

Substantial Holders	Tiffany Olson	Tiffany Olson	95,235 Ordinary Shares
Substantial Holders	Forellan Pty Limited	Jann Skinner	595,000 Ordinary Shares
Substantial Holders	Darren Smith	Darren Smith	6,500 Ordinary Shares
Substantial Holders	Darren Patti	Darren Patti	100,000 Ordinary Shares
Substantial Holders	Richard Valeix	Richard Valeix	200,000 Ordinary Shares
Substantial Holders	David Cade	David Cade	373,133 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	
Substantial Holders	17/5/2024	N/A	Non-cash pursuant to lock-up agreements as attached in Annexure A	52,152,624 Ordinary Shares

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	

7. Addresses

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

Name	Address
William Blair	150 North Riverside Plaza, Chicago, Illinois 60606, USA
WBC	150 North Riverside Plaza, Chicago, Illinois 60606, USA

Signature

print name Kevin Eisele capacity Managing Director

sign here



date 17/5/2024

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of a n option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure A**This is Annexure A of 91 page(s) (including this page) referred to in the accompanying Form 603****Signature**

print name	Kevin Eisele	capacity	Managing Director
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sign here		Date	17/5/2024
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May 17, 2024

Jefferies LLC
Morgan Stanley & Co. LLC
Truist Securities, Inc.
William Blair & Company, L.L.C.
As Representatives of the Several Underwriters

c/o Jefferies LLC
520 Madison Avenue
New York, New York 10022

c/o Morgan Stanley & Co. LLC
1585 Broadway Avenue
New York, New York 10036

c/o Truist Securities, Inc.
3333 Peachtree Road NE, 11th Floor
Atlanta, Georgia 30326

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

RE: Telix Pharmaceuticals Limited (the “**Company**”)

Ladies & Gentlemen:

The undersigned is an officer or director of the Company and/or a record or beneficial owner of ordinary shares, no par value per share, of the Company (“**Ordinary Shares**”), American Depositary Shares of the Company (“**ADSs**”), each representing Ordinary Shares, or of securities convertible into or exchangeable or exercisable for ADSs or Ordinary Shares. The Company proposes to conduct a public offering of ADSs (the “**Offering**”) for which Jefferies LLC (“**Jefferies**”), Morgan Stanley & Co. LLC (“**Morgan Stanley**”), Truist Securities, Inc. (“**Truist**”) and William Blair & Company, L.L.C. (“**William Blair**”) will act as the representatives of the underwriters (the “**Representatives**”). The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that the underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the “**Underwriting Agreement**”) and any other underwriting arrangements with the Company with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this letter agreement. Those definitions are a part of this letter agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will use reasonable efforts to cause any Family Member not to), subject to the exceptions set forth in this letter agreement, without the prior written consent of Jefferies, Morgan Stanley, Truist and William Blair, which may withhold their consent in their sole discretion:

- Sell or Offer to Sell any ADSs, Ordinary Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned or such Family Member;
- enter into any Swap;
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration; or
- publicly announce any intention to do any of the foregoing.

The foregoing will not apply to the registration of the offer and sale of the Offered ADSs, and the sale of the Offered ADSs to the underwriters, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to:

- (i) the transfer of ADSs, Ordinary Shares or Related Securities by gift to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (ii) the transfer of ADSs, Ordinary Shares or Related Securities by will or intestate succession to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (iii) transfers or dispositions of ADSs, Ordinary Shares or Related Securities acquired in open market transactions after completion of the Offering; *provided* that no public disclosure or filing under the Exchange Act (other than filings under Section 13 of the Exchange Act (“**Section 13**”)) by any party to the transfer shall be required, or made voluntarily, during the Lock-up Period and, if any Section 13 filing is required during the Lock-up Period, such filing shall clearly indicate the type of transaction giving rise to the change in ownership;
- (iv) transfers of ADSs, Ordinary Shares or Related Securities by operation of law, or pursuant to an order of a court or regulatory agency, including pursuant to a domestic order or divorce settlement; *provided* that (A) if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (iv), and (B) the undersigned does not otherwise voluntarily effect any other public filing or report regarding such transfers during the Restricted Period;
- (v) transfers of the undersigned’s ADSs, Ordinary Shares or Related Securities 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 and such transfer is not for value;
- (vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, the transfer of ADSs, Ordinary Shares or Related Securities made by the undersigned to another corporation, partnership, limited liability company, trust or other business entity so long as the transferee is an Affiliate of the undersigned and such transfer is not for value;
- (vii) the exercise of share options or other performance or share rights to acquire ADSs, Ordinary Shares and/or Related Securities granted under the Company’s equity incentive plans described

in the final prospectus relating to the Offering (the “**Prospectus**”) by the undersigned, and the receipt by the undersigned from the Company of ADSs, Ordinary Shares and/or Related Securities upon such exercise, insofar as such share option or right is outstanding as of the date of the Prospectus, *provided* that the underlying ADSs, Ordinary Shares and/or Related Securities shall continue to be subject to the restrictions on transfer set forth in this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that the filing relates to the exercise of a share option or right and that no ADSs, Ordinary Shares or Related Securities were sold by the reporting person;

- (viii) transfers of ADSs, Ordinary Shares or Related Securities to the Company (A) 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 (B) 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, Ordinary Shares or Related Securities received as a result of such exercise, vesting or settlement shall remain subject to the terms of this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (viii);
- (ix) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, provided that holders of at least 50% of the ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions, and to which offers under the Takeover Bid relate, have accepted the offers made under the Takeover Bid in accordance with the terms of such offers, *provided* that, if for any reason any or all ADSs, Ordinary Shares or Related Securities are not transferred or cancelled in accordance with a Takeover Bid, then the undersigned agrees that the restrictions applying to the ADSs, Ordinary Shares or Related Securities to the Company owned by the undersigned shall remain subject to the terms of this letter agreement;
- (x) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, to the extent necessary to allow the undersigned to tender any of the ADSs, Ordinary Shares or Related Securities into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions have either accepted the Takeover Bid or tendered (and not withdrawn) their ADSs, Ordinary Shares or Related Securities into the bid acceptance facility, *provided*, that in the event that such Takeover Bid is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xi) allow the ADSs, Ordinary Shares or Related Securities to be transferred or cancelled as part of an equal access share buyback (including an equivalent buyback which does not require shareholder approval as a result of a modification by the Australian Securities and Investments Commission of the Corporations Act), a pro-rata capital return, a pro-rata reduction of capital or other similar reorganisation, which has received all necessary approvals, including all necessary approvals by shareholders of the Company and the courts *provided*, that in the event that such aforementioned transactions are not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
or

- (xii) a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between the Company and the holders of ADSs, Ordinary Shares or Related Securities becomes effective in accordance with section 411(10) of the Corporations Act, to the extent necessary to allow the ADSs, Ordinary Shares or Related Securities to be acquired or cancelled under, and on implementation of, that scheme of arrangement, *provided*, that in the event that such scheme of arrangement is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xiii) transfers of ADSs, Ordinary Shares or Related Securities to the Company in connection with the repurchase of such ADSs, Ordinary Shares or Related Securities by the Company upon the termination of the undersigned's employment or other service with the Company pursuant to agreements under which the Company has the option to repurchase such ADSs, Ordinary Shares or Related Securities as in effect as of the date of the Prospectus; or
- (xiv) 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 (x) held by the undersigned shall remain subject to the terms of this letter agreement.

Notwithstanding the foregoing, in the case of any transfer described in clauses (i), (ii), (v) and (vi) above, it shall be a condition to such transfer that:

- each transferee executes and delivers to Jefferies, Morgan Stanley, Truist and William Blair an agreement in form and substance satisfactory to Jefferies, Morgan Stanley, Truist and William Blair stating that such transferee is receiving and holding such ADSs, Ordinary Shares and/or Related Securities subject to the provisions of this letter agreement and agrees not to Sell or Offer to Sell such ADSs, Ordinary Shares and/or Related Securities, engage in any Swap or engage in any other activities restricted under this letter agreement except in accordance with this letter agreement (as if such transferee had been an original signatory hereto); and
- prior to the expiration of the Lock-up Period, no public disclosure or filing under the Exchange Act by any party to the transfer (donor, donee, transferor or transferee) shall be required, or made voluntarily, reporting a reduction in beneficial ownership of ADSs, Ordinary Shares or Related Securities in connection with such transfer.

Furthermore, notwithstanding the restrictions imposed by this letter agreement, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs, Ordinary Shares and/or Related Securities, *provided* that such plan does not provide for any transfers of ADSs, Ordinary Shares and/or Related Securities 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.

In addition, (i) Jefferies, Morgan Stanley, Truist and William Blair agree that, at least seven business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Ordinary Shares or ADSs, Jefferies, Morgan Stanley, Truist and William Blair will notify the Company of the impending release or waiver, and (ii) the Company (in accordance with the provisions of the Underwriting Agreement) will announce the impending release or waiver by ASX announcement at least five business days before the effective date of the release or waiver. Any release or waiver granted by Jefferies, Morgan Stanley, Truist or William Blair hereunder to any such officer or

director shall only be effective five business days after the publication date of such ASX Announcement. The provisions of this paragraph will not apply if both (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter agreement that are applicable to the transferor to the extent and for the duration that such terms remain in effect at the time of the transfer.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or “group” (within the meaning of Section 13(d)(3) of the Exchange Act), other than a natural person, entity or “group” (as described above) that has executed a lock-up agreement in substantially the same form as this letter, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

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 ADSs, Ordinary Shares and/or Related Securities held by the undersigned and the undersigned’s Family Members, if any, except in compliance with the foregoing restrictions.

With respect to the Offering only, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares and/or any Related Securities owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the ADSs. The undersigned will not, and will cause any Family Member not to take, directly or indirectly, any such action.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation between the Company and the underwriters.

If (i) the Company or the Representatives advises the other party or parties, as applicable, in writing that it does not intend to proceed with the Offering, (ii) the Company withdraws the registration statement relating to the Offering, (iii) the Underwriting Agreement is not executed before September 30, 2024 (*provided* that the Company may by written notice to the undersigned extend such date for a period of up to an additional three months in the event that the Underwriting Agreement has not been executed by such date), or (iv) the Underwriting Agreement (other than the provisions thereof that survive termination) terminates or is terminated prior to payment for and delivery of the ADSs, then in each case, this letter agreement shall automatically, and without any action on the part of any other party, terminate and be of no further force and effect, and the undersigned shall automatically be released from the obligations under this letter agreement.

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

The undersigned acknowledges and agrees that the underwriters have not provided any recommendation or investment advice nor have the underwriters solicited any action from the undersigned with respect to the Offering of the ADSs and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned

further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Offering, the Representatives and the other underwriters are not making a recommendation to you to enter into this letter agreement, and nothing set forth in such disclosures is intended to suggest that the Representatives or any underwriter is making such a recommendation.

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 or www.echosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Signature

Andreas Kluge

Printed Name of Person Signing

*(Indicate capacity of person signing if
signing as custodian or trustee, or on behalf
of an entity)*

**Certain Defined Terms
Used in Lock-up Agreement**

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

- “**Affiliate**” shall have the meaning set forth in Rule 405 under the Securities Act.
- “**Call Equivalent Position**” shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.
- “**Corporations Act**” shall mean the Corporations Act 2001 (Australia).
- “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.
- “**Family Member**” shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersigned’s spouse, in each case living in the undersigned’s household or whose principal residence is the undersigned’s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise).
- “**Immediate family member**” as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.
- “**Lock-up Period**” shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 90 days after the date of the Prospectus (as defined in the Underwriting Agreement).
- “**Offered ADS**” shall have the same meaning as set forth in the Underwriting Agreement.
- “**Put Equivalent Position**” shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.
- “**Related Securities**” shall mean any options or warrants or other rights to acquire ADSs or Ordinary Shares or any securities exchangeable or exercisable for or convertible into ADSs or Ordinary Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into ADSs or Ordinary Shares.
- “**Securities Act**” shall mean the Securities Act of 1933, as amended.
- “**Sell or Offer to Sell**” shall mean to:
 - sell, offer to sell, contract to sell or lend,
 - effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position,
 - pledge, hypothecate or grant any security interest in, or
 - in any other way transfer or dispose of,

in each case whether effected directly or indirectly.

- “**Swap**” shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of ADSs, Ordinary Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.
- “**Takeover Bid**” shall have the meaning set forth in the Corporations Act and whether a full bid or a proportionate bid.

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this letter agreement.

May 17, 2024

Jefferies LLC
Morgan Stanley & Co. LLC
Truist Securities, Inc.
William Blair & Company, L.L.C.
As Representatives of the Several Underwriters

c/o Jefferies LLC
520 Madison Avenue
New York, New York 10022

c/o Morgan Stanley & Co. LLC
1585 Broadway Avenue
New York, New York 10036

c/o Truist Securities, Inc.
3333 Peachtree Road NE, 11th Floor
Atlanta, Georgia 30326

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

RE: Telix Pharmaceuticals Limited (the “**Company**”)

Ladies & Gentlemen:

The undersigned is an officer or director of the Company and/or a record or beneficial owner of ordinary shares, no par value per share, of the Company (“**Ordinary Shares**”), American Depositary Shares of the Company (“**ADSs**”), each representing Ordinary Shares, or of securities convertible into or exchangeable or exercisable for ADSs or Ordinary Shares. The Company proposes to conduct a public offering of ADSs (the “**Offering**”) for which Jefferies LLC (“**Jefferies**”), Morgan Stanley & Co. LLC (“**Morgan Stanley**”), Truist Securities, Inc. (“**Truist**”) and William Blair & Company, L.L.C. (“**William Blair**”) will act as the representatives of the underwriters (the “**Representatives**”). The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that the underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the “**Underwriting Agreement**”) and any other underwriting arrangements with the Company with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this letter agreement. Those definitions are a part of this letter agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will use reasonable efforts to cause any Family Member not to), subject to the exceptions set forth in this letter agreement, without the prior written consent of Jefferies, Morgan Stanley, Truist and William Blair, which may withhold their consent in their sole discretion:

- Sell or Offer to Sell any ADSs, Ordinary Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned or such Family Member;
- enter into any Swap;
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration; or
- publicly announce any intention to do any of the foregoing.

