

**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

To Company Name/Scheme      Bionomics Limited

ACN/ARSN      075 582 740

**1. Details of substantial holder (1)**

Name      Evercore Group L.L.C.

ACN/ARSN (if applicable)      N/A

The holder became a substantial holder on      15 December 2021

**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares	287,960,738	287,960,738	28.30%

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Evercore Group L.L.C.	Restriction on disposal of shares under lock up agreements (see Annexure A) in relation to the public offering in the United States of America of American Depositary Shares, each representing Bionomics ordinary shares, giving Evercore Group L.L.C. a 'relevant interest' under section 608(1)(c) of the Corporations Act, notwithstanding that Evercore Group L.L.C has no right to acquire these shares or to control the voting rights attached to these shares.	287,960,738 Ordinary shares

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Evercore Group L.L.C.	HSBC Custody Nominees (Australia) Limited BNP Paribas Nominees Pty Ltd Bank of New York Mellon Errol De Souza Liz Doolin	HSBC Custody Nominees (Australia) Limited BNP Paribas Nominees Pty Ltd Bank of New York Mellon Errol De Souza Liz Doolin	287,960,738 Ordinary shares

**5. Consideration**

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
		Cash      Non-cash	

Evercore Group L.L.C.	15 December 2021	N/A	Non-cash pursuant to lock-up agreements as attached in Annexure A	287,960,738 Ordinary shares
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## 6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

## 7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Evercore Group L.L.C.	55 East 52nd Street, New York, NY 10055

## Signature

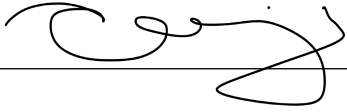
print name **Gloria Tang** capacity **Managing Director**

sign here  date **14 January 2022**

## ANNEXURE A

This is Annexure A of 26 pages referred to in the Form 603 *Notice of initial substantial holder*

Signed:

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a horizontal line.

(NAME AND CAPACITY) Gloria Tang, Managing Director  
Dated: 14 January 2022

## **Lock-Up Agreement**

Dated: December 15, 2021

Evercore Group L.L.C.,  
William Blair & Company, L.L.C.

as Representatives of the several  
Underwriters to be named in the  
within-mentioned Underwriting Agreement

c/o Evercore Group L.L.C.  
55 East 52<sup>nd</sup> Street  
New York, New York 10055

c/o William Blair & Company, L.L.C.  
150 North Riverside Plaza  
Chicago, Illinois 60606

Re: Proposed Public Offering by Bionomics Limited

Dear Sirs:

The undersigned, a shareholder of Bionomics Limited, a public company limited by shares organized under the laws of the Commonwealth of Australia (the “Company”), understands that Evercore Group L.L.C. and William Blair & Company, L.L.C. (the “Representatives”) propose to enter into an Underwriting Agreement (the “Underwriting Agreement”) with the Company providing for the public offering (the “Offering”) of American Depositary Shares (the “ADSs”), each representing 180 ordinary shares, no par value, of the Company (“Ordinary Shares”). In recognition of the benefit that such an offering will confer upon the undersigned as a stockholder of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each underwriter to be named in the Underwriting Agreement that, during the period beginning on the date hereof and ending on the date that is 180 days from the date of the Underwriting Agreement (the “Lock-Up Period”), the undersigned will not, without the prior written consent of the Representatives, (i) directly or indirectly offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any ADSs or Ordinary Shares or any securities convertible into or exercisable or exchangeable for ADSs or Ordinary Shares, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the “Lock-Up Securities”), or exercise any right with respect to the registration of any of the Lock-Up Securities, or file, cause to be filed or cause to be confidentially submitted any registration statement in connection therewith, under the Securities Act of 1933, as amended, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer the Lock-Up Securities without the prior written consent of the Representatives, provided that (1) in the case of clauses (i) through (iv), (x) the Representatives receive a signed lock-up agreement for the balance of the Lock-Up Period from each donee, trustee, distributee, or transferee, as the case may be, and (y) any such transfer shall not involve a disposition for value, (2) the transfer of Lock-Up Securities does not

involve any change in the beneficial ownership of the Lock-Up Securities, (3) such transfers are not required to be reported with the Securities and Exchange Commission or any other regulatory body in any jurisdiction other than filings under Section 13 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers, (4) the undersigned hereby agrees to inform the Representative in writing (including details of the transfer and the transferee) within 2 business days when any transfer is made pursuant to clauses (i) through (ix) below, and (5) the undersigned hereby acknowledges and agrees that any such transfer may require public notification (including to the Australian Securities Exchange) and that a copy of this Agreement may be included with such public notification:

- (i) to (x) the undersigned’s direct or indirect affiliates (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended), (y) any investment fund or other entity controlling, under common control with, or controlled or managed by the undersigned, or (z) the limited partners, general partners, members, managers, managing members, directors, officers, employees, stockholders or other equity holders of the undersigned or of the entities described in the preceding clauses (x) and (y);
- (ii) to any corporation, partnership, limited liability company or other entity all of the beneficial ownership interests of which, in each case, are held by the undersigned;
- (iii) to the Company as forfeitures (x) to satisfy tax withholding and remittance obligations of the undersigned in connection with the vesting or exercise of equity awards granted pursuant to the Company’s equity incentive plans or (y) pursuant to a net exercise or cashless exercise by the undersigned of outstanding equity awards pursuant to the Company’s equity incentive plans, provided that any ADSs or Ordinary Shares received as a result of such exercise, vesting or settlement shall remain subject to the terms of this letter agreement;
- (iv) pursuant to a change of control of the Company (meaning the consummation of any bona fide third-party tender offer, merger, consolidation or other similar transaction made to all holders of ADSs or Ordinary Shares the result of which is that any “person” (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of the voting capital stock of the Company or the surviving entity), provided that, in the event that such change of control is not completed, the ADSs and Ordinary Shares owned by the undersigned shall remain subject to the terms of this letter agreement;
- (v) to the Company in connection with the termination of the undersigned’s employment or other service with the Company;
- (vi) by operation of law, or pursuant to an order of a court or regulatory agency, including pursuant to a domestic order or divorce settlement; and
- (vii) the deposit of Ordinary Shares with the Company’s depositary (including any transfer of shares undertaken in connection with the deposit of Ordinary Shares with the Company’s depositary), in exchange for the issuance of ADSs (or American depositary receipts representing such ADSs), or the cancellation of ADSs in exchange for the issuance of Ordinary Shares; provided that such ADSs or Ordinary Shares issued pursuant to this clause (ix) held by the undersigned shall remain subject to the terms of this letter agreement.

