

PROXY

I / we	Name
	Address
	
	

am / are the holder(s) (hereinafter: "**Bondholder**") of

..... (Number of Bonds)

of the **CHF 200,000,000 Senior Unsecured Convertible Bonds due 2025** (hereinafter: "**Bonds**") (Swiss Security Number: 42682035; ISIN: CH0426820350) of **Idorsia Ltd**, Allschwil, Switzerland (hereinafter: "**Company**"),

and hereby authorize(s)*

<input type="checkbox"/>	Dr. Balthasar Settelen SwissLegal Duerr + Partner Postfach 206 CH-4010 Basel or any representative appointed by Dr. Balthasar Settelen
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<input type="checkbox"/>	Name
	Address
	
	

*) (please check the appropriate box)

to represent me / us at the **Bondholder Meeting** to be held on **February 25, 2025, 17:30 (Zurich time)**, at the **offices of Homburger AG, Prime Tower, Hardstrasse 201, 8005 Zurich, Switzerland** (hereinafter: "**Bondholder Meeting**") to elect the chairman proposed at the Bondholder Meeting and to vote on the Resolution set out in the Annex hereto as follows:

Resolution:*)

Yes

No

Abstaining

*) (please check the appropriate box)

If no instructions are given, the authorized representative will abstain from voting.

The authorized representative may authorize a substitute to vote on behalf of the Bondholder at the Bondholder Meeting.

This Proxy shall, together with the Blocking Certificate duly signed by the depositary bank which confirms that the Bonds are blocked for the account of the Bondholder on the day of the Bondholder Meeting, either be delivered to

Dr. Balthasar Settelen
SwissLegal Duerr + Partner
Postfach 206
CH-4010 Basel

not later than **February 24, 2025, 12.00, Zurich time or presented at the Bondholder Meeting.**

.....
(Place/Date)

.....
(Signature)

Annex – Resolution

1. It is proposed that the Bondholder Meeting resolves to amend the Terms of the Bonds as follows (the **Resolution**)

Condition 17 40. shall be replaced as follows:

"**Maturity Date**" means 17 September 2025;

Condition 1a) shall be replaced as follow:

- a) To (but excluding) the Amendment Date, the aggregate principal amount of the Bonds of CHF 200 million (two hundred million Swiss Francs) is divided into Bonds with denominations of CHF 200,000 (two hundred thousand Swiss Francs) each (the "**Principal Amount**").

From (and including) the Amendment Date, the aggregate principal amount of the Bonds of CHF 204 million (two hundred and four million Swiss Francs) is divided into Bonds with denominations of CHF 204,000 (two hundred and four thousand Swiss Francs) each (the "**Principal Amount**"). Any references in the Terms of the Bonds to the "Principal Amount" or to "Principal Amount of CHF 200,000" shall be construed accordingly.

"Amendment Date" means 17 July 2025 or such other date as notified by the Issuer in accordance with Condition 10.

2. In addition to the amendment of the Terms of the Bonds set out above, the approval of the Resolution by the Bondholders also constitutes a waiver of the following undertaking that was set out in the invitation to a bondholder meeting for the Bonds dated 23 April 2025.

"The Issuer undertakes to use any Excess Proceeds to exercise its call option set out in Condition 5(f) of the Terms of the Bonds in the amount of such Excess Proceeds, if the proposed amendments to the Terms of the Bonds have become effective.

"**Excess Proceeds**" means the amount received by the Issuer under a Qualifying Transaction that exceeds the sum of (i) CHF 5,000,000 and (ii) the upfront proceeds that the Issuer and its subsidiaries have committed to pay to Janssen Biotech, Inc. in respect of such Qualifying Transaction, up to an aggregate amount of the then applicable cap of maximum CHF 306,000,000 under all Qualifying Transactions.

"**Qualifying Transaction**" means the divestiture or out-licensing of any of the Issuer's or its subsidiaries' intellectual properties to a third party."