UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE TO
TENDER OFFER STATEMENT UNDER SECTION 14(d)(1) OR 13(e)(1)
OF THE SECURITIES EXCHANGE ACT OF 1934

DELMAR PHARMACEUTICALS, INC.
(Name of Subject Company (Issuer) and Filing Person (Offeror))

WARRANTS TO PURCHASE COMMON STOCK
(Title of Class of Securities)
247078108 (CUSIP Number of Common Stock Underlying Warrants)

Jeffrey A. Bacha
Chief Executive Officer and President
Suite 720 -- 999 West Broadway
Vancouver, British Columbia CANADA V5Z 1K5
Phone: (604) 629-5989
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Person)

WITH COPY TO:
Gregory Sichenzia, Esq.
Sichenzia Ross Friedman Ference LLP
61 Broadway, 32nd Floor
New York, New York 100006
(212) 398-1207
Fax: (212) 930-9725

CALCULATION OF FILING FEE:

Transaction valuation (1)	Amount of filing fee (1)(2)
$8,183,975	$1,054.10

(1) Estimated for purposes of calculating the amount of the filing fee only. An offer to amend and exercise warrants to purchase an aggregate of 9,195,478 shares of common stock (the "**Offer to Amend and Exercise**"), including: outstanding warrants to purchase 9,195,478 shares of the Company's common stock issued to investors participating in the Company's private placement financings closed on January 25, 2013, January 31, 2013, February 8, 2013 February 21, 2013, February 28, 2013, March 1, 2013 and March 6, 2013. The transaction value is calculated pursuant to Rule 0-11 using $.89 per share of common stock, which represents the average of the high and low sales price of the common stock on June 5, 2014.

(2) Calculated by multiplying the transaction value by .0001288.

☐ Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number or the Form or Schedule and the date of its filing.

Amount Previously Paid: N/A
Form or Registration Number: N/A

Filing Party: N/A
Date Filed: N/A

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- ☐ third party tender offer subject to Rule 14d-1.
- ☒ issuer tender offer subject to Rule 13e-4.
- ☐ going private transaction subject to Rule 13e-3.
- ☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of a tender offer: ☐

The alphabetical subsections used in the Item responses below correspond to the alphabetical subsections of the applicable items of Regulation M-A promulgated under the federal securities laws.

If applicable, check the appropriate box(es) below to designate the appropriate note provision(s):

- ☐ Rule 13e-4(i) (Cross-Border Issuer Tender Offer)
- ☐ Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

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Item 1. SUMMARY TERM SHEET

The information under the heading "Summary of Terms" in the Offer to Amend and Exercise filed as Exhibit (a)(1)(B) to this Schedule TO is incorporated herein by reference.

Item 2. SUBJECT COMPANY INFORMATION

(a) The name of the subject company (issuer) and filing person (offeror) is DelMar Pharmaceuticals, Inc., a Nevada corporation (the "**Company**"). The address and telephone number of its principal executive offices are Suite 720 -- 999 West Broadway, Vancouver, British Columbia CANADA V5Z 1K5, telephone (604) 629-5989.

(b) As of June 6, 2014, the Company has: outstanding warrants to purchase 9,195,478 shares of the Company's common stock issued to investors participating in the Company's private placement financings closed on January 25, 2013, January 31, 2013, February 8, 2013, February 21, 2013, February 28, 2013, March 1, 2013, and March 6, 2013 (the "**Investor Warrants**"). Pursuant to the Offer to Amend and Exercise, the Investor Warrants will be amended to reduce the exercise price of the Investor Warrants from $0.80 per share to $0.65 per share of common stock in cash on the terms and conditions set forth in the Offer to Amend and Exercise. There is no minimum participation requirement with respect to the Offer to Amend and Exercise.

(c) As of June 6, 2014, 277,313 Investor Warrants have been exercised at a price of $0.80 per Investor Warrant for 277,313 shares of common stock. The Company received proceeds of $221,850 from the exercises.

(d) On June 6, 2014, 3,652,211 Investor Warrants were exercised at a price of $0.65 per Investor Warrant for 3,652,211 shares of common stock. The Company received gross proceeds of $2,373,937 from the exercises.

(e) As of June 6, 2014, the Company had 28,947,760 shares of common stock issued and outstanding, 7,044,583 shares of common stock issuable upon exchange of the Exchangeable Shares, warrants to purchase 18,732,485 (including 9,195,478 Investor Warrants) shares of common stock, and options to purchase 3,240,000 shares of common stock.

(f) No trading market exists for the Investor Warrants. Information about the trading market and price of the Company's common stock under Section 11: "Trading Market and Price Range of Common Stock" of the Offer to Amend and Exercise is incorporated herein by reference.

Item 3. IDENTITY AND BACKGROUND OF FILING PERSON

(a) The Company is the filing person and the subject company. The address and telephone number of each of the Company's executive officers and directors is c/o DelMar Pharmaceuticals, Inc., Suite 720 -- 999 West Broadway, Vancouver, British Columbia CANADA V5Z 1K5, telephone (604) 629-5989.

Pursuant to General Instruction C to Schedule TO promulgated by the United States Securities and Exchange Commission (the "**SEC**"), the following persons are executive officers, directors and/or control persons of the Company:

Name	Position(s)
Jeffrey A. Bacha, MBA	Chairman of the Board, Chief Executive Officer, President, and Director
Dennis Brown, PhD	Chief Scientific Officer and Director
Scott Praill, CPA	Chief Financial Officer
William Garner, MD	Director
John Bell, FCPA, FCA	Director
Robert J. Toth, MBA	Director

Item 4. TERMS OF THE TRANSACTION

(a) Information about the terms of the transaction under the headings "Summary of Terms" and "Description of Offer to Amend and Exercise" of the Offer to Amend and Exercise is incorporated herein by reference.

(b) None of the Company's executive officers, directors and affiliates hold Investor Warrants.

Item 5. PAST CONTRACTS, TRANSACTIONS, NEGOTIATIONS AND AGREEMENTS.

(e) See Item 9 below for a description of the Company's retention of National Securities Corporation to serve as the Warrant Agent for the Offer to Amend and Exercise.

Item 6. PURPOSES OF THE TRANSACTION AND PLANS OR PROPOSALS.

(a) The information about the purposes of the transaction under Section 2: "Purposes of the Offer to Amend and Exercise and Use of Proceeds" of the Offer to Amend and Exercise is incorporated herein by reference.

(b) The Company intends to cancel the Investor Warrants upon the exercise of the Investor Warrants by the holders thereof. Pursuant to the Offer to Amend and Exercise, Investor Warrants that are not so exercised will remain outstanding pursuant to their original terms.

(c) No plans or proposals described in this Schedule TO or in any materials sent to the holders of the Investor Warrants in connection with this Offer to Amend and Exercise relate to or would result in the conditions or transactions described in Regulation M-A, Item 1006(c)(1) through (10), except as follows:

Any holder of Investor Warrants who elects to exercise his, her or its Investor Warrants will acquire additional shares of common stock of the Company as a result of such exercise. As of June 6, 2014, the Company had 28,947,760 shares of common stock outstanding. The Investor Warrants are exercisable for an aggregate of 9,195,478 shares of common stock. Assuming all Investor Warrants are exercised, the Company's outstanding shares of common stock would increase to 38,143,238 shares, with the shares issued upon exercise of the Investor Warrants representing 24% of the then outstanding shares of common stock.

Item 7. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(a) Not applicable.

(b) Not applicable.

(d) Not applicable.

Item 8. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

(a) As of June 6, 2014, there are outstanding Investor Warrants to purchase an aggregate of 9,195,478 shares of common stock. None of the Company's executive officers or directors hold Investor Warrants in this offering: None of the Company's executive officers, directors or affiliates hold Investor Warrants.

Item 9. PERSONS/ASSETS, RETAINED, EMPLOYED, COMPENSATED OR USED.

The Company has retained National Securities Corporation ("National") to act as its Warrant Agent, as amended, for the Offer to Amend and Exercise pursuant to an Investment Banking Agreement, attached as Exhibit (d)(1) certain terms of which were extended on May 8, 2014 as set forth in Exhibit (d)(2), attached hereto to this Schedule TO. National, in accordance with the terms of its warrant agent engagement agreement, shall use reasonable commercial efforts to contact holders of the Investor Warrants by mail, telephone, facsimile, or other electronic means and solicit their participation in the Offer to Amend and Exercise and to amend and exercise their Investor Warrants. National will receive a fee equal to 5% of the cash exercise prices paid by holders of the Investor Warrants who participate in the Offer to Amend and Exercise and amend and exercise their Investor Warrants. In addition, the Company has agreed to reimburse National for its reasonable out-of-pocket expenses. If such expenses and fees exceed $1,000, National must thereafter provide invoices to the Company prior to seeking reimbursement and must obtain the Company's prior approval. We have also issued National a warrant to purchase 300,000 shares of the Company's common stock at an exercise price of $1.76 per share. The warrant terminates on September 12, 2018. The Company has agreed to indemnify National against certain liabilities in connection with the Offer to Amend and Exercise, including certain liabilities under the federal securities laws.

The Company may also use the services of its officers and employees to solicit holders of the Investor Warrants to participate in the Offer to Amend and Exercise without additional compensation.

Item 10. FINANCIAL STATEMENTS.

(a) The Company's financial statements are incorporated herein by reference:

- Annual Report on Form 10-K filed with the SEC on March 10, 2014 containing audited financial statements for the fiscal years ended December 31, 2013 and 2012;
- Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2014, filed with the SEC on May 15, 2014;

The full text of the Current Report on Form 10-K and the Quarterly Report on Form 10-Q, as well as the other documents the Company has filed with the Commission prior to, or will file with the Commission subsequent to, the filing of this Tender Offer Statement on Schedule TO, can be accessed electronically on the Commission's website at www.sec.gov. In addition, the Company makes available, free of charge on its website all filings that are made electronically with the SEC. These materials can be found in the "Investors" section of the Company's website at www.delmarpharma.com, by clicking the "SEC Filings" link. Copies of our SEC filings are also available without charge upon written request addressed to: DelMar Pharmaceuticals, Inc., Suite 720 - 999 West Broadway, Vancouver, British Columbia CANADA V5Z 1K5; Attn: Corporate Secretary.

(b) None.

Item 11. ADDITIONAL INFORMATION.

(a) (1) Except as set forth in Items 8 and 9 above, there are no present or proposed contracts, arrangements, understandings or relationships between the Company and its executive officers, directors or affiliates relating, directly or indirectly, to the Offer to Amend and Exercise.

(2) There are no applicable regulatory requirements or approvals needed for the Offer to Amend and Exercise.

(3) There are no applicable anti-trust laws.

(4) The margin requirements of Section 7 of the Securities Exchange Act of 1934, as amended, and the applicable regulations are inapplicable.

(5) None.

(b) Not applicable.

(c) None.

Item 12. EXHIBITS.

The following are attached as exhibits to this Schedule TO:

(a) (1)(A) Letter to Holders of Investor Warrants

(1)(B) Offer to Amend and Exercise

(1)(C) Form of Election to Participate and Exercise Warrant

(1)(D) Form of Notice of Withdrawal

(1)(E) Form of Investor Amended Warrant

(5)(A) Annual Report on Form 10-K filed with the SEC on March 10, 2014 containing audited financial statements for the fiscal years ended December 31, 2013 and 2012 and incorporated herein by reference;

(5)(B) Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2014, as filed with the SEC on May 15, 2014 and incorporated herein by reference.

(5) (C) Post-Effective Registration Statement on Form S-1(Rile No. 333-189337) which registers the resale of the shares of common stock underlying the Investor Warrants (as filed with the SEC on April 17, 2014 and declared effective on April 29, 2014 and incorporated herein by reference)

(b) Not applicable.

(d) (1) Investment Banking Agreement, dated August 15, 2013 by and between the Company and National Securities Corporation ("Original Investment Banking Agreement") certain terms of which were extended on May 8, 2014.

(2) Investment Banking Engagement Agreement extending certain terms of Original Investment Banking Agreement, dated May 8, 2014.

(3) Registration Rights Agreement (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, as filed with the SEC on January 31, 2013.

(g) None.

(h) None.

Item 13. INFORMATION REQUIRED BY SCHEDULE 13E-3.

Not Applicable.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

DELMAR PHARMACEUTICALS, INC.

Date: June 9, 2014

By: /s/ Jeffrey A. Bacha
Jeffrey A. Bacha
Chief Executive Officer and President
(Principal Executive Officer)

Exhibit (a)(1)(A)

June 9, 2014

DELMAR PHARMACEUTICALS, INC.

To the Holders of the Investor Warrants

This letter is to inform you that DelMar Pharmaceuticals, Inc. (the "**Company**") is offering holders of certain warrants to purchase common stock of the Company (defined below as the "Investor Warrants") the opportunity to amend and exercise such Investor Warrants, upon the terms set forth in the enclosed "Offer to Amend and Exercise Warrants to Purchase Common Stock of DelMar Pharmaceuticals, Inc." dated as of June 9, 2014 (the " **Offer to Amend and Exercise** "). The warrants subject to the Offer to Amend and Exercise are those held by the investors who participated the Company's private placement financings closed on January 25, 2013, January 31, 2013, February 8, 2013, February 21, 2013, February 28, 2013, March 1, 2013, and March 6, 2013 (the "**Investor Warrants**"). All terms not defined in this letter shall have the meanings set forth in the Offer to Amend and Exercise.

As of the date of this letter, 3,652,211 Investor Warrants have been exercised at an exercise price of $0.65 per Investor Warrant for total gross proceeds of $2,373,937. Previously, 277,313 Investor Warrants have been exercised at an exercise price of $0.80 per Investor Warrant for total proceeds of $221,850

The Offer to Amend and Exercise is an opportunity for the holders of the Investor Warrants to amend and exercise the Investor Warrants at a reduced warrant cash exercise price of $0.65 per share of Common Stock, subject to the terms and conditions set forth in the Offer to Amend and Exercise. The purposes of the Offer to Amend and Exercise are to help the Company reduce its outstanding warrant liability and to raise funds to support the Company's operations by encouraging the participating holders to exercise the Investor Warrants by significantly reducing both the exercise price and the exercise period of the Investor Warrants. The Company plans to use the funds obtained for working capital and other general corporate purposes. The reduction in our outstanding warrant liability is also in line as part of a larger goal to pursue a senior listing for our shares, which we believe paves the way for continued creation of shareholder value.

The enclosed Offer to Amend and Exercise together with the Election to Participate and Exercise Warrant, forms of Amended Warrants and Notice of Withdrawal constitute the "**Offering Materials**". The Offering Materials provide information regarding the Offer to Amend and Exercise and instructions as to how you can participate and exercise your Investor Warrants. You should read all of the materials carefully before you decide whether to amend and exercise any of your Investor Warrants. Also, please note that although there is no minimum participation requirement with respect to this Offer to Amend and Exercise, you may not elect to amend but not exercise your Investor Warrants. Participation in this Offer to Amend and Exercise requires both amendment of your Investor Warrants and your exercise of the Amended Warrants, which will happen simultaneously should you choose to participate.

To participate in the Offer to Amend and Exercise accept and exercise an Amended Warrant and receive the number of shares of the Company's common stock issuable therefor, you must deliver to the Company, prior to the expiration of the Offer to Amend and Exercise, which is 5:00 p.m. (Pacific time) on July 7, 2014, as may be extended by the Company in its sole discretion (the "**Expiration Date**"): (i) a signed copy of the Election to Participate and Exercise Warrant, (ii) a signed copy of an Accredited Investor Questionnaire, (iii) the original copy of your Investor Warrant (or an Affidavit of Lost Warrant) for cancellation, and (iv) cash in the amount equal to $0.65 per share multiplied by the number of shares of common stock you elect to purchase. The cash exercise price may be tendered in the form of a check payable to Signature Bank as Escrow Agent for DelMar Pharmaceuticals, Inc. or by wire transfer to the Company's escrow account at Signature Bank as set forth in the Election to Participate and Exercise Warrant. The signed copy of the Election to Participate and Exercise Warrant, the signed copy of the Accredited Investor Questionnaire, and the original copy of the Investor Warrant (or an Affidavit of Lost Warrant) for cancellation, must be properly delivered, before the Expiration Date to: DelMar Pharmaceuticals, Inc., Suite 720 -- 999 West Broadway, Vancouver, British Columbia CANADA V5Z 1K5, Attn: Corporate Secretary, telephone number (604) 629-5989. If you properly tender (and do not validly withdraw) these materials on or prior to 5:00 p.m. Pacific Time on July 7, 2014, the Expiration Date of the Offer to Amend and Exercise (or such later date and time if we extend the Offer to Amend and Exercise), promptly following the Expiration date, we intend to notify our depositary institution and our transfer agent of our acceptance of your payment of the exercise price and these materials and issue and deliver to you the number of shares of Company common stock issuable under the Amended Warrant.

If you change your mind and do not want to participate in the Offer to Amend and Exercise, you may submit a Notice of Withdrawal to us. However, to be effective, the Notice of Withdrawal must be properly completed and must be returned to us on or prior to 5:00 p.m., Pacific Time on July 7, 2014, the Expiration Date of the Offer to Amend and Exercise (or such later date and time if we extend the Offer to Amend and Exercise). However, if we have not accepted your tendered Investor Warrants and other Acceptance and Exercise Documents by July 7, 2014, which is the twentieth business day from the commencement of the Offer to Amend and Exercise, you may change your mind and submit a Notice of Withdrawal to us after July 7, 2014. If you properly withdraw in a timely manner, we will promptly: (i) cancel your signed copy of the Election to Participate and Exercise Warrant, (ii) return the original copy of your Original Warrant (which will remain unmodified and in full force and effect), or issue you a new Original Warrant if you submitted an Affidavit of Lost Warrant, and (iii) provide you with a check equal to the amount of cash you paid to exercise the Amended Warrant.

Thank you for your time in reviewing this request.

Very truly yours,

/s/ Jeffrey A. Bacha

DelMar Pharmaceuticals, Inc.
Jeffrey A. Bacha
Chief Executive Officer and President

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE TRANSACTION CONTEMPLATED HEREIN; PASSED UPON THE MERITS OR FAIRNESS OF THE TRANSACTION; OR PASSED UPON THE ADEQUACY OR ACCURACY OF THE DISCLOSURE IN THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

OFFER TO AMEND AND EXERCISE
WARRANTS TO PURCHASE COMMON STOCK

DELMAR PHARMACEUTICALS, INC.

JUNE 9, 2014

THE OFFER TO AMEND AND EXERCISE (AND ASSOCIATED WITHDRAWAL RIGHTS) WILL EXPIRE AT 5:00 P.M. (Pacific time) ON JULY 7, 2014 UNLESS THIS OFFER PERIOD IS EXTENDED.

DelMar Pharmaceuticals, Inc., a Nevada corporation, is referred to in this Offer to Amend and Exercise as "we," "us," "DelMar" or the "Company," and eligible holders of outstanding warrants are referred to as "you."

The Company is offering to amend, upon the terms and subject to the conditions set forth herein, warrants to purchase an aggregate of 9,195,478 shares of common stock (the "**Offer to Amend and Exercise**"), including outstanding warrants to purchase 9,195,478 shares of the Company's common stock issued to investors participating in the Company's private placement financings closed on January 25, 2013, January 31, 2013, February 8, 2013, February 21, 2013, February 28, 2013, March 1, 2013, and March 6, 2013 (the " **Investor Warrants** "). There is no minimum participation requirement with respect to this Offer to Amend and Exercise.

Pursuant to the Offer to Amend and Exercise, the Investor Warrants will be amended (the " **Amended Warrants** " **)** to: (i) reduce the exercise price of the Investor Warrants from $0.80 per share to $0.65 per share of common stock in cash, (ii) shorten the exercise period of the Investor Warrants so that they expire concurrently with the expiration of the Offer to Amend and Exercise at 5:00 p.m. (Pacific Time) on July 7, 2014, as may be extended by the Company in its sole discretion (" **Expiration Date** "), (iii) delete the price-based anti-dilution provisions contained in the Investor Warrants, (iv) restrict the ability of the holder of shares issuable upon exercise of the Amended Warrants to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any of such shares without the prior written consent of the Company for a period of time twenty (20) days after the Expiration Date (the " **Lock-Up Period** "); and (v) provide that a holder, acting alone or with others, will agree not to effect any purchases or sales of any securities of the Company in any "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, or any type of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) or similar arrangements, or sales or other transactions through non-U.S. broker dealers or foreign regulated brokers through the expiration of the Lock-Up Period. Other than set forth above, the terms of the Investor Warrants will remain unmodified and in full force and effect.

Holders may elect to amend some or all of their Investor Warrants. If you choose not to participate in the Offer to Amend and Exercise, your Investor Warrants will remain in full force and effect, as originally issued.

The purpose of the Offer to Amend and Exercise is to encourage the amendment and exercise of the Investor Warrants to help the Company reduce its outstanding warrant liability and to raise funds to support the Company's operations by providing the holders of the Investor Warrants with the opportunity to obtain and exercise an Amended Warrant by significantly reducing the exercise price of the Investor Warrants. Please see Section 2 below for a description of the purposes of the Offer to Amend and Exercise.

The period during which Investor Warrants may be amended and exercised on the terms described above will commence on June 9, 2014 (the date the materials relating to the Offer to Amend and Exercise are first sent to the holders, referred to herein as the " **Offer Date** ") through the Expiration Date (the " **Offer Period** ").

The Company will agree to amend all Investor Warrants held by eligible holders, upon the terms and subject to the conditions of the Offer to Amend and Exercise and the attached Election to Participate and Exercise Warrant. ***IT IS THE COMPANY'S CURRENT INTENTION NOT TO CONDUCT ANOTHER OFFER DESIGNED TO INDUCE THE EARLY EXERCISE OF THE INVESTOR WARRANTS.***

IMPORTANT PROCEDURES

This Offer to Amend and Exercise together with the Election to Participate and Exercise Warrant, Notice of Withdrawal, and Forms of Amended Warrants constitute the "**Offering Materials**". These Offering Materials provide information regarding the Offer to Amend and Exercise and instructions as to how you can amend and exercise your Investor Warrants. An election to participate in the Offer to Amend and Exercise will result in both the amendment of your Investor Warrant(s) and your exercise of the Amended Warrant(s). You should read all of the materials carefully before you decide whether to participate in the Offer to Amend and Exercise an Amended Warrant.