Furthermore, the undersigned may sell ADSs of the Company purchased by the undersigned either in the offering from the Underwriters or on the open market following the Offering if and only if (i) such sales are not required to be reported in any public report or filing with the Securities and Exchange Commission or any other regulatory body in any jurisdiction other than filings under Section 13 of the Exchange Act and (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding such sales.

Notwithstanding anything to the contrary contained herein, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs or Ordinary Shares, provided that such plan does not provide for any transfers of ADSs or Ordinary Shares during the Lock-Up Period and the entry into such plan is not publicly disclosed, including in any filing under the Exchange Act, during the Lock-Up Period.

Notwithstanding anything to the contrary contained herein, the Underwriters acknowledge and agree that the undersigned may accept a Successful Takeover Bid in relation to Ordinary Shares and further that the Ordinary Shares held by the undersigned or in which the undersigned has a relevant interest may be transferred or cancelled as part of a merger by scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Australia) between the Company and its members or any class of its members. For the purposes of this paragraph, “Successful Takeover Bid” is a Takeover Bid (as defined in the Corporations Act 2001 (Australia) and whether a full bid or a proportionate bid) where the holders of at least 50% of the bid class securities that are not subject to the restrictions in this letter or like restrictions in respect of the bid class securities pursuant to letters substantially in the form of this letter signed or to be signed in favor of the Underwriters by other shareholders of the Company, have accepted the takeover bid.

If in the case of a Takeover Bid:

- (i) the undersigned (including any person registered as the holder of the Ordinary Shares or any of them) has accepted the Takeover Bid in respect of all or any of its Ordinary Shares;
- (ii) the end of the bid period in respect of the Takeover Bid occurs prior to end of the Lock-Up Period; and
- (iii) the Takeover Bid remains subject to any conditions at the end of the bid period in respect of the Takeover Bid,

the Ordinary Shares accepted into the Takeover Bid will again be subject to the terms, conditions and restrictions set out in this letter for the balance of the Lock-Up Period as if the undersigned had not accepted the Takeover Bid.

If in the case of a scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Australia), for any reason the scheme of arrangement does not take effect, the Ordinary Shares not transferred or cancelled under the scheme will again be subject to the terms, conditions and restrictions set out in this letter for the balance of the Lock-Up Period. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company’s transfer agent and registrar against the transfer of the Lock-Up Securities except in compliance with the foregoing restrictions.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this letter agreement and that this letter agreement has been duly authorized (if the undersigned is not a natural person), executed and delivered by the undersigned and is a valid and binding agreement of the undersigned. This letter agreement and all authority herein conferred are irrevocable and shall survive

the death or incapacity of the undersigned (if a natural person) and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

This letter agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

The undersigned hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan, for the purposes of any suit, action or proceeding arising out of or relating to this letter agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper. The undersigned hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by receiving a copy thereof sent to the undersigned at the address on the signature page below, and such service shall constitute good and sufficient service of process and notice thereof. The undersigned hereby waives any right to a trial by jury. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

This letter agreement (and, for the avoidance of doubt, the Lock-Up Period) shall automatically terminate and be of no further force and effect, and the undersigned shall be released from all obligations hereunder, upon the earlier to occur of (i) February 15, 2022, if the Underwriting Agreement has not been executed by that date, (ii) the Company informing the Representatives or the undersigned that it has determined not to proceed with the Offering, (iii) a Representative informing the Company or the undersigned that the Representatives have determined not to proceed with the Offering, (iv) the Company withdrawing the Registration Statement, and (v) the Underwriting Agreement (other than the provisions thereof that survive termination) terminating prior to payment for and delivery of the ADSs.

This letter agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com) or [www.echosign.com](http://www.echosign.com)) or other transmission method and any copy so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows]

Very truly yours,

**Apeiron Investment Group Ltd.**



By: \_\_\_\_\_

Name: Julien Hoefer

Title: Director

Address: 66&67, Beatrice, Amery Street,  
Sliema, SLM1707, Malta

*[Signature Page to Lock-Up Agreement]*



## Lock-Up Agreement

Dated: December 15, 2021

Evercore Group L.L.C.,  
William Blair & Company, L.L.C.

as Representatives of the several  
Underwriters to be named in the  
within-mentioned Underwriting Agreement

c/o Evercore Group L.L.C.  
55 East 52<sup>nd</sup> Street  
New York, New York 10055

c/o William Blair & Company, L.L.C.  
150 North Riverside Plaza  
Chicago, Illinois 60606

Re: Proposed Public Offering by Bionomics Limited

Dear Sirs:

The undersigned, a shareholder of Bionomics Limited, a public company limited by shares organized under the laws of the Commonwealth of Australia (the “Company”), understands that Evercore Group L.L.C. and William Blair & Company, L.L.C. (the “Representatives”) propose to enter into an Underwriting Agreement (the “Underwriting Agreement”) with the Company providing for the public offering (the “Offering”) of American Depositary Shares (the “ADSs”), each representing 180 ordinary shares, no par value, of the Company (“Ordinary Shares”). In recognition of the benefit that such an offering will confer upon the undersigned as a stockholder of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each underwriter to be named in the Underwriting Agreement that, during the period beginning on the date hereof and ending on the date that is 180 days from the date of the Underwriting Agreement (the “Lock-Up Period”), the undersigned will not, without the prior written consent of the Representatives, (i) directly or indirectly offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any ADSs or Ordinary Shares or any securities convertible into or exercisable or exchangeable for ADSs or Ordinary Shares, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the “Lock-Up Securities”), or exercise any right with respect to the registration of any of the Lock-Up Securities, or file, cause to be filed or cause to be confidentially submitted any registration statement in connection therewith, under the Securities Act of 1933, as amended, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer the Lock-Up Securities without the prior written consent of the Representatives, provided that (1) in the case of clauses (i) through (iv), (x) the Representatives receive a signed lock-up agreement for the balance of the Lock-Up Period from each donee, trustee, distributee, or transferee, as the case may be, and (y) any such transfer shall not involve a disposition for value, (2) the transfer of Lock-Up Securities does not

involve any change in the beneficial ownership of the Lock-Up Securities, (3) such transfers are not required to be reported with the Securities and Exchange Commission or any other regulatory body in any jurisdiction other than filings under Section 13 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers, (4) the undersigned hereby agrees to inform the Representative in writing (including details of the transfer and the transferee) within 2 business days when any transfer is made pursuant to clauses (i) through (ix) below, and (5) the undersigned hereby acknowledges and agrees that any such transfer may require public notification (including to the Australian Securities Exchange) and that a copy of this Agreement may be included with such public notification:

- (i) to (x) the undersigned’s direct or indirect affiliates (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended), (y) any investment fund or other entity controlling, under common control with, or controlled or managed by the undersigned, or (z) the limited partners, general partners, members, managers, managing members, directors, officers, employees, stockholders or other equity holders of the undersigned or of the entities described in the preceding clauses (x) and (y);
- (ii) to any corporation, partnership, limited liability company or other entity all of the beneficial ownership interests of which, in each case, are held by the undersigned;
- (iii) to the Company as forfeitures (x) to satisfy tax withholding and remittance obligations of the undersigned in connection with the vesting or exercise of equity awards granted pursuant to the Company’s equity incentive plans or (y) pursuant to a net exercise or cashless exercise by the undersigned of outstanding equity awards pursuant to the Company’s equity incentive plans, provided that any ADSs or Ordinary Shares received as a result of such exercise, vesting or settlement shall remain subject to the terms of this letter agreement;
- (iv) pursuant to a change of control of the Company (meaning the consummation of any bona fide third-party tender offer, merger, consolidation or other similar transaction made to all holders of ADSs or Ordinary Shares the result of which is that any “person” (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of the voting capital stock of the Company or the surviving entity), provided that, in the event that such change of control is not completed, the ADSs and Ordinary Shares owned by the undersigned shall remain subject to the terms of this letter agreement;
- (v) to the Company in connection with the termination of the undersigned’s employment or other service with the Company;
- (vi) by operation of law, or pursuant to an order of a court or regulatory agency, including pursuant to a domestic order or divorce settlement; and
- (vii) the deposit of Ordinary Shares with the Company’s depositary (including any transfer of shares undertaken in connection with the deposit of Ordinary Shares with the Company’s depositary), in exchange for the issuance of ADSs (or American depositary receipts representing such ADSs), or the cancellation of ADSs in exchange for the issuance of Ordinary Shares; provided that such ADSs or Ordinary Shares issued pursuant to this clause (ix) held by the undersigned shall remain subject to the terms of this letter agreement.

Furthermore, the undersigned may sell ADSs of the Company purchased by the undersigned either in the offering from the Underwriters or on the open market following the Offering if and only if (i) such sales are not required to be reported in any public report or filing with the Securities and Exchange Commission or any other regulatory body in any jurisdiction other than filings under Section 13 of the Exchange Act and (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding such sales.

Notwithstanding anything to the contrary contained herein, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs or Ordinary Shares, provided that such plan does not provide for any transfers of ADSs or Ordinary Shares during the Lock-Up Period and the entry into such plan is not publicly disclosed, including in any filing under the Exchange Act, during the Lock-Up Period.

Notwithstanding anything to the contrary contained herein, the Underwriters acknowledge and agree that the undersigned may accept a Successful Takeover Bid in relation to Ordinary Shares and further that the Ordinary Shares held by the undersigned or in which the undersigned has a relevant interest may be transferred or cancelled as part of a merger by scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Australia) between the Company and its members or any class of its members. For the purposes of this paragraph, “Successful Takeover Bid” is a Takeover Bid (as defined in the Corporations Act 2001 (Australia) and whether a full bid or a proportionate bid) where the holders of at least 50% of the bid class securities that are not subject to the restrictions in this letter or like restrictions in respect of the bid class securities pursuant to letters substantially in the form of this letter signed or to be signed in favor of the Underwriters by other shareholders of the Company, have accepted the takeover bid.

If in the case of a Takeover Bid:

- (i) the undersigned (including any person registered as the holder of the Ordinary Shares or any of them) has accepted the Takeover Bid in respect of all or any of its Ordinary Shares;
- (ii) the end of the bid period in respect of the Takeover Bid occurs prior to end of the Lock-Up Period; and
- (iii) the Takeover Bid remains subject to any conditions at the end of the bid period in respect of the Takeover Bid,

the Ordinary Shares accepted into the Takeover Bid will again be subject to the terms, conditions and restrictions set out in this letter for the balance of the Lock-Up Period as if the undersigned had not accepted the Takeover Bid.

