

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of  
The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): November 3, 2017

**DELMAR PHARMACEUTICALS, INC.**  
*(Exact name of registrant as specified in its charter)*

---

**Nevada**

*(State or other jurisdiction  
of incorporation)*

---

**000-54801**

*(Commission  
File Number)*

---

**99-0360497**

*(IRS Employer  
Identification No.)*

---

**Suite 720-999 West Broadway Vancouver, British Columbia,  
Canada**

*(Address of principal executive offices)*

---

**V5Z 1K5**

*(Zip Code)*

Registrant's telephone number, including area code: **(604) 629-5989**

**Not Applicable**

*(Former name or former address, if changed since last report.)*

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

---

---

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On November 3, 2017, the Board of Directors (the “Board”) of DelMar Pharmaceuticals, Inc. (the “Company”) determined it was in the best interest of the Company and its stockholders to bifurcate the offices of President and Chief Executive Officer of the Company to further strengthen the Company’s management team and governance structure. Effective November 3, 2017, the Board named Saiid Zarrabian, a current member of the Board, as Interim Chief Executive Officer for a one year term, commencing on November 3, 2017 (the “Term”). Jeffrey Bacha will retain his position as President of the Company and a member of the Board and will also serve as the Company’s Chief Operating Officer. In connection with Mr. Zarrabian’s appointment as Interim Chief Executive Officer, Mr. Zarrabian will continue to serve as a director of the Company but will no longer serve on the Board’s Audit Committee and Corporate Governance and Compensation Committee. Lynda Cranston will replace Mr. Zarrabian on the Company’s Audit Committee and John Bell will replace Mr. Zarrabian on the Company’s Corporate Governance and Compensation Committee. A copy of the press release announcing the appointment of Mr. Zarrabian is attached as Exhibit 99.1 to this Current Report on Form 8-K.

In connection with his appointment as Interim Chief Executive Officer, Mr. Zarrabian and the Company entered an agreement (the “Agreement”) pursuant to which he will receive an annualized payment of \$280,000 (the “Annual Fee”) and will be eligible to receive a bonus targeted up to 30% of the Annual Fee which may be adjusted by the Board based on his individual performance and the Company’s performance as a whole, with such performance targets to be established by the Board. Upon execution of the Agreement, the Company paid Mr. Zarrabian an advance of \$45,000 of the Annual Fee (the “Advance”). In addition, on November 3, 2017, Mr. Zarrabian received an option award to purchase 120,000 shares of the Company’s common stock, par value \$0.001 per share (the “Option Award”). The options have an exercise price of \$0.87 per share and vest in equal monthly installments over the course of 12 months.

In the event the Agreement is terminated by the Company in certain circumstances for cause, Mr. Zarrabian will be entitled to receive the portion of his then-accrued Annual Fee and any outstanding and unpaid expenses as set forth in the Agreement. In the event of any such termination for cause, Mr. Zarrabian agrees to repay any unearned portion of the Advance on a pro rata basis, based on the portion of the Term that remains outstanding at the time of termination. In the event the Agreement is terminated other than as a result of (i) Mr. Zarrabian’s voluntary resignation or (ii) for cause by the Company, all shares that are not previously vested under the Option Award will vest upon such termination. If Mr. Zarrabian terminates the Agreement by voluntary resignation, or if the Company terminates the Agreement for cause, the un-vested portion of the Option Award will be forfeited. Mr. Zarrabian will be subject to customary post-termination restrictive covenants in favor of the Company including confidentiality, non-competition and non-solicitation covenants.

The foregoing is a summary of the material terms of the Agreement and does not purport to be complete. A copy of the Agreement is attached as Exhibit 10.1 to this Current Report on Form 8-K.

Since October 2016, Mr. Zarrabian, 65, has served as an advisor to Redline Capital Partners, S.A., a Luxemburg based biotechnology and pharmaceuticals-focused investment firm. From October 2013 to August 2014, Mr. Zarrabian served as chairman of La Jolla Pharmaceutical Company (NASDAQ: LJPC), a biopharmaceutical company focused on innovative therapies intended to significantly improve outcomes in patients suffering from life-threatening disease, where he also served as a board member beginning in 2012. From 2012 to 2013, Mr. Zarrabian served as president of the Protein Production Division of Intrexon Corporation (NYSE: XON), a synthetic biology company. From 2010 to 2012, Mr. Zarrabian served as chief executive officer, president and member of the board of Cytellect, Inc., a stem cell processing and visualization instrumentation company. Mr. Zarrabian’s scientific and business executive knowledge and experience qualify him to serve on the Company’s Board.

There are no family relationships between Mr. Zarrabian and any other executive officers or directors of the Company. Mr. Zarrabian was not appointed Interim Chief Executive Officer pursuant to any arrangement or understanding with any other person and does not have any reportable transactions under Item 404(a) of Regulation S-K.

Mr. Bacha, 49, has served as the Chief Executive Officer and President of the Company since January 2013, and director of the Company since February 11, 2013. Prior to his service with the Company, Mr. Bacha served as the Chief Executive Officer and President of Del Mar Pharmaceuticals (BC) Ltd. from April 2010 until its acquisition by the Company in January 2013. From July 2006 to August 2009, Mr. Bacha was Executive Vice President Corporate Affairs and Chief Operating Officer at Clera, Inc. From March 2005 to July 2006 Mr. Bacha was Consultant and held various positions at Clera Inc., Urigen Holdings Inc. and XBiotech, Inc. From July 2002 to February 2005, Mr. Bacha served as President and CEO of Inimex Pharmaceuticals, a venture backed company focused on the development of novel treatments to combat infection. Mr. Bacha holds an MBA from the Goizueta Business School at Emory University and a degree in BioPhysics from the University of California, San Diego. Mr. Bacha's experience as one of the Company's founders and Chief Executive Officer qualifies him to serve on the Company's Board.

There are no family relationships between Mr. Bacha and any other executive officers or directors of the Company. Mr. Bacha was not appointed Chief Operating Officer pursuant to any arrangement or understanding with any other person and does not have any reportable transactions under Item 404(a) of Regulation S-K.

Also on November 3, 2017, the Company entered into Indemnification Agreements with each of its directors and executive officers. The Indemnification Agreements, subject to limitations contained therein, will obligate the Company to indemnify the directors and officers to the fullest extent permitted by applicable law, for certain expenses, including attorneys' fees, judgments, penalties, fines and settlement amounts actually and reasonably incurred by them in any threatened, pending or completed action, suit, claim, investigation, inquiry, administrative hearing, arbitration or other proceeding arising out of their services as a director or executive officer. Subject to certain limitations, the Indemnification Agreement provides for the advancement of expenses incurred by the indemnitee, and the repayment to the Company of the amounts advanced to the extent that it is ultimately determined that the indemnitee is not entitled to be indemnified by the Company. The Indemnification Agreement also creates certain rights in favor of the Company, including the right to assume the defense of claims and to consent to settlements. The Indemnification Agreement does not exclude any other rights to indemnification or advancement of expenses to which the indemnitee may be entitled under applicable law, the certificate of incorporation or bylaws of the Company, any agreement, or otherwise.

