

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Altery Therapeutics Limited (Altery)

ACN/ARSN 080 699 065

1. Details of substantial holder (1)

Name Life Biosciences LLC and each of its controlled entities listed in the Schedule (Controlled Entities)

ACN/ARSN (if applicable) Not applicable

There was a change in the interests of the
substantial holder on 18/03/2022
The previous notice was given to the company 09/07/2021
The previous notice was dated 09/07/2021

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary Shares	269,905,533	11.2%	243,396,873	10.1%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
As set out in Annexure A	Life Biosciences LLC and its Controlled Entities Listed in the Schedule	Decrease in relevant interest through sales under 10b5-1 trading plan implemented by company under U.S. securities laws (attached as Annexure B)	As set out in Annexure A	As set out in Annexure A	As set out in Annexure A

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Life Biosciences LLC and its Controlled Entities Listed in the Schedule	Life Biosciences LLC	Life Biosciences LLC	Registered holder of Altery Ordinary Shares	243,396,873 Ordinary Shares represented by 4,056,614 American Depository Shares	10.1%

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Alterity Therapeutics Limited	Level 3, 460 Bourke Street, Melbourne Vic, 3000
Life Biosciences LLC	75 Park Plaza, 3 rd Floor, Boston MA 02116 USA
Controlled Entities of Life Biosciences LLC	See the Schedule

Signature

print name	Ivan Kaplan	capacity	Assistant Secretary
sign here		date	March 22, 2022

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included on any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Schedule

The following entities are associates of Life Biosciences LLC as they are controlled by Life Biosciences LLC:

Name of Controlled Entity	Address of Controlled Entity
Continuum Biosciences, Inc.	75 Park Plaza, Third Floor, Boston, MA 02116
Iduna Therapeutics, Inc.	75 Park Plaza, Third Floor, Boston, MA 02116
Jumpstart Fertility, Inc.	75 Park Plaza, Third Floor, Boston, MA 02116
Life Biosciences Inc.	75 Park Plaza, Third Floor, Boston, MA 02116
Life Lua Technologies, Inc.	75 Park Plaza, Third Floor, Boston, MA 02116
Selphagy Therapeutics, Inc.	75 Park Plaza, Third Floor, Boston, MA 02116

This is the Schedule of 1 page referred to in the Form 604, Notice of change of interests of substantial holder signed by me and dated March 22, 2022.



Ivan Kaplan
Assistant Secretary
Life Biosciences LLC

Annexure A

This is Annexure A of 1 page referred to in *Form 604: Notice of change of interests of substantial holder*.

Trade Date	Settlement Date	Shares Sold*	Share Price	Consideration
2/3/2022	4/3/2022	17,536	\$0.8202	\$14,383.03
3/3/2022	7/3/2022	38,471	\$0.8062	\$31,015.32
4/3/2022	8/3/2022	80,696	\$0.7579	\$61,159.50
7/3/2022	9/3/2022	41,066	\$0.7503	\$30,811.82
9/3/2022	11/3/2022	30,191	\$0.7505	\$22,658.35
10/3/2022	14/3/2022	16,921	\$0.7502	\$12,694.13
15/3/2022	17/3/2022	46,663	\$0.7026	\$32,785.42
16/3/2022	18/3/2022	91,470	\$0.7064	\$64,614.41
17/3/2022	21/3/2022	20,690	\$0.7211	\$14,919.56
18/3/2022	22/3/2022	49,202	\$0.7522	\$37,009.74
21/3/2022	23/3/2022	8,905	\$0.7596	\$6,764.24

*Denominated in American Depositary Shares



Signature of Ivan Kaplan, Assistant Secretary

22 March 2022

Date

This is Annexure B of 5 pages referred to in *Form 604: Notice of change of interests of substantial holder* signed by me and dated 22 March 2022.

I certify that this is a true copy of the original contract.



