

Form 603

Corporations Act 2001

Section 671B

Notice of initial substantial holderTo Company Name/Scheme **Vitura Health Limited**ACN/ARSN **ACN 629 071 594****1. Details of substantial holder (1)**Name **AFO Investments Pty Ltd as trustee for the AFO Investment Trust ("AFO")**ACN/ARSN (if applicable) **ACN 677 816 009**The holder became a substantial holder on **11/02/2025****2. Details of voting power**

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Shares	74,814,757	74,814,757	11.39%

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
AFO	Relevant interest under s 608 (1) of the Corporations Act 2001 (Cth)	74,814,757 Ordinary Shares
MR Khalil Shahin	Relevant interest under s608(1) (b) and (c) of the Corporations Act 2001 (Cth) by virtue of the application of s 608 (2)	74,814,757 Ordinary Shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
AFO	AFO	AFO	74,814,757 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	
AFO	11/02/2025	\$0.06912 per VIT Share	N/A	74,814,757 Ordinary Shares

		pursuant to Subscription Agreement (Annexeure A) total consideration of \$5,171,196		

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
Mr Khalil Shahin	Controller of AFO

7. Addresses

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

Name	Address
AFO	Level 17, 33 King William Street, Adelaide SA 5000
Mr Khalil Shahin	Level 17, 33 King William Street, Adelaide SA 5000

Signature

print name **Khalil Shahin**

capacity **Director**

sign here

date **17 / 08 / 2005**

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 an option) write "unknown".
 - (9) Details of the consideration must include any and all benefits, money 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.
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Khalil Shahin

Subscription Agreement

Dated 10 February 2025

Parties

Company **Vitura Health Limited** ACN 629 071 594 of Suite 8, Level 3, 299 Toorak Road, South Yarra, Victoria, 3141

Subscriber **AFO Investments Pty Ltd** ACN 677 810 009 as Trustee for the AFO Investment Trust (**Trust**) of Level 17, 33 King William Street, Adelaide, South Australia 5000

Background

- A The Company is currently undertaking a capital raising by way of a private placement.
- B The Subscriber wishes to subscribe for the Subscription Shares.
- C The parties have agreed to enter into this document to record the terms of their agreement.

Key terms

No.	Key Term	Details	
1	Completion Date	The date which is no later than 1 Business Day after the date of this document	
2	Subscription Amount	\$5,171,196	
3	Notice details	Name	Subscriber
		Attention	Professor Khalil Shahin AO
		Address	Level 17, 33 King William Street, Adelaide SA 5000
		Email address	shahin.charlie@afo.com.au

Execution

EXECUTED as an agreement.

Executed by AFO Investments Pty Ltd ACN 677 810 009 as Trustee for the AFO Investment Trust in accordance with section 127(2) of the Corporations Act 2001 (Cth):



Signature of Director

KHALIL SHAHIN

Name (please print)

Signature of Director/Company Secretary

Name (please print)

Executed by Vitura Health Limited ACN 629 071 594 in accordance with section 127(2) of the Corporations Act 2001 (Cth):



Signature of Director

Robert Iervasi
Name (please print)



Signature of Company Secretary

Thomas Godfrey Howitt
Name (please print)

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document:

Term	Definition
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
Business Day	means, in relation to a notice given under this document, a day that is not a Saturday, Sunday or public holiday in the place of the recipient of the notice.
Completion	means completion of the issue and allotment of the Subscription Shares to the Subscriber under this document.
Completion Date	has the meaning given to it in Item 1 of the Key Terms on page 1 of this document.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).
Encumbrance	means any one or more of the following: <ul style="list-style-type: none"> (a) a security interest as that term is defined in the PPSA; (b) any other mortgage, charge, pledge or lien or a preferential or adverse interest of any kind; (c) a title retention arrangement; (d) a right of any person to purchase, occupy or use assets (including under a hire purchase agreement, option, licence, lease, or agreement to purchase); (e) a right to set-off or right to withhold payment of a deposit or other money; (f) an easement, restrictive covenant, caveat or similar restriction over property (except, in the case of land, a covenant noted on the certificate of title to the land concerned); (g) an agreement to create any of the items referred to in paragraphs (a) to (f) above or to allow any of those items to exist; (h) a notice under section 255 <i>Income Tax Assessment Act 1936</i> (Cth), subdivision 260-A in schedule 1 <i>Taxation Administration Act 1953</i> (Cth), or any similar legislation; or (i) any other right (including under a trust or agency arrangement) of a creditor to have its claims satisfied before other creditors with, or from the proceeds of, or by recourse to any asset and includes any agreement, arrangement or deed conferring that right.
Issue Price	means \$0.06912 per Subscription Share.

Term	Definition
PPSA	means <i>Personal Property Securities Act 2009</i> (Cth).
Subscription Amount	has the meaning given to it in Item 2 of the Key Terms on page 1 of this document.
Subscription Shares	means the number of fully paid ordinary shares in the capital of the Company equal to the Subscription Amount divided by the Issue Price, namely 74,814,757 shares.
Securities Cleansing Statement	means a written notice by the Company to ASX under section 708A(5) of the Corporations Act meeting the requirements of section 708A(6) of the Corporations Act, in a form, and containing the information, that is sufficient so that the Subscription Shares to which the notice relates will be Tradeable, without any further action being required by the Company or the Subscriber.
Tradeable	means Shares that are able to be traded by way of secondary trading on the ASX, without the recipient being required to provide disclosure in accordance with Division 2 of Part 6D.2 of the Corporations Act or otherwise being in breach of section 707 of the Corporations Act.

1.2 Interpretation

In this document:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (i) a reference to 'month' means calendar month.

2 Issuance of Subscription Shares

In consideration for the Subscriber paying the Subscription Amount, the Company agrees to issue the Subscription Shares to the Subscriber on the terms of this document.

