Contractual Restriction on Transfer**

Upon completion of the Arrangement, certain Exopharm Shares and Exopharm Options will be classified by the ASX (in its absolute discretion) as restricted securities and will be required to be held in escrow for up to 24 months. During the period in which these securities are prohibited from being transferred, trading in Exopharm Shares may be less liquid which may impact on the ability of a shareholder to dispose of their Exopharm Shares in a timely manner.

The Exopharm securities currently anticipated to be subject to escrow are:

- the Tryp Lead Manager Options are likely to be subject to escrow for a period of up to 24 months from the Reinstatement Date;

- Exopharm Options issued pursuant to the conversion of Tryp Convertible Notes and Tryp Convertible Debentures are likely to be subject to escrow for a period of up to 12 months from the Reinstatement Date with respect to Exopharm Options issued to unrelated parties and non-promoters, and up to 24 months with respect to Exopharm Options issued to related parties, promoters, and associates of any related parties or promoters; and

- the Consideration Shares issued to Tryp Shareholders who either:
    - were issued Tryp Shares within the period 12 months prior to the date of issue of the Consideration Shares; or
    - that were issued to directors and founders of Tryp and their affiliates for either non-cash consideration or at a price which has an effective price (on a post-Arrangement basis) of less than the price per Exopharm Share under the Exopharm Capital Raise.

In addition to the above, the ASX may impose escrow restrictions for the Replacement Quoted Broker Options, Replacement Unquoted Broker Options, Replacement Founder Options and the Replacement Employee Options for a period of up to 12 months from the Reinstatement Date with respect to Replacement Quoted Broker Options, Replacement Unquoted Broker Options, Replacement Founder Options and Replacement Employee Options issued to unrelated parties and non-promoters, and up to 24 months with respect to Replacement Quoted Broker Options, Replacement Unquoted Broker Options, Replacement Founder Options and Replacement Employee Options issued to related parties, promoters, or associates of any related parties or promoters. Exopharm Shares offered under the Exopharm Capital Raise will not be subject to any escrow restrictions.

**Pro Forma Consolidated Capitalization**

Below is a description of the consolidated capitalization of the Combined Company, on a *pro forma* basis after completion of the Arrangement and presented on a post-Exopharm Consolidation basis.

| Exopharm Shares | Number of Shares (Minimum Exopharm Capital Raise) | % of Issued and Outstanding | Number of Shares (Maximum Exopharm Capital Raise) | % of Issued and Outstanding |
|---|---|---|---|---|
| Exopharm Shares | 175,769,226 | 15.78 | 175,769,226 | 15.43 |
| Consideration Shares and Exopharm Shares issued on conversion of Tryp Convertible Debentures | 468,652,358 | 42.07 | 468,652,358 | 41.15 |
| Exopharm Shares to be issued on conversion of Tryp Convertible Notes[(1)] | 169,500,000 | 15.22 | 169,500,000 | 14.88 |
| Exopharm Shares issued on Exopharm Capital Raise | 300,000,000 | 26.93 | 325,000,000 | 28.54 |
| **Total** | **1,113,921,584** | **100** | **1,138,921,584** | **100** |

Note:
(1) The Convertible Notes will automatically convert on completion of the Arrangement.

| Options | Number of Options (Minimum Exopharm Capital Raise) | % of Total Options | Number of Options (Maximum Exopharm Capital Raise) | % of Total Options |
|---|---|---|---|---|
| Existing Exopharm Options[(1)] | 11,000,000 | 2.47 | 11,000,000 | 2.47 |
| Replacement Options[(2)] | 159,550,128 | 35.86 | 159,550,128 | 35.78 |

| | | | | |
|---|---|---|---|---|
| Exopharm Options issuable to holders of Tryp Convertible Debentures[3] | 120,000,000 | 26.97 | 120,000,000 | 26.91 |
| Exopharm Options issuable upon exercise of Tryp Convertible Notes[4] | 135,600,000 | 30.48 | 135,600,000 | 30.41 |
| Tryp Lead Manager Warrants | 18,780,000 | 4.22 | 19,780,000 | 4.44 |
| **Total** | **444,930,128** | **100** | **445,930,128** | **100** |

Notes:

(1) Comprising (on a pre-Exopharm Consolidation basis):
- (a) 1,500,000 Exopharm Options with an exercise price of AUD$0.40 and an expiry date of November 9, 2025;
- (b) 1,500,000 Exopharm Options with an exercise price of AUD$0.60 and an expiry date of November 9, 2025;
- (c) 1,500,000 Exopharm Options with an exercise price of AUD$0.90 and an expiry date of November 9, 2025;
- (d) 3,000,000 Exopharm Options with an exercise price of AUD$0.01 and an expiry date of November 12, 2026;
- (e) 20,000,000 Exopharm Options issued to Directors Mark Davies and Clarke Barlow on December 1, 2023 (in equal proportions) as follows:
  - (i) 10,000,000 Exopharm Options exercisable at AUD$0.15 each and expiring December 1, 2027;
  - (iI) 5,000,000 Exopharm Options exercisable at AUD$0.02 each and expiring December 1, 2027; and
  - (iii) 5,000,000 Exopharm Options exercisable at AUD$0.03 each and expiring December 1, 2027.

