



PRIME FINANCIAL GROUP LIMITED
ACN 009 487 674

ENTITLEMENT OFFER BOOKLET

This document contains a non-renounceable fully underwritten pro-rata entitlement offer to Eligible Shareholders on the basis of 1 Share for every 13.19 existing Shares held by Eligible Shareholders on the Record Date at an issue price of \$0.20 per Share to raise approximately \$3,300,000 (before expenses) (**Offer**).

This document is not a prospectus and does not contain all of the information that an investor would find in a prospectus or may require in order to make an informed investment decision regarding the Shares that are the subject of the Offer.

The Offer opens on 18 June 2024 and closes at 5:00pm (AEST) on 27 June 2024 (unless extended). Valid acceptances must be received before the close of the Offer.

The Shares offered by this Offer Booklet should be considered as speculative in nature.

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1. **IMPORTANT INFORMATION**

1.1 **Defined Terms**

Certain capitalised terms and abbreviations used in this Offer Booklet have defined meanings which are explained in Section 8 (Defined Terms).

1.2 **This Offer Booklet is not a prospectus**

This Offer Booklet has been prepared to facilitate a non-renounceable pro-rata entitlement offer of continuously quoted securities in accordance with section 708AA of the Corporations Act.

In general terms, section 708AA permits certain companies to undertake rights issues without being required to provide a prospectus or other disclosure document to shareholders. Accordingly, this Offer Booklet does not contain all of the information that an investor would find in a prospectus or which may be required in order to make an informed investment decision regarding, or about the rights attaching to, the Shares offered pursuant to this document.

Eligible Shareholders should rely on their own knowledge of the Company, and consider the information disclosed in historical announcements made by the Company to ASX, when assessing whether to accept the Offer.

1.3 **No investment advice**

This Offer Booklet is not financial product or investment advice nor a recommendation to acquire Shares and has been prepared without taking into account the objectives, financial situation or needs of individuals. Before making an investment decision, prospective investors should consider the appropriateness of the information having regard to their own objectives, financial situation and needs and seek legal, taxation and financial advice appropriate to their jurisdiction and circumstances.

1.4 **Overseas Shareholders**

This Offer Booklet contains an offer of Shares to Eligible Shareholders in Australia and New Zealand (and other jurisdictions which permit Shareholders to receive an offer under this Offer Booklet without any requirement for a prospectus, disclosure document, or any lodgement, filing, registration or qualification, but only where the Company decides to extend an invitation to participate in its sole and absolute discretion) (**Eligible Jurisdictions**) and has been prepared in accordance with section 708AA of the Corporations Act as modified by ASIC Corporations (Non-Traditional Rights Issues) Instrument 2016/84 and ASIC Corporations (Disregarding Technical Relief) Instrument 2016/73.

Please refer to Section 3.4 of this Offer Booklet for Eligible Shareholder criteria.

The Offer is not being extended and Shares will not be issued to Shareholders with a registered address that is outside the Eligible Jurisdictions. Furthermore, this Offer Booklet does not constitute an offer in any place or jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or to issue this Offer Booklet.

The Shares that are being offered pursuant to this Offer Booklet have not been, and will not be, registered under the US Securities Act of 1933 or the securities laws of any state or other jurisdiction of the United States. Accordingly, the Shares may not be offered or sold in the United States except in transactions exempt from, or not subject to, the registration requirements of the US Securities Act and applicable US state securities laws.

It is not practicable for the Company to comply with the securities laws of every overseas jurisdiction in which its Shareholders reside having regard to the number of overseas

Shareholders, the number and value of Shares these Shareholders would be offered, and the cost of complying with regulatory requirements in each of the relevant jurisdictions.

New Zealand Shareholders

Shares are not being offered to the public within New Zealand other than to existing Shareholders of the Company with registered addresses in New Zealand to whom the offer of these securities is being made in reliance on the Financial Markets Conduct (Incidental Offers) Exemption Notice 2016.

This Offer Booklet has been prepared in compliance with Australian law and has not been registered, filed with or approved by any New Zealand regulatory authority under the Financial Markets Conduct Act 2013. This Offer Booklet is not a product disclosure statement under New Zealand law and is not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to contain.

1.5 Notice to nominees and custodians

Nominees and custodians may not distribute this Offer Booklet or any Entitlement and Acceptance Form, or purchase Shares on behalf of beneficial shareholders, in any country outside of the Eligible Jurisdictions, except in such other country as the Company may determine it is lawful and practical to make the Offer. Acceptance of the Offer by a nominee or custodian will be taken by the Company to constitute a representation that the nominee or custodian has complied with its obligations under this sub-section and with all applicable regulations.

1.6 No sale nominee for Ineligible Shareholders – takeover exception not applicable

The Company has not appointed a sale nominee for ineligible Shareholders under section 615 of the Corporations Act. Accordingly, Eligible Shareholders will not be able to rely upon the rights issue exception to the takeover restrictions set out in item 10 of section 611 of the Corporations Act in relation to the Offer.

An Eligible Shareholder who intends to apply for some or all of their Entitlements (or any Shortfall Shares) must have regard to the takeover restrictions in section 606 of the Corporations Act. Any Eligible Shareholder at risk of exceeding voting power of 20% or more in the Company should obtain professional advice before applying for Shares under this Offer Booklet.

The Company will only issue Shares to an Eligible Shareholder or other person where the Directors are satisfied, in their sole discretion, that doing so will not result in a person's voting power increasing above 20% or increasing an existing voting power of more than 20% in breach of the takeover restrictions.

1.7 Risk Factors

An investment in Shares should be regarded as speculative. In addition to the general risks applicable to all investments in listed securities, there are specific risks associated with an investment in the Company which are described in Section 6. Eligible Shareholders should have regard to (among other things) the risks and disclaimers outlined in this Offer Booklet.

1.8 No representations

This Offer Booklet has been prepared by the Company.

No person is authorised to give any information or to make any representation in connection with the Offer which is not contained in this Offer Booklet. Any information or representation not

so contained may not be relied on as having been authorised by the Company in connection with the Offer.

1.9 Future performance and forward-looking statements

This Offer Booklet may contain certain forward looking statements. The words anticipate, believe, expect, project, forecast, estimate, likely, intend, should, could, may, target, plan, consider, foresee, aim, will and other similar expressions are intended to identify forward looking statements. Indications of, and guidance on, future activities, financial position and performance of the Company and the Shares are also forward looking statements. Such forward looking statements are based on an assessment of present economic and operating conditions and a number of assumptions regarding future events and actions that, as at the date of this Offer Booklet are expected to take place and are provided as a general guide only. The Company cannot and does not give any assurance that the activities, results, performance or achievements expressed or implied by such statements will actually occur. Any such activity, result, performance or achievement involves known and unknown risks, uncertainties and other factors, many of which are outside the control of the Company. Shareholders are cautioned not to place undue reliance on these forward looking statements.

Forward looking statements are also subject to various risk factors (including those set out in Section 6) that could cause the Company's actual results to differ materially from the results expressed or anticipated in these statements.

The Company has no intention to update or revise forward looking statements, regardless of whether new information, future events or any other factors affect the information contained in this Offer Booklet, except where required by law.

1.10 Governing Law

This Offer Booklet and the contracts formed on acceptance of the Entitlement and Acceptance Forms are governed by the laws applicable in Victoria, Australia. Each Applicant submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.

