



4 November 2024

Off-Market Share Buy-Back

ASX Announcement

As foreshadowed in its announcement of 1 November 2024, E&P Financial Group Limited (the **Company** or **EP1**) is pleased to announce it is undertaking a share buy-back as an off-market equal access buy-back of up to 48,076,923 fully paid ordinary Shares in the Company at a price of \$0.52 per Share (**Buy-Back**) on the terms and conditions set out within the Buy-Back Booklet at Appendix B. The Buy-Back will proceed in accordance with the indicative timetable at Appendix A.

Capitalised terms not otherwise defined in this announcement have the meaning given in the Buy-Back Booklet.

Background

At its Extraordinary General Meeting (**EGM**) held on Friday, 1 November 2024, Shareholders resolved, among other things, to approve the Buy-Back and an associated special resolution to remove the Company from the official list of the ASX (the passing of which was a condition to approval of the Buy-Back).

The Company's EGM results announcement of 1 November 2024 noted the Company's intention to proceed with the Buy-Back (available at <https://announcements.asx.com.au/asxpdf/20241101/pdf/069y9xn4s0c6lc.pdf>).

The Notice of Meeting and Explanatory Statement released by the Company on 24 September 2024 (available at <https://announcements.asx.com.au/asxpdf/20240924/pdf/068799zjb08zxb.pdf>) in relation to the EGM (**NoM**) contained a summary of the key terms of the proposed Buy-Back and appended a draft of the Buy-Back Booklet. Updated disclosures regarding the Buy-Back, including a revised timetable, were disclosed in the Supplementary Disclosure (available at <https://announcements.asx.com.au/asxpdf/20241009/pdf/068xcxdj3kxd94.pdf>) released by the Company on 9 October 2024 (**Supplementary**). The final terms of the Buy-Back are contained within the Buy-Back Booklet at Appendix B, which is in materially the same form as the draft released with the NoM.

What are Shareholders required to do in relation to the Buy-Back

Eligible Shareholders as at the Record Date will be provided with the opportunity to elect to participate in the Buy-Back and will receive a personalised Buy-Back participation letter. Before making any decisions on how to proceed, Shareholders should read and consider the information regarding the Buy-Back within the NoM, the Supplementary, this announcement and its appendices. Detailed information about the Buy-Back, including timing, eligibility, and how to participate, is contained within the Buy-Back Booklet at Appendix B. It is important that Shareholders read the Booklet in full before deciding whether or not to participate in the Buy-Back. Shareholders who are uncertain about what action to take should seek guidance from their professional advisers. In particular, Shareholders should seek appropriate legal, financial and tax advice about the potential impacts of participating, or not participating, in the Buy-Back.

Participation in the Buy-Back is optional and Shareholders that do not wish to sell any of their Shares do not

need to take any action in respect of the Buy-Back. All such Shareholders will continue to hold Shares in what will become an unlisted company at the Removal Date.

Shareholders that do want to sell some or all of their Shares through the Buy-Back can participate in accordance with the terms and conditions of the Buy-Back Booklet and their personalised Buy-Back participation letter.

This announcement has been authorised for release by the Company Secretary of E&P Financial Group Limited.

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About E&P Financial Group Limited

E&P Financial Group is an Australian Securities Exchange listed financial services group. In E&P Wealth we service approximately 7,400 clients, representing \$29.4 billion in funds under advice. In E&P Capital we are an advisor to many leading Australian institutions through the provision of research, institutional sales and trading, corporate advisory, equity capital market and debt capital market services. In E&P Funds, we manage \$2.2 billion of assets across international equities and private equity.

Appendix A

Buy-Back Timetable

Key Event	Key Date
Formal Announcement	Monday, 4 November 2024
Ex-entitlement date <i>The date Shares commence trading on an ex-Buy-Back basis</i>	Thursday, 7 November 2024
Record date <i>The date that determines Eligible Shareholders entitled to participate</i>	Friday, 8 November 2024 (7pm AEDT)
Tender Period Opens <i>Distribution of invitations to Eligible Shareholders to participate</i>	Wednesday, 13 November 2024
Tender Period Closes	Wednesday, 11 December 2024 (7pm AEDT)
Determination Date <i>Determination of Scale Back (if any)</i>	Monday, 16 December 2024
Buy-Back Date <i>Buy-Back will complete. Proceeds transferred</i>	Tuesday, 17 December 2024

All times and dates in the above timetable are references to the time and date in Melbourne, Victoria, Australia, are indicative only and may be subject to change by the Company or ASX. Any material changes will be announced by the Company to the ASX.

Appendix B
Buy-Back Booklet

Share Buy-Back Offer Booklet

Enclosed is an important Offer from E&P Financial Group Limited relating to your Shares

THIS IS AN IMPORTANT DOCUMENT

Read the whole of this document carefully, before deciding whether to participate in the Buy-Back Offer. This document does not constitute investment or financial product advice and has been prepared without taking into account your particular investment objectives, financial situation or needs. If you are in doubt as to the action you should take, please consult your financial, taxation or other professional adviser immediately.

The date of this booklet is 4 November 2024. This booklet is current as at that date.

Key dates

Date	Event
4 November 2024	Formal Announcement of Buy-Back
7 November 2024	Buy-Back Ex-entitlement Date <i>The date that Shares commence trading on an ex-Buy-Back basis</i>
8 November 2024	Buy-Back Record Date <i>The date that determines the Eligible Shareholders entitled to participate in the Buy-Back (7.00pm Melbourne time)</i>
13 November 2024	Tender Period Opens <i>Distribution of invitations to Eligible Shareholders to participate in the Buy-Back is expected to be completed</i>
11 December 2024	Closing Date <i>Tenders must be submitted online or received by the Share Registry no later than 7.00pm (Melbourne time)</i>
16 December 2024	Determination Date <i>Determination of Scale Back (if any)</i>
17 December 2024	Buy-Back Date <i>Buy-Back will complete. Buy-Back Contracts will be entered into, and proceeds will be transferred to notified Australian bank accounts of Shareholders. Shareholders who have lodged Tender Forms will be notified of any Scale Back</i>

While EP1 does not anticipate any changes to these dates and times, it reserves the right to vary them without notification. Any change in date or time will take effect from the time it is authorised by the Board and will be notified to Shareholders as soon as practicable following the Board's authorisation.