The foregoing will not apply to the registration of the offer and sale of the Offered ADSs, and the sale of the Offered ADSs to the underwriters, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to:

- (i) the transfer of ADSs, Ordinary Shares or Related Securities by gift to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (ii) the transfer of ADSs, Ordinary Shares or Related Securities by will or intestate succession to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (iii) transfers or dispositions of ADSs, Ordinary Shares or Related Securities acquired in open market transactions after completion of the Offering; *provided* that no public disclosure or filing under the Exchange Act (other than filings under Section 13 of the Exchange Act (“**Section 13**”)) by any party to the transfer shall be required, or made voluntarily, during the Lock-up Period and, if any Section 13 filing is required during the Lock-up Period, such filing shall clearly indicate the type of transaction giving rise to the change in ownership;
- (iv) transfers of ADSs, Ordinary Shares or Related Securities by operation of law, or pursuant to an order of a court or regulatory agency, including pursuant to a domestic order or divorce settlement; *provided* that (A) if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (iv), and (B) the undersigned does not otherwise voluntarily effect any other public filing or report regarding such transfers during the Restricted Period;
- (v) transfers of the undersigned’s ADSs, Ordinary Shares or Related Securities 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 and such transfer is not for value;
- (vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, the transfer of ADSs, Ordinary Shares or Related Securities made by the undersigned to another corporation, partnership, limited liability company, trust or other business entity so long as the transferee is an Affiliate of the undersigned and such transfer is not for value;
- (vii) the exercise of share options or other performance or share rights to acquire ADSs, Ordinary Shares and/or Related Securities granted under the Company’s equity incentive plans described

in the final prospectus relating to the Offering (the “**Prospectus**”) by the undersigned, and the receipt by the undersigned from the Company of ADSs, Ordinary Shares and/or Related Securities upon such exercise, insofar as such share option or right is outstanding as of the date of the Prospectus, *provided* that the underlying ADSs, Ordinary Shares and/or Related Securities shall continue to be subject to the restrictions on transfer set forth in this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that the filing relates to the exercise of a share option or right and that no ADSs, Ordinary Shares or Related Securities were sold by the reporting person;

- (viii) transfers of ADSs, Ordinary Shares or Related Securities to the Company (A) 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 (B) 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, Ordinary Shares or Related Securities received as a result of such exercise, vesting or settlement shall remain subject to the terms of this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (viii);
- (ix) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, provided that holders of at least 50% of the ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions, and to which offers under the Takeover Bid relate, have accepted the offers made under the Takeover Bid in accordance with the terms of such offers, *provided* that, if for any reason any or all ADSs, Ordinary Shares or Related Securities are not transferred or cancelled in accordance with a Takeover Bid, then the undersigned agrees that the restrictions applying to the ADSs, Ordinary Shares or Related Securities to the Company owned by the undersigned shall remain subject to the terms of this letter agreement;
- (x) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, to the extent necessary to allow the undersigned to tender any of the ADSs, Ordinary Shares or Related Securities into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions have either accepted the Takeover Bid or tendered (and not withdrawn) their ADSs, Ordinary Shares or Related Securities into the bid acceptance facility, *provided*, that in the event that such Takeover Bid is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xi) allow the ADSs, Ordinary Shares or Related Securities to be transferred or cancelled as part of an equal access share buyback (including an equivalent buyback which does not require shareholder approval as a result of a modification by the Australian Securities and Investments Commission of the Corporations Act), a pro-rata capital return, a pro-rata reduction of capital or other similar reorganisation, which has received all necessary approvals, including all necessary approvals by shareholders of the Company and the courts *provided*, that in the event that such aforementioned transactions are not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
or

- (xii) a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between the Company and the holders of ADSs, Ordinary Shares or Related Securities becomes effective in accordance with section 411(10) of the Corporations Act, to the extent necessary to allow the ADSs, Ordinary Shares or Related Securities to be acquired or cancelled under, and on implementation of, that scheme of arrangement, *provided*, that in the event that such scheme of arrangement is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xiii) transfers of ADSs, Ordinary Shares or Related Securities to the Company in connection with the repurchase of such ADSs, Ordinary Shares or Related Securities by the Company upon the termination of the undersigned's employment or other service with the Company pursuant to agreements under which the Company has the option to repurchase such ADSs, Ordinary Shares or Related Securities as in effect as of the date of the Prospectus; or
- (xiv) 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 (x) held by the undersigned shall remain subject to the terms of this letter agreement.

Notwithstanding the foregoing, in the case of any transfer described in clauses (i), (ii), (v) and (vi) above, it shall be a condition to such transfer that:

- each transferee executes and delivers to Jefferies, Morgan Stanley, Truist and William Blair an agreement in form and substance satisfactory to Jefferies, Morgan Stanley, Truist and William Blair stating that such transferee is receiving and holding such ADSs, Ordinary Shares and/or Related Securities subject to the provisions of this letter agreement and agrees not to Sell or Offer to Sell such ADSs, Ordinary Shares and/or Related Securities, engage in any Swap or engage in any other activities restricted under this letter agreement except in accordance with this letter agreement (as if such transferee had been an original signatory hereto); and
- prior to the expiration of the Lock-up Period, no public disclosure or filing under the Exchange Act by any party to the transfer (donor, donee, transferor or transferee) shall be required, or made voluntarily, reporting a reduction in beneficial ownership of ADSs, Ordinary Shares or Related Securities in connection with such transfer.

Furthermore, notwithstanding the restrictions imposed by this letter agreement, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs, Ordinary Shares and/or Related Securities, *provided* that such plan does not provide for any transfers of ADSs, Ordinary Shares and/or Related Securities 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.

In addition, (i) Jefferies, Morgan Stanley, Truist and William Blair agree that, at least seven business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Ordinary Shares or ADSs, Jefferies, Morgan Stanley, Truist and William Blair will notify the Company of the impending release or waiver, and (ii) the Company (in accordance with the provisions of the Underwriting Agreement) will announce the impending release or waiver by ASX announcement at least five business days before the effective date of the release or waiver. Any release or waiver granted by Jefferies, Morgan Stanley, Truist or William Blair hereunder to any such officer or

director shall only be effective five business days after the publication date of such ASX Announcement. The provisions of this paragraph will not apply if both (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter agreement that are applicable to the transferor to the extent and for the duration that such terms remain in effect at the time of the transfer.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or “group” (within the meaning of Section 13(d)(3) of the Exchange Act), other than a natural person, entity or “group” (as described above) that has executed a lock-up agreement in substantially the same form as this letter, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

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 ADSs, Ordinary Shares and/or Related Securities held by the undersigned and the undersigned’s Family Members, if any, except in compliance with the foregoing restrictions.

With respect to the Offering only, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares and/or any Related Securities owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the ADSs. The undersigned will not, and will cause any Family Member not to take, directly or indirectly, any such action.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation between the Company and the underwriters.

If (i) the Company or the Representatives advises the other party or parties, as applicable, in writing that it does not intend to proceed with the Offering, (ii) the Company withdraws the registration statement relating to the Offering, (iii) the Underwriting Agreement is not executed before September 30, 2024 (*provided* that the Company may by written notice to the undersigned extend such date for a period of up to an additional three months in the event that the Underwriting Agreement has not been executed by such date), or (iv) the Underwriting Agreement (other than the provisions thereof that survive termination) terminates or is terminated prior to payment for and delivery of the ADSs, then in each case, this letter agreement shall automatically, and without any action on the part of any other party, terminate and be of no further force and effect, and the undersigned shall automatically be released from the obligations under this letter agreement.

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

The undersigned acknowledges and agrees that the underwriters have not provided any recommendation or investment advice nor have the underwriters solicited any action from the undersigned with respect to the Offering of the ADSs and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned

further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Offering, the Representatives and the other underwriters are not making a recommendation to you to enter into this letter agreement, and nothing set forth in such disclosures is intended to suggest that the Representatives or any underwriter is making such a recommendation.

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 or www.echosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Signature

Christian Behrenbruch

Printed Name of Person Signing

*(Indicate capacity of person signing if
signing as custodian or trustee, or on behalf
of an entity)*

**Certain Defined Terms
Used in Lock-up Agreement**

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

- “**Affiliate**” shall have the meaning set forth in Rule 405 under the Securities Act.
- “**Call Equivalent Position**” shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.
- “**Corporations Act**” shall mean the Corporations Act 2001 (Australia).
- “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.
- “**Family Member**” shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersigned’s spouse, in each case living in the undersigned’s household or whose principal residence is the undersigned’s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise).
- “**Immediate family member**” as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.
- “**Lock-up Period**” shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 90 days after the date of the Prospectus (as defined in the Underwriting Agreement).
- “**Offered ADS**” shall have the same meaning as set forth in the Underwriting Agreement.
- “**Put Equivalent Position**” shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.
- “**Related Securities**” shall mean any options or warrants or other rights to acquire ADSs or Ordinary Shares or any securities exchangeable or exercisable for or convertible into ADSs or Ordinary Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into ADSs or Ordinary Shares.
- “**Securities Act**” shall mean the Securities Act of 1933, as amended.
- “**Sell or Offer to Sell**” shall mean to:
 - sell, offer to sell, contract to sell or lend,
 - effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position,
 - pledge, hypothecate or grant any security interest in, or
 - in any other way transfer or dispose of,

in each case whether effected directly or indirectly.

- “**Swap**” shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of ADSs, Ordinary Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.
- “**Takeover Bid**” shall have the meaning set forth in the Corporations Act and whether a full bid or a proportionate bid.

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this letter agreement.

May 17, 2024

Jefferies LLC
Morgan Stanley & Co. LLC
Truist Securities, Inc.
William Blair & Company, L.L.C.
As Representatives of the Several Underwriters

c/o Jefferies LLC
520 Madison Avenue
New York, New York 10022

c/o Morgan Stanley & Co. LLC
1585 Broadway Avenue
New York, New York 10036

c/o Truist Securities, Inc.
3333 Peachtree Road NE, 11th Floor
Atlanta, Georgia 30326

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

RE: Telix Pharmaceuticals Limited (the “**Company**”)

Ladies & Gentlemen:

The undersigned is an officer or director of the Company and/or a record or beneficial owner of ordinary shares, no par value per share, of the Company (“**Ordinary Shares**”), American Depositary Shares of the Company (“**ADSs**”), each representing Ordinary Shares, or of securities convertible into or exchangeable or exercisable for ADSs or Ordinary Shares. The Company proposes to conduct a public offering of ADSs (the “**Offering**”) for which Jefferies LLC (“**Jefferies**”), Morgan Stanley & Co. LLC (“**Morgan Stanley**”), Truist Securities, Inc. (“**Truist**”) and William Blair & Company, L.L.C. (“**William Blair**”) will act as the representatives of the underwriters (the “**Representatives**”). The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that the underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the “**Underwriting Agreement**”) and any other underwriting arrangements with the Company with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this letter agreement. Those definitions are a part of this letter agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will use reasonable efforts to cause any Family Member not to), subject to the exceptions set forth in this letter agreement, without the prior written consent of Jefferies, Morgan Stanley, Truist and William Blair, which may withhold their consent in their sole discretion:

- Sell or Offer to Sell any ADSs, Ordinary Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned or such Family Member;
- enter into any Swap;
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration; or
- publicly announce any intention to do any of the foregoing.

The foregoing will not apply to the registration of the offer and sale of the Offered ADSs, and the sale of the Offered ADSs to the underwriters, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to:

- (i) the transfer of ADSs, Ordinary Shares or Related Securities by gift to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (ii) the transfer of ADSs, Ordinary Shares or Related Securities by will or intestate succession to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (iii) transfers or dispositions of ADSs, Ordinary Shares or Related Securities acquired in open market transactions after completion of the Offering; *provided* that no public disclosure or filing under the Exchange Act (other than filings under Section 13 of the Exchange Act (“**Section 13**”)) by any party to the transfer shall be required, or made voluntarily, during the Lock-up Period and, if any Section 13 filing is required during the Lock-up Period, such filing shall clearly indicate the type of transaction giving rise to the change in ownership;
- (iv) transfers of ADSs, Ordinary Shares or Related Securities by operation of law, or pursuant to an order of a court or regulatory agency, including pursuant to a domestic order or divorce settlement; *provided* that (A) if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (iv), and (B) the undersigned does not otherwise voluntarily effect any other public filing or report regarding such transfers during the Restricted Period;
- (v) transfers of the undersigned’s ADSs, Ordinary Shares or Related Securities 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 and such transfer is not for value;
- (vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, the transfer of ADSs, Ordinary Shares or Related Securities made by the undersigned to another corporation, partnership, limited liability company, trust or other business entity so long as the transferee is an Affiliate of the undersigned and such transfer is not for value;
- (vii) the exercise of share options or other performance or share rights to acquire ADSs, Ordinary Shares and/or Related Securities granted under the Company’s equity incentive plans described

in the final prospectus relating to the Offering (the “**Prospectus**”) by the undersigned, and the receipt by the undersigned from the Company of ADSs, Ordinary Shares and/or Related Securities upon such exercise, insofar as such share option or right is outstanding as of the date of the Prospectus, *provided* that the underlying ADSs, Ordinary Shares and/or Related Securities shall continue to be subject to the restrictions on transfer set forth in this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that the filing relates to the exercise of a share option or right and that no ADSs, Ordinary Shares or Related Securities were sold by the reporting person;

- (viii) transfers of ADSs, Ordinary Shares or Related Securities to the Company (A) 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 (B) 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, Ordinary Shares or Related Securities received as a result of such exercise, vesting or settlement shall remain subject to the terms of this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (viii);
- (ix) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, provided that holders of at least 50% of the ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions, and to which offers under the Takeover Bid relate, have accepted the offers made under the Takeover Bid in accordance with the terms of such offers, *provided* that, if for any reason any or all ADSs, Ordinary Shares or Related Securities are not transferred or cancelled in accordance with a Takeover Bid, then the undersigned agrees that the restrictions applying to the ADSs, Ordinary Shares or Related Securities to the Company owned by the undersigned shall remain subject to the terms of this letter agreement;
- (x) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, to the extent necessary to allow the undersigned to tender any of the ADSs, Ordinary Shares or Related Securities into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions have either accepted the Takeover Bid or tendered (and not withdrawn) their ADSs, Ordinary Shares or Related Securities into the bid acceptance facility, *provided*, that in the event that such Takeover Bid is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xi) allow the ADSs, Ordinary Shares or Related Securities to be transferred or cancelled as part of an equal access share buyback (including an equivalent buyback which does not require shareholder approval as a result of a modification by the Australian Securities and Investments Commission of the Corporations Act), a pro-rata capital return, a pro-rata reduction of capital or other similar reorganisation, which has received all necessary approvals, including all necessary approvals by shareholders of the Company and the courts *provided*, that in the event that such aforementioned transactions are not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
or

- (xii) a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between the Company and the holders of ADSs, Ordinary Shares or Related Securities becomes effective in accordance with section 411(10) of the Corporations Act, to the extent necessary to allow the ADSs, Ordinary Shares or Related Securities to be acquired or cancelled under, and on implementation of, that scheme of arrangement, *provided*, that in the event that such scheme of arrangement is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xiii) transfers of ADSs, Ordinary Shares or Related Securities to the Company in connection with the repurchase of such ADSs, Ordinary Shares or Related Securities by the Company upon the termination of the undersigned's employment or other service with the Company pursuant to agreements under which the Company has the option to repurchase such ADSs, Ordinary Shares or Related Securities as in effect as of the date of the Prospectus; or
- (xiv) 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 (x) held by the undersigned shall remain subject to the terms of this letter agreement.