2. KEY OFFER TERMS

Key Offer Terms	
Issue Price	\$0.20 per Share
Entitlement	1 Share for every 13.19 existing Shares held by an Eligible Shareholder on the Record Date
Approximate number of Shares to be issued under the Offer	16,500,000 Shares
Approximate amount to be raised under the Offer (before expenses)	\$3.3 million

This Offer Booklet is dated 11 June 2024 and the following are the key dates relating to the Offer.

Timetable	Date
Company Announces Offer, lodgement of Offer Booklet, Appendix 3B and s708AA Cleansing Notice	Tuesday, 11 June 2024
Ex date	Thursday, 13 June 2024
Record Date for determining Entitlements	Friday, 14 June 2024
Offer Opening Date Offer Booklet sent out to Eligible Shareholders and Company announces this has been completed	Tuesday, 18 June 2024
Last date to extend the Closing Date	Monday, 24 June 2024
Closing Date	Thursday, 27 June 2024
Shares quoted on a deferred settlement basis	Friday, 28 June 2024
Announcement of results of Offer including under subscriptions (if any)	Tuesday, 2 July 2024
Issue date / Shares entered into Shareholders' security holdings Lodgement of Appendix 2A	Wednesday, 3 July 2024
Quotation of Shares issued under the Offer	Thursday, 4 July 2024

Note: The above timetable is subject to change and the Company reserves the right to withdraw or vary the timetable for the Offer without notice. In particular, the Company reserves the right to extend the Closing Date for the Offer, to accept late Applications whether generally or in particular cases, or to withdraw the Offer without prior notice.

3. DETAILS OF THE OFFER

3.1 The Offer

The Offer is being made as a non-renounceable fully underwritten pro-rata entitlement offer of 1 Share for every 13.19 Shares held by Eligible Shareholders registered at the Record Date at an issue price of \$0.20 per Share. Fractional entitlements will be rounded up to the nearest whole number.

The issue price of \$0.20 per Share represents:

- an approximate 2.4% discount to the closing price of Shares on ASX on 5 June 2024, which was the last full day Shares traded on ASX before the announcement of the Offer;
- an approximate 4.3% discount to the 5 day VWAP to the closing price of the Shares as traded on ASX up to close of trading on 5 June 2024; and
- an approximate 2.3% discount to the TERP¹ of \$0.205.

Your Entitlement is shown on the personalised Entitlement and Acceptance form accompanying this Offer Booklet.

Based on the capital structure of the Company as set out in Section 4.1, a maximum of approximately 16,500,000 Shares will be issued pursuant to this Offer to raise approximately \$3,300,000 (before expenses).

All of the Shares offered under this Offer Booklet will rank equally with the Shares on issue at the date of this Offer Booklet.

The Directors may at any time decide to withdraw this Offer Booklet and the offer of Shares made under this Offer Booklet in which case the Company will return any application monies (without interest) it may have received within 28 days of giving such notice of withdrawal.

3.2 Underwriting

The Offer is fully underwritten by the Underwriter who has also been appointed as the lead manager of the Offer. The terms of the Underwriter's appointment including the total fees payable are set out in Section 7 below.

3.3 Shortfall Offer

Any Entitlements not taken up by Eligible Shareholders pursuant to the Offer will form the Shortfall Offer.

The Shortfall Offer is a separate offer made pursuant to this Offer Booklet and will remain open for up to three months following the Closing Date. The issue price for each Share to be issued under the Shortfall Offer shall be \$0.20 being the price at which Shares are being offered under the Offer.

The Shortfall Offer will only be available where there is a shortfall between Applications received from Eligible Shareholders and the number of Shares proposed to be issued under the Offer.

Eligible Shareholders who wish to subscribe for Shares above their Entitlement are invited to apply for Shortfall Shares representing up to 100% of their Entitlement under the Shortfall Offer.

¹ The Theoretical Ex-Rights Price (**TERP**) is the theoretical price at which the Shares should trade immediately following the ex-date for the Offer. TERP is calculated by reference to the Company's closing price of \$0.205 on 5 June 2024, being the last trading day prior to the announcement of the Offer. TERP is a theoretical calculation only and the actual price at which the Shares trade immediately after the ex-date of the Offer will depend on many factors and may not be equal to TERP.

The Board presently intends to allocate Shortfall Shares as follows:

- (a) to those Eligible Shareholders who apply for Shortfall Shares, noting Eligible Shareholders may apply for Shortfall Shares representing up to 100% of their Entitlement; and
- (b) to parties identified by the Underwriter and any sub-underwriters, subject to the terms of the Underwriting Agreement.

All decisions regarding the allocation of Shortfall Shares will be made by the Company in consultation with the Underwriter and will be final and binding. Eligible Shareholders who apply for Shortfall Shares may be allocated a lesser number of Shortfall Shares than applied for, or may be allocated no Shortfall Shares, in which case any excess application monies will be refunded without interest.

Any Shortfall Shares allocated to Eligible Shareholders will offset the Underwriter's obligation to underwrite the Offer pursuant to the Underwriting Agreement.

In the event the Underwriting Agreement is terminated and the Shortfall Shares are not fully subscribed for, they may be issued to parties identified by the Directors, which may include parties who are not currently Shareholders. In these circumstances allocations will be finalised within three months after the Closing Date and the Shortfall Shares will be issued at a price not less than \$0.20 per Share, although the Directors reserve the right to issue any Shortfall Shares at a higher price.

No Shares will be issued to an Applicant under this Offer Booklet if the Company is aware that the issue of Shares would contravene the takeover prohibition in section 606 of the Corporations Act or the ASX Listing Rules.

3.4 Eligibility

To qualify to participate in the Offer and the Shortfall Offer under this Offer Booklet, a Shareholder must:

- (a) be registered as a Shareholder at 5.00pm (AEST) on the Record Date; and
- (b) have a registered address in an Eligible Jurisdiction,

(each such person being an **Eligible Shareholder**).

3.5 Use of Funds

The Offer will raise approximately \$3,300,000 (before expenses) assuming that 100% of the Shares offered pursuant to the Offer are issued whether pursuant to the Offer, the Shortfall Offer or the Underwriting Agreement. Subject to rounding of any fractional Entitlements, 100% of the Shares offered are expected to be issued given that the Offer is fully underwritten however, please refer to Section 7 which summarises the circumstances in which the Underwriting Agreement may be terminated.

It is proposed that the proceeds raised from the Offer be allocated as follows:

Use of Funds	\$
Offset the cash payable upon completion of the EPM Acquisition ¹	\$1.4 million
Expenses of the EPM Acquisition and the Offer	\$0.6 million
Working Capital	\$1.3 million
Total	\$3.3 million

1. A cash payment of \$1.4 million will be made upon completion of the EPM Acquisition which will be funded by the Company's existing Westpac facility. It is anticipated completion will occur after the Record Date but before the Closing Date of the Offer. Please refer to the Investor Presentation for further information in relation to the consideration payable in connection with the EPM Acquisition.

3.6 **No rights trading**

The rights to Shares under the Offer are non-renounceable, which means that Eligible Shareholders may not sell or transfer all or any part of their Entitlement to subscribe for Shares under the Offer. If you do not take up your Entitlement to Shares under the Offer by the Closing Date, the Offer to you will lapse. The Shares in your Entitlement that are not taken up by you will form part of the Shortfall Shares.

3.7 **Opening and Closing Dates**

The Offer opens on the Opening Date, being 18 June 2024, and closes on the Closing Date, being 5:00pm (AEST) on 27 June 2024 (or such other dates as the Directors in their discretion shall determine subject to the ASX Listing Rules). The Company will accept applications until the Closing Date or such other date as the Directors in their absolute discretion shall determine, subject to the ASX Listing Rules.