(2) 159,550,128 Exopharm Options to be issued to the Tryp security holders as consideration on a post-Exopharm Consolidation basis for the Arrangement comprising:
- (a) 86,542,567 Exopharm Options exercisable at various prices, each being not lower than AUD$0.338 with various expiry dates 5 years from the Reinstatement Date to be issued in exchange for Tryp Employee Options;
- (b) 36,847,561 Exopharm Options to be issued in exchange for Tryp Quoted Broker Warrants and Tryp Unquoted Broker Warrants;
- (c) 36,160,000 Exopharm Options to be issued to Dr. William Garner in exchange for Tryp Founder Warrants exercisable at AUD$0.03125 each and expiring on April 24, 2027;

(3) 120,000,000 Exopharm Options to be issued to holders of Tryp Convertible Debentures (or their respective nominees) with an exercise price of AUD$0.027 each and an expiry date 3 years from the date of the Reinstatement Date on conversion of the Tryp Convertible Debentures which will occur automatically on the Reinstatement Date;

(4) Up to 135,600,000 Exopharm Options exercisable at AUD$0.027 each and expiring on the date that is 3 years from the Reinstatement Date to be issued to the holders of Tryp Convertible Notes (or their respective nominees) on conversion of the Tryp Convertible Notes which will occur automatically on the Reinstatement Date.

(5) The Tryp Lead Manager Warrants are exercisable at AUD$0.027 each and expire 3 years from the Reinstatement Date.

**Selected Unaudited Pro Forma Financial Information**

The following selected unaudited *pro forma* consolidated financial information of the Combined Company following completion of the Arrangement has been derived from the unaudited *pro forma* consolidated statement of financial position of Tryp after giving effect to the Arrangement, included in Schedule "1" to Appendix "H" to this Circular. The unaudited *pro forma* consolidated statement of financial position gives pro forma effect to the completion of the Arrangement as if it were completed as at August 31, 2023.

The unaudited *pro forma* condensed consolidated financial statements of the Combined Company following completion of the Arrangement have been compiled from underlying financial statements of Tryp and Exopharm in accordance with the IFRS and the AASB respectively, to illustrate the effect of the Arrangement. Adjustments have been made to prepare the unaudited *pro forma* condensed consolidated financial statements of the Combined Company, which adjustments are based on certain assumptions. Both the adjustments and the assumptions made in respect thereof are described in the notes to the unaudited *pro forma* condensed consolidated financial statements.

The following selected unaudited *pro forma* financial information and the unaudited *pro forma* condensed consolidated financial statements (included in Schedule "1" to Appendix "H" to this Circular) are presented for illustrative purposes only and are not necessarily indicative of: (i) the operating or financial results that would have occurred had the Arrangement actually occurred at the dates contemplated by the notes to the unaudited *pro forma* consolidated financial statements; or (ii) of the results expected in future periods. You should read the unaudited *pro forma* condensed consolidated financial information together with (i) Exopharm's audited consolidated financial statements for the year ended June 30, 2023, included in Schedule "1" to Appendix "G" to this Circular; and (ii) the audited consolidated financial statements of Tryp for the year ended August 31, 2023, which are available on SEDAR+ at www.sedarplus.ca under Tryp's profile.

See the unaudited *pro forma* financial statements of the Combined Company following completion of the Arrangement which gives effect to the Arrangement as set forth in Schedule "1" to Appendix "H" to this Circular.