Signature of Ivan Kaplan, Assistant Secretary

Alterity Stock Sale Plan for Life Biosciences LLC

This Stock Sale Plan (this “*Plan*”) is entered into this third day of January 2022 (“*Adoption Date*”) between Life Biosciences LLC (the “*Participant*”) and Piper Sandler & Co. (the “*Broker*”).

Recitals

The Participant desires to establish this Plan to sell American Depositary Shares (the “*Stock*”), of Alterity Therapeutics Ltd. (the “*Issuer*”).

The Participant desires to engage the Broker to effect sales of shares of the Stock in accordance with this Plan.

The Stock is principally traded on the NASDAQ Capital Market (the “*Exchange*”).

Agreement

Therefore, the Participant and the Broker hereby agree as follows:

1. The Broker shall use its best efforts, consistent with ordinary principles of best execution, to effect planned transactions in the Stock (each, a “*Planned Transaction*”) pursuant to the instructions set forth on Attachment A (the “*Instructions*”) commencing on the date set forth in the Instructions.

Subject to the Instructions, the Broker shall in its sole discretion choose the time(s) at which Planned Transaction(s) shall occur, whether to effect a Planned Transaction in bulk sales or smaller increments depending on market demand and the price at which any Planned Transaction is effected. All shares shall be traded on a not-held basis. The sale of the Stock pursuant to this Plan shall be executed by the Broker without prior consultation with or notice to the Participant. If any of the Instructions, either read separately or read in conjunction with the rest of this Plan, would result in conflicting, ambiguous or confusing directions, the Participant hereby authorizes the Broker to use its discretion to effect that portion of the Instructions as the Broker so determines.

2. This Plan shall become effective on the date hereof and shall terminate as described in Attachment A. Notwithstanding the provisions in Attachment A, the Participant may terminate this Plan at any time by providing written notice of termination prior to the requested date of termination.

3. The Participant understands that if the Broker is not able to effect part or all of a Planned Transaction due to a market disruption or a legal, regulatory, or contractual restriction applicable to the Broker or due to the exercise of any time/price discretion granted to the Broker under this Plan, then such Planned Transaction shall be canceled and shall not be effected pursuant to this Plan. The Broker shall effect such Planned Transaction, or part thereof, as promptly as practical after the cessation or termination of such market disruption, applicable

restriction, or other event, provided that no such Planned Transaction shall be effected after the termination of this Plan.

4. The Participant represents and warrants that he or she:

(a) is not currently aware of any material nonpublic information with respect to the Issuer or any securities of the Issuer (including the Stock) and during the term of the Plan will not, directly or indirectly, communicate any material nonpublic information relating to the stock or the Issuer to any employee of the Broker);

(b) is not subject to any legal, regulatory, or contractual restriction or undertaking that would prevent the Broker from conducting the Planned Transactions in accordance with this Plan;

(c) is entering into this Plan in good faith and not as part of a plan or scheme to evade the prohibitions of SEC Rule 10b5-1;

(d) owns free and clear of any liens, claims, encumbrances or other restrictions the shares of Stock to be sold under this Plan subject, in the case of shares of Stock underlying stock options to be exercised pursuant to this Plan, only to the compliance by the Participant with the exercise provisions of such options;

(e) [check one] is is not an affiliate of the Issuer for purposes of SEC Rule 144; and

(f) is currently able to purchase and sell shares of Stock in accordance with the Issuer's insider-trading policies.

Check this box if the Participant is using funds from a trust for the benefit of the Participant or the Participant's family members to exercise stock options to acquire the shares of Stock to be sold under this Plan. By checking this box, the Participant represents that he or she has the right under the terms of the stock option to exercise the stock option in such manner.

5. The Participant shall immediately notify the Broker if the Participant becomes subject to a legal, regulatory, or contractual restriction or undertaking that would prevent the Broker from making Planned Transactions under this Plan, and, in such a case, the Participant and the Broker shall cooperate to amend or otherwise revise this Plan to take account of the restriction or undertaking (but neither party shall be obligated to take any action that would be inconsistent with SEC Rule 10b5-1(c)).