3.8 **How to apply**

Details of how to apply for Shares under the Offer and the Shortfall Offer are set out in Section 5.

3.9 **ASX quotation**

Application will be made to the ASX for the Official Quotation of the Shares to be issued under the Offer. If permission is not granted by the ASX for the Official Quotation of the Shares to be issued under the Offer, the Company will repay, as soon as practicable, without interest, all application monies received pursuant to the Offer.

3.10 **Issue and dispatch**

Shares issued pursuant to the Offer will be issued in accordance with the ASX Listing Rules and the indicative timetable set out in Section 2. Shares issued pursuant to the Shortfall Offer may be issued on a progressive basis.

Pending the issue of the Shares or payment of refunds pursuant to this Offer Booklet, all application monies will be held by the Company's share registry in trust for the Applicants in a separate bank account as required by the Corporations Act. The Company will however, be entitled to retain all interest that accrues on the bank account and each Applicant waives the right to claim interest.

3.11 **CHESS**

The Company is a participant in CHESS, for those investors who have, or wish to have, a sponsoring stockbroker. Investors who do not wish to participate through CHESS will be sponsored by the Company. Because the sub-registers are electronic, ownership of securities can be transferred without having to rely upon paper documentation.

Electronic registers mean that the Company will not be issuing certificates to investors. Instead, investors will be provided with a statement (similar to a bank account statement) that sets out the number of Shares allotted to them under this Offer Booklet.

Further monthly statements will be provided to holders if there have been any changes in their security holding in the Company during the preceding month.

3.12 **Taxation implications**

The Directors do not consider it appropriate to give Shareholders advice regarding the taxation consequences of subscribing for Shares under this Offer Booklet. The Company, its advisers and its officers do not accept any responsibility or liability for any such taxation consequences to Shareholders.

Shareholders should consult their professional tax adviser in connection with subscribing for Shares under this Offer Booklet.

3.13 **Continuous disclosure obligations**

The Company is a "disclosing entity" (as defined in section 111AC of the Corporations Act) for the purposes of the Corporations Act and its Shares are enhanced disclosure securities quoted on ASX and, as such, the Company is subject to regular reporting and disclosure obligations under the Corporations Act and the ASX Listing Rules.

The Company is required to notify ASX of information about specific events and matters as they arise for the purposes of the ASX making that information available to the securities markets conducted by the ASX. In particular, the Company has an obligation under the ASX Listing Rules (subject to certain exceptions) to notify the ASX immediately of any information of which it is aware or becomes aware which a reasonable person would expect to have a material effect on the price or value of its securities.

This Offer Booklet is intended to be read in conjunction with the publicly available information in relation to the Company which has been notified to ASX and does not include information that would be included in a disclosure document or which investors ought to have regard to in deciding whether to subscribe for Shares under the Offer. Investors should therefore have regard to the other publicly available information in relation to the Company before making a decision whether or not to invest.

All announcements made by the Company are available from the ASX's website:
<https://www2.asx.com.au/markets/trade-our-cash-market/announcements.d2o>

Additionally, the Company is also required to prepare and lodge with ASIC yearly and half-yearly financial statements accompanied by a directors' statement and report, and an audit report or review. These reports are released to ASX and published on the Company's and ASX's websites.

4. EFFECT OF THE OFFER

4.1 Capital Structure

The effect of the Offer on the capital structure of the Company is set out below:

	Shares	Performance Rights
Currently on issue	217,649,334 ¹	20,947,665
Shares to be issued upon completion of EPM Acquisition	6,567,744 ²	N/A
Shares offered pursuant to the Offer	16,500,000	N/A
Total on issue after completion of the Offer	240,717,078 ³	20,947,665

1. Does not include 2,095,560 partly paid shares.

2. As noted in the announcement released to the ASX on 11 June 2024, the Company has entered into an agreement to undertake the EPM Acquisition. The Company will be required to issue 6,567,744 Shares on completion of the EPM Acquisition. It is anticipated completion will occur after the Record Date but before the Closing Date of the Offer. The Company may also be required to issue further Shares over a 2 year period pursuant to the EPM Acquisition if certain performance milestones are achieved. These additional Shares are not reflected in the table. Please refer to the Investor Presentation for further information in relation to the consideration payable in connection with the EPM Acquisition.

3. Assumes that 16,500,000 Shares are issued pursuant to the Offer whether pursuant to the Offer, the Shortfall Offer or the Underwriting Agreement and no performance rights are converted to Shares. Subject to rounding of any fractional Entitlements, 100% of the Shares offered are expected to be issued given that the Offer is fully underwritten however, please refer to Section 7 which summarises the circumstances in which the Underwriting Agreement may be terminated.

No Shares on issue are subject to ASX imposed escrow restrictions. 2,996,560 Shares are currently subject to a voluntary escrow restriction that is due to expire on 16 February 2027. All of the Shares issued in connection with the EPM Acquisition will be subject to a voluntary escrow restriction of 12 months from the date of issue.

4.2 Effect of the Offer on Control

It is not anticipated that the Offer will have a material impact on the control of the Company. The potential effect that the issue of the Shares under the Offer will have on the control of the Company will depend on a number of factors, including the extent to which Eligible Shareholders take up Shares under the Offer and the Shortfall Offer. The Company notes as follows:

- (a) if all Eligible Shareholders take up their Entitlement, the issue of Shares under the Offer will have no effect on the control of the Company and all Eligible Shareholders will continue to hold approximately the same percentage interest in the Company that they held prior to participating in the Offer. In this scenario only those shareholders that are not eligible to participate in the Offer will be diluted;
- (b) in the more likely event that all Eligible Shareholders do not take up their Entitlement, those Eligible Shareholders that do not subscribe for their full Entitlement and those Shareholders that are not eligible to participate in the Offer will be diluted relative to those Eligible Shareholders that subscribe for some or all of their Entitlement, as shown by the examples in the table in Section 4.3;
- (c) If the Offer is not fully subscribed then Shares will be issued pursuant to the Shortfall Offer and the Underwriting Agreement. In these circumstances, the maximum theoretical increase in the voting power of the Underwriter (or sub-underwriter) if no Eligible Shareholders take up any of their Entitlement will be approximately 6.85% of

the Company's issued capital following completion of the Offer. Given that the Underwriter will seek to ensure that its obligations under the Underwriting Agreement will be at least partially sub-underwritten, the Directors consider there will be no material effect on the control of the Company even if a substantial Shortfall arises.

As noted in Section 1.6, Eligible Shareholders will not be able to rely upon the rights issue exception to the takeover restrictions set out in item 10 of section 611 of the Corporations Act in relation to the Offer. Therefore, the Company will not, in any event, issue Shares under this Offer Booklet where it is aware doing so will result in a person's voting power increasing above 20% or will result in an increase of an existing voting power of more than 20% in breach of the takeover restrictions.

4.3 Dilution

Shareholders should note that if they do not participate in the Offer, their holdings will be diluted. Examples of how the dilution may impact Shareholders are set out in the table below.

Theoretical Shareholder	Holding at Record Date	Voting Power at Record Date	Entitlement	Holding if Offer not taken up	Voting Power post Offer ¹
Shareholder 1	30,000,000	13.78%	2,274,451	30,000,000	12.46%
Shareholder 2	10,000,000	4.59%	758,151	10,000,000	4.15%
Shareholder 3	1,000,000	0.46%	75,816	1,000,000	0.42%
Shareholder 4	100,000	0.05%	7,582	100,000	0.042%

^{1.} The figures in the table are approximate only and do not take into account the rounding of any fractional Entitlements under the Offer. The dilutionary effect shown in this column of the table is the maximum dilution, assuming that the Company has 240,717,078 Shares on issue after the Offer, as shown in the table at section 4.1 above.

