

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): June 30, 2025

HYPERION DEFI, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38365
(Commission
File Number)

47-1178401
(IRS Employer
Identification No.)

23461 South Pointe Drive, Suite 390
Laguna Hills, CA 92653
(Address of Principal Executive Offices, and Zip Code)

(833) 393-6684
Registrant's Telephone Number, Including Area Code

Eyenovia, Inc.
(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:

- ☐ 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))

Securities registered pursuant to Section 12(b) of the Act:

(Title of each class)	(Trading Symbol)	(Name of each exchange on which registered)
Common stock, par value \$0.0001 per share	HYPD	The Nasdaq Stock Market (Nasdaq Capital Market)

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

On July 1, 2025, in connection with a previously announced reduction in force, Hyperion DeFi, Inc. (the **Company**) entered into a Separation and Release Agreement (the **“Separation Agreement”**) with Bren Kern, the Company’s Chief Operating Officer.

Pursuant to the Separation Agreement, consistent with Mr. Kern’s Employment Agreement with the Company dated December 19, 2022, Mr. Kern will be entitled to certain severance and other payments following the termination of his employment with the Company on July 1, 2025. The Separation Agreement provides that Mr. Kern will be eligible to receive 12 months of his base salary and up to 12 months of health benefits continuation.

The payments under the Separation Agreement are contingent on Mr. Kern’s non-revocation of certain releases, which waive and release claims against the Company for any liability relating to his employment, and his compliance with certain covenants.

The foregoing description of the Separation Agreement is qualified in its entirety by reference to the full text of the Separation Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

On June 30, 2025, the Company filed a Certificate of Amendment to its Third Amended and Restated Certificate of Incorporation (the **“Amendment”**) with the Secretary of State of the State of Delaware to change its name from Eyenovia, Inc. to Hyperion DeFi, Inc. (the **“Name Change”**). The Name Change and Amendment became effective at 8:00 a.m. Eastern Time on July 1, 2025.

The Board approved the Name Change and the Amendment pursuant to Section 242 of the General Corporation Law of the State of Delaware. Pursuant to Section 242 of the Delaware General Corporation Law, stockholder approval was not required to complete the Name Change or to approve or effect the Amendment. The Name Change will not affect the voting or other rights that accompany the Company’s common stock, par value \$0.0001 per share (**“Common Stock”**), or the validity or transferability of the Company’s shares of Common Stock currently outstanding.

As a result of the Name Change, the Company anticipates that effective July 3, 2025, the Common Stock will cease trading under the ticker symbol “EYEN” and will begin trading under its new ticker symbol “HYPD” on the Nasdaq Capital Market. The CUSIP of the Common Stock did not change in connection with the ticker symbol change.

A copy of the Certificate of Amendment is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 7.01. Regulation FD.

On July 2, 2025, the Company issued a press release announcing the Name Change and anticipated Nasdaq ticker symbol change. A copy of the press release is attached hereto as Exhibit 99.1 to this Current Report on Form 8-K.

The information in this Item 7.01 to this Current Report on Form 8-K, and in Exhibit 99.1 furnished herewith, shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the **“Exchange Act”**), or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
<u>3.1</u>	<u>Certificate of Amendment to the Third Amended and Restated Certificate of Incorporation, dated June 30, 2025</u>
<u>10.1</u>	<u>Separation and Release Agreement by and between the Company and Bren Kern, dated July 1, 2025</u>
<u>99.1</u>	<u>Press Release, dated July 2, 2025.</u>
104	Cover Page Interactive Data File (embedded within the inline XBRL document).

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.

HYPERION DEFI, INC.

Dated: July 2, 2025

By: /s/ Michael Rowe
Michael Rowe
Chief Executive Officer

CERTIFICATE OF AMENDMENT
OF
THIRD AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
EYENOVIA, INC.

Pursuant to Section 242 of the General Corporation Law of the State of Delaware, Eyenovia, Inc., a corporation organized and existing under the laws of the State of Delaware (the “**Corporation**”), does hereby certify as follows:

1. The name of the Corporation is Eyenovia, Inc.
 2. The Corporation’s Third Amended and Restated Certificate of Incorporation (the “**Certificate of Incorporation**”) was filed on January 29, 2018, and thereafter, Certificates of Amendment were filed on June 12, 2018, June 12, 2024 and January 31, 2025 with the Secretary of State of the State of Delaware.
 3. The Corporation’s Certificate of Incorporation, as amended, is hereby amended by deleting Section 1 of the preamble in its entirety and replacing it with the following:

“The name of the corporation is Hyperion DeFi, Inc. (the “**Corporation**”).”
 4. This Certificate of Amendment of the Certificate of Incorporation, as amended, herein certified has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
 5. This Certificate of Amendment shall be effective on July 1, 2025 at 8:00 a.m., Eastern Time.
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IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by a duly authorized officer of the Corporation this 30th day of June, 2025.