3 Completion

3.1 Date and place of Completion

Completion occurs on the Completion Date at the registered address of the Company or another place as agreed between the parties.

3.2 Events for Completion

On Completion:

- (a) the Subscriber must pay the Subscription Amount in immediately available funds to the Company (or its nominee); and
- (b) the Company must allot the Subscription Shares to the Subscriber.

3.3 ASX filings

- (a) As soon as practicable following the date of this document (and in any event no later than the time period required by the listing rules of ASX), the Company must duly execute and lodge with the ASX an Appendix 3B, if necessary, in respect of the Subscription Shares to be issued under this document.
- (b) On Completion the Company must duly execute and lodge with the ASX in accordance with all applicable Laws:
 - (i) in respect of an issue of the Subscription Shares, a Securities Cleansing Statement; and
 - (ii) in respect of an issue of the Subscription Shares, an Appendix 2A.

4 Company's warranties

4.1 Warranties

The Company warrants to the Subscriber at the date of this document and the Completion Date that:

- (a) it is validly existing under the laws of its place of incorporation;
- (b) it has full power to enter into and perform its obligations under this document and to carry out the transactions contemplated by this document;
- (c) it has taken all necessary action to authorise its entry into and performance of this document and to carry out the transactions contemplated by this document including that no prior approval of its security holders is required by listing rule 7.1 of the listing rules of ASX;

- (d) its obligations under this document are valid and binding and enforceable against it; and
- (e) on issue:
 - (i) the Subscription Shares will be fully paid and validly issued;
 - (ii) the Subscriber will be the legal owner of the Subscription Shares; and
 - (iii) the Subscription Shares will be free from all Encumbrances unrelated to the Subscriber.

4.2 Duration

The warranties in clause 4.1 survive and do not merge on Completion.

5 Subscriber's warranties

5.1 Warranties

The Subscriber warrants to the Company at the date of this document and the Completion Date that:

- (a) it is validly existing under the laws of its place of incorporation;
- (b) it is not a person who is required to be issued a disclosure document as would otherwise be required under Chapter 6D of the Corporations Act;
- (c) it has full power to enter into and perform its obligations under this document and to carry out the transactions contemplated by this Agreement;
- (d) all action on the Subscriber's part required for the lawful execution and delivery of this Agreement has been taken. Upon execution and delivery by the Subscriber, this Agreement will be a valid and binding obligation of the Subscriber;
- (e) to the fullest extent permitted by law, all terms, conditions, undertakings, inducements, warranties or representations (whether express or implied, statutory or otherwise) and which relate to or are connected with terms of this Agreement are excluded;
- (f) the Subscriber acknowledges that all disclosures made by the Company in announcement on the ASX are deemed disclosures under this Agreement and are relied upon by the Company and the Subscriber.
- (g) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;
- (h) the Trustee has power under the deed constituting the Trust (**Trust Deed**) and under its constitution, to enter into and execute this Agreement and to perform the obligations imposed under this Agreement as trustee;
- (i) all necessary resolutions have been passed as required by the Trust Deed and by its constitution, in order to make this Agreement fully binding on the Trustee;
- (j) the execution of this Agreement is for the benefit of the Trust; and

- (k) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Agreement and the assets of the Trust are sufficient to satisfy that right of indemnity.

5.2 Duration

The warranties in clause 5.1 survive and do not merge on Completion.

6 General

6.1 Amendments

This document may only be amended by written agreement between all parties.

6.2 Assignment

A party may only assign this document or a right under this document with the written consent of the other party.

6.3 Counterparts

This document may be signed in any number of counterparts. All counterparts together make one instrument.

6.4 Costs

Each party will pay its own costs incidental to the negotiation, preparation or completion of the transactions contemplated by this document.

6.5 Entire agreement

This document supersedes all previous agreements about its subject matter. This document embodies the entire agreement between the parties. To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, is withdrawn and has no effect except to the extent expressly set out or incorporated by reference in this document. Each party acknowledges and agrees that it does not rely on any prior conduct or representation by the other party in entering into this document.

6.6 Further assurances

Each party must do all things reasonably necessary to give effect to this document and the transactions contemplated by it.

6.7 No waiver

The failure of a party to require full or partial performance of a provision of this document does not affect the right of that party to require performance subsequently. A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A right under this document may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in that waiver.

6.8 Governing law and jurisdiction

Victoria law governs this document. Each party irrevocably submits to the non-exclusive jurisdiction of the Victoria courts and courts competent to hear appeals from those courts.

6.9 Severability

A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force.

7 Notice

7.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas; or
 - (iii) sent by email to that person's email address unless the sender receives a computer generated report that the email was not successfully sent, within two hours after the email being sent.

7.2 When is notice given

A notice, consent or communication given under clause 7.1(a) is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

If a notice is	It is given and received on
Delivered by hand or sent by email	(a) that day, if delivered or sent by 5.00pm on a Business Day; or (b) the next Business Day, in any other case.
Sent by post	(a) three Business Days after posting, if sent within Australia; or (b) seven Business Days after posting, if sent to or from a place outside Australia.

7.3 Address for notices

A person's address and email address are those set out on page 1 of this document, or as the person notifies the sender.

Company	Vitura Health Limited
Attention	Mr. Tom Howitt, Company Secretary
Address	Suite 8, Level 3, 299 Toorak Road, South Yarra, Victoria, 3141
Email address	tom.howitt@vitura.com.au

Subscriber	AFO Investments Pty Ltd as Trustee for the AFO Investment Trust
Attention	Professor Khalil Shahin AO, Chairman
Address	Level 17, 33 King William Street, Adelaide SA 5000
Email address	shahin.charlie@afo.com.au