4.4 Substantial Shareholders

Based on publicly available information as at the date of this Offer Booklet, the following persons (together with their associates) have a relevant interest in 5% or more of the Shares on issue:

Substantial Holder	Shares ¹	Voting Power
Simon Maddar	32,978,277	15.15%
KIUT Investments Pty Ltd ² <Keppel Investments Unit A/C>	19,760,244	9.08%
Matthew Murphy	14,878,571	6.83%

^{1.} The table above does not include interests pursuant to performance rights (if any), nor the potential holdings if Shares are issued upon vesting of performance rights (if any).

^{2.} Holding details obtained from the most recent Notice of Change of Substantial Shareholder Notice filed by KIUT Investments <Keppel Investments Unit A/C> on 15 October 2021.

If the substantial shareholders referred to above were to take up their Entitlement in full, they would not be diluted. As noted in Section 4.5, both Simon Madder and Matthew Murphy have agreed to sub-underwrite a portion of the Shortfall Shares.

4.5 Directors Interests and Participation

As at the date of this Offer Booklet, the Directors (including their associates) have the following interests in the Company's securities.

Director	Shares	Entitlements	Other securities
Simon Madder	32,978,277	2,500,249	4,622,090 performance rights
Timothy Bennett	3,841,992	291,281	1,813,730 performance rights
Matthew Murphy	14,878,571	1,128,020	N/A

Each of the Directors have entered into an agreement with the Underwriter to sub-underwrite a portion of the Shortfall Shares up to the value of \$60,000 each. The directors will not receive any fee under the sub-underwriting arrangement. In respect of each director, the sub-underwriting arrangement may be terminated if the Underwriting Agreement is terminated or if the director breaches its sub-underwriting agreement with the Underwriter. Please refer to Section 7 for further details in relation to when the Underwriting Agreement may be terminated.

4.6 Effect on financial position

The Company will raise up to approximately \$3,300,000 from the Offer including pursuant to the Shortfall Offer and pursuant to the commitment by the Underwriter.

The principal effect of the Offer will be to increase the Company's cash position by approximately \$3,300,000 before expenses of the Offer.

5. WHAT ELIGIBLE SHAREHOLDERS MAY DO

5.1 Eligible Shareholders

For details in relation to whether or not you are an Eligible Shareholder, see Section 3.4 of this Offer Booklet.

If you are an Eligible Shareholder you may either:

- (a) take up all of your Entitlement in accordance with this Offer Booklet;
- (b) take up all of your Entitlement and also apply for Shortfall Shares under the Shortfall Offer up to an additional 100% of your full Entitlement (for example, if your Entitlement permits you to apply for 10,000 Shares you may apply for up to an additional 10,000 Shortfall Shares) unless prohibited from doing so pursuant to the Corporations Act or the ASX Listing Rules;
- (c) take up some of your Entitlement, in which case the balance of your Entitlement will lapse and you will receive no value for your lapsed Entitlement; or
- (d) do nothing, in which case your Entitlement will lapse and you will receive no value for your lapsed Entitlement.

Before you decide whether to accept the Offer or participate in the Shortfall Offer, the Board recommends that you:

- (e) read this Offer Booklet in full; and
- (f) consider the risks, as summarised in Section 6 of this Offer Booklet, in light of your personal circumstances.

If you decide to participate in the Offer, whether by taking up all or some of your Entitlement, you will need to apply for Shares and arrange payment for the Shares by the methods described below.

5.2 Offer Booklet availability

Eligible Shareholders may download or request a copy of this Offer Booklet and will receive their personalised Entitlement and Acceptance Form either via the website link provided that includes an electronic copy of the Offer Booklet or with their requested paper copy of the Offer Booklet. Please read the Offer Booklet and the Entitlement and Acceptance Form together in their entirety.

5.3 Payment Options

The issue price of \$0.20 per Share is payable on exercise of your Entitlement. For all Eligible Shareholders, payments must be received by 5.00pm (AEST) on the Closing Date (or such other date as may be determined by the Company).

(a) BPAY®

Eligible Shareholders with an Australian bank account may pay through BPAY®. Payment by BPAY® should be made in accordance with the instructions set out in the Entitlement and Acceptance Form using the reference number shown on that form.

The reference number is used to identify your holding. If you have multiple holdings you will also have multiple reference numbers. You must use the reference number shown on each Entitlement and Acceptance Form to pay for each holding separately.

If you make your payment by BPAY® you do not need to return the Entitlement and Acceptance Form to the Company's share registry and are taken to have made the declarations on that form.

(b) Electronic Funds Transfer (for overseas Shareholders only)

Eligible Shareholders located overseas can make payment by EFT. Please contact the Company Secretary on 03 9827 6999 for payment instructions.

When making an EFT payment, please ensure your SRN/HIN is included followed by your last name/surname or corporate name (if applicable). This will ensure your payment is processed correctly. Failure to do so may result in your funds not being allocated to your Application and your Entitlement subsequently not being issued.

Multiple acceptances must be paid separately.

If you make your payment by EFT you do not need to return the Entitlement and Acceptance Form to the Company's share registry and are taken to have made the declarations on that form.

Cash, money orders or cheques will not be accepted.

Application money must be received by no later than 5.00pm (AEST) on the Closing Date (or such other date as may be determined by the Company). Applicants should be aware that their

own financial institution may implement earlier cut off times with regard to making payments. Applicants should therefore take this into consideration when making payments.

Once received a payment cannot be withdrawn. No cooling off period applies.

Receipts for payment will not be issued. If you provide insufficient funds to meet the application money due to take up all of your Entitlement, you will be taken by the Company to have applied for such lower number of Shares as your cleared application money will pay or your Application may be rejected.

Any money the Company receives in excess of the full amount of application money for an Eligible Shareholder's entire Entitlement (**Excess Amount**) will be treated as an application to apply for Shortfall Shares under the Shortfall Offer to the value of the Excess Amount (refer below).

5.4 Applying for additional shares under Shortfall Offer

If you have applied for your full Entitlement and you are not prohibited from doing so pursuant to the Corporations Act or the ASX Listing Rules, you may wish to apply for more Shares than the number shown on your Entitlement and Acceptance Form under the Shortfall Offer.

To do this, if you are applying by BPAY® or EFT you will need to make a payment for more than your Entitlement. The Excess Amount will be taken to be an application for Shortfall Shares under the Shortfall Offer.

Applications for Shortfall Shares under the Shortfall Offer will be considered if and to the extent that not all Shareholders take up their full Entitlement.

Applications for Shortfall Shares under the Shortfall Offer will be issued pursuant to the allocation policy described in Section 3.3. Your application for the Shortfall Shares may not be successful (wholly or partially).

5.5 Declining all or part of your Entitlement

If you decide not to take up all or part of your Entitlement, the Entitlements which are unexercised will lapse and may be taken up by other Eligible Shareholders under the Shortfall Offer or by the Underwriter. Your Entitlement to participate in the Offer is non-renounceable and cannot be traded on the ASX nor any other financial markets, nor can it be privately transferred. Shareholders who do not take up their Entitlements in full will not receive any payment or value for those Entitlements they do not take up.

If you decide not to participate in the Offer, you do not need to do anything. Although you will continue to own the same number of Shares as you held prior to the Offer, your percentage shareholding in the Company will be diluted by the issue of new Shares under this Offer Booklet.