| | Tryp Therpeutics Inc | Exopharm Limited | Pro Forma Adjustments | Resulting Issuer |
|---|---|---|---|---|
| | 31-Aug-23 | 30-Jun-23 | Note 2 | 31-Aug-23 |
| | $ | $ | $ | $ |
| **ASSETS** | | | | |
| Current | | | | |
| Cash and cash equivalents | 403,581 | 1,642,719 | 6,989,636 | 9,035,936 |
| Restricted cash | 43,631 | | 312 | 43,943 |
| Prepaids and advances | 60,994 | | 13,227 | 74,221 |
| Other receivables | 33,133 | 2,943,292 | (2,730,016) | 246,409 |
| Total Current Assets | 541,339 | 4,586,011 | 4,273,159 | 9,400,509 |
| | | | | |
| Non-Current | | | | |
| Property, plant & equipment | 0 | 1,010,705 | (796,671) | 214,034 |
| Intangible assets | 192,426 | 284,375 | (29,491) | 447,310 |
| Total Non-current Assets | 192,426 | 1,295,080 | (826,162) | 661,344 |
| **Total Assets** | 733,765 | 5,881,091 | 3,446,997 | 10,061,853 |
| | | | | |
| **LIABILITIES AND SHAREHOLDERS' EQUITY** | | | | |
| Current | | | | |
| Trade and other payables | 2,215,120 | 107,837 | (963,171) | 1,359,786 |
| Employee benefits payable | | 73,208 | | 73,208 |
| Borrowings | | 1,533,419 | (1,533,419) | 0 |
| Convertible debenture | 2,362,786 | | (2,362,786) | 0 |
| Derivitive liability | 381,079 | | | 381,079 |
| Total Current Liabilities | 4,958,985 | 1,714,464 | (4,859,376) | 1,814,073 |
| Non-current Employee benefits payable | | 39,684 | | 39,684 |
| **Total Liabilities** | 4,958,985 | 1,754,148 | (4,859,376) | 1,853,757 |
| | | | | |
| **Shareholders' Equity** | | | | |
| Share capital | 14,037,255 | 36,725,231 | (22,351,426) | 28,411,060 |
| Warrants | 710,397 | | 276,066 | 986,463 |
| Contributed surplus | 3,735,754 | 822,334 | (697,234) | 3,860,854 |
| Accumulated deficit | (23,194,038) | (33,420,622) | 31,078,967 | (25,535,693) |
| Accumulatedother comprehensive income | 485,412 | | | 485,412 |
| **Total Shareholders' Equity** | (4,225,220) | 4,126,943 | 8,306,373 | 8,208,096 |
| | | | | |
| **Total Liabilities and Shareholders' Equity** | 733,765 | 5,881,091 | 3,446,997 | 10,061,853 |

**Description of Capital Structure Following Completion of the Arrangement**

The completion of the Arrangement will not affect the authorized capital of Exopharm. The authorized share capital of Exopharm following the completion of the Arrangement will continue to consist of an unlimited number of Exopharm Shares. The rights attaching to the Exopharm Shares will continue to be the same as those prior to the completion of the Arrangement. For a description of the rights attaching to the Exopharm Shares, please see "*Description of Capital Structure*" in Appendix "G".

**Market for Securities Following Completion of the Arrangement**

Upon completion of the Arrangement, the Exopharm Shares will continue to be listed for trading on the ASX under the symbol "TYP". It is expected that the Tryp Shares will be delisted from the CSE concurrently with the completion of the Arrangement.

**Directors and Officers of Exopharm Following the Arrangement**

Upon completion of the Arrangement, it is anticipated that the Exopharm management team will consist of: (a) Jason Carroll, Chief Executive Officer; (b) James Gilligan, Chief Scientific Officer; (c) James O'Neill, Chief Financial Officer; (d) Peter Molloy as Chief Business Officer; and (e) David Franks, Corporate Secretary. The following individuals are anticipated to be on the board of directors of Exopharm: Mark Davies (Chairman), Clarke Barrow, Peter Molloy, P. Gage Jull, Chris Ntoumenopoulos, and Jason Carroll.

See "*Directors and Officers*" in Appendix "G" for information on the current directors of Exopharm and "*Information concerning the Meeting - Election of Directors of Tryp*" in the Circular for information on the current directors of Tryp.

**Principal Securityholders of Exopharm Following the Arrangement**

To the best knowledge of the directors and officers of Exopharm and Tryp, upon completion of the Arrangement, no person other than William J. Garner is expected to beneficially own, directly or indirectly or exercise control or direction over, more than 10% of the issued and outstanding Exopharm Shares. Assuming completion of the minimum Exopharm Capital Raise for AUD$6,000,000 and the conversion of AUD$1,200,000 in Tryp Convertible Debentures and AUD$3,390,000 in Tryp Convertible Notes, William J. Garner is expected to hold approximately 17.79% of the issued and outstanding Exopharm Shares. Assuming completion of the maximum Exopharm Capital Raise for AUD$6,500,000 and the conversion of AUD$1,200,000 in Tryp Convertible Debentures and AUD$3,390,000 in Tryp Convertible Notes, William J. Garner is expected to hold approximately 17.40% of the issued and outstanding Exopharm Shares

**Executive and Director Compensation**

Following the completion of the Arrangement, no material changes are expected to occur to the policies of Exopharm regarding executive and director compensation.

**Risk Factors Following Completion of the Arrangement**

If the Arrangement is completed, Exopharm will continue to face many of the risks that it currently faces and will also through its ownership of Tryp face many of the risks that Tryp currently faces, in each case with respect to each of Exopharm's and Tryp's respective business and affairs. For information concerning the risks faced by Tryp with respect to its business and affairs, please see "*Additional Information Concerning Tryp – Risk Factors*" in Appendix "F" to the Circular. For information concerning the risks faced by Exopharm with respect to its business and affairs, please see "*Risk Factors*" in Appendix "G". For information concerning risks associated with the Arrangement, please see "*Risks Associated with the Arrangement*" in the body of this Circular.