The foregoing is a summary of the material terms of the Indemnification Agreement and does not purport to be complete. A copy of the Form of Indemnification Agreement is attached as Exhibit 10.2 to this Current Report on Form 8-K.

#### **Item 5.08. Shareholder Director Nominations.**

The Board has established February 8, 2018 as the date of the Company's 2018 Annual Meeting of Stockholders (the "2018 Annual Meeting"). Accordingly, if a stockholder intends to nominate a candidate for election to the Board or to propose other business for consideration at the 2018 Annual Meeting to be included in the Company's proxy statement relating to the 2018 Annual Meeting (including a proposal made pursuant to Rule 14a-8 promulgated under the Securities Exchange Act of 1934, as amended) such notice must be received by the Company at its principal executive offices no later than the close of business on November 30, 2017, which the Company has determined to be a reasonable time before it expects to begin to distribute its proxy materials prior to the 2018 Annual Meeting. Any such proposal must also meet the requirements set forth in the rules and regulations of the Securities and Exchange Commission in order to be eligible for inclusion in the proxy materials for the 2018 Annual Meeting.

#### **Item 9.01 Exhibits.**

10.1 [Agreement, effective as of November 3, 2017 between the Company and Mr. Zarrabian](#)

10.2 [Form of Indemnification Agreement](#)

99.1 [Press Release, dated November 7, 2017](#)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**DELMAR PHARMACEUTICALS, INC.**

Date: November 8, 2017

By: /s/ Saiid Zarrabian

Name: Saiid Zarrabian

Title: Interim Chief Executive Officer

Exhibit Index

10.1 [Agreement, effective as of November 3, 2017 between the Company and Mr. Zarrabian](#)

10.2 [Form of Indemnification Agreement](#)

99.1 [Press Release, dated November 7, 2017](#)



**CONSULTING SERVICES AGREEMENT**

This Agreement is made effective as of the 3<sup>rd</sup> day of November, 2017.

**BETWEEN:**

**DELMAR PHARMACEUTICALS INC. and DELMAR PHARMACEUTICALS (BC) LTD.**  
Suite 720 – 999 West Broadway  
Vancouver, BC V5Z 1K5

(together the “Company”)

**AND:**

**SAIID ZARRABIAN**

[•]

[•]

Phone: [•]

(the “Consultant”)

**WITNESSES THAT WHEREAS:**

- A. The Company is involved in the development and commercialization of new cancer therapies; and
- B. The Company wishes to retain the services of the Consultant and the Consultant has agreed to provide such services on the terms and conditions hereinafter set forth.

**THEREFORE**, in consideration of the following representations and covenants, the sufficiency of which is acknowledged by each party, the parties agree on the following terms:

**1. Employment**

1.1 The Company hereby agrees to retain the Consultant to provide services consistent with the position of Chief Executive Officer of the Company and the Consultant hereby agrees to provide such services on the terms and conditions herein.

1.2 The Consultant shall report to the Board of Directors of the Company (the “Board”), shall be responsible for the day-to-day operations of the Company and its affiliates, and shall perform the duties assigned to him from time to time by the Board that are consistent with his position.

1.3 It is agreed that the Consultant will primarily perform the services either from his residence or the Company's offices in Menlo Park, California, but shall periodically attend at the offices of the Company in Vancouver, British Columbia as required to attend meetings with Consultants, customers, suppliers, investors, and/or other stakeholders and to inspect the Canadian operations.

1.4 Throughout the term of this Agreement, the Consultant shall:

- (a) diligently, honestly, and faithfully serve the Company and shall use his best efforts to promote and advance the interests and goodwill of the Company;
- (b) conduct himself at all times in a manner which is not prejudicial to the Company's interests;
- (c) devote his full time and attention to the business and affairs of the Company as is necessary to fulfil his obligations hereunder;
- (d) refrain from engaging in any activity which shall in any manner, directly or indirectly, compete with the trade or business of the Company;
- (e) comply and conduct himself in accordance with all Consultant policies and procedures established by the Company from time to time; and
- (f) undertake and/or delegate all senior administrative responsibilities pertaining to the day-to-day operations of the Company, in accordance with the policies established by the Board.

1.5 The Company acknowledges and agrees that the Consultant currently sits as a member of the Investment Committee for Redline Capital Partners SA in an advisory role and as a consultant. The Consultant is also a candidate to join the board of directors of Peregrine Pharmaceuticals and shall continue to do so (or commence doing so upon election to the Board of Peregrine Pharmaceuticals) provided it creates no conflict of interest with his duties to the Company. The Consultant may sit on the board of directors of other companies or organizations with the written consent of the Board.

1.6 The Consultant shall at all times be an independent contractor. The Consultant is not the employee or agent of the Company and no partnership, joint venture or agency will be created by this Agreement or by any action of the parties under this Agreement and the Consultant shall not represent himself to be in any such relationship with the Company.

1.7 The Consultant acknowledges and agrees that he shall be responsible for payment to the proper authorities of any and all income taxes, and other statutory withholding or premiums applicable to the Consultant in respect of the remuneration paid hereunder.

1.8 If at any time the Canada Revenue Agency, the Internal Revenue Service or any other competent authority determines that the Consultant is an employee of the Company, then the Company will immediately begin making all statutorily required withholdings and remittances in respect of payments to the Consultant.

1.9 The Consultant acknowledges and agrees that he is a fiduciary of the Company. Without in any way limiting the scope of the Consultant's fiduciary obligations to the Company, the Consultant agrees that, at all times during the term of this Agreement, the Consultant shall not engage in competition with the Company, its affiliates or subsidiaries, aid others in any unfair competition with the Company, its affiliates or subsidiaries, in any way breach the confidence that the Company has placed in the Consultant, misappropriate any proprietary or confidential information of the Company, or misappropriate any corporate opportunities of the Company.

## **2. Term**

2.1 The Consultant's engagement hereunder shall commence on November 3, 2017 and shall continue until November 2, 2018 (the "Term"), unless terminated earlier in accordance with the terms of section 4 of this Agreement. Other than as set out in this Agreement, no further compensation, remuneration or benefits shall be payable to the Consultant upon this expiration of the Term. The Term can only be extended or renewed on the express written agreement of both parties.