5.6 Refunds

Any application money received for more than your final allocation of Shares and Shortfall Shares will be refunded as soon as practicable after the Closing Date (except for where the amount is less than A\$5.00). No interest will be paid to Applicants on any application money received or refunded.

5.7 Warranties made on acceptance of Offer

By making a payment by BPAY® or EFT, you will be deemed to have acknowledged, represented and warranted that you, and each person on whose account you are acting, are an Eligible Shareholder or otherwise eligible to participate in the Offer.

By making a payment by BPAY® or EFT, you will also be deemed to have acknowledged, represented and warranted on your own behalf and on behalf of each person on whose account you are acting that:

- (a) you are (or the person on whose account you are acting is) an Eligible Shareholder and are not otherwise a person to whom it would be illegal to make an offer of or issue of Shares under the Offer under any applicable laws and regulations;
- (b) you acknowledge that you have read and understand this Offer Booklet and your Entitlement and Acceptance Form in their entirety;
- (c) you agree to be bound by the terms of the Offer, the provisions of this Offer Booklet and the Company's constitution;
- (d) you authorise the Company to register you as the holder of Shares allotted to you;
- (e) you declare that all details and statements in your Entitlement and Acceptance Form are complete and accurate;
- (f) you declare you are over 18 years of age and have full legal capacity and power to perform all of your rights and obligations under your Entitlement and Acceptance Form and as described in this Offer Booklet;
- (g) you acknowledge that after the Company receives your payment of application money, you may not withdraw your application or funds provided except as allowed by law;
- (h) you agree to apply for and be issued up to the number of Shares for which you have submitted payment of any application money by BPAY® or EFT, at the issue price of \$0.20 per Share;
- (i) you authorise the Company, its share registry and their respective officers or agents to do anything on your behalf necessary for Shares to be issued to you, including to act on instructions of the share registry on using the contact details set out in your Entitlement and Acceptance Form;
- (j) you declare that you were the registered holder at the Record Date of the Shares indicated on your Entitlement and Acceptance Form as being held by you on the Record Date;
- (k) you acknowledge that the information contained in this Offer Booklet and your Entitlement and Acceptance Form is not investment advice nor a recommendation that Shares are suitable for you given your investment objectives, financial situation or particular needs;
- (l) you acknowledge that this Offer Booklet is not a prospectus, does not contain all of the information that you may require in order to assess an investment in the Company and is given in the context of the Company's past and ongoing continuous disclosure announcements to the ASX;
- (m) you acknowledge the statement of risks in the Risk Factors section of this Offer Booklet (Section 6) and that investments in the Company are subject to risk;
- (n) you acknowledge that none of the Company, or its related bodies corporate (as that term is defined in the Corporations Act) and affiliates and their respective directors, officers, partners, employees, representatives, agents, consultants or advisers, guarantees the performance of the Company, nor do they guarantee the repayment of capital;

- (o) you agree to provide (and direct your nominee or custodian to provide) any requested substantiation of your eligibility to participate in the Offer and of your holding of Shares on the Record Date;
- (p) you authorise the Company to correct any errors in your Entitlement and Acceptance Form or other form provided by you;
- (q) you represent and warrant that the law of any place does not prohibit you from being given this Offer Booklet and your Entitlement and Acceptance Form, nor does it prohibit you from making an application for Shares and that you are otherwise eligible to participate in the Offer;
- (r) if you are acting as a nominee or custodian, each beneficial holder on whose behalf you are accepting the Offer is resident in Australia or New Zealand or otherwise eligible to participate in the Offer (as applicable), and you have not sent this Offer Booklet, the Entitlement and Acceptance Form or any information relating to the Offer to any person located outside an Eligible Jurisdiction.

5.8 Privacy

The Company collects, holds and will use personal information that you provide to the Company to assess and process your Application, service your needs as a Shareholder, facilitate distribution payments and corporate communications to you as a Shareholder and carry out administration. Without access to your personal information the Company may not be in a position to attend to these matters.

The information may also be used from time to time and disclosed to persons inspecting the register, bidders for your Shares in the context of takeovers, regulatory bodies including the Australian Taxation Office, authorised securities brokers, print service providers, mail houses and the Company's share registry.

You can access, correct and update the personal information that we hold about you. Please contact the Company or its registry if you wish to do so.

Collection, maintenance and disclosure of certain personal information is governed by legislation including the Privacy Act 1988 (Cth) (as amended), the Corporations Act and certain rules.

5.9 Enquiries concerning Offer Booklet

For enquiries concerning your shareholding in the Company or if you would like to receive a paper copy of this Offer Booklet, please contact the share registry, Computershare Investor Services Pty Limited on 1300 850 505 (within Australia) or +61 (3) 9415 4000 (outside Australia). For details in relation to the Entitlement Offer you may contact the Company Secretary on 03 9827 4999

6. RISK FACTORS

The Shares offered under this Offer Booklet should be considered as speculative and an investment in the Company is not risk free. Where possible, the Directors aim to manage these risks by carefully planning the Company's activities and implementing risk control measures. However, some of the risks identified in this Section are highly unpredictable or are out of the control of the Company and the Company is therefore limited to the extent it can effectively manage them.

The Directors strongly recommend that prospective investors consider the risk factors set out in this Section, together with all other information contained in this Offer Booklet. The risks described in this Section are not an exhaustive list of the risks faced by the Company or by investors in the Company. The risks described in, and others not specifically referred to, in

this Section may in the future materially affect the financial performance and position of the Company and the value of Shares offered under this Offer Booklet.

Shares issued pursuant to this Offer Booklet carry no guarantee with respect to the payment of dividends or return of capital.

Investors should be aware that the performance of the Company may be affected and the value of its Shares may rise or fall over any given period. None of the Directors or any person associated with the Company guarantees the Company's performance or the market price at which the Shares will trade. The Directors strongly recommend that potential investors consult their professional advisers before they decide whether to apply for Shares.

6.1 **Offer specific risks**

(a) Integration risk

There is a risk that the integration of the EPM Acquisition may be more complex than currently anticipated, involve unexpected challenges or issues, or may prove unsuccessful. The successful integration of EPM includes the ability to retain EPM's client base into the future and also cross-sell EPM's services into existing clients of the Company. Further, EPM is dependent upon the experience and ongoing involvement of its key personnel, including its founder and staff. While every effort is made to retain key personnel, and to recruit new personnel as the need arises, the loss of any key personnel may adversely affect the successful integration of EPM. If all or any of these things occur, the attention of management is likely to be diverted by an increasing focus on attending to such integration.

(b) Due diligence risk

The Company undertook financial, operational and legal due diligence with respect to the EPM Acquisition and was provided with the opportunity to review information provided on behalf of the vendor and EPM. In respect of the material provided, PFG cannot verify with certainty the accuracy, reliability or completeness of that information.

(c) Risk of termination of underwriting agreement

The Underwriting Agreement under which the Underwriter has agreed to underwrite the Offer contains various conditions precedent and termination events (refer to Section 7 for further details). There is a risk that the Company does not satisfy the conditions precedent and/or that a termination event occurs, in which case the Underwriter may seek to terminate the Underwriting Agreement. If the Underwriting Agreement is terminated and the Offer does not proceed or does not raise the funds required to meet the objectives referred to in Section 3.5 (Use of Funds), the Company may be required to find alternative financing. In those circumstances, there is no guarantee that alternative funding could be sourced. As such, it is clear that termination of the Underwriting Agreement could materially adversely affect the Company's business, cash flow and financial position.