Notwithstanding the foregoing, in the case of any transfer described in clauses (i), (ii), (v) and (vi) above, it shall be a condition to such transfer that:

- each transferee executes and delivers to Jefferies, Morgan Stanley, Truist and William Blair an agreement in form and substance satisfactory to Jefferies, Morgan Stanley, Truist and William Blair stating that such transferee is receiving and holding such ADSs, Ordinary Shares and/or Related Securities subject to the provisions of this letter agreement and agrees not to Sell or Offer to Sell such ADSs, Ordinary Shares and/or Related Securities, engage in any Swap or engage in any other activities restricted under this letter agreement except in accordance with this letter agreement (as if such transferee had been an original signatory hereto); and
- prior to the expiration of the Lock-up Period, no public disclosure or filing under the Exchange Act by any party to the transfer (donor, donee, transferor or transferee) shall be required, or made voluntarily, reporting a reduction in beneficial ownership of ADSs, Ordinary Shares or Related Securities in connection with such transfer.

Furthermore, notwithstanding the restrictions imposed by this letter agreement, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs, Ordinary Shares and/or Related Securities, *provided* that such plan does not provide for any transfers of ADSs, Ordinary Shares and/or Related Securities 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.

In addition, (i) Jefferies, Morgan Stanley, Truist and William Blair agree that, at least seven business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Ordinary Shares or ADSs, Jefferies, Morgan Stanley, Truist and William Blair will notify the Company of the impending release or waiver, and (ii) the Company (in accordance with the provisions of the Underwriting Agreement) will announce the impending release or waiver by ASX announcement at least five business days before the effective date of the release or waiver. Any release or waiver granted by Jefferies, Morgan Stanley, Truist or William Blair hereunder to any such officer or

director shall only be effective five business days after the publication date of such ASX Announcement. The provisions of this paragraph will not apply if both (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter agreement that are applicable to the transferor to the extent and for the duration that such terms remain in effect at the time of the transfer.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or “group” (within the meaning of Section 13(d)(3) of the Exchange Act), other than a natural person, entity or “group” (as described above) that has executed a lock-up agreement in substantially the same form as this letter, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

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 ADSs, Ordinary Shares and/or Related Securities held by the undersigned and the undersigned’s Family Members, if any, except in compliance with the foregoing restrictions.

With respect to the Offering only, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares and/or any Related Securities owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the ADSs. The undersigned will not, and will cause any Family Member not to take, directly or indirectly, any such action.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation between the Company and the underwriters.

If (i) the Company or the Representatives advises the other party or parties, as applicable, in writing that it does not intend to proceed with the Offering, (ii) the Company withdraws the registration statement relating to the Offering, (iii) the Underwriting Agreement is not executed before September 30, 2024 (*provided* that the Company may by written notice to the undersigned extend such date for a period of up to an additional three months in the event that the Underwriting Agreement has not been executed by such date), or (iv) the Underwriting Agreement (other than the provisions thereof that survive termination) terminates or is terminated prior to payment for and delivery of the ADSs, then in each case, this letter agreement shall automatically, and without any action on the part of any other party, terminate and be of no further force and effect, and the undersigned shall automatically be released from the obligations under this letter agreement.

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

The undersigned acknowledges and agrees that the underwriters have not provided any recommendation or investment advice nor have the underwriters solicited any action from the undersigned with respect to the Offering of the ADSs and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned

further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Offering, the Representatives and the other underwriters are not making a recommendation to you to enter into this letter agreement, and nothing set forth in such disclosures is intended to suggest that the Representatives or any underwriter is making such a recommendation.

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 or www.echosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Signature

David Cade

Printed Name of Person Signing

*(Indicate capacity of person signing if
signing as custodian or trustee, or on behalf
of an entity)*

**Certain Defined Terms
Used in Lock-up Agreement**

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

- “**Affiliate**” shall have the meaning set forth in Rule 405 under the Securities Act.
- “**Call Equivalent Position**” shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.
- “**Corporations Act**” shall mean the Corporations Act 2001 (Australia).
- “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.
- “**Family Member**” shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersigned’s spouse, in each case living in the undersigned’s household or whose principal residence is the undersigned’s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise).
- “**Immediate family member**” as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.
- “**Lock-up Period**” shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 90 days after the date of the Prospectus (as defined in the Underwriting Agreement).
- “**Offered ADS**” shall have the same meaning as set forth in the Underwriting Agreement.
- “**Put Equivalent Position**” shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.
- “**Related Securities**” shall mean any options or warrants or other rights to acquire ADSs or Ordinary Shares or any securities exchangeable or exercisable for or convertible into ADSs or Ordinary Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into ADSs or Ordinary Shares.
- “**Securities Act**” shall mean the Securities Act of 1933, as amended.
- “**Sell or Offer to Sell**” shall mean to:
 - sell, offer to sell, contract to sell or lend,
 - effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position,
 - pledge, hypothecate or grant any security interest in, or
 - in any other way transfer or dispose of,

in each case whether effected directly or indirectly.

- “**Swap**” shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of ADSs, Ordinary Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.
- “**Takeover Bid**” shall have the meaning set forth in the Corporations Act and whether a full bid or a proportionate bid.

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this letter agreement.

May 17, 2024

Jefferies LLC
Morgan Stanley & Co. LLC
Truist Securities, Inc.
William Blair & Company, L.L.C.
As Representatives of the Several Underwriters

c/o Jefferies LLC
520 Madison Avenue
New York, New York 10022

c/o Morgan Stanley & Co. LLC
1585 Broadway Avenue
New York, New York 10036

c/o Truist Securities, Inc.
3333 Peachtree Road NE, 11th Floor
Atlanta, Georgia 30326

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

RE: Telix Pharmaceuticals Limited (the “**Company**”)

Ladies & Gentlemen:

The undersigned is an officer or director of the Company and/or a record or beneficial owner of ordinary shares, no par value per share, of the Company (“**Ordinary Shares**”), American Depositary Shares of the Company (“**ADSs**”), each representing Ordinary Shares, or of securities convertible into or exchangeable or exercisable for ADSs or Ordinary Shares. The Company proposes to conduct a public offering of ADSs (the “**Offering**”) for which Jefferies LLC (“**Jefferies**”), Morgan Stanley & Co. LLC (“**Morgan Stanley**”), Truist Securities, Inc. (“**Truist**”) and William Blair & Company, L.L.C. (“**William Blair**”) will act as the representatives of the underwriters (the “**Representatives**”). The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that the underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the “**Underwriting Agreement**”) and any other underwriting arrangements with the Company with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this letter agreement. Those definitions are a part of this letter agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will use reasonable efforts to cause any Family Member not to), subject to the exceptions set forth in this letter agreement, without the prior written consent of Jefferies, Morgan Stanley, Truist and William Blair, which may withhold their consent in their sole discretion:

- Sell or Offer to Sell any ADSs, Ordinary Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned or such Family Member;
- enter into any Swap;
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration; or
- publicly announce any intention to do any of the foregoing.

The foregoing will not apply to the registration of the offer and sale of the Offered ADSs, and the sale of the Offered ADSs to the underwriters, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to:

- (i) the transfer of ADSs, Ordinary Shares or Related Securities by gift to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (ii) the transfer of ADSs, Ordinary Shares or Related Securities by will or intestate succession to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (iii) transfers or dispositions of ADSs, Ordinary Shares or Related Securities acquired in open market transactions after completion of the Offering; *provided* that no public disclosure or filing under the Exchange Act (other than filings under Section 13 of the Exchange Act (“**Section 13**”)) by any party to the transfer shall be required, or made voluntarily, during the Lock-up Period and, if any Section 13 filing is required during the Lock-up Period, such filing shall clearly indicate the type of transaction giving rise to the change in ownership;
- (iv) transfers of ADSs, Ordinary Shares or Related Securities by operation of law, or pursuant to an order of a court or regulatory agency, including pursuant to a domestic order or divorce settlement; *provided* that (A) if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (iv), and (B) the undersigned does not otherwise voluntarily effect any other public filing or report regarding such transfers during the Restricted Period;
- (v) transfers of the undersigned’s ADSs, Ordinary Shares or Related Securities 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 and such transfer is not for value;
- (vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, the transfer of ADSs, Ordinary Shares or Related Securities made by the undersigned to another corporation, partnership, limited liability company, trust or other business entity so long as the transferee is an Affiliate of the undersigned and such transfer is not for value;
- (vii) the exercise of share options or other performance or share rights to acquire ADSs, Ordinary Shares and/or Related Securities granted under the Company’s equity incentive plans described

in the final prospectus relating to the Offering (the “**Prospectus**”) by the undersigned, and the receipt by the undersigned from the Company of ADSs, Ordinary Shares and/or Related Securities upon such exercise, insofar as such share option or right is outstanding as of the date of the Prospectus, *provided* that the underlying ADSs, Ordinary Shares and/or Related Securities shall continue to be subject to the restrictions on transfer set forth in this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that the filing relates to the exercise of a share option or right and that no ADSs, Ordinary Shares or Related Securities were sold by the reporting person;

- (viii) transfers of ADSs, Ordinary Shares or Related Securities to the Company (A) 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 (B) 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, Ordinary Shares or Related Securities received as a result of such exercise, vesting or settlement shall remain subject to the terms of this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (viii);
- (ix) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, provided that holders of at least 50% of the ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions, and to which offers under the Takeover Bid relate, have accepted the offers made under the Takeover Bid in accordance with the terms of such offers, *provided* that, if for any reason any or all ADSs, Ordinary Shares or Related Securities are not transferred or cancelled in accordance with a Takeover Bid, then the undersigned agrees that the restrictions applying to the ADSs, Ordinary Shares or Related Securities to the Company owned by the undersigned shall remain subject to the terms of this letter agreement;
- (x) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, to the extent necessary to allow the undersigned to tender any of the ADSs, Ordinary Shares or Related Securities into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions have either accepted the Takeover Bid or tendered (and not withdrawn) their ADSs, Ordinary Shares or Related Securities into the bid acceptance facility, *provided*, that in the event that such Takeover Bid is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xi) allow the ADSs, Ordinary Shares or Related Securities to be transferred or cancelled as part of an equal access share buyback (including an equivalent buyback which does not require shareholder approval as a result of a modification by the Australian Securities and Investments Commission of the Corporations Act), a pro-rata capital return, a pro-rata reduction of capital or other similar reorganisation, which has received all necessary approvals, including all necessary approvals by shareholders of the Company and the courts *provided*, that in the event that such aforementioned transactions are not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
or

- (xii) a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between the Company and the holders of ADSs, Ordinary Shares or Related Securities becomes effective in accordance with section 411(10) of the Corporations Act, to the extent necessary to allow the ADSs, Ordinary Shares or Related Securities to be acquired or cancelled under, and on implementation of, that scheme of arrangement, *provided*, that in the event that such scheme of arrangement is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xiii) transfers of ADSs, Ordinary Shares or Related Securities to the Company in connection with the repurchase of such ADSs, Ordinary Shares or Related Securities by the Company upon the termination of the undersigned's employment or other service with the Company pursuant to agreements under which the Company has the option to repurchase such ADSs, Ordinary Shares or Related Securities as in effect as of the date of the Prospectus; or
- (xiv) 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 (x) held by the undersigned shall remain subject to the terms of this letter agreement.

Notwithstanding the foregoing, in the case of any transfer described in clauses (i), (ii), (v) and (vi) above, it shall be a condition to such transfer that:

- each transferee executes and delivers to Jefferies, Morgan Stanley, Truist and William Blair an agreement in form and substance satisfactory to Jefferies, Morgan Stanley, Truist and William Blair stating that such transferee is receiving and holding such ADSs, Ordinary Shares and/or Related Securities subject to the provisions of this letter agreement and agrees not to Sell or Offer to Sell such ADSs, Ordinary Shares and/or Related Securities, engage in any Swap or engage in any other activities restricted under this letter agreement except in accordance with this letter agreement (as if such transferee had been an original signatory hereto); and
- prior to the expiration of the Lock-up Period, no public disclosure or filing under the Exchange Act by any party to the transfer (donor, donee, transferor or transferee) shall be required, or made voluntarily, reporting a reduction in beneficial ownership of ADSs, Ordinary Shares or Related Securities in connection with such transfer.

Furthermore, notwithstanding the restrictions imposed by this letter agreement, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs, Ordinary Shares and/or Related Securities, *provided* that such plan does not provide for any transfers of ADSs, Ordinary Shares and/or Related Securities 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.

In addition, (i) Jefferies, Morgan Stanley, Truist and William Blair agree that, at least seven business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Ordinary Shares or ADSs, Jefferies, Morgan Stanley, Truist and William Blair will notify the Company of the impending release or waiver, and (ii) the Company (in accordance with the provisions of the Underwriting Agreement) will announce the impending release or waiver by ASX announcement at least five business days before the effective date of the release or waiver. Any release or waiver granted by Jefferies, Morgan Stanley, Truist or William Blair hereunder to any such officer or

director shall only be effective five business days after the publication date of such ASX Announcement. The provisions of this paragraph will not apply if both (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter agreement that are applicable to the transferor to the extent and for the duration that such terms remain in effect at the time of the transfer.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or “group” (within the meaning of Section 13(d)(3) of the Exchange Act), other than a natural person, entity or “group” (as described above) that has executed a lock-up agreement in substantially the same form as this letter, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

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 ADSs, Ordinary Shares and/or Related Securities held by the undersigned and the undersigned’s Family Members, if any, except in compliance with the foregoing restrictions.