6. It is the parties' intent that this Plan comply with the requirements of SEC Rule 10b5-1(c)(1) and this Plan shall be interpreted to comply with the requirements thereof. Any provision of this Plan that cannot be construed in accordance with Rule 10b5-1(c) shall be void.

7. If the Participant is an "affiliate" of the Issuer for purposes of SEC Rule 144, as represented by the Participant above, then the Broker agrees to conduct all Planned Transactions

in accordance with the manner-of-sale requirement of Rule 144, and in no event shall the Broker effect any such Planned Transaction if it would exceed the then-applicable volume limitation under Rule 144, assuming that the sales under this Plan are the only sales subject to that limitation. The Participant agrees not to take, and agrees to cause any person or entity with which he or she would be required to aggregate sales of Stock under Rule 144 not to take, any action that would cause any such sale not to comply with Rule 144. As a courtesy to Participant, Broker shall prepare and, subject to Participant's review if requested, file one Form 144 at the beginning of each three-month period, commencing with the first sale, covering the estimated number of shares of Stock to be sold pursuant to this Plan during such three-month period. Participant hereby grants Broker a power of attorney to complete and/or file on behalf of Participant any required Forms 144.

8. The Participant acknowledges that the Issuer may suspend the Planned Transactions at such times and for such periods as may be advisable to ensure compliance with, among other things, applicable securities laws and regulations, rules of the Exchange, or contractual or accounting requirements in connection with acquisitions or dispositions by the Issuer or the Issuer's purchases or sales of its securities. Any such suspension shall be communicated to the Broker in writing by the Issuer's General Counsel or other appropriate compliance officer and shall contain an acknowledgment that such suspension is being made in accordance with Rule 10b5-1(c).

9. The Broker agrees not to use any information about the Planned Transactions in connection with purchases or sales of, or trading in, any securities of the Issuer, or derivative securities thereof, or provide other people with such information or recommend that other people buy or sell securities based upon such information.

10. The Participant agrees to make all filings required under Sections 13(d) and 16 of the Securities Exchange Act of 1934 (*e.g.*, Forms 4 and 5) with respect to the Planned Transactions, if applicable. The Broker shall have no responsibility for any such filings. However, in order to allow Participant to timely make such filings, the Broker shall notify the designated individuals of the Participant of the relevant trade details of any Planned Transaction no later than 24 hours from the date of execution of such Planned Transaction. The Broker will notify the following designated individual(s) by email:

Ivan Kaplan
E-mail address: ivan@lifebiosciences.com
Phone Number: 206-218-5892

Amit Shashank
E-mail address: amit@lifebiosciences.com
Phone Number: 646-267-0231

11. The Participant agrees that the Issuer may publicly disclose the existence and terms of this Plan to the extent required by law.

12. All share numbers and dollar amounts set forth in this Plan shall automatically be adjusted to reflect stock splits, stock dividends, and similar events occurring after the date hereof.

13. The Participant may trade in securities of the Issuer in addition to the Planned Transaction, provided that the Participant complies with the insider-trading policies of the Issuer and applicable regulatory requirements and the Participant does not enter into or alter a corresponding or hedging transaction or position with respect to the Planned Transactions. The Participant agrees to promptly notify the Broker of any transaction in the Stock by the Participant other than a Planned Transaction pursuant to this Plan.

14. This Plan may be amended only by a writing executed by the Participant and the Broker. Any such writing with respect to such amendment shall contain the Participant's representation that he or she knows of no material nonpublic information regarding the Issuer or any of its securities (including the Stock) as of the date thereof.

IN WITNESS WHEREOF, the undersigned have signed this Plan as of the date first written above.

PARTICIPANT

LIFE BIOSCIENCES LLC

By: /s/ Amit Shashank
Name: Amit Shashank
Title: General Counsel

PIPER SANDLER & CO.

By: /s/ Mark Cieciora
Name: Mark Cieciora
Title: Managing Director