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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): May 26, 2017

PROPANC BIOPHARMA, INC.

(Exact name of registrant as specified in its charter)

Delaware	**000-54878**	**33-0662986**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

302, 6 Butler Street
Camberwell, VIC, 3124 Australia

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **61 03 9882 6723**

Propanc Health Group Corporation

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

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

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company [ ]

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

Item 1.01 Entry into a Material Definitive Agreement

On May 26, 2017, Propanc Biopharma, Inc. (the "Company" and, until recently, known as Propanc Health Group Corporation) entered into a Securities Purchase Agreement (the "SPA") dated as of May 17, 2017, with GS Capital Partners, LLC ("GS"), pursuant to which GS purchased for cash an 8% convertible redeemable junior subordinated promissory note in the principal amount of $160,000 (the "Note"). The Note matures on May 17, 2018, upon which any outstanding principal and interest becomes due and payable. The Note may be prepaid with certain penalties within 180 days of issuance.

Commencing on November 17, 2017, the amount of principal and accrued interest under the Note are convertible into common stock, par value $0.001 (the "Common Stock"), of the Company at a conversion price equal to 62% of the lowest closing bid price of the Common Stock for the ten trading days prior to the conversion, subject to adjustment in certain events.

Upon an event of default, principal and accrued interest will become immediately due and payable under the Note. Additionally, upon an event of default, the Note will accrue interest at a default interest rate of 24% per annum or the highest rate of interest permitted by law. Further, certain events of default may trigger penalty and liquidated damage provisions.

The foregoing descriptions of the SPA and the Note are qualified in their entirety by reference to the provisions of the SPA and the Note, included in Exhibits 10.1 and 4.1, respectively, to this Current Report on Form 8-K, which are incorporated herein by reference.

Item 2.03 Creation of Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The disclosure under Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 2.03 by reference.

Item 3.02 Unregistered Sales of Equity Securities

The disclosure under Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 3.02 by reference.

In connection with the issuance to GS disclosed above, the Company claimed an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the exemption for transactions by an issuer not involving any public offering under Section 4(a)(2) of the Securities Act. The Company made this determination based on representations of the acquirer that it was acquiring the securities for its own account with no intent to distribute the securities. No general solicitation or general advertising were used in connection with these issuances.

Item 7.01 Regulation FD.

On June 1, 2017, the Company posted the fact sheet furnished hereto as Exhibit 99.1 and the investor presentation furnished hereto as Exhibit 99.2 to its website at www.propanc.com. None of the information furnished in this Item 7.01 or Exhibits 99.1 and 99.2 thereto shall be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

Item 8.01 Other Events.

On June 1, 2017, the Company announced that the ticker symbol of its Common Stock would change from PPCH to PPCB, effective immediately, to reflect its recent name change. The Company made this announcement via a press release, which is included in Exhibit 99.3 to this Current Report on Form 8-K and is incorporated into this Item 8.01 by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
4.1	8% Convertible Redeemable Junior Subordinated Promissory Note due May 17, 2018 issued to GS Capital Partners, LLC
10.1	Securities Purchase Agreement dated as of May 17, 2017 between Propanc Biopharma, Inc. and GS Capital Partners, LLC
99.1	Investor Fact Sheet
99.2	Investor Presentation
99.3	Press Release of Propanc Biopharma, Inc., dated June 1, 2017

SIGNATURES

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

Dated: June 1, 2017

PROPANC BIOPHARMA, INC.

By: */s/ James Nathanielsz*
James Nathanielsz
President and Chief Executive Officer

THIS NOTE AND THE COMMON STOCK ISSUABLE UPON CONVERSION OF THIS NOTE HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER (THE "1933 ACT")

US $160,000.00

PROPANC HEALTH GROUP CORPORATION
8% CONVERTIBLE REDEEMABLE JUNIOR SUBORDINATED NOTE
DUE MAY 17, 2018

FOR VALUE RECEIVED, Propanc Health Group Corp. (the "Company") promises to pay to the order of GS CAPITAL PARTNERS, LLC and its authorized successors and Permitted Assigns, defined below, (" Holder"), the aggregate principal face amount of One Hundred Sixty Thousand Dollars exactly (U.S. $160,000.00) on May 17, 2018 ("Maturity Date") and to pay interest on the principal amount outstanding hereunder at the rate of 8% per annum commencing on May 17, 2017. The interest will be paid to the Holder in whose name this Note is registered on the records of the Company regarding registration and transfers of this Note. The principal of, and interest on, this Note are payable at 110 Wall Street, Suite 5-070, initially, and if changed, last appearing on the records of the Company as designated in writing by the Holder hereof from time to time. The Company will pay each interest payment and the outstanding principal due upon this Note before or on the Maturity Date, less any amounts required by law to be deducted or withheld, to the Holder of this Note by check or wire transfer addressed to such Holder at the last address appearing on the records of the Company. The forwarding of such check or wire transfer shall constitute a payment of outstanding principal hereunder and shall satisfy and discharge the liability for principal on this Note to the extent of the sum represented by such check or wire transfer. Interest shall be payable in Common Stock (as defined below) pursuant to paragraph 4(b) herein. Permitted Assigns means any Holder assignment, transfer or sale of all or a portion of this Note accompanied by an Opinion of Counsel as provided for in Section 2(f) of the Securities Purchase Agreement by and between the Holder and the Company dated as of May 17, 2017 (the "Securities Purchase Agreement").

The Holder, for itself and its successors and assigns, agrees that this Note, and the payment of amounts due hereunder, are junior to and subordinate in all respects to the existing debt of the Company pursuant to that certain 5% Original Issue Discount Senior Secured Convertible Debenture with an original issue date of October 28, 2015 (the "2015 Debenture"), and the 5% Original Issue Discount Senior Secured Convertible Debenture with an original issue date of September 13, 2016 (the "2016 Debenture"), in each case issued by the Company to Delafield Investments Limited ("Delafield"), as amended, modified, supplemented, restated, refinanced or replaced from time to time. Notwithstanding anything to contrary in the Securities Purchase Agreement or this Note, no payment pursuant to this Note will occur until such time as the 2015 and Debenture and 2016 Debenture have been fully repaid. Any delay in the payment hereunder as a result of this subordination will not trigger any right to rescind, penalty or event of default hereunder.

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This Note is subject to the following additional provisions:

1. This Note is exchangeable for an equal aggregate principal amount of Notes of different authorized denominations, as requested by the Holder surrendering the same. No service charge will be made for such registration or transfer or exchange, except that Holder shall pay any tax or other governmental charges payable in connection therewith. To the extent that Holder subsequently transfers, assigns, sells or exchanges any of the multiple lesser denomination notes, Holder acknowledges that it will provide the Company with Opinions of Counsel as provided for in Section 2(f) of the Securities Purchase Agreement ("Opinions of Counsel").

2. The Company shall be entitled to withhold from all payments any amounts required to be withheld under applicable laws.

3. This Note may be transferred or exchanged only in compliance with the Securities Act of 1933, as amended ("Act"), applicable state securities laws and Sections 2(f) and 5(f) of the Securities Purchase Agreement. Any attempted transfer to a non-qualifying party shall be treated by the Company as void. Prior to due presentment for transfer of this Note, the Company and any agent of the Company may treat the person in whose name this Note is duly registered on the Company's records as the owner hereof for all other purposes, whether or not this Note be overdue, and neither the Company nor any such agent shall be affected or bound by notice to the contrary. Any Holder of this Note electing to exercise the right of conversion set forth in Section 4(a) hereof, in addition to the requirements set forth in Section 4(a), and any prequalified prospective transferee of this Note, also is required to give the Company written confirmation that this Note is being converted ("Notice of Conversion") in the form annexed hereto as Exhibit A. The date of receipt (including receipt by telecopy) of such Notice of Conversion shall be the Conversion Date. All notices of conversion will be accompanied by an Opinion of Counsel.

4. (a) The Holder of this Note is entitled, at its option, at any time after the 6th monthly anniversary of this Note, to convert all or any amount of the principal face amount of this Note then outstanding into shares of the Company's common stock (the "Common Stock") at a price ("Conversion Price") for each share of Common Stock equal to **62%** of the **lowest closing bid price** of the Common Stock as reported on the National Quotations Bureau OTC Markets exchange which the Company's shares are traded or any exchange upon which the Common Stock may be traded in the future ("Exchange"), for the ***ten*** prior trading days including the day upon which a Notice of Conversion is received by the Company (provided such Notice of Conversion is delivered together with an Opinion of Counsel, by fax or other electronic method of communication to the Company after 4 P.M. Eastern Standard or Daylight Savings Time if the Holder wishes to include the same day closing price). For purposes of the above calculations, a day shall not be considered a trading day if there was no trading volume for the Company's Common Stock for that particular day. If the shares have not been delivered within 3 business days, the Notice of Conversion may be rescinded. Such conversion shall be effectuated by the Company delivering the shares of Common Stock to the Holder within 3 business days of receipt by the Company of the Notice of Conversion. Accrued, but unpaid interest shall be subject to conversion. No fractional shares or scrip representing fractions of shares will be issued on conversion, but the number of shares issuable shall be rounded to the nearest whole share. To the extent the Conversion Price of the Company's Common Stock closes below the par value per share, the Company will take all steps necessary to solicit the consent of the stockholders to reduce the par value to the lowest value possible under law. The Company agrees to honor all conversions submitted pending this increase. *In the event the Company experiences a DTC "Chill" on its shares, the conversion price shall be decreased to 50% instead of 60% while that "Chill" is in effect.* If the Company fails to maintain the share reserve at the 4x discount of the note 60 days after the issuance of the note, the conversion discount shall be increased by 10%. In no event shall the Holder be allowed to effect a conversion if such conversion, along with all other shares of Company Common Stock beneficially owned by the Holder and its affiliates would exceed 4.99% of the outstanding shares of the Common Stock of the Company (which may be increased up to 9.9% upon 60 days' prior written notice by the Holder).

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(b) Interest on any unpaid principal balance of this Note shall be paid at the rate of 8% per annum. Interest shall be paid by the Company in Common Stock ("Interest Shares"). Holder may, at any time, send in a Notice of Conversion to the Company for Interest Shares based on the formula provided in Section 4(a) above. The dollar amount converted into Interest Shares shall be all or a portion of the accrued interest calculated on the unpaid principal balance of this Note to the date of such notice.

(c) The Note may be prepaid with the following penalties: (i) if the note is prepaid within 90 days of the issuance date, then at 115% of the face amount plus any accrued interest; (ii) if the note is prepaid after 90 days after the issuance date but less than 181 days after the issuance date, then at 125% of the face amount plus any accrued interest. This Note may not be prepaid after the 180th day. Such redemption must be closed and funded within 3 days of giving notice of redemption of the right to redeem shall be null and void.

(d) Upon (i) a transfer of all or substantially all of the assets of the Company to any person in a single transaction or series of related transactions, (ii) a reclassification, capital reorganization (excluding an increase in authorized capital) or other change or exchange of outstanding shares of the Common Stock, other than a forward or reverse stock split or stock dividend, or (iii) any consolidation or merger of the Company with or into another person or entity in which the Company is not the surviving entity (other than a merger which is effected solely to change the jurisdiction of incorporation of the Company and results in a reclassification, conversion or exchange of outstanding shares of Common Stock solely into shares of Common Stock) (each of items (i), (ii) and (iii) being referred to as a "Sale Event"), then, in each case, the Company shall, upon request of the Holder, redeem this Note in cash for 150% of the principal amount, plus accrued but unpaid interest through the date of redemption, or at the election of the Holder, such Holder may convert the unpaid principal amount of this Note (together with the amount of accrued but unpaid interest) into shares of Common Stock immediately prior to such Sale Event at the Conversion Price.

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(e) In case of any Sale Event (not to include a sale of all or substantially all of the Company's assets) in connection with which this Note is not redeemed or converted, the Company shall cause effective provision to be made so that the Holder of this Note shall have the right thereafter, by converting this Note, to purchase or convert this Note into the kind and number of shares of stock or other securities or property (including cash) receivable upon such reclassification, capital reorganization or other change, consolidation or merger by a holder of the number of shares of Common Stock that could have been purchased upon exercise of the Note and at the same Conversion Price, as defined in this Note, immediately prior to such Sale Event. The foregoing provisions shall similarly apply to successive Sale Events. If the consideration received by the holders of Common Stock is other than cash, the value shall be as determined by the Board of Directors of the Company or successor person or entity acting in good faith.

5. No provision of this Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, and interest on, this Note at the time, place, and rate, and in the form, herein prescribed.

6. The Company hereby expressly waives demand and presentment for payment, notice of non-payment, protest, notice of protest, notice of dishonor, notice of acceleration or intent to accelerate, and diligence in taking any action to collect amounts called for hereunder and shall be directly and primarily liable for the payment of all sums owing and to be owing hereto.

7. The Company agrees to pay all costs and expenses, including reasonable attorneys' fees and expenses, which may be incurred by the Holder in collecting any amount due under this Note.