## **3. Remuneration**

### **3.1 Remuneration**

3.1.1 During the Term, the Company shall pay to the Consultant a fee of \$280,000 per annum ("Annual Fee").

3.1.2 The Company shall pay to the Consultant an advance on the Annual Fee of \$45,000 upon the execution of this Agreement. The Consultant agrees to use the net proceeds of this payment to purchase common shares of the Company. In the event that this Agreement is terminated for cause before the end of the Term, the Consultant agrees to repay the unearned portion of this advance on a pro rata basis, based on portion of the Term that remains outstanding at the time of termination.

3.1.3 The Company shall pay the remaining annualized Annual Fee of \$235,000 in equal monthly payments over the course of the Term, unless terminated earlier in accordance with section 4 of this Agreement.

3.1.4 Subject to the approval of the Board, the Company shall issue to the Consultant options to purchase 120,000 common shares of the Company at an exercise price set by the Board and which will vest in 12 equal monthly instalments over the course of the Term. If the Agreement is terminated other than as a result of a voluntary resignation by the Consultant or for cause, then all outstanding options shall vest immediately. Vesting ceases immediately upon a voluntary resignation or a termination for cause. The vesting and exercise of these stock options shall otherwise be subject to the terms and conditions of the Company's stock option plan.

### **3.2 Success Fee**

3.2.1 Upon the expiration of the Term, the Consultant shall be eligible for a one-time success fee of up to 30% of the Annual Fee based on milestones to be achieved over the Term to be set by the Board in consultation with the Consultant.



3.2.2 In addition, the Consultant retains rights under the previously granted Performance Stock Units as specified under his prior Board agreement and appointment.

3.3 Reimbursement of Business Expenses

The Company shall reimburse the Consultant for all reasonable expenses and properly incurred by the Consultant in the performance of his duties for the Company. The Consultant shall furnish to the Company such statements, vouchers and other expenses as the Company may reasonably require.

3.4 Vacation

The Consultant shall be entitled to take thirty (30) days of paid vacation during the Term without any reduction in the Annual Fee paid to the Consultant hereunder. Any unused vacation will be paid to the Consultant upon the expiration of the Term. The Consultant will inform the company in writing of any vacation time taken during the Term.

**4. Termination**

4.1 The Company may terminate the Consultant's engagement under this Agreement at any time for cause. If this Agreement and the Consultant's engagement are terminated for cause, no notice, salary, compensation, benefits, allowances or pay in lieu of notice shall be paid or payable to the Consultant after or as a result of such termination other than the Annual Fee earned to the effective date of such termination, as well as any outstanding and unpaid expenses.

4.2 Either party may terminate the Consultant's engagement under this Agreement without cause at any time by providing the other party with 30 days' written notice. On the giving of such notice by the Consultant, or at any time thereafter, the Company shall have the right to immediately terminate the Consultant's engagement, by providing to the Consultant a lump sum payment equal to the Annual Fee payable during the balance of the thirty-day notice period, as well as a portion of the Success Fee calculated based on the portion of the Term completed at the date of termination and the milestones achieved as of the date of termination.

4.3 The Consultant acknowledges and agrees that unless otherwise expressly agreed in writing between the Consultant and the Company, the Consultant shall not be entitled, by reason of his engagement by the Company or by reason of any termination of such engagement, however so arising, to any remuneration, compensation, or other benefits other than as expressly provided for in this Agreement.

**5. Confidentiality and Non-Competition**

5.1 Except as required by law or in the normal and proper course of the Consultant's duties hereunder, the Consultant will not use for the Consultant's own account or disclose to anyone else, during or after the term of this Agreement, any confidential or proprietary information or material relating to the operations or business of the Company and its affiliates which the Consultant obtains from the Company, any affiliates or their officers, employees, agents, suppliers or customers or otherwise by virtue of the Consultant's engagement by the Company or its affiliates. Confidential or proprietary information or material includes, without limitation, the following types of information or material, both existing and contemplated, regarding the Company or its affiliates except to the extent otherwise in the public domain: corporate information, including plans, strategies, tactics, policies, resolutions, and any litigation or negotiations; financial information, including cost and performance data, debt arrangements, equity structure, investors and holdings; operational and scientific information, including trade secrets; technical information, technical drawings and designs; research results and personnel information, including personnel lists, resumes, personnel data, organizational structure and performance evaluations (collectively, the "Confidential Information").

5.2 The Consultant agrees that all documents (including, without limitation, software and information in machine-readable form) of any nature pertaining to activities of the Company and its affiliates, including without limitation, Confidential Information, in the Consultant's possession now or at any time during the term of this agreement, are and shall be the property of the Company and its affiliates, and that all such documents and all copies of them shall be surrendered to the Company whenever requested by the Company.

5.3 The Consultant shall not, for a period of twelve (12) months following the termination of the Consultant's engagement for any reason, without the prior written consent of the Board, either individually or in partnership or jointly or in conjunction with any other person, as principal, agent, consultant, lender, contractor, employer, employee, investor or shareholder, or in any other manner, directly or indirectly, advise, manage, carry on, establish, acquire control of, be engaged in, invest in or lend money to, guarantee the obligations of, or permit the Consultant's name or any part thereof to be used or employed by any person that operates, is engaged in or has an interest in a business in Canada or the United States that is substantially similar or competes with the business of the Company. For the purposes of this Agreement, the business of the Company is the development and commercialization of chemotherapy drugs used to treat glioblastoma multiforme ("GBM"). Nothing in this section 5.3 shall prevent the Consultant from acquiring or holding not more than 5% of the shares of a company whose shares are listed on a public stock exchange.

5.4 The Consultant shall not, for a period of twelve (12) months following the termination of the Consultant's engagement for any reason, without the prior written consent of the Board, for his account or jointly with another, either directly or indirectly, for or on behalf of himself or any individual, partnership, corporation or other legal entity, as principal, agent, Consultant or otherwise, solicit, influence, entice or induce, or attempt to solicit, influence, entice or induce:

- (a) any person who is employed by the Company or any affiliated company to leave such employment; or
- (b) any person, firm or corporation whatsoever, who or which has at any time in the last two (2) years of the Consultant's engagement by the Company or any predecessor of the Company, been a customer of the Company, any affiliated company, or of any of their respective predecessors, provided that this subsection shall not prohibit the Consultant from soliciting business from any such customer if the business is in no way similar to the business carried on by the Company, an affiliated company, any of their respective predecessors, subsidiaries or associates to cease its relationship with the Company or any affiliated company.

