



September 19, 2019

Dear Stockholder:

On September 9, 2019, the Board of Directors of Neurotrope, Inc. (“**Neurotrope**”) adopted a shareholder rights plan. This letter contains a summary of the plan as well as answers to some of the questions you may have about how the plan affects your Neurotrope common stock.

What is the purpose of the shareholder rights plan?

The rights plan is intended to protect the interests of Neurotrope’s stockholders and enable them to realize the full potential value of their investment by reducing the likelihood that any person or group gains control of Neurotrope through open market accumulation or other tactics without appropriately compensating all stockholders. The rights plan is similar to those adopted by other public companies, all of which are designed to assure that stockholders receive fair and equal treatment in the event that someone makes an unsolicited attempt to acquire a company, and to provide a company’s Board of Directors with adequate time to evaluate unsolicited offers. The Neurotrope Board’s action in adopting a rights plan at this time was not in response to any specific transaction or proposed transaction.

How does the shareholder rights plan work?

Pursuant to the rights plan, Neurotrope will issue, by means of a dividend, one preferred share purchase right for each outstanding share of Neurotrope's common stock to stockholders of record on the close of business on September 19, 2019. Initially, the rights will trade with, and be represented by, the shares of Neurotrope's common stock. The rights will generally become exercisable only if any person (or any persons acting as a group) acquires 15% or more of Neurotrope’s outstanding common stock (the “**Acquiring Person**”) in a transaction not approved by Neurotrope’s Board of Directors, subject to certain exceptions. If the rights become exercisable, all holders of rights, other than the Acquiring Person, will be entitled to acquire shares of Neurotrope’s common stock at a 50% discount or Neurotrope may exchange each right held by such holders for one share of its common stock. In such situation, rights held by the Acquiring Person would become void and will not be exercisable. If any person at the time of the first public announcement of the plan owned more than the triggering percentage, then that stockholder's existing ownership percentage will be grandfathered, although with certain exceptions, the rights will become exercisable if at any time after the announcement of the plan such stockholder increases its ownership of Neurotrope’s common stock.

What is a right?

The rights issued under the rights plan represent an opportunity (but not an obligation) to purchase certain Neurotrope securities, or in certain cases, securities of any entity that acquires

Neurotrope, but only during the period when these rights are exercisable and subject to certain other limitations. The rights expire on September 8, 2021.

When are these rights exercisable?

Initially, the rights are not exercisable. The rights would only become exercisable when a person acquires beneficial ownership of 15% or more of Neurotrope's common stock or commences a tender offer for 15% or more of Neurotrope's common stock, unless, in either case, the transaction was approved by Neurotrope's Board of Directors.

How many rights did I receive?

One right was issued for every share of Neurotrope's common stock that was outstanding at the close of business on September 19, 2019.

Will I be receiving a new stock certificate?

No. However, if in the future the rights separate from the common stock and become exercisable, then separate rights certificates would be distributed.

Do these rights change the number of shares of Neurotrope common stock that I own as of September 19, 2019?

No, you will continue to own the same number of shares of Neurotrope's common stock that you owned prior to September 19, 2019.

Are there tax consequences to the issuance of the rights?

The distribution of the rights should not be taxable to shareholders or to Neurotrope for U.S. federal tax purposes.

Can I sell my rights or buy more rights?

Not now. At this point the rights are attached to, and automatically trade with, Neurotrope's common stock and therefore may not be bought or sold separately from Neurotrope's common stock. The rights will not separate from the common stock unless they become exercisable.

Can Neurotrope redeem or exchange my rights?

Yes. Neurotrope can redeem your rights at \$0.0001 per right at any time prior to an Acquiring Person's acquisition of beneficial ownership of 15% or more of Neurotrope's common stock. Neurotrope can also exchange all or part of the rights, at any time after an Acquiring Person's acquisition of beneficial ownership of 15% or more of Neurotrope's common stock, for shares of its common stock at an exchange ratio of one share of common stock per one one-thousandth of a preferred share represented by a right.

Do I need to do anything to acquire these rights?

No. They automatically become attached to your stock as of the close of business on September 19, 2019. You should, however, keep this letter together with your stock certificate.