How to participate

- STEP 1 Read the whole of this document carefully, before deciding whether to participate in the Buy-Back Offer
- STEP 2 Decide how many of your Shares you wish to sell through the Buy-Back Offer, if any
- STEP 3 If you decide to sell any of your Shares through the Buy-Back Offer, complete and submit the enclosed Tender Form

FOREIGN JURISDICTIONS

This booklet has been prepared in accordance with Australian laws including the Corporations Act. These laws, disclosure requirements and accounting standards may be different to those in other countries. The contents of this booklet have not been lodged with any regulatory authority outside Australia and the Company takes no responsibility for ensuring that an Eligible Shareholder in a foreign jurisdiction or otherwise subject to the laws of a foreign jurisdiction can participate in the Buy-Back in compliance with those laws. The distribution of Buy-Back Documents in some jurisdictions outside Australia might be restricted by law and the Buy-Back Documents do not constitute an invitation to participate in the Buy-Back in any place where, or to any person to whom, it would be unlawful to do so. Persons who come into possession of the Buy-Back Documents should seek independent professional advice on the Buy-Back Documents, including in relation to their distribution.

CONSIDER INDEPENDENT ADVICE

This booklet does not provide financial product or taxation advice and has been prepared without taking into account your particular objectives, financial situation or needs. You should consider obtaining independent advice, including taxation advice, before making any financial decisions. The Directors of EP1 make no recommendation as to whether or not you should participate in this Buy-Back.

ASIC AND ASX

Neither ASIC, ASX nor any of their officers take any responsibility for the contents of this booklet.

FORWARD LOOKING STATEMENTS

Certain statements in this document relate to the future. Such statements involve known and unknown risks, uncertainties and other important factors that could cause the actual results, performance or achievements of EP1 to be materially different from expected future results, performance or achievements expressed or implied by such statements. Such risks, uncertainties and other important factors include among other things, general economic conditions, specific market conditions, exchange rates, interest rates and regulatory changes. These statements reflect the expectations of relevant parties' views only at the date of this booklet.

DISCLAIMER

No person is authorised to give any information or make any representation in connection with the Buy-Back which is not contained in this booklet. Any information which is not contained in this booklet may not be relied on as having been authorised by the Company or the Board in connection with the Buy-Back.

EFFECT OF ROUNDING

Certain figures, amounts, percentages, prices, estimates, calculations of value and fractions in this booklet are subject to the effect of rounding. Accordingly, the actual calculation of these figures may differ from the figures set out in this booklet.

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Summary of the Buy-Back Offer

EP1 is conducting an off-market tender buy-back of shares under which it is intending to buy back up to and including 100% of the Shares held by Eligible Shareholders at a Buy-Back Price of \$0.520 per Share, subject to the total Shares bought back not exceeding 48,076,923 Shares (representing an aggregate buy back of up to \$25,000,000) (**Buy-Back Limit**) and the other conditions set out in more detail in the Buy-Back Documents.

The Buy-Back is an opportunity for you to sell all or some of your Shares. Participation in the Buy-Back is not compulsory. If you do not wish to participate in the Buy-Back, you do not need to do anything.

Buy-Back size EP1 is seeking to buy back up to 48,076,923 Shares (representing an aggregate buy-back of up to \$25,000,000). Each Eligible Shareholder may tender an offer to sell some or all of their Shares in EP1, or alternatively may decide not to participate in the Buy-Back. The final size of the Buy-Back will depend on the level of tenders by Shareholders but will not exceed the Buy-Back Limit.

Under the Corporations Act, EP1 has the ability to buy back (without shareholder approval) any number of Shares up to a maximum of 10% of the smallest number of Shares it has had on issue over the 12 months preceding the Buy-Back (**10/12 Limit**). EP1 has obtained shareholder approval for the Buy-Back to exceed the 10/12 Limit.

Scale Back If tenders exceed the Buy-Back Limit, a Scale Back will apply to ensure that EP1 does not buy back more than the Buy-Back Limit. Section 1.13 contains additional information regarding the operation of the Scale Back.

Buy-Back price The Buy-Back Price is \$0.520 per Share, which represents an 18% premium to the VWAP of Shares which were transacted in the three-month period prior to 16 September 2024, being the last practical calculation date prior to the announcement of the proposed Buy-Back on 24 September 2024, an 11% premium to EP1's net assets per Share, which was \$0.468 per Share as at 30 June 2024, and a 99% premium to EP1's net tangible assets per Share, which was \$0.262 per Share as at 30 June 2024. Refer to Section 1.8 and 1.9 for further details.

Eligible Shareholders You are eligible to participate in the Buy-Back if Shares are registered in your name on the Record Date (7.00pm Melbourne time, on 8 November 2024) and are not an Excluded Shareholder.

Participation Eligible Shareholders will be able to tender up to 100% of the Shares registered in their name at the Record Date. Participation in the Buy-Back is voluntary for all Eligible Shareholders.

Once you have submitted a Tender Form, you should not seek to sell the Shares in respect of which you have made a Tender. After the Buy-Back Date (currently proposed to be on or about 17 December 2024), you may sell any of your Shares not bought back by EP1.

Timing The Buy-Back will be open from its opening date, being the date the Tender Period Opens (currently proposed to be 13 November 2024) until its closing date (currently proposed to be 11 December 2024). Tender Forms received after 7:00pm (Melbourne time) on 11 December 2024 will not be accepted (unless the Closing Date is extended for all Eligible Shareholders at the discretion of EP1).

Enquiries:

If you have any questions in relation to the Buy-Back or the content of the Buy-Back Documents, please contact the EP1 Share Registry Information line of EP1's Shareholder registry, Boardroom Pty Ltd, on 1300 737 760 (toll free) within Australia or +61 2 9290 9600 from outside Australia (Monday to Friday 8:30am to 5:30pm, Melbourne time). If you have any questions about the action you should take, please consult your financial, taxation or other professional adviser immediately.