5.5 The Consultant acknowledges that, in connection with the Consultant's engagement by the Company, the Consultant will receive or will become eligible to receive substantial benefits and compensation. The Consultant acknowledges that the Consultant's engagement by the Company and all compensation and benefits and potential compensation and benefits to the Consultant from such engagement will be conferred by the Company upon the Consultant only because and on condition of the Consultant's willingness to commit the Consultant's best efforts and loyalty to the Company, including protecting the Company's right to have its Confidential Information protected from non-disclosure by the Consultant and abiding by the confidentiality, and other provisions herein. The Consultant understands the Consultant's duties and obligations as set forth in this section and agrees that such duties and obligations would not unduly restrict or curtail the Consultant's legitimate efforts to earn a livelihood following any termination of the Consultant's employment with the Company. The Consultant agrees that the restrictions contained in this section 6 are reasonable and valid. The Consultant further acknowledges and agrees that the Company shall be entitled to any appropriate legal, equitable, or other remedy, including injunctive relief, in respect of any failure or continuing failure of the Consultant to comply with the provisions of this section 5.

**6. Representations and Warranties**

6.1 The Consultant represents and warrants to the Company that the execution and performance of this Agreement will not result in or constitute a default, breach, or violation, or an event that, with notice or lapse of time or both, would be a default, breach, or violation, of any understanding, agreement or commitment, written or oral, express or implied, to which the Consultant is a party or by which the Consultant or the Consultant's property is bound.

**7. General**

7.1 Waiver

No consent or waiver, express or implied, by any party to this Agreement or any breach or default by any other party in the performance of its obligations under this Agreement or of any of the terms, covenants or conditions of this Agreement shall be deemed or construed to be a consent or waiver of any subsequent or continuing breach or default in such party's performance or in the terms, covenants, or conditions of this Agreement. The failure of any party to this Agreement to assert any claim in a timely fashion for any of its rights or remedies under this Agreement shall not be construed as a waiver of any such claim and shall not serve to modify, alter, or restrict any such party's right to assert such claim at any time thereafter.

The provisions of section 5 shall survive the termination of this Agreement.

7.2 Notices

Any notice relating to this Agreement or required or permitted to be given in accordance with this Agreement shall be in writing and shall be personally delivered or mailed by registered mail, postage prepaid if to the Company to the address of the Company set out on the first page of this Agreement and if to the Consultant to the home address of the Consultant on the Company's records. Any notice shall be deemed to have been received if delivered, when delivered, and if mailed, on the fifth day (excluding Saturdays, Sundays, and holidays) after the mailing thereof. If normal mail service is interrupted the sender shall deliver such notice in order to ensure prompt receipt thereof. A party may change its address for service by notice in writing to the other party.

7.3 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein, which shall be deemed to be the proper law hereof. The parties hereto hereby submit to the non-exclusive jurisdiction of the courts of British Columbia.

7.4 Severability

If any provision of this Agreement for any reason is declared invalid, such declaration shall not affect the validity of any remaining portion of the Agreement, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including therein any such part, parts or portion which may, for any reason, be hereafter declared invalid.

7.5 Entire Agreement

This Agreement constitutes the entire Agreement between the parties hereto and there are no representations or warranties, express or implied, statutory, or otherwise other than as set forth in this Agreement and there are no Agreements collateral hereto other than as are expressly set forth or referred to herein. This Agreement supersedes any prior agreements, written or oral in respect of the Consultant's engagement by the Company. This Agreement cannot be amended or supplemented except by a written Agreement executed by all parties hereto.

7.6 Counterpart

This Agreement may be executed in counterparts and such counterparts together shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear the date as set out on the first page of this Agreement.

7.7 Currency

Except as expressly indicated otherwise, all sums of money referred to in this Agreement are expressed and shall be payable in United States dollars.

7.8 Independent Legal Advice

The Consultant acknowledges that this Agreement has been prepared by the Company's solicitors and acknowledges that the Consultant has had sufficient time to review this Agreement thoroughly, that he has read and understood the terms of this Agreement and that the Consultant has been given the opportunity to obtain independent legal advice concerning the interpretation and effect of this Agreement prior to its execution.

IN WITNESS WHEREOF the parties have executed this Agreement as of the 8<sup>th</sup> day of November 2017.

**DELMAR PHARMACEUTICALS INC.**

Per: /s/ John Bell  
Authorized Signatory

**DELMAR PHARMACEUTICALS (BC) LTD.**

Per: /s/ Jeffrey Bacha  
Authorized Signatory

SIGNED, SEALED AND DELIVERED in the presence of: )  
)  
)  
Witness )  
)  
Name )  
)  
Address )  
)  
)  
Occupation )

/s/ Saiid Zarrabian  
**SAIID ZARRABIAN**

## INDEMNITY AGREEMENT

This Indemnity Agreement (this "*Agreement*") dated as of \_\_\_\_\_, 2017, is made by and between DelMar Pharmaceuticals, Inc., a Nevada corporation (the "*Company*"), and \_\_\_\_\_ ("*Indemnitee*").

## Recitals

A. The Company desires to attract and retain the services of highly qualified individuals as directors, officers, employees and agents.

B. The Company's Bylaws, as amended (the "*Bylaws*"), provide that the Company shall indemnify its directors, and empowers the Board of Directors of the Company to cause the Company to indemnify its officers, employees and other agents, as authorized by the Nevada Revised Statutes, as amended (the "*Code*"), under which the Company is organized and such Bylaws do not prohibit the Company from entering into separate agreements with its directors, officers and other persons to set forth specific indemnification provisions.

C. Indemnitee does not regard the protection currently provided by applicable law, the Bylaws, the Company's other governing documents, and available insurance as adequate under the present circumstances, and the Company has determined that Indemnitee and other directors, officers, employees and agents of the Company may not be willing to serve or continue to serve in such capacities without additional protection.

D. The Company desires and has requested Indemnitee to serve or continue to serve as a director, officer, employee or agent of the Company, as the case may be, and has proffered this Agreement to Indemnitee as an additional inducement to serve in such capacity.

E. Indemnitee is willing to serve, or to continue to serve, as a director, officer, employee or agent of the Company, as the case may be, if Indemnitee is furnished the indemnity provided for herein by the Company.

## Agreement

Now Therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

## 1. Definitions.

(a) **Agent.** For purposes of this Agreement, the term "*Agent*" of the Company means any person who: (i) is or was a director, officer, employee, agent, or other fiduciary of the Company or a subsidiary of the Company; or (ii) is or was serving at the request or for the convenience of, or representing the interests of, the Company or a subsidiary of the Company, as a director, officer, employee, agent, or other fiduciary of a foreign or domestic corporation, partnership, joint venture, trust or other enterprise.