**Auditor**

Following completion of the Arrangement, it is expected that the independent auditors of Exopharm will continue to be William Buck Audit (Vic) Pty Ltd.

**Registrar and Transfer Agent**

Following completion of the Arrangement it is expected that the transfer agent and registrar of the Exopharm Shares will continue to be Automic Pty Ltd, at its principal office in Level 3, 50 Holt Street, Surry Hills NSW 2010.

* * *

**Schedule “1”**

(see materials attached hereto)

# TRYP THERAPEUTICS INC.

## (“Resulting Issuer”)

**Unaudited Pro Forma**

**Statement of Financial Position**

**(Expressed in Australian dollars)**

**As at August 31, 2023**

*Post Exopharm Limited’s transaction with Tryp Therapeutics Inc.*

*January 26, 2024*

# TRYP THERAPEUTICS INC.

(Resulting Issuer post Exopharm Limited transaction)

UNAUDITED PRO FORMA CONSOLIDATED STATEMENT OF FINANCIAL POSITION

As at August 31, 2023

(Expressed in Australian dollars)

## TRYP THERAPEUTICS INC.

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# TRYP THERAPEUTICS INC.

PRO FORMA CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
As at August 31, 2023
*(Unaudited - expressed in Australian dollars)*

| | Tryp Therpeutics Inc | Exopharm Limited | Pro Forma Adjustments | Resulting Issuer |
|---|---|---|---|---|
| | 31-Aug-23 | 30-Jun-23 | Note 2 | 31-Aug-23 |
| | $ | $ | $ | $ |
| **ASSETS** | | | | |
| Current | | | | |
| Cash and cash equivalents | 403,581 | 1,642,719 | 6,989,636 | 9,035,936 |
| Restricted cash | 43,631 | | 312 | 43,943 |
| Prepaids and advances | 60,994 | | 13,227 | 74,221 |
| Other receivables | 33,133 | 2,943,292 | (2,730,016) | 246,409 |
| Total Current Assets | 541,339 | 4,586,011 | 4,273,159 | 9,400,509 |
| | | | | |
| Non-Current | | | | |
| Property, plant & equipment | 0 | 1,010,705 | (796,671) | 214,034 |
| Intangible assets | 192,426 | 284,375 | (29,491) | 447,310 |
| Total Non-current Assets | 192,426 | 1,295,080 | (826,162) | 661,344 |
| **Total Assets** | 733,765 | 5,881,091 | 3,446,997 | 10,061,853 |
| | | | | |
| **LIABILITIES AND SHAREHOLDERS' EQUITY** | | | | |
| Current | | | | |
| Trade and other payables | 2,215,120 | 107,837 | (963,171) | 1,359,786 |
| Employee benefits payable | | 73,208 | | 73,208 |
| Borrowings | | 1,533,419 | (1,533,419) | 0 |
| Convertible debenture | 2,362,786 | | (2,362,786) | 0 |
| Derivitive liability | 381,079 | | | 381,079 |
| Total Current Liabilities | 4,958,985 | 1,714,464 | (4,859,376) | 1,814,073 |
| Non-current Employee benefits payable | | 39,684 | | 39,684 |
| **Total Liabilities** | 4,958,985 | 1,754,148 | (4,859,376) | 1,853,757 |
| | | | | |
| **Shareholders' Equity** | | | | |
| Share capital | 14,037,255 | 36,725,231 | (22,351,426) | 28,411,060 |
| Warrants | 710,397 | | 276,066 | 986,463 |
| Contributed surplus | 3,735,754 | 822,334 | (697,234) | 3,860,854 |
| Accumulated deficit | (23,194,038) | (33,420,622) | 31,078,967 | (25,535,693) |
| Accumulatedother comprehensive income | 485,412 | | | 485,412 |
| **Total Shareholders' Equity** | (4,225,220) | 4,126,943 | 8,306,373 | 8,208,096 |
| | | | | |
| **Total Liabilities and Shareholders' Equity** | 733,765 | 5,881,091 | 3,446,997 | 10,061,853 |

## 1. BASIS OF PRESENTATION

The unaudited Pro Forma Statement of Financial Position ("Pro Forma Statement of Financial Position") of Tryp Therapeutics Inc. (the "Corporation", "Tryp" or "Resulting Issuer") have been prepared by management for inclusion in the Management Information Circular for Tryp Therapeutics Inc. (CSE: TRYP) dated January XX, 2024, in conjunction with the arrangement agreement (the "Arrangement Agreement") with Exopharm Limited ("Exopharm" or the "Purchaser") (a company listed on the Australian Stock Exchange ("ASX"): EX1) dated as of **December 8, 2023**, pursuant to which Exopharm has agreed to acquire all of the issued and outstanding common shares in the capital of Tryp (the "Tryp Shares") in consideration of the issuance of 3.616 ordinary shares in the capital of Exopharm (the "Exopharm Shares") for each one (1) Tryp Share and each Tryp Convertible Security outstanding immediately prior to the effective time of the Arrangement will be exchanged for securities of Exopharm having substantially similar economic terms, in accordance with the rules of the ASX. The arm's length transaction will be completed by way of a statutory plan of arrangement under the Business Corporations Act (British Columbia) (the "Arrangement").