1. Details of the Buy-Back

This booklet contains material information on the Buy-Back to help you to make an informed decision on whether to participate in the Buy-Back. Some defined terms are used in this booklet, which are explained in the glossary in Section 5 of this booklet.

1.1 What is a buy-back tender offer?

Under a buy-back tender offer, a company invites eligible shareholders to offer to sell some of all of their shares to the company by way of a tender process. If the company accepts the tender offer from shareholders, then a buy-back agreement is formed on the applicable terms. Shares bought back by the company are cancelled.

The Buy-Back will be conducted in substantially the same manner as an equal-access buy-back. An equal-access buy-back is one that is open to all shareholders on effectively the same terms. See Section 4.6 for further details.

Under this Buy-Back, Eligible Shareholders may make an offer to sell up to 100% of their Shares (subject to Scale Back should the total Tenders exceed the Buy-Back Limit) to EP1. When calculating the maximum extent to which Shareholders can participate, EP1 will round down to the nearest whole Share, to ensure that each Shareholder is left with a whole number of Shares. Shareholders can tender an offer to have their Shares bought back by the Company by completing and returning the Tender Form.

Further details on how to submit Tender Forms are included in Section 2.1.

Upon EP1 receiving and accepting an offer contained in a Tender Form, an agreement will be entered for the buy-back of the Shares the subject of the Tender Form, subject to any Scale Back.

1.2 Why is EP1 implementing a buy-back?

EP1 is proposing to de-list from the official list of ASX (**Proposed Delisting**). Shareholders approved the Proposed Delisting by special resolution at an extraordinary general meeting of the Company held on 1 November 2024. Further information relating to the Proposed Delisting can be found in the Notice of Extraordinary General Meeting and Explanatory Statement lodged with ASX on 24 September 2024 and Supplementary Disclosures lodged with ASX on 9 October 2024 and 21 October 2024 (**Notice of Meeting**), and available at this link <https://www.eandp.com.au/investor-centre/>.

The Directors have decided to offer Eligible Shareholders an opportunity to sell down their shareholding (in part or, potentially, in full) through the Buy-Back prior to the Proposed Delisting.

As disclosed in the Notice of Meeting, a consequence of the Proposed Delisting is that following EP1's removal from the ASX, Shares will no longer be tradeable on the ASX and will only be capable of sale by private transaction. Therefore, the liquidity of the Shares may be affected by the Proposed Delisting.

For this reason, EP1 has decided to conduct the Buy-Back as it offers an opportunity to provide a liquidity mechanism for Shareholders who either do not want to remain on the Company's register in an unlisted environment or who want to remain but with a reduced holding, The Buy-Back enables a return of capital to existing investors which may not otherwise be readily available.

Further information about the effect and the advantages and disadvantages of this Buy-Back on EP1 is set out in this booklet.

1.3 What are the advantages and disadvantages of the Buy-Back?

The advantages for EP1 and its Shareholders in conducting the Buy-Back include the following:

- (a) the Buy-Back Price is at a premium to the VWAP of Shares which were transacted in the three month period prior to 16 September 2024, being the last practical calculation date prior to the announcement of the proposed Buy-Back on 24 September 2024, a premium to EP1's net assets per Share as at 30 June 2024 and a premium to EP1's net tangible assets per Share as at 30 June 2024;
- (b) it will be conducted in substantially the same manner as an equal access basis, meaning that Shareholders will have an equal opportunity to participate (subject to the Scale Back policy described in Section 1.13) and also have flexibility to tailor the level of their participation;
- (c) depending on the level of Tenders by Eligible Shareholders in aggregate, the potential for those Shareholders to exit their entire shareholding in the Company;
- (d) the provision of liquidity for the Shares bought back, without incurring any brokerage fees to sell the Shares;
- (e) the Buy-Back will enable Eligible Shareholders to sell a significant volume of Shares, which may otherwise be difficult to do via the ASX in light of recent trading levels in Shares;
- (f) Shareholders have the opportunity to exit all or part of their investment in the Company for a set cash price, providing greater certainty of value to Shareholders;
- (g) Shareholders who sell all of their Shares will avoid ongoing exposure to the risks associated with an investment in the Company;
- (h) the promotion of a more efficient capital structure for the Company;
- (i) continuing Shareholders will control a larger proportion of the ordinary shares of the Company; and
- (j) the potential increase in earnings per share of the Shares remaining after the bought back Shares have been cancelled.

The disadvantages for EP1 and its Shareholders in conducting the Buy-Back may include the following:

- (a) participating Shareholders will have their Shares bought back and cancelled and if all of their Shares are bought back they will cease to have any rights as a member of the Company, which includes losing the right to participate in the future financial performance of the Company;
- (b) the reduction of the Company's liquidity position by the amount of the consideration paid for Shares that are bought back. Further, after the Proposed Delisting, the Shares will no longer be available for trading on the ASX which may have a further impact on liquidity;
- (c) the reduction of the Company's cash balance, noting that the Buy-Back will be partially funded by debt facilities and funds raised from a capital raising, in addition to the Company's current cash reserves (if required). A more detailed explanation of how the Company is funding this Buy-Back is set out in Section 1.14;
- (d) the reduction of the Company's cash balance may limit its ability to pursue future investment opportunities;
- (e) the Buy-Back will increase the voting power of any Shareholders who elect not to participate in the Buy-Back. The potential effect of the Buy-Back on the capital structure and control of the Company is set out in Section 3.7; and

- (f) participating in the Buy-Back may trigger taxation consequences for Shareholders, such as the realisation of a capital gain or a capital loss.

1.4 Who may participate in this Buy-Back?

Eligible Shareholders may accept this Buy-Back Offer only in respect of Shares which were registered in their names at 7.00pm Melbourne time on 8 November 2024 being the Record Date for the Buy-Back. Excluded Shareholders may not participate in the Buy-Back Offer.

1.5 Do I have to participate in this Buy-Back?

No, participation is voluntary.

If you do not want to participate in this Buy-Back, you do not need to take any action.