(d) Market fluctuations

The market price of the Company's shares are subject to varied and unpredictable influences on the market for equities in general and with respect to stocks in the financial services sector in particular. Market conditions and lack of liquidity may affect the value of the Company's shares regardless of the performance of the Company. No assurance can be given that there will be, or will continue to be, an active market for the Shares. The trading price of the Shares of the Company may fall as well as rise.

(e) Dilution

The issue of Shares will result in holders who do not take up their full Entitlement under the Offer being diluted. There is also a risk that Shareholders will be further diluted as a result of future capital raisings required in order to fund working capital and development requirements of the Company or as a result of the conversion of existing performance rights.

6.2 Risks specific to the Company

(a) **Licensing, regulatory and enforcement risks**

The Company and its subsidiaries (**Prime Group**) operate in highly-regulated markets that require them to hold licences, registrations and other authorities and approvals, including but not limited Australian Financial Services Licences, to operate key aspects of their business and generate revenue and profits.

These licences and registrations are subject to ongoing compliance with a variety of regulatory and supervisory requirements, that if not met, or if breached in any material way (whether knowingly or inadvertently) could result in restrictive conditions being imposed, or a suspension or cancellation of the licence or registration.

Such outcomes could materially adversely impact the Prime Group's operations, its ability to offer certain products or services, and/ or its revenue and profits.

There is no assurance that the Prime Group will be able to maintain its licences and registrations. If the Prime Group loses a licence or registration, it will not be able to engage in its business as it currently operates.

(b) **Legislative and regulatory changes**

The Prime Group's focus is on providing services across 4 key areas namely (i) wealth management, (ii) accounting and business advisory, (iii) capital and corporate advisory and consulting and (iv) self-managed superannuation fund advice and compliance (**Service Lines**). The provision of the Service Lines, and the nature and manner in which the Prime Group's clients can access the Service Lines, and the way the Prime Group may earn revenue and profits are subject to significant legislation and regulation as well as regulatory oversight.

Legislative or regulatory changes could adversely affect the Prime Group's ability to offer certain products or services and/or its ability to earn revenue and profits from them.

Similarly, legislative or regulatory changes could adversely affect the ability of clients or potential clients of the Prime Group to access certain products or services or make them less attractive to them. Such outcomes could materially adversely impact the Prime Group's operations, its ability to offer its Service Lines and/or its revenue and profits.

In particular, laws and regulations impacting many aspects of financial advice, and financial services generally can be subject to change. Generally speaking governments and regulators take considerable time to consider and/or implement such changes but they can nonetheless materially affect the Prime Group.

(c) **Brand and reputational risk**

The importance of brand and reputation to a company can be amplified in the case of companies offering financial products and services. Accordingly, the brand and reputation of the Prime Group is an important factor in its success. Anything that

diminishes the Prime Group's reputation or brand, or indeed the reputation of the financial products and advice industries generally would likely be adverse to the Prime Group. If such an event was widely publicised, the level of enquiries that the Prime Group receives; its relationships with key clients, suppliers and third-parties; and its ability to attract and retain employees may suffer; which in turn may adversely affect the Company's revenue, profitability and growth.

The actions of the Prime Group's employees, including breaches of the regulations to which the Prime Group is subject or negligence in the provision of financial and other advice, may damage the Prime Group's brand.

(d) Fee risk

The Prime Group charges fees to its clients for the provision of services. The Prime Group may need to reduce the level of its fees, for example as a result of competitive pressure or as a strategy to grow market share, or due to regulatory or legislative reforms. A reduction in fees could lead to lower revenues overall or to slowing in the rate at which the Prime Group's revenues grow.

(e) Competition

There are many other companies that offer products and services that compete with the Prime Group's Service Lines in Australia. The market is intensely competitive and continues to evolve in response to regulatory and market developments, problems and opportunities, with both new entrants and large players releasing new product and service offerings. The Company expects to face competition across all aspects of its Service Lines from organisations, some of which will have greater financial, technical and marketing resources. Increased competition could result in margin reductions, under-utilisation of employees, reduced operating margins and loss of market share or failure to gain market share. Any of these occurrences could adversely affect the Prime Group's business, operating results and financial condition.

(f) Professional liability and uninsured risks

Provision of the Service Lines by the Prime Group gives rise to the risk of potential liability for negligence or other similar client or third party claims. Any such claims may cause financial and reputational damage to the Company which would adversely affect the Company.

Although the Prime Group maintains professional liability insurance to mitigate financial risks, the Prime Group's profitability may be adversely affected in the event that the insurance does not cover a potential claim (e.g. due to some disqualifying act of the personnel involved), the claim exceeds the coverage available, or the deductible amount on numerous claims in a period is material. Further, the resulting creation of an adverse claims history may result in higher ongoing premiums for the Prime Group, which would adversely affect its profitability.

(g) Potential acquisitions

As part of its business strategy, the Company is looking to make acquisitions of, or significant investments in, companies, services, technologies and/or products that complement its existing Service Lines. On 11 June 2024, the Company announced the EPM Acquisition and that it has signed a non-binding indicative offer to pursue a further acquisition. Any future transactions are accompanied by the risks commonly encountered in making acquisitions of companies, products and technologies, such as integrating cultures and systems of operation, relocation of operations, short-term strain on working capital requirements, achieving the sales and margins anticipated and retaining key staff and customer and supplier relationships.

6.3 General risks

(a) Force majeure risks

The Company, now or in the future, may be adversely affected by risks outside the control of the Company including labour unrest, civil disorder, war, subversive activities or sabotage, extreme weather conditions, fires, floods, explosions or other catastrophes, epidemics or quarantine restrictions. To the extent that any such risks occur, there may be an adverse effect on the operations and profitability of the Company's business.

(b) Further capital requirements

The capital requirements of the Company depend on numerous factors. Depending on the ability of the Company to generate income from its operations, the Company may require further financing in the future. Any additional equity financing will dilute shareholdings, and debt financing, if available, may involve restrictions on financing and operating activities. If the Company is unable to obtain additional financing as needed, it may be required to reduce the scope of its operations.

(c) Nature of trading on the ASX

The price at which the Securities are quoted on ASX may increase or decrease due to a number of factors outside of the Company's control and which are not explained by the fundamental operations and activities of the Company. The price of Shares may be subject to varied and often unpredictable influences on the market for equities, including, but not limited to, general economic conditions including the performance of the Australian dollar on world markets, inflation rates, foreign exchange rates and interest rates, variations in the general market for listed stocks, changes to government policy, legislation or regulation, industrial disputes, general operational and business risks, and hedging or arbitrage trading activity that may develop involving the Shares. These factors may cause the Shares to trade at prices above or below the price at which the Shares were initially acquired.

In particular, the share prices for many companies have been and may in the future be highly volatile, which in many cases may reflect a diverse range of non-company specific influences such as global hostilities and tensions relating to certain unstable regions of the world, acts of terrorism and the general state of the global economy. No assurances can be made that the Company's market performance will not be adversely affected by any such market fluctuations or factors.

(d) Economic risk

Changes in the general economic climate in which the Prime Group operates may adversely affect the financial performance of the Company. Factors that may contribute to that general economic climate include:

- (i) changes in Government policies, taxation and other laws;
- (ii) the strength of the equity and share markets in Australia and throughout the world;
- (iii) industrial disputes in Australia and overseas;
- (iv) changes in investor sentiment toward particular market sectors;
- (v) financial failure or default by an entity with which the Company may become involved in a contractual relationship; and

(vi) natural disasters, epidemics, social upheaval or war.