The Arrangement is subject to a number of closing conditions, including: the approval of the Court; the approval of the ASX and all other applicable third party and regulatory consents for the Arrangement; the Company obtaining the requisite approval of its securityholders; Exopharm obtaining the requisite approval of its shareholders; no more than 10% of the Company's shareholders exercising their rights of dissent in connection with the Arrangement, and the satisfaction of certain other closing conditions customary for a transaction of this nature.

The combined entity is expected to relist on the Australian Securities Exchange (the "ASX") in Q1 2024 subject to, among other conditions, receipt of the requisite approval of Exopharm shareholders and raising a minimum of AUD$6,000,000 under a public offering (the "Offering").

The Arrangement includes customary provisions, including non-solicitation, right to match, and fiduciary out provisions, as well as certain representations, covenants and conditions which are customary for a transaction of this nature. The Arrangement provides for a termination fee payable by either party in certain circumstances in the event the Arrangement does not close.

Exopharm, upon completion of the Arrangement, intends to seek shareholders' approval to change the name and operate under Tryptamine Therapeutics Inc., and continue the business of the Corporation.

There can be no assurance that the Arrangement and Offering will be completed as proposed or at all. In the opinion of management, the Pro Forma Statement of Financial Position includes all adjustments necessary for fair presentation of the Arrangements as described in this Pro Forma Statement of Financial Position.

The Pro Forma Statement of Financial Position of the Corporation has been compiled from the audited Statement of Financial Position as at June 30, 2023 for Exopharm in AUD and the audited Consolidated Statement of Financial Position of Tryp in CAD at August 31, 2023, which were converted to AUD at AUD/CAD exchange rate of CAD 0.89 and unaudited. The Pro Forma Statement of Financial Position has been prepared as if the Arrangement and Offering described in Note 2 had occurred on August 31, 2023 (the "Arrangement Date"). The Bank of Canada rates at June 30, 2023, August 31, 2023, Arrangement Agreement date of December 8, 2023 and December 29, 2023 were CAD 0.8814, CAD 0.8762, CAD 0.8941 and CAD 0.9001, respectively.

The accounting policies used in preparing the Pro Forma Statement of Financial Position are set out in Exopharm's audited financial statements for the year ended June 30, 2023 and Tryp's audited consolidated financial statements at August 31, 2023 and 2022, which have been prepared in

accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB). In preparing the Pro Forma Statement of Financial Position, a review of publicly available information was undertaken to identify accounting policy differences between Exopharm and Tryp. While management believes that the significant accounting policies of Exopharm and Tryp are consistent in all material respects, accounting policy differences may be identified upon completion of the proposed Arrangement.

The Pro Forma Statement of Financial Position is not necessarily indicative of the financial position that would have been achieved had the proposed Arrangement described in Note 2 and other pro forma adjustments occurred as assumed. Further, this Pro Forma Statement of Financial Position is not necessarily indicative of the consolidated financial position that may be attained in the future. The Pro Forma Statement of Financial Position should be read in conjunction with: (i) the description of the Arrangement and Offering in the Management Information Circular and (ii) the historical financial statements, together with the notes thereto, of Exopharm and Tryp referred to above which are included in the Management Information Circular and available at www.sedarplus.com

These consolidated financial statements are presented in Australian dollars, which is the functional currency of Exopharm and will be the functional currency of the Resulting Issuer. The functional currency of the Company is measured using the currency of the primary economic environment which the entity operates. The functional currency of Tryp Therapeutics Inc. is Canadian dollars (“CAD”). The functional currency of Tryp USA is U.S. dollars (“USD”).