To participate in the Offer to Amend and Exercise accept and exercise an Amended Warrant and receive the number of shares of the Company's common stock issuable therefor, you must deliver to the Company before the Expiration Date all of the following: (i) a signed copy of the Election to Participate and Exercise Warrant, (ii) a signed copy of an Accredited Investor Questionnaire, (iii) the original copy of your Investor Warrant (or an Affidavit of Lost Warrant) for cancellation, and (iv) cash in the amount equal to $0.65 per share multiplied by the number of shares of common stock the holder elects to purchase (collectively, the " **Acceptance and Exercise Documents** "). The cash may be tendered in the form of a check payable to Signature Bank as Escrow Agent for DelMar Pharmaceuticals, Inc. or by wire transfer to the Company's escrow account at Signature Bank as set forth in the Election to Participate and Exercise Warrant. The signed copy of the Election to Participate and Exercise Warrant, the signed copy of the Accredited Investor Questionnaire, and the original copy of the Investor Warrant (or an Affidavit of Lost Warrant) for cancellation must be properly delivered, before the Expiration Date to: DelMar Pharmaceuticals, Inc., Suite 720 -- 999 West Broadway, Vancouver, British Columbia CANADA V5Z 1K5, Attn: Corporate Secretary, telephone number (604) 629-5989. If you properly tender (and do not validly withdraw) your Investor Warrants and the other Acceptance and Exercise Documents on or prior to 5:00 p.m. Time on July 7, 2014, the Expiration Date of the Offer to Amend and Exercise (or such later date and time if we extend the Offer to Amend and Exercise), promptly following the Expiration Date, we intend to notify our depositary institution and our transfer agent of our acceptance of your payment of the exercise price and your other Acceptance and Exercise Documents and issue and deliver to you the number of shares of Company common stock issuable under the Amended Warrant . See Section 8 "Procedure for Participating in Offer to Amend and Exercise and Exercising Amended Warrants" below.

If you change your mind and do not want to participate in the Offer to Amend and Exercise, you may submit a Notice of Withdrawal to the Company at any time prior to the Expiration Date The Notice of Withdrawal must be properly completed and must be returned to the Company on or prior to the Expiration Date. However, you may change your mind and submit a Notice of Withdrawal to us after July 7, 2014, if your original Warrants and other Acceptance and Exercise Documents have not been accepted by us prior to July 7, 2014. If you properly withdraw in a timely manner as set forth above, we will promptly: (i) cancel your signed copy of the Election to Participate and Exercise Warrant, (ii) return the original copy of your Original Warrant (which prior to the Expiration Date, your Investor Warrant will remain unmodified and in full force and effect or issue you a new Original Warrant if you submitted an Affidavit of Lost Warrant, and (iii) provide you with a check equal to the amount of cash you paid to exercise the Amended Warrant.

If you have any question or need assistance, you should contact National Securities Corporation, (the " **Warrant Agent** "), for the Offer to Amend and Exercise. The Warrant Agent may be reached at:

National Securities Corporation
Jonathan C. Rich
EVP - Director of Investment Banking
410 Park Avenue 14th Floor
New York, NY. 10022
phone: 212-380-2819
fax: 212-380-2828

You may request additional copies of this document and any of the Offering Materials from the Company. The Company may be reached at:

Suite 720 -- 999 West Broadway
Vancouver, B.C. CANADA V5Z 1K5
Attention: Corporate Secretary
(604) 629-5989

OUR BOARD OF DIRECTORS MAKES NO RECOMMENDATION AS TO WHETHER OR NOT YOU SHOULD PARTICIPATE IN THE OFFER TO AMEND AND EXERCISE. YOU MUST MAKE YOUR OWN DECISION WITH RESPECT TO THE OFFER TO AMEND AND EXERCISE. FOR QUESTIONS REGARDING TAX IMPLICATIONS OR OTHER INVESTMENT-RELATED QUESTIONS, YOU SHOULD TALK TO YOUR OWN ATTORNEY, ACCOUNTANT AND/OR FINANCIAL PLANNER.

WE HAVE NOT AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION ON OUR BEHALF AS TO WHETHER OR NOT YOU SHOULD PARTICIPATE IN THE OFFER TO AMEND AND EXERCISE. YOU SHOULD RELY ONLY ON THE INFORMATION CONTAINED OR INCORPORATED BY REFERENCE IN THIS DOCUMENT.

THIS OFFER TO AMEND AND EXERCISE HAS BEEN PREPARED SOLELY FOR THE BENEFIT OF HOLDERS OF INVESTOR WARRANTS. DISTRIBUTION OF THIS OFFER TO AMEND AND EXERCISE TO ANY PERSON OTHER THAN SUCH HOLDERS AND THOSE PERSONS RETAINED TO ADVISE SUCH HOLDERS IS UNAUTHORIZED AND ANY REPRODUCTION OF THIS OFFER TO AMEND AND EXERCISE OR RELATED DOCUMENTS, IN WHOLE OR IN

PART, IS PROHIBITED.

THE SECURITIES BEING OFFERED PURSUANT TO THIS OFFER TO AMEND AND EXERCISE ARE BEING OFFERED PURSUANT TO EXEMPTIONS PROVIDED BY SECTION 4(2) OF THE SECURITIES ACT OF 1933, AS AMENDED, REGULATION D, CERTAIN STATE SECURITIES LAWS AND CERTAIN RULES AND REGULATIONS PROMULGATED THEREUNDER.

THE DATE OF THIS OFFER TO AMEND AND EXERCISE IS JUNE 9, 2014

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SUMMARY OF TERMS

The Offer to Amend and Exercise is subject to certain conditions, as described herein.
As part of the Election to Participate and Exercise Warrant, the holders of the Investor Warrants must complete an Accredited Investor Questionnaire. In addition, the Company will not accept any Election to Participate and Exercise Warrant from or on behalf of, any Investor Warrant holders if the Company determines that a valid securities exception is not available for the Offer to Amend and Exercise under the Securities Act.

Company	DelMar Pharmaceuticals, Inc., a Nevada corporation, with principal executive offices at Suite 720 -- 999 West Broadway, Vancouver, British Columbia, CANADA V5Z 1K5.
Eligible Investor Warrants	The following Investor Warrants are subject to the Offer to Amend and Exercise
Investor Warrants	Outstanding warrants to purchase 9,195,478 shares of the Company's common stock issued to investors participating in the Company's private placement financings closed on January 25, 2013, January 31, 2013, February 8, 2013, February 21, 2013, February 28, 2013, March 1, 2013, and March 6, 2013.
Expiration Date	5:00 p.m., Pacific Time on July 7, 2014, as may be extended by the Company in its sole discretion.
Terms of Amended Warrants	Pursuant to the Offer to Amend and Exercise, the Investor Warrants will be amended as described below
New Exercise Price	The exercise price of the Investor Warrants will be reduced from $0.80 per share to $0.65 per share.
New Termination Date	The termination date of the Investor Warrants is being shortened to run concurrently with the Expiration Date.
Lock-Up Period	The Amended Warrants will contain a lock-up provision that provides that the holder will not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any of the shares issuable upon exercise of the Amended Warrants without the prior written consent of the Company for twenty (20) days after the Expiration Date (the " **Lock-Up Period** "). In addition, the Company may impose stop-transfer restrictions to enforce these restrictions.
No Cashless Exercise	The Amended Warrants must be exercised for cash. The shares of common stock issuable upon the exercise of the Amended Warrants will be issued to the holder promptly after the holder's exercise of the Amended Warrants.
Anti-Dilution	The price-based anti-dilution provisions contained in the Investor Warrants will be deleted and will have no application to the issuance (or deemed issuance) or exercise of the Amended Warrants.
Market Restrictions	A holder, acting alone or with others, will agree not to effect any purchases or sales of any securities of the Company in any "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, or any type of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) or similar arrangements, or sales or other transactions through non-U.S. broker dealers or foreign regulated brokers through the expiration of the Lock-Up Period.
Other Terms	Except as set forth above all other terms of the Amended Warrant will be the same as the terms of the Investor Warrants. See the forms of Amended Warrant attached hereto as Exhibit (a)(1)(E) to the Schedule TO.
Partial Participation Permitted	If Investor Warrant holders choose to participate in the Offer to Amend and Exercise, they may amend and exercise any or all of such holder's Investor Warrants pursuant to the terms of the Offer to Amend and Exercise. The Company will issue a new Investor Warrant exercisable for that number of shares of common stock that a holder elects to exclude from the Offer to Amend and Exercise.
Transfers	The terms of the Investor Warrants provide that a holder may transfer the Investor Warrants to a third party if the transfer qualifies for an exemption from the registration requirements of the Securities Act to the reasonable satisfaction of the Company. Any holder of an Investor Warrant who desires to transfer an Investor Warrant should contact the Company prior to such transfer to ensure that the planned transfer satisfies the transfer restrictions set forth in the Investor Warrants.
Conditions	The Offer to Amend and Exercise is subject to certain conditions, as described herein: (i) As part of the Election to Participate and Exercise Warrant, the holders of the Investor Warrants must complete an Accredited Investor Questionnaire. In addition, the Company will not accept any Election to Participate and Exercise Warrant from or on behalf of, any Investor Warrant holders if the Company determines that a valid securities exemption is not available for the Offer to Amend and Exercise under the Securities Act.

However, the Company will not accept any Election to Participate and Exercise Amended Warrants from or on behalf of, any Investor Warrant holders if the Company determines that a valid securities exemption is not available under the Securities Act.

(ii) In addition, we are not making this Offer to Amend and Exercise to, nor will we accept any Election to Participate and Exercise Warrant from or on behalf of, Investor Warrant holders in any jurisdiction in which the Offer to Amend and Exercise or the exercise of the Amended Warrants would not be in compliance with the laws of such jurisdiction.

You may not elect to amend but not exercise your Investor Warrants. Participation in this Offer to Amend and exercise requires both amendment of your original Investor Warrants and your exercise of the Amended Warrants, which will happen simultaneously should you choose to participate.

Investor Warrant holders that elect not to participate and not exercise will remain outstanding pursuant to their original terms.

Future Amendments to the Offer to Amend and Exercise	If we materially change the terms of the Offer to Amend and Exercise we will extend the Expiration Date to the extent required under the rules of the Securities Exchange Act of 1934, as amended (the "Exchange Act").
How to Participate in the Offer to Amend and Exercise	To participate in the Offer to Amend and Exercise and exercise an Amended Warrant and receive the number of shares of Company common stock issuable therefor, you must deliver to the Company before the Expiration Date all of the Acceptance and Exercise Documents. The cash exercise price may be tendered in the form of a check payable to Signature Bank as Escrow Agent for DelMar Pharmaceuticals, Inc. or by wire transfer to the Company's escrow account at Signature Bank as set forth in the Election to Participate and Exercise Warrant. The signed copy of the Election to Participate and Exercise Warrant, the signed copy of the Accredited Investor Questionnaire, and the original copy of the Investor Warrant (or an Affidavit of Lost Warrant) for cancellation must be properly delivered, before the Expiration Date to: DelMar Pharmaceuticals, Inc., Suite 720 -- 999 West Broadway, Vancouver, British Columbia CANADA V5Z 1K5, Attn: Corporate Secretary, telephone number (604) 629-5989.
Manner of Acceptance of Payment	If you properly tender (and do not validly withdraw) your Investor Warrants and other Acceptance and Exercise Documents on or prior to 5:00 p.m., Pacific Time on July 7, 2014, the Expiration Date of the Offer to Amend and Exercise (or such later date and time if we extend the Offer to Amend and Exercise), promptly following the Expiration Date, we intend to notify our depositary institution and our transfer agent of our acceptance of your payment of the exercise price and your other Acceptance and Exercise Documents and issue and deliver to you the number of shares of Company common stock issuable under the Amended Warrant . See Section 8 "Procedure for Participating in Offer to Amend and Exercise and Exercising Amended Warrants" below.
Withdrawal Rights	If you change your mind and do not want to participate in the Offer to Amend and Exercise, you may submit the Notice of Withdrawal to us. However, to be effective, the Notice of Withdrawal must be properly completed and must be returned prior to 5:00 p.m., Pacific Time on July 7, 2014, the Expiration Date of the Offer to Amend and Exercise (or such later date and time if we extend the Offer to Amend and Exercise), to: DelMar Pharmaceuticals, Inc., Suite 720 -- 999 West Broadway, Vancouver, British Columbia CANADA V5Z 1K5, Attn: Corporate Secretary, telephone number (604) 629-5989. Following the Expiration Date, you cannot withdraw your Election to Participate and Exercise Warrant. However, if we have not accepted your tendered Investor Warrants and other Acceptance and Exercise Documents by July 7, 2014, which is the twentieth business day from the commencement of the Offer to Amend and Exercise, you may change your mind and submit a Notice of Withdrawal to us after July 7, 2014.
Purposes of the Offer to Amend and Exercise and Use of Proceeds	The purposes of this Offer to Amend and Exercise are as follows
Reduction of Warrant Liability	The Offer to Amend and Exercise can help the Company reduce the warrant liability recorded by the Company on its financial statements. The warrant liability serves as an impediment to certain goals of the Company, as the significant warrant liability on the Company's balance sheet may make it more difficult for the Company to list its shares of common stock on a national securities exchange. The Investor Warrants contain price-based anti-dilution provisions that provide the holders with protection against future down-round financings. Based on these anti-dilution provisions, the Company is required to record a derivative liability on its balance sheet each fiscal quarter for the Investor Warrants based on the fair value of the Investor Warrants as of the end of such fiscal quarter. The Company's obligation to continue to record a derivative liability each quarter for a particular Investor Warrant ends when the Investor Warrant is exercised or expires. Various factors are considered in the pricing models the Company used to value the Investor Warrants, including the Company's current stock price, the remaining life of the Investor Warrants, the volatility of the Company's stock price, and the risk free interest rate. As a result of the changes in these factors, the derivative warrant liability related solely to the Investor Warrants recorded by the Company was approximately $4,669,731 and $3,511,115 for the periods ended March 31, 2014 and December 31, 2013, respectively. Future changes in these factors will continue to have a significant impact on the computed fair value of the derivative liability for the Investor Warrants. As such, the Company expects future changes in the fair value of the Investor Warrants to continue to vary significantly from quarter to quarter. The Company believes these significant variations make it more difficult for investors to evaluate the Company's business and operations.

Fund Raising	An additional purpose of the Offer to Amend and Exercise is to raise funds to support the Company's future operations and capital requirements by encouraging the participating holders to exercise their Investor Warrants by significantly reducing the exercise price and shortening the exercise period. The funds obtained will be used by the Company as working capital and for other general corporate purposes.
Registration of Warrant Shares	The shares of common stock issuable upon exercise of the Amended Warrants are "restricted securities" and may not be sold by the holder absent a registration statement covering the resale of the shares or an exemption from the registration requirement. We have previously filed a Registration Statement on Form S-1 to register the resale of the shares of common stock underlying the Investor Warrants under the Securities Act. Promptly following the Expiration Date, we intend to file a prospectus supplement to the prospectus included in the Registration Statement to reflect the substantive changes from the information currently set forth in such prospectus as a result of the Offer to Amend and Exercise Thereafter, the holders of shares of common stock issuable upon exercise of the Amended Warrants who are listed as selling stockholders in the Registration Statement may sell their shares of common stock in accordance with the resale restrictions set forth in the "Plan of Distribution" section of the Prospectus in the Registration Statement. Each holder of Investor Warrants should read the applicable Prospectus carefully before deciding whether to participate in the Offer to Amend and Exercise. In addition, any holder (including any transferees or acquirers) of an Original Warrant or Amended Warrant who is not listed as a selling stockholder in the Prospectus cannot resell such holder's shares in reliance on the Prospectus, unless and until the Company files a post-effective amendment to the Registration Statement to include such holder as a selling stockholder. Absent the filing of the post-effective amendment to the Registration Statement, the holder (including any transferees or acquirers) will be required to qualify for an exemption from the registration requirements, which may require a holding period of at least six months.
Taxes	We recommend that you consult with your own tax advisor with regard to the possibility of any federal, state, local or other tax consequences of the Offer to Amend and Exercise. See Section 19 "Material U.S. Federal Income Tax Consequences" below for a discussion of the material U.S. Federal Income Tax Consequences of participating in the Offer to Amend and Exercise.
Fees and Expenses	Commercial efforts to contact holders of the Investor Warrants by mail, telephone, facsimile, or other electronic means and solicit their participation in the Offer to Amend and Exercise. National Securities Corporation will receive a fee equal to 5% of the cash exercise prices paid by holders of the Investor Warrants who participate in the Offer to Amend and Exercise. In addition, the Company has agreed to reimburse National Securities Corporation for its reasonable out-of-pocket expenses. If such expenses and fees exceed $1,000, National Securities Corporation must obtain the Company's prior approval. We have also issued National Securities Corporation a warrant to purchase 300,000 shares of the Company's common stock at an exercise price of $1.76 per share. The warrant terminates on August 15, 2018. The Company has agreed to indemnify National Securities Corporation against certain liabilities in connection with the Offer to Amend and Exercise, including certain liabilities under the federal securities laws.

Interests of Directors and Executive Officers	None of our executive officers or directors hold Investor Warrants. Please see Section 17 "Interests of Directors and Officers in the Offer to Amend and Exercise" below.
Additional Information	The Board of Directors of the Company recognizes that the decision to participate in the Offer to Amend and Exercise is an individual one that should be based on a variety of factors. The holders of the Investor Warrants should consult with their respective professional advisors if they have questions about their financial or tax situation. The information about this Offer to Amend and Exercise from the Company is limited to the Offering Materials. The Company is subject to the information requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith files and furnishes reports and other information with the SEC. All reports and other documents the Company has filed with the SEC, including the Schedule TO relating to the Offer to Amend and Exercise, or will file with the SEC in the future, can be accessed electronically on the SEC's website at www.sec.gov.
Information Requests	Please direct questions or requests for assistance regarding this Offer to Amend and Exercise, Election to Participate and Exercise Warrant, and Notice of Withdrawal or other materials, in writing, to the Warrant Agent: Jonathan C. Rich EVP - Director of Investment Banking National Securities Corporation 410 Park Avenue 14th Floor New York, NY. 10022 phone: 212-380-2819 fax: 212-380-2828

Please direct requests for additional copies of this Offer to Amend and Exercise, Election to Participate and Exercise Warrant, and Notice of Withdrawal or other materials, in writing, to the Company — DelMar Pharmaceuticals, Inc., Suite 720 - 999 West Broadway, Vancouver, British Columbia CANADA V5Z 1K5; Attn: Corporate Secretary, telephone (604) 629-5989.

ABOUT THIS OFFER TO AMEND AND EXERCISE

YOU SHOULD RELY ONLY ON THE INFORMATION CONTAINED OR INCORPORATED BY REFERENCE IN THIS OFFER TO AMEND AND EXERCISE. WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE INFORMATION DIFFERENT FROM THAT CONTAINED OR INCORPORATED BY REFERENCE IN THIS OFFER TO AMEND AND EXERCISE AND, IF PROVIDED, SUCH INFORMATION MUST NOT BE RELIED UPON.

ALTHOUGH OUR BOARD OF DIRECTORS HAS APPROVED THE OFFER TO AMEND AND EXERCISE, NEITHER THE COMPANY, ITS DIRECTORS, OFFICERS, ADVISORS OR AGENTS, INCLUDING THE WARRANT AGENT, MAKES ANY RECOMMENDATION AS TO WHETHER YOU SHOULD ACCEPT THE OFFER TO AMEND AND EXERCISE. YOU SHOULD NOT CONSIDER THE BOARD'S APPROVAL TO BE A RECOMMENDATION AS TO WHETHER YOU SHOULD PARTICIPATE IN THE OFFER TO AMEND AND EXERCISE WARRANTS. YOU MUST MAKE YOUR OWN DECISION WHETHER TO ACCEPT THE OFFER TO AMEND AND EXERCISE.

RISK FACTORS

Investment in our common stock involves a substantial degree of risk and should be regarded as speculative. As a result, the purchase of our common stock should be considered only by persons who can reasonably afford to lose their entire investment. Before you elect to participate in the Offer to Amend and Exercise, you should carefully consider the risk and uncertainties described below in addition to the other information in this Offer to Amend and Exercise and other information incorporated herein by reference. Additional risks and uncertainties of which we are unaware or which we currently believe are immaterial could also materially adversely affect our business, financial condition or results of operations. In any case, the trading price of our common stock could decline, and you could lose all or part of your investment.

Risks related to our Business and our Industry

We have a limited operating history and a history of operating losses, and expect to incur significant additional operating losses.

We are a development stage company. Our subsidiary, Del Mar Pharmaceuticals (BC) Ltd. ("DelMar (BC)") was incorporated in British Columbia on April 6, 2010 and has only a limited operating history. Therefore, there is limited historical financial information upon which to base an evaluation of our performance. Our prospects must be considered in light of the uncertainties, risks, expenses, and difficulties frequently encountered by companies in their early stages of operations. We have generated net losses since we began operations, including $8,290,689 and $2,400,363 for the years ended December 31, 2013 and 2012, respectively. We expect to incur substantial additional net expenses over the next several years as our research, development, and commercial activities increase. The amount of future losses and when, if ever, we will achieve profitability are uncertain. Our ability to generate revenue and achieve profitability will depend on, among other things, successful completion of the preclinical and clinical development of our product candidates; obtaining necessary regulatory approvals from the FDA and international regulatory agencies; successful manufacturing, sales, and marketing arrangements; and raising sufficient funds to finance our activities. If we are unsuccessful at some or all of these undertakings, our business, prospects, and results of operations may be materially adversely affected.

Our independent auditor has expressed substantial doubt about our ability to continue as a going concern. Our ability to continue is dependent on our ability to raise additional capital and our operations could be curtailed if we are unable to obtain the required additional funding when needed.