EYENOVIA, INC.

By: /s/ Michael Rowe
Name: Michael Rowe
Title: Chief Executive Officer



Date: July 1, 2025

Bren Kern
5280 Old Midland Rd.
Klamath Falls, OR 97603

Re: Separation and Release Agreement

Dear Bren:

As we discussed, your employment with Hyperion Defi, Inc. (the "Company") is terminated effective July 1, 2025 (the "Termination Date"). Your final paycheck will be delivered to you via direct deposit on the Termination Date.

The enclosed Separation and Release Agreement (the "Agreement") is being provided in accordance with your employment contract and contains additional details regarding your separation pay in connection with the termination of your employment; which includes a general release of claims against the Company. Therefore, the Company encourages you to read this Agreement carefully and to consult with an attorney before you sign it.

If you agree with the terms of the Agreement and wish to receive the separation pay described in Section 2, you must sign and date the Agreement and return the signed and dated copy to me within ten (10) days of your receipt of the Agreement.

Sincerely yours,

HYPERION DEFI, INC.

/s/ Michael Rowe

By: Michael Rowe

Its: Chief Executive Officer

Enclosures



SEPARATION AND RELEASE AGREEMENT

This SEPARATION AND RELEASE AGREEMENT (the "Agreement") is hereby made and entered into as of the Effective Date (as defined below) by and between Hyperion Defi, Inc., a Delaware corporation (the "Company") and the undersigned employee, referred to in this Agreement as "you."

1. **Termination.** Except as set out in this Agreement, as provided by the specific terms of a benefit plan or as required by law, upon the termination of your employment with the Company, effective as of July 1st, 2025 (the "Termination Date"), all of your employee benefits with the Company will terminate. Upon receipt of your final paycheck from the Company, you agree and acknowledge that you will have been paid all wages for labor or services rendered by you for the Company or on the Company's behalf as a Company employee through the Termination Date.

2. **Separation Pay.** If you sign this Agreement as provided in Section 9 below, the Company will pay you separation pay in accordance with the employment agreement established between you and the Company dated December 29, 2022 (the "Employment Agreement"), in accordance with section 4C titled *Termination by Company without Cause or by Executive for Good Reason Following Executive's First Six (6) Months of Employment* (the "Clause"). In accordance with the Employment Agreement and Clause you will receive an amount equal to twelve months (12) of your now regular base salary (minus applicable federal, state and local payroll taxes, and other withholdings required by law or authorized by you) and additionally the Company shall continue to provide you with health insurance coverage at no cost to you, until the earlier to occur of twelve (12) months following Termination Date or the date you elect to participate in the group health plan of another employer (the "Separation Pay"). You will receive the first instalment of the Separation Pay within 60 days the Termination Date which will be equal to two (2) months of your now current base salary and remaining installments of the Separation Pay shall be equal to 1/12th of your now base salary and shall be delivered on a monthly basis in accordance with the Company's payroll procedures beginning on the Company's first regular pay day following the Effective Date described in Section 9 below.

If you do not sign this Agreement and return it to the Company within ten (10) days, you will not be entitled to receive the Separation Pay described above.

3. **Release of Claims.** In exchange for the Company's providing you with the Separation Pay described in Section 2, above, except for those matters related to the Employment Agreement, the agreement titled Indemnification and Advancement Agreement dated October 7th, 2025 (the "Indemnification Agreement"), or any other surviving agreements or contractual obligations with the Company, by signing this Agreement, you release and forever discharge the Company, as well as its officers, directors, members, employees, agents, representatives, attorneys, lessors, lessees, licensors and licensees, and their respective successors, assigns, heirs, executors and administrators (collectively, the "Company Parties"), from any and all claims, demands, and causes, whether known or unknown, direct or indirect, accrued, contingent or potential, which you ever had or now have. In addition, but except for those matters related to any other surviving agreements or contractual obligations with the Company, this release is meant to release the Company and the Company Parties from all common law claims, including claims in contract or tort, including, without limitation, wrongful or constructive discharge, intentional or negligent infliction of emotional distress, misrepresentation, tortious interference with contract or prospective economic advantage, invasion of privacy, defamation, negligence or breach of any covenant of good faith and fair dealing. You also specifically and forever release the Company and the Company Parties from any and all claims under from any and all claims under state and local laws prohibiting discrimination, harassment and retaliation; all claims under all other state and federal laws governing the payment of wages or protection of workers; and all claims under any federal laws based on unlawful employment discrimination, harassment or retaliation, including, but not limited to, claims for violation of Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Genetic Information and Discrimination Act, and the Federal Age Discrimination In Employment Act (29 U.S.C. § 621 *et. seq.*).