With respect to the Offering only, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares and/or any Related Securities owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the ADSs. The undersigned will not, and will cause any Family Member not to take, directly or indirectly, any such action.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation between the Company and the underwriters.

If (i) the Company or the Representatives advises the other party or parties, as applicable, in writing that it does not intend to proceed with the Offering, (ii) the Company withdraws the registration statement relating to the Offering, (iii) the Underwriting Agreement is not executed before September 30, 2024 (*provided* that the Company may by written notice to the undersigned extend such date for a period of up to an additional three months in the event that the Underwriting Agreement has not been executed by such date), or (iv) the Underwriting Agreement (other than the provisions thereof that survive termination) terminates or is terminated prior to payment for and delivery of the ADSs, then in each case, this letter agreement shall automatically, and without any action on the part of any other party, terminate and be of no further force and effect, and the undersigned shall automatically be released from the obligations under this letter agreement.

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

The undersigned acknowledges and agrees that the underwriters have not provided any recommendation or investment advice nor have the underwriters solicited any action from the undersigned with respect to the Offering of the ADSs and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned

further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Offering, the Representatives and the other underwriters are not making a recommendation to you to enter into this letter agreement, and nothing set forth in such disclosures is intended to suggest that the Representatives or any underwriter is making such a recommendation.

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 or www.echosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Signature

Tiffany Olson

Printed Name of Person Signing

*(Indicate capacity of person signing if
signing as custodian or trustee, or on behalf
of an entity)*

**Certain Defined Terms
Used in Lock-up Agreement**

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

- “**Affiliate**” shall have the meaning set forth in Rule 405 under the Securities Act.
- “**Call Equivalent Position**” shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.
- “**Corporations Act**” shall mean the Corporations Act 2001 (Australia).
- “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.
- “**Family Member**” shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersigned’s spouse, in each case living in the undersigned’s household or whose principal residence is the undersigned’s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise).
- “**Immediate family member**” as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.
- “**Lock-up Period**” shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 90 days after the date of the Prospectus (as defined in the Underwriting Agreement).
- “**Offered ADS**” shall have the same meaning as set forth in the Underwriting Agreement.
- “**Put Equivalent Position**” shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.
- “**Related Securities**” shall mean any options or warrants or other rights to acquire ADSs or Ordinary Shares or any securities exchangeable or exercisable for or convertible into ADSs or Ordinary Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into ADSs or Ordinary Shares.
- “**Securities Act**” shall mean the Securities Act of 1933, as amended.
- “**Sell or Offer to Sell**” shall mean to:
 - sell, offer to sell, contract to sell or lend,
 - effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position,
 - pledge, hypothecate or grant any security interest in, or
 - in any other way transfer or dispose of,

in each case whether effected directly or indirectly.

- “**Swap**” shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of ADSs, Ordinary Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.
- “**Takeover Bid**” shall have the meaning set forth in the Corporations Act and whether a full bid or a proportionate bid.

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this letter agreement.

May 17, 2024

Jefferies LLC
Morgan Stanley & Co. LLC
Truist Securities, Inc.
William Blair & Company, L.L.C.
As Representatives of the Several Underwriters

c/o Jefferies LLC
520 Madison Avenue
New York, New York 10022

c/o Morgan Stanley & Co. LLC
1585 Broadway Avenue
New York, New York 10036

c/o Truist Securities, Inc.
3333 Peachtree Road NE, 11th Floor
Atlanta, Georgia 30326

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

RE: Telix Pharmaceuticals Limited (the “**Company**”)

Ladies & Gentlemen:

The undersigned is an officer or director of the Company and/or a record or beneficial owner of ordinary shares, no par value per share, of the Company (“**Ordinary Shares**”), American Depositary Shares of the Company (“**ADSs**”), each representing Ordinary Shares, or of securities convertible into or exchangeable or exercisable for ADSs or Ordinary Shares. The Company proposes to conduct a public offering of ADSs (the “**Offering**”) for which Jefferies LLC (“**Jefferies**”), Morgan Stanley & Co. LLC (“**Morgan Stanley**”), Truist Securities, Inc. (“**Truist**”) and William Blair & Company, L.L.C. (“**William Blair**”) will act as the representatives of the underwriters (the “**Representatives**”). The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that the underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the “**Underwriting Agreement**”) and any other underwriting arrangements with the Company with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this letter agreement. Those definitions are a part of this letter agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will use reasonable efforts to cause any Family Member not to), subject to the exceptions set forth in this letter agreement, without the prior written consent of Jefferies, Morgan Stanley, Truist and William Blair, which may withhold their consent in their sole discretion:

- Sell or Offer to Sell any ADSs, Ordinary Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned or such Family Member;
- enter into any Swap;
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration; or
- publicly announce any intention to do any of the foregoing.

The foregoing will not apply to the registration of the offer and sale of the Offered ADSs, and the sale of the Offered ADSs to the underwriters, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to:

- (i) the transfer of ADSs, Ordinary Shares or Related Securities by gift to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (ii) the transfer of ADSs, Ordinary Shares or Related Securities by will or intestate succession to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (iii) transfers or dispositions of ADSs, Ordinary Shares or Related Securities acquired in open market transactions after completion of the Offering; *provided* that no public disclosure or filing under the Exchange Act (other than filings under Section 13 of the Exchange Act (“**Section 13**”)) by any party to the transfer shall be required, or made voluntarily, during the Lock-up Period and, if any Section 13 filing is required during the Lock-up Period, such filing shall clearly indicate the type of transaction giving rise to the change in ownership;
- (iv) transfers of ADSs, Ordinary Shares or Related Securities by operation of law, or pursuant to an order of a court or regulatory agency, including pursuant to a domestic order or divorce settlement; *provided* that (A) if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (iv), and (B) the undersigned does not otherwise voluntarily effect any other public filing or report regarding such transfers during the Restricted Period;
- (v) transfers of the undersigned’s ADSs, Ordinary Shares or Related Securities 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 and such transfer is not for value;
- (vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, the transfer of ADSs, Ordinary Shares or Related Securities made by the undersigned to another corporation, partnership, limited liability company, trust or other business entity so long as the transferee is an Affiliate of the undersigned and such transfer is not for value;
- (vii) the exercise of share options or other performance or share rights to acquire ADSs, Ordinary Shares and/or Related Securities granted under the Company’s equity incentive plans described

in the final prospectus relating to the Offering (the “**Prospectus**”) by the undersigned, and the receipt by the undersigned from the Company of ADSs, Ordinary Shares and/or Related Securities upon such exercise, insofar as such share option or right is outstanding as of the date of the Prospectus, *provided* that the underlying ADSs, Ordinary Shares and/or Related Securities shall continue to be subject to the restrictions on transfer set forth in this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that the filing relates to the exercise of a share option or right and that no ADSs, Ordinary Shares or Related Securities were sold by the reporting person;

- (viii) transfers of ADSs, Ordinary Shares or Related Securities to the Company (A) 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 (B) 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, Ordinary Shares or Related Securities received as a result of such exercise, vesting or settlement shall remain subject to the terms of this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (viii);
- (ix) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, provided that holders of at least 50% of the ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions, and to which offers under the Takeover Bid relate, have accepted the offers made under the Takeover Bid in accordance with the terms of such offers, *provided* that, if for any reason any or all ADSs, Ordinary Shares or Related Securities are not transferred or cancelled in accordance with a Takeover Bid, then the undersigned agrees that the restrictions applying to the ADSs, Ordinary Shares or Related Securities to the Company owned by the undersigned shall remain subject to the terms of this letter agreement;
- (x) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, to the extent necessary to allow the undersigned to tender any of the ADSs, Ordinary Shares or Related Securities into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions have either accepted the Takeover Bid or tendered (and not withdrawn) their ADSs, Ordinary Shares or Related Securities into the bid acceptance facility, *provided*, that in the event that such Takeover Bid is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xi) allow the ADSs, Ordinary Shares or Related Securities to be transferred or cancelled as part of an equal access share buyback (including an equivalent buyback which does not require shareholder approval as a result of a modification by the Australian Securities and Investments Commission of the Corporations Act), a pro-rata capital return, a pro-rata reduction of capital or other similar reorganisation, which has received all necessary approvals, including all necessary approvals by shareholders of the Company and the courts *provided*, that in the event that such aforementioned transactions are not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
or

- (xii) a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between the Company and the holders of ADSs, Ordinary Shares or Related Securities becomes effective in accordance with section 411(10) of the Corporations Act, to the extent necessary to allow the ADSs, Ordinary Shares or Related Securities to be acquired or cancelled under, and on implementation of, that scheme of arrangement, *provided*, that in the event that such scheme of arrangement is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xiii) transfers of ADSs, Ordinary Shares or Related Securities to the Company in connection with the repurchase of such ADSs, Ordinary Shares or Related Securities by the Company upon the termination of the undersigned's employment or other service with the Company pursuant to agreements under which the Company has the option to repurchase such ADSs, Ordinary Shares or Related Securities as in effect as of the date of the Prospectus; or
- (xiv) 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 (x) held by the undersigned shall remain subject to the terms of this letter agreement.

Notwithstanding the foregoing, in the case of any transfer described in clauses (i), (ii), (v) and (vi) above, it shall be a condition to such transfer that:

- each transferee executes and delivers to Jefferies, Morgan Stanley, Truist and William Blair an agreement in form and substance satisfactory to Jefferies, Morgan Stanley, Truist and William Blair stating that such transferee is receiving and holding such ADSs, Ordinary Shares and/or Related Securities subject to the provisions of this letter agreement and agrees not to Sell or Offer to Sell such ADSs, Ordinary Shares and/or Related Securities, engage in any Swap or engage in any other activities restricted under this letter agreement except in accordance with this letter agreement (as if such transferee had been an original signatory hereto); and
- prior to the expiration of the Lock-up Period, no public disclosure or filing under the Exchange Act by any party to the transfer (donor, donee, transferor or transferee) shall be required, or made voluntarily, reporting a reduction in beneficial ownership of ADSs, Ordinary Shares or Related Securities in connection with such transfer.

Furthermore, notwithstanding the restrictions imposed by this letter agreement, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs, Ordinary Shares and/or Related Securities, *provided* that such plan does not provide for any transfers of ADSs, Ordinary Shares and/or Related Securities 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.

In addition, (i) Jefferies, Morgan Stanley, Truist and William Blair agree that, at least seven business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Ordinary Shares or ADSs, Jefferies, Morgan Stanley, Truist and William Blair will notify the Company of the impending release or waiver, and (ii) the Company (in accordance with the provisions of the Underwriting Agreement) will announce the impending release or waiver by ASX announcement at least five business days before the effective date of the release or waiver. Any release or waiver granted by Jefferies, Morgan Stanley, Truist or William Blair hereunder to any such officer or

director shall only be effective five business days after the publication date of such ASX Announcement. The provisions of this paragraph will not apply if both (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter agreement that are applicable to the transferor to the extent and for the duration that such terms remain in effect at the time of the transfer.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or “group” (within the meaning of Section 13(d)(3) of the Exchange Act), other than a natural person, entity or “group” (as described above) that has executed a lock-up agreement in substantially the same form as this letter, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

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 ADSs, Ordinary Shares and/or Related Securities held by the undersigned and the undersigned’s Family Members, if any, except in compliance with the foregoing restrictions.

With respect to the Offering only, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares and/or any Related Securities owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the ADSs. The undersigned will not, and will cause any Family Member not to take, directly or indirectly, any such action.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation between the Company and the underwriters.

If (i) the Company or the Representatives advises the other party or parties, as applicable, in writing that it does not intend to proceed with the Offering, (ii) the Company withdraws the registration statement relating to the Offering, (iii) the Underwriting Agreement is not executed before September 30, 2024 (*provided* that the Company may by written notice to the undersigned extend such date for a period of up to an additional three months in the event that the Underwriting Agreement has not been executed by such date), or (iv) the Underwriting Agreement (other than the provisions thereof that survive termination) terminates or is terminated prior to payment for and delivery of the ADSs, then in each case, this letter agreement shall automatically, and without any action on the part of any other party, terminate and be of no further force and effect, and the undersigned shall automatically be released from the obligations under this letter agreement.

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

The undersigned acknowledges and agrees that the underwriters have not provided any recommendation or investment advice nor have the underwriters solicited any action from the undersigned with respect to the Offering of the ADSs and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned

further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Offering, the Representatives and the other underwriters are not making a recommendation to you to enter into this letter agreement, and nothing set forth in such disclosures is intended to suggest that the Representatives or any underwriter is making such a recommendation.

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 or www.echosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Signature

Darren Patti

Printed Name of Person Signing

*(Indicate capacity of person signing if
signing as custodian or trustee, or on behalf
of an entity)*

**Certain Defined Terms
Used in Lock-up Agreement**

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

- “**Affiliate**” shall have the meaning set forth in Rule 405 under the Securities Act.
- “**Call Equivalent Position**” shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.
- “**Corporations Act**” shall mean the Corporations Act 2001 (Australia).
- “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.
- “**Family Member**” shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersigned’s spouse, in each case living in the undersigned’s household or whose principal residence is the undersigned’s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise).
- “**Immediate family member**” as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.
- “**Lock-up Period**” shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 90 days after the date of the Prospectus (as defined in the Underwriting Agreement).
- “**Offered ADS**” shall have the same meaning as set forth in the Underwriting Agreement.
- “**Put Equivalent Position**” shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.
- “**Related Securities**” shall mean any options or warrants or other rights to acquire ADSs or Ordinary Shares or any securities exchangeable or exercisable for or convertible into ADSs or Ordinary Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into ADSs or Ordinary Shares.
- “**Securities Act**” shall mean the Securities Act of 1933, as amended.
- “**Sell or Offer to Sell**” shall mean to:
 - sell, offer to sell, contract to sell or lend,
 - effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position,
 - pledge, hypothecate or grant any security interest in, or
 - in any other way transfer or dispose of,

in each case whether effected directly or indirectly.