8. If one or more of the following described "Events of Default" shall occur:

(a) The Company shall default in the payment of principal or interest on this Note or any other note issued to the Holder by the Company; or

(b) Any of the representations or warranties made by the Company herein or in any certificate or financial or other written statements heretofore or hereafter furnished by or on behalf of the Company in connection with the execution and delivery of this Note, or the Securities Purchase Agreement under which this note was issued shall be false or misleading in any respect; or

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(c) The Company shall fail to perform or observe, in any respect, any covenant, term, provision, condition, agreement or obligation of the Company under this Note or any other note issued to the Holder; or

(d) The Company shall (1) become insolvent (which does not include a "going concern opinion); (2) admit in writing its inability to pay its debts generally as they mature; (3) make an assignment for the benefit of creditors or commence proceedings for its dissolution; (4) apply for or consent to the appointment of a trustee, liquidator or receiver for its or for a substantial part of its property or business; (5) file a petition for bankruptcy relief, consent to the filing of such petition or have filed against it an involuntary petition for bankruptcy relief, all under federal or state laws as applicable; or

(e) A trustee, liquidator or receiver shall be appointed for the Company or for a substantial part of its property or business without its consent and shall not be discharged within sixty (60) days after such appointment; or

(f) Any governmental agency or any court of competent jurisdiction at the instance of any governmental agency shall assume custody or control of the whole or any substantial portion of the properties or assets of the Company; or

(g) One or more money judgments, writs or warrants of attachment, or similar process, in excess of two hundred fifty thousand dollars ($250,000) in the aggregate, shall be entered or filed against the Company or any of its properties or other assets and shall remain unpaid, unvacated, unbonded or unstayed for a period of fifteen (15) days or in any event later than five (5) days prior to the date of any proposed sale thereunder; or

(h) The Company has defaulted on or breached any term of any other note of similar debt instrument into which the Company has entered and failed to cure such default within the appropriate grace period; or

(i) The Company shall have its Common Stock delisted from an exchange (including the OTC Markets exchange) or, if the Common Stock trades on an exchange, then trading in the Common Stock shall be suspended for more than 10 consecutive days or ceases to file its 1934 act reports with the SEC;

(j) The Company shall not deliver to the Holder the Common Stock pursuant to paragraph 4 herein without restrictive legend within 3 business days of its receipt of a Notice of Conversion which includes an Opinion of Counsel expressing an opinion which supports the removal of a restrictive legend; or

(k) The Company shall not replenish the reserve set forth in Section 12, within 3 business days of the request of the Holder.

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(l) The Company shall be delinquent in its periodic report filings with the Securities and Exchange Commission; or

(m) The Company shall cause to lose the "bid" price for its stock in a market (including the OTC marketplace or other exchange).

Then, or at any time thereafter, unless cured within 5 days, and in each and every such case, unless such Event of Default shall have been waived in writing by the Holder (which waiver shall not be deemed to be a waiver of any subsequent default) at the option of the Holder and in the Holder's sole discretion, the Holder may consider this Note immediately due and payable, without presentment, demand, protest or (further) notice of any kind (other than notice of acceleration), all of which are hereby expressly waived, anything herein or in any note or other instruments contained to the contrary notwithstanding, and the Holder may immediately, and without expiration of any period of grace, enforce any and all of the Holder's rights and remedies provided herein or any other rights or remedies afforded by law. Upon an Event of Default, interest shall accrue at a default interest rate of 24% per annum or, if such rate is usurious or not permitted by current law, then at the highest rate of interest permitted by law. In the event of a breach of Section 8(j) the parties agree that damages shall be difficult to determine and agree on liquidated damages in the amount of $250 per day the shares are not issued beginning on the 4th day after the conversion notice was delivered to the Company. The agreed liquidated damages shall increase to $500 per day beginning on the 10th day. In the event of a breach of Section 8(m), the parties agree that damages shall be difficult to determine and hereby agree to an increase of the outstanding principal amounts by 20% as a liquidated damages payment. In case of a breach of Section 8(i), the parties agree that damages will be difficult to determine and agree that the outstanding principal due under this Note shall increase by 50% as a liquidated damages payment. If this Note is not paid at maturity, the outstanding principal due under this Note shall increase by 10%. Further, if a breach of Section 8(l) occurs or is continuing after the 6-month anniversary of the Note, then the Holder shall be entitled to use the lowest closing bid price during the delinquency period as a base price for the conversion. For example, if the lowest closing bid price during the delinquency period is $0.01 per share and the conversion discount is 50% the Holder may elect to convert future conversions at $0.005 per share.

If the Holder shall commence an action or proceeding to enforce any provisions of this Note, including, without limitation, engaging an attorney, then if the Holder prevails in such action, the Holder shall be reimbursed by the Company for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

9. In case any provision of this Note is held by a court of competent jurisdiction to be excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, so that it is enforceable to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Note will not in any way be affected or impaired thereby.

10. Neither this Note nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the Company and the Holder.

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11. The Company represents that it is not a “shell” issuer and that if it previously has been a “shell” issuer that at least 12 months have passed since the Company has reported Form 10 type information indicating it is no longer a “shell issuer.

12. The Company shall issue irrevocable transfer agent instructions reserving 690,000 shares of its Common Stock for conversions under this Note (the “Share Reserve”). Upon full conversion of this Note, any shares remaining in the Share Reserve shall be cancelled. The company should at all times reserve a minimum of four times the number of shares required if the note would be fully converted. The Holder may reasonably request increases from time to time to reserve such amounts. The Company will instruct its transfer agent to provide the outstanding share information to the Holder in connection with its conversions.

13. The Company will give the Holder direct notice of any corporate actions, including but not limited to name changes, stock splits, recapitalizations etc. This notice shall be given to the Holder as soon as possible under law.

14. This Note shall be governed by and construed in accordance with the laws of New York applicable to contracts made and wholly to be performed within the State of New York and shall be binding upon the successors and assigns of each party hereto. The Holder and the Company hereby mutually waive trial by jury and consent to exclusive jurisdiction and venue in the courts of the State of New York or in the Federal courts sitting in the county or city of New York. This Agreement may be executed in counterparts, and the facsimile transmission of an executed counterpart to this Agreement shall be effective as an original.

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IN WITNESS WHEREOF, the Company has caused this Note to be duly executed by an officer thereunto duly authorized.

Dated: May 26, 2017

PROPANC HEALTH GROUP CORPORATION

By: */s/ James Nathanielsz*
James Nathanielsz
Title: President and Chief Executive Officer

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EXHIBIT A

NOTICE OF CONVERSION

(To be Executed by the Registered Holder in order to Convert the Note)

The undersigned hereby irrevocably elects to convert $_____ of the above Note into _____ Shares of Common Stock of Propanc Health Group Corporation ("Shares") according to the conditions set forth in such Note, as of the date written below.

If Shares are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer and other taxes and charges payable with respect thereto.

Date of Conversion:_____
Applicable Conversion Price:_____
Signature:_____
[Print Name of Holder and Title of Signer]
Address:_____
_____

SSN or EIN:_____
Shares are to be registered in the following name:_____

Name:_____
Address:_____
Tel:_____
Fax:_____
SSN or EIN:_____

Shares are to be sent or delivered to the following account:

Account Name:_____
Address:_____

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SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT** (the "Agreement"), dated as of May 8, 2017, by and between **PROPANC HEALTH GROUP CORPORATION**, a Delaware corporation, with headquarters located at 302, 6 Butler Street, Camberwell, VIC 3124 Australia (the "Company"), and **GS CAPITAL PARTNERS, LLC**, with its address at 110 Wall Street, 3rd Floor, Suite 5-070, New York, NY 10005 (the "Buyer").

WHEREAS:

A. The Company and the Buyer are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by the rules and regulations as promulgated by the United States Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "1933 Act");

B. Buyer desires to purchase and the Company desires to issue and sell, upon the terms and conditions set forth in this Agreement an 8% convertible note of the Company, in the form attached hereto as Exhibit A in the aggregate principal amount of $160,000.00 (together with any note(s) issued in replacement thereof or as a dividend thereon or otherwise with respect thereto in accordance with the terms thereof, the "Notes"), convertible into shares of common stock, of the Company (the "Common Stock"), upon the terms and subject to the limitations and conditions set forth in such Notes.

C. The Buyer wishes to purchase, upon the terms and conditions stated in this Agreement, such principal amount of Notes as is set forth immediately below its name on the signature page hereto; and

NOW THEREFORE, the Company and the Buyer severally (and not jointly) hereby agree as follows:

1. Purchase and Sale of Notes.

a. Purchase of Notes. On each Closing Date (as defined below), the Company shall issue and sell to the Buyer and the Buyer agrees to purchase from the Company such Note as is set forth immediately below the Buyer's name on the signature pages hereto.

b. Form of Payment. On the Closing Date (as defined below), (i) the Buyer shall pay the purchase price for the Note to be issued and sold to it at the Closing (as defined below) (the "Purchase Price") by wire transfer of immediately available funds to the Company, in accordance with the Company's written wiring instructions, against delivery of the Note in the principal amount equal to the Purchase Price as is set forth immediately below the Buyer's name on the signature pages hereto, and (ii) the Company shall deliver such duly executed Note on behalf of the Company, to the Buyer, against delivery of such Purchase Price.

c. Closing Date. The date and time of the issuance and sale of the Notes pursuant to this Agreement (the "Closing Date") shall be on or about May 17, 2017, or such other mutually agreed upon time. The closing of the transactions contemplated by this Agreement (the "Closing") shall occur on the Closing Date at such location as may be agreed to by the parties.

2. Buyer's Representations and Warranties. The Buyer represents and warrants to the Company that:

a. Investment Purpose. As of the date hereof, the Buyer is purchasing the Notes and the shares of Common Stock issuable upon conversion of or otherwise pursuant to the Note, such shares of Common Stock being collectively referred to herein as the "Conversion Shares" and, collectively with the Notes, the "Securities") for its own account and not with a present view towards the public sale or distribution thereof, except pursuant to sales registered or exempted from registration under the 1933 Act; provided, however, that by making the representations herein, the Buyer does not agree to hold any of the Securities for any minimum or other specific term and reserves the right to dispose of the Securities at any time in accordance with or pursuant to an effective registration statement with respect to such Securities or an exemption under the 1933 Act.

b. Accredited Investor Status. The Buyer is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D (an "Accredited Investor").

c. Reliance on Exemptions. The Buyer understands that the Securities are being offered and sold to it in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying upon the truth and accuracy of, and the Buyer's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Buyer set forth herein in order to determine the availability of such exemptions and the eligibility of the Buyer to acquire the Securities.

d. Information. The Buyer and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Securities which have been requested by the Buyer or its advisors. The Buyer and its advisors, if any, have been afforded the opportunity to ask questions of the Company. Notwithstanding the foregoing, the Company has not disclosed to the Buyer any material nonpublic information and will not disclose such information unless such information is disclosed to the public prior to or promptly following such disclosure to the Buyer. Neither such inquiries nor any other due diligence investigation conducted by Buyer or any of its advisors or representatives shall modify, amend or affect Buyer's right to rely on the Company's representations and warranties contained in Section 3 below. The Buyer understands that its investment in the Securities involves a significant degree of risk. The Buyer is not aware of any facts that may constitute a breach of any of the Company's representations and warranties made herein.

e. Governmental Review. The Buyer understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Securities.

f. Transfer or Re-sale. The Buyer understands that (i) the sale or re-sale of the Securities has not been and is not being registered under the 1933 Act or any applicable state securities laws, and the Securities may not be transferred unless (a) the Securities are sold pursuant to an effective registration statement under the 1933 Act, (b) the Buyer shall have delivered to the Company, at the cost of the Buyer, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in comparable transactions to the effect that the Securities to be sold or transferred may be sold or transferred pursuant to an exemption from such registration, which opinion may be accepted by the Company in its reasonable discretion, (c) the Securities are sold or transferred to an "affiliate" (as defined in Rule 144 promulgated under the 1933 Act (or a successor rule) ("Rule 144")) of the Buyer who agrees to sell or otherwise transfer the Securities only in accordance with this Section 2(f) and who is an Accredited Investor, or (d) the Securities are sold pursuant to Rule 144 or Regulation S under the 1933 Act (or a successor rule) ("Regulation S"), and the Buyer shall have delivered to the Company, at the cost of the Buyer, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in corporate transactions, which opinion may be accepted by the Company in its reasonable discretion; (ii) any sale of such Securities made in reliance on Rule 144 may be made only in accordance with the terms of said Rule 144 and further, if said Rule 144 is not applicable, any re-sale of such Securities under circumstances in which the selling Buyer (or the person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the 1933 Act) may require compliance with some other exemption under the 1933 Act or the rules and regulations of the SEC thereunder; and (iii) neither the Company nor any other person is under any obligation to register such Securities under the 1933 Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder (in each case).

g. Legends. The Buyer understands that the Notes and, until such time, if any, as the Conversion Shares have been registered under the 1933 Act may be sold pursuant to Rule 144 or Regulation S without any restriction as to the number of securities as of a particular date that have been sold, the Conversion Shares shall bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of the certificates for such Securities):

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED HEREBY NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A FORM ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT."

The legend set forth above shall be removed and the Company shall issue a certificate without such legend to the holder of any Security upon which it is stamped, if, unless otherwise required by applicable state securities laws, (a) such Security is registered for sale under an effective registration statement filed under the 1933 Act or otherwise may be sold pursuant to Rule 144 or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, or (b) such holder provides the Company with an opinion of counsel, in form, substance and scope customary for opinions of counsel in comparable transactions, to the effect that a public sale or transfer of such Security may be made without registration under the 1933 Act, which opinion shall be accepted by the Company in its reasonable discretion so that the sale or transfer is effected. The Buyer agrees to sell all Securities, including those represented by a certificate(s) from which the legend has been removed, in compliance with applicable prospectus delivery requirements, if any.

h. Authorization; Enforcement. This Agreement has been duly and validly authorized. This Agreement has been duly executed and delivered on behalf of the Buyer, and this Agreement constitutes a valid and binding agreement of the Buyer enforceable in accordance with its terms.

i. Residency. The Buyer is a resident of the jurisdiction set forth immediately below the Buyer's name on the signature pages hereto.

j. No Short Sales. The Buyer, its successors and assigns, agree that so long as the Note remains outstanding, the Buyer shall not enter into or effect "short sales" of the Common Stock or hedging transaction which establishes a short position with respect to the Common Stock of the Company. The Company acknowledges and agrees that upon delivery of a Conversion Notice by the Buyerr, the Buyer immediately owns the shares of Common Stock described in the Conversion Notice and any sale of those shares issuable under such Conversion Notice would not be considered short sales.

k. Trading Limitations. The Buyer, its successors and assigns agree to limit its sales of Common Stock of the Company to an amount not to exceed 20% of the aggregate trading volume of the Common Stock of the Company in any trading day.