If you do not sell any of your Shares under the Buy-Back, you will have the same number of Shares after this Buy-Back as you had before this Buy-Back. However, your proportional ownership interest in EP1 (i.e. the number of Shares you own as compared with the total number of Shares on issue) may increase when the Shares (if any) bought back from other Eligible Shareholders who participate in this Buy-Back are cancelled.

1.6 Why might I choose not to participate in this Buy-Back?

You may choose not to participate in the Buy-Back for any of the following reasons:

- (a) you do not wish to sell any of your Shares;
- (b) participating in the Buy-Back may not suit your personal, financial or tax situation; and
- (c) you believe you may be able to sell your Shares for a price that is higher than the Buy-Back Price or in any way which provides you with a greater after-tax return than if you sold them through the Buy-Back, depending on your personal tax situation (but noting the Shares will not be quoted on the ASX in future due to the Proposed Delisting).

1.7 What does the Buy-Back mean to me if I do not participate?

If you choose not to participate in the Buy-Back, if you are an Excluded Shareholder, or if all of your offer to sell your Shares is not accepted by the Company, then the number of Shares you hold will not change as a result of the Buy-Back. Accordingly, after the Buy-Back is completed you may hold a slightly larger percentage of the total Shares in EP1 due to there being fewer Shares on issue. You will continue to be subject to the normal investment risks of share ownership.

1.8 At what price will Shares be bought back?

Shares bought back pursuant to this Buy-Back (if any) will be bought back at the Buy-Back Price of \$0.520 per Share, which represents an 18% premium to the VWAP of Shares which were transacted in the three-month period prior to 16 September 2024, being the last practical calculation date prior to the announcement of the proposed Buy-Back on 24 September 2024, an 11% premium to EP1's net assets per Share, which was \$0.468 per Share as at 30 June 2024 and a 99% premium to EP1's net tangible assets per Share, which was \$0.262 per Share as at 30 June 2024.

Further and in the view of the Directors, having the Buy-Back Price set at such a premium provides Shareholders a material exit opportunity prior to the Proposed Delisting without being pressured to accept a discount on market to exit their investment in the Company or retain their Shares in an unlisted environment. The Buy-Back Price is also linked to connected corporate transactions outlined below.

As further detailed in Section 1.14, the Buy-Back will be funded through a:

- (a) recent capital raising, comprising a \$12.5 million placement of unsecured convertible notes (**Notes**) (**Placement**), with each Note convertible into EP1 Shares at \$0.52 per Share. The Notes will have one option, exercisable at \$0.52 per Share, attached for each two underlying Shares issued on conversion of the face value of each Note; and
- (b) a short-term debt facility (**Debt Facility**). If the Proposed Delisting occurs, the Company intends to explore a potential future capital raising, currently expected to be in the form of an entitlement offer which may be launched following the release of the Company's H1 FY25 results (**Entitlement Offer**). If the Entitlement Offer proceeds, then the proceeds of the offer would be used to refinance the Debt Facility. This capital raising, if it proceeds, would provide an opportunity for Shareholders who remain on the Company's Share register to participate, with the offer expected to be on broadly the same economic terms as the Placement.

The Placement price of \$0.52 was determined based on confidential market soundings and investor interest at this price point. The Company believes that it is important to structure the Buy-Back and the Placement at the same price. Excluding the attached options, the number of underlying Shares issued through the Placement and the potential Entitlement Offer is expected to equal the number of Shares bought back under the Buy-Back (assuming the Buy-Back demand is equal to or greater than \$12.5 million and excluding an 8% annualised coupon on the Notes which will be settled in equity at the same price). The Notice of Meeting contains further information regarding the pricing of the Placement and the Buy-Back.

The net effect of these capital raisings and the Buy-Back is to ensure that existing Shareholders wishing to exit the EP1 Share register prior to the Proposed Delisting have an opportunity to do so (noting the Buy-Back is subject to Scale Back and the Scale Back Threshold), and their liquidity is funded by both incoming and existing Shareholders that are comfortable holding EP1 Shares in an unlisted environment.

It is not mandatory for Shareholders to participate in the Buy-Back. However, Shareholders that do participate will have access to liquidity at a price that is at a significant premium and above what they may receive if they sold their Shares on market.

Moreover, given EP1's low level of trading liquidity, the Company believes that if Shareholders were to approve the Proposed Delisting in the absence of the Buy-Back, there is likely to be a significant negative impact on the EP1 Share price which would significantly disadvantage Shareholders looking to exit the register.

1.9 How have Shares performed over recent times?

The closing price of Shares on ASX on 16 September 2024, being the last practical calculation date prior to the announcement of the proposed Buy-Back on 24 September 2024, was \$0.395.

In recent years, EP1's Share price has been adversely impacted by regulatory proceedings and representative proceedings litigation against the Company and its subsidiaries (**Group**), which has generated significant negative media coverage and reputational damage for its subsidiary company, Dixon Advisory & Superannuation Services Pty Limited (subject to a Deed of Company Arrangement) (**DASS**) and by association the wider Group.

Since the circumstances giving rise to those proceedings and litigation, the Company has simplified its business model through the exit of certain non-core businesses, resulting in a material reduction in the Company's scale and earnings base. In addition, actions against the Group have been addressed through the DASS Deed of Company Arrangement, a conditional settlement of the representative proceedings in November 2023, and Federal Court of Australia approval of the representative proceedings' settlement on 17 April 2024.