There is a large degree of uncertainty as to the expenses the Company will incur in developing and pursuing its business plan. In addition, the Company has not begun to generate revenues. Consequently, our audited financial statements for the fiscal year ended December 31, 2013, include an explanatory paragraph that such financial statements were prepared assuming that we would continue as a going concern. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Consequently, in the future management will need to pursue various financing alternatives to fund the Company's operations so it can continue as a going concern in the medium to longer term. Accordingly, the Company is considered to be in the development stage as defined in Accounting Standards Codification (ASC) 915-10. We believe, based on our current estimates and plans we expect to have enough cash to fund our operations for the next 12 to 15 months. Management plans to secure the necessary financing through the issue of new equity and/or the entering into of strategic partnership arrangements. Nevertheless, there is no assurance that these initiatives will be successful.

There could be material differences in our cost estimates or there can be unforeseen events, problems or delays will occur that would require us to seek additional debt and/or equity funding. The ability of the Company to meet its obligations and continue the research and development of its product candidate is dependent on its ability to continue to raise adequate financing. There can be no assurance that such financing will be available to the Company in the amount required at any time or for any period or, if available, that it can be obtained on terms satisfactory to the Company. The Company may tailor its drug candidate program based on the amount of funding it raises.

Our future funding requirements will depend on many factors, including but not limited to:

- the rate of progress and cost of our clinical trials, preclinical studies and other discovery and research and development activities;
- the costs associated with establishing manufacturing and commercialization capabilities;
- the costs of acquiring or investing in businesses, product candidates and technologies;
- the costs of filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights;
- the costs and timing of seeking and obtaining FDA and other regulatory approvals;
- the effect of competing technological and market developments; and
- the economic and other terms and timing of any collaboration, licensing or other arrangements into which we may enter.

Until we can generate a sufficient amount of product revenue to finance our cash requirements, which we may never do, we expect to finance future cash needs primarily through public or private equity offerings, debt financings or strategic collaborations. Although we are not reliant on institutional credit finance and therefore not subject to debt covenant compliance requirements or potential withdrawal of credit by banks, the current economic climate has also impacted the availability of funds and activity in equity markets. We do not know whether additional funding will be available on acceptable terms, or at all. If we are not able to secure additional funding when needed, we may have to delay, reduce the scope of or eliminate one or more of our clinical trials or research and development programs or make changes to our operating plan. In addition, we may have to establish collaborations, partnerships, or license our product programs at an early stage of development, which would lower the economic value of those programs to us.

We will need to secure additional financing.

We anticipate that we will incur operating losses for the foreseeable future. We will require additional funds for our anticipated operations and if we are not successful in securing additional financing, we may be required to delay significantly, reduce the scope of our research and development program, downsize our general and administrative infrastructure, or seek alternative measures to avoid insolvency, including arrangements with collaborative partners or others that may require us to relinquish rights to certain of our technologies or product candidate.

We are an early-stage company with an unproven business strategy and may never achieve commercialization of our candidate products or profitability.

We are at an early stage of development and commercialization of our technologies and product candidates. We have not yet begun to market any products and, accordingly, have not begun or generate revenues from the commercialization of our product. Our product will require significant additional clinical testing and investment prior to commercialization. A commitment of substantial resources by ourselves and, potentially, our partners to conduct time-consuming research and clinical trials will be required if we are to complete the development of our product candidate. There can be no assurance that our product candidate will meet applicable regulatory standards, obtain required regulatory approvals, be capable of being produced in commercial quantities at reasonable costs or be successfully marketed. Our product candidate is not expected to be commercially available for several years, if at all.

We are currently focused on the development of a single product candidate

Our product development efforts are currently focused on a single product, VAL-083, for which we are researching multiple indications. If VAL-083 fails to achieve clinical endpoints or exhibits unanticipated toxicity or if a superior product is developed by a competitor, our prospects for obtaining regulatory approval and commercialization may be negatively impacted. In the long term, we hope to establish a pipeline of product candidates and we have identified additional product candidates that we may be able to acquire or license in the future. However, at this time we do not have any formal agreements granting us any rights to such additional product candidates.

Our collaborators' ability to sell therapeutic products will depend to a large extent upon reimbursement from health care insurance companies.

Our success may depend, in part, on the extent to which reimbursement for the costs of therapeutic products and related treatments will be available from third-party payers such as government health administration authorities, private health insurers, managed care programs, and other organizations. Over the past decade, the cost of health care has risen significantly, and there have been numerous proposals by legislators, regulators, and third-party health care payers to curb these costs. Some of these proposals have involved limitations on the amount of reimbursement for certain products. Similar federal or state health care legislation may be adopted in the future and any products that we or our collaborators seek to commercialize may not be considered cost-effective. Adequate third-party insurance coverage may not be available for us or our collaborative partners to establish and maintain price levels that are sufficient for realization of an appropriate return on investment in product development.

We are dependent on obtaining certain patents and protecting our proprietary rights.

Our success will depend, in part, on our ability to obtain patents, maintain trade secret protection and operate without infringing on the proprietary rights of third parties or having third parties circumvent our rights. We have filed and are actively pursuing patent applications for our products. The patent positions of biotechnology, biopharmaceutical and pharmaceutical companies can be highly uncertain and involve complex legal and factual questions. Thus, there can be no assurance that any of our patent applications will result in the issuance of patents, that we will develop additional proprietary products that are patentable, that any patents issued to us or those that already have been issued will provide us with any competitive advantages or will not be challenged by any third parties, that the patents of others will not impede our ability to do business or that third parties will not be able to circumvent our patents. Furthermore, there can be no assurance that others will not independently develop similar products, duplicate any of our products not under patent protection, or, if patents are issued to us, design around the patented products we developed or will develop.

We may be required to obtain licenses from third parties to avoid infringing patents or other proprietary rights. No assurance can be given that any licenses required under any such patents or proprietary rights would be made available, if at all, on terms we find acceptable. If we do not obtain such licenses, we could encounter delays in the introduction of products, or could find that the development, manufacture or sale of products requiring such licenses could be prohibited.

A number of pharmaceutical, biopharmaceutical and biotechnology companies and research and academic institutions have developed technologies, filed patent applications or received patents on various technologies that may be related to or affect our business. Some of these technologies, applications or patents may conflict with our technologies or patent applications. Such conflict could limit the scope of the patents, if any, that we may be able to obtain or result in the denial of our patent applications. In addition, if patents that cover our activities are issued to other companies, there can be no assurance that we would be able to obtain licenses to these patents at a reasonable cost or be able to develop or obtain alternative technology. If we do not obtain such licenses, we could encounter delays in the introduction of products, or could find that the development, manufacture or sale of products requiring such licenses could be prohibited. In addition, we could incur substantial costs in defending ourselves in suits brought against us on patents it might infringe or in filing suits against others to have such patents declared invalid.

Patent applications in the U.S. are maintained in secrecy and not published if either: i) the application is a provisional application or, ii) the application is filed and we request no publication, and certify that the invention disclosed "has not and will not" be the subject of a published foreign application. Otherwise, U.S. applications or foreign counterparts, if any, publish 18 months after the priority application has been filed. Since publication of discoveries in the scientific or patent literature often lag behind actual discoveries, we cannot be certain that we or any licensor were the first creator of inventions covered by pending patent applications or that we or such licensor was the first to file patent applications for such inventions. Moreover, we might have to participate in interference proceedings declared by the U.S. Patent and Trademark Office to determine priority of invention, which could result in substantial cost to us, even if the eventual outcome were favorable to us. There can be no assurance that our patents, if issued, would be held valid or enforceable by a court or that a competitor's technology or product would be found to infringe such patents.

In addition, the protection of intellectual property rights in China (where our lead product candidate, VAL-083, is manufactured pursuant to a collaboration agreement with the only manufacturer presently licensed by the CFDA to produce the product for the China market, and where VAL-083 is approved for the treatment of CML and lung cancer) is relatively weak compared to the United States, which may negatively affect our ability to generate revenue from VAL-083.

Much of our know-how and technology may not be patentable. To protect our rights, we require employees, consultants, advisors and collaborators to enter into confidentiality agreements. There can be no assurance, however, that these agreements will provide meaningful protection for our trade secrets, know-how or other proprietary information in the event of any unauthorized use or disclosure. Further, our business may be adversely affected by competitors who independently develop competing technologies, especially if we obtain no, or only narrow, patent protection.

We are subject to various government regulations.

The manufacture and sale of human therapeutic and diagnostic products in the U.S., Canada and foreign jurisdictions are governed by a variety of statutes and regulations. These laws require approval of manufacturing facilities, controlled research and testing of products and government review and approval of a submission containing manufacturing, preclinical and clinical data in order to obtain marketing approval based on establishing the safety and efficacy of the product for each use sought, including adherence to current cGMP during production and storage, and control of marketing activities, including advertising and labeling.

The product we are currently developing will require significant development, preclinical and clinical testing and investment of substantial funds prior to their commercialization. The process of obtaining required approvals can be costly and time-consuming, and there can be no assurance that future products will be successfully developed and will prove to be safe and effective in clinical trials or receive applicable regulatory approvals. Markets other than the U.S. and Canada have similar restrictions. Potential investors and shareholders should be aware of the risks, problems, delays, expenses and difficulties which we may encounter in view of the extensive regulatory environment which controls our business.

If we are unable to keep up with rapid technological changes in our field or compete effectively, we will be unable to operate profitably.

We are engaged in a rapidly changing field. Other products and therapies that will compete directly with the products that we are seeking to develop and market currently exist or are being developed. Competition from fully integrated pharmaceutical companies and more established biotechnology companies is intense and is expected to increase. Most of these companies have significantly greater financial resources and expertise in discovery and development, manufacturing, preclinical and clinical testing, obtaining regulatory approvals and marketing than us. Smaller companies may also prove to be significant competitors, particularly through collaborative arrangements with large pharmaceutical and established biopharmaceutical or biotechnology companies. Many of these competitors have significant products that have been approved or are in development and operate large, well-funded discovery and development programs. Academic institutions, governmental agencies and other public and private research organizations also conduct research, seek patent protection and establish collaborative arrangements for therapeutic products and clinical development and marketing. These companies and institutions compete with us in recruiting and retaining highly qualified scientific and management personnel. In addition to the above factors, we will face competition based on product efficacy and safety, the timing and scope of regulatory approvals, availability of supply, marketing and sales capability, reimbursement coverage, price and patent position. There is no assurance that our competitors will not develop more effective or more affordable products, or achieve earlier patent protection or product commercialization, than our own.

Other companies may succeed in developing products earlier than ourselves, obtaining Health Canada, EMA and FDA approvals for such products more rapidly than we will, or in developing products that are more effective than products we propose to develop. While we will seek to expand our technological capabilities in order to remain competitive, there can be no assurance that research and development by others will not render our technology or products obsolete or non-competitive or result in treatments or cures superior to any therapy we develop, or that any therapy we develop will be preferred to any existing or newly developed technologies.

Clinical trials for our product candidate are expensive and time consuming, and their outcome is uncertain.

The process of obtaining and maintaining regulatory approvals for new therapeutic product is expensive, lengthy and uncertain. Costs and timing of clinical trials may vary significantly over the life of a project owing to any or all of the following non-exclusive reasons:

- the duration of the clinical trial;
- the number of sites included in the trials;
- the countries in which the trial is conducted;
- the length of time required and ability to enroll eligible patients;
- the number of patients that participate in the trials;
- the number of doses that patients receive;
- the drop-out or discontinuation rates of patients;
- per patient trial costs;
- third party contractors failing to comply with regulatory requirements or meet their contractual obligations to us in a timely manner;
- our final product candidates having different properties in humans than in laboratory testing;
- the need to suspect or terminate our clinical trials;
- insufficient or inadequate supply of quality of necessary materials to conduct our trials;
- potential additional safety monitoring, or other conditions required by FDA or comparable foreign regulatory authorities regarding the scope or design of our clinical trials, or other studies requested by regulatory agencies;
- problems engaging institutional review boards, or IRBs, to oversee trials or in obtaining and maintaining IRB approval of studies;
- the duration of patient follow-up;
- the efficacy and safety profile of a product candidate;
- the costs and timing of obtaining regulatory approvals; and
- the costs involved in enforcing or defending patent claims or other intellectual property rights.

Late stage clinical trials are especially expensive, typically requiring tens of millions of dollars, and take years to reach their outcomes. Such outcomes often fail to reproduce the results of earlier trials. It is often necessary to conduct multiple late stage trials (including multiple Phase III trials) in order to obtain sufficient results to support product approval, which further increases the expense. Sometimes trials are further complicated by changes in requirements while the trials are under way (for example, when the standard of care changes for the disease that is being studied in the trial). Accordingly, any of our current or future product candidates could take a significantly longer time to gain regulatory approval than we expect, or may never gain approval, either of which could delay or stop the commercialization of our product candidates.

We may be required to suspend or discontinue clinical trials due to unexpected side effects or other safety risks that could preclude approval of our product candidates.

Our clinical trials may be suspended at any time for a number of reasons. For example, we may voluntarily suspend or terminate our clinical trials if at any time we believe that they present an unacceptable risk to the clinical trial patients. In addition, the FDA or other regulatory agencies may order the temporary or permanent discontinuation of our clinical trials at any time if they believe that the clinical trials are not being conducted in accordance with applicable regulatory requirements or that they present an unacceptable safety risk to the clinical trial patients.

Administering any product candidate to humans may produce undesirable side effects. These side effects could interrupt, delay or halt clinical trials of our product candidates and could result in the FDA or other regulatory authorities denying further development or approval of our product candidates for any or all targeted indications. Ultimately, some or all of our product candidates may prove to be unsafe for human use. Moreover, we could be subject to significant liability if any volunteer or patient suffers, or appears to suffer, adverse health effects as a result of participating in our clinical trials.

We may not receive regulatory approvals for our product candidate or there may be a delay in obtaining such approvals.

Our product and our ongoing development activities are subject to regulation by regulatory authorities in the countries in which we or our collaborators and distributors wish to test, manufacture or market our products. For instance, the FDA will regulate the product in the U.S. and equivalent authorities, such as the EMA, will regulate in Europe. Regulatory approval by these authorities will be subject to the evaluation of data relating to the quality, efficacy and safety of the product for its proposed use, and there can be no assurance that the regulatory authorities will find our data sufficient to support product approval of VAL-083.

The time required to obtain regulatory approval varies between countries. In the U.S., for products without "Fast Track" status, it can take up to eighteen (18) months after submission of an application for product approval to receive the FDA's decision. Even with Fast Track status, FDA review and decision can take up to twelve (12) months. At present, we do not have Fast Track status for our lead product candidate, VAL-083.

Different regulators may impose their own requirements and may refuse to grant, or may require additional data before granting, an approval, notwithstanding that regulatory approval may have been granted by other regulators. Regulatory approval may be delayed, limited or denied for a number of reasons, including insufficient clinical data, the product not meeting safety or efficacy requirements or any relevant manufacturing processes or facilities not meeting applicable requirements as well as case load at the regulatory agency at the time.

We may fail to comply with regulatory requirements.

Our success will be dependent upon our ability, and our collaborative partners' abilities, to maintain compliance with regulatory requirements, including cGMP, and safety reporting obligations. The failure to comply with applicable regulatory requirements can result in, among other things, fines, injunctions, civil penalties, total or partial suspension of regulatory approvals, refusal to approve pending applications, recalls or seizures of products, operating and production restrictions and criminal prosecutions.

Regulatory approval of our products may be withdrawn at any time.

After regulatory approval has been obtained for medicinal products, the product and the manufacturer are subject to continual review, including the review of adverse experiences and clinical results that are reported after our products are made available to patients, and there can be no assurance that such approval will not be withdrawn or restricted. Regulators may also subject approvals to restrictions or conditions, or impose post-approval obligations on the holders of these approvals, and the regulatory status of such products may be jeopardized if such obligations are not fulfilled. If post-approval studies are required, such studies may involve significant time and expense.

The manufacturer and manufacturing facilities we use to make any of our products will also be subject to periodic review and inspection by the FDA or EMA, as applicable. The discovery of any new or previously unknown problems with the product, manufacturer or facility may result in restrictions on the product or manufacturer or facility, including withdrawal of the product from the market. We will continue to be subject to the FDA or EMA requirements, as applicable, governing the labeling, packaging, storage, advertising, promotion, recordkeeping, and submission of safety and other post-market information for all of our product candidates, even those that the FDA or EMA, as applicable, had approved. If we fail to comply with applicable continuing regulatory requirements, we may be subject to fines, suspension or withdrawal of regulatory approval, product recalls and seizures, operating restrictions and other adverse consequences.

We manufacture our clinical supplies at a single location. Any disruption at this facility could adversely affect our business and results of operations.

We rely on our manufacturing partner, Guangxi Wuzhou Pharmaceuticals (Group) Co. Ltd. for the manufacture of clinical supply of VAL-083. If our partner's facility were damaged or destroyed, or otherwise subject to disruption, it would require substantial lead-time to replace our clinical supply. In such event, we would be forced to rely entirely on other third-party contract manufacturers for an indefinite period of time. We have established a relationship with a back-up manufacturer, which has produced quantities of the active pharmaceutical ingredient contained in VAL-083. However, at this time no drug product has been manufactured by a third-party back-up manufacturer. Any disruptions or delays by Guangxi Wuzhou Pharmaceuticals or their failure to meet regulatory compliance could impair our ability to develop VAL-083, which would adversely affect our business and results of operations.

There may not be a viable market for our product.

We believe that there will be many different applications for our product. We also believe that the anticipated market for our product will continue to expand. These assumptions may prove to be incorrect for a variety of reasons, including competition from other products and the degree of our products' commercial viability.

We rely on key personnel and, if we are unable to retain or motivate key personnel or hire qualified personnel, we may not be able to grow effectively.

We are dependent on certain members of our management, scientific and drug development staff and consultants, the loss of services of one or more of whom could materially adversely affect us.

We currently have four full-time employees, and retain the services of approximately 19 persons on an independent contractor/consultant and contract-employment basis. Our ability to manage growth effectively will require us to continue to implement and improve our management systems and to recruit and train new employees. Although we have done so in the past and expect to do so in the future, there can be no assurance that we will be able to successfully attract and retain skilled and experienced personnel.

We may be subject to foreign exchange fluctuation.

Our functional and reporting currency is the United States dollar. We maintain bank accounts in United States and Canadian dollars. A portion of our expenditures are in foreign currencies, most notably in Canadian dollars, and therefore we are subject to foreign currency fluctuations, which may, from time to time, impact our financial position and results. We may enter into hedging arrangements under specific circumstances, typically through the use of forward or futures currency contracts, to minimize the impact of increases in the value of the Canadian dollar. In order to minimize our exposure to foreign exchange fluctuations we may hold sufficient Canadian dollars to cover our expected Canadian dollar expenditures.

We may be exposed to potential product and clinical trials liability.

Our business exposes us to potential product liability risks, which are inherent in the testing, manufacturing, marketing and sale of therapeutic products. Human therapeutic products involve an inherent risk of product liability claims and associated adverse publicity. While we will continue to take precautions we deem appropriate, there can be no assurance that we will be able to avoid significant product liability exposure. We maintain liability insurance coverage. Such insurance is expensive, difficult to obtain and may not continue to be available on acceptable terms, if at all. An inability to obtain sufficient insurance coverage on reasonable terms or to otherwise protect against potential product liability claims could prevent or inhibit the commercialization of our current or potential products. A product liability claim brought against us in a clinical trial or a product withdrawal could have a material adverse effect upon us and our financial condition.

We are dependent on our collaborative partners and service providers the loss of which would hurt our business.

Our strategy is to enter into various arrangements with corporate and academic collaborators, licensors, licensees, service providers and others for the research, development, clinical testing and commercialization of our product. We intend to or have entered into agreements with academic, medical and commercial organizations to research, develop and test our product. In addition, we intend to enter into corporate partnerships to commercialize the Company's core product. There can be no assurance that such collaborations can be established on favorable terms, if at all.

Should any collaborative partner or service provider fail to appropriately research, develop, test or successfully commercialize any product to which the Company has rights, our business may be adversely affected. Failure of a collaborative partner or service provider to successfully conduct or complete their activities or to remain a viable collaborative partner or commercialize enterprise for any particular program could delay or halt the development or commercialization of any products arising out of such program. While management believes that collaborative partners and service providers will have sufficient economic motivation to continue their activities, there can be no assurance that any of these collaborations or provisions of required services will be continued or result in successfully commercialized products.

In addition, there can be no assurance that the collaborative research or commercialization partners will not pursue alternative technologies or develop alternative products either on their own or in collaboration with others, including our competitors, as a means for developing treatments for the diseases or conditions targeted by our programs.

We may become subject to liabilities related to risks inherent in working with hazardous materials.

Our discovery and development processes involve the controlled use of hazardous and radioactive materials. We are subject to federal, provincial and local laws and regulations governing the use, manufacture, storage, handling and disposal of such materials and certain waste products. Although we believe that our safety procedures for handling and disposing of such materials comply with the standards prescribed by such laws and regulations, the risk of accidental contamination or injury from these materials cannot be completely eliminated. In the event of such an accident, we could be held liable for any damages that result and any such liability could exceed our resources. We are not specifically insured with respect to this liability. Although we believe that we are in compliance in all material respects with applicable environmental laws and regulations and currently do not expect to make material capital expenditures for environmental control facilities in the near-term, there can be no assurance that we will not be required to incur significant costs to comply with environmental laws and regulations in the future, or that our operations, business or assets will not be materially adversely affected by current or future environmental laws or regulations.

Risks Related to Our Common Stock

There is a limited trading market for the Company's common stock, and you may have difficulty trading and obtaining quotations for our common stock.

The Company's common stock is registered under the Exchange Act and is quoted on the OTC Bulletin Board. Prior to January 25, 2013, there was no reported trading in the Company's common stock. Since January 25, 2013, there has been limited trading in our common stock. As a result, investors may find it difficult to dispose of, or to obtain accurate quotations of the price of, our securities. This severely limits the liquidity of the common stock, and may adversely affect the market price of our common stock. A limited market may also impair our ability to raise capital by selling shares of capital stock and may impair our ability to acquire other companies or assets by using common stock as consideration.

The market price of our common stock is, and is likely to continue to be, highly volatile and subject to wide fluctuations.