If in the case of a scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Australia), for any reason the scheme of arrangement does not take effect, the Ordinary Shares not transferred or cancelled under the scheme will again be subject to the terms, conditions and restrictions set out in this letter for the balance of the Lock-Up Period. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company’s transfer agent and registrar against the transfer of the Lock-Up Securities except in compliance with the foregoing restrictions.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this letter agreement and that this letter agreement has been duly authorized (if the undersigned is not a natural person), executed and delivered by the undersigned and is a valid and binding agreement of the undersigned. This letter agreement and all authority herein conferred are irrevocable and shall survive

the death or incapacity of the undersigned (if a natural person) and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

This letter agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

The undersigned hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan, for the purposes of any suit, action or proceeding arising out of or relating to this letter agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper. The undersigned hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by receiving a copy thereof sent to the undersigned at the address on the signature page below, and such service shall constitute good and sufficient service of process and notice thereof. The undersigned hereby waives any right to a trial by jury. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

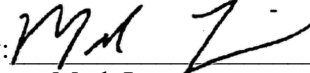
This letter agreement (and, for the avoidance of doubt, the Lock-Up Period) shall automatically terminate and be of no further force and effect, and the undersigned shall be released from all obligations hereunder, upon the earlier to occur of (i) February 15, 2022, if the Underwriting Agreement has not been executed by that date, (ii) the Company informing the Representatives or the undersigned that it has determined not to proceed with the Offering, (iii) a Representative informing the Company or the undersigned that the Representatives have determined not to proceed with the Offering, (iv) the Company withdrawing the Registration Statement, and (v) the Underwriting Agreement (other than the provisions thereof that survive termination) terminating prior to payment for and delivery of the ADSs.

This letter agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com) or [www.echosign.com](http://www.echosign.com)) or other transmission method and any copy so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows]

Very truly yours,

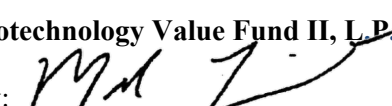
**Biotechnology Value Fund, L.P.**

By: 

Name: Mark Lampert

Title: Chief Executive Officer BVF I GP LLC,  
itself General Partner of Biotechnology Value  
Fund, L.P.


**Biotechnology Value Fund II, L.P.**

By: 

Name: Mark Lampert

Title: Chief Executive Officer BVF II GP LLC,  
itself General Partner of Biotechnology Value  
Fund II, L.P.

**Biotechnology Value Trading Fund OS LP**

By: 

Name: Mark Lampert

Title: President BVF Inc., General Partner of  
BVF Partners L.P., itself sole member of BVF  
Partners OS Ltd., itself GP of Biotechnology  
Value Trading Fund OS LP


**Investment 10, L.L.C.**

By: 

Name: Mark Lampert

Title: President BVF Inc., General Partner of  
BVF Partners L.P., itself attorney-in-fact for  
Investment 10, L.L.C.

**MSI BVF SPV, L.L.C.**

By: 

Name: Mark Lampert

Title: President BVF Inc., General Partner of  
BVF Partners L.P., itself attorney-in-fact for  
MSI BVF SPV, L.L.C.

*[Signature Page to Lock-Up Agreement]*

## **Lock-Up Agreement**

Dated: December 15, 2021

Evercore Group L.L.C.,  
William Blair & Company, L.L.C.

as Representatives of the several  
Underwriters to be named in the  
within-mentioned Underwriting Agreement

c/o Evercore Group L.L.C.  
55 East 52<sup>nd</sup> Street  
New York, New York 10055

c/o William Blair & Company, L.L.C.  
150 North Riverside Plaza  
Chicago, Illinois 60606

Re: Proposed Public Offering by Bionomics Limited

Dear Sirs:

The undersigned, a shareholder and an officer and/or director of Bionomics Limited, a public company limited by shares organized under the laws of the Commonwealth of Australia (the “Company”), understands that Evercore Group L.L.C. and William Blair & Company, L.L.C. (the “Representatives”) propose to enter into an Underwriting Agreement (the “Underwriting Agreement”) with the Company providing for the public offering (the “Offering”) of American Depositary Shares (the “ADSs”), each representing 180 ordinary shares, no par value, of the Company (“Ordinary Shares”). In recognition of the benefit that such an offering will confer upon the undersigned as a stockholder and an officer and/or director of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each underwriter to be named in the Underwriting Agreement that, during the period beginning on the date hereof and ending on the date that is 180 days from the date of the Underwriting Agreement (the “Lock-Up Period”), the undersigned will not, without the prior written consent of the Representatives, (i) directly or indirectly offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any ADSs or Ordinary Shares or any securities convertible into or exercisable or exchangeable for ADSs or Ordinary Shares, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the “Lock-Up Securities”), or exercise any right with respect to the registration of any of the Lock-Up Securities, or file, cause to be filed or cause to be confidentially submitted any registration statement in connection therewith, under the Securities Act of 1933, as amended, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise. If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed Securities the undersigned may purchase in the Offering.

If the undersigned is an officer or director of the Company, (1) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of the Common Stock, the Representatives will notify the Company

of the impending release or waiver, and (2) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (i) the release or waiver is effected solely to permit a transfer not for consideration and (ii) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer the Lock-Up Securities without the prior written consent of the Representatives, provided that (1) in the case of clauses (i) through (iv), (x) the Representatives receive a signed lock-up agreement for the balance of the Lock-Up Period from each donee, trustee, distributee, or transferee, as the case may be, and (y) any such transfer shall not involve a disposition for value, (2) the transfer of Lock-Up Securities does not involve any change in the beneficial ownership of the Lock-Up Securities, (3) such transfers are not required to be reported with the Securities and Exchange Commission or any other regulatory body in any jurisdiction other than filings under Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers, (4) the undersigned hereby agrees to inform the Representative in writing (including details of the transfer and the transferee) within 2 business days when any transfer is made pursuant to clauses (i) through (ix) below, and (5) the undersigned hereby acknowledges and agrees that any such transfer may require public notification (including to the Australian Securities Exchange) and that a copy of this Agreement may be included with such public notification:

- (i) to (x) the undersigned's direct or indirect affiliates (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended), (y) any investment fund or other entity controlling, under common control with, or controlled or managed by the undersigned, or (z) the limited partners, general partners, members, managers, managing members, directors, officers, employees, stockholders or other equity holders of the undersigned or of the entities described in the preceding clauses (x) and (y);
- (ii) to any corporation, partnership, limited liability company or other entity all of the beneficial ownership interests of which, in each case, are held by the undersigned;
- (iii) to the Company as forfeitures (x) to satisfy tax withholding and remittance obligations of the undersigned in connection with the vesting or exercise of equity awards granted pursuant to the Company's equity incentive plans or (y) pursuant to a net exercise or cashless exercise by the undersigned of outstanding equity awards pursuant to the Company's equity incentive plans, provided that any ADSs or Ordinary Shares received as a result of such exercise, vesting or settlement shall remain subject to the terms of this letter agreement;
- (iv) pursuant to a change of control of the Company (meaning the consummation of any bona fide third-party tender offer, merger, consolidation or other similar transaction made to all holders of ADSs or Ordinary Shares the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of the voting capital stock of the Company or the surviving entity), provided that, in the event that such change of control is not completed, the ADSs and Ordinary Shares owned by the undersigned shall remain subject to the terms of this letter agreement;

- (v) to the Company in connection with the termination of the undersigned's employment or other service with the Company;
- (vi) by operation of law, or pursuant to an order of a court or regulatory agency, including pursuant to a domestic order or divorce settlement; and
- (vii) the deposit of Ordinary Shares with the Company's depository (including any transfer of shares undertaken in connection with the deposit of Ordinary Shares with the Company's depository), in exchange for the issuance of ADSs (or American depository receipts representing such ADSs), or the cancellation of ADSs in exchange for the issuance of Ordinary Shares; provided that such ADSs or Ordinary Shares issued pursuant to this clause (ix) held by the undersigned shall remain subject to the terms of this letter agreement.

Furthermore, the undersigned may sell ADSs of the Company purchased by the undersigned on the open market following the Offering if and only if (i) such sales are not required to be reported in any public report or filing with the Securities and Exchange Commission or any other regulatory body in any jurisdiction other than filings under Section 13 of the Exchange Act and (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding such sales.

Notwithstanding anything to the contrary contained herein, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs or Ordinary Shares, provided that such plan does not provide for any transfers of ADSs or Ordinary Shares during the Lock-Up Period and the entry into such plan is not publicly disclosed, including in any filing under the Exchange Act, during the Lock-Up Period.

Notwithstanding anything to the contrary contained herein, the Underwriters acknowledge and agree that the undersigned may accept a Successful Takeover Bid in relation to Ordinary Shares and further that the Ordinary Shares held by the undersigned or in which the undersigned has a relevant interest may be transferred or cancelled as part of a merger by scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Australia) between the Company and its members or any class of its members. For the purposes of this paragraph, "Successful Takeover Bid" is a Takeover Bid (as defined in the Corporations Act 2001 (Australia) and whether a full bid or a proportionate bid) where the holders of at least 50% of the bid class securities that are not subject to the restrictions in this letter or like restrictions in respect of the bid class securities pursuant to letters substantially in the form of this letter signed or to be signed in favor of the Underwriters by other shareholders of the Company, have accepted the takeover bid.

If in the case of a Takeover Bid:

- (i) the undersigned (including any person registered as the holder of the Ordinary Shares or any of them) has accepted the Takeover Bid in respect of all or any of its Ordinary Shares;
- (ii) the end of the bid period in respect of the Takeover Bid occurs prior to end of the Lock-Up Period; and
- (iii) the Takeover Bid remains subject to any conditions at the end of the bid period in respect of the Takeover Bid,

the Ordinary Shares accepted into the Takeover Bid will again be subject to the terms, conditions and restrictions set out in this letter for the balance of the Lock-Up Period as if the undersigned had not accepted the Takeover Bid.



If in the case of a scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Australia), for any reason the scheme of arrangement does not take effect, the Ordinary Shares not transferred or cancelled under the scheme will again be subject to the terms, conditions and restrictions set out in this letter for the balance of the Lock-Up Period. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Lock-Up Securities except in compliance with the foregoing restrictions.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this letter agreement and that this letter agreement has been duly authorized (if the undersigned is not a natural person), executed and delivered by the undersigned and is a valid and binding agreement of the undersigned. This letter agreement and all authority herein conferred are irrevocable and shall survive the death or incapacity of the undersigned (if a natural person) and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

This letter agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

The undersigned hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan, for the purposes of any suit, action or proceeding arising out of or relating to this letter agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper. The undersigned hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by receiving a copy thereof sent to the undersigned at the address on the signature page below, and such service shall constitute good and sufficient service of process and notice thereof. The undersigned hereby waives any right to a trial by jury. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

This letter agreement (and, for the avoidance of doubt, the Lock-Up Period) shall automatically terminate and be of no further force and effect, and the undersigned shall be released from all obligations hereunder, upon the earlier to occur of (i) February 15, 2022, if the Underwriting Agreement has not been executed by that date, (ii) the Company informing the Representatives or the undersigned that it has determined not to proceed with the Offering, (iii) a Representative informing the Company or the undersigned that the Representatives have determined not to proceed with the Offering, (iv) the Company withdrawing the Registration Statement, and (v) the Underwriting Agreement (other than the provisions thereof that survive termination) terminating prior to payment for and delivery of the ADSs.