Notwithstanding these factors, and despite the recent Federal Court approval of the representative proceedings settlement deed, the Company continues to experience a material disconnect between the trading price of its Shares and the Company's view of its underlying value. The reasons which the Directors believe support their view include:

- (a) **Market comparison** – EP1 has consistently traded below its peers on a relative basis. On a price to book value per Share basis as at 16 September 2024, EP1 traded at 0.84x compared to a mean of 1.51x and median of 1.13x from comparable listed companies. While scale can influence a company’s trading valuation multiple, a number of these peers have a similar or lower market capitalisation than EP1 yet trade at a higher price to book value;

Table 1: Selected comparable companies as at 16 September 2024

TICKER	NAME	MARKET CAP (A\$M)	P/B
ASX:EP1	E&P Financial Group	93.9	0.84x
Wealth/Capital/Funds			
ASX:MAF	MA Financial Group Ltd	968.4	2.47x
Wealth/Capital			
ASX:EZL	Euroz Hartleys Group Ltd	136.0	0.94x
ASX:BFG	Bell Financial Group Ltd	392.9	1.64x
ASX:PFG	Prime Financial Group Ltd	52.9	1.00x
Wealth/Funds			
ASX:EQT	EQT Holdings Ltd	786.5	1.97x
Wealth			
ASX:FID	Fiducian Group Ltd	269.1	4.93x
ASX:CIW	Clime Investment Management Ltd	26.7	1.28x
ASX:CUP	Countplus Ltd	113.9	0.94x
ASX:SEQ	Sequoia Financial Group Ltd	49.1	0.87x
ASX:WTL	WT Financial Group Limited	32.2	1.10x
ASX:CAF	Centrepont Alliance Ltd	65.6	1.97x
Funds			
ASX:CVC	CVC Limited	211.5	1.17x
ASX:PCG	Pengana Capital Group Limited	76.9	1.05x
ASX:KAM	K2 Asset Management Holdings Ltd	12.1	1.49x
ASX:NGI	Navigator Global Investments Ltd	808.6	0.82x
ASX:PAC	Pacific Current Group Ltd	570.0	0.95x
ASX:PTM	Platinum Asset Management Ltd	576.3	1.82x
Mean			1.51x
Median			1.13x

- (b) **Limited free float** – as at 30 June 2024, the top 200 Shareholders of EP1 (from 1,411 Shareholders in total) accounted for approximately 94% of Shares on issue. A substantial number of these Shareholders are employees or Directors of EP1 who are subject to employee trading restrictions on dealing with Shares that they own or control in accordance with the E&P Securities Trading Policy. This severely restricts the available supply of EP1 shares to be traded outside of employee trading windows;
- (c) **Low trading volume** – trading volumes in EP1 Shares have remained low. Total traded volume during FY24 was only 8.6 million Shares which represents approximately 4% of current issued capital. The limited trading volume has the potential to deter professional investors from establishing positions in EP1 given the potentially large price impact on entry (and the challenges in sourcing a sufficient volume of Shares at scale), as well as the and challenges in potentially exiting their position at a later point in time;
- (d) **Overhang from regulatory proceedings** – the legacy issues facing the business, in particular the class actions, have had a sustained negative impact on the share price of EP1 given they have precipitated Shareholder selling and potentially deterred potential investors from buying into EP1 even at prevailing trading levels. This has produced market selling pressure in EP1 Shares, which coupled with the low trading volumes of EP1 on ASX, has

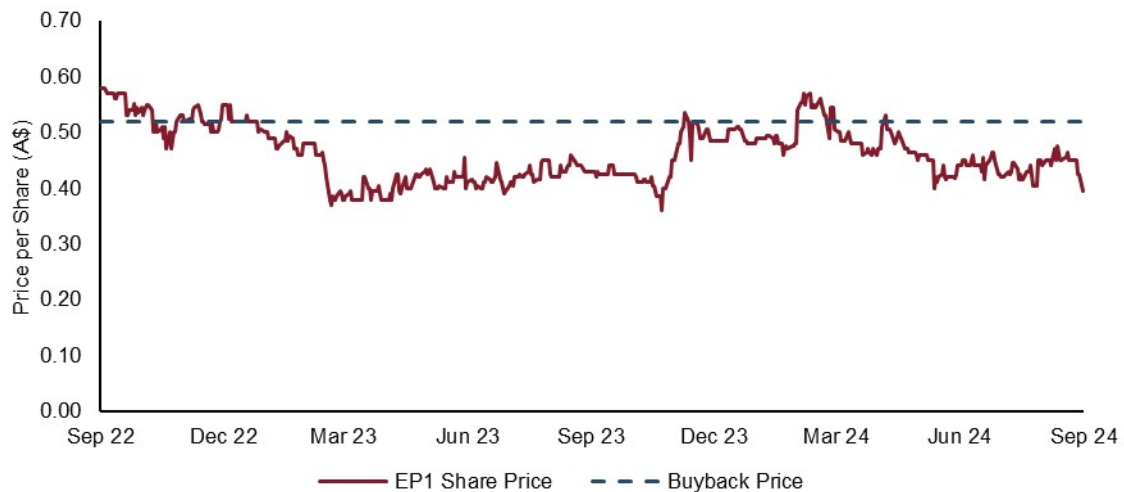
resulted in a relatively small amount of share trading, causing continued pressure on the share price as sellers have generally sought to exit their investment in small parcels over time; and

- (e) **No research coverage** – there is no sell-side research coverage of EP1 by any investment bank or stockbroking firm, which limits the understanding of EP1 and its position by institutional investors and clients of firms which produce research, and as a result limits potential demand for EP1 Shares from those parties.

In the absence of any significant demand for EP1 Shares, relatively small parcels of EP1 Shares being sold on-market have often resulted in disproportionate impacts on the market price of EP1 Shares. In the Directors' view, this has, in part seen the price of EP1 Shares disconnect from the underlying fundamentals of the Company.

