

# MICROBA

Microba Life Sciences Limited  
ACN 617 096 652

## SUPPLEMENTARY PROSPECTUS

### 1. IMPORTANT NOTICE

This Supplementary Prospectus contains particulars of changes to, and supplements, the prospectus dated 11 February 2022 (**Prospectus**) issued by Microba Life Sciences Limited ACN 617 096 652 (**Microba**) in respect of the offer for the issue of 66,666,666 ordinary shares at \$0.45 each to raise \$30,000,000.

This Supplementary Prospectus is dated 10 March 2022 and was lodged with the Australian Securities and Investments Commission (**ASIC**) on that date. Neither ASIC nor the Australian Securities Exchange (**ASX**) take any responsibility as to the contents of this Supplementary Prospectus.

This Supplementary Prospectus must be read together with the Prospectus. To the extent of any inconsistency between this Supplementary Prospectus and the Prospectus, the provisions of this Supplementary Prospectus will prevail. Unless otherwise indicated, terms defined and used in the Prospectus have the same meaning in this Supplementary Prospectus. This Supplementary Prospectus will be available in electronic form on <https://www.microba.automicipo.com.au/>, with hard copies available by calling the Microba Information Line on 1300 288 664 (within Australia) or +61 (2) 9698 5414 (from outside Australia) between 8:30am and 5:00pm (Melbourne time), Monday to Friday.

This Supplementary Prospectus and the Prospectus are important documents that should be read together, in their entirety. If you have any questions about the Shares being offered under the Prospectus or any other matter, you should consult your professional advisors.

### 2. ADDITIONAL DISCLOSURE

The purpose of this Supplementary Prospectus is to provide disclosure that Microba has executed a Collaboration Agreement with the Queensland University of Technology (**QUT**) and the University of Newcastle (**University of Newcastle**).

The following new contract is added to the list of material contracts on page 15 of the Prospectus under the heading 'What agreements are material to Microba's business?'

- *UoN Collaboration Agreement between Microba Pty Ltd, Queensland University of Technology (**QUT**) and the University of Newcastle (**University of Newcastle**).*

A new clause 9.12 is included in the Prospectus containing a summary of the UoN Collaboration Agreement as follows:

#### **9.12 UON Collaboration Agreement**

*Microba Pty Ltd, Queensland University of Technology (QUT) and the University of Newcastle (University of Newcastle) have entered into a collaboration agreement (**UoN Collaboration Agreement**), which relates to the undertaking and delivery of a research project for the Commonwealth of Australia, represented by the Department of Defence (**Department of Defence**) pursuant to a separate contract between University of Newcastle and Department of Defence (**Head Agreement**). A summary of the material terms of the UoN Collaboration Agreement is set out below:*

- (a) (**Term**) The term of the UoN Collaboration Agreement ends on 10 January 2025.*
- (b) (**Purpose and Obligations**) To undertake a research project on behalf of the Department of Defence with a view to optimising the War-fighter cognobiome and create novel microbiome interventions to improve the cognitive performance of War-fighters (**Project**) as set out in the project plan with Department of Defence. In performing its obligations, Microba Pty Ltd has agreed to undertake its role diligently, competently and with due care and skill, ethically and in accordance with the Australian Code for Responsible Conduct of Research, as well as maintain*

accurate financial and intellectual property records as relevant to the Project. Microba Pty Ltd has also agreed to undertake its obligations in a manner which will not result in any breach by the University of Newcastle of its obligations to the Department of Defence under the Head Agreement.

- (c) **(Payments)** The UoN Collaboration Agreement provides for payment of fees to Microba Pty Ltd during the Term of AUD\$778,000 excluding GST.
- (d) **(Intellectual Property)** Each party remains the owner of its "Background IP" (being the intellectual property of the party existing prior to commencement of the Project), and provides the other parties with a non-exclusive, fee-free, royalty-free licence (including the right to sublicense) to use the Background IP (along with any improvements) to the extent necessary to undertake the Project and enable the University of Newcastle to comply with its obligations under the Head Agreement. Any "Project IP" (being the intellectual property which is created or developed by the parties, or results from the conduct of the Project, excluding Background IP) vests in the parties on creation as tenants-in-common in shares proportionate to each party's inventive or creative contribution to the development of the Project IP, with each party providing the other party a non-exclusive, perpetual, irrevocable, fee-free, royalty-free, non-transferrable licence to use, reproduce, adapt, modify and communicate the Project IP for the purposes of undertaking the Project and for research, education and publication. The UoN Collaboration Agreement restricts the ability of parties to commercialise intellectual property derived from or incorporating the Project IP (**Commercial Project IP**) and provides Microba Pty Ltd with an exclusive first option to negotiate an agreement to licence the Commercial Project IP.
- (e) **(Termination)** The UoN Collaboration Agreement may be terminated by the parties at any time by mutual agreement in writing. Further, any party may terminate the UoN Collaboration Agreement if a party breaches a term of the UoN Collaboration Agreement and does not remedy such breach within 14 days', or, where a party suffers an insolvency event. Further, where the Head Agreement is terminated, or the scope of such agreement is reduced, the UoN Collaboration Agreement will terminate, or similarly reduced in scope (as applicable).
- (f) **(Responsibility and liability)** The parties broadly indemnify one another for losses arising from the UoN Collaboration Agreement, with such liability of a party reduced proportionate to the other party's contribution to the loss. Further Microba and QUT indemnify University of Newcastle for breaches of the Head Agreement caused by Microba or QUT.

### 3. CONSENTS

Microba confirms that as at the date of this Supplementary Prospectus, each of the parties that have been named as having consented to being named in the Prospectus have not withdrawn that consent.

### 4. NO INVESTOR ACTION REQUIRED

Microba is of the view that they do not consider the content of this Supplementary Prospectus to be materially adverse to investors and, in fact, is in the interest of investors as the UoN Collaboration Agreement provides a further revenue stream to Microba. On the basis of the above, no action presently needs to be taken by investors who have already applied for Shares under the Prospectus to the date of this Supplementary Prospectus.

### 5. DIRECTORS' AUTHORISATIONS

This Supplementary Prospectus is issued by Microba and its issue has been authorised by a resolution of its Directors. The Directors believe that the Prospectus when read together with this Supplementary Prospectus contains all the information that would be required by sections 710 and 711 of the Corporations Act and does not contain any material statement that is misleading or deceptive.

In accordance with section 720 of the Corporations Act, each Director has consented to the lodgement of this Supplementary Prospectus with ASIC and has not withdrawn that consent prior to lodgement.

Dated: 10 March 2022

Signed for and on behalf of Microba Life Sciences Limited



**Pasquale Rombola**  
Chair  
Microba Life Sciences Limited