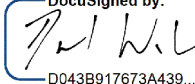
This letter agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com) or [www.echosign.com](http://www.echosign.com)) or other transmission method and any copy so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows]

Very truly yours,

David wilson

Name

DocuSigned by:  
  
D043B917673A439...  
(Signature)

Address: 14 Eaton Park Road, Cobham, Surrey KT11 2JH UK

## **Lock-Up Agreement**

Dated: December 15, 2021

Evercore Group L.L.C.,  
William Blair & Company, L.L.C.

as Representatives of the several  
Underwriters to be named in the  
within-mentioned Underwriting Agreement

c/o Evercore Group L.L.C.  
55 East 52<sup>nd</sup> Street  
New York, New York 10055

c/o William Blair & Company, L.L.C.  
150 North Riverside Plaza  
Chicago, Illinois 60606

Re: Proposed Public Offering by Bionomics Limited

Dear Sirs:

The undersigned, a shareholder and an officer and/or director of Bionomics Limited, a public company limited by shares organized under the laws of the Commonwealth of Australia (the “Company”), understands that Evercore Group L.L.C. and William Blair & Company, L.L.C. (the “Representatives”) propose to enter into an Underwriting Agreement (the “Underwriting Agreement”) with the Company providing for the public offering (the “Offering”) of American Depositary Shares (the “ADSs”), each representing 180 ordinary shares, no par value, of the Company (“Ordinary Shares”). In recognition of the benefit that such an offering will confer upon the undersigned as a stockholder and an officer and/or director of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each underwriter to be named in the Underwriting Agreement that, during the period beginning on the date hereof and ending on the date that is 180 days from the date of the Underwriting Agreement (the “Lock-Up Period”), the undersigned will not, without the prior written consent of the Representatives, (i) directly or indirectly offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any ADSs or Ordinary Shares or any securities convertible into or exercisable or exchangeable for ADSs or Ordinary Shares, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the “Lock-Up Securities”), or exercise any right with respect to the registration of any of the Lock-Up Securities, or file, cause to be filed or cause to be confidentially submitted any registration statement in connection therewith, under the Securities Act of 1933, as amended, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise. If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed Securities the undersigned may purchase in the Offering.

If the undersigned is an officer or director of the Company, (1) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of the Common Stock, the Representatives will notify the Company

of the impending release or waiver, and (2) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (i) the release or waiver is effected solely to permit a transfer not for consideration and (ii) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer the Lock-Up Securities without the prior written consent of the Representatives, provided that (1) in the case of clauses (i) through (iv), (x) the Representatives receive a signed lock-up agreement for the balance of the Lock-Up Period from each donee, trustee, distributee, or transferee, as the case may be, and (y) any such transfer shall not involve a disposition for value, (2) the transfer of Lock-Up Securities does not involve any change in the beneficial ownership of the Lock-Up Securities, (3) such transfers are not required to be reported with the Securities and Exchange Commission or any other regulatory body in any jurisdiction other than filings under Section 13 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers, (4) the undersigned hereby agrees to inform the Representative in writing (including details of the transfer and the transferee) within 2 business days when any transfer is made pursuant to clauses (i) through (ix) below, and (5) the undersigned hereby acknowledges and agrees that any such transfer may require public notification (including to the Australian Securities Exchange) and that a copy of this Agreement may be included with such public notification:

- (i) to (x) the undersigned’s direct or indirect affiliates (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended), (y) any investment fund or other entity controlling, under common control with, or controlled or managed by the undersigned, or (z) the limited partners, general partners, members, managers, managing members, directors, officers, employees, stockholders or other equity holders of the undersigned or of the entities described in the preceding clauses (x) and (y);
- (ii) to any corporation, partnership, limited liability company or other entity all of the beneficial ownership interests of which, in each case, are held by the undersigned;
- (iii) to the Company as forfeitures (x) to satisfy tax withholding and remittance obligations of the undersigned in connection with the vesting or exercise of equity awards granted pursuant to the Company’s equity incentive plans or (y) pursuant to a net exercise or cashless exercise by the undersigned of outstanding equity awards pursuant to the Company’s equity incentive plans, provided that any ADSs or Ordinary Shares received as a result of such exercise, vesting or settlement shall remain subject to the terms of this letter agreement;
- (iv) pursuant to a change of control of the Company (meaning the consummation of any bona fide third-party tender offer, merger, consolidation or other similar transaction made to all holders of ADSs or Ordinary Shares the result of which is that any “person” (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of the voting capital stock of the Company or the surviving entity), provided that, in the event that such change of control is not completed, the ADSs and Ordinary Shares owned by the undersigned shall remain subject to the terms of this letter agreement;

- (v) to the Company in connection with the termination of the undersigned's employment or other service with the Company;
- (vi) by operation of law, or pursuant to an order of a court or regulatory agency, including pursuant to a domestic order or divorce settlement; and
- (vii) the deposit of Ordinary Shares with the Company's depository (including any transfer of shares undertaken in connection with the deposit of Ordinary Shares with the Company's depository), in exchange for the issuance of ADSs (or American depository receipts representing such ADSs), or the cancellation of ADSs in exchange for the issuance of Ordinary Shares; provided that such ADSs or Ordinary Shares issued pursuant to this clause (ix) held by the undersigned shall remain subject to the terms of this letter agreement.

Furthermore, the undersigned may sell ADSs of the Company purchased by the undersigned on the open market following the Offering if and only if (i) such sales are not required to be reported in any public report or filing with the Securities and Exchange Commission or any other regulatory body in any jurisdiction other than filings under Section 13 of the Exchange Act and (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding such sales.

Notwithstanding anything to the contrary contained herein, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs or Ordinary Shares, provided that such plan does not provide for any transfers of ADSs or Ordinary Shares during the Lock-Up Period and the entry into such plan is not publicly disclosed, including in any filing under the Exchange Act, during the Lock-Up Period.