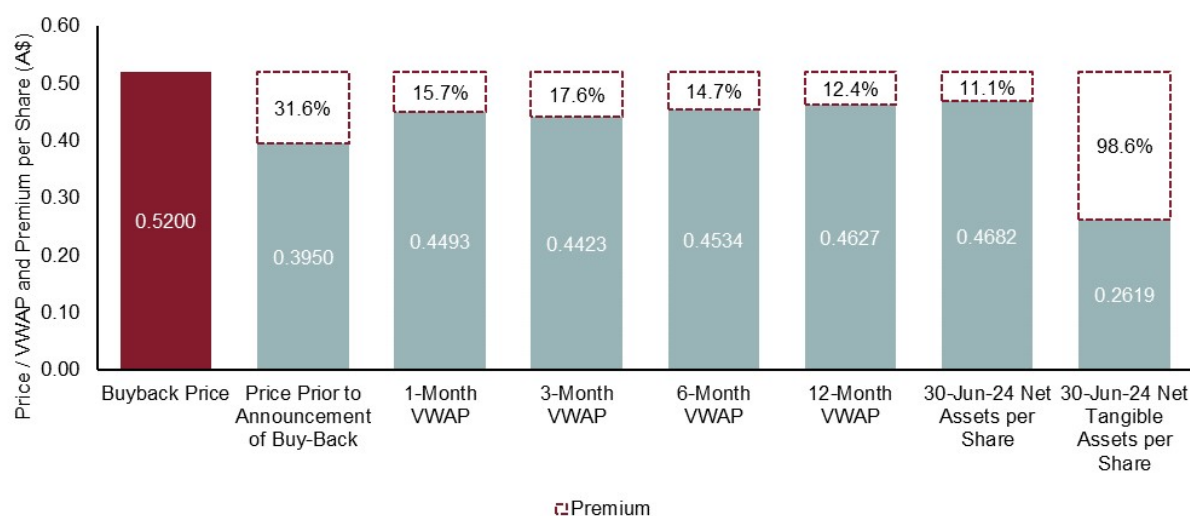
The Buy-Back will provide Shareholders with the opportunity to partially or wholly realise their investment at a material premium to the current EP1 share price, a material premium to the recent historical VWAP of EP1 Shares traded on the ASX as illustrated in Charts 1 and 2 below and at a premium to EP1's net assets per Share and net tangible assets per Share (which were \$0.468 per Share and \$0.262 per Share as at 30 June 2024 respectively). At the same time, those Shareholders who do not wish to participate in the Buy-Back and would prefer to maintain their holding in EP1 Shares following any delisting, would have the ability to do so.

Chart 1: EP1 Historical Share Price¹



1. EP1 share price for the last 24 months prior to 16 September 2024, being the last practical calculation date prior to the announcement of the proposed Buy-Back on 24 September 2024.

Chart 2: Buy-back Premium to Historical EP1 VWAP, NAV and NTA¹



1. Based on current share price and historical VWAP prior to 16 September 2024, being the last practical calculation date prior to the announcement of the proposed Buy-Back on 24 September 2024.

The Company has referenced the premium to EP1's net tangible assets (**NTA**) per Share to highlight that a significant portion of the Company's net assets are intangibles (goodwill and brand), primarily resulting from past corporate activities or related to future office lease obligations (lease liabilities, right of use assets and lease receivables). For this reason, the Company does not view NTA as the most appropriate measure for assessing the Buy-Back Price premium, however this information is provided for regulatory compliance purposes and for Shareholders who may find it relevant.

1.10 How many Shares will EP1 buy back?

EP1 is seeking to return a maximum of \$25,000,000 cash to Eligible Shareholders under the Buy-Back, or a maximum of 48,076,923 Shares (which represents approximately 20.3% of the current issued share capital of the Company). However, the actual number of Shares bought back will depend on the number of Tenders received and then accepted by EP1.

If every Eligible Shareholder participated to the maximum extent possible, save for select Shareholders in EP1, owning in aggregate 76,848,609 Shares that, although eligible to participate, have already expressed an intention to EP1 that they will not participate in the Buy-Back, only 14% of your Shares above the Scale Back Threshold would be bought back by EP1, which is described in more detail at Section 1.13 below. This accounts for each Eligible Shareholder who holds a number of Shares that is less than or equal to the Scale Back Threshold and participates to the maximum extent possible, receiving an allocation in full.

The Shareholders who have expressed an intention to EP1 that they will not participate in the Buy-Back include Mercury Capital and EP1 Directors. The potential impact for substantial Shareholders from a control perspective, is set out in Section 3.7.

1.11 How long will the Buy-Back Offer be open?

The Buy-Back Tender Period will be open from 13 November 2024 until 7.00pm Melbourne time on 11 December 2024. However, the Board may at its discretion and without prior notice, extend the Tender Period or change any other dates of the Tender Period. If the Tender Period is extended, the new Closing Date will be notified to Shareholders.

1.12 When will the Buy-Back be conducted?

Unless EP1 varies any key dates, EP1 will buy back Shares for which it has received Tenders (subject any Scale Back of Tenders) on or about 17 December 2024.

Payment for Shares bought back will be made on or about 17 December 2024. Payment will be made by electronic funds transfer to the Australian bank account nominated on your Tender Form or if you have not nominated an Australian bank account, will be held by EP1 on your behalf in an Australian bank account (without interest) until you nominate an Australian bank account to which the funds may be transferred. It is your responsibility to inform EP1 of any changes to your contact details.

1.13 How will EP1 determine whether any of my Shares will be bought back or whether any scale back will apply?

If EP1 receives Tenders for more than 48,076,923 Shares, EP1 will scale back Tenders to ensure that EP1 does not buy back more than the Buy-Back Limit. As a result, EP1 may buy back a lesser number of Shares than you have specified in your Tender Form.

If a Scale Back occurs, it will operate as follows:

- (a) Shares tendered into the Buy-Back by an Eligible Shareholder up to a value equal to the Scale Back Threshold, being as the Placement (described in more detail in Section 1.14) raised approximately \$12,500,000 in aggregate, as expected, a maximum of \$30,000 in aggregate, representing a maximum of 57,692 Shares, based on the Buy-Back Price of \$0.520 per Share (the **Scale Back Threshold**), will not be subject to any Scale Back;
- (b) any Shares above the Scale Back Threshold tendered into the Buy-Back by an Eligible Shareholder may be subject to a Scale Back by EP1, in the event the Buy-Back Limit is reached. In this scenario, EP1 will implement the Scale Back by setting a maximum percentage of any Eligible Shareholder's Shares that the Company will buy back (excluding those Shares equal to or below the Scale Back Threshold), based on the Tenders received, so that the total amount bought back by EP1 is no more than the Buy-Back Limit; and
- (c) in calculating the number of Shares that EP1 will buy back, all fractions of a Share will be rounded down to the nearest whole Share.