(e) **Cyber Security**

There is a risk that the Company's business could be materially adversely impacted as a result of a cybersecurity attack such as a cryptolocker or denial of service attack. The Company could also experience a data leakage of sensitive client and proprietary information as a result of an attack or due to human error. Such events could result in a financial loss, loss of clients, reputational damage and a loss of funds under management which could materially and adversely impact the value of the Company's business.

(f) **Liquidity risk**

There is no guarantee that the Shares will trade at a particular price or volume. There is no guarantee that there will be an ongoing liquid market for the Shares. Accordingly, there is a risk that, should the market for Shares become illiquid, Shareholders will be unable to realise their investment in the Company.

(g) **Inherent speculative nature of investment**

The above list of risk factors ought not to be taken as exhaustive of the risks faced by the Company or by investors in the Company. The above factors, and others not specifically referred to above, may in the future materially affect the financial performance of the Company and the value of the Shares offered under this Offer Booklet. Therefore, the Shares to be issued pursuant to this Offer Booklet carry no guarantee with respect to the payment of dividends, returns of capital or the market value of those Shares. Potential investors should consider that the investment in the Company is speculative and should consult their professional adviser before deciding whether to apply for Shares pursuant to this Offer Booklet.

7. **UNDERWRITING**

The Company has entered into an underwriting agreement (**Underwriting Agreement**) with the Underwriter, pursuant to which the Underwriter has agreed to fully underwrite the Offer.

The Underwriter may appoint sub-underwriters to sub-underwrite the Offer. The appointment of any sub-underwriter and the allocation of any Shares to sub-underwriters will be determined in consultation between the Company and the Underwriter.

The material terms and conditions of the Underwriting Agreement are summarised below:

Item	Details
Fees	<p>The Company has agreed to pay the Underwriter the following fees in consideration for acting as Underwriter to the Offer:</p> <p>(a) an underwriting fee of 4.00% of the gross amount raised at the time those amounts are received;</p> <p>(b) a management fee of 2.00% of the gross amount raised at the time those amounts are received; and</p> <p>(c) a corporate advisory fee of \$65,000.</p>

Item	Details
Reimbursement of Expenses	<p>The Company has agreed to reimburse the Underwriter for all reasonable costs, expenses and disbursements (including any applicable GST) reasonably incurred by the Underwriter in connection with the Offer, including legal fees in the amount equal to \$20,000, not including any GST or disbursements. The Underwriter is to obtain the written consent of the Company, prior to incurring any individual cost, expense or disbursement (excluding legal fees) greater than \$5,000.</p>
Termination Events	<p>The Underwriter, without cost or liability to itself, may by written notice to the Company, terminate its obligations under the Underwriting Agreement upon or at any time prior to completion of the Offer if:</p> <ul style="list-style-type: none"> (a) (EPM Acquisition Agreement): the EPM Acquisition Agreement is breached or terminated or a condition precedent to closing becomes incapable of being satisfied; (b) (delisting): the Company is delisted from the ASX; (c) (capital structure): the Company changes its capital structure without the consent of the Underwriter; (d) (insolvency): the Company or a material subsidiary of the Company becomes insolvent or does something that may result in insolvency; (e) (change in management or board): the CEO or CFO of the Company departs or there is a change to the composition of the Company's board of directors that has not been disclosed to the Underwriter; (f) * (compliance with regulatory requirements) a contravention by the Company or a subsidiary of the Corporations Act, the Constitution, the ASX Listing Rules or, any other applicable law; (g) (fraud): the Company or any of its directors or officers engages in fraud; (h) (prosecutions): a director or senior manager of the Company is charged with an indictable offence relating to financial or corporate matters. A governmental agency charges or commences any court proceedings or public action against the Company or any of the Company's directors in their capacity as a director of the Company. A director of the Company is disqualified from acting as a director;

Item	Details
	<p>(i) (force majeure): it becomes illegal for the Underwriter to fulfil their underwriting commitment under the Underwriting Agreement;</p> <p>(j) (withdrawal): the Company withdraws the Offer;</p> <p>(k) (certificate not issued): a certificate confirming compliance by the Company with its obligations under the Underwriting Agreement is not issued to the Underwriter when required to be issued under the Underwriting Agreement;</p> <p>(l) (certificate inaccurate) a certificate which is furnished by the Company under Underwriting Agreement is untrue, inaccurate, incomplete or misleading or deceptive in any respect (including by way of omission);</p> <p>(m) (regulatory action): ASIC or another governmental body takes regulatory action or threatens to undertake regulatory action in connection with the Offer or against the Company or a director or employee of the Company;</p> <p>(n) * (new circumstances): an adverse new circumstance arises that would render announcements to the ASX in connection with the Offer false, misleading or deceptive or likely to mislead or deceive or would have been required to be disclosed to the ASX at the time the initial announcements were made;</p> <p>(o) (ASX Materials): a statement in the materials issued by the Company in connection with the Offer is or becomes misleading or deceptive or material information is omitted from these materials;</p> <p>(p) (defective cleansing statement): a cleansing statement issued by the Company in connection with the Offer, which allows investors to on-sell the shares in the Company they acquire through the Offer, is or becomes defective;</p> <p>(q) (ASX approval): ASX does not approve the application to have the Shares issued by the Company under the Offer quoted on ASX in the timeframe required under the Underwriting Agreement;</p> <p>(r) (cannot issue Shares) the Company is unable, by law or under the ASX Listing Rules, to issue</p>

Item	Details
	<p>Shares to the investors under the Offer;</p> <p>(s) * (information) the information supplied by the Company to the Underwriter for the purposes of the Underwriter's due diligence, the materials provided to the ASX in connection with the Offer, or the Offer, is or becomes false, misleading or deceptive (including by omission) or likely to mislead or deceive;</p> <p>(t) * (breach) the Company fails to perform or observe any of its obligations under the Underwriting Agreement;</p> <p>(u) * (misrepresentation) a representation, warranty or undertaking made or given by the Company under the Underwriting Agreement proves to be, or has been, or becomes, untrue or incorrect;</p> <p>(v) (market fall) The S&P/ASX 200 Index or the S&P/ASX Small Ordinaries Index falls to 90% or below the level it is at on the day prior to the announcement of the Offer (i.e. a fall of 10% or more)</p> <p>(w) (market or trading disruption): a general moratorium on commercial banking activities or a material disruption to commercial banking activities (or security settlement or clearance services) occurs in Australia, New Zealand, the United States of America, Canada, the People's Republic of China, Singapore, the United Kingdom, Israel, the European Union or Hong Kong is declared by the relevant central banking authority in any of those countries. A suspension or material limitation in trading in securities generally occurs on ASX, NASDAQ, NYSE, HKSE, SGX or LSE for one day, or a substantial part of that day, on which that exchange is open for trading;</p> <p>(x) * (hostilities) hostilities not previously existing commence or a major escalation in existing hostilities occurs involving any one or more of Australia, New Zealand, Canada, the United States of America, United Kingdom, Japan, any member state of the European Union, Russia, Democratic People's Republic of Korea, Ukraine, the People's Republic of China, Hong Kong, Israel, Palestine, Iran, Iraq, Syria, Yemen or any member state of the North Atlantic Treaty Organization, or a national state of emergency is declared or there is an escalation of a national emergency by any of those countries, or a major terrorist</p>