Notwithstanding anything to the contrary contained herein, the Underwriters acknowledge and agree that the undersigned may accept a Successful Takeover Bid in relation to Ordinary Shares and further that the Ordinary Shares held by the undersigned or in which the undersigned has a relevant interest may be transferred or cancelled as part of a merger by scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Australia) between the Company and its members or any class of its members. For the purposes of this paragraph, "Successful Takeover Bid" is a Takeover Bid (as defined in the Corporations Act 2001 (Australia) and whether a full bid or a proportionate bid) where the holders of at least 50% of the bid class securities that are not subject to the restrictions in this letter or like restrictions in respect of the bid class securities pursuant to letters substantially in the form of this letter signed or to be signed in favor of the Underwriters by other shareholders of the Company, have accepted the takeover bid.

If in the case of a Takeover Bid:

- (i) the undersigned (including any person registered as the holder of the Ordinary Shares or any of them) has accepted the Takeover Bid in respect of all or any of its Ordinary Shares;
- (ii) the end of the bid period in respect of the Takeover Bid occurs prior to end of the Lock-Up Period; and
- (iii) the Takeover Bid remains subject to any conditions at the end of the bid period in respect of the Takeover Bid,

the Ordinary Shares accepted into the Takeover Bid will again be subject to the terms, conditions and restrictions set out in this letter for the balance of the Lock-Up Period as if the undersigned had not accepted the Takeover Bid.

If in the case of a scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Australia), for any reason the scheme of arrangement does not take effect, the Ordinary Shares not transferred or cancelled under the scheme will again be subject to the terms, conditions and restrictions set out in this letter for the balance of the Lock-Up Period. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Lock-Up Securities except in compliance with the foregoing restrictions.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this letter agreement and that this letter agreement has been duly authorized (if the undersigned is not a natural person), executed and delivered by the undersigned and is a valid and binding agreement of the undersigned. This letter agreement and all authority herein conferred are irrevocable and shall survive the death or incapacity of the undersigned (if a natural person) and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

This letter agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

The undersigned hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan, for the purposes of any suit, action or proceeding arising out of or relating to this letter agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper. The undersigned hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by receiving a copy thereof sent to the undersigned at the address on the signature page below, and such service shall constitute good and sufficient service of process and notice thereof. The undersigned hereby waives any right to a trial by jury. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

This letter agreement (and, for the avoidance of doubt, the Lock-Up Period) shall automatically terminate and be of no further force and effect, and the undersigned shall be released from all obligations hereunder, upon the earlier to occur of (i) February 15, 2022, if the Underwriting Agreement has not been executed by that date, (ii) the Company informing the Representatives or the undersigned that it has determined not to proceed with the Offering, (iii) a Representative informing the Company or the undersigned that the Representatives have determined not to proceed with the Offering, (iv) the Company withdrawing the Registration Statement, and (v) the Underwriting Agreement (other than the provisions thereof that survive termination) terminating prior to payment for and delivery of the ADSs.


This letter agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com) or [www.echosign.com](http://www.echosign.com)) or other transmission method and any copy so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows]

Very truly yours,

ERROL DE SOUZA

Name

DocuSigned by:  
  
1AFEEB4D588C450...  
(Signature)

Address: 6 Berkeley Street, Cambridge, MA 02138, USA



## **Lock-Up Agreement**

Dated: December 15, 2021

Evercore Group L.L.C.,  
William Blair & Company, L.L.C.

as Representatives of the several  
Underwriters to be named in the  
within-mentioned Underwriting Agreement

c/o Evercore Group L.L.C.  
55 East 52<sup>nd</sup> Street  
New York, New York 10055

c/o William Blair & Company, L.L.C.  
150 North Riverside Plaza  
Chicago, Illinois 60606

Re: Proposed Public Offering by Bionomics Limited

Dear Sirs:

The undersigned, a shareholder and an officer and/or director of Bionomics Limited, a public company limited by shares organized under the laws of the Commonwealth of Australia (the “Company”), understands that Evercore Group L.L.C. and William Blair & Company, L.L.C. (the “Representatives”) propose to enter into an Underwriting Agreement (the “Underwriting Agreement”) with the Company providing for the public offering (the “Offering”) of American Depositary Shares (the “ADSs”), each representing 180 ordinary shares, no par value, of the Company (“Ordinary Shares”). In recognition of the benefit that such an offering will confer upon the undersigned as a stockholder and an officer and/or director of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each underwriter to be named in the Underwriting Agreement that, during the period beginning on the date hereof and ending on the date that is 180 days from the date of the Underwriting Agreement (the “Lock-Up Period”), the undersigned will not, without the prior written consent of the Representatives, (i) directly or indirectly offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any ADSs or Ordinary Shares or any securities convertible into or exercisable or exchangeable for ADSs or Ordinary Shares, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the “Lock-Up Securities”), or exercise any right with respect to the registration of any of the Lock-Up Securities, or file, cause to be filed or cause to be confidentially submitted any registration statement in connection therewith, under the Securities Act of 1933, as amended, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise. If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed Securities the undersigned may purchase in the Offering.

If the undersigned is an officer or director of the Company, (1) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of the Common Stock, the Representatives will notify the Company



of the impending release or waiver, and (2) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (i) the release or waiver is effected solely to permit a transfer not for consideration and (ii) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer the Lock-Up Securities without the prior written consent of the Representatives, provided that (1) in the case of clauses (i) through (iv), (x) the Representatives receive a signed lock-up agreement for the balance of the Lock-Up Period from each donee, trustee, distributee, or transferee, as the case may be, and (y) any such transfer shall not involve a disposition for value, (2) the transfer of Lock-Up Securities does not involve any change in the beneficial ownership of the Lock-Up Securities, (3) such transfers are not required to be reported with the Securities and Exchange Commission or any other regulatory body in any jurisdiction other than filings under Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers, (4) the undersigned hereby agrees to inform the Representative in writing (including details of the transfer and the transferee) within 2 business days when any transfer is made pursuant to clauses (i) through (ix) below, and (5) the undersigned hereby acknowledges and agrees that any such transfer may require public notification (including to the Australian Securities Exchange) and that a copy of this Agreement may be included with such public notification:

- (i) to (x) the undersigned's direct or indirect affiliates (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended), (y) any investment fund or other entity controlling, under common control with, or controlled or managed by the undersigned, or (z) the limited partners, general partners, members, managers, managing members, directors, officers, employees, stockholders or other equity holders of the undersigned or of the entities described in the preceding clauses (x) and (y);
- (ii) to any corporation, partnership, limited liability company or other entity all of the beneficial ownership interests of which, in each case, are held by the undersigned;
- (iii) to the Company as forfeitures (x) to satisfy tax withholding and remittance obligations of the undersigned in connection with the vesting or exercise of equity awards granted pursuant to the Company's equity incentive plans or (y) pursuant to a net exercise or cashless exercise by the undersigned of outstanding equity awards pursuant to the Company's equity incentive plans, provided that any ADSs or Ordinary Shares received as a result of such exercise, vesting or settlement shall remain subject to the terms of this letter agreement;
- (iv) pursuant to a change of control of the Company (meaning the consummation of any bona fide third-party tender offer, merger, consolidation or other similar transaction made to all holders of ADSs or Ordinary Shares the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of the voting capital stock of the Company or the surviving entity), provided that, in the event that such change of control is not completed, the ADSs and Ordinary Shares owned by the undersigned shall remain subject to the terms of this letter agreement;

- (v) to the Company in connection with the termination of the undersigned's employment or other service with the Company;
- (vi) by operation of law, or pursuant to an order of a court or regulatory agency, including pursuant to a domestic order or divorce settlement; and
- (vii) the deposit of Ordinary Shares with the Company's depository (including any transfer of shares undertaken in connection with the deposit of Ordinary Shares with the Company's depository), in exchange for the issuance of ADSs (or American depository receipts representing such ADSs), or the cancellation of ADSs in exchange for the issuance of Ordinary Shares; provided that such ADSs or Ordinary Shares issued pursuant to this clause (ix) held by the undersigned shall remain subject to the terms of this letter agreement.

Furthermore, the undersigned may sell ADSs of the Company purchased by the undersigned on the open market following the Offering if and only if (i) such sales are not required to be reported in any public report or filing with the Securities and Exchange Commission or any other regulatory body in any jurisdiction other than filings under Section 13 of the Exchange Act and (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding such sales.

Notwithstanding anything to the contrary contained herein, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs or Ordinary Shares, provided that such plan does not provide for any transfers of ADSs or Ordinary Shares during the Lock-Up Period and the entry into such plan is not publicly disclosed, including in any filing under the Exchange Act, during the Lock-Up Period.

Notwithstanding anything to the contrary contained herein, the Underwriters acknowledge and agree that the undersigned may accept a Successful Takeover Bid in relation to Ordinary Shares and further that the Ordinary Shares held by the undersigned or in which the undersigned has a relevant interest may be transferred or cancelled as part of a merger by scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Australia) between the Company and its members or any class of its members. For the purposes of this paragraph, "Successful Takeover Bid" is a Takeover Bid (as defined in the Corporations Act 2001 (Australia) and whether a full bid or a proportionate bid) where the holders of at least 50% of the bid class securities that are not subject to the restrictions in this letter or like restrictions in respect of the bid class securities pursuant to letters substantially in the form of this letter signed or to be signed in favor of the Underwriters by other shareholders of the Company, have accepted the takeover bid.

If in the case of a Takeover Bid:

- (i) the undersigned (including any person registered as the holder of the Ordinary Shares or any of them) has accepted the Takeover Bid in respect of all or any of its Ordinary Shares;
- (ii) the end of the bid period in respect of the Takeover Bid occurs prior to end of the Lock-Up Period; and
- (iii) the Takeover Bid remains subject to any conditions at the end of the bid period in respect of the Takeover Bid,

the Ordinary Shares accepted into the Takeover Bid will again be subject to the terms, conditions and restrictions set out in this letter for the balance of the Lock-Up Period as if the undersigned had not accepted the Takeover Bid.

If in the case of a scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Australia), for any reason the scheme of arrangement does not take effect, the Ordinary Shares not transferred or cancelled under the scheme will again be subject to the terms, conditions and restrictions set out in this letter for the balance of the Lock-Up Period. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Lock-Up Securities except in compliance with the foregoing restrictions.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this letter agreement and that this letter agreement has been duly authorized (if the undersigned is not a natural person), executed and delivered by the undersigned and is a valid and binding agreement of the undersigned. This letter agreement and all authority herein conferred are irrevocable and shall survive the death or incapacity of the undersigned (if a natural person) and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

This letter agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

The undersigned hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan, for the purposes of any suit, action or proceeding arising out of or relating to this letter agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper. The undersigned hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by receiving a copy thereof sent to the undersigned at the address on the signature page below, and such service shall constitute good and sufficient service of process and notice thereof. The undersigned hereby waives any right to a trial by jury. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

This letter agreement (and, for the avoidance of doubt, the Lock-Up Period) shall automatically terminate and be of no further force and effect, and the undersigned shall be released from all obligations hereunder, upon the earlier to occur of (i) February 15, 2022, if the Underwriting Agreement has not been executed by that date, (ii) the Company informing the Representatives or the undersigned that it has determined not to proceed with the Offering, (iii) a Representative informing the Company or the undersigned that the Representatives have determined not to proceed with the Offering, (iv) the Company withdrawing the Registration Statement, and (v) the Underwriting Agreement (other than the provisions thereof that survive termination) terminating prior to payment for and delivery of the ADSs.


This letter agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com) or [www.echosign.com](http://www.echosign.com)) or other transmission method and any copy so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows]

Very truly yours,

Elizabeth Doolin

\_\_\_\_\_  
Name

DocuSigned by:  
  
6E4C7F2F9AFC453...  
(Signature) \_\_\_\_\_

Address: 50 Devereux Road, Hazelwood Park, SA 5066, Aust  
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