How can I learn more about the shareholder rights plan?

If you would like more information about the rights plan, we encourage you to read the following summary.

Sincerely,



Robert Weinstein
Chief Financial Officer

UNDER CERTAIN CIRCUMSTANCES, RIGHTS THAT ARE OR WERE ACQUIRED OR BENEFICIALLY OWNED BY AN ACQUIRING PERSON OR ANY ASSOCIATES OR AFFILIATES THEREOF (AS SUCH TERMS ARE DEFINED IN THE RIGHTS AGREEMENT), OR ANY SUBSEQUENT HOLDER OF SUCH RIGHTS, MAY BECOME NULL AND VOID

SUMMARY OF RIGHTS TO PURCHASE
PREFERRED SHARES

On September 9, 2019, the Board of Directors of Neurotrope, Inc., a Nevada corporation (the “**Company**”), declared a dividend of one preferred share purchase right (a “**Right**”) for each outstanding share of common stock, par value \$0.0001 per share, of the Company (the “**Common Shares**”), outstanding on September 19, 2019 (the “**Record Date**”) to the stockholders of record on that date. Each Right entitles the registered holder to purchase from the Company one one-thousandth of a share of Series C Preferred Stock, par value \$0.0001 per share, of the Company (the “**Preferred Shares**”), at a price of \$20 per one one-thousandth of a Preferred Share represented by a Right (the “**Purchase Price**”), subject to adjustment. The description and terms of the Rights are set forth in a Rights Agreement (the “**Rights Agreement**”), dated as of September 9, 2019, between the Company and Philadelphia Stock Transfer, Inc, a Pennsylvania company, as rights agent (or any successor rights agent), as it may from time to time be amended or supplemented pursuant to its terms. Capitalized terms used but not defined in this summary have the meanings ascribed to such terms in the Rights Agreement.

Until the earlier to occur of (i) the Close of Business on the tenth day following the acquisition of Beneficial Ownership of 15% or more of the outstanding Common Shares (including ownership of a Derivative Position) by a Person or group of affiliated or associated Persons (an “**Acquiring Person**”) (or, in the event that an exchange is effected in accordance with Section 24 of the Rights Agreement and the Board of Directors determines that a later date is advisable, then such later date) or (ii) 10 Business Days (or such later date as may be determined by action of the Board of Directors prior to such time as any Person becomes an Acquiring Person) following the commencement of, or of the first public announcement of the intention to commence, a tender offer or exchange offer the consummation of which would result in the Beneficial Ownership by a Person or group of 15% or more of the outstanding Common Shares (the earlier of such dates, the “**Distribution Date**”), the Rights will be evidenced by Common Share certificates with a copy of this Summary of Rights attached thereto (unless such Rights are recorded in book-entry); *provided*, that each certificate (or other evidence of book-entry or other uncertificated ownership) representing Common Shares outstanding as of the Close of Business on the Record Date evidencing the Rights shall be deemed to incorporate by reference the terms of the Rights Agreement.

A Person shall not be deemed to be an Acquiring Person if such Person, together with all Affiliates and Associates of such Person, at the time of the first public announcement of the Rights Agreement, is a Beneficial Owner of 15% or more of the Common Shares then outstanding (a “**Grandfathered Stockholder**”); *provided*, that (A) for the avoidance of doubt, any Derivative that is not by its express terms capable of being settled directly into Common Shares and does not otherwise directly or indirectly convey any voting rights in Common Shares

