

Constitution of Vitramed Pty Ltd ACN 122 063 843

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Adopted by special resolution on 16 October 2025.

1. Definitions & interpretation

Act means the Corporations Act 2001 (Cth).

Replaceable Rules means the replaceable rules in section 141 of the Act, as in force from time to time.

Offer Document means the crowd-sourced funding (CSF) offer document of the Company dated 16 October 2025.

Substantial Shareholder means a shareholder that owns 20% or more of the shares in the Company.

Equity Securities includes shares, options, warrants, convertible notes or any other instrument convertible into shares.

Majority Members means shareholders who together hold at least 51% of the shares on issue (see Clause 9).

Headings are for convenience only and do not affect interpretation. A reference to a statute is to that statute as amended, consolidated, re-enacted or replaced from time to time.

2. Replaceable Rules and this Constitution

2.1 The Replaceable Rules apply to the Company as its constitution except to the extent they are modified, displaced or supplemented by this Constitution.

2.2 To the extent of any inconsistency, this Constitution prevails over the Replaceable Rules.

2.3 Terms of issue, rights and obligations set out in the Offer Document (as incorporated by Schedule 1) form part of this Constitution to the extent permitted by law and, if there is any inconsistency, the relevant term of issue in Schedule 1 prevails over a Replaceable Rule.

3. Share capital and issues of securities

3.1 The directors may issue Equity Securities with such terms as they determine, subject to the Act, this Constitution and Schedule 1.

3.2 Pre-emptive rights on issue — Except as provided in Clause 3.3, before issuing any Equity Securities the Company must first offer them to each Substantial Shareholder pro-rata to that holder's existing shareholding, on terms no less favourable than would be offered to a third party. An offer lapses if not accepted within [10] Business Days (or such longer period as the directors determine).

3.3 Exceptions — Clause 3.2 does not apply to an issue of Equity Securities where:

- the Board resolves to make a CSF offer;
- the issue is a public offer of securities;

- the issue (alone or when aggregated with all such issues in the preceding 12 months) does not exceed 10% of the issued share capital;
- the Substantial Shareholders waive pre-emptive rights by Substantial Shareholder Majority;
- the issue is under an employee equity or incentive plan approved by the Board;
- the issue is made in connection with an Exit Event approved in accordance with this Constitution;
- the issue (alone or when aggregated with such issues in the preceding 12 months) is not more than 20% of issued share capital and is part of an arm's-length commercial agreement; or
- the issue is consideration (in whole or in part) for an acquisition of an interest in any business, entity or company approved by special resolution of the Board.

3.4 Shares issued under a CSF offer rank equally with existing fully-paid ordinary shares from the date of issue, unless otherwise specified in their terms of issue.

4. Transfer of shares; right of first refusal

4.1 Except for a Permitted Transfer (see Schedule 1), a shareholder who wishes to transfer shares must first give a transfer notice to the Company. The Company must offer those shares pro-rata to existing shareholders of that class before permitting a transfer to a third party. If no shareholder accepts the offer within the offer period, the transferring shareholder may complete the transfer to a third party on terms no more favourable than those offered to existing shareholders and within [60] days of the expiry of the offer period.

4.2 The Board may, subject to the Act, refuse to register a transfer of shares to a third party.

4.3 On-sale restrictions — Shares issued under a CSF offer must not be on-sold within 12 months of their issue without a disclosure document unless an exemption applies or ASIC grants relief.

5. Certificates and registers

The Company may issue share certificates and must maintain registers as required by the Act.

6. Dividends

6.1 The directors may declare and pay dividends in accordance with the Act. All fully-paid ordinary shares participate equally in any dividend declared.

6.2 No dividend may be paid unless the payment satisfies the requirements of the Act and would not materially prejudice the Company's ability to pay its creditors.

7. Meetings of members

7.1 Directors may call meetings of members. Members with at least 5% of the votes that may be cast at a general meeting may call and hold a meeting themselves or require the directors to call and hold a meeting.

7.2 A resolution put to the vote at a meeting is decided on a show of hands unless a poll is demanded. On a show of hands each member has one vote; on a poll each member has one vote for each fully-paid share held.

8. Directors and officers

8.1 Appointment and removal of directors is as provided in the Replaceable Rules, subject to this Clause.

8.2 Nominee Directors — Each Substantial Shareholder is entitled to appoint one Nominee Director for each whole 20% of the shares it holds, and to remove and replace such Nominee Director by written notice to the Company.