**(b) Change in Control.** For purposes of this Agreement, a “*Change in Control*” shall be deemed to have occurred if (i) any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 20% or more of the total voting power represented by the Company’s then outstanding Voting Securities, (ii) individuals who on the date of this Agreement are members of the Board (the “*Incumbent Board*”) cease for any reason to constitute at least a majority of the members of the Board (*provided, however*, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member shall be considered as a member of the Incumbent Board), or (iii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least 80% of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of transactions) all or substantially all of the Company’s assets.

**(c) Expenses.** For purposes of this Agreement, the term “*Expenses*” shall be broadly construed and shall include, without limitation, all direct and indirect costs of any type or nature whatsoever (including, without limitation, all attorneys’, witness, or other professional fees and related disbursements, and other out-of-pocket costs of whatever nature, actually and reasonably incurred by Indemnitee in connection with the investigation, defense or appeal of a proceeding or establishing or enforcing a right to indemnification under this Agreement, the Code or otherwise. The term “*Expenses*” shall also include reasonable compensation for time spent by Indemnitee for which he or she is not compensated by the Company or any subsidiary or third party: (i) for any period during which Indemnitee is not an Agent, in the employment of, or providing services for compensation to, the Company or any subsidiary; and (ii) if the rate of compensation and estimated time involved is approved by the directors of the Company who are not parties to any action with respect to which Expenses are incurred, for Indemnitee while an Agent of, employed by, or providing services for compensation to, the Company or any subsidiary.

**(d) Independent Counsel.** For purposes of this Agreement, the term “*Independent Counsel*” means a law firm, or a partner (or, if applicable, member) of such a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five (5) years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party, or (ii) any other party to the proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “*Independent Counsel*” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement. The Company will pay the reasonable fees and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

**(e) Liabilities.** For purposes of this Agreement, the term “*Liabilities*” shall be broadly construed and shall include, without limitation, judgments, damages, deficiencies, liabilities, losses, penalties, excise taxes, fines, assessments and amounts paid in settlement, including any interest and any federal, state, local or foreign taxes imposed as a result of the actual or deemed receipt of any payment under this Agreement.

**(f) Proceedings.** For purposes of this Agreement, the term “*proceeding*” shall be broadly construed and shall include, without limitation, any threatened, pending, or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing, or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, and whether formal or informal in any case, in which Indemnitee was, is or will be involved as a party, potential party, non-party witness, or otherwise by reason of: (i) the fact that Indemnitee is or was a director or officer of the Company; (ii) the fact that any action taken by Indemnitee (or a failure to take action by Indemnitee) or of any action (or failure to act) on Indemnitee’s part while acting as an Agent; or (iii) the fact that Indemnitee is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, and in any such case described above, whether or not serving in any such capacity at the time any liability or Expense is incurred for which indemnification, reimbursement, or advancement of Expenses may be provided under this Agreement. If the Indemnitee believes in good faith that a given situation may lead to or culminate in the institution of a proceeding, this shall be considered a proceeding under this paragraph.

**(g) Subsidiary.** For purposes of this Agreement, the term “*subsidiary*” means any corporation, limited liability company, or other entity, of which more than 50% of the outstanding voting securities or equity interests are owned, directly or indirectly, by the Company and one or more of its subsidiaries, and any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of the Company as an Agent.

**(h) Voting Securities.** For purposes of this Agreement, “*Voting Securities*” shall mean any securities of the Company that vote generally in the election of directors.

**2. Agreement to Serve.** Indemnitee will serve, or continue to serve, as the case may be, as an Agent, faithfully and to the best of his or her ability, at the will of such entity designated by the Company and at the request of the Company (or under separate agreement, if such agreement exists), in the capacity Indemnitee currently serves such entity, so long as Indemnitee is duly appointed or elected and qualified in accordance with the applicable provisions of the governance documents of such entity, or until such time as Indemnitee tenders his or her resignation in writing; provided, however, that nothing contained in this Agreement is intended as an employment agreement between Indemnitee and the Company or any of its subsidiaries or to create any right to continued employment of Indemnitee with the Company or any of its subsidiaries in any capacity.



The Company acknowledges that it has entered into this Agreement and assumes the obligations imposed on it hereby, in addition to and separate from its obligations to Indemnitee under the Bylaws, to induce Indemnitee to serve, or continue to serve, as an Agent, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an Agent.

### **3. Indemnification.**

**(a) Indemnification in Third Party Proceedings.** Subject to Section 10 below, the Company shall indemnify Indemnitee to the fullest extent permitted by the Code, as the same may be amended from time to time (but, to the fullest extent of the law, only to the extent that such amendment permits Indemnitee to broader indemnification rights than the Code permitted prior to adoption of such amendment), if Indemnitee is a party to or threatened to be made a party to or otherwise involved in any proceeding, other than a proceeding by or in the right of the Company to procure a judgment in its favor, for any and all Expenses and Liabilities (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses and Liabilities) incurred by Indemnitee in connection with the investigation, defense, settlement or appeal of such proceeding, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal proceeding had no reasonable cause to believe that Indemnitee's conduct was unlawful. The parties hereto intend that this Agreement shall provide to the fullest extent permitted by law for indemnification in excess of that expressly permitted by statute, including, without limitation, any indemnification provided by the Certificate of Incorporation of the Company, the Bylaws, vote of its stockholders or disinterested directors, or applicable law.

**(b) Indemnification in Derivative Actions and Direct Actions by the Company .** Subject to Section 10 below, the Company shall indemnify Indemnitee to the fullest extent permitted by the Code, as the same may be amended from time to time (but, fullest extent permitted by applicable law, only to the extent that such amendment permits Indemnitee to broader indemnification rights than the Code permitted prior to adoption of such amendment), if Indemnitee is a party to or threatened to be made a party to or otherwise involved in any proceeding by or in the right of the Company to procure a judgment in its favor, against any and all Expenses actually and reasonably incurred by Indemnitee in connection with the investigation, defense, settlement, or appeal of such proceedings, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 3(b) in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court competent jurisdiction to be liable to the Company, unless and only to the extent that the Nevada District Court or any court in which the proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification.

**4. Indemnification of Expenses of Successful Party.** Notwithstanding any other provision of this Agreement, in circumstances where indemnification is not available under Section 3(a) or 3(b), as the case may be, to the fullest extent permitted by law and to the extent that Indemnatee is a party to (or a participant in) any proceeding and has been successful on the merits or otherwise in defense of any proceeding or in defense of any claim, issue or matter therein, in whole or part, including the dismissal of any action without prejudice, the Company shall indemnify Indemnatee against all Expenses and Liabilities in connection with the investigation, defense or appeal of such proceeding. If Indemnatee is not wholly successful in such proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such proceeding, the Company shall indemnify Indemnatee against all Expenses and Liabilities incurred by Indemnatee or on Indemnatee's behalf in connection with or related to each successfully resolved claim, issue or matter to the fullest extent permitted by law.