3. Representations and Warranties of the Company. The Company represents and warrants to the Buyer that:

a . Organization and Qualification. The Company and each of its subsidiaries, if any, is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, with full power and authority (corporate and other) to own, lease, use and operate its properties and to carry on its business as and where now owned, leased, used, operated and conducted.

b. Authorization; Enforcement. (i) The Company has all requisite corporate power and authority to enter into and perform this Agreement, the Notes and to consummate the transactions contemplated hereby and thereby and to issue the Securities, in accordance with the terms hereof and thereof, (ii) the execution and delivery of this Agreement and the Notes by the Company and the consummation by it of the transactions contemplated hereby and thereby (including without limitation, the issuance of the Notes and the issuance and reservation for issuance of the Conversion Shares issuable upon conversion or exercise thereof) have been duly authorized by the Company's Board of Directors and no further consent or authorization of the Company, its Board of Directors, or its shareholders is required, (iii) this Agreement has been duly executed and delivered by the Company by its authorized representative, and such authorized representative is the true and official representative with authority to sign this Agreement and the other documents executed in connection herewith and bind the Company accordingly, and (iv) this Agreement constitutes, and upon execution and delivery by the Company of the Notes, each of such instruments will constitute, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

c. Issuance of Shares. The shares reserved for conversion of the Note shall be duly authorized and reserved for issuance as soon as practicable after the Company has increased its shares of authorized Common Stock in an amount equal to or greater than that permitting it to reserve such shares. Upon conversion of the Note in accordance with its respective terms, Conversion Shares will be validly issued, fully paid and non-assessable, and free from all taxes, liens, claims and encumbrances with respect to the issue thereof and shall not be subject to preemptive rights or other similar rights of shareholders of the Company and will not impose personal liability upon the holder thereof.

d. Acknowledgment of Dilution. The Company understands and acknowledges the potentially dilutive effect to the Common Stock upon the issuance of the Conversion Shares upon conversion of the Notes. The Company further acknowledges that its obligation to issue Conversion Shares upon conversion of the Notes in accordance with this Agreement and the Notes is absolute and unconditional regardless of the dilutive effect that such issuance may have on the ownership interests of other shareholders of the Company.

e. No Conflicts. The execution, delivery and performance of this Agreement and the Notes by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance and reservation for issuance of the Conversion Shares) will not (i) conflict with or result in a violation of any provision of the Articles of Incorporation or By-laws, (ii) violate or conflict with, or result in a breach of any provision of, or constitute a default (or an event which with notice or lapse of time or both could become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture, patent, patent license or instrument to which the Company or any of its subsidiaries is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations and regulations of any self-regulatory organizations to which the Company or its securities are subject) applicable to the Company or any of its subsidiaries or by which any property or asset of the Company or any of its subsidiaries is bound or affected (except for such conflicts, defaults, terminations, amendments, accelerations, cancellations and violations as would not, individually or in the aggregate, have a Material Adverse Effect). All consents, authorizations, orders, filings and registrations which the Company is required to obtain pursuant to the preceding sentence have been obtained or effected on or prior to the date hereof. The Company is not in violation of the eligibility requirements of the OTC Markets Exchange (the "OTC Markets") and does not reasonably anticipate that the Common Stock will be ineligible for quotation on the OTC MARKETS in the foreseeable future, nor are the Company's securities "chilled" by DTC. The Company and its subsidiaries are unaware of any facts or circumstances which might give rise to any of the foregoing. For purposes of this Agreement, "Material Adverse Effect" means an event or combination of events, which individually or in the aggregate, would reasonably be expected to (a) adversely affect the legality, validity or enforceability of the Agreement or the Notes, or (b) have or result in a material adverse effect on the results of operations, assets, or financial condition of the Company, taken as a whole.

f. Absence of Litigation. Except as disclosed to the Buyer or in the Company's public filings, there is no action, suit, claim, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the Company or any of its subsidiaries, threatened against or affecting the Company or any of its subsidiaries, or their officers or directors in their capacity as such, that could have a Material Adverse Effect. Schedule 3(f) contains a complete list and summary description of any pending or, to the knowledge of the Company, threatened proceeding against or affecting the Company or any of its subsidiaries, without regard to whether it would have a Material Adverse Effect.

g. Acknowledgment Regarding Buyer's Purchase of Securities. The Company acknowledges and agrees that the Buyer is acting solely in the capacity of arm's length purchasers with respect to this Agreement and the transactions contemplated hereby. The Company further acknowledges that the Buyer is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to this Agreement and the transactions contemplated hereby and any statement made by the Buyer or any of its respective representatives or agents in connection with this Agreement and the transactions contemplated hereby is not advice or a recommendation and is merely incidental to the Buyer' purchase of the Securities.

h. No Integrated Offering. Neither the Company, nor any of its affiliates, nor any person acting on its or their behalf, has directly or indirectly made any offers or sales in any security or solicited any offers to buy any security under circumstances that would require registration under the 1933 Act of the issuance of the Securities to the Buyer.

i. Title to Property. The Company and its subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them which is material to the business of the Company and its subsidiaries, in each case free and clear of all liens, encumbrances and defects except such as are described in Schedule 3(i) or such as would not have a Material Adverse Effect. Any real property and facilities held under lease by the Company and its subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as would not have a Material Adverse Effect.

j. Bad Actor. No officer or director of the Company would be disqualified under Rule 506(d) of the Securities Act as amended on the basis of being a "bad actor" as that term is established in the September 19, 2013 Small Entity Compliance Guide published by the Securities and Exchange Commission.

k . Breach of Representations and Warranties by the Company . If the Company breaches any of the representations or warranties set forth in this Section 3 in any material respect, and in addition to any other remedies available to the Buyer pursuant to this Agreement, it will be considered an Event of Default under the Notes.

4. COVENANTS.

a. Expenses. The Company agrees that Buyer can deduct $8,000.00 (Eight Thousand Dollars) from the amounts to be paid to purchase the Note, to be applied to the legal expenses of Buyer.

b . Listing. The Company shall promptly secure the listing of the Conversion Shares upon each national securities exchange or automated quotation system, if any, upon which shares of Common Stock are then listed (subject to official notice of issuance) and, so long as the Buyer owns any of the Securities, shall maintain, so long as any other shares of Common Stock shall be so listed, such listing of all Conversion Shares from time to time issuable upon conversion of the Notes. The Company will obtain and, so long as the Buyer owns any of the Securities, maintain the listing and trading of its Common Stock on the OTC MARKETS or any equivalent replacement market, the Nasdaq stock market ("Nasdaq"), the New York Stock Exchange ("NYSE"), or the NYSE MKT ("NYSE MKT") and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Financial Industry Regulatory Authority ("FINRA") and such exchanges, as applicable. The Company shall promptly provide to the Buyer copies of any notices it receives from the OTC MARKETS and any other markets on which the Common Stock is then listed regarding the continued eligibility of the Common Stock for listing on such markets.

c . Corporate Existence. So long as the Buyer beneficially owns any Note, the Company shall maintain its corporate existence and shall not sell all or substantially all of the Company's assets, except in the event of a merger or consolidation or sale of all or substantially all of the Company's assets, where the surviving or successor entity in such transaction (i) assumes the Company's obligations hereunder and under the agreements and instruments entered into in connection herewith and (ii) is a publicly traded corporation whose Common Stock is listed for trading on the OTC MARKETS, Nasdaq, NYSE or NYSE MKT.

d. No Integration. The Company shall not make any offers or sales of any security (other than the Securities) under circumstances that would require registration of the Securities being offered or sold hereunder under the 1933 Act or cause the offering of the Securities to be integrated with any other offering of securities by the Company for the purpose of any stockholder approval provision applicable to the Company or its securities.

e. Breach of Covenants. If the Company breaches any of the covenants set forth in this Section 4, and in addition to any other remedies available to the Buyer pursuant to this Agreement, it will be considered an event of default under the Notes.

5. Governing Law; Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of New York or in the federal courts located in the state and county of New York. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. The Company and Buyer waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Agreement or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other Transaction Document by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

b. Counterparts; Signatures by Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. This Agreement, once executed by a party, may be delivered to the other party hereto by facsimile transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

c. Headings. The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement.

d . Severability. In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

e . Entire Agreement; Amendments . This Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor the Buyer makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be waived or amended other than by an instrument in writing signed by the majority in interest of the Buyer.

f. Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, (iv) via electronic mail or (v) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received) or delivery via electronic mail, or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Company, to:
Propanc Health Group Corporation
302, 6 Butler Street
Camberwell, VIC 3124
Australia
Attn: James Nathanielsz

If to the Buyer:
GS CAPITAL PARTNERS, LLC
110 Wall Street, Suite 5-070
New York, NY 10005
Attn: Gabe Sayegh

Each party shall provide notice to the other party of any change in address.

g. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Neither the Company nor the Buyer shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other. Notwithstanding the foregoing, the Buyer may assign its rights hereunder to any of its "affiliates," as that term is defined under the 1934 Act, without the consent of the Company.

h. Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

i. Survival. The representations and warranties of the Company and the agreements and covenants set forth in this Agreement shall survive the closing hereunder notwithstanding any due diligence investigation conducted by or on behalf of the Buyer. The Company agrees to indemnify and hold harmless the Buyer and all their officers, directors, employees and agents for loss or damage arising as a result of or related to any breach or alleged breach by the Company of any of its representations, warranties and covenants set forth in this Agreement or any of its covenants and obligations under this Agreement.

j. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

k. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

l. Remedies. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Buyer by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Company acknowledges that the remedy at law for a breach of its obligations under this Agreement will be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this Agreement, that the Buyer shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Agreement and to enforce specifically the terms and provisions hereof, without the necessity of showing economic loss and without any bond or other security being required.

IN WITNESS WHEREOF, the undersigned Buyer and the Company have caused this Agreement to be duly executed as of the date first above written.

PROPANC HEALTH GROUP CORPORATION

By: */s/ James Nathanielsz*
James Nathanielsz
CEO

GS CAPITAL PARTNERS, LLC

By: */s/ Gabe Sayegh*
Name: Gabe Sayegh
Title: Manager

AGGREGATE SUBSCRIPTION AMOUNT:

Aggregate Principal Amount of Note:	$	160,000.00
Aggregate Purchase Price:		

Note 1: $160,000.00, less $8,000.00 in legal fees

EXHIBIT A
144 NOTE - $160,000

Propanc Biopharma Inc.
OTCQB: PPCH
May 2017
www.propanc.com

Overview

Propanc Biopharma is a clinical stage biopharmaceutical company developing new cancer treatments for solid tumors. Propanc has developed a formulation of anti-cancer compounds designed to control or prevent tumors from recurring and spreading throughout the body by using proenzymes, which are inactive precursors of enzymes.

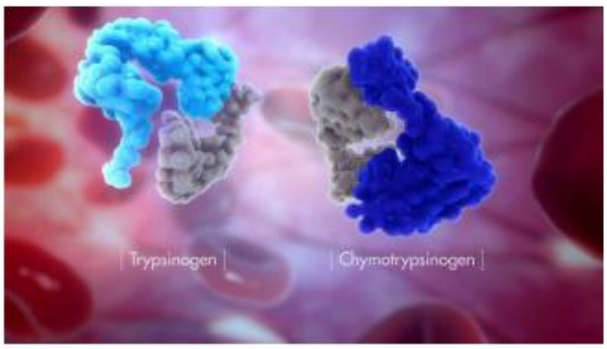
Propanc intends to target patients with limited therapeutic options for treatment of solid tumors, initially colorectal, ovarian or pancreatic tumors. Propanc is also developing its lead product, PRP, to treat early stage cancer and pre-cancerous diseases and as a preventative measure for patients at risk of developing cancer, based on genetic screening.

Stock Data

Price (5-04-16)	**$1.72**
Market Cap	**$6.29M**
Avg. Daily Volume	**18,634**
Float	**3.06M**
Outstanding Shares	**3.66M**
52 week High and Low	**$8.00 / $1.00**

PRP is designed to eradicate Cancer Stem Cells

- Mixture of two proenzymes, trypsinogen & chymotrypsinogen from bovine pancreas.
- PRP induces cell differentiation, converting cancerous cells into normal cells.
- PRP is a patented approach that:
  - Suppresses tumor metastasis and relapse.
  - Complements conventional anti-cancer therapies.
  - Is safe at specified dosages with minimal toxicity.
  - Is not cytotoxic (toxic to living cells)
- A synergistic ratio of 1:6 inhibits growth of most tumor cells.
- Examples include ovarian and colorectal cancers.
- Has also shown efficacy in kidney, breast, brain, prostate, lung, liver, uterine and skin cancers.



Investment Highlights

Targeted Therapy for Metastatic Cancer:	**Expansive Market Demand:**
Global demand for effective, safe and easy to administer cancer treatments increasing rapidly.	The Company seeks worldwide regulatory approval for PRP in several indications where few treatment options exist.
Multiple Mechanisms of Action	**Encouraging Patient Data**
PRP exerts multiple effects, inhibiting tumor growth and blood supply and stopping it spreading.	15 years of scientific research and clinical experience suggest PRP may be an effective tool against metastatic cancer.
Unique Intellectual Property	**Strategic Partnerships**
The Company is building an IP portfolio around its scientific understanding of the effects of pro-enzymes in cancer, new formulations, new routes of administration and potential new targets.	Promising alliances and partnerships to in-license or acquire additional pipeline opportunities

Propanc Biopharma, Inc.