The market price of our common stock is highly volatile and could be subject to wide fluctuations in response to a number of factors that are beyond our control, including:

- variations in our quarterly operating results;
- announcements that our revenue or income are below analysts' expectations;
- general economic slowdowns;
- sales of large blocks of the Company's common stock; and
- announcements by us or our competitors of significant contracts, acquisitions, strategic partnerships, joint ventures or capital commitments.

Our common stock is subject to the "penny stock" rules of the Securities and Exchange Commission, which may make it more difficult for stockholders to sell our common stock.

The SEC has adopted Rule 15g-9 which establishes the definition of a "penny stock," for the purposes relevant to us, as any equity security that has a market price of less than $5.00 per share, subject to certain exceptions. For any transaction involving a penny stock, unless exempt, the rules require that a broker or dealer approve a person's account for transactions in penny stocks, and the broker or dealer receive from the investor a written agreement to the transaction, setting forth the identity and quantity of the penny stock to be purchased.

In order to approve a person's account for transactions in penny stocks, the broker or dealer must obtain financial information and investment experience objectives of the person, and make a reasonable determination that the transactions in penny stocks are suitable for that person and the person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks.

The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prescribed by the SEC relating to the penny stock market, which, in highlight form sets forth the basis on which the broker or dealer made the suitability determination, and that the broker or dealer received a signed, written agreement from the investor prior to the transaction.

Generally, brokers may be less willing to execute transactions in securities subject to the "penny stock" rules. This may make it more difficult for investors to dispose of the Company's common stock if and when such shares are eligible for sale and may cause a decline in the market value of its stock.

Disclosure also has to be made about the risks of investing in penny stocks in both public offerings and in secondary trading and about the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stock.

Because we became public by means of a reverse acquisition, we may not be able to attract the attention of brokerage firms.

Because we became public through a "reverse acquisition", securities analysts of brokerage firms may not provide coverage of us since there is little incentive to brokerage firms to recommend the purchase of our common stock. No assurance can be given that brokerage firms will want to conduct any secondary offerings on behalf of the Company in the future.

Applicable regulatory requirements, including those contained in and issued under the Sarbanes-Oxley Act of 2002, may make it difficult for the Company to retain or attract qualified officers and directors, which could adversely affect the management of its business and its ability to obtain or retain listing of its common stock.

The Company may be unable to attract and retain those qualified officers, directors and members of board committees required to provide for effective management because of the rules and regulations that govern publicly held companies, including, but not limited to, certifications by principal executive officers. The enactment of the Sarbanes-Oxley Act has resulted in the issuance of a series of related rules and regulations and the strengthening of existing rules and regulations by the SEC, as well as the adoption of new and more stringent rules by the stock exchanges. The perceived increased personal risk associated with these changes may deter qualified individuals from accepting roles as directors and executive officers.

Further, some of these changes heighten the requirements for board or committee membership, particularly with respect to an individual's independence from the corporation and level of experience in finance and accounting matters. The Company may have difficulty attracting and retaining directors with the requisite qualifications. If the Company is unable to attract and retain qualified officers and directors, the management of its business and its ability to obtain or retain listing of our shares of common stock on any stock exchange (assuming the Company elects to seek and are successful in obtaining such listing) could be adversely affected.

If the Company fails to maintain an effective system of internal controls, it may not be able to accurately report its financial results or detect fraud. Consequently, investors could lose confidence in the Company's financial reporting and this may decrease the trading price of its stock.

The Company must maintain effective internal controls to provide reliable financial reports and detect fraud. The Company has been assessing its internal controls to identify areas that need improvement. It is in the process of implementing changes to internal controls, but has not yet completed implementing these changes. Failure to implement these changes to the Company's internal controls or any others that it identifies as necessary to maintain an effective system of internal controls could harm its operating results and cause investors to lose confidence in the Company's reported financial information. Any such loss of confidence would have a negative effect on the trading price of the Company's stock.

Voting power of our shareholders is highly concentrated by insiders.

Our officers and directors control, either directly or indirectly, a substantial portion of our voting securities. Therefore, our management may significantly affect the outcome of all corporate actions and decisions for an indefinite period of time including election of directors, amendment of charter documents and approval of mergers and other significant corporate transactions.

We do not intend to pay dividends for the foreseeable future.

We have paid no dividends on our common stock to date and it is not anticipated that any dividends will be paid to holders of our common stock in the foreseeable future. While our future dividend policy will be based on the operating results and capital needs of the business, it is currently anticipated that any earnings will be retained to finance our future expansion and for the implementation of our business plan. As an investor, you should take note of the fact that a lack of a dividend can further affect the market value of our common stock, and could significantly affect the value of any investment in our Company.

Our articles of incorporation allow for our board to create new series of preferred stock without further approval by our stockholders, which could adversely affect the rights of the holders of our common stock.

Our Board of Directors has the authority to fix and determine the relative rights and preferences of preferred stock. Our Board of Directors has the authority to issue up to 5,000,000 shares of our preferred stock (of which 1 share has been designated Special Voting Preferred Stock and is issued and outstanding) without further stockholder approval. As a result, our Board of Directors could authorize the issuance of a series of preferred stock that would grant to holders the preferred right to our assets upon liquidation, the right to receive dividend payments before dividends are distributed to the holders of common stock and the right to the redemption of the shares, together with a premium, prior to the redemption of our common stock. In addition, our board of directors could authorize the issuance of a series of preferred stock that has greater voting power than our common stock or that is convertible into our common stock, which could decrease the relative voting power of our common stock or result in dilution to our existing stockholders. Although we have no present intention to issue any additional shares of preferred stock or to create any additional series of preferred stock, we may issue such shares in the future.

As an issuer of "penny stock", the protection provided by the federal securities laws relating to forward looking statements does not apply to us.

Although federal securities laws provide a safe harbor for forward-looking statements made by a public company that files reports under the federal securities laws, this safe harbor is not available to issuers of penny stocks. As a result, we will not have the benefit of this safe harbor protection in the event of any legal action based upon a claim that the material provided by us contained a material misstatement of fact or was misleading in any material respect because of our failure to include any statements necessary to make the statements not misleading. Such an action could hurt our financial condition.

Our issuance of common stock upon exercise of warrants or options may depress the price of our common stock.

As of June 6, 2014, we have 28,947,760 shares of common stock, 7,044,583 shares of common stock issuable upon exchange of the Exchangeable Shares, warrants to purchase 18,732,485, including 9,195,478 Investor Warrants, shares of common stock, and options to purchase 3,240,000 shares of common stock, issued and outstanding. The issuance of shares of common stock upon exercise of outstanding warrants or options could result in substantial dilution to our stockholders, which may have a negative effect on the price of our common stock.

DESCRIPTION OF THE OFFER TO AMEND AND EXERCISE

DelMar Pharmaceuticals, Inc. (the " **Company** ") is offering to amend, upon the terms and subject to the conditions set forth herein, warrants to purchase an aggregate of 9,195,478 shares of common stock (the " **Offer to Amend and Exercise** "), including: warrants to purchase 9,195,478 shares of the Company's common stock issued to investors participating in the Company's private placement financings closed on January 25, 2013, January 31, 2013, February 8, 2013,February 21, 2013, February 28, 2013, March 1, 2013, and March 6, 2013 (the " **Investor Warrants**"). There is no minimum participation requirement with respect to this Offer to Amend and Exercise.

Pursuant to the Offer to Amend and Exercise, the Investor Warrants will be amended (the " **Amended Warrants** ") to: (i) reduce the exercise price of the Investor Warrants from $0.80 per share to $0.65 per share of common stock in cash, (ii) shorten the exercise period of the Investor Warrants so that they expire concurrently with the expiration of the Offer to Amend and Exercise at 5:00 p.m. (Pacific Time) on July 7, 2014, as may be extended by the Company in its sole discretion (" **Expiration Date**"), (iii) delete the price-based anti-dilution provisions contained in the Investor Warrants, (iv) restrict the ability of the holder of shares issuable upon exercise of the Amended Warrants to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any of such shares without the prior written consent of the Company for a period twenty (20) days after the Expiration Date (the " **Lock-Up Period** "); and (v) provide that a holder, acting alone or with others, will agree not to effect any purchases or sales of any securities of the Company in any "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, or any type of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) or similar arrangements, or sales or other transactions through non-U.S. broker dealers or foreign regulated brokers through the expiration of the Lock-Up Period. Other than set forth above, the terms of the Investor Warrants will remain unmodified and in full force and effect.

SECTION 1. FORWARD LOOKING STATEMENTS

This Offer to Amend and Exercise contains forward-looking statements. These statements relate to anticipated future events, future results of operations or future financial performance. In some cases, you can identify forward-looking statements by terminology such as "may," "might," "will," "should," "intends," "expects," "plans," "goals," "projects," "anticipates," "believes," "estimates," "predicts," "potential," or "continue" or the negative of these terms or other comparable terminology. These forward-looking statements are only expectations, are uncertain and involve substantial known and unknown risks, uncertainties and other factors which may cause the Company's (or its industry's) actual results, levels of activity or performance to be materially different from any future results, levels of activity or performance expressed or implied by these forward-looking statements. The factors that could cause the Company's actual 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 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. The "Risk Factors" section of this Offer to Amend and Exercise sets forth detailed risks, uncertainties and cautionary statements regarding the Company's business, the Company's common stock and the risks of participating in the Offer to Amend and Exercise. You should not place undue reliance on these forward-looking statements, which speak only as of the date that they were made. These cautionary statements should be considered with any written or oral forward-looking statements that the Company may issue in the future. Except as required by applicable law, the Company does not intend to update any of the forward-looking statements to conform these statements to reflect actual results, later events or circumstances or to reflect the occurrence of unanticipated events.

SECTION 2. PURPOSES OF THE OFFER TO AMEND AND EXERCISE AND USE OF PROCEEDS

Reduction of Warrant Liability: The Offer to Amend can help the Company reduce the warrant liability recorded by the Company on its financial statements. The warrant liability serves as an impediment to certain goals of the Company, as significant warrant liability on the Company's balance sheet may make it more difficult for the Company to list its shares of common stock on a national securities exchange. The Investor Warrants contain price-based anti-dilution provisions that provide the holders with protection against future down-round financings. Based on these anti-dilution provisions, the Company is required to record a derivative liability on its balance sheet each fiscal quarter for the Investor Warrants based on the fair value of the Investor Warrants as of the end of such fiscal quarter. The Company's obligation to continue to record a derivative liability each quarter for a particular Investor Warrant ends when the Investor Warrant is exercised or expires. Various factors are considered in the pricing models the Company used to value the Investor Warrants, including the Company's current stock price, the remaining life of the Investor Warrants, the volatility of the Company's stock price, and the risk free interest rate. As a result of the changes in these factors, the warrant derivative liability related solely to the Investor Warrants recorded by the Company was approximately $4,669,731 and $3,511,115 for the periods ended March 31, 2014 and December 31, 2013, respectively. Future changes in these factors will continue to have a significant impact on the computed fair value of the derivative liability for the Investor Warrants. As such, the Company expects future changes in the fair value of the Investor Warrants to continue to vary significantly from quarter to quarter. The Company believes these significant variations make it more difficult for investors to evaluate the Company's business and operations.

Fund Raising: An additional purpose of the Offer to Amend and Exercise is to raise funds to support the Company's future operations and capital requirements by encouraging the participating holders to exercise their Investor Warrants by significantly reducing the exercise price and shortening the exercise period. The funds obtained will be used by the Company as working capital and for other general corporate purposes.

SECTION 3. ELIGIBILE INVESTOR WARRANTS

The following Investor Warrants are subject to the Offer to Amend and Exercise:

Investor Warrants: Outstanding warrants to purchase 9,195,478 shares of the Company's common stock issued to investors participating in the Company's private placement financings closed on January 25, 2013, January 31, 2013 , February 8, 2013, February 21, 2013, February 28, 2013, March 1, 2013, and March 6, 2013, as amended.

SECTION 4. EXPIRATION DATE

The Offer to Amend and Exercise will be open through 5:00 p.m., Pacific Time on July 7, 2014, as may be extended by the Company in its sole discretion.

SECTION 5. TERMS OF AMENDED WARRANTS

Pursuant to the Offer to Amend and Exercise, the Investor Warrants will be amended as described below:

New Exercise Price: The exercise price of the Investor Warrants will be reduced from $0.80 per share to $0.65 per share.

New Termination Date: The termination date of the Investor Warrants is being shortened to run concurrently with the Expiration Date.

Lock-Up Period: The Amended Warrants will contain a lock-up provision that provides that the holder will not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any of the shares issuable upon exercise of the Amended Warrants without the prior written consent of the Company for a period of twenty (20) days after the Expiration Date. In addition, the Company may impose stop-transfer restrictions to enforce these restrictions.

No Cashless Exercise: The Amended Warrants must be exercised for cash, and any cashless exercise provisions in the Investor Warrants will be inapplicable to the Offer to Amend and Exercise. The shares of common stock issuable upon the exercise of the Amended Warrants will be issued to the holder promptly after the holder's exercise of the Amended Warrants.

Anti-Dilution: The price-based anti-dilution provisions contained in the Investor Warrants will be deleted. Any price-based anti-dilution provisions in the Investor Warrants will be inapplicable to the Offer to Amend and Exercise.

Market Restrictions: A holder will agree not to effect any purchases or sales of any securities of the Company, acting alone or with others, in any "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, or any type of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) or similar arrangements, or sales or other transactions through non-U.S. broker dealers or foreign regulated brokers through the expiration of the Lock-Up Period.

Other Terms: Except as set forth above all other terms of the Amended Warrants will be the same as the terms of the Investor Warrants. See the form of Amended Warrant attached hereto as Exhibits (a)(1)(E) to the Schedule TO.

SECTION 6. CONDITIONS TO THE OFFER TO AMEND AND EXERCISE

The Offer to Amend and Exercise is subject to certain conditions, as described herein:

(i) The Company will not accept any Election to Participate and Exercise Warrant from or on behalf of, any Original Warrant holders if the Company determines that a valid securities exemption is not available under the Securities Act.

(ii) In addition, we are not making this Offer to Amend and Exercise to, nor will we accept any Election to Participate and Exercise Warrant from or on behalf of, Investor Warrant holders in any jurisdiction in which the Offer to Amend and Exercise or the exercise of the Amended Warrants would not be in compliance with the laws of such jurisdiction.

You may not elect to amend but not exercise your Investor Warrants. Participation in this Offer to Amend and Exercise requires both amendment of your Investor Warrants and your exercise of the Amended Warrants, which will happen simultaneously should you choose to participate.

Investor Warrants of holders that elect not to participate and exercise will remain outstanding pursuant to their original terms.

SECTION 7. EXTENSION OF OFFER TO AMEND AND EXERCISE PERIOD; TERMINATION; AMENDMENTS

The Company expressly reserves the right, in its sole discretion and at any time or from time to time, to extend the Expiration Date.

There can be no assurance, however, that the Company will exercise its right to extend the Offer to Amend and Exercise. Amendments to the Offer to Amend and Exercise will be made by written notice thereof to the holders of the Investor Warrants. Material changes to information previously provided to holders of the Investor Warrants in this Offer to Amend and Exercise or in documents furnished subsequent thereto will be disseminated to holders of Investor Warrants. Also, should the Company, pursuant to the terms and conditions of the Offer to Amend and Exercise, materially amend the Offer to Amend and Exercise, the Company will ensure that the Offer to Amend and Exercise remains open long enough to comply with U.S. federal securities laws.

If the Company materially changes the terms of the Offer to Amend and Exercise or the information concerning the Offer to Amend and Exercise, or it waives a material condition of the Offer to Amend and Exercise, the Company will extend the Offer to Amend and Exercise to the extent required under applicable law. The minimum period during which an offer must remain open following any material change in the terms of the Offer to Amend and Exercise or information concerning the Offer to Amend and Exercise (other than a change in price, change in dealer's soliciting fee or change in percentage of securities sought all of which require up to ten (10) additional business days) will depend on the facts and circumstances, including the relative materiality of such terms or information.

SECTION 8. PROCEDURE FOR PARTICIPATING IN OFFER TO AMEND AND EXERCISE AND EXERCISING AMENDED WARRANTS

To participate in the Offer to Amend and Exercise accept and exercise an Amended Warrant and receive the number of shares of Company common stock issuable therefor, you must deliver to the Company before the Expiration Date all of the following: (i) a signed copy of the Election to Participate and Exercise Warrant, (ii) a signed copy of an Accredited Investor Questionnaire, (iii) the original copy of your Investor Warrant (or an Affidavit of Lost Warrant) for cancellation, and (iv) cash in the amount equal to $0.65 per share multiplied by the number of shares of common stock the holder elects to purchase (collectively, the "Acceptance and Exercise Documents"). The cash exercise price may be tendered in the form of a check payable to Signature Bank as Escrow Agent for DelMar Pharmaceuticals, Inc. or by wire transfer to the Company's escrow account at Signature Bank as set forth in the Election to Participate and Exercise Warrant. The signed copy of the Election to Participate and Exercise Warrant, the signed copy of the Accredited Investor Questionnaire, and the original copy of the Investor Warrant (or an Affidavit of Lost Warrant) for cancellation must be properly delivered, before the Expiration Date to: DelMar Pharmaceuticals, Inc., Suite 720 -- 999 West Broadway, Vancouver, British Columbia CANADA V5Z 1K5, Attn: Corporate Secretary, telephone number (604) 629-5989.

SECTION 9. MANNER OF ACCEPTANCE OF PAYMENT AND ISSUANCE OF SHARES

If you properly tender (and do not validly withdraw) your Investor Warrants and the other Acceptance and Exercise Documents on or prior to 5:00 p.m., Pacific Time on July 7, 2014, the Expiration Date of the Offer to Amend and Exercise (or such later date and time if we extend the Offer to Amend and Exercise), promptly following the Expiration Date, we intend to notify our depositary institution and our transfer agent of our acceptance of your payment of the exercise price and your other Acceptance and Exercise Documents and issue and deliver to you the number of shares of Company common stock issuable under the Amended Warrant . See Section 8 "Procedure for Participating in Offer to Amend and Exercise and Exercising Amended Warrants" below.

SECTION 10 WITHDRAWAL RIGHTS

If you change your mind and do not want to participate in the Offer to Amend and Exercise, you may submit the Notice of Withdrawal to us. However, to be effective, the Notice of Withdrawal must be properly completed and must be returned, before 5:00 p.m. Pacific Time on July 7, the Expiration Date of the Offer to Amend and Exercise (or such later date and time if we extend the Offer to Amend Exercise), the Expiration Date to: DelMar Pharmaceuticals, Inc., Suite 720 -- 999 West Broadway, Vancouver, British Columbia CANADA V5Z 1K5, Attn: Corporate Secretary, telephone number (604) 629-5989. Following the Expiration Date, you cannot withdraw your Election to Participate and Exercise Warrant. However, if we have not accepted your tendered Investor Warrants and other Acceptance and Exercise Documents by July 7, 2014, which is the twentieth business day from the commencement of the Offer to Amend and Exercise, you may change your mind and submit a Notice of Withdrawal to us after July 7, 2014.

If you properly withdraw in a timely manner as set forth above, we will promptly: (i) cancel your signed copy of the Election to Participate and Exercise Warrant, (ii) return the original copy of your Investor Warrant (which will remain unmodified and in full force and effect), or issue you a new Investor Warrant if you submitted an Affidavit of Lost Warrant, and (iii) provide you with a check equal to the amount of cash you paid upon exercise of the Amended Warrant.

SECTION 11. REGISTRATION OF WARRANT SHARES

The Investor Warrants and the shares of common stock issuable upon exercise of the Amended Warrants are "restricted securities" and may not be sold by the holder absent a registration statement covering the resale of the shares or an exemption from the registration requirement. We have previously filed a Registration Statement on Form S-1 (File No. 333-182101) to register the resale of the shares of common stock underlying the Investor Warrants under the Securities Act, and amending the Investor Warrants through the Offer to Amend and Exercise will not affect the registration for holders named as selling shareholders in the Registration Statement. Promptly following the Expiration Date, we intend to file a prospectus supplement to the prospectus included in the Registration Statement to reflect the substantive changes from the information currently set forth in such prospectus as a result of the Offer to Amend and Exercise. Thereafter, the holders of shares of common stock issuable upon exercise of the Amended Warrants who are listed as selling stockholders in the Registration Statement may sell their shares of common stock in accordance with the resale restrictions set forth in the "Plan of Distribution" section of the Prospectus in the Registration Statement. Each holder of Investor Warrants should read the applicable Prospectus carefully before deciding whether to participate in the Offer to Amend and Exercise. In addition, any holder (including any transferees or acquirers) of an Investor Warrant or Amended Warrant who is

not listed as a selling stockholder in the Prospectus cannot resell such holder's shares in reliance on the Prospectus, unless and until the Company files a post-effective amendment to the Registration Statement to include such holder as a selling stockholder. Absent the filing of the post-effective amendment to the Registration Statement, the holder (including any transferees or acquirers) will be required to qualify for an exemption from the registration requirements, which may require a holding period of at least six months.

SECTION 12. TRADING MARKET AND PRICE RANGE OF COMMON STOCK

The Company's common stock is quoted on the Over-the-Counter Bulletin Board, or OTCBB, under the symbol "DMPI."

There was no reported trading in our common stock prior to January 25, 2013. Since January 25, 2013, there has been limited trading in our common stock. The following table sets forth the range of high and low bid prices of our common stock as reported and summarized on the OTCQB for the periods indicated. These prices are based on inter-dealer bid and asked prices, without markup, markdown, commissions, or adjustments and may not represent actual transactions.

Calendar Quarter	High Bid	Low Bid
2013 First Quarter	**$ 2.50**	**$ 1.30**
2013 Second Quarter	**$ 2.48**	**$ 1.55**
2013 Third Quarter	**$ 2.04**	**$ 0.90**
2013 Fourth Quarter	**$ 1.48**	**$ 0.75**
2014 First Quarter	**$ 1.60**	**$ 0.79**

Trades in our common stock may be subject to Rule 15g-9 of the Exchange Act, which imposes requirements on broker/dealers who sell securities subject to the rule to persons other than established customers and accredited investors. For transactions covered by the rule, broker/dealers must make a special suitability determination for purchasers of the securities and receive the purchaser's written agreement to the transaction before the sale.