Item	Details
	<p>act is perpetrated anywhere in the world;</p> <p>(y) * (change in law) a new law or government policy is introduced or announced that regulates the Offer or the acquisition of EPM;</p> <p>(z) * (adverse change) an adverse change occurs to the Company's business;</p> <p>(aa) (Timetable) any event specified in the underwriting timetable agreed between the Company and the Underwriter is delayed for 1 business day or more without the prior written consent of the Underwriter;</p> <p>(bb) (restructure) the Company enters into an agreement regarding a scheme that, if implemented, will result in a person acquiring voting power in the Company of more than 50%;</p> <p>(cc) * (other offer) a takeover offer for the Company is announced; or</p> <p>(dd) * (adverse markets) there is an adverse change or disruption to the financial markets or political or economic conditions of Australia, the People's Republic of China, Hong Kong, Singapore, a member of the European Union, the United States of America, Canada, Israel or the United Kingdom or there is a change in national or international political, financial or economic conditions.</p> <p>No event specified in any paragraph above marked with an asterisk (*) will entitle the Underwriter to exercise its rights to terminate its obligations under the Underwriting Agreement unless, in the reasonable opinion of the Underwriter the event:</p> <p>(i) has, or is likely to have, a material adverse effect on the success, marketing or settlement of the Offer, the value of the Shares, or the willingness of investors to apply for Shares pursuant to the Offer; or</p> <p>(ii) could give rise to a liability of the Underwriter under the Corporations Act or otherwise.</p>
Indemnity	<p>Subject to limited exceptions, the Company will indemnify and hold harmless the Underwriter and its officers, employees, agents and advisers joint and severally and hold them harmless from and against any costs, claims, damages, liabilities or other losses or expenses of any kind (including actions or proceedings</p>

Item	Details
	in respect thereof) and reasonable legal costs and expenses however arising, including penalties, claims, fines and interest and including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable.

The Underwriting Agreement otherwise contains provisions considered standard for an agreement of its nature (including representations and warranties and confidentiality provisions).

8. DEFINED TERMS

\$ or A\$ means an Australian dollar.

AEST means Australian Eastern Standard Time as observed in Melbourne, Victoria.

Applicant refers to a person who submits an Entitlement and Acceptance Form, or submits a payment of subscription monies in respect of the Offer.

Application means an application for a specified number of Shares by an Applicant under this Offer Booklet.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or, where the context permits, the Australian Securities Exchange operated by ASX Limited.

ASX Listing Rules means the Listing Rules of the ASX.

Board means the board of Directors unless the context indicates otherwise.

Closing Date means the closing date set out in Section 3.7 or such other date as may be determined by the Directors.

Company means Prime Financial Group Ltd ACN 009 487 674.

Corporations Act means the Corporations Act 2001 (Cth).

Directors mean the directors of the Company.

Eligible Jurisdictions has the meaning given to it in Section 1.4 of this Offer Booklet.

Eligible Shareholder has the meaning given to it in Section 3.4 of this Offer Booklet.

Entitlement means the entitlement to subscribe for 1 Share for every 13.19 Shares held by an Eligible Shareholder on the Record Date.

Entitlement and Acceptance Form means the Entitlement and Acceptance Form accompanying this Offer Booklet.

EPM means Equity Plan Management Pty Ltd and the associated business known as "Remuneration Strategies".

EPM Acquisition means the acquisition of EPM details of which were announced to the ASX on 11 June 2024.

Excess Amount has the meaning given to it in Section 5.3 of this Offer Booklet.

Investor Presentation means the investor presentation that was announced to the ASX on 11 June 2024.

Offer means the non-renounceable pro-rata entitlement offer of Shares at an issue price of \$0.20 each on the basis of 1 Share for every 13.19 Shares held by an Eligible Shareholder on the Record Date.

Offer Booklet means this Offer Booklet.

Official List means the official list of the ASX.

Official Quotation means quotation of the Shares the subject of the Offer on the Official List.

Opening Date means the opening date set out in Section 3.7 of this Offer Booklet.

Prime Group has the meaning given to it in Section 6.2(a) of this Offer Booklet.

Record Date means 14 June 2024.

Section means a section of this Offer Booklet.

Service Lines has the meaning given to it in Section 6.2(b) of this Offer Booklet.

Share means an ordinary fully paid share in the capital of the Company.

Shareholder means a holder of Shares.

Shortfall Shares means those Shares under the Offer not applied for by Shareholders under their Entitlement.

Shortfall Offer means the offer described in Section 3.3 of this Offer Booklet.

Underwriter means Canaccord Genuity (Australia) Limited ACN 075 071 466 (AFSL 234 666).

Underwriting Agreement has the meaning set out in Section 7 of this Offer Booklet.



Prime Financial Group Limited
ABN 70 009 487 674

For all enquiries:

Phone:
(within Australia) 1300 850 505
(outside Australia) +61 3 9415 4000

Offer Website:
www.computersharecas.com.au/pfgoffer

Make your payment:



See below for how to make your payment

X 9999999991 I ND

Entitlement No: 12345678

**Your payment must be received by
5:00pm (AEST) on Thursday, 27
June 2024**

Non-Renounceable Entitlement Offer — Entitlement and Acceptance Form

This is an important document that requires your immediate attention. It can only be used in relation to the shareholding represented by the details printed on this Entitlement and Acceptance Form. If you are in doubt about how to deal with this form, please contact your financial or other professional adviser.

You can apply to accept either all or part of your Entitlement. If you accept your full Entitlement, you may also apply for up to 100% of your full Entitlement in additional Shares under the Shortfall Offer. You do not need to return this form if you participate in the Offer. By making your payment you confirm that you agree to all of the terms and conditions as detailed in the Offer Booklet dated 11 June 2024.

Details of the shareholding and entitlements for this Offer are shown on this form. Please check the details provided and update your address via www.investorcentre.com if any of the details are incorrect. If you have a CHESS sponsored holding, please contact your controlling participant to notify a change of address.

Details of your Entitlement

Existing shares entitled to participate as at 5:00pm (AEST) Friday, 14 June 2024

Entitlement to new Shares on a 1 for 13.19 basis:

Amount payable on full acceptance at \$0.20 per new Share:

Make your BPAY[®] payment by 5:00pm (AEST) on Thursday, 27 June 2024

Neither Computershare Investor Services Pty Limited (**Computershare**) nor Prime Financial Group Limited accepts any responsibility for loss incurred through incorrectly completed BPAY[®] payments. It is the responsibility of the applicant to ensure that funds submitted through BPAY[®] are received by the closing date. Eligible Shareholders should use the customer reference number shown on this form when making a BPAY[®] payment. Complete the section below and retain this form for your records.

	Billers Code: 999999 Ref No: 1234 5678 9123 4567 89
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Contact your financial institution to make your payment from your cheque or savings account.

Entitlement taken up:

Number of additional Shares
applied for:

Amount enclosed at \$0.20 per
new Share:

A\$

Privacy Notice

The personal information you provide on this Entitlement and Acceptance Form is collected by Computershare, as registrar for the securities issuer (the **issuer**), for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. In addition, the issuer may authorise us on their behalf to send you marketing material or include such material in a corporate communication. You may elect not to receive marketing material by contacting Computershare using the details provided above or emailing privacy@computershare.com.au. We may be required to collect your personal information under the Corporations Act 2001 (Cth) and ASX Settlement Operating Rules. We may disclose your personal information to our related bodies corporate and to other individuals or companies who assist us in supplying our services or who perform functions on our behalf, to the issuer for whom we maintain securities registers or to third parties upon direction by the issuer where related to the issuers administration of your securityholding, or as otherwise required or authorised by law. Some of these recipients may be located outside Australia, including in the following countries: Canada, India, New Zealand, the Philippines, the United Kingdom and the United States of America. For further details, including how to access and correct your personal information, and information on our privacy complaints handling procedure, please contact our Privacy Officer at privacy@computershare.com.au or see our Privacy Policy at www.computershare.com/au/privacy-policies.