You acknowledge that this release applies both to known and unknown claims that may exist between you and the Company and the Company Parties.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the foregoing, nothing in this Agreement prohibits you from filing a charge with, or participating in any investigation or proceeding conducted by, the U.S. Equal Employment Opportunity Commission or a comparable state or federal fair employment practices agency.

This Agreement does not release claims that cannot be released as a matter of law, including claims for unemployment benefits, workers' compensation benefits, or any rights to defense or indemnification you may have under any Company documents or policies or pursuant to this Agreement or applicable law. In addition, nothing in this Agreement extinguishes any claims you may have against the Company for breach of this Agreement or any claims arising from events that occur following the effective date of this Agreement.

4. No Admissions. You understand, acknowledge and agree that the release set out above in Section 3 is a final compromise of any potential claims by you against the Company and/or the Company Parties in connection with your employment by the Company, and is not an admission by the Company or the Company Parties that any such claims exist or that the Company or any of the Company Parties are liable for any such claims. By signing this Agreement, you agree and acknowledge that you have no cause to believe that any violation of any local, state or federal law has occurred with respect to your employment or separation of employment from the Company.

5. Confidentiality; Continuing Obligations; Return of Equipment.

(a) You hereby represent and agree that you will not (except as required by law) disclose information regarding the financial terms of this Agreement, to anyone except your immediate family, your attorney, and accountant or financial advisor as reasonably necessary.

(b) Should the disclosure of any confidential information of or about the Company be required of you (a) in response to any summons or subpoena, (b) in connection with any litigation, or (c) in order to comply with any law, order, regulation, request of any government or regulatory agency or ruling applicable to you, prior to making any disclosure you agree to inform the Company of any such request or compelled disclosure as soon as possible, and, to the extent possible, afford the Company the opportunity to contest such disclosure. Provided, however, nothing in this Agreement prohibits you from reporting possible violations of federal law or regulation to any governmental agency or entity, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation, and you do not need to give notice to or obtain the prior authorization of the Company to make such reports or disclosures.

(c) You acknowledge and reaffirm your obligations under the Hyperion Defi, Inc. At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement, signed by you (the "Confidentiality Agreement"), which such obligations survive the termination of your employment with the Company.

(d) You hereby represent, that upon written request from the Company, you will return to the Company all Company-owned equipment, keys or passes, software, files, samples, training materials, programs and documents (including any copies) in the same condition as when provided to you, reasonable wear and tear excepted except that you may keep your computer for your personal use and enjoyment. Your agreement to return Company property and your execution of the Termination Certification that is Exhibit C to the Confidentiality Agreement are express requirements under this Agreement and a condition to your receipt of the Separation Pay described in Section 2.

6. No Disparagement.

You agree that following the Termination Date, not to disparage the Company, and the Company's officers, directors, employees, shareholders and agents, in any manner likely to be harmful to them or their business, business reputations or personal reputations. Likewise, the Company agrees to direct its officers, directors, and employees not to disparage you in any manner likely to be harmful to you or your personal or business reputations or relationships. However, nothing in this Agreement prohibits you or the Company from providing truthful information and/or testimony in connection with any investigation or proceeding conducted by the U.S. Equal Employment Opportunity Commission or a comparable state or federal fair employment practices agency. Furthermore, this Section does not in any way restrict or impede you from exercising protected rights, including rights under the National Labor Relations Act (NLRA) and the right to file unlawful labor practice (ULP) charges or participate, assist, or cooperate in ULP investigations, to the extent that such rights cannot be waived by agreement. This Section also does not prevent you or the Company from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. Furthermore, nothing in this Agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

7. Relief and Enforcement. You understand and agree that any breach of this Agreement by you will relieve the Company of its obligation to provide any unpaid Separation Pay described in Sections 2, above. You and the Company also understand and agree that violation of terms of Sections 5 or 6 of this Agreement, will cause injury difficult to quantify or repair, so that you and the Company will have no adequate remedy at law. Accordingly, you and the Company agree that if Sections 5 or 6 of this Agreement are violated, each will be entitled as a matter of right to obtain an injunction from a court of law, restraining the other party from any further violation of this Agreement. The right to obtain an injunction is in addition to, and not in lieu of, any other remedies that you or the Company (or the Company Parties) has at law or in equity.