**5. Partial Indemnification; Witness Indemnification.** If Indemnatee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of any Expenses and Liabilities incurred by Indemnatee in the investigation, defense, settlement or appeal of a proceeding, but is precluded by applicable law or the specific terms of this Agreement to indemnification for the total amount thereof, the Company shall nevertheless indemnify Indemnatee for the portion thereof to which Indemnatee is entitled. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnatee is, by reason of Indemnatee's acting as an Agent, a witness or otherwise asked to participate in any proceeding to which Indemnatee is not a party, Indemnatee shall be indemnified against all Expenses incurred by Indemnatee or on Indemnatee's behalf in connection therewith.

**6. Advancement of Expenses.** To the extent not prohibited by law, the Company shall advance the Expenses incurred by Indemnatee in connection with any proceeding, and such advancement shall be made within twenty (20) days after the receipt by the Company of a statement or statements requesting such advances (which shall include invoices received by Indemnatee in connection with such Expenses but, in the case of invoices in connection with legal services, any references to legal work performed or to expenditures made that would cause Indemnatee to waive any privilege accorded by applicable law shall not be included with the invoice) and upon request of the Company, an undertaking to repay the advancement of Expenses if and to the extent that it is ultimately determined by a court of competent jurisdiction in a final judgment, not subject to appeal, that Indemnatee is not entitled to be indemnified by the Company. Advances shall be unsecured, interest free and without regard to Indemnatee's ability to repay the Expenses. Advances shall include any and all Expenses incurred by Indemnatee pursuing an action to enforce Indemnatee's right to indemnification under this Agreement or otherwise and this right of advancement, including expenses incurred preparing and forwarding statements to the Company to support the advances claimed. Indemnatee acknowledges that the execution and delivery of this Agreement shall constitute an undertaking providing that Indemnatee shall, to the fullest extent required by law, repay the advance (without interest) if and to the extent that it is ultimately determined by a court of competent jurisdiction in a final judgment, not subject to appeal, that Indemnatee is not entitled to be indemnified by the Company. The right to advances under this Section shall continue until final disposition of any proceeding, including any appeal therein. This Section 6 shall not apply to any claim made by Indemnatee for which indemnity is excluded pursuant to Section 10(b).

## 7. Notice and Other Indemnification Procedures.

**(a) Notification of Proceeding.** Indemnitee will notify the Company in writing promptly upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The written notification to the Company shall include a description of the nature of the proceeding and the facts underlying the proceeding. The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise and any delay in so notifying the Company shall not constitute a waiver by Indemnitee of any rights under this Agreement.

**(b) Request for Indemnification Payments.** To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification under the terms of this Agreement, and shall request payment thereof by the Company.

**(c) Determination of Right to Indemnification Payments.** Upon written request by Indemnitee for indemnification pursuant to the Section 7(b) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board of Directors: (1) by a majority vote of the disinterested directors, even though less than a quorum, (2) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, (3) if there are no disinterested directors or if the disinterested directors so direct, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the Indemnitee, or (4) if so directed by the Board of Directors, by the stockholders of the Company; *provided, however*, that if there has been a Change in Control, then such determination shall be made by Independent Counsel selected by Indemnitee and approved by the Company (which approval shall not be unreasonably withheld). For purposes hereof, disinterested directors are those members of the board of directors of the Company who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee. Indemnification payments requested by Indemnitee under Section 7(b) hereof shall be made by the Company no later than sixty (60) days after receipt of the written request of Indemnitee. Claims for advancement of Expenses shall be made under the provisions of Section 6 herein.

**(d) Application for Enforcement.** In the event the Company fails to make timely payments as set forth in Sections 6 or 7(b) above, Indemnitee shall have the right to apply to any court of competent jurisdiction for the purpose of enforcing Indemnitee's right to indemnification or advancement of Expenses pursuant to this Agreement. In such an enforcement hearing or proceeding, the burden of proof shall be on the Company to prove that indemnification or advancement of Expenses to Indemnitee is not required under this Agreement or permitted by applicable law. Any determination by the Company (including its Board of Directors, a committee thereof, Independent Counsel) or stockholders of the Company, that Indemnitee is not entitled to indemnification hereunder, shall not be a defense by the Company to the action nor create any presumption that Indemnitee is not entitled to indemnification or advancement of Expenses hereunder.

**(e) Indemnification of Certain Expenses.** The Company shall indemnify Indemnitee against all Expenses incurred in connection with any hearing or proceeding under this Section 7 unless the Company prevails in such hearing or proceeding on the merits in all material respects.

**8. Assumption of Defense.** In the event the Company shall be requested by Indemnitee to pay the Expenses of any proceeding, the Company, if appropriate, shall be entitled to assume the defense of such proceeding, or to participate to the extent permissible in such proceeding, with counsel reasonably acceptable to Indemnitee. Upon assumption of the defense by the Company and the retention of such counsel by the Company, the Company shall not be liable to Indemnitee under this Agreement for any fees of counsel subsequently incurred by Indemnitee with respect to the same proceeding, provided that Indemnitee shall have the right to employ separate counsel in such proceeding at Indemnitee's sole cost and expense. Notwithstanding the foregoing, if Indemnitee's counsel delivers a written notice to the Company stating that such counsel has reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of any such defense or the Company shall not, in fact, have employed counsel or otherwise actively pursued the defense of such proceeding within a reasonable time, then in any such event the fees and Expenses of Indemnitee's counsel to defend such proceeding shall be subject to the indemnification and advancement of Expenses provisions of this Agreement.

**9. Insurance.** To the extent that the Company maintains an insurance policy or policies providing liability insurance for Agents ("*D&O Insurance*"), Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such Agent under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has D&O Insurance in effect or otherwise potentially available, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

In the event of a change of control of the Company or the Company dissolving or liquidating (including being placed into receivership or entering the federal bankruptcy process and the like), the Company shall maintain in force any and all insurance policies then maintained by the Company in providing insurance in respect of Indemnitee (directors' and officers' liability, fiduciary, employment practices or otherwise) for a period of at least six years thereafter (a "*Tail Policy*"). If such coverage is not placed with the incumbent insurance carriers using the policies that were in place at the time of the change of control or insolvency event, the Tail Policy shall be substantially comparable in scope and amount as the expiring policies, and the insurance carriers for the Tail Policy shall have an AM Best rating that is the same or better than the AM Best ratings of the expiring policies.