The conversion of the Tryp Therapeutics Inc. audited consolidated statement of financial position at August 31, 2023 to AUD, based on the exchange rate of AUD/CAD $0.89 for assets and liabilities and the historical transaction exchange rates for shareholder’s equity items, resulted in an accumulated other comprehensive income of $485,412. The related adjustments are presented below:

**(Expressed in Australian dollars)**

| | Tryp Therpeutics Inc | AUD/CAD | Tryp Therpeutics Inc |
|---|---|---|---|
| | 31-Aug-23 | Adjustment | 31-Aug-23 |
| | CAD | | AUD |
| **ASSETS** | | | |
| Current | | | |
| Cash and cash equivalents | 359,187 | (44,394) | 403,581 |
| Restricted cash | 38,832 | (4,799) | 43,631 |
| Prepaids and advances | 54,285 | (6,709) | 60,994 |
| Other receivables | 29,488 | (3,645) | 33,133 |
| Total Current Assets | 481,792 | (59,547) | 541,339 |
| | | | |
| Non-Current | | | |
| Intangible assets | 171,259 | (21,167) | 192,426 |
| Total Non-current Assets | 171,259 | (21,167) | 192,426 |
| **Total Assets** | 653,051 | (80,714) | 733,765 |
| | | | |
| **LIABILITIES AND SHAREHOLDERS' EQUITY** | | | |
| | | | |
| Trade and other payables | 1,971,457 | (243,663) | 2,215,120 |
| Convertible debenture | 2,102,880 | (259,906) | 2,362,786 |
| Derivitive liability | 339,160 | (41,919) | 381,079 |
| **Total Liabilities** | 4,413,497 | (545,488) | 4,958,985 |
| | | | |
| **Shareholders' Equity** | | | |
| Share capital | 13,497,123 | (540,132) | 14,037,255 |
| Warrants | 655,000 | (55,397) | 710,397 |
| Contributed surplus | 3,526,796 | (208,958) | 3,735,754 |
| Accumulated deficit | (21,439,365) | 1,754,673 | (23,194,038) |
| Accumulated other comprehensive income | | (485,412) | 485,412 |
| **Total Shareholders' Equity** | (3,760,446) | 464,774 | (4,225,220) |
| | | | |
| **Total Liabilities and Shareholders' Equity** | 653,051 | (80,714) | 733,765 |

## 2. PRO FORMA ADJUSTMENTS

### Use of estimates and judgments

In preparing the Pro Forma Consolidated Statement of Financial Position, management has made judgments and estimates that affect the application of accounting policies and the reported amounts of assets and liabilities, income and expenses. Actual results could differ from these estimates, and as such, the estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised and the revision affects both the current and future periods. `

**(Expressed in Australian dollars)**

Pro Forma adjustments are summarized in the table below:

| | Adjustment | Adjustment | Adjustment | Adjustment | Adjustment | Pro Forma Adjustments |
|---|---|---|---|---|---|---|
| | A | B | C | D | E | Total |
| | $ | $ | $ | $ | $ | $ |
| **ASSETS** | | | | | | |
| Current | | | | | | |
| Cash and cash equivalents | 3,051,000 | 1,801,511 | (3,262,875) | 5,400,000 | | 6,989,636 |
| Restricted cash | | | 312 | | | 312 |
| Prepaids and advances | | | 13,227 | | | 13,227 |
| Other receivables | | (2,713,673) | (16,343) | | | (2,730,016) |
| Total Current Assets | 3,051,000 | (912,162) | (3,265,679) | 5,400,000 | | 4,273,159 |
| | | | | | | |
| Non-Current | | | | | | |
| Property, plant & equipment | | (796,671) | | | | (796,671) |
| Intangible assets | | (20,313) | (9,178) | | | (29,491) |
| Total Non-current Assets | | (816,984) | (9,178) | | | (826,162) |
| **Total Assets** | 3,051,000 | (1,729,146) | (3,274,857) | 5,400,000 | | 3,446,997 |
| | | | | | | |
| **LIABILITIES AND SHAREHOLDERS' EQUITY** | | | | | | |
| Current | | | | | | |
| Trade and other payables | | | (963,171) | | | (963,171) |
| Borrowings | | (1,533,419) | | | | (1,533,419) |
| Convertible debenture | (2,362,786) | | | | | (2,362,786) |
| Derivitive liability | | | | | | |
| Total Current Liabilities | (2,362,786) | (1,533,419) | (963,171) | | | (4,859,376) |
| Non-current benefits payable | | | | | | |
| **Total Liabilities** | (2,362,786) | (1,533,419) | (963,171) | | | (4,859,376) |
| **Shareholders' Equity** | | | | | | |
| Share capital | 4,755,974 | | | 5,223,600 | (32,331,000) | (22,351,426) |
| Warrants reserve | 99,666 | | | 176,400 | | 276,066 |
| Contributed surplus | | | | | (697,234) | (697,234) |
| Accumulated deficit | 558,146 | (195,727) | (2,311,686) | | 33,028,234 | 31,078,967 |
| **Total Shareholders' Equity** | 5,413,786 | (195,727) | (2,311,686) | 5,400,000 | 0 | 8,306,373 |
| **Total Liabilities and Shareholders' Equity** | 3,051,000 | (1,729,146) | (3,274,857) | 5,400,000 | 0 | 3,446,997 |
| | | | | | | |

*Adjustment A(i)* – Tryp issued convertible debentures for gross proceeds of $175,000 on October 11, 2023 and $3,215,000 on November 20, 2023 for total gross proceeds of $3,390,000. Cash issuance costs were $339,000, including broker fees of 6% of gross proceeds, resulting in net cash received of

$3,051,000. Upon completion of the Arrangement and Offering, the convertible debentures will be converted to 169,500,000 common shares of the resulting issuer based on $0.02 per share and the broker will be issued broker warrants equivalent to 4% of the common shares issued exercisable at $0.027 (135% of the issue price) for a three-year period. The value of the broker warrants was $99,666 using the Black-Scholes model with a risk free interest rate of 4.07% and volatility of 134.39%. Share capital increased by $2,951,334.