8. No Modifications; Governing Law; Entire Agreement. This Agreement cannot be changed or terminated verbally, and no modification or waiver of any of the provisions of this Agreement will be effective unless it is in writing and signed by both parties. The parties agree that this Agreement is to be governed by and construed in accordance with the laws of the State of Oregon, and that any suit, action or charge arising out of or relating to this Agreement will be adjudicated in the state or federal courts in Oregon. This Agreement sets forth the entire and fully integrated understanding between the parties, and there are no representations, warranties, covenants or understandings, oral or otherwise, that are not expressly set out herein; provided, however, that nothing in this Agreement modifies, supersedes, voids, or otherwise alters your continuing obligations under the Confidentiality Agreement, Employment Agreement, Indemnification Agreement or any other surviving agreements or contractual obligations with the Company, and the Confidentiality Agreement and any other surviving agreements or contractual obligations shall remain in full force and effect.

9. Consideration Period; Effective Date. You hereby acknowledge that you have been given ten (10) days from the date you first received this Agreement to consider whether to execute this Agreement, and that changes to this Agreement, whether material or immaterial, will not restart the running of the ten (10) day period. You are hereby advised by the Company that you have the right to consult with an attorney before signing this Agreement. This Agreement shall not become effective until the Effective Date of this Agreement (the "Effective Date" being the first day after Executive has executed the Agreement within the allotted 10-day period).

10. Miscellaneous.

(a) Should any portion, term or provision of this Agreement be declared or determined by any court to be illegal, invalid or unenforceable, the validity or the remaining portions, terms and provisions shall not be affected thereby, and the illegal, invalid or unenforceable portion, term or provision shall be deemed not to be part of this Agreement.

(b) The parties agree that the failure of a party at any time to require performance of any provision of this Agreement shall not affect, diminish, obviate or void in any way the party's full right or ability to require performance of the same or any other provision of this Agreement at any time thereafter.

(c) This Agreement shall inure to the benefit of and shall be binding upon you, your heirs, administrators, representatives, executors, successors and assigns and upon the successors and assigns of the Company.

(d) The headings of the paragraphs of this Agreement are for convenience only and are not binding on any interpretation of this Agreement.

(e) This Agreement may be executed in counterparts. Counterparts may be transmitted and/or signed by facsimile or electronic mail. The effectiveness of any such documents and signatures shall have the same force and effect as manually signed originals and shall be binding on the parties to the same extent as a manually signed original thereof.

(f) If you are employed in Nevada: You further affirm that you have not made any claims or allegations to the Company related to conduct that would constitute a sexual offense under NRS 179D.097 and would be punishable as a felony if criminal liability were imposed, regardless of whether there was a criminal investigation, prosecution, or conviction related to the conduct, discrimination based on sex by the Company, or retaliation by the Company for reporting discrimination based on sex, and that none of the payments set forth in this Agreement are related to conduct that would constitute a sexual offense under NRS 179D.097 and would be punishable as a felony if criminal liability were imposed, regardless of whether there was a criminal investigation, prosecution, or conviction related to the conduct, discrimination based on sex by the Company, or retaliation by the Company for reporting discrimination based on sex.

11. Knowing and Voluntary. You acknowledge that you have signed this Agreement free of duress or coercion, that you are fully aware of your rights, and that you carefully read and fully understood all provisions of this Agreement before signing.

[Signature page follows.]

SIGNATURE PAGE TO SEPARATION AND RELEASE AGREEMENT

THE COMPANY

HYPERION DEFI, INC.

/s/ Michael Rowe

By: Michael Rowe
Chief Executive Officer

DATE: July 1, 2025

EMPLOYEE:

/s/ Bren Kern

Bren Kern

DATE: July 1, 2025



Eyenovia Announces Rebranding and Corporate Name Change to Hyperion DeFi, Inc.

Name change reflects company's leadership position with its cryptocurrency treasury reserve strategy focused on the HYPE token

Company to commence trading on Nasdaq under the symbol "HYPD" effective July 3rd

Also announces official launch of the Kinetiq x Hyperion validator

LAGUNA HILLS, CA, July 2, 2025 – Eyenovia, Inc. (NASDAQ: EYEN) ("Eyenovia" or the "Company"), a pioneer in ophthalmic technologies and the first publicly-listed U.S. company to build a strategic treasury of **HYPE**, the native token of the Hyperliquid protocol, today announced that it is rebranding and changing its corporate name to Hyperion DeFi, Inc. Concurrent with the name change, the Company's shares will begin trading under the new ticker symbol "HYPD" on the Nasdaq Capital Market at the start of trading on July 3, 2025.