Propanc Biopharma Inc.
OTCQB: PPCH
May 2017
www.propanc.com

Compassionate Use Data

- 46 terminal patients (UK & AUS) administered two proenzymes plus amylase via suppository.
- Independent review concluded 16 patients significantly exceeded life expectancy.
- Response rate comparable to cytotoxic or immunologic approaches at Phase I.
- No severe or even serious adverse effects.
- Most showed improved quality of life/ relief of symptoms.
- Increased dose may result in better therapeutic efficacy.

Propanc Innovation & Intellectual Property

- Six patent applications covering several important discoveries regarding proenzymes and their anti-cancer effects:
  - Pharmaceutical composition for treating cancer
  - Proenzyme compositions
  - Cancer treatment (eradicating CSCs)
  - Composition of proenzymes for cancer treatment
- Lead patent approved in several countries including the US & under examination in the EU.

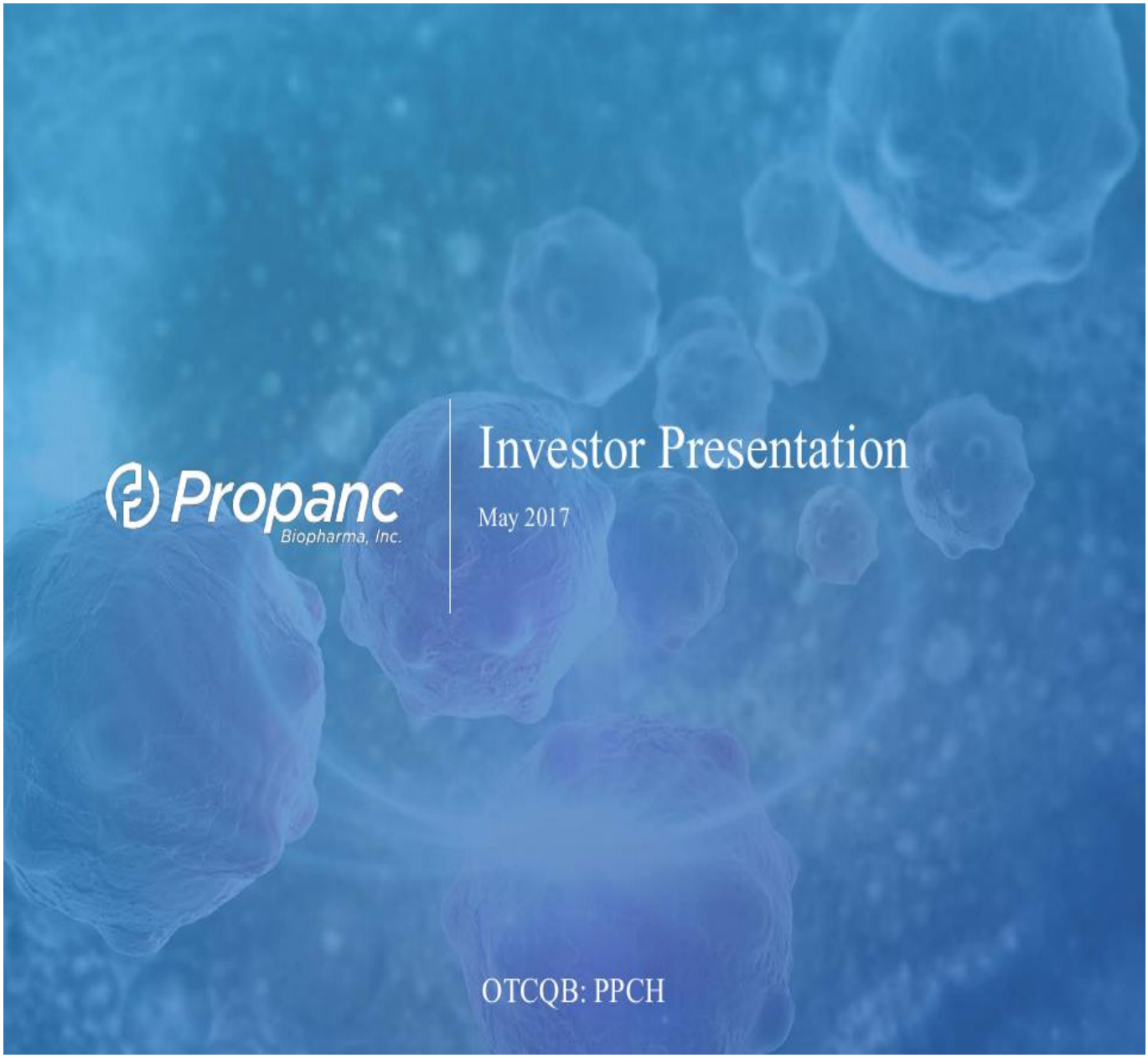
PRP Development Timeline	2016		2017				2018			
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Non-Clinical Development										
Finished Product Manufacturing										
Obtain Regulatory Approval for F.I.M.										
Phase IIa Patient Trials										

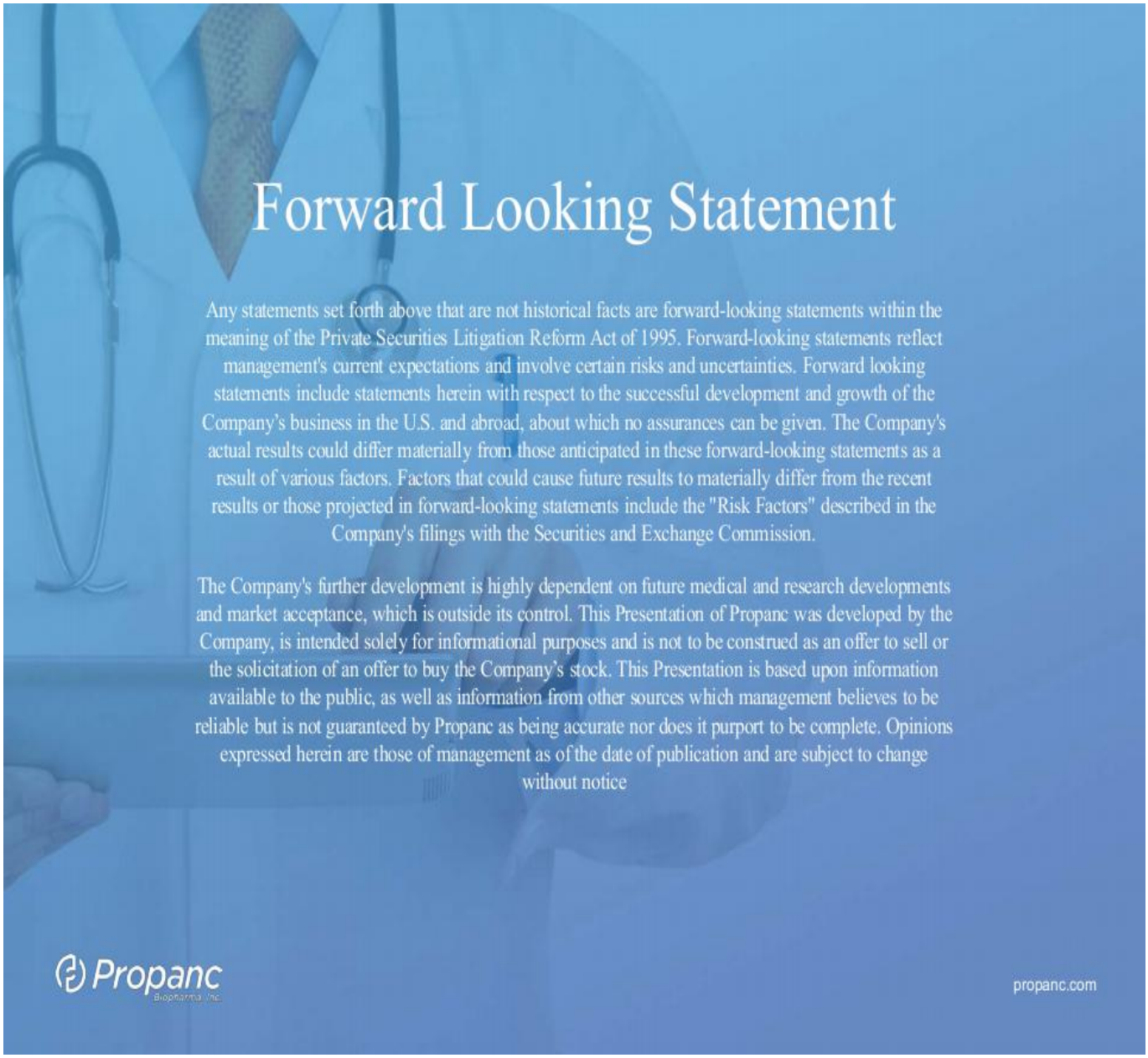
Mr James Nathanielsz Chief Executive Officer	**Dr Julian Kenyon** Chief Scientific Officer	**Prof Klaus Kutz** Chief Medical Officer
• Director and Chief Executive Officer since October 2007 • 20 years of experience in R&D, Manufacturing and Distribution including 10 years in Oncology including the development of chemotherapeutics • Bachelor of Applied Science, (Biochemistry/ Applied Chemistry) and Master of Entrepreneurship & Innovation, Swinburne University of Technology, Melbourne, Australia	• Founded the company and appointed Director on February 12, 2008 • Medical Director of the Dove Clinic for Integrated Medicine, UK since 2000 • Bachelor of Medicine and Surgery and Doctor of Medicine, University of Liverpool • Primary Fellow of the Royal College of Surgeons, Edinburgh for over 40 years	• 15 years of experience as independent consultant in Clinical Pharmacology and Safety in oncology for pharmaceutical companies and clinical research organizations • 12 years of experience Head of Pharmacology in 2 multinational pharma companies • Specialist for Internal Medicine, Gastroenterology, and Clinical Pharmacology • Professor of Medicine, University of Bonn, Germany

Investor Contact
Stanley Wunderlich
Consulting for Strategic Growth 1
516-729-3714
swunderlich@cfsg1.com

Media Contact
Consulting for Strategic Growth 1
800-625-2236
info@cfsg1.com

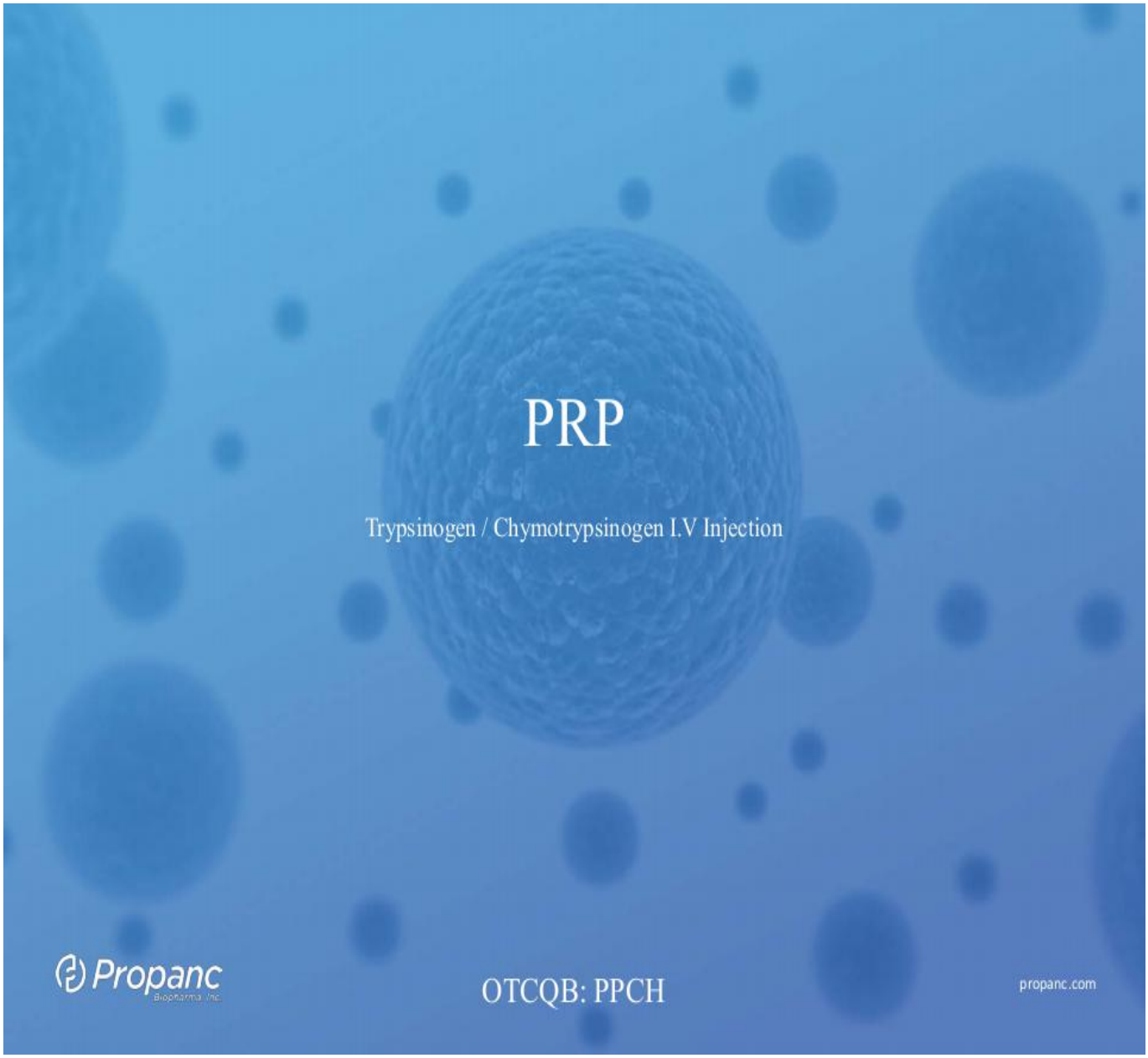
Company Contact
James Nathanielsz
Chief Executive Officer
302/6 Butler Street, Camberwell
Victoria, 3124, Australia


Propanc
Biopharma, Inc.
Investor Presentation
May 2017
OTCQB: PPCH


Forward Looking Statement
Any statements set forth above that are not historical facts are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements reflect management's current expectations and involve certain risks and uncertainties. Forward looking statements include statements herein with respect to the successful development and growth of the Company's business in the U.S. and abroad, about which no assurances can be given. The Company's actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors. Factors that could cause future results to materially differ from the recent results or those projected in forward-looking statements include the "Risk Factors" described in the Company's filings with the Securities and Exchange Commission.
The Company's further development is highly dependent on future medical and research developments and market acceptance, which is outside its control. This Presentation of Propanc was developed by the Company, is intended solely for informational purposes and is not to be construed as an offer to sell or the solicitation of an offer to buy the Company's stock. This Presentation is based upon information available to the public, as well as information from other sources which management believes to be reliable but is not guaranteed by Propanc as being accurate nor does it purport to be complete. Opinions expressed herein are those of management as of the date of publication and are subject to change without notice
Propanc
Biopharma, Inc.
propanc.com

About Propanc

- Propanc is a clinical stage biopharmaceutical company focused on developing new cancer treatments for patients suffering from solid tumors such as pancreatic, ovarian and colorectal cancers.
- The Company has developed a formulation of anti-cancer compounds which exert a number of effects designed to control or prevent tumors from recurring and spreading throughout the body.
- Propanc's products involve or employ proenzymes, which are inactive precursors of enzymes.