*Adjustment A(ii)* - Convertible debentures originally issued in April 2023 for gross proceeds of $2,400,000 and valued at August 31, 2023 at $2,362,787 will be converted to 120,000,000 common shares upon completion of the Arrangement and Offering of the resulting issuer based on $0.02 per share. Upon conversion, the value of the convertible debentures will be reduced by $2,362,787, and share capital and the accumulated deficit will increase by $1,804,640 and $588,146, respectively.

*Adjustment B* – On September 20, 2023, Exopharm received a Research and Development Tax Incentive (R&DTI) rebate of $2,713,673. Following receipt of the R&DTI rebate, Exopharm repaid a two tranche R&D loan facility held with Radium Capital totalling $1,533,419 plus interest of $11,290. Net cash increased by $1,168,964 and the accumulated deficit increased by $11,290.

Exopharm's excess property, plant and equipment (PP&E) was either sold or impaired from July through December, 2023 for aggregate gross proceeds of $632,547 and reduced the net book value of PPE by $796,671, resulting in a loss of $164,123. In addition, intangible assets were written down by $20,313.

*Adjustment C* – The net cash generated by activities described in Adjustments A and B above was significantly reduced by continued operations of Exopharm and Tryp. The cash used in operations from August 31, 2023 to January 31, 2024 is estimated to be $3,262,875, including the estimated reduction of trade and other payables by $963,171, minor adjustments to restricted cash, prepaids, other receivables and intangible assets, and approximately $2,311,686 in operating expenses, which increases the accumulated deficit by $2,311,686.

*Adjustment D* – The Offering for gross proceeds of $6,000,000 results in the issuance of 300,000,000 common shares at $0.02 per common share. Share issuance costs include, legal and consulting fees and 6% broker fees, resulting in net cash of $5,400,000. In addition, the Resulting Issuer will issue 12,000,000 broker warrants exercisable at $0.027 per common share for three years from the issue date. The Broker warrants value of $176,400 is estimated using the Black-Scholes model based on the following assumptions: (i) offering price of $0.02 per share; (ii) exercise price of $0.027 per share; (iii) period of 3 years; (iv) risk-free interest rate of 4.07%; (v) expected volatility of 134.39%; and dividend yield and forfeiture rates of 0%.

*Adjustment E* – Exopharm will acquire 100% of the issued and outstanding shares of Tryp pursuant to the Arrangement Agreement, in exchange for the issuance of 348,652,359 shares of Exopharm to the shareholders of Tryp, resulting in Tryp shareholders acquiring 66.5% of the Exopharm, before the conversion of Tryp's convertible debentures. As a result, Tryp will be the accounting acquirer and Exopharm will be the legal acquirer. . The reverse takeover nature of the Arrangement does not meet the definition of a business combination under IFRS 3 Business Combinations and accordingly will be accounted in accordance with IFRS 2, Share-based Payments with Tryp being the acquirer.

Tryp, as the accounting acquirer, does not recognize the book value of Exopharm's share capital of $36,725,231, contributed surplus of $822,334 and accumulated deficit of $34,403,392, including amounts referred to in Adjustment B and C above, resulting in an adjustment to eliminate the balances.

The Exopharm shares outstanding at June 30, 2023 are consolidated on a 2.5 to 1 basis in conjunction with the Arrangement, which reduces the Exopharm shares outstanding from 439,423,066 to 175,769,226 immediately prior to the completion of the Arrangement.

**(Expressed in Australian dollars)**

The assets and the liabilities acquired are to be recorded at their estimated fair market values at the time of the closing of the Arrangement and are based on preliminary management estimates. As such, the preliminary estimates of the consideration paid, based on the Offering share price of $0.025 per share for 175,769,226 post consolidation shares, or $4,393,981, the value of Exopharm share options to acquire 11,000,000 shares, for the net assets acquired, are subject to change.