## 10. Exceptions.

**(a) Certain Matters.** Any provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement to indemnify Indemnitee on account of any proceeding with respect to: (i) remuneration paid to Indemnitee if it is determined by final judgment or other final adjudication that such remuneration was in violation of law (and, in this respect, both the Company and Indemnitee have been advised that the Securities and Exchange Commission believes that indemnification for liabilities arising under the federal securities laws is against public policy and is, therefore, unenforceable and that claims for indemnification should be submitted to appropriate courts for adjudication, as indicated in Section 10(d) below); (ii) a final judgment rendered against Indemnitee for an accounting, disgorgement or repayment of profits made from the purchase or sale by Indemnitee of securities of the Company against Indemnitee or in connection with a settlement by or on behalf of Indemnitee to the extent it is acknowledged by Indemnitee and the Company that such amount paid in settlement resulted from Indemnitee's conduct from which Indemnitee received monetary personal profit, pursuant to the provisions of Section 16(b) of the Exchange Act or other provisions of any federal, state or local statute or rules and regulations thereunder; (iii) a final judgment or other final adjudication that Indemnitee's conduct was in bad faith, knowingly fraudulent or deliberately dishonest or constituted willful misconduct (but only to the extent of such specific determination); or (iv) on account of conduct that is established by a final judgment as constituting a breach of Indemnitee's duty of loyalty to the Company or resulting in any personal profit or advantage to which Indemnitee is not legally entitled. For purposes of the foregoing sentence, a final judgment or other adjudication may be reached in either the underlying proceeding or action in connection with which indemnification is sought or a separate proceeding or action to establish rights and liabilities under this Agreement.

**(b) Claims Initiated by Indemnitee.** Any provision herein to the contrary notwithstanding, the Company shall not be obligated to indemnify or advance Expenses to Indemnitee with respect to proceedings or claims initiated or brought by Indemnitee against the Company or its Agents and not by way of defense, except (i) with respect to proceedings brought to establish or enforce a right to indemnification or advancement under this Agreement or under any other agreement, provision in the Bylaws or the Certificate of Incorporation or applicable law, or (ii) with respect to any other proceeding initiated by Indemnitee that is either approved by the Board of Directors or Indemnitee's participation is required by applicable law. However, indemnification or advancement of Expenses may be provided by the Company in specific cases if the Board of Directors determines it to be appropriate.

**(c) Unauthorized Settlements.** Any provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement to indemnify Indemnitee under this Agreement for any amounts paid in settlement of a proceeding effected without the Company's written consent. Neither the Company nor Indemnitee shall unreasonably withhold consent to any proposed settlement; provided, however, that the Company may in any event decline to consent to (or to otherwise admit or agree to any liability for indemnification hereunder in respect of) any proposed settlement if the Company is also a party in such proceeding and determines in good faith that such settlement is not in the best interests of the Company and its stockholders.

**(d) Securities Act Liabilities.** Any provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement to indemnify Indemnitee or otherwise act in violation of any undertaking appearing in and required by the rules and regulations promulgated under the Securities Act of 1933, as amended (the “*Securities Act*”), or in any registration statement filed with the SEC under the Securities Act. Indemnitee acknowledges that paragraph (h) of Item 512 of Regulation S-K currently generally requires the Company to undertake in connection with any registration statement filed under the Securities Act to submit the issue of the enforceability of Indemnitee’s rights under this Agreement in connection with any liability under the Securities Act on public policy grounds to a court of appropriate jurisdiction and to be governed by any final adjudication of such issue. Indemnitee specifically agrees that any such undertaking shall supersede the provisions of this Agreement and to be bound by any such undertaking.

**(e) Prior Payments** Any provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement to indemnify or advance Expenses to Indemnitee under this Agreement for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or indemnity policy.

**11. Nonexclusivity and Survival of Rights.** The provisions for indemnification and advancement of Expenses set forth in this Agreement shall not be deemed exclusive of any other rights which Indemnitee may at any time be entitled under any provision of applicable law, the Company’s Certificate of Incorporation, the Bylaws or other agreements, both as to action in Indemnitee’s official capacity and Indemnitee’s action as an Agent, in any court in which a proceeding is brought, and Indemnitee’s rights hereunder shall continue after Indemnitee has ceased acting as an Agent and shall inure to the benefit of the heirs, executors, administrators and assigns of Indemnitee. The obligations and duties of the Company to Indemnitee under this Agreement shall be binding on the Company and its successors and assigns until terminated in accordance with its terms. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her corporate status prior to such amendment, alteration or repeal. To the extent that a change in the Code, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Company’s Certificate of Incorporation, the Bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, by Indemnitee shall not prevent the concurrent assertion or employment of any other right or remedy by Indemnitee.

**12. Term.** This Agreement shall continue until and terminate upon the later of: (a) five (5) years after the date that Indemnitee shall have ceased to serve as an Agent; or (b) one (1) year after the final termination of any proceeding, including any appeal then pending, in respect to which Indemnitee was granted rights of indemnification or advancement of Expenses hereunder.

No legal action shall be brought and no cause of action shall be asserted by or in the right of the Company against an Indemnitee or an Indemnitee's estate, spouse, heirs, executors or personal or legal representatives after the expiration of five (5) years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such five-year period; provided, however, that if any shorter period of limitations is otherwise applicable to such cause of action, such shorter period shall govern.

**13. Subrogation.** In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who, at the request and expense of the Company, shall execute all papers required and shall do everything that may be reasonably necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

**14. Interpretation of Agreement.** It is understood that the parties hereto intend this Agreement to be interpreted and enforced so as to provide indemnification and advancement of Expenses to Indemnitee to the fullest extent now or hereafter permitted by law.

**15. Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever, (a) the validity, legality and enforceability of the remaining provisions of the Agreement (including without limitation, all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable and to give effect to Section 14 hereof.

**16. Amendment and Waiver.** No supplement, modification, amendment, or cancellation of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

**17. Notice.** Except as otherwise provided herein, any notice or demand which, by the provisions hereof, is required or which may be given to or served upon the parties hereto shall be in writing and, if by electronic transmission, shall be deemed to have been validly served, given or delivered when sent, if by overnight delivery, courier or personal delivery, shall be deemed to have been validly served, given or delivered upon actual delivery and, if mailed, shall be deemed to have been validly served, given or delivered three (3) business days after deposit in the United States mail, as registered or certified mail, with proper postage prepaid and addressed to the party or parties to be notified at the addresses set forth on the signature page of this Agreement (or such other address(es) as a party may designate for itself by like notice). If to the Company, notices and demands shall be delivered to the attention of the Secretary or Chief Financial Officer of the Company.

**18. Governing Law.** This Agreement shall be governed exclusively by and construed according to the laws of the State of Nevada, as applied to contracts between Nevada residents entered into and to be performed entirely within Nevada.