- “**Swap**” shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of ADSs, Ordinary Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.
- “**Takeover Bid**” shall have the meaning set forth in the Corporations Act and whether a full bid or a proportionate bid.

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this letter agreement.

May 17, 2024

Jefferies LLC
Morgan Stanley & Co. LLC
Truist Securities, Inc.
William Blair & Company, L.L.C.
As Representatives of the Several Underwriters

c/o Jefferies LLC
520 Madison Avenue
New York, New York 10022

c/o Morgan Stanley & Co. LLC
1585 Broadway Avenue
New York, New York 10036

c/o Truist Securities, Inc.
3333 Peachtree Road NE, 11th Floor
Atlanta, Georgia 30326

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

RE: Telix Pharmaceuticals Limited (the “**Company**”)

Ladies & Gentlemen:

The undersigned is an officer or director of the Company and/or a record or beneficial owner of ordinary shares, no par value per share, of the Company (“**Ordinary Shares**”), American Depositary Shares of the Company (“**ADSs**”), each representing Ordinary Shares, or of securities convertible into or exchangeable or exercisable for ADSs or Ordinary Shares. The Company proposes to conduct a public offering of ADSs (the “**Offering**”) for which Jefferies LLC (“**Jefferies**”), Morgan Stanley & Co. LLC (“**Morgan Stanley**”), Truist Securities, Inc. (“**Truist**”) and William Blair & Company, L.L.C. (“**William Blair**”) will act as the representatives of the underwriters (the “**Representatives**”). The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that the underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the “**Underwriting Agreement**”) and any other underwriting arrangements with the Company with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this letter agreement. Those definitions are a part of this letter agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will use reasonable efforts to cause any Family Member not to), subject to the exceptions set forth in this letter agreement, without the prior written consent of Jefferies, Morgan Stanley, Truist and William Blair, which may withhold their consent in their sole discretion:

- Sell or Offer to Sell any ADSs, Ordinary Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned or such Family Member;
- enter into any Swap;
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration; or
- publicly announce any intention to do any of the foregoing.

The foregoing will not apply to the registration of the offer and sale of the Offered ADSs, and the sale of the Offered ADSs to the underwriters, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to:

- (i) the transfer of ADSs, Ordinary Shares or Related Securities by gift to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (ii) the transfer of ADSs, Ordinary Shares or Related Securities by will or intestate succession to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (iii) transfers or dispositions of ADSs, Ordinary Shares or Related Securities acquired in open market transactions after completion of the Offering; *provided* that no public disclosure or filing under the Exchange Act (other than filings under Section 13 of the Exchange Act (“**Section 13**”)) by any party to the transfer shall be required, or made voluntarily, during the Lock-up Period and, if any Section 13 filing is required during the Lock-up Period, such filing shall clearly indicate the type of transaction giving rise to the change in ownership;
- (iv) transfers of ADSs, Ordinary Shares or Related Securities by operation of law, or pursuant to an order of a court or regulatory agency, including pursuant to a domestic order or divorce settlement; *provided* that (A) if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (iv), and (B) the undersigned does not otherwise voluntarily effect any other public filing or report regarding such transfers during the Restricted Period;
- (v) transfers of the undersigned’s ADSs, Ordinary Shares or Related Securities 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 and such transfer is not for value;
- (vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, the transfer of ADSs, Ordinary Shares or Related Securities made by the undersigned to another corporation, partnership, limited liability company, trust or other business entity so long as the transferee is an Affiliate of the undersigned and such transfer is not for value;
- (vii) the exercise of share options or other performance or share rights to acquire ADSs, Ordinary Shares and/or Related Securities granted under the Company’s equity incentive plans described

in the final prospectus relating to the Offering (the “**Prospectus**”) by the undersigned, and the receipt by the undersigned from the Company of ADSs, Ordinary Shares and/or Related Securities upon such exercise, insofar as such share option or right is outstanding as of the date of the Prospectus, *provided* that the underlying ADSs, Ordinary Shares and/or Related Securities shall continue to be subject to the restrictions on transfer set forth in this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that the filing relates to the exercise of a share option or right and that no ADSs, Ordinary Shares or Related Securities were sold by the reporting person;

- (viii) transfers of ADSs, Ordinary Shares or Related Securities to the Company (A) 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 (B) 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, Ordinary Shares or Related Securities received as a result of such exercise, vesting or settlement shall remain subject to the terms of this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (viii);
- (ix) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, provided that holders of at least 50% of the ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions, and to which offers under the Takeover Bid relate, have accepted the offers made under the Takeover Bid in accordance with the terms of such offers, *provided* that, if for any reason any or all ADSs, Ordinary Shares or Related Securities are not transferred or cancelled in accordance with a Takeover Bid, then the undersigned agrees that the restrictions applying to the ADSs, Ordinary Shares or Related Securities to the Company owned by the undersigned shall remain subject to the terms of this letter agreement;
- (x) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, to the extent necessary to allow the undersigned to tender any of the ADSs, Ordinary Shares or Related Securities into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions have either accepted the Takeover Bid or tendered (and not withdrawn) their ADSs, Ordinary Shares or Related Securities into the bid acceptance facility, *provided*, that in the event that such Takeover Bid is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xi) allow the ADSs, Ordinary Shares or Related Securities to be transferred or cancelled as part of an equal access share buyback (including an equivalent buyback which does not require shareholder approval as a result of a modification by the Australian Securities and Investments Commission of the Corporations Act), a pro-rata capital return, a pro-rata reduction of capital or other similar reorganisation, which has received all necessary approvals, including all necessary approvals by shareholders of the Company and the courts *provided*, that in the event that such aforementioned transactions are not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
or

- (xii) a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between the Company and the holders of ADSs, Ordinary Shares or Related Securities becomes effective in accordance with section 411(10) of the Corporations Act, to the extent necessary to allow the ADSs, Ordinary Shares or Related Securities to be acquired or cancelled under, and on implementation of, that scheme of arrangement, *provided*, that in the event that such scheme of arrangement is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xiii) transfers of ADSs, Ordinary Shares or Related Securities to the Company in connection with the repurchase of such ADSs, Ordinary Shares or Related Securities by the Company upon the termination of the undersigned's employment or other service with the Company pursuant to agreements under which the Company has the option to repurchase such ADSs, Ordinary Shares or Related Securities as in effect as of the date of the Prospectus; or
- (xiv) 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 (x) held by the undersigned shall remain subject to the terms of this letter agreement.

Notwithstanding the foregoing, in the case of any transfer described in clauses (i), (ii), (v) and (vi) above, it shall be a condition to such transfer that:

- each transferee executes and delivers to Jefferies, Morgan Stanley, Truist and William Blair an agreement in form and substance satisfactory to Jefferies, Morgan Stanley, Truist and William Blair stating that such transferee is receiving and holding such ADSs, Ordinary Shares and/or Related Securities subject to the provisions of this letter agreement and agrees not to Sell or Offer to Sell such ADSs, Ordinary Shares and/or Related Securities, engage in any Swap or engage in any other activities restricted under this letter agreement except in accordance with this letter agreement (as if such transferee had been an original signatory hereto); and
- prior to the expiration of the Lock-up Period, no public disclosure or filing under the Exchange Act by any party to the transfer (donor, donee, transferor or transferee) shall be required, or made voluntarily, reporting a reduction in beneficial ownership of ADSs, Ordinary Shares or Related Securities in connection with such transfer.

Furthermore, notwithstanding the restrictions imposed by this letter agreement, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs, Ordinary Shares and/or Related Securities, *provided* that such plan does not provide for any transfers of ADSs, Ordinary Shares and/or Related Securities 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.

In addition, (i) Jefferies, Morgan Stanley, Truist and William Blair agree that, at least seven business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Ordinary Shares or ADSs, Jefferies, Morgan Stanley, Truist and William Blair will notify the Company of the impending release or waiver, and (ii) the Company (in accordance with the provisions of the Underwriting Agreement) will announce the impending release or waiver by ASX announcement at least five business days before the effective date of the release or waiver. Any release or waiver granted by Jefferies, Morgan Stanley, Truist or William Blair hereunder to any such officer or

director shall only be effective five business days after the publication date of such ASX Announcement. The provisions of this paragraph will not apply if both (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter agreement that are applicable to the transferor to the extent and for the duration that such terms remain in effect at the time of the transfer.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or “group” (within the meaning of Section 13(d)(3) of the Exchange Act), other than a natural person, entity or “group” (as described above) that has executed a lock-up agreement in substantially the same form as this letter, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

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 ADSs, Ordinary Shares and/or Related Securities held by the undersigned and the undersigned’s Family Members, if any, except in compliance with the foregoing restrictions.

With respect to the Offering only, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares and/or any Related Securities owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the ADSs. The undersigned will not, and will cause any Family Member not to take, directly or indirectly, any such action.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation between the Company and the underwriters.

If (i) the Company or the Representatives advises the other party or parties, as applicable, in writing that it does not intend to proceed with the Offering, (ii) the Company withdraws the registration statement relating to the Offering, (iii) the Underwriting Agreement is not executed before September 30, 2024 (*provided* that the Company may by written notice to the undersigned extend such date for a period of up to an additional three months in the event that the Underwriting Agreement has not been executed by such date), or (iv) the Underwriting Agreement (other than the provisions thereof that survive termination) terminates or is terminated prior to payment for and delivery of the ADSs, then in each case, this letter agreement shall automatically, and without any action on the part of any other party, terminate and be of no further force and effect, and the undersigned shall automatically be released from the obligations under this letter agreement.

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

The undersigned acknowledges and agrees that the underwriters have not provided any recommendation or investment advice nor have the underwriters solicited any action from the undersigned with respect to the Offering of the ADSs and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned

further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Offering, the Representatives and the other underwriters are not making a recommendation to you to enter into this letter agreement, and nothing set forth in such disclosures is intended to suggest that the Representatives or any underwriter is making such a recommendation.

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 or www.echosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Signature

Jann Skinner

Printed Name of Person Signing

*(Indicate capacity of person signing if
signing as custodian or trustee, or on behalf
of an entity)*

**Certain Defined Terms
Used in Lock-up Agreement**

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

- “**Affiliate**” shall have the meaning set forth in Rule 405 under the Securities Act.
- “**Call Equivalent Position**” shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.
- “**Corporations Act**” shall mean the Corporations Act 2001 (Australia).
- “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.
- “**Family Member**” shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersigned’s spouse, in each case living in the undersigned’s household or whose principal residence is the undersigned’s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise).
- “**Immediate family member**” as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.
- “**Lock-up Period**” shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 90 days after the date of the Prospectus (as defined in the Underwriting Agreement).
- “**Offered ADS**” shall have the same meaning as set forth in the Underwriting Agreement.
- “**Put Equivalent Position**” shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.
- “**Related Securities**” shall mean any options or warrants or other rights to acquire ADSs or Ordinary Shares or any securities exchangeable or exercisable for or convertible into ADSs or Ordinary Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into ADSs or Ordinary Shares.
- “**Securities Act**” shall mean the Securities Act of 1933, as amended.
- “**Sell or Offer to Sell**” shall mean to:
 - sell, offer to sell, contract to sell or lend,
 - effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position,
 - pledge, hypothecate or grant any security interest in, or
 - in any other way transfer or dispose of,

in each case whether effected directly or indirectly.

- “**Swap**” shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of ADSs, Ordinary Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.
- “**Takeover Bid**” shall have the meaning set forth in the Corporations Act and whether a full bid or a proportionate bid.

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this letter agreement.

May 17, 2024

Jefferies LLC
Morgan Stanley & Co. LLC
Truist Securities, Inc.
William Blair & Company, L.L.C.
As Representatives of the Several Underwriters

c/o Jefferies LLC
520 Madison Avenue
New York, New York 10022

c/o Morgan Stanley & Co. LLC
1585 Broadway Avenue
New York, New York 10036

c/o Truist Securities, Inc.
3333 Peachtree Road NE, 11th Floor
Atlanta, Georgia 30326

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

RE: Telix Pharmaceuticals Limited (the “**Company**”)

Ladies & Gentlemen:

The undersigned is an officer or director of the Company and/or a record or beneficial owner of ordinary shares, no par value per share, of the Company (“**Ordinary Shares**”), American Depositary Shares of the Company (“**ADSs**”), each representing Ordinary Shares, or of securities convertible into or exchangeable or exercisable for ADSs or Ordinary Shares. The Company proposes to conduct a public offering of ADSs (the “**Offering**”) for which Jefferies LLC (“**Jefferies**”), Morgan Stanley & Co. LLC (“**Morgan Stanley**”), Truist Securities, Inc. (“**Truist**”) and William Blair & Company, L.L.C. (“**William Blair**”) will act as the representatives of the underwriters (the “**Representatives**”). The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that the underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the “**Underwriting Agreement**”) and any other underwriting arrangements with the Company with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this letter agreement. Those definitions are a part of this letter agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will use reasonable efforts to cause any Family Member not to), subject to the exceptions set forth in this letter agreement, without the prior written consent of Jefferies, Morgan Stanley, Truist and William Blair, which may withhold their consent in their sole discretion:

- Sell or Offer to Sell any ADSs, Ordinary Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned or such Family Member;
- enter into any Swap;
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration; or
- publicly announce any intention to do any of the foregoing.