Tryp's primary objectives for acquiring Exopharm via a reverse takeover transaction include (i) acquiring Exopharm's cash and net research and development tax credit (Adjustment B); (ii) an ASX listing and access to Exopharm's shareholder base; (iii) the opportunity for the concurrent Offering; and (iv) access to Australia's favourable research and development tax credits. The ASX transaction approval process includes relisting the resulting issuer's shares, not unlike an initial public offering process. Consequently, Tryp has determined that the consideration paid in excess of the fair market value of assets acquired shall be treated as a financing cost. The calculation of the financing cost related to the consideration paid for the assets received is summarized as follows:

| | | Number of Shares / Options | $ |
|---|---|---|---|
| **Net Assets deemed acquired** | | | **2,833,366** |
| | | | |
| **Consideration paid** | | | |
| Common shares issued | | 175,769,226 | |
| Consideration deemed paid - shares | | | 4,394,231 |
| Consideration - Options - Exopharm | | 11,000,000 | |
| Consideration deemed paid - options | | | 125,100 |
| **Consideration Total** | | | 4,519,331 |
| | | | |
| Financing cost re excess consideration over assets received before Exopharm equity elimination | | | **1,685,965** |

The value of Exopharm share options to acquire 11,000,000 shares is calculated using the Black-Scholes model based on dividend yields and forfeiture rates of nil and the following assumptions:

| Option Issue | Number of Options - Exopharm | Expiry date | Valuation Date | Remaining Life - Years | Deal Share Price | Exercise Price | Annual Risk Free Rate | Volatility Used | Total Option Value AUD |
|---|---|---|---|---|---|---|---|---|---|
| a. | 600,000 | 2025-11-09 | 2023-12-08 | 1.92 | $ 0.025 | $ 1.00 | 3.94% | **118.39%** | $ 540 |
| b. | 600,000 | 2025-11-09 | 2023-12-08 | 1.92 | $ 0.025 | $ 1.50 | 3.94% | **118.39%** | $ 300 |
| c. | 600,000 | 2025-11-09 | 2023-12-08 | 1.92 | $ 0.025 | $ 2.25 | 3.94% | **118.39%** | $ 180 |
| d. | 1,200,000 | 2026-11-12 | 2023-12-08 | 2.93 | $ 0.025 | $ 0.025 | 0.00% | **118.39%** | $ 23,280 |
| e. | 4,000,000 | 2027-12-01 | 2023-12-08 | 3.98 | $ 0.025 | $ 0.0375 | 3.26% | **118.39%** | $ 34,600 |
| f. | 2,000,000 | 2027-12-01 | 2023-12-08 | 3.98 | $ 0.025 | $ 0.050 | 3.26% | **118.39%** | $ 34,600 |
| g. | 2,000,000 | 2027-12-01 | 2023-12-08 | 3.98 | $ 0.025 | $ 0.075 | 3.26% | **118.39%** | $ 31,600 |
| | | | | | | | | | |
| | 11,000,000 | | | 3.528 | | $ 0.298 | | | $ 125,100 |

**(Expressed in Australian dollars)**

## 3. SHARE CAPITAL

Share capital of the Resulting Issuer, Tryp Therapeutics Inc. (to be renamed Tryptamine Therapeutics Limited), as at August 31, 2023 included in the unaudited pro forma consolidated statement of financial position is comprised of the items in table following, with references to Note 2 above.

| Pro Forma Adjustments | Notes | Number of Shares | Share Capital | Warrants Reserve | Contributed Surplus | Deficit | Accumulated Other Comprehensive Income | Total Equity |
|---|---|---|---|---|---|---|---|---|
| | | | $ | $ | $ | $ | | $ |
| Opening Balance at August 31, 2023 - AUD | | 96,417,437 | 14,037,255 | 710,397 | 3,735,754 | (23,194,038) | 485,412 | (4,225,220) |
| | | | | | | | | |
| Resulting Issuer shares carried forward from Exopharm before consolidation and transaction | | 439,423,066 | | | | | | |
| Consolidation at 2.5:1 | | (263,653,840) | | | | | | |
| Conversion of April 2023 Convertible debentures | 2(A) | 120,000,000 | 1,804,640 | | | | | 1,804,640 |
| Conversion of October and November 2023 Convertible debentures | 2(A) | 169,500,000 | 2,951,334 | 99,666 | | | | 3,051,000 |
| Concurrent Offering of gross proceeds of AU$6,000,000 at $0.025 per share | 2(D) | 300,000,000 | 5,223,600 | 176,400 | | | | 5,400,000 |
| Pro Forma activity adjustment total | 2(C) | | | | | (655,690) | | (655,690) |
| Shares issued in exchange for all issued and outstanding shares of Tryp | 2(E) | 348,652,359 | 4,519,331 | | | (1,685,965) | | 2,833,366 |
| Cancel original Tryp shares | 2(E) | (96,417,437) | | | | | | |
| Share options granted by Resulting Issuer based on existing Exopharm share option | 2(E) | | (125,100) | | 125,100 | | | 0 |
| | | | | | | | | |
| Totals | | 1,113,921,585 | 28,411,060 | 986,463 | 3,860,854 | (25,535,693) | 485,412 | 8,208,096 |

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