PRP
Trypsinogen / Chymotrypsinogen I.V Injection
Propanc
Biopharma, Inc
OTCQB: PPCH
propanc.com

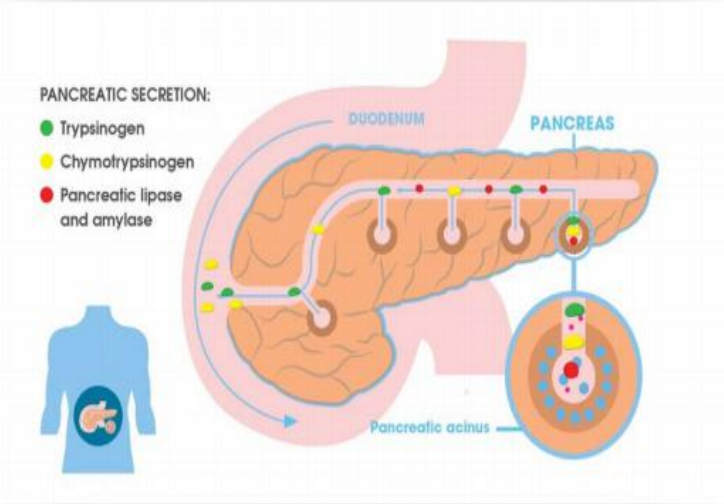
Are there natural elements in our body that help fight cancer?

Yes: enzymes stimulate biological reactions in the body. Especially enzymes secreted by the pancreas, essential for digestion of proteins and fats.

Pancreatic Enzyme Therapy: A story with promising implications

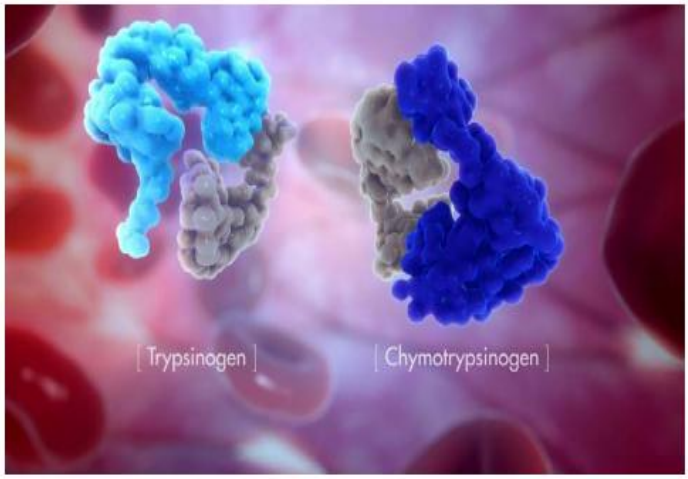
Over 100 years ago, Professor John Beard proposed that pancreatic enzymes represents the body's primary defence against cancer.

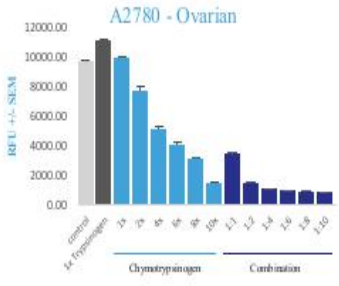
Since then, scientific experts have endorsed Beard´s hypothesis with encouraging data from patient treatment.

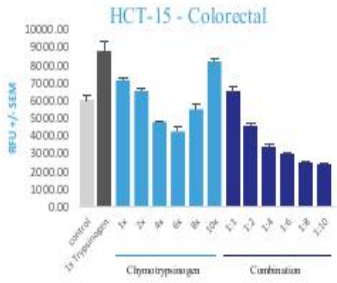


What is PRP?

- Mixture of two proenzymes, trypsinogen (T) & chymotrypsinogen (C) from bovine pancreas.
- A synergistic ratio of 1:6 inhibits growth of most tumor cells.
- Examples include ovarian and colorectal cancers.
- Have also shown efficacy in kidney, breast, brain, prostate, lung, liver, uterine and skin cancers.

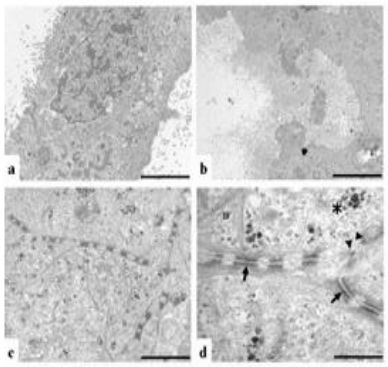




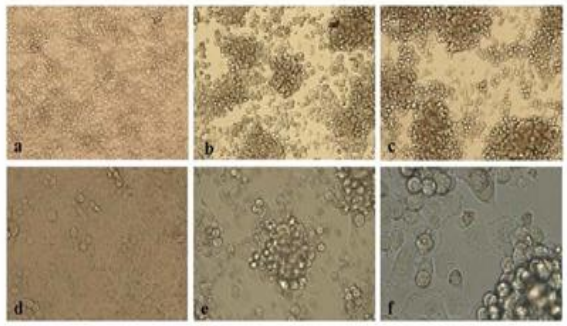


Induces Cell Differentiation

- PRP induces cell differentiation, converting cancerous cells into normal cells.
- Evidence showing colorectal & pancreatic cancer cells exhibit normal cell behaviour, post treatment.
- Enforces the return of tumor cells to normal pathways of a differentiated cell.



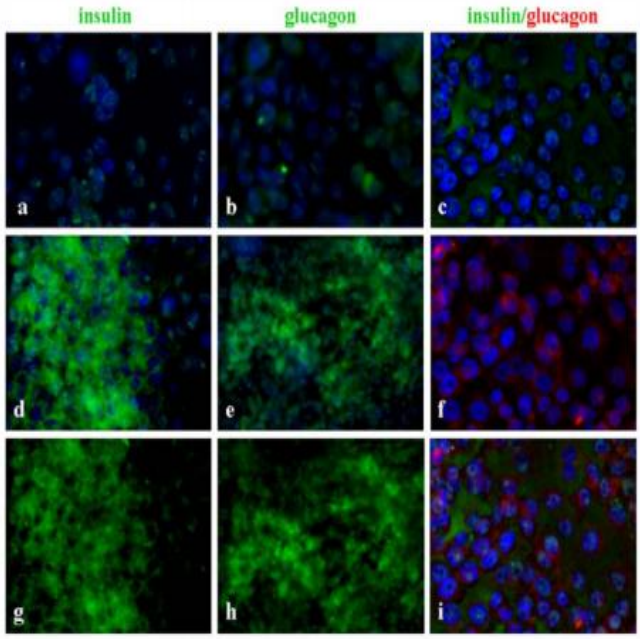
Caco2 cells untreated (a) and treat (b-d). In (b) numerous microvilli can be seen. Panels (c) and (d) show tight junction (arrow heads), desmosomes (arrows) and increment in glycogen deposits (asterisk)



Proenzyme treatment induces aggregation of Panc1 cells. (a and d) are evenly distributed in a monolayer culture, whereas treated cells (b, c, e and f) cluster and form aggregates)

Cells Re-differentiated

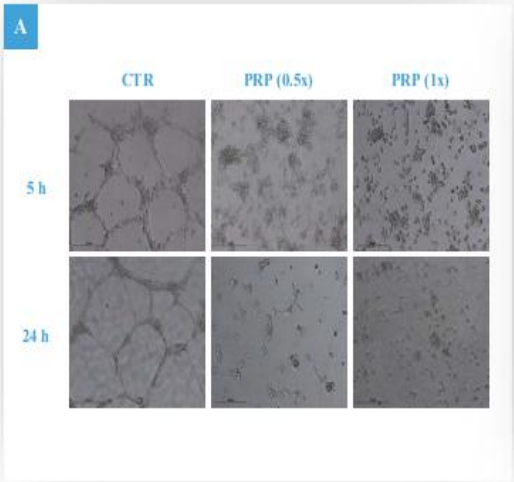
- How do we know pancreatic cancer cells are differentiated?
- PRP increases in number of insulin & glucagon secreting cells significantly , an important function of normal pancreas cells.
- Results show pancreatic cancer cells are differentiated post treatment.

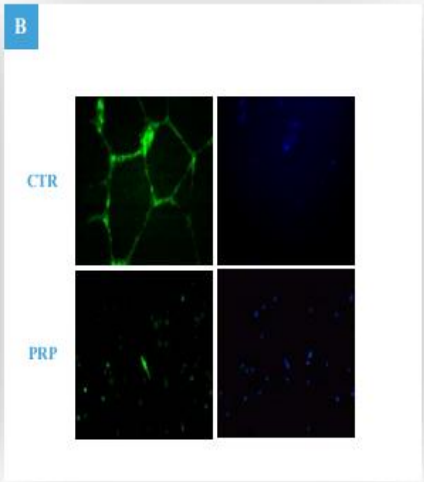


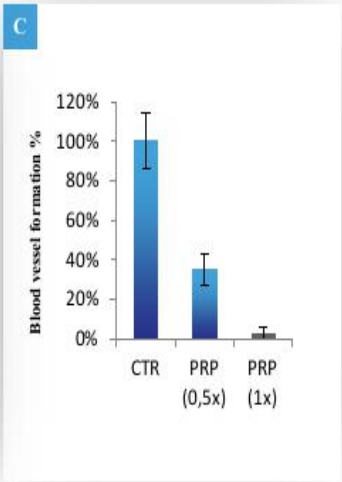
Immunofluorescent detection of insulin, glucagon and insulin/glucagon in untreated (a and b) and (pro)enzyme treated (c–i) Panc1 cells. Panels (g) and (h) are the same as (d) and (e), respectively, showing only the green channel to clearly identify the insulin and glucagon distributions. In (c, f and i) co immunostaining of insulin and glucagon is shown. The merged image (i) shows that both markers do not co-localize. Representative pictures from three independent experiments are shown. Original magnification 40× for all the panels

Inhibits Angiogenesis, *In Vitro*

- HUVEC cells grown in presence of PRP at 2 different concentrations.
- Significantly inhibits blood vessel formation (A+C).
- Cells remain viable, post treatment (B).