The foregoing will not apply to the registration of the offer and sale of the Offered ADSs, and the sale of the Offered ADSs to the underwriters, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to:

- (i) the transfer of ADSs, Ordinary Shares or Related Securities by gift to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (ii) the transfer of ADSs, Ordinary Shares or Related Securities by will or intestate succession to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (iii) transfers or dispositions of ADSs, Ordinary Shares or Related Securities acquired in open market transactions after completion of the Offering; *provided* that no public disclosure or filing under the Exchange Act (other than filings under Section 13 of the Exchange Act (“**Section 13**”)) by any party to the transfer shall be required, or made voluntarily, during the Lock-up Period and, if any Section 13 filing is required during the Lock-up Period, such filing shall clearly indicate the type of transaction giving rise to the change in ownership;
- (iv) transfers of ADSs, Ordinary Shares or Related Securities by operation of law, or pursuant to an order of a court or regulatory agency, including pursuant to a domestic order or divorce settlement; *provided* that (A) if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (iv), and (B) the undersigned does not otherwise voluntarily effect any other public filing or report regarding such transfers during the Restricted Period;
- (v) transfers of the undersigned’s ADSs, Ordinary Shares or Related Securities 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 and such transfer is not for value;
- (vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, the transfer of ADSs, Ordinary Shares or Related Securities made by the undersigned to another corporation, partnership, limited liability company, trust or other business entity so long as the transferee is an Affiliate of the undersigned and such transfer is not for value;
- (vii) the exercise of share options or other performance or share rights to acquire ADSs, Ordinary Shares and/or Related Securities granted under the Company’s equity incentive plans described

in the final prospectus relating to the Offering (the “**Prospectus**”) by the undersigned, and the receipt by the undersigned from the Company of ADSs, Ordinary Shares and/or Related Securities upon such exercise, insofar as such share option or right is outstanding as of the date of the Prospectus, *provided* that the underlying ADSs, Ordinary Shares and/or Related Securities shall continue to be subject to the restrictions on transfer set forth in this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that the filing relates to the exercise of a share option or right and that no ADSs, Ordinary Shares or Related Securities were sold by the reporting person;

- (viii) transfers of ADSs, Ordinary Shares or Related Securities to the Company (A) 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 (B) 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, Ordinary Shares or Related Securities received as a result of such exercise, vesting or settlement shall remain subject to the terms of this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (viii);
- (ix) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, provided that holders of at least 50% of the ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions, and to which offers under the Takeover Bid relate, have accepted the offers made under the Takeover Bid in accordance with the terms of such offers, *provided* that, if for any reason any or all ADSs, Ordinary Shares or Related Securities are not transferred or cancelled in accordance with a Takeover Bid, then the undersigned agrees that the restrictions applying to the ADSs, Ordinary Shares or Related Securities to the Company owned by the undersigned shall remain subject to the terms of this letter agreement;
- (x) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, to the extent necessary to allow the undersigned to tender any of the ADSs, Ordinary Shares or Related Securities into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions have either accepted the Takeover Bid or tendered (and not withdrawn) their ADSs, Ordinary Shares or Related Securities into the bid acceptance facility, *provided*, that in the event that such Takeover Bid is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xi) allow the ADSs, Ordinary Shares or Related Securities to be transferred or cancelled as part of an equal access share buyback (including an equivalent buyback which does not require shareholder approval as a result of a modification by the Australian Securities and Investments Commission of the Corporations Act), a pro-rata capital return, a pro-rata reduction of capital or other similar reorganisation, which has received all necessary approvals, including all necessary approvals by shareholders of the Company and the courts *provided*, that in the event that such aforementioned transactions are not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
or

- (xii) a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between the Company and the holders of ADSs, Ordinary Shares or Related Securities becomes effective in accordance with section 411(10) of the Corporations Act, to the extent necessary to allow the ADSs, Ordinary Shares or Related Securities to be acquired or cancelled under, and on implementation of, that scheme of arrangement, *provided*, that in the event that such scheme of arrangement is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xiii) transfers of ADSs, Ordinary Shares or Related Securities to the Company in connection with the repurchase of such ADSs, Ordinary Shares or Related Securities by the Company upon the termination of the undersigned's employment or other service with the Company pursuant to agreements under which the Company has the option to repurchase such ADSs, Ordinary Shares or Related Securities as in effect as of the date of the Prospectus; or
- (xiv) 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 (x) held by the undersigned shall remain subject to the terms of this letter agreement.

Notwithstanding the foregoing, in the case of any transfer described in clauses (i), (ii), (v) and (vi) above, it shall be a condition to such transfer that:

- each transferee executes and delivers to Jefferies, Morgan Stanley, Truist and William Blair an agreement in form and substance satisfactory to Jefferies, Morgan Stanley, Truist and William Blair stating that such transferee is receiving and holding such ADSs, Ordinary Shares and/or Related Securities subject to the provisions of this letter agreement and agrees not to Sell or Offer to Sell such ADSs, Ordinary Shares and/or Related Securities, engage in any Swap or engage in any other activities restricted under this letter agreement except in accordance with this letter agreement (as if such transferee had been an original signatory hereto); and
- prior to the expiration of the Lock-up Period, no public disclosure or filing under the Exchange Act by any party to the transfer (donor, donee, transferor or transferee) shall be required, or made voluntarily, reporting a reduction in beneficial ownership of ADSs, Ordinary Shares or Related Securities in connection with such transfer.

Furthermore, notwithstanding the restrictions imposed by this letter agreement, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs, Ordinary Shares and/or Related Securities, *provided* that such plan does not provide for any transfers of ADSs, Ordinary Shares and/or Related Securities 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.

In addition, (i) Jefferies, Morgan Stanley, Truist and William Blair agree that, at least seven business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Ordinary Shares or ADSs, Jefferies, Morgan Stanley, Truist and William Blair will notify the Company of the impending release or waiver, and (ii) the Company (in accordance with the provisions of the Underwriting Agreement) will announce the impending release or waiver by ASX announcement at least five business days before the effective date of the release or waiver. Any release or waiver granted by Jefferies, Morgan Stanley, Truist or William Blair hereunder to any such officer or

director shall only be effective five business days after the publication date of such ASX Announcement. The provisions of this paragraph will not apply if both (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter agreement that are applicable to the transferor to the extent and for the duration that such terms remain in effect at the time of the transfer.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or “group” (within the meaning of Section 13(d)(3) of the Exchange Act), other than a natural person, entity or “group” (as described above) that has executed a lock-up agreement in substantially the same form as this letter, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

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 ADSs, Ordinary Shares and/or Related Securities held by the undersigned and the undersigned’s Family Members, if any, except in compliance with the foregoing restrictions.

With respect to the Offering only, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares and/or any Related Securities owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the ADSs. The undersigned will not, and will cause any Family Member not to take, directly or indirectly, any such action.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation between the Company and the underwriters.

If (i) the Company or the Representatives advises the other party or parties, as applicable, in writing that it does not intend to proceed with the Offering, (ii) the Company withdraws the registration statement relating to the Offering, (iii) the Underwriting Agreement is not executed before September 30, 2024 (*provided* that the Company may by written notice to the undersigned extend such date for a period of up to an additional three months in the event that the Underwriting Agreement has not been executed by such date), or (iv) the Underwriting Agreement (other than the provisions thereof that survive termination) terminates or is terminated prior to payment for and delivery of the ADSs, then in each case, this letter agreement shall automatically, and without any action on the part of any other party, terminate and be of no further force and effect, and the undersigned shall automatically be released from the obligations under this letter agreement.

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

The undersigned acknowledges and agrees that the underwriters have not provided any recommendation or investment advice nor have the underwriters solicited any action from the undersigned with respect to the Offering of the ADSs and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned

further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Offering, the Representatives and the other underwriters are not making a recommendation to you to enter into this letter agreement, and nothing set forth in such disclosures is intended to suggest that the Representatives or any underwriter is making such a recommendation.

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 or www.echosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Signature

Darren Smith

Printed Name of Person Signing

*(Indicate capacity of person signing if
signing as custodian or trustee, or on behalf
of an entity)*

**Certain Defined Terms
Used in Lock-up Agreement**

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

- “**Affiliate**” shall have the meaning set forth in Rule 405 under the Securities Act.
- “**Call Equivalent Position**” shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.
- “**Corporations Act**” shall mean the Corporations Act 2001 (Australia).
- “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.
- “**Family Member**” shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersigned’s spouse, in each case living in the undersigned’s household or whose principal residence is the undersigned’s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise).
- “**Immediate family member**” as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.
- “**Lock-up Period**” shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 90 days after the date of the Prospectus (as defined in the Underwriting Agreement).
- “**Offered ADS**” shall have the same meaning as set forth in the Underwriting Agreement.
- “**Put Equivalent Position**” shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.
- “**Related Securities**” shall mean any options or warrants or other rights to acquire ADSs or Ordinary Shares or any securities exchangeable or exercisable for or convertible into ADSs or Ordinary Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into ADSs or Ordinary Shares.
- “**Securities Act**” shall mean the Securities Act of 1933, as amended.
- “**Sell or Offer to Sell**” shall mean to:
 - sell, offer to sell, contract to sell or lend,
 - effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position,
 - pledge, hypothecate or grant any security interest in, or
 - in any other way transfer or dispose of,

in each case whether effected directly or indirectly.

- “**Swap**” shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of ADSs, Ordinary Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.
- “**Takeover Bid**” shall have the meaning set forth in the Corporations Act and whether a full bid or a proportionate bid.

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this letter agreement.

May 17, 2024

Jefferies LLC
Morgan Stanley & Co. LLC
Truist Securities, Inc.
William Blair & Company, L.L.C.
As Representatives of the Several Underwriters

c/o Jefferies LLC
520 Madison Avenue
New York, New York 10022

c/o Morgan Stanley & Co. LLC
1585 Broadway Avenue
New York, New York 10036

c/o Truist Securities, Inc.
3333 Peachtree Road NE, 11th Floor
Atlanta, Georgia 30326

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

RE: Telix Pharmaceuticals Limited (the “**Company**”)

Ladies & Gentlemen:

The undersigned is an officer or director of the Company and/or a record or beneficial owner of ordinary shares, no par value per share, of the Company (“**Ordinary Shares**”), American Depositary Shares of the Company (“**ADSs**”), each representing Ordinary Shares, or of securities convertible into or exchangeable or exercisable for ADSs or Ordinary Shares. The Company proposes to conduct a public offering of ADSs (the “**Offering**”) for which Jefferies LLC (“**Jefferies**”), Morgan Stanley & Co. LLC (“**Morgan Stanley**”), Truist Securities, Inc. (“**Truist**”) and William Blair & Company, L.L.C. (“**William Blair**”) will act as the representatives of the underwriters (the “**Representatives**”). The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that the underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the “**Underwriting Agreement**”) and any other underwriting arrangements with the Company with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this letter agreement. Those definitions are a part of this letter agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will use reasonable efforts to cause any Family Member not to), subject to the exceptions set forth in this letter agreement, without the prior written consent of Jefferies, Morgan Stanley, Truist and William Blair, which may withhold their consent in their sole discretion:

- Sell or Offer to Sell any ADSs, Ordinary Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned or such Family Member;
- enter into any Swap;
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration; or
- publicly announce any intention to do any of the foregoing.

The foregoing will not apply to the registration of the offer and sale of the Offered ADSs, and the sale of the Offered ADSs to the underwriters, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to:

- (i) the transfer of ADSs, Ordinary Shares or Related Securities by gift to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (ii) the transfer of ADSs, Ordinary Shares or Related Securities by will or intestate succession to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (iii) transfers or dispositions of ADSs, Ordinary Shares or Related Securities acquired in open market transactions after completion of the Offering; *provided* that no public disclosure or filing under the Exchange Act (other than filings under Section 13 of the Exchange Act (“**Section 13**”)) by any party to the transfer shall be required, or made voluntarily, during the Lock-up Period and, if any Section 13 filing is required during the Lock-up Period, such filing shall clearly indicate the type of transaction giving rise to the change in ownership;
- (iv) transfers of ADSs, Ordinary Shares or Related Securities by operation of law, or pursuant to an order of a court or regulatory agency, including pursuant to a domestic order or divorce settlement; *provided* that (A) if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (iv), and (B) the undersigned does not otherwise voluntarily effect any other public filing or report regarding such transfers during the Restricted Period;
- (v) transfers of the undersigned’s ADSs, Ordinary Shares or Related Securities 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 and such transfer is not for value;
- (vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, the transfer of ADSs, Ordinary Shares or Related Securities made by the undersigned to another corporation, partnership, limited liability company, trust or other business entity so long as the transferee is an Affiliate of the undersigned and such transfer is not for value;
- (vii) the exercise of share options or other performance or share rights to acquire ADSs, Ordinary Shares and/or Related Securities granted under the Company’s equity incentive plans described

in the final prospectus relating to the Offering (the “**Prospectus**”) by the undersigned, and the receipt by the undersigned from the Company of ADSs, Ordinary Shares and/or Related Securities upon such exercise, insofar as such share option or right is outstanding as of the date of the Prospectus, *provided* that the underlying ADSs, Ordinary Shares and/or Related Securities shall continue to be subject to the restrictions on transfer set forth in this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that the filing relates to the exercise of a share option or right and that no ADSs, Ordinary Shares or Related Securities were sold by the reporting person;

- (viii) transfers of ADSs, Ordinary Shares or Related Securities to the Company (A) 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 (B) 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, Ordinary Shares or Related Securities received as a result of such exercise, vesting or settlement shall remain subject to the terms of this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (viii);
- (ix) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, provided that holders of at least 50% of the ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions, and to which offers under the Takeover Bid relate, have accepted the offers made under the Takeover Bid in accordance with the terms of such offers, *provided* that, if for any reason any or all ADSs, Ordinary Shares or Related Securities are not transferred or cancelled in accordance with a Takeover Bid, then the undersigned agrees that the restrictions applying to the ADSs, Ordinary Shares or Related Securities to the Company owned by the undersigned shall remain subject to the terms of this letter agreement;
- (x) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, to the extent necessary to allow the undersigned to tender any of the ADSs, Ordinary Shares or Related Securities into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions have either accepted the Takeover Bid or tendered (and not withdrawn) their ADSs, Ordinary Shares or Related Securities into the bid acceptance facility, *provided*, that in the event that such Takeover Bid is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xi) allow the ADSs, Ordinary Shares or Related Securities to be transferred or cancelled as part of an equal access share buyback (including an equivalent buyback which does not require shareholder approval as a result of a modification by the Australian Securities and Investments Commission of the Corporations Act), a pro-rata capital return, a pro-rata reduction of capital or other similar reorganisation, which has received all necessary approvals, including all necessary approvals by shareholders of the Company and the courts *provided*, that in the event that such aforementioned transactions are not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
or

- (xii) a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between the Company and the holders of ADSs, Ordinary Shares or Related Securities becomes effective in accordance with section 411(10) of the Corporations Act, to the extent necessary to allow the ADSs, Ordinary Shares or Related Securities to be acquired or cancelled under, and on implementation of, that scheme of arrangement, *provided*, that in the event that such scheme of arrangement is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xiii) transfers of ADSs, Ordinary Shares or Related Securities to the Company in connection with the repurchase of such ADSs, Ordinary Shares or Related Securities by the Company upon the termination of the undersigned's employment or other service with the Company pursuant to agreements under which the Company has the option to repurchase such ADSs, Ordinary Shares or Related Securities as in effect as of the date of the Prospectus; or
- (xiv) 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 (x) held by the undersigned shall remain subject to the terms of this letter agreement.

