



**Depository Notice to Holders of Bionomics Limited American Depository Shares of ADS Exchange and Termination of Bionomics Limited ADR Program**

<b>ADSs:</b>	American Depository Shares (“ <u>ADSs</u> ”).
<b>Deposited Securities:</b>	Ordinary shares (the “ <u>Shares</u> ”), in the capital of Bionomics Limited, a public company limited by shares organized under the laws of Australia (the “ <u>Company</u> ”).
<b>ADS CUSIP Nos.:</b>	09063M205 (ADSs).* 09063M999 (Restricted ADSs).*
<b>Depository:</b>	Citibank, N.A.
<b>Deposit Agreement:</b>	Deposit Agreement, dated as of December 17, 2021, by and among the Company, the Depository and all Holders and Beneficial Owners of ADSs issued thereunder, as amended.
<b>Per ADS Share Deliverables:</b>	For each one ADS held as of the Final ADS Settlement Time, one-twelfth of one (1/12 <sup>th</sup> of 1) share of common stock (“ <u>Neuphoria Share(s)</u> ”) of Neuphoria Therapeutics Inc., a Delaware corporation (“ <u>Neuphoria</u> ”) (subject to (a) \$0.02 per ADS cancellation fee, (b) other fees and expenses payable by the holder thereof pursuant to the terms of the Deposit Agreement, and (c) applicable withholding taxes).
<b>Final ADS Settlement Time:</b>	December 24, 2024.

*\* ADS CUSIP No. and Restricted ADS CUSIP No. are provided as a convenience only and without any liability for accuracy.*

The Depository has been informed by the Company that all conditions to the transactions contemplated by the Scheme Implementation Agreement, dated October 1, 2024 (the “Transaction Agreement”) by and between the Company and Neuphoria, pursuant to which Neuphoria will acquire the entire issued and to be issued share capital of Bionomics by means of a court-sanctioned scheme of arrangement under Australian law (the “Scheme”) have been satisfied (or, to the extent permitted by applicable law, waived) and the Scheme became effective on December 16, 2024.

Each ADS as of the Final ADS Settlement Time represents the right to receive, in exchange for the cancellation of such ADS and payment of applicable ADS cancellation fees, the Per ADS Share Deliverables. Any entitlements to a fraction of a Neuphoria Share arising under the Per ADS Share Deliverables calculation will be rounded up or down to the nearest whole Neuphoria Share, as applicable, any entitlement to one-half of one Neuphoria Share will be rounded up to the

nearest whole Neuphoria Share and, if such rounding would result in a holder of ADSs receiving zero Neuphoria Shares, its entitlement will be rounded up to one Neuphoria Share.

ADSs held in The Depository Trust Company (“DTC”).

No affirmative action is required on your part (other than payment of the applicable ADS fees to the Depository via your bank, broker, nominee). DTC is requested to pay the applicable \$0.02 per ADS cancellation fee and to surrender the applicable ADSs to the Depository (by “*SCL Draw-Down*”) in exchange for the applicable aggregate Per ADS Share Deliverables, and to credit the applicable aggregate Per ADS Share Deliverables so received to the applicable DTC participants.

ADSs held in uncertificated form (other than in DTC).

No affirmative action is required on your part. The Depository has arranged for the cancellation of the ADSs registered in your name immediately following the effectiveness of the Scheme and will arrange for the delivery of the applicable aggregate Per ADS Share Deliverables that you are entitled to receive as a former holder of ADSs promptly after the Depository’s receipt from the Company of payment of the \$0.02 per ADS cancellation fee. If the Company does not remit the applicable ADS fees to the Depository prior to February 14, 2025, the Depository reserves the right (and intends) to sell your Neuphoria Shares as contemplated below.

Enclosed herewith, if applicable, is a statement of the ADS fees payable to the Depository.

Computershare Inc. (“Computershare”), in its capacity as share registrar for the Neuphoria Shares, will subsequently mail to you a Neuphoria Share transaction statement confirming the whole number of uncertificated Neuphoria Shares that have been registered in your name as part of the applicable aggregate Per ADS Share Deliverables and released following payment of the applicable ADS cancellation fees.

ADSs held in certificated form.

In order to receive the applicable aggregate Per ADS Share Deliverables, you will need to do each of the following:

- Complete, sign, and deliver to the Depository at the address specified therein a Letter of Transmittal (the “Letter of Transmittal”), in accordance with the instructions therein;
- Enclose the American Depositary Receipt(s) (“ADR(s)”) that evidence(s) your ADS(s) with the Letter of Transmittal; and
- Complete, sign, and deliver to the Depository at the address specified in the Letter of Transmittal a Form W-9 or Form W-8, as applicable, enclosed with the Letter of Transmittal in accordance with the instructions therein.

Please carefully read the instructions in the Letter of Transmittal before completing and signing the Letter of Transmittal and the applicable Form W-9 or Form W-8 and forwarding each

of them, together with the ADR(s), to the Depositary at the address specified in the Letter of Transmittal.

When we receive the completed and signed Letter of Transmittal, together with the ADRs evidencing your ADSs, and a Form W-9 or Form W-8, as applicable, and after the Depositary's receipt from the Company of payment of the \$0.02 per ADS cancellation fee, the Depositary will arrange for Computershare to mail to you a Neuphoria Share transaction statement confirming the whole number of uncertificated Neuphoria Shares that have been registered in your name as part of the applicable aggregate Per ADS Share Deliverables.

If you do not complete all of the steps described above, or if the Company does not make payment of the ADS cancellation fee described above, prior to February 14, 2025, the Depositary reserves the right (and intends) to sell your Neuphoria Shares as contemplated below.

Termination of the Deposit Agreement and sale of Neuphoria Shares.

The Deposit Agreement will terminate upon the expiration of sixty (60) days after the effective date of the Scheme (or if such sixtieth day after the effective date of the Scheme is not a business day, the next succeeding business day); provided that (i) Sections 5.8 and 6.2 of the Deposit Agreement shall survive the termination of the Deposit Agreement and (ii) the Depositary shall, after the date of the termination of the Deposit Agreement, continue to hold the Deposited Property (including the proceeds from the sale of the Per ADS Share Deliverables) for the pro rata benefit of the Holders whose ADSs have not theretofore been surrendered and shall distribute such Deposited Property upon a Holder surrendering any such ADSs in accordance herewith. Any actions you need to take to claim your aggregate Per ADS Share Deliverables as a holder of certificated ADSs need to be completed before that time. If you do not complete all actions to be so taken before the termination of the Deposit Agreement, the Depositary has the right (and intends) to sell the aggregate Per ADS Share Deliverables it holds on your behalf, and your ADR(s) will thereafter represent the right to receive, upon surrender of the ADR(s) to the Depositary the proceeds from the sale of the whole number of Neuphoria Shares received as Per ADS Share Deliverables on your behalf, in each case net of applicable fees, taxes, and expenses (including without limitation the ADS fees stipulated above).

Any questions concerning the exchange of ADSs should be addressed to Citibank, N.A., in its capacity as Depositary at +1-866-248-4237.

December 16, 2024

Citibank, N.A., as Depositary