to any Person shall not be included in the calculation of Beneficial Ownership for purposes of determining whether and the extent to which a Person may be deemed to be a Grandfathered Stockholder and (B) if a Grandfathered Stockholder becomes (other than pursuant to the vesting or exercise of any equity awards issued to a member of the Board of Directors or pursuant to additional grants of any such equity awards to a member of the Board of Directors), after the date of the Rights Agreement, the Beneficial Owner of any additional Common Shares (regardless of whether, thereafter or as a result thereof, there is an increase, decrease or no change in the percentage of Common Shares then outstanding Beneficially Owned by such Grandfathered Stockholder) then such Grandfathered Stockholder shall be deemed to be an Acquiring Person unless, upon such acquisition of Beneficial Ownership of additional Common Shares, such Person is not the Beneficial Owner of 15% or more of the Common Shares then outstanding; *provided*, further, that upon the first decrease of a Grandfathered Stockholder's Beneficial Ownership below 15%, such Grandfathered Stockholder shall no longer be deemed to be a Grandfathered Stockholder. For the avoidance of doubt, in the event that after the time of the first public announcement of the Rights Agreement, any agreement, arrangement or understanding pursuant to which any Grandfathered Stockholder is deemed to be the Beneficial Owner of Common Shares expires, is settled in whole or in part, terminates or no longer confers any benefit to or imposes any obligation on the Grandfathered Stockholder, any direct or indirect replacement, extension or substitution of such agreement, arrangement or understanding with respect to the same or different Common Shares that confers Beneficial Ownership of Common Shares shall be considered the acquisition of Beneficial Ownership of additional Common Shares by the Grandfathered Stockholder and render such Grandfathered Stockholder an Acquiring Person for purposes of the Rights Agreement unless, upon such acquisition of Beneficial Ownership of additional Common Shares, such Person is not the Beneficial Owner of 15% or more of the Common Shares then outstanding.

“**Beneficial Ownership**” shall include any securities (i) which a Person or any of such Person's Affiliates or Associates beneficially owns, directly or indirectly, within the meaning of Rules 13d-3 or 13d-5 promulgated under the Exchange Act, or has the right or ability to vote, or the right to acquire, pursuant to any agreement, arrangement or understanding (except under limited circumstances), (ii) which are directly or indirectly Beneficially Owned by any other Person with which a Person has any agreement, arrangement or understanding for the purpose of acquiring, holding or voting such securities, or obtaining, changing or influencing control of the Company or (iii) in respect of which a Person or any of such Person's Affiliates or Associates has a derivative position which is capable of being settled, in whole or in part, through delivery of Common Shares (whether on a required or optional basis, and whether such settlement may occur immediately or only after the passage of time, the occurrence of conditions, the satisfaction of regulatory requirements or otherwise).

The Rights Agreement provides that, until the Distribution Date (or earlier expiration or redemption of the Rights), the Rights will be transferred with and only with the Common Shares. New Rights will accompany any new Common Shares issued by the Company after the Record Date, until the Distribution Date (or earlier redemption or expiration of the Rights). Until the Distribution Date (or earlier redemption or expiration of the Rights), new Common Share certificates issued after the Record Date or upon transfer or new issuance of Common Shares will contain a notation incorporating the Rights Agreement by reference. Until the Distribution

Date (or earlier redemption or expiration of the Rights), the surrender for transfer of any certificates for Common Shares outstanding as of the Record Date, even without such notation or a copy of this Summary of Rights being attached thereto, will also constitute the transfer of the Rights associated with the Common Shares represented by such certificate. As soon as practicable following the Distribution Date, separate certificates evidencing the Rights (“**Right Certificates**”) will be mailed to holders of record of the Common Shares as of the Distribution Date, and such separate Right Certificates alone will evidence the Rights (unless such Rights are recorded in book-entry).

The Rights are not exercisable until the Distribution Date. The Rights will expire on the Close of Business on September 8, 2021 (the “**Final Expiration Date**”).

The Purchase Price payable, and the number of Preferred Shares or other securities or property issuable, upon exercise of the Rights is subject to adjustment from time to time to prevent dilution (i) in the event of a stock dividend on, or a subdivision, combination or reclassification of, the Preferred Shares; (ii) upon the grant to holders of the Preferred Shares of certain rights or warrants to subscribe for or purchase Preferred Shares at a price, or securities convertible into Preferred Shares with a conversion price, less than the then current market price of the Preferred Shares; or (iii) upon the distribution to holders of the Preferred Shares of evidences of indebtedness or assets (excluding regular periodic cash dividends paid out of earnings or retained earnings or dividends payable in Preferred Shares) or of subscription rights or warrants (other than those referred to above).