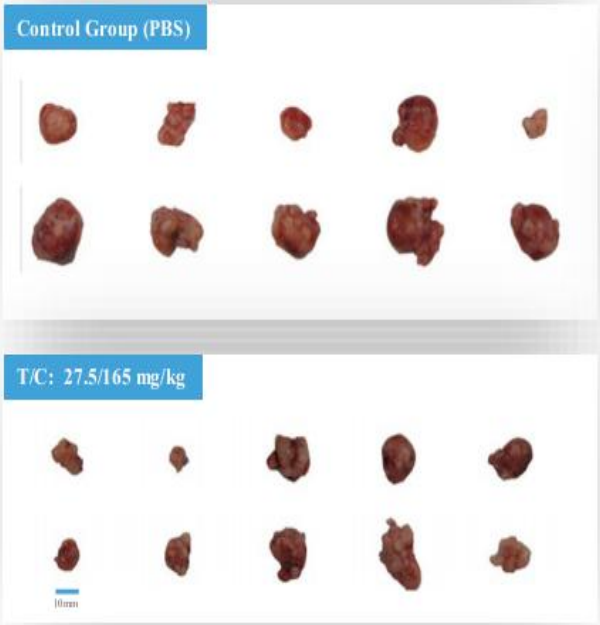


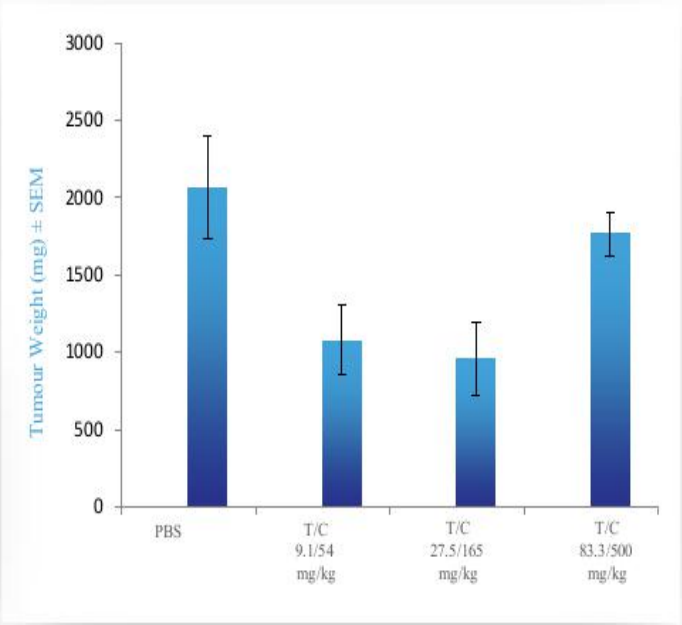




In Vivo Efficacy, Human Ovarian Cancer Cells in Nude-*Foxn1*^{nu} Mice, Day 21

Orthotropic Ovarian Tumours A2780, N = 12

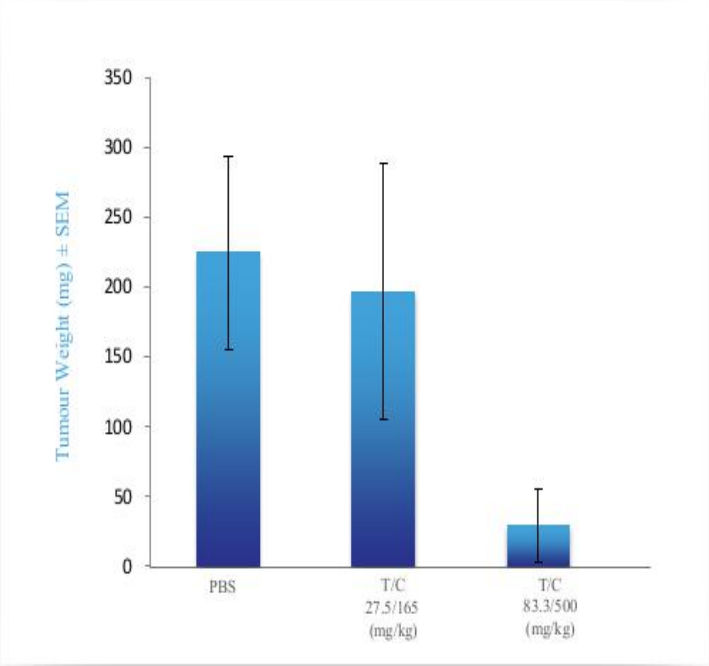




- There was significant ($p \leq 0.05$) reduction in mean tumour weight in animals treated with mid- and low-dose T/C (47.9% & 53.6%, respectively) compared with Vehicle Control.

In Vivo Efficacy, Mouse Pancreatic Tumor Cells in C57BL/6 Mice, Day 26

Orthotropic Pancreatic Tumours Pan 02, N = 10



- There was significant ($p \leq 0.05$) reduction in mean tumour weight in animals treated with high-dose (85.9%) compared with Vehicle Control.

Initial Safety Profile Evaluated

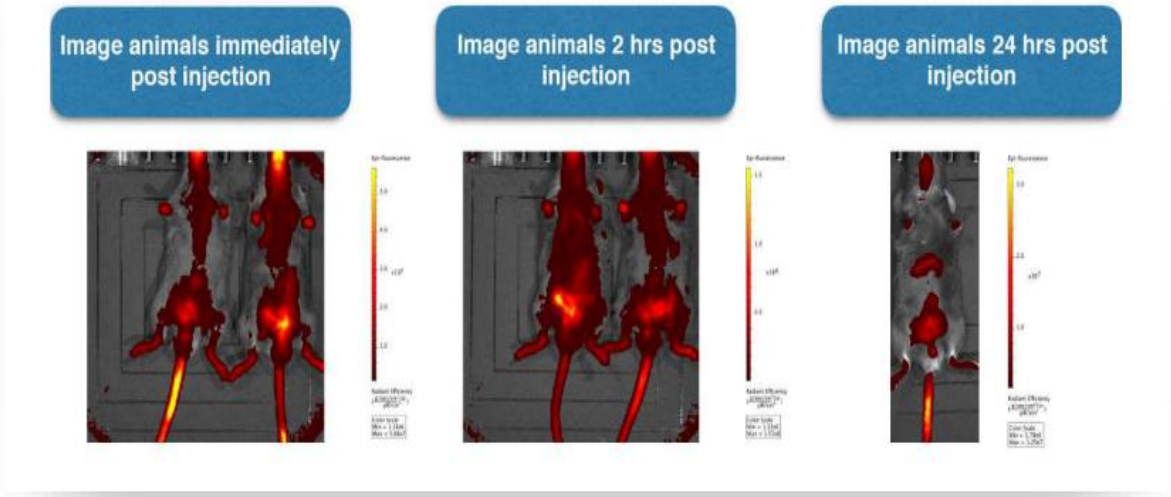
- 14 day, *in vivo* toxicity of Trypsinogen and Chymotrypsinogen A, 1:6 ratio, daily repeated intravenous tail vein injection in rats, evaluated.
- All dose levels well tolerated.
- Not associated with any morbidity or clinical signs of toxicity.
- Significant increases observed in high-dose combination (Group 10) in:
  - Creatinine;
  - Blood urea nitrogen levels;
  - Organ and kidney weights.
- Dose-dependent renal tubular toxicity observed with histopathology findings.
- NOAEL for combination of C and T was 8.4/50.1 mg/kg/day.

Group	Test Article	Treatment
1	PBS	5 mL/kg, i.v.
2	Trypsinogen	8.4 mg/kg in 5 mL/kg, i.v.
3	Chymotrypsinogen A	50.1 mg/kg in 5 mL/kg, i.v.
4	Trypsinogen/Chymotrypsinogen A	8.4/50.1 mg/kg in 5 mL/kg, as a single i.v. injection
5	Trypsinogen	26.4 mg/kg in 5 mL/kg, i.v.
6	Chymotrypsinogen A	158.2 mg/kg in 5 mL/kg, i.v.
7	Trypsinogen/Chymotrypsinogen A	26.4/158.2 mg/kg in 5 mL/kg as a single i.v. injection
8	Trypsinogen	83.3 mg/kg in 5 mL/kg, i.v.
9	Chymotrypsinogen A	500 mg/kg in 5 mL/kg, i.v.
10	Trypsinogen/Chymotrypsinogen A	83.3/500 mg/kg in 5 mL/kg as a single i.v. injection

* A total of 13 doses were administered to each group between Study Days 0 and 13; one dose was not administered to each group due to severe weather conditions that prevented staff travel (Initiation of dosing for each group was staggered over 10 days to allow adequate time for termination requirements on each termination day.

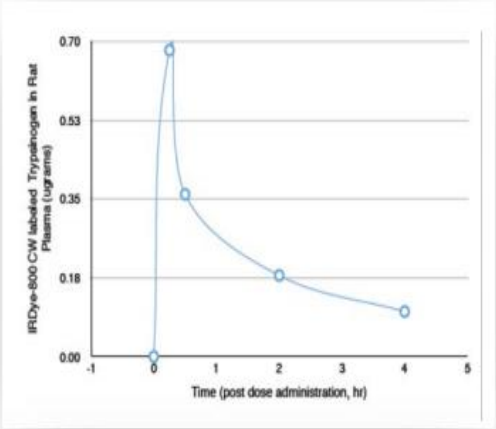
IR Dye Labelled Detection Method

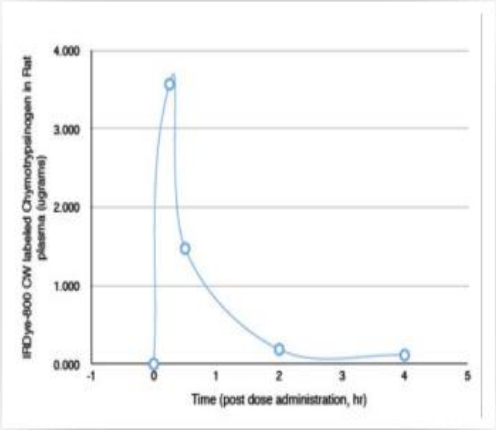
- Proenzymes labelled with IR-dye 800CW (NHS ester) infrared dye forming stable conjugate.
- Method developed to analyse movement and distribution of trypsinogen and chymotrypsinogen in blood plasma.



PK Profile Investigated

- Movement of proenzymes in the blood.
- T & C share similar profiles.
- Peak conc. btw 5 min and 1hr and T½ life 1.5hrs approx.



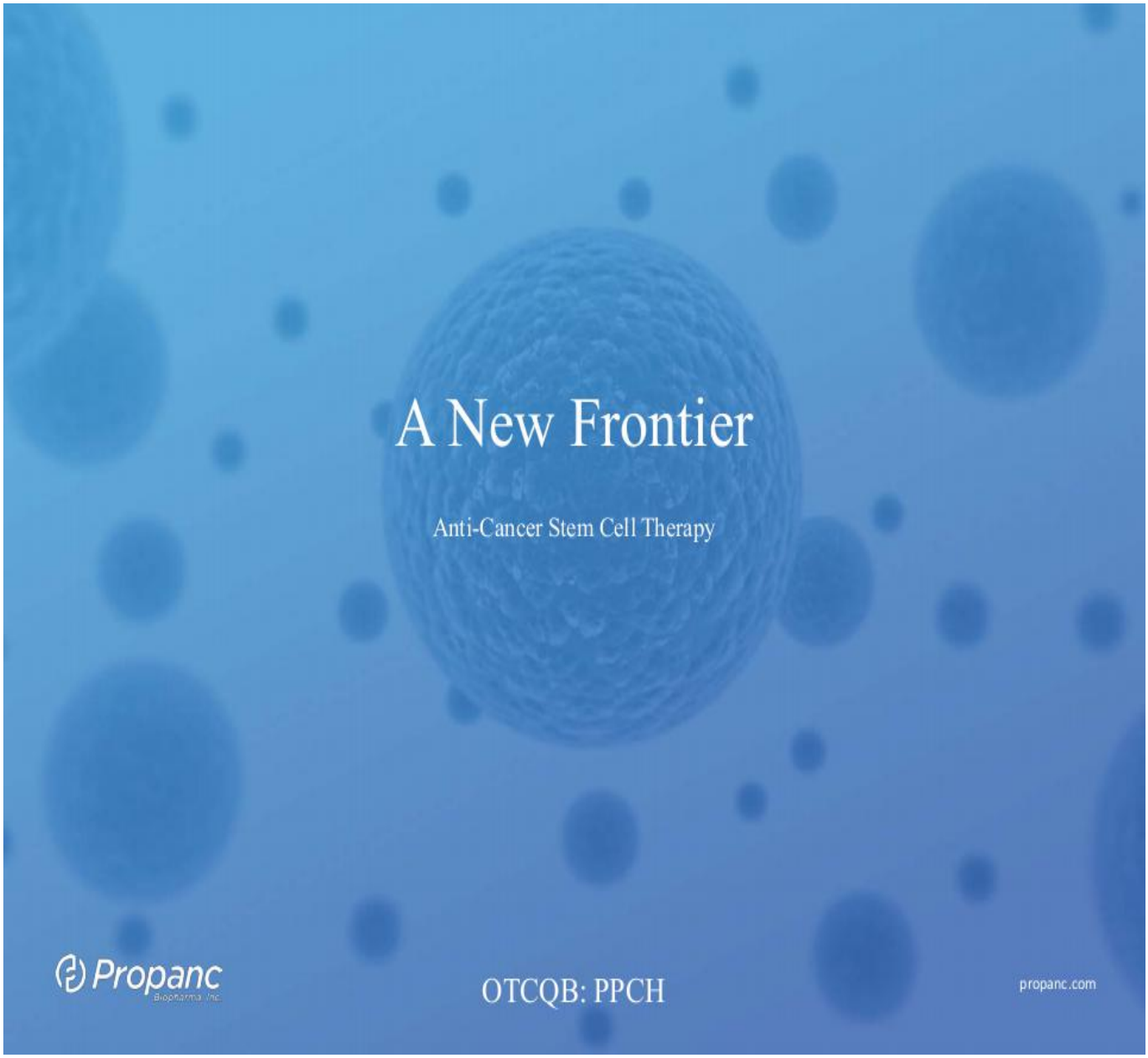


Compassionate Use Data – 46 Patients

- 46 terminal patients (UK & AUS) administered two proenzymes plus amylase via suppository.
- 16 patients significantly exceeded life expectancy.
- Response rate comparable to cytotoxic or immunologic approaches, Phase I.
- No severe or even serious adverse effects.
- Most showed improved quality of life/ relief of symptoms.
- Increase in exposure may result in better therapeutic efficacy.