Notwithstanding the foregoing, in the case of any transfer described in clauses (i), (ii), (v) and (vi) above, it shall be a condition to such transfer that:

- each transferee executes and delivers to Jefferies, Morgan Stanley, Truist and William Blair an agreement in form and substance satisfactory to Jefferies, Morgan Stanley, Truist and William Blair stating that such transferee is receiving and holding such ADSs, Ordinary Shares and/or Related Securities subject to the provisions of this letter agreement and agrees not to Sell or Offer to Sell such ADSs, Ordinary Shares and/or Related Securities, engage in any Swap or engage in any other activities restricted under this letter agreement except in accordance with this letter agreement (as if such transferee had been an original signatory hereto); and
- prior to the expiration of the Lock-up Period, no public disclosure or filing under the Exchange Act by any party to the transfer (donor, donee, transferor or transferee) shall be required, or made voluntarily, reporting a reduction in beneficial ownership of ADSs, Ordinary Shares or Related Securities in connection with such transfer.

Furthermore, notwithstanding the restrictions imposed by this letter agreement, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs, Ordinary Shares and/or Related Securities, *provided* that such plan does not provide for any transfers of ADSs, Ordinary Shares and/or Related Securities 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.

In addition, (i) Jefferies, Morgan Stanley, Truist and William Blair agree that, at least seven business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Ordinary Shares or ADSs, Jefferies, Morgan Stanley, Truist and William Blair will notify the Company of the impending release or waiver, and (ii) the Company (in accordance with the provisions of the Underwriting Agreement) will announce the impending release or waiver by ASX announcement at least five business days before the effective date of the release or waiver. Any release or waiver granted by Jefferies, Morgan Stanley, Truist or William Blair hereunder to any such officer or

director shall only be effective five business days after the publication date of such ASX Announcement. The provisions of this paragraph will not apply if both (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter agreement that are applicable to the transferor to the extent and for the duration that such terms remain in effect at the time of the transfer.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or “group” (within the meaning of Section 13(d)(3) of the Exchange Act), other than a natural person, entity or “group” (as described above) that has executed a lock-up agreement in substantially the same form as this letter, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

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 ADSs, Ordinary Shares and/or Related Securities held by the undersigned and the undersigned’s Family Members, if any, except in compliance with the foregoing restrictions.

With respect to the Offering only, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares and/or any Related Securities owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the ADSs. The undersigned will not, and will cause any Family Member not to take, directly or indirectly, any such action.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation between the Company and the underwriters.

If (i) the Company or the Representatives advises the other party or parties, as applicable, in writing that it does not intend to proceed with the Offering, (ii) the Company withdraws the registration statement relating to the Offering, (iii) the Underwriting Agreement is not executed before September 30, 2024 (*provided* that the Company may by written notice to the undersigned extend such date for a period of up to an additional three months in the event that the Underwriting Agreement has not been executed by such date), or (iv) the Underwriting Agreement (other than the provisions thereof that survive termination) terminates or is terminated prior to payment for and delivery of the ADSs, then in each case, this letter agreement shall automatically, and without any action on the part of any other party, terminate and be of no further force and effect, and the undersigned shall automatically be released from the obligations under this letter agreement.

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

The undersigned acknowledges and agrees that the underwriters have not provided any recommendation or investment advice nor have the underwriters solicited any action from the undersigned with respect to the Offering of the ADSs and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned

further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Offering, the Representatives and the other underwriters are not making a recommendation to you to enter into this letter agreement, and nothing set forth in such disclosures is intended to suggest that the Representatives or any underwriter is making such a recommendation.

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 or www.echosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Signature

Richard Valeix

Printed Name of Person Signing

*(Indicate capacity of person signing if
signing as custodian or trustee, or on behalf
of an entity)*

**Certain Defined Terms
Used in Lock-up Agreement**

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

- “**Affiliate**” shall have the meaning set forth in Rule 405 under the Securities Act.
- “**Call Equivalent Position**” shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.
- “**Corporations Act**” shall mean the Corporations Act 2001 (Australia).
- “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.
- “**Family Member**” shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersigned’s spouse, in each case living in the undersigned’s household or whose principal residence is the undersigned’s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise).
- “**Immediate family member**” as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.
- “**Lock-up Period**” shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 90 days after the date of the Prospectus (as defined in the Underwriting Agreement).
- “**Offered ADS**” shall have the same meaning as set forth in the Underwriting Agreement.
- “**Put Equivalent Position**” shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.
- “**Related Securities**” shall mean any options or warrants or other rights to acquire ADSs or Ordinary Shares or any securities exchangeable or exercisable for or convertible into ADSs or Ordinary Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into ADSs or Ordinary Shares.
- “**Securities Act**” shall mean the Securities Act of 1933, as amended.
- “**Sell or Offer to Sell**” shall mean to:
 - sell, offer to sell, contract to sell or lend,
 - effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position,
 - pledge, hypothecate or grant any security interest in, or
 - in any other way transfer or dispose of,

in each case whether effected directly or indirectly.

- “**Swap**” shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of ADSs, Ordinary Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.
- “**Takeover Bid**” shall have the meaning set forth in the Corporations Act and whether a full bid or a proportionate bid.

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this letter agreement.

May 17, 2024

Jefferies LLC
Morgan Stanley & Co. LLC
Truist Securities, Inc.
William Blair & Company, L.L.C.
As Representatives of the Several Underwriters

c/o Jefferies LLC
520 Madison Avenue
New York, New York 10022

c/o Morgan Stanley & Co. LLC
1585 Broadway Avenue
New York, New York 10036

c/o Truist Securities, Inc.
3333 Peachtree Road NE, 11th Floor
Atlanta, Georgia 30326

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

RE: Telix Pharmaceuticals Limited (the “**Company**”)

Ladies & Gentlemen:

The undersigned is an officer or director of the Company and/or a record or beneficial owner of ordinary shares, no par value per share, of the Company (“**Ordinary Shares**”), American Depositary Shares of the Company (“**ADSs**”), each representing Ordinary Shares, or of securities convertible into or exchangeable or exercisable for ADSs or Ordinary Shares. The Company proposes to conduct a public offering of ADSs (the “**Offering**”) for which Jefferies LLC (“**Jefferies**”), Morgan Stanley & Co. LLC (“**Morgan Stanley**”), Truist Securities, Inc. (“**Truist**”) and William Blair & Company, L.L.C. (“**William Blair**”) will act as the representatives of the underwriters (the “**Representatives**”). The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that the underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the “**Underwriting Agreement**”) and any other underwriting arrangements with the Company with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this letter agreement. Those definitions are a part of this letter agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will use reasonable efforts to cause any Family Member not to), subject to the exceptions set forth in this letter agreement, without the prior written consent of Jefferies, Morgan Stanley, Truist and William Blair, which may withhold their consent in their sole discretion:

- Sell or Offer to Sell any ADSs, Ordinary Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned or such Family Member;
- enter into any Swap;
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration; or
- publicly announce any intention to do any of the foregoing.

The foregoing will not apply to the registration of the offer and sale of the Offered ADSs, and the sale of the Offered ADSs to the underwriters, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to:

- (i) the transfer of ADSs, Ordinary Shares or Related Securities by gift to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (ii) the transfer of ADSs, Ordinary Shares or Related Securities by will or intestate succession to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (iii) transfers or dispositions of ADSs, Ordinary Shares or Related Securities acquired in open market transactions after completion of the Offering; *provided* that no public disclosure or filing under the Exchange Act (other than filings under Section 13 of the Exchange Act (“**Section 13**”)) by any party to the transfer shall be required, or made voluntarily, during the Lock-up Period and, if any Section 13 filing is required during the Lock-up Period, such filing shall clearly indicate the type of transaction giving rise to the change in ownership;
- (iv) transfers of ADSs, Ordinary Shares or Related Securities by operation of law, or pursuant to an order of a court or regulatory agency, including pursuant to a domestic order or divorce settlement; *provided* that (A) if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (iv), and (B) the undersigned does not otherwise voluntarily effect any other public filing or report regarding such transfers during the Restricted Period;
- (v) transfers of the undersigned’s ADSs, Ordinary Shares or Related Securities 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 and such transfer is not for value;
- (vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, the transfer of ADSs, Ordinary Shares or Related Securities made by the undersigned to another corporation, partnership, limited liability company, trust or other business entity so long as the transferee is an Affiliate of the undersigned and such transfer is not for value;
- (vii) the exercise of share options or other performance or share rights to acquire ADSs, Ordinary Shares and/or Related Securities granted under the Company’s equity incentive plans described

in the final prospectus relating to the Offering (the “**Prospectus**”) by the undersigned, and the receipt by the undersigned from the Company of ADSs, Ordinary Shares and/or Related Securities upon such exercise, insofar as such share option or right is outstanding as of the date of the Prospectus, *provided* that the underlying ADSs, Ordinary Shares and/or Related Securities shall continue to be subject to the restrictions on transfer set forth in this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that the filing relates to the exercise of a share option or right and that no ADSs, Ordinary Shares or Related Securities were sold by the reporting person;

- (viii) transfers of ADSs, Ordinary Shares or Related Securities to the Company (A) 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 (B) 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, Ordinary Shares or Related Securities received as a result of such exercise, vesting or settlement shall remain subject to the terms of this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (viii);
- (ix) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, provided that holders of at least 50% of the ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions, and to which offers under the Takeover Bid relate, have accepted the offers made under the Takeover Bid in accordance with the terms of such offers, *provided* that, if for any reason any or all ADSs, Ordinary Shares or Related Securities are not transferred or cancelled in accordance with a Takeover Bid, then the undersigned agrees that the restrictions applying to the ADSs, Ordinary Shares or Related Securities to the Company owned by the undersigned shall remain subject to the terms of this letter agreement;
- (x) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, to the extent necessary to allow the undersigned to tender any of the ADSs, Ordinary Shares or Related Securities into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions have either accepted the Takeover Bid or tendered (and not withdrawn) their ADSs, Ordinary Shares or Related Securities into the bid acceptance facility, *provided*, that in the event that such Takeover Bid is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xi) allow the ADSs, Ordinary Shares or Related Securities to be transferred or cancelled as part of an equal access share buyback (including an equivalent buyback which does not require shareholder approval as a result of a modification by the Australian Securities and Investments Commission of the Corporations Act), a pro-rata capital return, a pro-rata reduction of capital or other similar reorganisation, which has received all necessary approvals, including all necessary approvals by shareholders of the Company and the courts *provided*, that in the event that such aforementioned transactions are not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
or

- (xii) a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between the Company and the holders of ADSs, Ordinary Shares or Related Securities becomes effective in accordance with section 411(10) of the Corporations Act, to the extent necessary to allow the ADSs, Ordinary Shares or Related Securities to be acquired or cancelled under, and on implementation of, that scheme of arrangement, *provided*, that in the event that such scheme of arrangement is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xiii) transfers of ADSs, Ordinary Shares or Related Securities to the Company in connection with the repurchase of such ADSs, Ordinary Shares or Related Securities by the Company upon the termination of the undersigned's employment or other service with the Company pursuant to agreements under which the Company has the option to repurchase such ADSs, Ordinary Shares or Related Securities as in effect as of the date of the Prospectus; or
- (xiv) 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 (x) held by the undersigned shall remain subject to the terms of this letter agreement.

Notwithstanding the foregoing, in the case of any transfer described in clauses (i), (ii), (v) and (vi) above, it shall be a condition to such transfer that:

- each transferee executes and delivers to Jefferies, Morgan Stanley, Truist and William Blair an agreement in form and substance satisfactory to Jefferies, Morgan Stanley, Truist and William Blair stating that such transferee is receiving and holding such ADSs, Ordinary Shares and/or Related Securities subject to the provisions of this letter agreement and agrees not to Sell or Offer to Sell such ADSs, Ordinary Shares and/or Related Securities, engage in any Swap or engage in any other activities restricted under this letter agreement except in accordance with this letter agreement (as if such transferee had been an original signatory hereto); and
- prior to the expiration of the Lock-up Period, no public disclosure or filing under the Exchange Act by any party to the transfer (donor, donee, transferor or transferee) shall be required, or made voluntarily, reporting a reduction in beneficial ownership of ADSs, Ordinary Shares or Related Securities in connection with such transfer.

Furthermore, notwithstanding the restrictions imposed by this letter agreement, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs, Ordinary Shares and/or Related Securities, *provided* that such plan does not provide for any transfers of ADSs, Ordinary Shares and/or Related Securities 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.

In addition, (i) Jefferies, Morgan Stanley, Truist and William Blair agree that, at least seven business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Ordinary Shares or ADSs, Jefferies, Morgan Stanley, Truist and William Blair will notify the Company of the impending release or waiver, and (ii) the Company (in accordance with the provisions of the Underwriting Agreement) will announce the impending release or waiver by ASX announcement at least five business days before the effective date of the release or waiver. Any release or waiver granted by Jefferies, Morgan Stanley, Truist or William Blair hereunder to any such officer or

director shall only be effective five business days after the publication date of such ASX Announcement. The provisions of this paragraph will not apply if both (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter agreement that are applicable to the transferor to the extent and for the duration that such terms remain in effect at the time of the transfer.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or “group” (within the meaning of Section 13(d)(3) of the Exchange Act), other than a natural person, entity or “group” (as described above) that has executed a lock-up agreement in substantially the same form as this letter, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

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 ADSs, Ordinary Shares and/or Related Securities held by the undersigned and the undersigned’s Family Members, if any, except in compliance with the foregoing restrictions.

With respect to the Offering only, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares and/or any Related Securities owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the ADSs. The undersigned will not, and will cause any Family Member not to take, directly or indirectly, any such action.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation between the Company and the underwriters.