The Scale Back will be undertaken on the Determination Date and determined by the Company. When the Scale Back is calculated, the aggregate number of Shares which will be bought back from each participating Shareholder will be rounded downwards to the nearest whole Share. In the event of a Scale Back, the Board's determination of the Scale Back is final and binding and each Tender Form (and any agreement deemed to be entered with respect to the Buy-Back) will be deemed to be varied to the extent necessary to reflect the number of Shares for which the Buy-Back is accepted after application of the Scale Back, having regard to the pro-rata shareholding of each participating Shareholder.

When calculating the Scale Back outcome, the Company will round down to the nearest whole Share any part Share arising from this calculation, to ensure that each Shareholder is left with a whole number of Shares.

The below scenarios provide an illustrative example of how the Scale Back may apply at different levels.

Scenario 1: No Scale Back (Tender below Scale Back Threshold) (*illustrative example only*)

If an Eligible Shareholder was to tender \$25,000 of Shares in the Buy-Back, given the Tender is below the Scale Back Threshold of \$30,000, that Eligible Shareholder will have sold \$25,000 of Shares in the Buy-Back and would retain no Shares following the Buy-Back (as illustrated in Table 2 below).

Scenario 2: Scale Back of 25% (*illustrative example only*)

If an Eligible Shareholder was to tender \$50,000 of Shares in the Buy-Back and a Scale Back of 25% was to be applied, that Shareholder would receive \$30,000 (being the Scale Back Threshold) plus an additional \$15,000 (representing 75% of the remaining \$20,000 tendered by that Eligible Shareholder

above the Scale Back Threshold). Overall, that Shareholder will have sold \$45,000 of Shares in the Buy-Back and would retain \$5,000 of Shares following the Buy-Back (as illustrated in Table 2 below).

Scenario 3: Scale Back of 50% (*illustrative example only*)

If an Eligible Shareholder was to tender \$50,000 of Shares in the Buy-Back and a Scale Back of 50% was to be applied, that Shareholder would receive \$30,000 (being the Scale Back Threshold) plus an additional \$10,000 (representing 50% of the remaining \$20,000 tendered above the Scale Back Threshold). Overall, that Shareholder will have sold \$40,000 of Shares in the Buy-Back and would retain \$10,000 of Shares following the Buy-Back (as illustrated in Table 2 below).

Table 2: Illustrative Scale Back scenarios

Scale Back Scenarios (A\$)	Scenario 1 No Scale Back	Scenario 2 Scale Back of 25%	Scenario 3 Scale Back of 50%
Tender	25,000	50,000	50,000
Less: amount bought back under the Scale Back Threshold	(25,000)	(30,000)	(30,000)
Less: additional amount bought back above the Scale Back Threshold (post Scale Back)	-	(15,000)	(10,000)
Total value of Shares bought back	25,000	45,000	40,000
Total value of Shares remaining post Buy-Back	-	5,000	10,000

Once you have submitted a Tender Form, you will not be able to sell or otherwise deal with the Shares in relation to which you have submitted a Tender, other than in respect of any Shares subject to the Scale Back after the Buy-Back Date. You will be notified of any Scale Back of Tenders after the Determination Date (16 December 2024) at which time, EP1 will send to all Shareholders who have participated in this Buy-Back a statement of the number of Shares (if any) that have been bought back and the total price that has been paid.

1.14 How is EP1 funding the Buy-Back?

The Company will fund the Buy-Back from a combination of debt, funds raised from a recent capital raising and, if required, cash reserves.

As noted in Section 1.8, the capital raising was conducted by way of a placement of unsecured convertible notes and attaching options. The Placement involved two tranches:

- (a) \$12,040,000, by way of placement to institutional, professional and sophisticated investors; and
- (b) \$460,000, by way of placement to Directors of the Company.

The Placement raised \$12,500,000 in aggregate.

The Company also took out the Debt Facility and will borrow up to \$12,500,000 (and no less than \$2,500,000) from a third party lender, Ronnie Capital Pty Ltd subject to satisfying certain conditions precedent under a loan agreement entered into by the parties on 19 September 2024 (**Loan Agreement**). The Company must pay all amounts owing under the Loan Agreement on the termination date, which is to be no later than 15 February 2026. Interest will accrue daily on any outstanding amounts at a commercial rate of interest.

Interest is payable in arrears on the last business day of each calendar month.

To secure its obligations under the Loan Agreement, the Company has granted a general security interest in favour of the lender over all present and after acquired property of the Company, subject to certain excluded assets.

1.15 How does this Buy-Back compare to selling the Shares in other manners?

EP1 is proposing to de-list from the ASX. After the Proposed Delisting, EP1 will not be listed, and its Shares will not be quoted on a financial market and as such there will be limited opportunities to obtain liquidity for your investment in EP1 in the future.

The price of Shares that you may be able to obtain by selling the Shares in the future may be higher or lower than the Buy-Back Price and may also vary significantly in the future. By making the Buy-Back Offer at the Buy-Back Price, EP1 is not making any recommendation or giving any advice as to whether (or how) you should sell any of your Shares. Before you decide what to do with your Shares, you should seek your own professional advice (including taxation advice).

1.16 How are my voting and dividend rights affected by the Buy-Back if I accept the Buy-Back Offer?

In accordance with the Corporations Act, all rights attached to Shares are suspended once an agreement is entered to buy back the Shares. Accordingly, all rights of Shareholders to vote, receive dividends or transfer your Shares will be suspended upon EP1 accepting your Tender Form and entering into an agreement to buy back the Shares which are the subject of your Tender (subject to any Scale Back).

From the date that you submit your Tender Form until the date it is accepted by EP1, the Share Registry will place the Shares the subject of your Tender Form in a “sub-position” in the Share register and you will not be able to trade those Shares until 18 December 2024 (being the next business day after the Buy-Back Date). You can withdraw or amend your offer to sell your Shares before the Offer Period closes by completing a Withdrawal/Amendment Form. However, your Shares may not be released from the “sub-position” in the Share register and you may not be able to trade those Shares until 18 December 2024 (being the next business day after the Buy-Back Date).