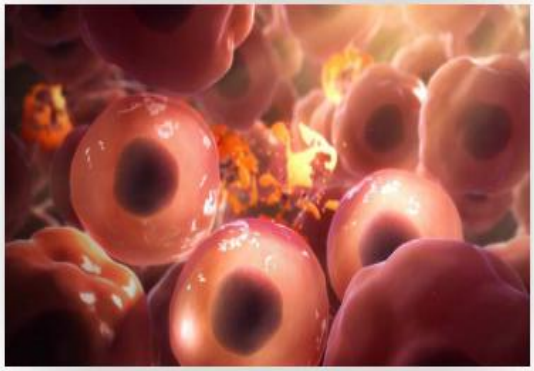
Patient Condition	Life Expectancy[1]	Survival[1]
Pancreas Carcinoma	**2**	**8**
Bladder, Ovarian	**4**	**11**
Stomach Cancer	2	8
Non-Hodgkin Lymphoma	2	9
Ovarian Cancer	**6**	**12[2]**
Mesothelioma	3	9
Ovarian Cancer	**6**	**11**
Prostate Cancer	1	5
Breast Cancer	6	9[3]
Neuro-endocrine Tumor	10	17[4] (24[5])
Colorectal Cancer	**6**	**17[4] (40[5])**
NSCLC	3	5
Ovarian Cancer	**12**	**17[4] (38)**
Gastric Cancer	3	7
Prostate Cancer	12	14[4]
Prostate Cancer	12	12[4]
Pancreas Carcinoma	**3**	**7[4]**

1. In mos., 2. Treatment stopped after 12 mos., 3. Treatment stopped after 9 mos., 4. Patient still alive at time of reporting, 5. Patient later underwent chemotherapy

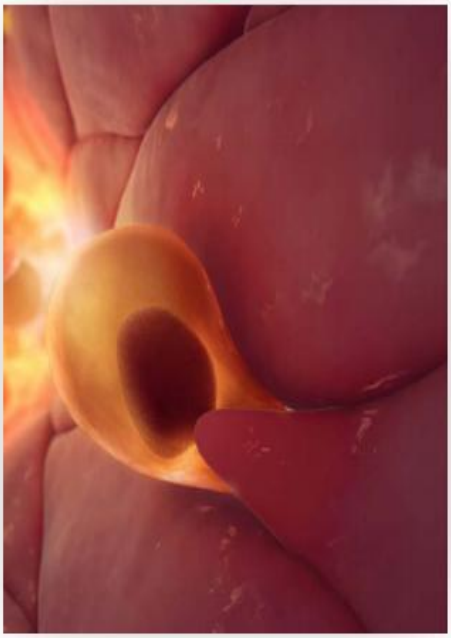

A New Frontier
Anti-Cancer Stem Cell Therapy
Propanc
Biopharma, Inc.
OTCQB: PPCH
propanc.com

Cancer Stem Cells – Frontier

- Conventional therapies kill replicating cancer cells, but deep inside tumors are cells that develop resistance, called cancer stem cells (CSCs).
- They are not killed by standard treatment & can remain dormant.
- They migrate to other organs & cause spreading of the tumor.
- **To achieve total victory, we need to eradicate cancer stem cells (CSCs).**



Key Points for CSCs

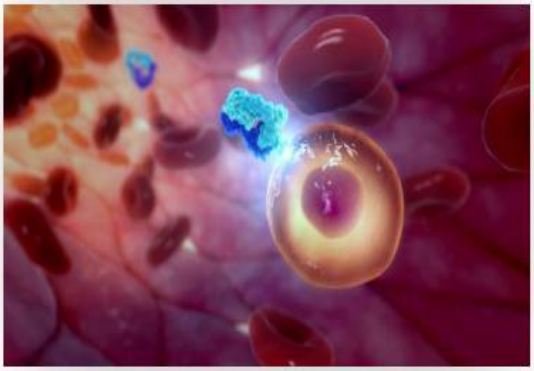


- They do not replicate
- They are not killed by conventional therapies
- Tumor suppressor genes, like guardians, in a normal cell detect mutations and prevent malignancies, but are silenced in CSCs
- The EMT program is switched on, promoting metastasis, which is **the main cause of patient death from cancer**.

Epithelial Mesenchymal Transition (EMT)

- EMT is a normal biological event during embryogenesis & organ development.
- Associated with wound healing & tissue repair.
- When turned on in CSCs, cancer cells lose contact with neighbouring cells and may potentially invade and metastasize, life threatening.
- When activated, the EMT program expresses specific genes whilst others are suppressed.

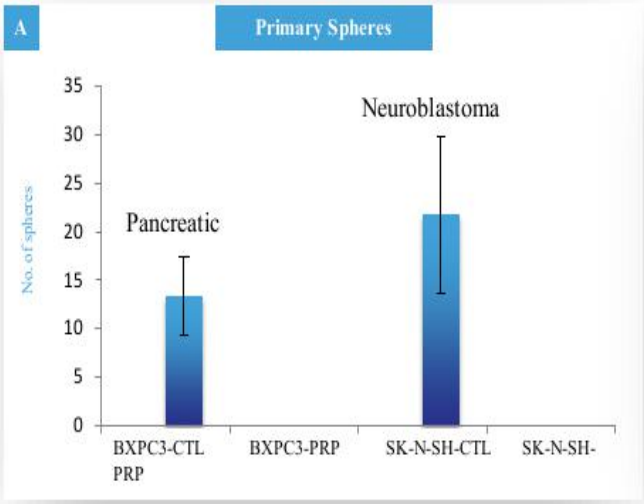
PRP Suppresses Cancer Stem Cells

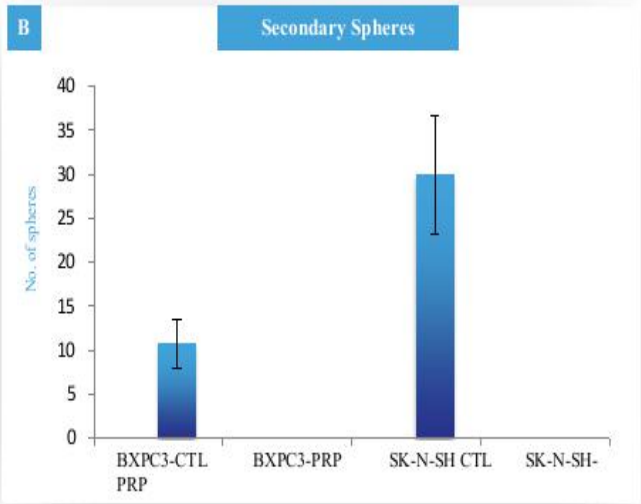


- PRP is a patented approach that:
  - Inhibits tumor metastasis and relapse.
  - Complements conventional anti-cancer therapies.
  - Is safe at specified dosages with minimal toxicity
  - Is not cytotoxic

CSC Sphere Formation Blocked

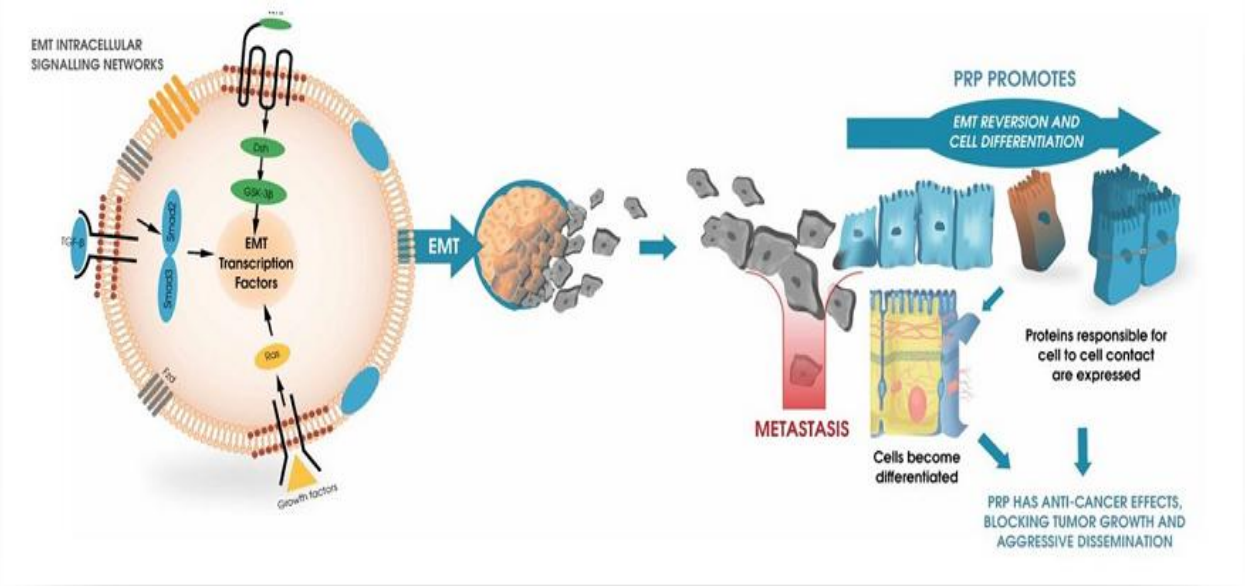
- An important feature of CSC's is to from spheres when seeding new tumors.
- PRP destroys primary spheres and suppresses ability of CSCs to form secondary spheres.





BXPC3 = Pancreatic, SK-N-SH = Neuroblastoma

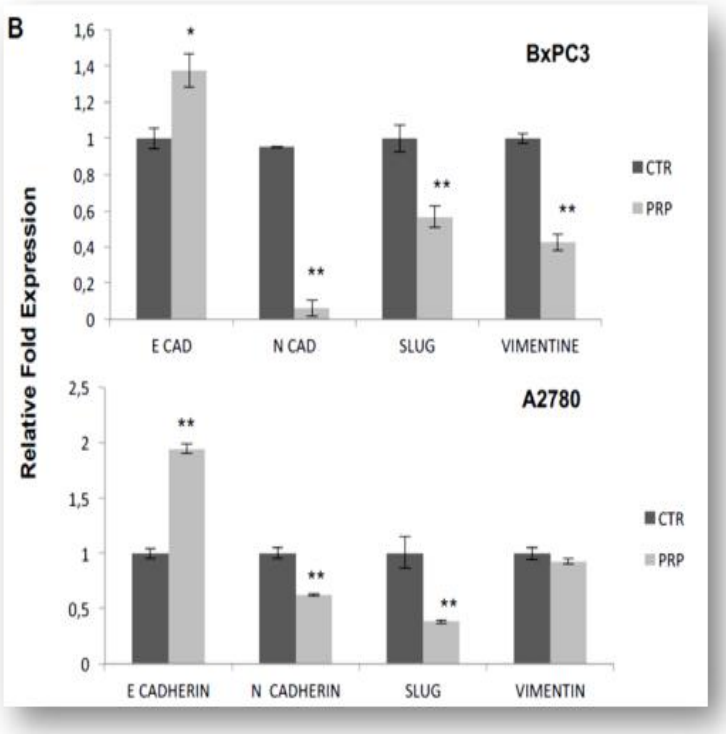
PRP Regulates the EMT



- Exerts a potent anti-EMT effect in CSCs

Key Signalling Pathways Altered

- Reprograms CSC gene expression to reduce malignancy and invasiveness, so they die naturally.
- Promotes expression of E-cadherin and decreases expression of N-cadherin & vimentin mesenchymal markers.
- Strongly inhibits Slug, a transcription factor associated with tumor metastasis and angiogenesis.



A New Anti-CSC Therapy

- We have demonstrated (*in vitro*) that PRP dramatically reverses the EMT.
- By reversing the EMT, PRP:
  - Stops tumor progression;
  - Represses the CSC population.
- Potent indicators that PRP is an anti-CSC therapy.

Potential Over Competing Therapies

- Does not have adverse effects – safe for us.
- Does not target replicating cells, so will not affect healthy cells and will suppress undesirable effects from cancer.
- But, why not? Because PRP regulates expression of genes that triggers dominant pathways which are turned on in CSCs, but not turned on in healthy cells.
- PRP forces CSCs become benign!


Corporate Strategy
Future Landscape
Propanc
Biopharma, Inc.
OTCQB: PPCH
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International R&D Partnerships

UNIVERSITY OF BATH	Joint IP ownership and Commercialization Agreement.
Universidad de Jaén Universidad de Granada FIBAO FUNDACIÓN PÚBLICA ANDALUZA PARA LA INVESTIGACIÓN BIOSANITARIA DE ANDALUCÍA ORIENTAL	Joint research collaboration: - Drug discovery oncology program - New compound screening - Translational research - Clinical development
VIVOPHARM	*In vivo* efficacy, safety toxicokinetic studies & bioanalytical assays

Propanc Innovation & Intellectual Property

- Six patent applications covering several important discoveries regarding proenzymes and their anti-cancer effects.

Title	Country	Case Status	Date Filed
A pharmaceutical composition for treating cancer comprising trypsinogen and/or chymotrypsinogen and an active agent selected from a selenium compound, a vanilloid compound and a cytoplasmic reduction agent.	Australia, Japan, Indonesia, Israel, New Zealand, Singapore and South Africa USA Brazil, Canada, China, Europe, Malaysia, Mexico, Republic of Korea, USA	Granted Allowed Under Examination	Oct-22-2010
Proenzyme composition	PCT	Application filed and pending	Nov-11-2016
Compositions and their use for manufacturing a medicament for treating cancer	Spain	Application filed and pending	Dec-22-2016
Compositions and their use for manufacturing a medicament for treating cancer	Spain	Under examination	Jan-29-2016
Cancer Treatment	PCT	Application filed and pending	Jan-27-2017
Composition of proenzymes for cancer treatment	USA	Application filed and pending	Apr-12-2016

PRP Entering Pre-Commercialization Development Phase

- Successful scientific advice meeting with MHRA (UK), Apr, 2016.
- Current activities:
    1. 28 day safety toxicokinetic study completed
    2. GLP-compliant 28 day repeated dose toxicity study completed
    3. Development of bioanalytical animal and human assays underway
    4. Investigational Medicinal Product (IMP) manufacture ongoing
    5. Phase IIa study in advanced cancer patients, solid tumors, early 2018
    6. Initiation of partnering discussions anticipated during Phase IIa

Development Timelines

12 Month Financial Plan

- Complete IMP Manufacture and submit CTA for PRP.
- Initiate drug discovery program for POP1.