The SEC also has rules that regulate broker/dealer practices in connection with transactions in "penny stocks." Penny stocks generally are equity securities with a price of less than $5.00 (other than securities listed on certain national exchanges, provided that the current price and volume information with respect to transactions in that security is provided by the applicable exchange or system). The penny stock rules require a broker/dealer, before effecting a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document prepared by the SEC that provides information about penny stocks and the nature and level of risks in the penny stock market. The broker/dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker/dealer and its salesperson in the transaction, and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker/dealer and salesperson compensation information, must be given to the customer orally or in writing before effecting the transaction, and must be given to the customer in writing before or with the customer's confirmation. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for shares of our common stock. As a result of these rules, investors may find it difficult to sell their shares.

SECTION 13. SOURCE AND AMOUNT OF FUNDS

Because this transaction is solely an offer to holders to amend their outstanding Investor Warrants, there are no funds or other consideration being paid to participants. The Company will use its existing working capital to pay the fees and expenses associated with this Offer to Amend and Exercise.

SECTION 14. TRANSACTIONS AND AGREEMENTS CONCERNING INVESTOR WARRANTS

None of our directors or executive officers participated in any transaction involving the Investor Warrants during the past 60 days.

SECTION 15. INFORMATION REGARDING THE COMPANY

The following summary highlights selected information regarding the Company. Because it is a summary, it does not contain all of the information you should consider before making a decision to participate in the Offer to Amend and Exercise or exercise your Amended Warrant. Before making an investment decision, you should read the entire Offer to Amend and Exercise carefully, including the "Risk Factors" section above.

Overview

DelMar Pharmaceuticals, Inc. (the "Company") is a Nevada corporation formed on June 24, 2009 under the name Berry Only Inc. ("Berry"). Prior to the Reverse Acquisition (discussed below), Berry did not have any significant assets or operations. On January21, 2013, the Company changed its name to DelMar Pharmaceuticals, Inc.

DelMar Pharmaceuticals, Inc. is the parent company of Del Mar Pharmaceuticals (BC) Ltd. ("DelMar (BC)"), a British Columbia, Canada corporation incorporated on April 2, 2010, which is a clinical and commercial stage drug development company with a focus on the treatment of cancer. We are conducting clinical trials in the United States with our lead product, VAL-083, as a potential new treatment for GBM, the most common and aggressive form of brain cancer. We have also acquired certain exclusive commercial rights to VAL-083 in China where it is approved as a chemotherapy for the treatment of chronic myelogenous leukemia ("CML") and lung cancer. We plan to seek marketing partnerships in China in order to generate royalty revenue.

Our executive offices are located at Suite 720-999 West Broadway, Vancouver, British Columbia, Canada V5Z 1K5. Our clinical operations are managed at Suite R, 3475 Edison Way, Menlo Park, California, 94025. Our website is located at www.delmarpharma.com, and our telephone number is 604-629-5989.

On January 25, 2013 (the "Closing Date"), the Company entered into and closed an exchange agreement (the "Exchange Agreement"), with DelMar (BC), 0959454 B.C. Ltd., a British Columbia corporation and a wholly-owned subsidiary of the Company ("Callco"), 0959456 B.C. Ltd., a British Columbia corporation and a wholly-owned subsidiary of the Company ("Exchangeco"), and securityholders of DelMar (BC). Pursuant to the Exchange Agreement, (i) the Company issued 4,340,417 shares of common stock (the "Parent Shares") to the shareholders of DelMar (BC) who are United States residents (the "U.S. Holders") in exchange for the transfer to Exchangeco of all 4,340,417 outstanding common shares of DelMar (BC) held by the U.S. Holders, (ii) the shareholders of DelMar (BC) who are Canadian residents (the "Canadian Holders") received, in exchange for the transfer to Exchangeco of all 8,729,583 outstanding common shares of DelMar (BC) held by the Canadian Holders, 8,729,583 exchangeable shares (the "Exchangeable Shares") of Exchangeco, and (iii) outstanding warrants to purchase 3,360,000 common shares of DelMar (BC) and outstanding options to purchase 1,020,000 common shares of DelMar (BC) were deemed to be amended such that, rather than entitling the holder to acquire common shares of DelMar (BC), such options and warrants (as amended, the "Exchange Agreement Warrants") will entitle the holders to acquire shares of common stock of the Company. The Canadian Holders will be entitled to require Exchangeco to redeem (or, at the option of the Company or Callco, to have the Company or Callco purchase) the Exchangeable Shares, and upon such redemption or purchase to receive an equal number of shares of common stock of the Company.

Effective on the Closing Date, pursuant to the Exchange Agreement, DelMar (BC) became (indirectly through Exchangeco) a wholly-owned subsidiary of the Company. The acquisition of DelMar (BC) is treated as a reverse acquisition, and the business of DelMar (BC) became the business of the Company. At the time of the Reverse Acquisition, Berry was not engaged in any active business.

Our mission is to benefit patients and create shareholder value by rapidly developing and commercializing anti-cancer therapies in orphan cancer indications where patients have failed or are unlikely to respond to modern therapy. Our lead product candidate, VAL-083, represents a "first-in-class" small-molecule chemotherapeutic, which means that the molecular structure of VAL-083 is not an analogue or derivative of other small molecule chemotherapeutics approved for the treatment of cancer. VAL-083 has been assessed in multiple clinical studies sponsored by the National Cancer Institute ("NCI") in the United States as a treatment against various cancers including lung, brain, cervical, ovarian tumors and leukemia. Published pre-clinical and clinical data suggest that VAL-083 may be active against a range of tumor types. VAL-083 is approved as a cancer chemotherapeutic in China for the treatment of CML and lung cancer. VAL-083 has not been approved for any indication outside of China.

Upon obtaining regulatory approval, we intend to commercialize VAL-083 for the treatment of orphan and other cancer indications where patients have failed other therapies or have limited medical options. Orphan diseases are defined in the United States under the Rare Disease Act of 2002 as "any disease or condition that affects less than 200,000 persons in the United States". The Orphan Drug Act of 1983 is a federal law that provides financial and other incentives including a period of market exclusivity to encourage the development of new treatments for orphan diseases. In February 2012, we announced that VAL-083 has been granted protection under the Orphan Drug Act by the United States Food and Drug Administration ("FDA") for the treatment of glioma, including GBM. In January 2013, the European Medicines Agency ("EMA") also granted orphan drug protection to VAL-083 for the treatment of glioma.

We research the mechanism of action of our product candidate to determine the clinical indications best suited for therapy and work rapidly advance it into human clinical trials and toward commercialization. With this aim, in October 2011 we initiated clinical trials with VAL-083 as a potential new treatment for GBM, the most common and aggressive form of brain cancer. We have presented interim data from our clinical trial at peer reviewed scientific meetings demonstrating that VAL-083 can shrink or halt the growth of tumors in some brain cancer patients who have failed other approved treatments. Currently, there is no approved therapy for these patients.

In addition to our clinical development activities in the United States, we have obtained exclusive commercial rights to VAL-083 in China. In October 2012, we announced that we had entered into a collaboration agreement with the only manufacturer presently licensed by the China Food and Drug Administration ("CFDA") to produce the product for the China market. This agreement provides us with exclusive commercial rights which potentially position us to generate near-term revenue through product sales or royalties for its approved indications in China while we seek global approval in new indications. We anticipate that we may be able to begin generating revenue from such sales or royalties commencing in 2014.

VAL-083 was originally discovered in the 1960's. We have filed a broad portfolio of new patent applications to protect our intellectual property. Our patent applications claim compositions and methods related to the use of VAL-083 and related compounds as well as methods of synthesis and quality controls for the manufacturing process of VAL-083. In July 2013, our first patent was granted by the United States Patent and Trademark Office. The patent expiration date is August 17, 2031. In addition, VAL-083 has been granted protection under the Orphan Drug Act by the FDA and the EMA. We believe that our portfolio of intellectual property rights provides a strong and defensible market position for the commercialization of VAL-083 and other anti-cancer products.

We also believe the experience of our clinical development team will position us to acquire or license additional product candidates to establish a pipeline of product opportunities. We have secured three grants from the National Research Council of Canada, which have provided financial contributions of over Cdn $130,000 to date. We believe we have the potential to create significant value by building and maintaining a sustainable business through the commercialization of VAL-083 across a variety of cancer indications on a world-wide basis.

The Technology

Our drug discovery research focuses on identifying well-validated clinical and commercial-stage compounds and establishing a scientific rationale for development in modern orphan drug indications. Through our relationship with Valent Technologies, LLC ("Valent"), a company owned by Dr. Dennis Brown, our Chief Scientific Officer, we are able to utilize Valent's proprietary ChemEstate™ bioinformatics tools which are used to screen and identify potential candidates. Promising candidates are further researched through our network of consultants and contract research organizations. This approach allows us to rapidly identify and advance potential drug candidates without significant investment in "wet lab" infrastructure. Based on this strategy, we acquired initial VAL-083 intellectual property and prototype drug product from Valent and have identified multiple additional drug candidates that we may have the opportunity to license or acquire in the future.

VAL-083

VAL-083 is a novel "first in class" small-molecule therapeutic agent that we are developing as a new cancer chemotherapy.

VAL-083 has been assessed in multiple National Cancer Institute ("NCI")-sponsored clinical studies in various cancers including lung, brain, cervical, ovarian tumors and leukemia. Published pre-clinical and clinical data from the late 1970s and 1980s suggest that VAL-083 may be active against a range of tumor types; however, further research was not pursued in the United States due to an increased focus by the NCI on targeted biologic therapies during the era. VAL-083 is approved as a cancer chemotherapeutic in China for the treatment of CML and lung cancer.

The mechanism of action of VAL-083 is understood to be a bi-functional alkylating agent. Alkylating agents are a commonly used class of chemotherapy drugs. They work by binding to DNA and interfering with normal processes within the cancer cell, which prevents the cell from making the proteins needed to grow and survive. After exposure to alkylating agents, the cancer cell becomes dysfunctional and dies. There are a number of alkylating agents on the market that are used by physicians to treat different types of cancer.

Based on published research, the functional groups associated with the mechanism of action of VAL-083 are understood to be functionally different from commonly used alkylating agents, including Temodar®, which is commonly used a front-line chemotherapy against GBM. VAL-083 has previously demonstrated activity in cell-lines that are resistant to other types of chemotherapy. No evidence of cross-resistance has been reported in published clinical studies. Based on the presumed alkylating functionality of VAL-083, published literature suggests that DNA repair mechanisms associated with the leading brain cancer therapies, including Temodar ® and nitrosourea resistance, may not confer resistance to VAL-083. Therefore, we believe that VAL-083 may be effective in treating tumors that have failed or become resistant to other chemotherapies.

We have presented new research at peer-reviewed scientific meetings demonstrating that VAL-083 is active in some patients, patient-derived tumor cell lines and cancer stem cells that are resistant to other chemotherapies. Of particular importance is resistance to Temodar ® due to activity of the repair enzyme known as MGMT, which results in resistance to front-line therapy in many GBM patients. At AACR in 2012, we presented data demonstrating that VAL-083 is active independent of MGMT resistance in laboratory studies.

VAL-083 readily crosses the blood brain barrier where it maintains a long half-life in comparison to the plasma. Published preclinical and clinical research demonstrates that VAL-083 is selective for brain tumor tissue.

VAL-083 has been assessed in multiple studies as chemotherapy in the treatment of newly diagnosed and recurrent brain tumors and other cancers. In general, tumor regression in brain cancer was achieved following therapy in greater than 40% of patients treated and stabilization was achieved in an additional 20% - 30%. In published clinical studies, VAL-083 has previously been shown to have a statistically significant impact on median survival in high grade glioma brain tumors when combined with radiation vs. radiation alone.

A summary of published data adapted from separate sources comparing the efficacy of VAL-083 and other therapies in the treatment of glioblastoma multiforme (GBM).

Chemotherapy	Comparative Therapy		Median Survival Benefit vs. XRT
	Radiation	Radiation + Chemotherapy	
Temodar*	12.1 months	58 weeks (14.6 months)	2.5 months
Avastin†	n.a.		n.a.
Lomustine*		52 weeks	n.a.
Carmustine*		40-50 weeks	n.a.
Semustine*		35 weeks	n.a.
VAL-083*	8.8 months	67 weeks (16.8 months)	8.0 months

The main dose-limiting toxicity (“DLT”) related to the administration of VAL-083 in previous NCI-sponsored clinical studies was myelosuppression. Myelosuppression is the decrease in cells responsible for providing immunity, carrying oxygen, and those responsible for normal blood clotting. Myelosuppression is a common side effect of chemotherapy. There is no evidence of lung, liver or kidney toxicity even with prolonged treatment by VAL-083. Commercial data from the Chinese market where the drug has been approved for more than 15 years supports the safety findings of the NCI studies.

We note that the DLT of VAL-083 was established prior to the development of medicines now available to manage myelosuppression. Various types of medications and other forms of therapy are now available for management of myelosuppressive side effects. We believe this offers the potential of increasing the dose of VAL-083 in the modern patient population thereby providing a potential opportunity to improve the drugs already established efficacy profile.

VAL-083 Clinical Development in GBM

Based on historical data and our own research, we filed an investigational new drug (“IND”) application with the FDA and initiated human clinical trials with VAL-083 as a potential treatment for GBM in 2011.

Our clinical trial is a Phase I/II an open-label, single arm dose-escalation study designed to evaluate the safety, tolerability, pharmacokinetics and anti-cancer activity of VAL-083 in patients with GBM. To be eligible for our clinical trial, patients must have been previously treated for GBM with surgery and/or radiation, if appropriate, and must have failed both Bevacizumab (Avastin ®) and temozolomide (Temodar ®), unless either or both are contra-indicated. .

Response to treatment with VAL-083 is measured prior to each treatment cycle. An initial phase of the study involves dose escalation cohorts until a maximum tolerated dose (“MTD”) is established in the context of modern care. The goal of our Phase I/II clinical trial is to determine a modernized dosing regimen for advancement into a registration directed clinical trial.

In February 2012, we announced that VAL-083 was granted protection under the Orphan Drug Act by the FDA for the treatment of glioma. In January 2013, we announced that the European Union had also granted orphan drug protection to VAL-083. Orphan drugs generally follow the same regulatory development path as any other pharmaceutical product. However, incentives such as scientific advice and reduction or waiver of registration fees and access to specialized grant funding may be available to support and accelerate development of orphan drug candidates. In addition, DelMar Pharma may sell VAL-083 as a treatment for glioma without competition for seven years in the US and for ten years in the EU following market approval, in respect of a medicinal product containing a similar active substance for the same indication.

Based on historical development of other products in GBM, we believe that we may be able to obtain FDA approval to commercialize VAL-083 to treat patients who have failed other therapies from an open-label Phase II registration-directed clinical, which will save significant costs of a large Phase III clinical trial. We also believe that the FDA may grant fast-track, accelerated approval and/or priority review status to VAL-083, which will enable us to begin filing for commercial approval during the clinical trial process. Fast Track, Accelerated Approval and Priority Review are approaches established by the FDA that are intended to make therapeutically important drugs available at an earlier time. (See "Government Regulation and Product Approval".)

We are conducting the study under the direction of Dr. Howard Burris at the Sarah Cannon Research Institute in Nashville, Tennessee with a second center in Sarasota, Florida. In July 2013, the Company announced the opening of its third clinical trial site at the Brain Tumor Center at University of California, San Francisco ("UCSF").

We have presented interim data from our clinical trial at peer-reviewed scientific meetings including the Society for NeuroOncology annual meeting ("SNO" – November, 2012), the American Association of Cancer Research ("AACR" – April 2013), the American Society for Clinical Oncology ("ASCO" – June 2013), the World Federation of Neuro-Oncology ("WFNO" – November, 2013), AACR in April 2014, and ASCO in May 2014. In summary, our interim clinical data supports that:

- To date, one of two GBM patients in cohort 6 (30 mg/m2) exhibited stable disease after one cycle of treatment. Outcomes and analysis of cohorts 6 and 7 are ongoing;
- In earlier cohorts, DelMar reported that two patients exhibited a response (stable disease or partial response) with a maximum response of 28 cycles (84 weeks) and improved clinical signs prior to discontinuing due to adverse events unrelated to study;
- No drug-related serious adverse events have been detected, and maximum tolerated dose ("MTD") has not been reached at doses up to 30 mg/m2. Enrollment and evaluation of Cohort 7 (40mg/m2) is ongoing;
- DelMar has also presented data demonstrating that the cytotoxic activity of VAL-083 is independent of MGMT, the enzyme believed to cause resistance to the current front-line therapy in the treatment of GBM; and
- Pharmacokinetics are linear and consistent with previous published data suggesting that concentrations of VAL-083 being obtained are effective against glioma cell lines in vitro.

These data support the further development of VAL-083. We are continuing with the dose escalation portion of our clinical trial and anticipate achieving the maximum tolerated dose during 2014.

In August 2013, the Company received a notice of allowance from the FDA enabling the Company to implement a more rapid dose-escalation scheme in our GBM study. The revised dosing regimen was allowed by the FDA following an extensive safety review of patients treated to date. In comparison to the original dose-escalation scheme, the revised plan will enable the trial to reach higher doses and complete the dose-escalation portion of the clinical trial more quickly by skipping two interim doses.

A summary of our original and revised dose escalation scheme including doses completed to date is as follows:

Dose Escalation Scheme (mg/m2)		**Patients Treated**	**Status**
Original	**Revised**		
1.5	**1.5**	3	Completed – No Dose Limiting Toxicity, or "DLT"
3.0	**3.0**	4*	Completed – No DLT
5.0	**5.0**	10*	Completed – No DLT
10.0	**10.0**	3	Completed – No DLT
15.0			
20.0	**20.0**	3	Completed – No DLT
25.0			
30.0	**30.0**	3	Completed – No DLT
n.a	**40.0**	3(planned)	Initiated May 2014

**Cohorts 2 and 3 were expanded to allow for patient demand and to gather additional data on CNS metastases patients.*

If the MTD is not reached in cohort 7, DelMar would be prepared to file a protocol amendment with the FDA to allow dosing beyond 40mg/m2. During the remainder of 2014 we plan to continue our clinical trials with VAL-083 as a potential treatment for GBM patients who have failed other therapies. Currently, there is no approved therapy for these patients. The goal of the current trial is to establish a modernized dosing regimen for advancement into registration directed trials in the United States as a potential new therapy for the treatment of refractory GBM.

As part of our ASCO presentation on June 1, 2013, we also announced that we plan to split our current clinical trial protocol into two separate studies: one focusing solely on refractory GBM and the other focusing on secondary brain cancers caused by other tumors that have spread to the brain. Due to prior chemotherapy and radiation therapy, patients with secondary brain tumors are likely more prone to myelosuppression and may have a different toxicity and MTD than patients with GBM. We believe the strategy of splitting the trial into two separate studies will enable us to focus on accelerating the development of VAL-083 as a potential new treatment for glioblastoma while appropriately exploring the potential of the drug to treat patients with solid tumors that have spread to the brain.

We anticipate presenting additional data at upcoming scientific meetings during 2014.

The current study is being conducted under an IND application with the FDA. It involves a dose-escalation phase (Phase I) and an efficacy phase (Phase II). Phase I of the study will continue to enroll patients until a MTD is achieved. Based on historical data, we anticipate that Phase I will involve up to 30 patients. In the Phase II portion of the current study, an additional 14 GBM patients can be enrolled at the MTD or a lower dose recommended by the principal investigator. Details of the study, including enrollment estimates, are available at http://www.clinicaltrials.gov/ct2/show/NCT01478178?term=VAL-083&rank=1). We plan to develop a separate protocol for the continued exploration of VAL-083 in patients with secondary brain cancer caused by solid tumor spreading to the brain.

While our data with VAL-083 to date are interim in nature, we believe the results to date demonstrate a strong potential for successful development of VAL-083 as a chemotherapy for the treatment of GBM. We plan to continuing working with our clinical investigators to determining an optimal dosing regimen for future registration trials.

VAL-083 in Leukemia and Hematologic Cancers

CML, also known as chronic myeloid leukemia, is a cancer of the white blood cells. The incidence of CML in the United States is approximately two per 100,000 population.

CML is characterized by three progressive phases: chronic, aggressive and blast, each corresponding with poorer prognosis. Approximately 85% of patients with CML are in the chronic phase at the time of diagnosis. Chronic phase patients are usually asymptomatic or have only mild symptoms such as fatigue or no symptoms at all. The duration of chronic phase is variable and depends on how early the disease was diagnosed as well as type of treatment. Without treatment, CML progresses to an accelerated phase and eventually to blast crisis. Blast crisis is the final phase in the evolution of CML and behaves like an acute leukemia with rapid progression and short expected survival.

VAL-083 has shown promise in CML in multiple pre-clinical and clinical studies. The NCI studied VAL-083 extensively in laboratory and animal models of hematological malignancies (blood cancers). VAL-083 has been approved for the treatment of CML in China. While VAL-083 maintains labeling for CML in China, use of the drug in the modern era has been limited by a preference for targeted therapies such as tyrosine kinase inhibitors ("TKIs").

TKIs have become the standard of care for CML and non-small cell lung cancer ("NSCLC"). TKI therapy has resulted in vastly improved outcomes; however, patients often develop resistance to TKI therapy. Recent evidence proposes unique mechanisms of resistance in patients of East Asian descent who experience significantly inferior responses to TKIs, including imatinib (Gleevec ®) in CML and erlotinib (Tarceva ®) in lung cancer.

We believe that data from NCI-sponsored studies and commercial evidence from the Chinese market support substantive clinical benefit of VAL-083 in CML. We also believe that the unique mechanism of action of VAL-083, in combination with newly developed data positions the drug as a valuable therapy for patients who have failed other treatments, including TKIs. This represents a significant clinical and commercial opportunity for large subsets of patient populations in the existing-approved China market as well as for global development in CML.

`Based on these beliefs, we have acquired certain commercial rights to VAL-083 in China where it is approved for the treatment of CML and Lung Cancer. We have also developed new non-clinical data demonstrating that VAL-083 is active against TKI-resistant CML. We have begun to establish a network of leading oncologists to develop new clinical and non-clinical data which will demonstrate the clinical utility of VAL-083 in CML patients who are resistant to TKIs. We believe this strategy will result in sales growth for VAL-083 in China and generate near-term revenue for our company through sales and marketing partnerships as well as position VAL-083 for global development in CML.