**19. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute but one and the same Agreement. Only one such counterpart need be produced to evidence the existence of this Agreement.

**20. Headings.** The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

**21. Entire Agreement.** Subject to Section 11 hereof, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, written and oral, between the parties with respect to the subject matter of this Agreement; provided, however, that this Agreement is a supplement to and in furtherance of the Company's Certificate of Incorporation, the Bylaws, the Code and any other applicable law, and shall not be deemed a substitute therefor, and does not diminish or abrogate any rights of Indemnitee thereunder.

**22. Contribution.** To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such proceeding; and/or (ii) the relative fault of the Company and Indemnitee in connection with such event(s) and/or transaction(s).

**23. Consent to Jurisdiction.** The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Nevada District Court (the "*Nevada Court*"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Nevada Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) agree to appoint, to the extent such party is not otherwise subject to service of process in the State of Nevada, an agent in the State of Nevada as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Nevada, (iv) waive any objection to the laying of venue of any such action or proceeding in the Nevada Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Nevada Court has been brought in an improper or inconvenient forum.



**In Witness Whereof**, the parties hereto have entered into this Agreement effective as of the date first above written.

**DELMAR PHARMACEUTICALS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INDEMNITEE**

\_\_\_\_\_  
Signature of Indemnitee

\_\_\_\_\_  
Print or Type Name of Indemnitee

\_\_\_\_\_

## DelMar Pharmaceuticals Appoints Saiid Zarrabian as Interim Chief Executive Officer

VANCOUVER, British Columbia and MENLO PARK, Calif., November 7, 2017 /PRNewswire/ -- DelMar Pharmaceuticals, Inc. (Nasdaq: DMPI) (“DelMar” and “the Company”), a biopharmaceutical company focused on the development of new cancer therapies, today announced the appointment of Mr. Saiid Zarrabian as interim Chief Executive Officer.

“DelMar is pleased to welcome Mr. Zarrabian as interim CEO at an important time for our company,” said Dr. Erich Mohr, DelMar’s Chairman of the Board. “Saiid’s experience in overseeing the growth of multiple companies will augment DelMar’s management as we continue to transition to a late-stage development company and seek additional opportunities to maximize shareholder value.”

Jeffrey Bacha, cofounder of DelMar, will continue in his senior management role as President and in the newly created position of Chief Operating Officer (COO). Both Mr. Zarrabian and Mr. Bacha will continue to serve on the Company’s Board of Directors.

“I am delighted to accept the position of interim CEO and to work with Jeffrey and the DelMar team as well as with Erich and the Board with the goal of creating value for our shareholders, said Mr. Zarrabian. “DelMar has successfully advanced VAL-083 into a pivotal clinical trial and has established several additional opportunities that we believe can create significant value in the treatment of multiple cancer indications. I look forward to leading the company at this critical time and to contributing to the success of DelMar.”

Saiid Zarrabian joined the DelMar Board of Directors in July, 2017. Mr. Zarrabian is a highly successful industry veteran. He is currently serving as an advisor to Redline Capital Partners, S.A., a Luxemburg-based investment firm. Mr. Zarrabian has previously served as Chairman and member of the board of directors of La Jolla Pharmaceutical Company during the company’s transition from an OTC listed company to a NASDAQ listed company. He also served as President of the Protein Production Division of Intrexon Corporation, a synthetic biology company. Prior to that, he served as Chief Executive Officer and a member of the board of directors of Cytellect, Inc., a stem cell processing and visualization Instrumentation company until it’s sale in 2012. He has previously served as President and Chief Operating Officer of Senomyx, Inc., a company focused on discovery and commercialization of new flavor ingredients, and as Chief Operating Officer of Pharmacopeia, Inc., a former publicly-traded provider of combinatorial chemistry discovery services and compounds, where he also served as President and Chief Operating Officer of its MSI Division. In addition, Mr. Zarrabian has served on numerous private and public company boards, including at Immune Therapeutics, Inc.; Exemplar Pharma, LLC; Ambit Biosciences Corporation; eMolecules, Inc.; and Penwest Pharmaceuticals CO.

---

### ***About DelMar Pharmaceuticals, Inc.***

DelMar Pharmaceuticals is focused on the development and commercialization of new therapies for cancer patients who have limited or no treatment options. By focusing on understanding tumor biology and mechanisms of treatment resistance, the Company identifies biomarkers to personalize new therapies in indications where patients are failing, or have become intolerable to modern targeted or biologic treatments.

The Company's current pipeline is based around VAL-083, a "first-in-class," small-molecule chemotherapeutic with a novel mechanism of action that has demonstrated clinical activity against a range of cancers including central nervous system, ovarian and other solid tumors (e.g. NSCLC, bladder cancer, head & neck) in U.S. clinical trials sponsored by the NCI. Based on DelMar's internal research programs and these prior NCI-sponsored clinical studies, the Company is conducting clinical trials to support the development and commercialization of VAL-083 across multiple oncology indications to solve significant unmet medical needs.

VAL-083 is also being studied in two collaborator-supported, biomarker driven, Phase 2 clinical trials for MGMT-unmethylated GBM. Overcoming MGMT-mediated resistance represents a significant unmet medical need in the treatment of GBM. DelMar also recently announced the allowance of a separate IND for VAL-083 as a potential treatment for platinum-resistant ovarian cancer.

Further information on DelMar's clinical trials can be found on [clinicaltrials.gov](https://www.clinicaltrials.gov): <https://www.clinicaltrials.gov/ct2/results?cond=&term=val-083&cntry1=&state1=&recrs>

For further information, please visit <http://delmarpharma.com/>; or contact DelMar Pharmaceuticals Investor Relations: [ir@delmarpharma.com](mailto:ir@delmarpharma.com) / (604) 629-5989.

Connect with the Company on [Twitter](#), [LinkedIn](#), [Facebook](#), and [Google+](#).

### ***Safe Harbor Statement***

Any statements contained in this press release that do not describe historical facts may constitute forward-looking statements as that term is defined in the Private Securities Litigation Reform Act of 1995. Any forward-looking statements contained herein are based on current expectations, but are subject to a number of risks and uncertainties. The factors that could cause actual future results to differ materially from current expectations include, but are not limited to, risks and uncertainties relating to the Company's ability to develop, market and sell products based on its technology; the expected benefits and efficacy of the Company's products and technology; the availability of substantial additional funding for the Company to continue its operations and to conduct research and development, clinical studies and future product commercialization; and, the Company's business, research, product development, regulatory approval, marketing and distribution plans and strategies. These and other factors are identified and described in more detail in our filings with the SEC, including, our current reports on Form 8-K.

---