If (i) the Company or the Representatives advises the other party or parties, as applicable, in writing that it does not intend to proceed with the Offering, (ii) the Company withdraws the registration statement relating to the Offering, (iii) the Underwriting Agreement is not executed before September 30, 2024 (*provided* that the Company may by written notice to the undersigned extend such date for a period of up to an additional three months in the event that the Underwriting Agreement has not been executed by such date), or (iv) the Underwriting Agreement (other than the provisions thereof that survive termination) terminates or is terminated prior to payment for and delivery of the ADSs, then in each case, this letter agreement shall automatically, and without any action on the part of any other party, terminate and be of no further force and effect, and the undersigned shall automatically be released from the obligations under this letter agreement.

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

The undersigned acknowledges and agrees that the underwriters have not provided any recommendation or investment advice nor have the underwriters solicited any action from the undersigned with respect to the Offering of the ADSs and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned

further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Offering, the Representatives and the other underwriters are not making a recommendation to you to enter into this letter agreement, and nothing set forth in such disclosures is intended to suggest that the Representatives or any underwriter is making such a recommendation.

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 or www.echosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Signature

H Kevin McCann

Printed Name of Person Signing

*(Indicate capacity of person signing if
signing as custodian or trustee, or on behalf
of an entity)*

**Certain Defined Terms
Used in Lock-up Agreement**

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

- “**Affiliate**” shall have the meaning set forth in Rule 405 under the Securities Act.
- “**Call Equivalent Position**” shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.
- “**Corporations Act**” shall mean the Corporations Act 2001 (Australia).
- “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.
- “**Family Member**” shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersigned’s spouse, in each case living in the undersigned’s household or whose principal residence is the undersigned’s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise).
- “**Immediate family member**” as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.
- “**Lock-up Period**” shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 90 days after the date of the Prospectus (as defined in the Underwriting Agreement).
- “**Offered ADS**” shall have the same meaning as set forth in the Underwriting Agreement.
- “**Put Equivalent Position**” shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.
- “**Related Securities**” shall mean any options or warrants or other rights to acquire ADSs or Ordinary Shares or any securities exchangeable or exercisable for or convertible into ADSs or Ordinary Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into ADSs or Ordinary Shares.
- “**Securities Act**” shall mean the Securities Act of 1933, as amended.
- “**Sell or Offer to Sell**” shall mean to:
 - sell, offer to sell, contract to sell or lend,
 - effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position,
 - pledge, hypothecate or grant any security interest in, or
 - in any other way transfer or dispose of,

in each case whether effected directly or indirectly.

- “**Swap**” shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of ADSs, Ordinary Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.
- “**Takeover Bid**” shall have the meaning set forth in the Corporations Act and whether a full bid or a proportionate bid.

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this letter agreement.

May 17, 2024

Jefferies LLC
Morgan Stanley & Co. LLC
Truist Securities, Inc.
William Blair & Company, L.L.C.
As Representatives of the Several Underwriters

c/o Jefferies LLC
520 Madison Avenue
New York, New York 10022

c/o Morgan Stanley & Co. LLC
1585 Broadway Avenue
New York, New York 10036

c/o Truist Securities, Inc.
3333 Peachtree Road NE, 11th Floor
Atlanta, Georgia 30326

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

RE: Telix Pharmaceuticals Limited (the “**Company**”)

Ladies & Gentlemen:

The undersigned is an officer or director of the Company and/or a record or beneficial owner of ordinary shares, no par value per share, of the Company (“**Ordinary Shares**”), American Depositary Shares of the Company (“**ADSs**”), each representing Ordinary Shares, or of securities convertible into or exchangeable or exercisable for ADSs or Ordinary Shares. The Company proposes to conduct a public offering of ADSs (the “**Offering**”) for which Jefferies LLC (“**Jefferies**”), Morgan Stanley & Co. LLC (“**Morgan Stanley**”), Truist Securities, Inc. (“**Truist**”) and William Blair & Company, L.L.C. (“**William Blair**”) will act as the representatives of the underwriters (the “**Representatives**”). The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that the underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the “**Underwriting Agreement**”) and any other underwriting arrangements with the Company with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this letter agreement. Those definitions are a part of this letter agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will use reasonable efforts to cause any Family Member not to), subject to the exceptions set forth in this letter agreement, without the prior written consent of Jefferies, Morgan Stanley, Truist and William Blair, which may withhold their consent in their sole discretion:

- Sell or Offer to Sell any ADSs, Ordinary Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned or such Family Member;
- enter into any Swap;
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration; or
- publicly announce any intention to do any of the foregoing.

The foregoing will not apply to the registration of the offer and sale of the Offered ADSs, and the sale of the Offered ADSs to the underwriters, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to:

- (i) the transfer of ADSs, Ordinary Shares or Related Securities by gift to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (ii) the transfer of ADSs, Ordinary Shares or Related Securities by will or intestate succession to a Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
- (iii) transfers or dispositions of ADSs, Ordinary Shares or Related Securities acquired in open market transactions after completion of the Offering; *provided* that no public disclosure or filing under the Exchange Act (other than filings under Section 13 of the Exchange Act (“**Section 13**”)) by any party to the transfer shall be required, or made voluntarily, during the Lock-up Period and, if any Section 13 filing is required during the Lock-up Period, such filing shall clearly indicate the type of transaction giving rise to the change in ownership;
- (iv) transfers of ADSs, Ordinary Shares or Related Securities by operation of law, or pursuant to an order of a court or regulatory agency, including pursuant to a domestic order or divorce settlement; *provided* that (A) if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (iv), and (B) the undersigned does not otherwise voluntarily effect any other public filing or report regarding such transfers during the Restricted Period;
- (v) transfers of the undersigned’s ADSs, Ordinary Shares or Related Securities 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 and such transfer is not for value;
- (vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, the transfer of ADSs, Ordinary Shares or Related Securities made by the undersigned to another corporation, partnership, limited liability company, trust or other business entity so long as the transferee is an Affiliate of the undersigned and such transfer is not for value;
- (vii) the exercise of share options or other performance or share rights to acquire ADSs, Ordinary Shares and/or Related Securities granted under the Company’s equity incentive plans described

in the final prospectus relating to the Offering (the “**Prospectus**”) by the undersigned, and the receipt by the undersigned from the Company of ADSs, Ordinary Shares and/or Related Securities upon such exercise, insofar as such share option or right is outstanding as of the date of the Prospectus, *provided* that the underlying ADSs, Ordinary Shares and/or Related Securities shall continue to be subject to the restrictions on transfer set forth in this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that the filing relates to the exercise of a share option or right and that no ADSs, Ordinary Shares or Related Securities were sold by the reporting person;

- (viii) transfers of ADSs, Ordinary Shares or Related Securities to the Company (A) 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 (B) 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, Ordinary Shares or Related Securities received as a result of such exercise, vesting or settlement shall remain subject to the terms of this letter agreement, and *provided further*, if required during the Lock-up Period, any public report or filing shall clearly indicate in the footnotes thereto that such transfer is being made pursuant to the circumstances described in this clause (viii);
- (ix) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, provided that holders of at least 50% of the ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions, and to which offers under the Takeover Bid relate, have accepted the offers made under the Takeover Bid in accordance with the terms of such offers, *provided* that, if for any reason any or all ADSs, Ordinary Shares or Related Securities are not transferred or cancelled in accordance with a Takeover Bid, then the undersigned agrees that the restrictions applying to the ADSs, Ordinary Shares or Related Securities to the Company owned by the undersigned shall remain subject to the terms of this letter agreement;
- (x) a Takeover Bid under Chapter 6 of the Corporations Act made to acquire all or some of the ADSs, Ordinary Shares or Related Securities, to the extent necessary to allow the undersigned to tender any of the ADSs, Ordinary Shares or Related Securities into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of ADSs, Ordinary Shares or Related Securities that are not the subject of any lock-up restrictions have either accepted the Takeover Bid or tendered (and not withdrawn) their ADSs, Ordinary Shares or Related Securities into the bid acceptance facility, *provided*, that in the event that such Takeover Bid is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xi) allow the ADSs, Ordinary Shares or Related Securities to be transferred or cancelled as part of an equal access share buyback (including an equivalent buyback which does not require shareholder approval as a result of a modification by the Australian Securities and Investments Commission of the Corporations Act), a pro-rata capital return, a pro-rata reduction of capital or other similar reorganisation, which has received all necessary approvals, including all necessary approvals by shareholders of the Company and the courts *provided*, that in the event that such aforementioned transactions are not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
or

- (xii) a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between the Company and the holders of ADSs, Ordinary Shares or Related Securities becomes effective in accordance with section 411(10) of the Corporations Act, to the extent necessary to allow the ADSs, Ordinary Shares or Related Securities to be acquired or cancelled under, and on implementation of, that scheme of arrangement, *provided*, that in the event that such scheme of arrangement is not completed, the ADSs, Ordinary Shares or Related Securities owned by the undersigned shall remain subject to the terms of this letter agreement;
- (xiii) transfers of ADSs, Ordinary Shares or Related Securities to the Company in connection with the repurchase of such ADSs, Ordinary Shares or Related Securities by the Company upon the termination of the undersigned's employment or other service with the Company pursuant to agreements under which the Company has the option to repurchase such ADSs, Ordinary Shares or Related Securities as in effect as of the date of the Prospectus; or
- (xiv) 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 (x) held by the undersigned shall remain subject to the terms of this letter agreement.

Notwithstanding the foregoing, in the case of any transfer described in clauses (i), (ii), (v) and (vi) above, it shall be a condition to such transfer that:

- each transferee executes and delivers to Jefferies, Morgan Stanley, Truist and William Blair an agreement in form and substance satisfactory to Jefferies, Morgan Stanley, Truist and William Blair stating that such transferee is receiving and holding such ADSs, Ordinary Shares and/or Related Securities subject to the provisions of this letter agreement and agrees not to Sell or Offer to Sell such ADSs, Ordinary Shares and/or Related Securities, engage in any Swap or engage in any other activities restricted under this letter agreement except in accordance with this letter agreement (as if such transferee had been an original signatory hereto); and
- prior to the expiration of the Lock-up Period, no public disclosure or filing under the Exchange Act by any party to the transfer (donor, donee, transferor or transferee) shall be required, or made voluntarily, reporting a reduction in beneficial ownership of ADSs, Ordinary Shares or Related Securities in connection with such transfer.

Furthermore, notwithstanding the restrictions imposed by this letter agreement, the undersigned may establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of ADSs, Ordinary Shares and/or Related Securities, *provided* that such plan does not provide for any transfers of ADSs, Ordinary Shares and/or Related Securities 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.

In addition, (i) Jefferies, Morgan Stanley, Truist and William Blair agree that, at least seven business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Ordinary Shares or ADSs, Jefferies, Morgan Stanley, Truist and William Blair will notify the Company of the impending release or waiver, and (ii) the Company (in accordance with the provisions of the Underwriting Agreement) will announce the impending release or waiver by ASX announcement at least five business days before the effective date of the release or waiver. Any release or waiver granted by Jefferies, Morgan Stanley, Truist or William Blair hereunder to any such officer or

director shall only be effective five business days after the publication date of such ASX Announcement. The provisions of this paragraph will not apply if both (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter agreement that are applicable to the transferor to the extent and for the duration that such terms remain in effect at the time of the transfer.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or “group” (within the meaning of Section 13(d)(3) of the Exchange Act), other than a natural person, entity or “group” (as described above) that has executed a lock-up agreement in substantially the same form as this letter, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

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 ADSs, Ordinary Shares and/or Related Securities held by the undersigned and the undersigned’s Family Members, if any, except in compliance with the foregoing restrictions.

With respect to the Offering only, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any ADSs, Ordinary Shares and/or any Related Securities owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the ADSs. The undersigned will not, and will cause any Family Member not to take, directly or indirectly, any such action.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation between the Company and the underwriters.

If (i) the Company or the Representatives advises the other party or parties, as applicable, in writing that it does not intend to proceed with the Offering, (ii) the Company withdraws the registration statement relating to the Offering, (iii) the Underwriting Agreement is not executed before September 30, 2024 (*provided* that the Company may by written notice to the undersigned extend such date for a period of up to an additional three months in the event that the Underwriting Agreement has not been executed by such date), or (iv) the Underwriting Agreement (other than the provisions thereof that survive termination) terminates or is terminated prior to payment for and delivery of the ADSs, then in each case, this letter agreement shall automatically, and without any action on the part of any other party, terminate and be of no further force and effect, and the undersigned shall automatically be released from the obligations under this letter agreement.

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

The undersigned acknowledges and agrees that the underwriters have not provided any recommendation or investment advice nor have the underwriters solicited any action from the undersigned with respect to the Offering of the ADSs and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned

further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Offering, the Representatives and the other underwriters are not making a recommendation to you to enter into this letter agreement, and nothing set forth in such disclosures is intended to suggest that the Representatives or any underwriter is making such a recommendation.

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 or www.echosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Signature

Mark Nelson

Printed Name of Person Signing

*(Indicate capacity of person signing if
signing as custodian or trustee, or on behalf
of an entity)*

**Certain Defined Terms
Used in Lock-up Agreement**

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

- “**Affiliate**” shall have the meaning set forth in Rule 405 under the Securities Act.
- “**Call Equivalent Position**” shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.
- “**Corporations Act**” shall mean the Corporations Act 2001 (Australia).
- “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.
- “**Family Member**” shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersigned’s spouse, in each case living in the undersigned’s household or whose principal residence is the undersigned’s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise).
- “**Immediate family member**” as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.
- “**Lock-up Period**” shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 90 days after the date of the Prospectus (as defined in the Underwriting Agreement).
- “**Offered ADS**” shall have the same meaning as set forth in the Underwriting Agreement.
- “**Put Equivalent Position**” shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.
- “**Related Securities**” shall mean any options or warrants or other rights to acquire ADSs or Ordinary Shares or any securities exchangeable or exercisable for or convertible into ADSs or Ordinary Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into ADSs or Ordinary Shares.
- “**Securities Act**” shall mean the Securities Act of 1933, as amended.
- “**Sell or Offer to Sell**” shall mean to:
 - sell, offer to sell, contract to sell or lend,
 - effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position,
 - pledge, hypothecate or grant any security interest in, or
 - in any other way transfer or dispose of,

in each case whether effected directly or indirectly.

- “**Swap**” shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of ADSs, Ordinary Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.
- “**Takeover Bid**” shall have the meaning set forth in the Corporations Act and whether a full bid or a proportionate bid.

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this letter agreement.