In addition, we plan to investigate VAL-083 as a potential treatment for other types of blood cancer. Acute Myeloid Leukemia ("AML") and Acute Lymphoblastic Leukemia ("ALL") are of particular interest based on published data and lack of effective therapeutic options. We have initiated preliminary discussions with leading cancer centers regarding the development of a clinical strategy for the development of VAL-083 in other types of blood cancer.

VAL-083 in Lung Cancer

Lung cancer is characterized as small cell and non-small cell lung cancer ("NSLSC"). NSCLC is the most common type of lung cancer.

There are three common forms of NSCLC: *adenocarcinomas* are often found in an outer area of the lung; *squamous cell carcinomas* are usually found in the center of the lung next to an air tube (bronchus); and *large cell carcinomas*, which can occur in any part of the lung and tend to grow and spread faster than adenocarcinoma.

Smoking is the most important risk factor in the development of lung cancer. According to the World Cancer Report (2008), 21% of cancer deaths are related to smoking, especially lung cancer. Additionally, high levels of air pollution have been implicated as significant causes of lung cancer. Incidence of lung cancer in the United States is approximately 59 per 100,000 with the majority (52:100,000) being NSCLC.

According to The Nationwide Nutrition and Health Survey (2002), China has the world's largest smoking population, with a smoking rate of 24.0% on average (50.2% for men and 2.8% for women), and a total number of 350 million smokers. The World Health Organization reports that the incidence of lung cancer in China is 34 per 100,000 population. However, some estimates are much higher exceeding 120 per 100,000 population for males aged 55-60 in urban areas.

According to a survey conducted by the Chinese Ministry of Health and the Ministry of Science and Technology, smoking, poor diet, water pollution and environmental problems have caused the nation's cancer death rate to rise 80 percent in the past 30 years and cancer is now accountable for 25 percent of all urban deaths and 21 percent of all rural deaths. Based on these trends, the World Health Organization projects that the incidence of lung cancer in China is expected to exceed one million (1,000,000) new cases per year by 2025.

Similar to CML treatment, TKIs are standard front-line therapy in certain types of NSCLC; however resistance to TKI therapy is common in lung cancer patients. It has also been reported that cigarette smoke may directly induce resistance to TKIs. This factor could further exacerbate resistance to modern targeted therapies in populations such as China where smoking is highly prevalent. In addition, the same East-Asian specific resistance linked to TKI-resistance in CML has been shown to correlate with TKI-resistance in NSLSC.

The activity of VAL-083 against lung cancer was studied extensively by the NCI. VAL-083 demonstrated activity against NSCLC in laboratory and animal studies. VAL-083 was also investigated in a number of clinical trials in the United States and Europe during the 1970s both as a stand-alone therapy and in combination with other chemotherapeutic regimens. VAL-083 has been approved for the treatment of lung cancer in China; however, we believe that the use of the drug in the modern era has been limited by a preference for targeted therapies such as TKIs.

We believe VAL-083's unique bi-functional alkylating mechanism of action could make it a valuable drug of choice in NSCLC patients who are or become resistant to TKI therapy. In addition, VAL-083 readily crosses the blood brain barrier suggesting that it may be possible for VAL-083 to treat patients whose lung cancer has spread to the brain.

Based on these beliefs, we have acquired certain commercial rights to VAL-083 in China where it is approved for the treatment of lung cancer. We plan to work with leading oncologists to develop new clinical and non-clinical data which will demonstrate the clinical utility of VAL-083 in NSCLC patients who are resistant to TKIs. We believe this strategy will result in sales growth for VAL-083 in China and generate near-term revenue for our company through sales and marketing partnerships as well as position VAL-083 for global development in lung cancer. In April 2014 at AACR we announced results of pre-clinical study designed to evaluate the activity of VAL-083 in in vivo models of drug-resistant NSCLC in comparison to cisplatin.

In an established murine xenograft model of NSCLC, the activity of VAL-083 was compared to standard platinum-based therapy with cisplatin against human NSCLC cell lines A549 (TKI-sensitive) and H1975 (TKI-resistant). In the study, VAL-083 demonstrated superior efficacy and safety in the treatment of TKI-susceptible (A549) tumors and in TKI-resistant (H1975) tumors.

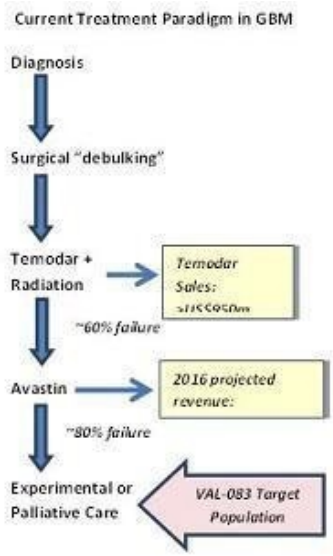
- Treatment of TKI-sensitive (A549) NSCLC with 3 mg/kg of VAL-083 resulted in tumor growth delay of 26 days compared to untreated controls. Cisplatin (5 mg/kg) resulted in tumor growth delay of just four days. In addition, mean tumor volume on day 68 was significantly reduced in animals treated with 3 mg/kg VAL-083 (p=0.001) compared to untreated control.

- Treatment of TKI-resistant (H1975) NSCLC with 4 mg/kg of VAL-083 resulted in a statistically significant reduction in tumor volume ($p = 0.01$) versus untreated control after 27 days. In the same model, treatment with 5 mg/kg of cisplatin failed to achieve statistically significant reduction in tumor volume ($p = 0.23$) versus untreated control after 27 days. Longer-term safety assessments are ongoing in this model.

These data suggest that VAL-083 may be a viable treatment option for NSCLC patients failing TKI-therapy, especially where platinum-based therapy has already failed or is predicted to give sub-optimal outcomes. These results may have immediate implications in the treatment of NSCLC in China, where VAL-083 is approved for as a chemotherapy for the treatment of lung cancer. The data also support exploring future clinical development of VAL-083 as a lung cancer therapy in the rest of the world thereby providing DelMar with a potential opportunity to expand our clinical development focus beyond glioblastoma.

VAL-083 Target Markets

We are targeting cancer indications which we believe represent market opportunities in the hundreds of millions of dollars in North America and potentially in the billions of dollars worldwide. The pharmaceutical industry, in general, is a highly profitable, highly innovative industry. In 2006, the global pharmaceutical industry generated over $640 billion dollars in revenue. According to published reports, global pharmaceutical sales are highly stratified by region, with North America, the European Union and Japan accounting for 55% of global pharmaceutical sales in 2009; however, the most rapid growth in the sector is from developing countries, particularly China.



Glioblastoma Multiforme (GBM): Newly diagnosed patients suffering from GBM are initially treated through invasive brain surgery, although disease progression following surgical resection is nearly 100%. Temozolomide (Temodar ®) in combination with radiation is the front-line therapy for GBM following surgery. Temodar currently generates more than US$950 million annually in global revenues even though most patients fail to gain long-term therapeutic benefits. Approximately 60% of GBM patients treated with Temodar experience tumor progression within one year.

Bevacizumab (Avastin®) has been approved for the treatment of GBM in patients failing Temodar ®. In clinical studies, only about 20% of patients failing Temodar respond to Avastin therapy. In spite of these low efficacy results, treatment of GBM in North America alone is projected to add US$200 million annually to the revenues of Avastin with projected growth in GBM to US$650 million by 2016.

Approximately 48% of patients who are diagnosed with GBM will fail both front-line therapy and Avastin. Based on disease incidence, we believe the market for treating GBM patients the post-Avastin failure exceeds US$200 million annually in North America. Subject to successfully completing clinical trials and obtaining approval by the FDA and other applicable regulatory agencies globally, we also believe that VAL-083 could potentially generate sales in excess of $1 billion world-wide as a potential front-line therapy for GBM.

Leukemia: The potential of VAL-083 in the treatment of CML has been established in both human clinical trials conducted by the NCI and by the drug's commercial approval in China. The Tyrosine Kinase Inhibitor Gleevec® is currently used as front-line therapy in the treatment of CML currently achieves global revenue in excess of $1 billion annually. We believe that VAL-083 has potential to capture a portion of the CML market through demonstration of activity in TKI-resistant CML patients. We also believe that VAL-083 may offer significant commercial opportunities through the treatment of other types of blood cancer such as AML or ALL.

Lung Cancer: The potential of VAL-083 in the treatment of NSLSC has been established in both human clinical trials conducted by the NCI and by the drug's commercial approval in China. A 2012 report published by Decision Resources, Inc. (http://decisionresources.com/), forecasts that the NSCLC drug market will exceed US$4 billion in 2015.

VAL-083 Manufacturing

VAL-083 is currently manufactured in accordance with CFDA and Chinese Pharmacopoeia guidelines to ensure drug quality control, drug use safety, and drug efficacy. Approval by the FDA will require VAL-083 and other products developed by us to be manufactured in accordance with United States Pharmacopeia ("USP") in accordance with Good Manufacturing Practices ("cGMP") regulations. cGMP provides for systems that assure proper design, monitoring, and control of manufacturing processes and facilities. Adherence to the cGMP regulations assures the identity, strength, quality, and purity of drug products by requiring that manufacturers of medications adequately control manufacturing operations.

We have established an exclusive purchasing relationship with the Chinese manufacturer that has enabled us to obtain drug product for human clinical trials in the United States and certain commercial rights in China. The Chinese manufacturer has established a commercial-scale manufacturing process based on the North American process originally developed for the NCI.

Ensuring a viable long-term supply of the VAL-083 drug product suitable for registration and commercialization in North America and Europe will require investment in improved manufacturing and quality controls. We will seek to build upon our expertise and our intellectual property related to the existing manufacturing processes for VAL-083 in collaboration with the current manufacturer to allow compliance with cGMP. In addition, we have identified third party contract manufacturers with the capabilities to establish the processes, procedures and quality systems necessary to meet U.S., Canadian, E.U. and other international cGMP manufacturing requirements. Such requirements include strong quality management systems, obtaining appropriate quality raw materials, establishing robust operating procedures, detecting and investigating product quality deviations, and maintaining reliable testing laboratories.

Corporate Background

DelMar Pharmaceuticals, Inc. (the "Company") is a Nevada corporation formed on June 24, 2009 under the name Berry Only Inc. ("Berry"). Prior to the Reverse Acquisition (discussed below), Berry did not have any significant assets or operations.

DelMar Pharmaceuticals, Inc. is the parent company of Del Mar Pharmaceuticals (BC) Ltd. ("DelMar (BC)"), a British Columbia, Canada corporation incorporated on April 2, 2010, which is a clinical and commercial stage drug development company with a focus on the treatment of cancer. We are conducting clinical trials in the United States with our lead product, VAL-083, as a potential new treatment for glioblastoma multiforme ("GBM"), the most common and aggressive form of brain cancer. We have also acquired certain exclusive commercial rights to VAL-083 in China where it is approved as a chemotherapy for the treatment of chronic myelogenous leukemia (CML) and lung cancer. We plan to seek marketing partnerships in China in order to generate royalty revenue.

On January 25, 2013 (the "Closing Date"), the Company entered into and closed an exchange agreement (the "Exchange Agreement"), with DelMar (BC), 0959454 B.C. Ltd., a British Columbia corporation and a wholly-owned subsidiary of the Company ("Callco"), 0959456 B.C. Ltd., a British Columbia corporation and a wholly-owned subsidiary of the Company ("Exchangeco"), and securityholders of DelMar (BC). Pursuant to the Exchange Agreement, (i) the Company issued 4,340,417 shares of common stock (the "Parent Shares") to the shareholders of DelMar (BC) who are United States residents (the "U.S. Holders") in exchange for the transfer to Exchangeco of all 4,340,417 outstanding common shares of DelMar (BC) held by the U.S. Holders, (ii) the shareholders of DelMar (BC) who are Canadian residents (the "Canadian Holders") received, in exchange for the transfer to Exchangeco of all 8,729,583 outstanding common shares of DelMar (BC) held by the Canadian Holders, 8,729,583 exchangeable shares (the "Exchangeable Shares") of Exchangeco, and (iii) outstanding warrants to purchase 3,360,000 common shares of DelMar (BC) and outstanding options to purchase 1,020,000 common shares of DelMar (BC) were deemed to be amended such that, rather than entitling the holder to acquire common shares of DelMar (BC), such options and warrants (as amended, the "Exchange Agreement Warrants") will entitle the holders to acquire shares of common stock of the Company. The Canadian Holders will be entitled to require Exchangeco to redeem (or, at the option of the Company or Callco, to have the Company or Callco purchase) the Exchangeable Shares, and upon such redemption or purchase to receive an equal number of shares of common stock of the Company.

Effective on the Closing Date, pursuant to the Exchange Agreement, DelMar (BC) became (indirectly through Exchangeco) a wholly-owned subsidiary of the Company. The acquisition of DelMar (BC) is treated as a reverse acquisition (the "Reverse Acquisition"), and the business of DelMar (BC) became the business of the Company. At the time of the Reverse Acquisition, Berry was not engaged in any active business.

We have incurred losses since our inception. Since our inception on April 6, 2010 through December 31, 2013, we have accumulated net losses of $15,684,506. We incurred net losses of $8,290,689 and $ 2,400,363 for the years ending December 31, 2013 and 2012, respectively.

Our executive offices are located at Suite 720-999 West Broadway, Vancouver, British Columbia, Canada V5Z 1K5. Our clinical operations are managed at Suite R, 3475 Edison Way, Menlo Park, California, 94025. Our website is located at www.delmarpharma.com, and our telephone number is 604-629-5989.

SECTION 16. FINANCIAL INFORMATION REGARDING THE COMPANY

The Company's financial statements are incorporated herein by reference:

- Current Report on Form 10-Kfiled with the SEC on March 10, 2014 containing audited financial statements for the fiscal years ended December 31, 2013 and 2012;
- Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2014, filed with the SEC on May 15, 2014.

The full text of the Current Report on Form 10-K and the Quarterly Reports on Form 10-Q, as well as the other documents the Company has filed with the Commission prior to, or will file with the Commission subsequent to, the filing of this Tender Offer Statement on Schedule TO, can be accessed electronically on the Commission's website at www.sec.gov . In addition, the Company makes available, free of charge on its website all filings that are made electronically with the SEC. These materials can be found in the "Investors" section of our website at www.delmarpharma.com, by clicking the "SEC Filings" link. Copies of our SEC filings are also available without charge upon written request addressed to: DelMar Pharmaceuticals, Inc. Suite 720 - 999 West Broadway, Vancouver, British Columbia CANADA V5Z 1K5; Attn: Corporate Secretary.

SECTION 17. INTERESTS OF DIRECTORS AND EXECUTIVE OFFICERS IN THE OFFER TO AMEND AND EXERCISE

None of the Company's executive officers, directors or control persons hold Investor Warrants included in this offering.

SECTION 18. LEGAL MATTERS AND REGULATORY APPROVALS

We are not aware of any license or regulatory permit material to our business that might be adversely affected by the Offer to Amend and Exercise and the issuance of the shares of common stock upon the exercise of the Amended Warrants. Our obligations under the Offer to Amend and Exercise are subject to the conditions described in Section 6 "Conditions of the Offer to Amend and Exercise" above.

SECTION 19. MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of the material U.S. federal income tax consequences that we believe will be applicable to Investor Warrant holders who participate in the Offer to Amend and Exercise. However, we have not requested a ruling from the IRS or any opinion of counsel with regard to the treatment of warrant holders participating in the exchange and there can be no assurance, as discussed below, that the IRS will not take a position inconsistent with our expectations.

This discussion does not address all aspects of federal income taxation that may be relevant to you in light of your particular circumstances, or to those Investor Warrant holders who are subject to special rules, such as financial institutions and mutual funds; banks; insurance companies; investment companies; retirement plans; tax-exempt organizations; dealers or traders in securities; any person that holds their Investor Warrants as part of a straddle or hedge arrangement; partnerships or other pass-through entities; persons who are not citizens or residents of the United States or who are foreign corporations, foreign partnerships or foreign estates or trusts for U.S. federal income tax purposes or whose functional currency is not the U.S. dollar; or persons who are subject to the alternative minimum tax provisions of the Internal Revenue Code (the " **Code** ").

This discussion assumes that Investor Warrant holders hold the Investor Warrants as capital assets. In addition, the following discussion does not address the tax consequences of the participation in the Offer to Amend and Exercise under foreign, state or local tax laws. You are urged to consult your tax advisors as to the U.S. federal income tax consequences of participating in the Offer to Amend and Exercise and related reporting obligations, as well as the effects of state, local and non-U.S. tax laws and U.S. tax laws other than income tax laws.

Tax treatment of Investor Warrant holders participating in the Offer to Amend and Exercise.

Although not free from doubt, the Company intends to take the position that the amendment of your Investor Warrants followed by an exercise of the Amended Warrants is treated as an exchange of Investor Warrants for Amended Warrants which constitutes a recapitalization for U.S. federal income tax purposes, followed by the subsequent exercise of the Amended Warrants. Under this treatment, (i) an Investor Warrant holder who participates in the Offer to Amend would not recognize any gain or loss as a result of amending the Investor Warrants, (ii) such U.S. holder's tax basis in the shares of our common stock received upon exercise of the Amended Warrants would be equal to the U.S. holder's tax basis in the Investor Warrants plus the amount of any cash paid to exercise the Amended Warrants, and (iii) the holding period of the common stock would begin on the day after the exercise of the Amended Warrants.

Because of the lack of authority dealing with transactions similar to the Offer to Amend, the U.S. federal income tax consequences of the Offer to Amend are unclear, and alternative characterizations are possible that could require you to recognize gain or loss or may impact your holding period. The Internal Revenue Service has not made a determination, nor has the Company received any opinion of counsel, on the U.S. federal income tax consequences of the Offer to Amend or of a holder's participation in the Offer to Amend. Therefore, we urge you to consult your tax advisor regarding the potential tax consequences of the Offer to Amend to you in your particular circumstances, including the consequences of possible alternative characterizations.

Distributions on Common Stock Received upon Exercise of New Warrants

After you exercise the Amended Warrant, any distributions you receive in respect of our common stock generally will be treated as a dividend, subject to tax as ordinary income, to the extent payable out of our current or accumulated earnings and profits (as determined for U.S. federal income tax purposes), then as a tax-free return of capital to the extent of your tax basis in the shares of our common stock, and thereafter as gain from the sale or exchange of the stock. Dividends received by a non-corporate holder currently qualify for taxation at a reduced 15% rate (subject to increase for tax years beginning after December 31, 2012) if the holder meets certain holding period and other applicable requirements. Dividends received by a corporate holder will be eligible for the dividends-received deduction if the holder meets certain holding period and other applicable requirements.

Sale or Other Taxable Disposition of Common Stock

You will generally recognize gain or loss upon the sale, exchange or other taxable disposition of shares of our common stock equal to the difference between (1) the amount of cash and the fair market value of any property received and (2) your adjusted tax basis in the shares of our common stock. Any gain or loss you recognize generally will be treated as a capital gain or loss. The capital gain or loss will be long-term if your holding period in the common stock is more than one year at the time of sale, exchange or other taxable disposition and will be short-term if your holding period is one year or less. Long-term capital gains of individuals and other non-corporate taxpayers are generally eligible for reduced rates of taxation. The deductibility of capital losses is subject to certain limitations.

Medicare Tax

For taxable years beginning after December 31, 2012, certain holders that are individuals, estates or trusts will be subject to a 3.8% Medicare tax on, among other things, dividends on and capital gains from the sale or other disposition of stock, subject to certain exceptions. You are urged to consult your tax advisors regarding the applicability of the Medicare tax to your income and gains arising from ownership and disposition of our common stock.

Information Reporting and Backup Withholding

Information reporting requirements generally will apply to certain holders with respect to dividends paid on, or, under certain circumstances, the proceeds of a sale, exchange or other disposition of, common stock. Under the Code and applicable Treasury Regulations, a holder of common stock may be subject to backup withholding (currently at a rate of 28%, subject to increase for taxable years beginning after December 31, 2012) with respect to dividends paid on common stock, or the proceeds of a sale, exchange or disposition of common stock, unless such holder (a) is a corporation or comes within certain other exempt categories and, when required, demonstrates this fact in the manner required, or (b) within a reasonable period of time, provides a correct taxpayer identification number, certifies that it is not subject to backup withholding and otherwise complies with applicable requirements of the backup withholding rules. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will generally be allowed as a credit against a holder's U.S. federal income tax liability and may entitle such holder to a refund, provided the required information is timely furnished to the IRS. You should consult their tax advisors regarding the application of information reporting and backup withholding rules in their particular situations, the availability of an exemption therefrom, and the procedure for obtaining such an exemption, if applicable.

Accounting Treatment

Under U.S. generally accepted accounting principles ("**GAAP**"), the anti-dilution provisions in the Investor Warrants causes the Investor Warrants to be treated as a derivative liability. As a result, we must record the Investor Warrants at their fair value on each balance sheet date and any change in value between reporting periods must be recorded as an incremental expense or income, as the case may be, for the period ending on such reporting date. The fair value of the derivative liability associated with the Investor Warrants increases as the price of our common stock increases, resulting in other expense in our consolidated statements of loss and comprehensive loss, and decreases as the price of our common stock decreases, resulting in other income. **In other words, the existence of the anti-dilution provision causes our reported net loss to increase when the price of our common stock increases, and vice versa.**

If the Investor Warrants are amended and exercised pursuant to the Offer to Amend and Exercise, this effect on our derivate liability will no longer occur for future periods for these warrants. In addition, the exercise price paid for the warrants would be reclassified from liabilities to stockholders' equity, which would result in a decrease to the derivative liability account included in our balance sheet and an increase in stockholders' equity.