The name change reflects the Company's recent launch of its cryptocurrency treasury reserve strategy focused on the HYPE token, which is native to the decentralized digital asset exchange and Layer-1 blockchain, Hyperliquid.

"Our corporate name change to Hyperion DeFi, Inc. reflects our new vision for the company and represents the next important step in the evolution of our cryptocurrency treasury reserve strategy," stated Michael Rowe, Chief Executive Officer of Eyenovia/Hyperion DeFi, Inc. "Notably, 'Hyperion' refers to the tallest known living tree – a California Redwood – which reflects our belief that Hyperion DeFi has the potential to grow into the largest holder of the HYPE token globally and the largest cryptocurrency-based treasury overall. At the same time, 'DeFi' refers to the exploration of new technologies, which is applicable not only to this new treasury reserve strategy but to our continued development of the Optejet dispenser as well."

"As reflected in the Keats poem of the same name which chronicles the defeat of the Titans at the hands of the Olympians, 'Hyperion' evokes themes of changing order," added Hyunsu Jung, Chief Investment Officer. "In this case, the emergence of blockchain technology challenges not only existing financial infrastructure but also centralized cryptocurrency exchanges. We believe that we are uniquely positioned to be a pioneer in the growing acceptance of digital currencies as a treasury asset, and I look forward to making that vision of Hyperion DeFi a reality."

As part of this announcement, Hyperion DeFi's co-branded validator 'Kinetiq x Hyperion' is officially live. The Company has started to stake its HYPE holdings to generate yield and further prepare for its onchain engagement strategies.

The CUSIP number for the Company's common stock is not affected by the name change.

About Hyperion DeFi, Inc.

Hyperion DeFi, Inc. is the first U.S. publicly listed company building a long-term strategic treasury of Hyperliquid's native token, HYPE. The Company is focused on providing its shareholders with simplified access to the Hyperliquid ecosystem, one of the fastest growing, highest revenue-generating blockchains in the world. Shareholders benefit from a gradually compounding exposure to HYPE, both from its native staking yield and additional revenues generated from its unique on-chain utility.



Hyperion DeFi is also developing its proprietary Optejet User Filled Device (UFD) that is designed to work with a variety of topical ophthalmic liquids, including artificial tears and lens rewetting products. The Optejet is especially useful in chronic front-of-the-eye diseases due to its ease of use, enhanced safety and tolerability, and potential for superior compliance versus standard eye drops. Together, these benefits may result in higher treatment compliance and better outcomes for patients and providers.

For more information, please visit Hyperiondefi.com.

Forward Looking Statements

Except for historical information, all the statements, expectations and assumptions contained in this press release are forward-looking statements. Forward-looking statements include, but are not limited to, statements that express our intentions, beliefs, expectations, strategies, predictions or any other statements, our future activities or other future events or conditions, including the estimated market opportunities for our platform technology, the viability of, and risks associated with, our cryptocurrency treasury strategy, the clinical trials that may be necessary in connection with the clearance of the Optejet UFD, and the timing for sales growth of our approved products. These statements are based on current expectations, estimates and projections about our business based, in part, on assumptions made by management. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may, and in some cases are likely to, differ materially from what is expressed or forecasted in the forward-looking statements due to numerous factors discussed from time to time in documents which we file with the U.S. Securities and Exchange Commission.

In addition, such statements could be affected by risks and uncertainties related to, among other things: risks of our clinical trials, including, but not limited to, the potential advantages of our products, and platform technology; the rate and degree of market acceptance and clinical utility of our products; our estimates regarding the potential market opportunity for our products; reliance on third parties to develop and commercialize our products; the ability of us and our partners to timely develop, implement and maintain manufacturing, commercialization and marketing capabilities and strategies for our products; intellectual property risks; changes in legal, regulatory, legislative and geopolitical environments in the markets in which we operate and the impact of these changes on our ability to obtain regulatory approval for our products and product candidates; our competitive position; our ability to raise additional funds to maintain our business operations and to make payments on our debt obligations as and when necessary; and the risks of our cryptocurrency strategy as detailed in our Current Report on Form 8-K filed on June 27, 2025.

Any forward-looking statements speak only as of the date on which they are made, and except as may be required under applicable securities laws, Hyperion DeFi does not undertake any obligation to update any forward-looking statements.

Hyperion DeFi Investor Contact:

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