Activity	Cost US$$M
General & Administrative:	1.50
Balance Sheet Restructure	2.00
Clinical Development (PRP):	
Bioanalyticals	0.25
IMP Manufacture	1.50
Regulatory (IMPD, CTA)	0.50
Drug Discovery (POP1):	
Molecular target I.D/ Drug candidate screening	0.25
Total:	**$6.0M**

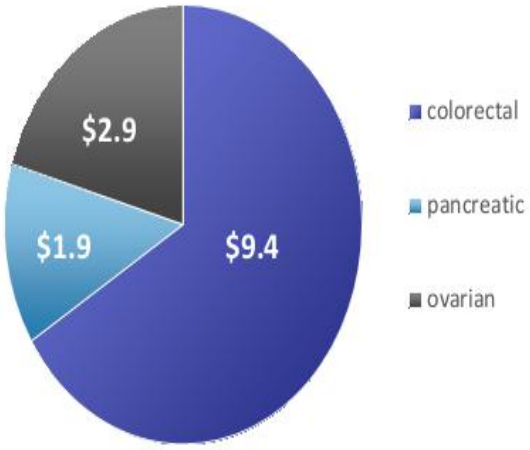
PRP Manufacture for Human Use - Update

- IMP will consist of 2 proenzymes from natural sources, purified and polished.
- Current status of activities:
  - Isolation process for both proenzymes established and scaled up.
  - Proenzymes extracted, precipitated and lyophilized, serving as starting material for the GMP manufacturing process.
  - Starting material characterized for identity and impurities.
  - Analytical methods for controlling quality of starting material nearly fully established.
  - After purification process is established and scaled up, process transferred to GMP suite where the IMP will be produced.

Significant Market Opportunity

- **80% of ALL cancers are solid tumors:**
  - Initially target pancreatic, ovarian & colorectal tumors.
  - 780,702 global deaths, combined, in 2012 (WHO).
  - $14B combined market segment by 2020 (GBI Research)
  - With a high mortality rate, substantial need for new, clinically proven treatments exists.
  - Seek orphan drug designation protection for niche indications.

Future Combined Markets in 2020, GBI Research ($$Billions)



Global Market to reach $150B in 2020 "IMS Health"

Partnering/ Licensing Opportunity

- Propanc is seeking a licensing or strategic partner
- Worldwide Rights are available
- The partner should have the following characteristics:
  - Ability to complete the required clinical trials for approval, in all indications
  - Expertise with regulatory approval processes
  - Ability to commercialize the product globally
  - Interest in indications where PRP has shown efficacy, led by pancreatic, ovarian, and colorectal cancers.

Drug Development & Clinical Expertise

Mr James Nathanielsz
Chief Executive Officer

- Director & C.E.O, Oct '07.
- 20 yrs. experience in R&D, Manufacturing & Distribution, including 10 yrs. in oncology
- Bachelor of Applied Science (Biochemistry/ Applied Chemistry) & Master of Entrepreneurship & Innovation, Swinburne University, Melbourne, Australia.

Dr Julian Kenyon
Chief Scientific Officer

- Co-Founder & Director, Feb '08.
- Medical Director of the Dove Clinic for Integrated Medicine, UK, since 2000.
- Bachelor of Medicine & Surgery & Doctor of Medicine , University of Liverpool.
- Primary Fellow of the Royal College of Surgeons, Edinburgh for over 40 years.

Prof. Klaus Kutz
Chief Medical Officer

- 15 yrs. experience as consultant in Clinical Pharmacology & Safety in oncology.
- 12 yrs. experience Head of Clinical Pharmacology in 2 multinational pharma companies.
- Specialist for Internal Medicine, Gastroenterology & Clinical Pharmacology.
- Professor of Medicine, University of Bonn, Germany.

Medical and Scientific Advisory Board

Professor John Smyth

Univ. of Edinburgh

Professor Emeritus Medical Oncology & Honorary Assistant Principal Cancer Research Development, Univ. of Edinburgh.

Chair, Expert Advisory Group for Oncology & Hematology for the Commission of Medicines. Serves on the Expert Advisory Group to the EU Drug Licensing Board.

Dr Joseph Chalil

Boehringer Ingelheim

Associate Director, Fellow of American College of Healthcare Executives, Expert in US Healthcare Policy, Chairman of Global Clinical Research and Trial Network of American Association of Physicians of Indian Origin (AAPI).

Dr Ralf Brandt

vivoPharm/ RDDT

CEO and Co-Founder of vivoPharm. Formerly led the Tumor Biology program at Novartis Pharma AG. More than 15 years of experience in leading research programs in experimental oncology.

Dr Macarena Perán

Univ. of Jaén

Reader in Anatomy, collaborating with the Institute for Regenerative Medicine and Pathobiology (IBIMER).

Dr Juan Marchal Corrales

Univ. of Granada

Professor of Anatomy and Embryology at the Faculty of Medicine, member of the standing committee of the Scientific council and coordinator of Area Research in the Biosanitary Institute of Granada (IBS.Granada), Board member of IBIMER.

Dr Maria Garcia

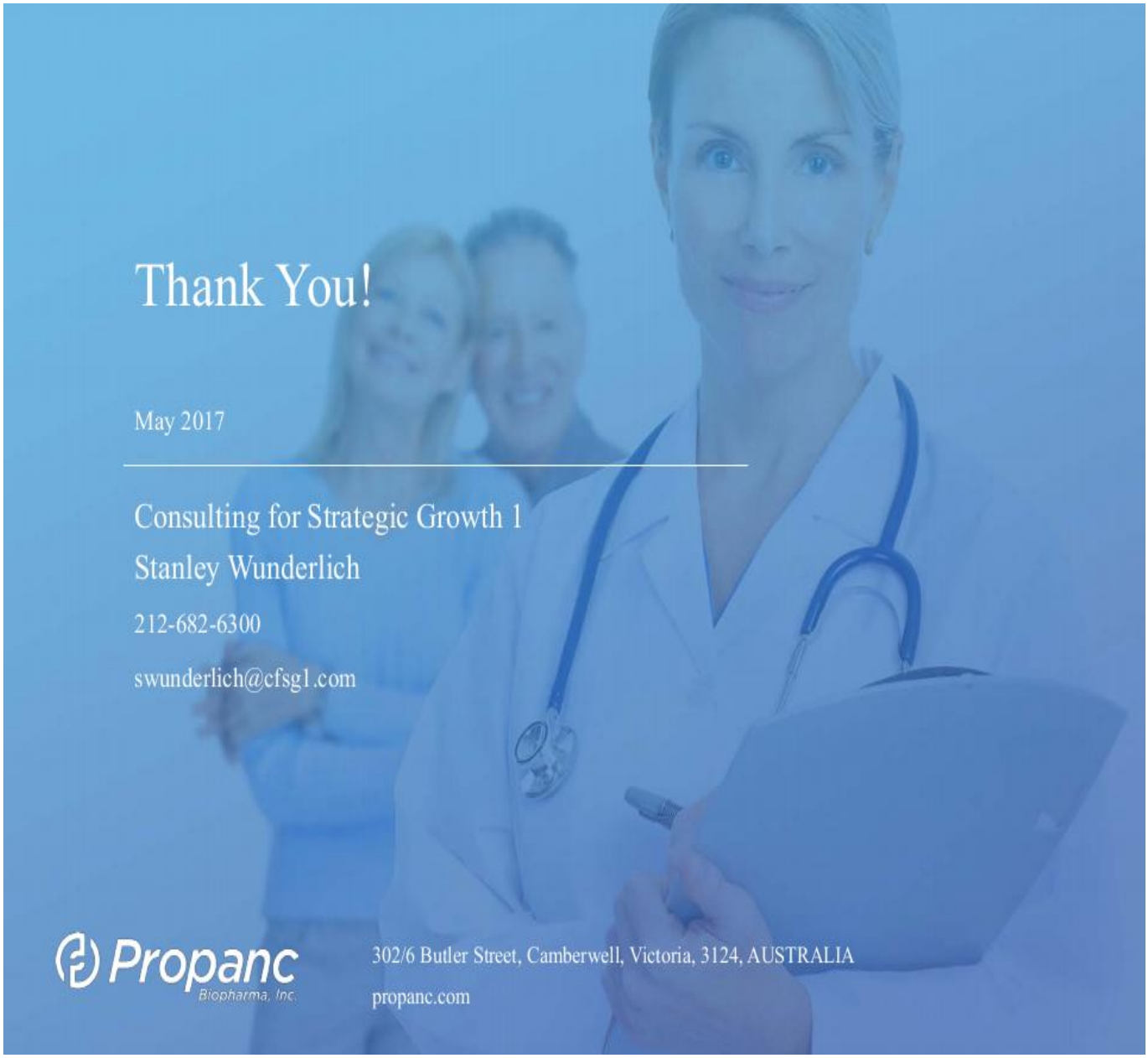
University Hospital

Leads the competitive research contract from the National Health System to lead translational cancer research in the University Hospital Complex of Granada.

Increasing Shareholder Base with Upside Potential

Ticker:	OTCQB:PPCH
Status:	Fully Reporting
Shares (O/S):	3.66M
Price*:	$1.72
Mkt Cap*:	$6.29M
Ave Daily Vol. (3m):	18,634
52 Week Range:	$8.00 – 1.00
Clinical Comparisons:	OMED = $148.24M, STML = $216.72M, VSTM = $78.61M

**As of May 4, 2017*


Thank You!
May 2017
Consulting for Strategic Growth 1
Stanley Wunderlich
212-682-6300
swunderlich@cfsg1.com
Propanc
Biopharma, Inc.
302/6 Butler Street, Camberwell, Victoria, 3124, AUSTRALIA
propanc.com

Propanc Biopharma Changes Ticker Symbol to "PPCB"

MELBOURNE, AUSTRALIA, June 1, 2017 — Propanc Biopharma Inc. (OTCQB: PPCB) ("Propanc Biopharma" or "the Company"), a clinical stage biopharmaceutical company focusing on development of new and proprietary treatments for cancer patients suffering from solid tumors such as pancreatic, ovarian and colorectal cancers, today announced that the ticker symbol of its common stock will change from "PPCH" to "PPCB", effective immediately, to complement its recent name change.

"We wanted to highlight the Company's recent milestones as our lead product, PRP, progresses towards First-In-Human studies, so the changes to our Company name and ticker symbol better reflect our stage of growth," said James Nathanielsz, Propanc's Chief Executive Officer. "Right now, we're working hard with our R&D partners, like Q Biologicals and Technical University of Munich, who are assisting with the development of the GMP-compliant investigational medicinal product (IMP) manufacture of PRP for human use, so that we can prepare for our first clinical trial application in the UK."

PRP is a solution for once daily intravenous administration of a combination of two pancreatic proenzymes trypsinogen and chymotrypsinogen. Currently progressing towards First-In-Human studies, PRP aims to prevent tumor recurrence and metastasis from solid tumors. Eighty percent of all cancers are solid tumors and metastasis is the main cause of patient death from cancer. According to the World Health Organization, 8.2 million people died from cancer in 2012. Consequently, a report by IMS Health states innovative therapies are driving the global oncology market to meet demand, which is expected to reach $150 Billion by 2020. The Company's initial target patient populations are pancreatic, ovarian and colorectal cancers, representing a combined market segment of $14 Billion predicted in 2020, by GBI Research.

To view Propanc Biopharma's "Mechanism of Action" video on anti-cancer product candidate, PRP, please click on the following link: http://www.propanc.com/news-media/video

To be added to Propanc Biopharma's email distribution list, please click on the following link: http://ir.propanc.com/email-alerts and submit the online request form.

About Propanc Biopharma:

Propanc Biopharma is a clinical stage biopharmaceutical company developing new cancer treatments initially for patients suffering from pancreatic, ovarian and colorectal cancers. We have developed a formulation of anti-cancer compounds, which exert a number of effects designed to control or prevent tumors from recurring and spreading throughout the body. Our products involve or employ pancreatic proenzymes, which are inactive precursors of enzymes. In the near term, we intend to target patients with limited remaining therapeutic options for the treatment of solid tumors. In future, we intend to develop our lead product to treat (i) early stage cancer and (ii) pre-cancerous diseases and (iii) as a preventative measure for patients at risk of developing cancer based on genetic screening. For more information, visit: www.propanc.com.

Forward-Looking Statements:

All statements other than statements of historical fact contained herein are "forward-looking statements" for purposes of federal and state securities laws. Forward-looking statements may include the words "may," "will," "estimate," "intend," "continue," "believe," "expect," "plan" or "anticipate" and other similar words. Although we believe that the expectations reflected in our forward-looking statements are reasonable, actual results could differ materially from those projected or assumed. Our future financial condition and results of operations, as well as any forward-looking statements, are subject to change and to inherent risks and uncertainties including those regarding our earnings, revenues and financial condition, our ability to implement our plans, strategies and objectives for future operations, our ability to execute on proposed new products, services or development thereof, our ability to establish and maintain the proprietary nature of our technology through the patent process, our ability to license from others patents and patent applications, if necessary, to develop certain products, our ability to implement our long range business plan for various applications of our technology, our ability to enter into agreements with any necessary manufacturing, marketing and/or distribution partners for purposes of commercialization, the results of our clinical research and development, competition in the industry in which we operate, overall market conditions, and any statements or assumptions underlying any of the foregoing. Other risks, uncertainties and factors that could cause actual results to differ materially from those projected may be described from time to time in reports we file with the Securities and Exchange Commission, including our reports on Forms 10-K, 10-Q and 8-K. We do not intend, and undertake no obligation, to update any forward-looking statement contained herein, except as required by law.

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