SECTION 20. FEES AND EXPENSES

The Company has retained National Securities Corporation to act as its Warrant Agent for the Offer to Amend and Exercise pursuant to an Investment Banking Agreement, attached as Exhibits (d)(1) certain terms of which were extended on May 8, 2014 as set forth in Exhibit (d)(2) to its Schedule TO. National Securities Corporation, in accordance with the terms of the warrant agent engagement agreement shall use reasonable commercial efforts to contact holders of the Investor Warrants by mail, telephone, facsimile, or other electronic means and solicit their participation in the Offer to Amend and Exercise and to exercise their Amended Warrants. National Securities Corporation will receive a fee equal to 5% of the aggregate cash exercise price paid by holders of the Investor Warrants who participate in the Offer to Amend and Exercise. In addition, the Company has agreed to reimburse National Securities Corporation for its reasonable out-of-pocket expenses. If such expenses and fees exceed $1,000, National Securities Corporation] must thereafter provide invoices to the Company prior to seeking reimbursement and must obtain the Company's prior approval. We have also issued National Securities Corporation a warrant to purchase 300,000 shares of the Company's common stock at an exercise price of $1.76 per share. The warrant issued to National Securities terminates on September 12, 2018. The Company has agreed to indemnify National Securities Corporation against certain liabilities in connection with the Offer to Amend and Exercise, including certain liabilities under the federal securities laws.

SECTION 21. TRANSFERS

The terms of the Investor Warrants provide that a holder may transfer the Investor Warrants to a third party if the transfer qualifies for an exemption from the registration requirements of the Securities Act to the reasonable satisfaction of the Company. Any holder of an Investor Warrant who desires to transfer an Investor Warrant should contact the Company prior to such transfer to ensure that the planned transfer satisfies the transfer restrictions set forth in the Investor Warrants.

SECTION 22. ADDITIONAL INFORMATION

The Company has filed with the SEC a Tender Offer Statement on Schedule TO of which this Offer to Amend and Exercise is a part. This Offer to Amend and Exercise does not contain all of the information contained in the Schedule TO and the exhibits to the Schedule TO. We recommend that holders of the Investor Warrants review the Schedule TO, including the exhibits, and the Company's other materials that have been filed with the SEC before making a decision on whether to participate in the Offer to Amend and Exercise and to exercise the Amended Warrants.

The Board of Directors of the Company recognizes that the decision to participate in the Offer to Amend and Exercise and to exercise the Amended Warrants is an individual one that should be based on a variety of factors. The holders of the Investor Warrants should consult with their respective professional advisors if they have questions about their financial or tax situation. The information about this Offer to Amend and Exercise from the Company is limited to the Offering Materials.

The Company issued the Investor Warrants in private placement transactions in reliance on the exemption from registration provided by Rule 506 of Regulation D under the Securities Act of 1933, as amended (the "**Securities Act**"). In connection with such transactions, the holders of the Investor Warrants represented that they were "accredited investors."

The Company is subject to the information requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith files and furnishes reports and other information with the SEC. All reports and other documents the Company has filed with the SEC, including the Schedule TO relating to the Offer to Amend and Exercise, or will file with the SEC in the future, can be accessed electronically on the SEC's website at www.sec.gov .

SECTION 23. INFORMATION REQUESTS

Please direct questions or requests for assistance regarding this Offer to Amend and Exercise, Election to Participate and Exercise Warrant, and Notice of Withdrawal or other materials, in writing, to the Warrant Agent:

National Securities Corporation
Attn: Jonathan C. Rich
EVP - Director of Investment Banking
410 Park Avenue 14th Floor,
New York, NY, 10022
phone: 212-380-2819
fax: 212-380-2828

Please direct requests for additional copies of this Offer to Amend and Exercise, Election to Participate and Exercise Warrant, and Notice of Withdrawal or other materials, in writing, to the Company — DelMar Pharmaceuticals, Inc., ,Suite 720 - 999 West Broadway, Vancouver, British Columbia CANADA V5Z 1K5; Attn: Corporate Secretary.

Sincerely,

/s/ Jeffrey A. Bacha
Jeffrey A. Bacha
Chief Executive Officer and President
DelMar Pharmaceuticals, Inc.
Suite 720 -- 999 West Broadway
Vancouver, B.C. CANADA V5Z 1K5
Phone: (604) 629-5989

ELECTION TO PARTICIPATE AND EXERCISE WARRANT PURSUANT TO OFFER TO AMEND AND EXERCISE WARRANTS TO PURCHASE COMMON STOCK OF DELMAR PHARMACEUTICALS, INC. DATED JUNE 9, 2014

To: DelMar Pharmaceuticals, Inc.
Suite 720 -- 999 West Broadway
Vancouver, British Columbia CANADA V5Z 1K5
Attn: Corporate Secretary
Fax. No. 604.608.5685

Pursuant to the terms and subject to the conditions of the Offer to Amend and Exercise Warrants to Purchase Common Stock of DelMar Pharmaceuticals, Inc. dated June 9, 2014, as may be amended or supplemented from time to time (the "Offer to Amend and Exercise"), I hereby agree and elect to amend and exercise some or all of my Investor Warrants (as defined in the Offer to Amend and Exercise) at the reduced amendment price of $0.65 as set forth in Table 1 below. Capitalized terms not otherwise defined in this Election to Participate and Exercise Warrant shall have the meanings ascribed to them in the Offer to Amend and Exercise.

TABLE 1
NUMBER OF INVESTOR WARRANTS TO BE AMENDED AND EXERCISED

A	**B**
Number of "Investor Warrants" Being Amended and Exercised	**Exercise Price Per Share**
_____	$0.65

EXERCISE PRICE AND STOCK CERTIFICATES

The undersigned hereby irrevocably elects to exercise and to purchase the number of shares of DelMar Pharmaceuticals, Inc. common stock issuable upon exercise of Investor Warrants listed in Table 1 above and delivery of:

$_____ (in cash, which is the product of $0.65 multiplied by the number of Investor Warrants being amended and exercised hereunder as set forth in Table 1 above).

The undersigned requests that certificates for such shares be issued in the name of:

(Please print name, address and social security or federal employer identification number (if applicable))

If the shares issuable upon this exercise are not all of the shares issuable for all of the holder's Investor Warrants, the undersigned requests that a new Investor Warrant evidencing the rights not so exercised be issued in the name of and delivered to:

(Please print name, address and social security or federal employer identification number (if applicable))

Name of Holder (print): _____
(Signature): _____
(By:) _____
(Title:) _____
Dated: _____

ACKNOWLEDGMENTS AND REPRESENTATIONS AND WARRANTIES

I understand and acknowledge that:

(1) To accept the Offer to Amend and Exercise I must comply with the " **Instructions for Delivery** " (attached hereto).

(2) If I elect to participate, I hereby agree and acknowledge that my Investor Warrants described in Table 1 above shall be deemed automatically amended as applicable, as set forth in Exhibit A-1 attached hereto without any further action or signature required by me or the Company.

(3) If I elect to participate, I understand that I am automatically and contemporaneously exercising my Amended Warrants.

(4) If I elect not to participate, my Investor Warrants will remain unmodified and will expire in accordance with their terms.

(5) If I choose to execute and deliver this Election to Participate and Exercise Warrant along with the aggregate exercise price applicable with respect to my Amended Warrants to the Company, the Company will place the aggregate exercise price funds into a separate non-interest bearing account until the Expiration Date of the Offer to Amend and Exercise. If I have decided to amend and exercise less than my total number of Investor Warrants, the Company will send me a new Investor Warrant for the amount of Investor Warrants I excluded from this Election to Participate and Exercise Warrant.

(6) By amending and exercising the Investor Warrants pursuant to the procedure described in the Offer to Amend and Exercise and in the instructions to this Election to Participate and Exercise Warrant, I accept the terms and conditions of the Offer to Amend and Exercise.

(7) The Company has advised me to consult with my own legal, tax and accounting advisors as to the consequences of participating or not participating in the Offer to Amend and Exercise.

(8) I have accurately completed and executed the Accredited Investor Questionnaire. The Offer to Amend and Exercise is not being offered to holders in any jurisdiction in which the offering or acceptance of participation in the Offer to Amend and Exercise would not be in compliance with the laws of such jurisdiction. In addition, the Company will not accept any Election to Participate and Exercise Warrant from or on behalf of, any Investor Warrant holders if the Company determines that a valid securities exception is not available for the Offer to Amend and Exercise under the Securities Act.

(9) All authority herein conferred or agreed to be conferred shall not be affected by, and shall survive, my death or incapacity, and all of my obligations hereunder shall be binding upon my heirs, personal representatives, successors and assigns. Except as stated in the Offer to Amend and Exercise, this amendment is irrevocable.

(10) Upon request, I will execute and deliver any additional documents deemed by the Company to be necessary or desirable to complete the amendment and exercise of the Investor Warrants pursuant to the Offer to Amend and Exercise.

I hereby represent and warrant that:

(1) I have the full power and authority to execute, deliver and perform any obligations hereunder and that, when and to the extent the Investor Warrants are accepted for amendment and exercise by the Company, the Investor Warrants will be free and clear of all security interests, liens, restrictions, charges, encumbrances, conditional sales agreements or other obligations relating to the sale or transfer thereof and the Investor Warrants will not be subject to any adverse claims.

(2) I either alone or with my purchaser representative have such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of investment in the Amended Warrants shares issuable upon the exercise of the Amended Warrants.

(3) I have had the opportunity to review the current business prospects, financial condition and operating history of the Company as set forth or incorporated by reference in the Offer to Amend and Exercise; and

(4) I have had the opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the Offer to Amend and Exercise and I have received all the information I consider necessary or appropriate for deciding whether to accept the Offer to Amend and Exercise.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

If you execute the election above to amend and exercise your Investor Warrants and return this signature page, your Investor Warrants will be deemed amended and exercised in accordance with the terms and conditions of the applicable Amended Warrant.

You must complete and sign the following exactly as your name appears on your Investor Warrants. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact or another person acting in a fiduciary or representative capacity, please set forth the signatory's full title and include with this Election to Participate and Exercise Warrant proper evidence of the authority of such person to act in such capacity.

Date:

By:

(Signature)

(Print name)

(Title, if applicable)

Address:

Telephone:

Fax:

Tax ID/SSN:

INSTRUCTIONS FOR DELIVERY

Your right to participate in the Offer to Amend and Exercise will automatically expire if you do not properly elect to participate on or before the Expiration Date of July 7, 2014, as may be extended in the Company's sole discretion. The Company will not accept any alternative or contingent amendments. By execution this Election to Participate and Exercise Warrant, you waive any right to receive any notice of the acceptance of the Amended Warrants, except as provided in the Offer to Amend and Exercise. To affect your acceptance of the Offer to Amend and Exercise you must:

(1) Complete, sign and return this Election to Participate and Exercise Warrant.

(2) Tender your Investor Warrants or, if you are unable to locate your Investor Warrant, complete and sign an Affidavit of Lost Warrant (attached hereto) for each Investor Warrant to be exercised.

(3) Complete, sign and return the Accredited Investor Questionnaire (attached hereto).

(4) Pay the exercise price applicable to your Amended Warrant ($0.65 x number of shares to be exercised) by check or by wire transfer pursuant to the wire transfer instructions set forth below.

The Election to Participate and Exercise Warrant, Investor Warrants (and/or Affidavit of Lost Warrant), Accredited Investor Questionnaire along with the exercise price must be received at the addresses below, on or before the Expiration Date of 5:00 pm (Pacific time) on July 7, 2014, as may be extended by the Company in its sole discretion.

ADDRESS:	DelMar Pharmaceuticals, Inc. Suite 720 -- 999 West Broadway Vancouver, British Columbia CANADA V5Z1K5 Attn: Corporate Secretary Tel. No. (604) 629-5989 Fax No. (604) 608-5685 e-mail: spraill@delmarpharma.com
CHECKS PAYABLE TO:	Signature Bank, as Escrow Agent for DelMar Pharmaceuticals, Inc. Signature Bank 261 Madison Avenue New York, NY, 10016
WIRE TRANSFER INSTRUCTIONS FOR EXERCISE OF AMENDED WARRANTS:	Signature Bank 261 Madison Avenue New York, NY, 10016 ABA No: 026013576 For credit to Signature Bank as Escrow Agent for DelMar Pharmaceuticals, Inc. Acct No: 150 226 1696

Delivery to an address other than as set forth above will not constitute a valid delivery.

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AFFIDAVIT OF LOSS AND INDEMNIFICATION AGREEMENT

The Holder (as defined below) hereby represents, warrants and agrees as follows:

1. The following described instrument of DelMar Pharmaceuticals, Inc., a Nevada corporation (the "**Company** ") was lost or stolen:

Common Stock Purchase Warrant No.___to purchase _shares of common stock of Company, dated _____(the " **Investor Warrant** "), and registered in the name of _____ (" **Holder** ");

2. Holder is the sole and unconditional record owner of the Investor Warrant.

3. That neither the Investor Warrant nor any interests therein have been sold, assigned, endorsed, transferred, deposited under any agreement, hypothecated, pledged, or disposed of in any manner by or on behalf of Holder; that neither Holder nor anyone on Holder's behalf has signed any power of attorney, any stock power or any other assignment or authorization respecting the Investor Warrant; and that no person, firm or corporation has any right, title, claim, equity or interest in, to or respecting the Investor Warrant, except Holder as the sole owner.

4. That this Affidavit of Loss and Indemnification Agreement (the " **Affidavit** ") is made for the purpose of inducing the Company to accept the Holder's Investor Warrant in connection with the Holder's election to participate in the Company's Offer to Amend and Exercise, dated June 6, 2014, as amended or supplemented and to exercise such Investor Warrant (the " **Offer** ").

5. Holder hereby agrees to immediately surrender the Investor Warrant to the Company for cancellation without consideration should it at any time come into the possession or control of Holder.

6. To induce the Company to accept this Affidavit in place of the lost Investor Warrant in connection with Holder's acceptance of the Offer, Holder and its successors and assigns shall at all times indemnify and hold harmless the Company and its directors, officers, agents, successors and assigns from and against any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all losses, damages, judgments, costs, charges, counsel fees, payments, expenses and liabilities whatsoever, which any of such indemnitees at any time shall or may sustain or incur (a) by reason of the issuance of a replacement warrant, if any or (b) by reason of any claim which may be made in respect of the Investor Warrant, or (c) by reason of any payment, transfer, exchange, delivery or other act which any indemnitee hereunder may make or do in respect of the Investor Warrant or a replacement warrant, if any, or any shares of common stock issued upon exercise thereof whether made or done through accident, oversight or neglect, or whether made or done upon presentation thereof without contesting, inquiring into or litigating the propriety of such payment, transfer, exchange, delivery or other act, or (d) by reason of any other matter or thing arising out of the recognition of the aforesaid request of Holder for the issuance of the Investor Warrant or a replacement warrant, if any.

7. It is understood and agreed that in case the Investor Warrant shall be recovered by anyone, then this Affidavit may be immediately enforced. This Affidavit shall be deemed a continuing obligation and successive recoveries may be had thereon for the various matters in respect of which any indemnitee shall from time to time become entitled to be indemnified.

This Affidavit shall be governed by the laws of the State of New York as such laws are applied to contracts between California residents entered into and to be performed entirely in New York.

Dated: , 2014.

_____
HOLDER

_____
(Signature)

_____
(Printed Name)

_____
(Title, if Holder is not a natural person)

ACCREDITED INVESTOR QUESTIONNAIRE

The undersigned understands that the purpose of this Questionnaire is to permit DelMar Pharmaceuticals, Inc. (" **DelMar** ") to determine whether the undersigned is an "accredited investor" as such term is defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended (the " **Act** "). The undersigned represents to you that (i) the information contained herein is complete and accurate and may be relied upon by DelMar, and (ii) the undersigned will notify DelMar immediately of any change in any of such information.

All information furnished is for the sole use of DelMar and its counsel and will be held in confidence by DelMar and its counsel, except that this Questionnaire may be furnished to such parties as DelMar deems desirable to establish compliance with federal or state securities laws.

A. For Individuals:

The undersigned individual is an "Accredited Investor" for one or more of the following reasons (check all that apply):

☐ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000. For purposes of the foregoing, "net worth" shall be deemed to include all of your assets, liquid or illiquid (including such items as furnishings, automobile and restricted securities, but excluding the value of your primary residence) minus any liabilities (including such items as loans and other debts and liabilities, but excluding any mortgage on your primary residence to the extent that it does not exceed the fair market value of such residence).

☐ The undersigned is an individual (not a partnership, corporation, etc.) who had (i) an individual income in excess of $200,000 or (ii) joint income together with their spouse in excess of $300,000, in each of the two most recent years and reasonably expect to reach the same income level in the current year. For purposes of the foregoing, "income" is not limited to "adjusted gross income" as that term is defined for federal income tax purposes, but rather includes certain items of income which are deducted in computing "adjusted gross income". For investors who are salaried employees, the gross salary of such investor, minus any significant expenses personally incurred by such investor in connection with earning the salary, plus any income from any other source including unearned income, is a fair measure of "income" for purposes of this question. For investors who are self-employed, "income" is generally construed to mean total revenues received during the calendar year minus significant expenses incurred in connection with earning such revenues.

☐ The undersigned is a director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer.

The undersigned individual is not an "Accredited Investor" because none of the above apply.

B. For Entities:

The undersigned is an "Accredited Investor" because the undersigned falls within at least one of the following categories (Check all appropriate lines):

☐ (i) a bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act") or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity;

☐ (ii) a broker-dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended;

☐ (iii) an insurance company as defined in Section 2(a)(13) of the Act;

☐ (iv) an investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act") or a business development company as defined in Section 2(a)(48) of the Investment Act;

☐ (v) a Small Business Investment Company licensed by the U.S. Small Business Investment Act of 1958, as amended;

☐ (vi) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, where such plan has total assets in excess of $5,000,000;

☐ (vii) an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, as amended (the "Employee Act"), where the investment decision is made by a plan fiduciary, as defined in Section 3(21) of the Employee Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or an employee benefit plan that has total assets in excess of $5,000,000 or a self-directed plan the investment decisions of which are made solely by persons that are accredited investors.

☐ (viii) a private business development company, as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 as amended;

☐ (ix) an organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

☐ (x) a trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a "sophisticated" person, who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment;

☐ (xi) an entity in which all of the equity investors are persons or entities described above.

☐ The undersigned is an entity all the equity owners of which are "accredited investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Questionnaire. (Describe the entity below.)

☐ The undersigned entity is not an "Accredited Investor" because none of the above apply.

The foregoing representations are true and accurate as of the date hereof.

Dated: , 2014

_____
Name of Investor

_____
Signature

_____
Printed Name

_____
Title (if applicable)

_____
Name of joint investor or other person whose signature is required

_____

Signature

Title (if applicable)

Exhibit (a)(1)(D)

NOTICE OF WITHDRAWAL OF AMENDMENT OF INVESTOR WARRANTS AND EXERCISE OF AMENDED WARRANTS
PURSUANT TO THE OFFER TO AMEND AND EXERCISE WARRANTS TO PURCHASE COMMON STOCK DATED JUNE 9, 2014

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 5:00 P.M. (PDT), ON JULY 7, 2014, UNLESS THE OFFER IS EXTENDED

To: DelMar Pharmaceuticals, Inc.
Suite 720 -- 999 West Broadway
Vancouver, British Columbia CANADA V5Z 1K5
Attn: Corporate Secretary
Fax. No. 604.608.5685

DELIVERY OF THIS NOTICE OF WITHDRAWAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

I previously received a copy of DelMar Pharmaceuticals, Inc. (the " **Company** ")'s Offer to Amend and Exercise Warrants to Purchase Common Stock, dated June 9, 2014, and any amendments thereto (the " **Offer to Amend and Exercise** "). I elected to participate in the Offer to Amend and Exercise, delivered an executed Election to Participate and Exercise Warrants.

I hereby irrevocably withdraw my previously submitted Election to Participate and Exercise Warrants and reject the Offer to Amend and Exercise.

I understand that by rejecting the Offer to Amend and Exercise, my Investor Warrants will not be amended or exercised pursuant to the terms of the Offer to Amend and Exercise. I waive any right to receive any notice of the acceptance of this Notice of Withdrawal.

All capitalized terms used but not defined herein shall have the meanings ascribed to the Offer to Amend and Exercise.

Date: _, 2014

(Signature of Warrant Holder)

(Name of Signatory)

(Title, if Warrant Holder is not a natural person)

Telephone:

Fax:

All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any Notice of Withdrawal will be determined by the Company in its discretion, which determination shall be final and binding on all parties. The Company reserves the right to reject any or all Notices of Withdrawal that the Company determines not to be in proper form or the acceptance of which may, in the opinion of the Company's counsel, be unlawful. The Company also reserves the right to waive any of the conditions of the Offer to Amend and Exercise and any defect or irregularity in the Notice of Withdrawal, and the Company's interpretation of the terms of the Offer to Amend and Exercise (including these instructions) will be final and binding on all parties. No Notice of Withdrawal will be deemed to be properly made until all defects and irregularities have been cured or waived. Unless waived, any defects or irregularities in connection with any Notice of Withdrawal must be cured within such time as the Company shall determine. Neither the Company nor any other person is or will be obligated to give notice of any defects or irregularities in any Notice of Withdrawal, and no person will incur any liability for failure to give any such notice.

IMPORTANT: THIS NOTICE OF WITHDRAWAL MUST BE RECEIVED BY THE COMPANY ON OR PRIOR TO THE TIME AND DATE OF EXPIRATION OF THE OFFER TO AMEND AND EXERCISE AT 5:00 P.M. (PACIFIC TIME) ON JULY 7, 2014, AS MAY BE EXTENDED BY THE COMPANY IN ITS SOLE DISCRETION. HOWEVER, IF WE HAVE NOT ACCEPTED YOUR TENDERED INVESTOR WARRANTS AND OTHER ACCEPTANCE AND EXERCISE DOCUMENTS BY JULY 7, 2014, WHICH IS THE TWENTIETH BUSINESS DAY FROM THE COMMENCEMENT OF TH OFFER TO AMEND AND EXERCISE, YOU MAY CHANGE YOUR MIND AND SUBMIT A NOTICE OF WITHDRAWAL TO US AFTER JULY 7, 2014.

****

Investor Warrant

FIRST AMENDMENT TO
WARRANT TO PURCHASE COMMON STOCK

This First Amendment (the " **Amendment** ") to Warrant to Purchase Common Stock (the " **Warrant** "), is made and entered into effective as of June 9, 2014 (the " **Effective Date** "), by and between DelMar Pharmaceuticals, Inc., a Nevada corporation (the " **Company** ") and the undersigned (the " **Holder** "). Capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Warrant.