The number of outstanding Rights and the number of Preferred Shares issuable upon exercise of each Right are also subject to adjustment in the event of a stock split of the Common Shares or a stock dividend on the Common Shares payable in Common Shares or subdivisions, consolidations or combinations of the Common Shares occurring, in any such case, prior to the Distribution Date.

Preferred Shares purchasable upon exercise of the Rights will not be redeemable. Each Preferred Share will be entitled to a quarterly dividend payment of 1,000 multiplied by the dividend declared per Common Share. In the event of liquidation, the holders of the Preferred Shares will be entitled to a payment per share equal to 1,000 multiplied by the aggregate payment made per Common Share. Each Preferred Share will have 1,000 votes, voting together with the Common Shares. In the event of any merger, consolidation or other transaction in which Common Shares are exchanged, each Preferred Share will be entitled to receive 1,000 multiplied by the amount received per Common Share.

From and after the time any Person becomes an Acquiring Person, if the Rights evidenced by this Right Certificate are or were acquired or Beneficially Owned by an Acquiring Person or an Associate or Affiliate of an Acquiring Person (as such terms are defined in the Rights Agreement), such Rights shall become void, and any holder of such Rights shall thereafter have no right to exercise such Rights.

If any Person becomes an Acquiring Person, proper provision shall be made so that each holder of a Right, other than Rights Beneficially Owned by the Acquiring Person and its

Affiliates and Associates (all of which will thereafter be void), will thereafter have the right to receive upon exercise that number of Common Shares having a market value of two times the exercise price of the Right. If the Board of Directors so elects, the Company may deliver upon payment of the exercise price of a Right an amount of cash, securities, or other property equivalent in value to the Common Shares issuable upon exercise of a Right.

If, at any time after a Person becomes an Acquiring Person, the Company is acquired in a merger or other business combination transaction or 50% or more of its consolidated assets or Earning Power (as defined in the Rights Agreement) are sold, proper provision will be made so that each holder of a Right will thereafter have the right to receive, upon the exercise thereof at the then current exercise price of the Right, that number of shares of common stock of the acquiring company which at the time of such transaction will have a market value of two times the exercise price of the Right.

At any time after any Person becomes an Acquiring Person and prior to the acquisition by any Person or group of a majority of the outstanding Common Shares, the Board of Directors may exchange the Rights (other than Rights owned by such Person or group which have become void), in whole or in part, at an exchange ratio of one Common Share per Right (subject to adjustment). The shares and other securities transferred as part of the exchange may be transferred to a trust created upon such terms as the Board of Directors of the Company may determine.

With certain exceptions, no adjustment in the Purchase Price will be required until cumulative adjustments require an adjustment of at least 1% in such Purchase Price. No fractional Preferred Shares will be issued (other than fractions which are integral multiples of one one-thousandth of a Preferred Share, which may, at the election of the Company, be evidenced by depositary receipts), and in lieu thereof, an adjustment in cash will be made based on the market price of the Preferred Shares on the last trading day prior to the date of exercise.

At any time prior to the time any Person becomes an Acquiring Person, the Board of Directors may redeem the Rights in whole, but not in part, at a price of \$0.0001 per Right (the "**Redemption Price**"). The redemption of the Rights may be made effective at such time, on such basis and with such conditions as the Board of Directors in its sole discretion may establish. Immediately upon any redemption of the Rights, the right to exercise the Rights will terminate and the only right of the holders of Rights will be to receive the Redemption Price.

The terms of the Rights may be amended by the Board of Directors without the consent of the holders of the Rights. However, from and after such time as any Person becomes an Acquiring Person, the Rights Agreement shall not be amended or supplemented in any manner which would adversely affect the interests of the holders of Rights (other than an Acquiring Person and its Affiliates and Associates).

Until a Right is exercised, the holder thereof, as such, will have no rights as a stockholder of the Company, including, without limitation, the right to vote or to receive dividends.

A copy of the Rights Agreement has been filed with the Securities and Exchange Commission as an Exhibit to a Current Report on Form 8-K. A copy of the Rights Agreement is available free of charge from the Company. The foregoing summary of the Rights does not purport to be complete and is qualified in its entirety by reference to the Rights Agreement, which is hereby incorporated herein by reference.

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