9. Drag-along and tag-along; Exit events

9.1 Drag-along — If Majority Members (being shareholders who together hold at least 51% of the shares on issue) propose to sell their shares to a bona fide third-party purchaser, they may require all other shareholders to sell the same proportion of their shares on the same terms (Drag Sale). Pre-emptive rights under Clause 4 do not apply to a Drag Sale.

9.2 Tag-along — If shareholders who together hold at least 51% of the shares on issue propose to sell their shares to a third party and do not exercise the drag-along right, each other shareholder has a right (but not an obligation) to sell up to the same proportion of their shares on the same terms (Tag Sale).

9.3 Chapter 6 turn-off — If the Company has no CSF shareholders and becomes subject to Chapter 6 of the Act (takeovers), the drag-along and tag-along mechanisms are suspended to the extent they cannot functionally apply under Chapter 6.

9.4 IPO escrow — If an Exit Event involves an IPO, each shareholder must enter into any escrow arrangements required by law, the listing rules of the relevant stock exchange, or reasonably recommended by the Company's advisers to enable the success of the IPO.

9.5 Exit Event means a sale of all or a controlling interest in the Company, an IPO, a trade sale or other liquidity event approved in accordance with this Constitution.

10. Variation of rights; amendment of Constitution

10.1 Class rights may be varied or cancelled only as permitted by the Act and (where applicable) by special resolution of the holders of the relevant class.

10.2 This Constitution may be replaced or modified by special resolution of members.

11. CSF-specific governance

11.1 While the Company has CSF shareholders, Chapter 2E of the Act (related party transactions) applies to the Company; any financial benefit to a related party requires member approval unless an exception applies.

11.2 The Company will comply with statutory reporting and audit requirements applicable from time to time (including any requirement to have financial reports audited if total CSF funds raised exceed \$3 million or the Company becomes a large proprietary company).

12. Employee equity plans

The Board may establish and administer employee equity or incentive plans and may issue Equity Securities under such plans without applying the pre-emptive rights in Clause 3.2.

13. Winding up

On winding up, after payment of the Company's debts, any surplus must be distributed among shareholders according to the rights attaching to their shares.

14. Notices and miscellaneous

14.1 Notices may be given in the manner permitted by the Act, including electronically.

14.2 The directors may make policies and procedures not inconsistent with this Constitution or the Act for the management of the Company's business.

Schedule 1 - Incorporated terms from CSF Offer Document

A. Incorporated terms. Without limiting Clause 2.3, the following terms (as described in the Offer Document dated 16 October 2025) are incorporated into this Constitution:

- Voting: one vote per member on a show of hands; on a poll, one vote per fully-paid share held.
- Dividends: at the directors' discretion subject to the Act; ordinary shares participate equally.
- General meetings: members holding at least 5% of the votes may call or require the calling of a general meeting.
- Nominee Directors: each Substantial Shareholder ($\geq 20\%$) may appoint one Nominee Director per whole 20% holding.
- Restrictions on transfer: right of first refusal on transfer; Board discretion to refuse a transfer to a third party.
- Drag-along and tag-along: as set out in Clause 9.

- Pre-emptive rights on issue with exceptions: CSF offers; public offers; $\leq 10\%$ aggregate issues in any 12 months; waiver by Substantial Shareholder Majority; ESOP; Exit Event; $\leq 20\%$ aggregate as part of arm's-length commercial agreements; acquisition consideration approved by Board special resolution.
- On-sale restrictions: shares issued under a CSF offer are subject to statutory 12-month on-sale restrictions absent a disclosure document or exemption.
- Amendment of constitution: by special resolution of members ($\geq 75\%$).

B. Permitted Transfers. The following transfers are 'Permitted Transfers' for the purpose of Clause 4.1 (no pre-emptive process required)

- a transfer to an Affiliate or a Related Body Corporate of the transferring shareholder;
- a transfer to a trust, nominee or custodian for the benefit of the transferring shareholder or its immediate family;
- a transfer approved by the Board where no other reasonable transferee exists (e.g., bankruptcy or estate administration);
- a transfer pursuant to a Drag Sale (Clause 9.1) or a Tag Sale (Clause 9.2).

C. Conflicts. If any incorporated term is inconsistent with the Act or any applicable law, the Act or applicable law prevails and the inconsistent term is read down or severed to the extent of the inconsistency.