WHEREAS, in connection with the Company's tender offer with respect to the amendment and exercise of certain issued and outstanding warrants to purchase shares of common stock of the Company, including the Warrant, as set forth in that certain Offer to Amend and Exercise Warrants to Purchase Common Stock of DelMar Pharmaceuticals, Inc., dated June 9, 2014, a copy of which has been delivered to the Holder (the " ***Offer to Amend and Exercise*** "), the Company and the Holder desire to amend the Warrant as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Expiration Date . The Expiration Date contained in the first unnumbered paragraph of the Warrant is hereby amended and restated to be 5:00 p.m., Pacific time, on July 7, 2014, as may be extended by the Company in its sole discretion. In addition, the reference to "Void After: [ ], 201_ " in the heading of the Warrant shall be deleted in its entirety.

2. Exercise Price . The Exercise Price contained in the second unnumbered paragraph of the Warrant is hereby amended and restated to be $0.65 per share of Common Stock.

3. Exercise Period . Section 1(a) of the Warrant is hereby amended and restated in its entirety as follows:

"(a) Exercise Period . The Holder may exercise this Warrant in whole or in part on any Business Day on or before 5:00 P.M., Pacific time, on the Expiration Date, at which time this Warrant shall become void and of no value."

4. Exercise Procedures . Section 1(b) of the Warrant is hereby amended and restated in its entirety as follows:

"(b) Exercise Procedures .

(i) The purchase rights represented by this Warrant shall be deemed exercised by delivery before the Expiration Date of all of the following: (i) a signed copy of the Election to Participate and Exercise Warrant (as defined in that certain Offer to Amend and Exercise Warrants to Purchase Common Stock of DelMar Pharmaceuticals, Inc. dated June 9, 2014 (the " **Offer to Amend and Exercise** "), (ii) a signed copy of an Accredited Investor Questionnaire (as defined in the Offer to Amend and Exercise), (iii) the original copy of this Warrant (or an Affidavit of Lost Warrant in the form required by the Offer to Amend and Exercise) for cancellation, and (iv) cash in the amount equal to $0.65 per share multiplied by the number of Warrant Shares the Holder elects to purchase (collectively, the " **Acceptance and Exercise Documents** "). The cash may be tendered in the form of a check payable to Signature Bank, as Escrow Agent for DelMar Pharmaceuticals, Inc. or by wire transfer to the Company's escrow account at Signature Bank as set forth in the Election to Participate and Exercise Warrant. The signed copy of the Election to Participate and Exercise Warrant, the signed copy of the Accredited Investor Questionnaire, and the original copy of the Investor Warrant (or an Affidavit of Lost Warrant) for cancellation must be properly delivered, before the Expiration Date to: DelMar Pharmaceuticals, Inc., Suite 720 -- 999 West Broadway, Vancouver, British Columbia CANADA V5Z 1K5, Attn: Corporate Secretary. This Amendment shall be deemed ineffective and null and void if all of the Acceptance and Exercise Documents are not delivered in accordance herewith prior to the Expiration Date.

(ii) Upon the exercise of this Warrant in compliance with the provisions of Section 1(b)(i), as promptly as reasonably practicable, the Company shall issue and deliver to the person or person entitled to receive the same a certificate or certificates for that number of Warrant Shares issuable upon such exercise, but not later than five (5) business days prior to the expiration of the Lock-Up Period (as defined in Section 20 hereof). In the event that the rights under this Warrant are exercised in part and have not expired, the Company shall execute and deliver a new Warrant reflecting the number of Warrant Shares that remain subject to this Warrant.

(iii) No fractional shares or scrip representing fractional shares shall be issued upon the exercise of the rights under this Warrant. In lieu of such fractional share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Exercise Price multiplied by such fraction.

5. Partial Exercise . Section 1(c) of the Warrant is hereby deleted in its entirety.

6. Adjustment of Exercise Price Upon Issuance of Additional Shares of Common Stock . Section 3(d) of the Warrant is hereby deleted in its entirety.

7. Lock-Up Period . The Warrant is hereby amended by adding a new Section 20 as follows:

" **20. Lock-Up Period.**

(a) ***Lock-Up Restrictions*.** Holder agrees not to sell, make any Short Sale (as defined below) of, loan, grant any option for the purchase of, or otherwise dispose of any of the Shares issuable upon the exercise of this Warrant without the prior written consent of the Company for a period of time commencing on your exercise date and ending on the later of (i) the date that is twenty (20) days after exercise of this Warrant or (ii) the date that is five business days after the Expiration Date (the " ***Lock-Up Period*** "). For the avoidance of doubt, Holder may transfer during the Lock-Up Period any such Shares to any of its Affiliates provided that such Affiliate(s) agree to be bound by the same lock up restrictions.

(b) ***Stop-Transfer Instructions***. In order to enforce this Section 20, the Company may impose stop-transfer instructions with respect to the Shares of Holder (and the shares of every other Holder subject to the restrictions in this Section 20)."

8. Short Sales . The Warrant is hereby amended by adding a new Section 21 as follows:

"21. Short Sales. Until the expiration of the Lock-Up Period, other than with respect to the transactions contemplated herein, neither the Holder nor any Affiliate of such Holder which (x) had knowledge of the transactions contemplated hereby, (y) has or shares discretion relating to such Holder's investments or trading or information concerning such Holder's investments, including in respect of the shares and warrants, and (z) is subject to such Holder's review or input concerning such Affiliate's investments or trading (collectively, " ***Trading Affiliates*** ") will directly or indirectly, alone or with any individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind (collectively " ***Persons*** "), acting on behalf of or pursuant to any understanding with such Holder or Trading Affiliate, effect or agree to effect any Short Sales (as defined below) involving the Company's shares of common stock or other securities of the Company. Notwithstanding the foregoing, in the case of a Holder and/or Trading Affiliate that is, individually or collectively, a multi-managed investment bank or vehicle whereby separate portfolio managers manage separate portions of such Holder's or Trading Affiliate's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Holder's or Trading Affiliate's assets, the covenants set forth above shall apply only with respect to the portion of assets managed by the portfolio manager that have knowledge about the transactions contemplated by this Warrant. For purposes hereof, " ***Short Sale*** " shall include, without limitation, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, whether or not against the box, and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) or similar arrangements (including on a total return basis), or sales or other transactions through non-U.S. broker dealers or foreign regulated brokers.

9. Necessary Acts . Each party to this Amendment hereby agrees to perform any further acts and to execute and deliver any further documents that may be necessary or required to carry out the intent and provisions of this Amendment and the transactions contemplated hereby.

10. Governing Law . This Amendment shall be governed, construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.

11. Continued Validity . Except as otherwise expressly provided herein, the Warrant shall remain in full force and effect.

12. Approval of Amendment; No Execution Required . **By Holder's execution and delivery of an Election to Participate and Exercise Warrant together with the other Acceptance and Exercise Documents in accordance with the terms of the Offer to Amend and Exercise, each of the Company and the Holder shall be deemed to have authorized, approved and executed this Amendment.**

Exhibit (d)(1)

INVESTMENT BANKING ENGAGEMENT AGREEMENT

August 15, 2013

DelMar Pharmaceuticals, Inc.
Attention: Jeffrey Bacha
999 West Broadway
Suite 720
Vancouver, BC V5Z 1K5
Canada

Dear Jeff:

National Securities, Corp. ("National") is pleased to provide on a non-exclusive basis investment banking and financial advisory services to DelMar Pharmaceuticals, Inc. (the "Company") with respect to 1) advising the company on ways to optimize their available financial alternatives including but not limited to the potential solicitation of existing warrant holders 2) strategic introductions, potential joint venture opportunities and assisting the Company in developing a well-coordinated and integrated plan to address ways in which the Company can seek to increase its visibility within its markets, enhance its liquidity and establish non deal roadshows on the terms and conditions in this letter agreement (the "Agreement") and 3) any other general advisory services that the Company may seek to pursue and avail themselves of.

1. Engagement; Nature of Services.

(a) The Company engages National as the Company's non-exclusive financial advisor to render such financial and other advice as an investment banker, as the Company may reasonably request and National deems necessary or appropriate in connection with the Agreement.

(b) National shall in the course of the Engagement:

- Organize 'non-deal' roadshows each comprising presentations to its offices, during the period between September 1 and November 15, 2013 and January 1 and February 28, 2014, the schedule for which shall be agreed between National and the Company no less than 5 business days before the start of each period; and

- Assist in the preparation and dissemination of information regarding the Company and its activities and prospects, including, but not limited, to investor kits and presentations to institutional & retail investors, with the goal of promoting increased name recognition for the Company and familiarity with the Company's business model, activities and strategies.

(c) National shall render such other investment banking or financial advisory services as may from time to time be agreed upon by National and the Company (e.g., fairness opinions, business plans). The fees payable for any such other services shall be customary investment banking or financial advisory fees to be mutually agreed upon based upon the nature and type of the services to be rendered.

(d) National shall not be required to undertake duties not reasonably within the scope of the investment banking or financial advisory services contemplated by this Agreement or to spend any minimum amount of time in providing such services. National does not provide tax, accounting or legal advice. Any public offerings shall be subject to a separate agreement and are expressly not addressed in this Agreement.

2. Information.

The Company will furnish to National such information as National reasonably requests in connection with performing its services. In performing its services, National will use and rely upon the information furnished by the Company as well as publicly available information regarding the Company. Accordingly, National shall be entitled to assume and rely upon the accuracy and completeness of all such information and is not required to independently verify any information, whether publicly available or otherwise furnished to it, including any financial information, forecasts or projections. For any financial forecasts and projections made available to National by the Company, National may assume that the forecasts and projections have been reasonably prepared on bases reflecting the best currently available estimates and judgments of management of the Company.

In the event the Company makes available to National certain information concerning the business, financial condition, operations, assets and liabilities of the Company and other proprietary information of the Company ("Confidential Information") in connection with the performance of its duties hereunder National agrees to treat such Confidential Information (whether prepared by the Company, its advisors, investors or otherwise and irrespective of the form of communication) which is furnished to National or to its employees or agents now or in the future by or on behalf of the Company as confidential and to hold it in confidence in accordance with the provisions of this Agreement, and to take or abstain from taking certain other actions hereinafter set forth. Confidential Information also shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by National, its employees or agents which contain, reflect or are based upon, in whole or in part, Confidential Information furnished to National, its employees or agents pursuant hereto. The term Confidential Information does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by National, its employees or agents, or (ii) becomes available to National on a non-confidential basis from a source other than the Company (including without limitation any of the Company's directors, officers, employees or agents), or any of its attorneys, accountants, investors, consultants, bankers and financial advisors (collectively, the "Representatives"), provided that such source is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any other party with respect to such information.

National hereby agrees that National, its employees and agents shall use the Confidential Information solely for the purposes contemplated by this Agreement.

3. Fees.

For the services to be rendered by National, the Company shall pay to National, or its designees in the case of warrants, the Fees set forth below.

i. Upon execution of this Agreement, the Company shall pay to National, and in the case of warrants to buy shares of Common Stock, National or its designees, the Fee consisting of **1)** Three Hundred Thousand (300,000) 5 year cashless warrants to purchase shares of Common Stock of the Company at an exercise price of $1.76 per share (the "National Warrants"). One half (150,000) of the National Warrants shall vest upon the Effective Date and one-half (150,000) of the National Warrants shall vest upon the one month anniversary of the effective date. and **2)** a Warrant Solicitation Fee that is equal to 5% of the gross dollar amount received by the Company as a result of warrant exercises by existing warrant holders holding warrants received as part of the Company's 2013 private placement, which for clarity is the financing completed between January 25 2013 and March 6, 2013, during the time period in which the Company and National are engaged, such time being reflected as the Warrant Solicitation Period. The Fees shall be due and payable within five (5) business days of this Agreement or in the case of the Warrant Solicitation Fee, within 5 days from receipt by the Company of the warrant exercise proceeds, and considered fully earned and non refundable upon receipt of such Fees. The National Warrants shall contain customary terms including without limitation, change of control, anti-dilution for stock splits, stock dividends and similar recapitalization events, customary piggyback registration rights, and provisions for "cashless" exercise, and shall be in a form reasonably acceptable to the parties and their respective counsel, and to the Company's auditors in consideration of any terms which could be interpreted as a derivative liability to the degree which could prohibit the Company from listing on a recognized stock exchange such as NASDAQ or the NYSE.

If within 12 months following the execution of this Agreement, the Company proposes to raise any capital in which the shares of the Company's common stock are sold in the Offering (a "**Qualifying Financing**"), the Company shall provide written notice of such Qualifying Financing to Nationaland National shall have the right for a period of five business days after the date of the Company's notice, if it so chooses, to participate in the Qualifying Financing as a co-agent or co-manager, depending on the nature of the transaction, and if National exercises its right to participate in the Qualifying Transaction it shall have the right to offer the portion of the securities offered in the Qualifying Financing to the National's high net worth clients as determined by good-faith negotiation between National, the Company and the other co-agent(s) or co-manager(s),however such participation to be no less than fifteen percent (15%) in any instance, for which National shall receive fees based on its clients' participation in the Qualifying Financing.

4. Expenses.

In addition to any fees that may be payable to National, the Company agrees, from time to time upon request, to reimburse National for: (a) all reasonable travel and related expenses arising out of this engagement; and (b) all other reasonable out-of-pocket expenses incurred in connection with this engagement. However, to the extent the total of these reimbursements exceed one thousand dollars ($1,000), such excess shall be subject to the Company's prior approval. The Company shall reimburse National for all expenses due to it within 30 days of receipt of a statement for these expenses from National.

5. Scope of Responsibility.

National shall not be liable to the Company, or to any other person claiming through the Company, for any claim, loss, damage, liability, or expense suffered by the Company or any such other person arising out of or related to National's engagement except for any claim, loss, damage, liability or expense that arises out of, or is based upon, any action or failure to act by National that constitutes bad faith, willful misconduct or gross negligence.

6. Indemnification; Contribution.

(a) The Company agrees to indemnify and hold harmless National and its officers, directors, shareholders, employees, affiliates, agents and each person who controls National (and any of its affiliates) within the meaning of Section 15 of the Securities Act of 1933, as amended or Section 20 of the Securities Exchange Act of 1934, as amended (each an "Indemnified Person"), to the fullest extent lawful, against any and all claims, losses, damages, liabilities, and expenses (including all fees and disbursements of counsel and other expenses reasonably incurred in connection with the investigation of, preparation for and defense of any pending or threatened claim, action, proceeding, inquiry, investigation or litigation, to which an Indemnified Person may become subject) (collectively, "Damages") incurred that arise out of or are related to National's engagement under this Agreement. However, this indemnification shall not include any Damages that are found in a final judgment by a court of competent jurisdiction to have resulted from the bad faith, willful misconduct or gross negligence of National.

(b) If the indemnity above is unavailable or insufficient to hold harmless an Indemnified Person, then the Company shall contribute to amounts paid or payable by an Indemnified Person for Damages in such proportion as appropriately reflects the relative benefits received by the Company on the one hand and National on the other. If applicable law does not permit allocation solely on the basis of benefits, then such contribution shall be made in such proportion as appropriately reflects both the relative benefits and relative fault of the parties and other relevant equitable considerations. However, in no event shall National's aggregate contributions for Damages exceed the amount of fees actually received by National under this Agreement. The relative benefits to the Company and National of this Agreement shall be deemed to be in the same proportion that the total value paid or received or contemplated to be paid or received by the Company or its security holders in connection with this Agreement bears to the fees paid to National under this Agreement.

(c) Promptly after receipt by National of notice of any claim or the commencement of any action for which an Indemnified Person may be entitled to indemnity, National shall promptly notify the Company of such claim or the commencement of such against the Indemnified Person that would give rise to indemnification. However, any delay or failure to notify the Company will not relieve the Company of its indemnity obligation except to the extent it is materially prejudiced by such delay or failure. The Company may participate in the defense of the claim and shall assume the defense of the claim and shall pay as incurred the fees and disbursements of counsel for the proceeding. In any proceeding where the Company declines to assume the defense or the Company's counsel is deemed to have a conflict of interest, the Indemnified Person shall have the right to retain its own counsel which shall be reasonably satisfactory to National. The Company shall pay the fees and expenses of such counsel as incurred. However, the Company shall not be responsible for the fees and expenses of more than one counsel (other than counsel of record) for all Indemnified Persons.

(d) The Company will not enter into any waiver, release or settlement for any threatened or pending claim, action, proceeding or investigation or settle any related litigation for which indemnification may be sought under this Agreement (whether or not Indemnified Persons are a formal party to the litigation), unless the waiver, release or settlement includes an unconditional release of each Indemnified Person from any and all liability arising out of the threatened or pending claim, action, proceeding, investigation or litigation.

7. Term; Termination of Engagement.

The term of this engagement shall be for nine (9) months from the date of this Agreement. Nevertheless, National's engagement may be terminated by either the Company or National at any time upon written notice to that effect to the other party.

The provisions of this Section 7 and of Sections 3,4, 5 and 6 of this Agreement shall survive termination.

8. Representations and Warranties; Covenants.

The Company represents, warrants and covenants as follows:

(a) All information provided by the Company will be accurate and complete in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made.

(b) During the term of this Agreement, the Company will (a) promptly notify National of any material development in the operations, financial condition or prospects of the Company or its assets, whether or not in the ordinary course of business, (b) provide copies of its annual reports and other financial reports not publicly available at the earliest time the Company makes them available to others, and (c) provide such other information concerning the business and financial condition of the Company and its assets as National may from time to time reasonably request.

(c) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated in this Agreement have been duly authorized by all necessary corporate action and will not conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company pursuant to, any contract, indenture, mortgage, loan agreement, note lease or other instrument to which the Company is bound, or to which any property or assets of the Company are subject.

9. Reliance on Others. The Company confirms that it will rely on its own counsel and accountants for legal, tax and accounting advice.

10. No Rights in Shareholders, etc. National has been engaged only by the Company, and this engagement is not deemed to be on behalf of and is not intended to confer rights upon any shareholder, partner or other owner of the Company or any other person not a party to this Agreement as against National. Unless otherwise expressly agreed, no one other than the Company is authorized to rely upon this engagement of National or to rely upon any statements, advice, opinions or conduct by National.

11. Independent Contractor; No Fiduciary Duty; Non-Exclusive Services: National's role is that of an independent contractor and nothing in this Agreement is intended to create or shall be construed as creating a fiduciary relationship between the Company and National. National and its affiliates provide financial advisory services, investment banking services, and consulting advice to others. Nothing in this Agreement shall limit or restrict National in providing services to others, except as such services may relate to matters concerning the Company's business and properties.

12. Public Disclosure: The Company agrees to distribute at its expense any pre-approved press release via Businesswire National Circuit or a similar news service concerning the Company and its business, as National may reasonably request.

13. Advertising. National may, at its option and expense subject to the Company's prior written approval: (a) place advertisements in financial and other newspapers and journals (including electronic versions) describing its services to the Company and (b) use the Company's corporate logo in such advertising or related promotional materials (including electronic versions) concerning National's services to the Company. If requested by National, the Company may include a mutually acceptable reference to National in any press release or other public announcement made by the Company regarding this Agreement.

14. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in all respects under the laws of the State of New York, without reference to its conflict of laws provisions. Any right to trial by jury for any claim, action, proceeding or litigation arising out of this Agreement or any of the matters contemplated in this Agreement is waived by the Company and National. The parties hereby irrevocably and unconditionally: submit to the jurisdiction of the federal and state courts located in the State of New York, for any dispute related to this Agreement or any of the matters contemplated hereby; consent to service of process by registered or certified mail return receipt requested or by any other manner provided by applicable law; and waive any right to claim that any action, proceeding or litigation so commenced has been commenced in an inconvenient forum.

15. Miscellaneous. Nothing in this Agreement is intended to obligate National to provide any services other than as set forth above. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall be considered a single instrument. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings (both written and oral) of the parties with respect to the subject matter of this Agreement. This Agreement cannot be amended or otherwise modified except in writing signed by the parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Company and National.

If you agree with the foregoing, please sign both copies of this letter, retain one copy for your records and return the other copy to us, whereupon the Agreement shall become effective as of August 15, 2013.

Sincerely,

National Securities Corporation

By: /s/ Jonathan C. Rich
Name: Jonathan C. Rich
Title: EVP — Head of Investment Banking

ACCEPTED AND AGREED:

DelMar Pharmaceuticals, Inc.

By: /s/ Jeffrey A. Bacha
Name: Jeffrey A. Bacha
Title: Chairman & CEO

Exhibit (d)(2)

INVESTMENT BANKING ENGAGEMENT AGREEMENT

May 8, 2014

DelMar Pharmaceuticals, Inc.
Attention: Jeffrey Bacha
999 West Broadway
Suite 720
Vancouver, BC V5Z 1K5
Canada

Dear Jeff:

This letter shall serve to memorialize the extension of the term under which the Warrant Solicitation Fee, as defined within the Investment Banking Engagement Agreement (the "Agreement") executed August 15, 2013 between DelMar and National, shall be considered earned and the corresponding fee due and payable, to June 30, 2014 (the "New Warrant Solicitation Fee Term"), unless otherwise extended by DelMar in its sole discretion; provided however, that if National successfully completes exercise of DelMar Investor Warrants for minimum gross proceeds of Three Million Dollars ($3,000,000.00) during the New Warrant Solicitation Fee Term, the term of the Warrant Solicitation Fee shall be automatically extended to December 31, 2014 (the "Automatic Extension of the New Warrant Solicitation Fee Term").

All other terms and provisions of the Agreement, to the extent applicable, shall remain as defined and agreed to within the Agreement without further adjustment and survive termination.

If you agree with the foregoing, please sign this letter, retain one copy for your records and return the other copy to us, whereupon the Agreement shall become effective as of May 8, 2014.

Sincerely,

National Securities Corporation

By: /s/ Jonathan C. Rich
Name: Jonathan C. Rich
Title: EVP — Head of Investment Banking

ACCEPTED AND AGREED:

DelMar Pharmaceuticals, Inc.

By: /s/ Jeffrey A. Bacha
Name: Jeffrey A. Bacha
Title: Chairman & CEO