In the event of a Scale Back, the Shares included in your Tender subject to the Scale Back will no longer form part of the agreement to buy back your Shares and the suspension of the rights attaching to those Shares will be lifted, with effect from the Buy-Back Date.

The Board does not expect the Buy-Back to have any material impact on EP1's ability to pay fully franked dividends in future years, or to have a material impact on the whether EP1 will, in fact pay dividends in future.

1.17 Can I transfer my Shares after making a Tender?

Once you have tendered Shares in the Buy-Back, you must not sell or offer to sell those Shares before the Buy-Back Date unless you first withdraw or amend your Tender. In addition, you must not convert the Shares you tender from an Issuer Sponsored Holding to a CHESS Holding or vice versa or move them between CHESS Holdings.

Any Shares not tendered into the Buy-Back may be sold or otherwise dealt with in the ordinary manner.

Once you have submitted a Tender Form, the number of Shares you have tendered will be removed from your holding and placed in a “sub-position” in EP1's share register. You will not be able to deal with those Shares unless those Shares have been released from the sub-position. For the Shares to be released from that sub-position before the end of the Tender Period, you must withdraw or amend your Tender in accordance with the procedures set out in Section 2.2.

Withdrawals or amendments made in accordance with these procedures may not take immediate effect. You should take this into consideration if you wish to sell any of the Shares which you have tendered. If, at the Buy-Back Date, you do not hold at least the number of Shares you successfully tendered, EP1 may, in its absolute discretion, reject your Tender(s) or treat the Tender(s) as if you had tendered the number of Shares held by you at the Closing Date.

1.18 Can I transfer my rights to participate in the Buy-Back?

No. These rights are personal to you and are not transferable.

1.19 Shares held by trustees and nominees

Trustees and nominees who hold Shares should inform the beneficial owners of the Shares about the Buy-Back (other than beneficial owners who are Excluded Shareholders or are otherwise resident in jurisdictions in which it is unlawful to do so) and then aggregate all offers received from those beneficial owners. It is the responsibility of the trustee or nominee to complete one aggregated Tender Form on behalf of all of the beneficial owners and submit that Tender Form so that it is received by the Share Registry no later than 7.00pm (Melbourne time) on the Closing Date.

Trustees or nominees who hold Shares on behalf of or for the account of an Excluded Shareholder must not inform such person of the Buy-Back and must not distribute, or otherwise make available, copies of any Buy-Back Documents to such persons. It is the responsibility of the trustee or nominee to ensure that, when completing an aggregated Tender Form, it does not include any offers to tender Shares on behalf of an Excluded Shareholder. Further, any Scale Back that applies to Shares offered by trustees or nominees will be applied on a registered shareholder basis.

1.20 What if I have more than one holding of Shares?

Each separate registered holding of Shares you have will be treated separately (for example, if you hold some Shares in your name and some Shares jointly with another person, you will have to complete two Tender Forms). You may offer Shares for sale through the Buy-Back from any or all of your separate registered holdings provided you complete separate Tender Forms.

To the extent that a Scale Back applies to Shares offered from more than one of your registered holdings, the Scale Back will be applied to each of those holdings as if they were held by different persons.

1.21 Joint shareholders

If you hold your Shares jointly with another person, please complete and return any Tender Forms in accordance with instructions for joint holdings on the Tender Forms.

1.22 Margin lending and other arrangements

If you hold your Shares under margin lending arrangements or if they are held as security for a loan or as ASX Clear Pty Limited collateral, you should ensure that your participation in the Buy-Back is permitted by those margin lending arrangements, the relevant loan and security documentation, or by ASX Clear Pty Limited, as applicable. By submitting a Tender Form, you warrant to EP1 that when you tender your Shares for sale in the Buy-Back, and on the Buy-Back Date, the Shares are free from any mortgage, charge, lien or other encumbrance (whether legal or equitable) and from any third party rights.

1.23 If I purchase other Shares on ASX during the Tender Period, can I include those Shares in a Tender?

No. You can only submit a Tender in respect of Shares registered in your name as at 7:00pm (Melbourne time) on the Record Date, being 8 November 2024, which is before the Tender Period opens.

1.24 Can I still vote at EP1 meetings if I offer my Shares into the Buy-Back?

Holders of Shares are entitled to vote at any meeting of EP1 that is held before the Buy-Back Date regardless of whether a Shareholder submits a Tender Form. As noted above, all rights attaching to Shares are only suspended once an agreement is entered to buy back the Shares which will occur following the Buy-Back Date. After the Buy-Back Date, you can vote at meetings if you continue to hold at least one Share.

2. How to participate in the Buy-Back

2.1 How do I participate in the Buy-Back?

Participation in the Buy-Back is voluntary, and a Shareholder may elect not to participate in the Buy-Back Offer. If a Shareholder is in any doubt about any of the contents of this booklet or whether to participate in the Buy-Back, they should obtain independent professional advice.

If you would like to participate, the Tender Form provides instructions on how to complete your Tender Form. If you require assistance to complete your Tender Form, please contact the EP1 Share Registry Information line of EP1's Shareholder registry, Boardroom Pty Ltd, on 1300 737 760 (toll free) within Australia or +61 2 9290 9600 from outside Australia (Monday to Friday 8:30am to 5:30pm, Melbourne time).

Step 1: Decide how many Shares you wish to sell

To participate in the Buy-Back, you first need to decide how many Shares you wish to sell, if any.

Box A on the Tender Form sets out the maximum number of Shares you are entitled to offer for sale through the Buy-Back. If you decide to participate, you may offer to sell less than the number of Shares you hold.

No action is required by you if you do not want to accept this Buy-Back for any of your Shares.

Step 2: Submitting your Tender Form and any Withdrawal/Amendment Form

A. Submitting your Tender Form for Issuer Sponsored Holders

If you would like to participate in this Buy-Back, you need to follow the instructions on the Tender Form and complete and sign your Tender Form and return it to EP1's Share Registry by post or hand delivery.

B. Submitting your Tender Form for CHESS Sponsored Holders

If you have a CHESS Holding that is, you have a holder identification number which starts with an "X"), you should contact your controlling participant (usually your broker) who can submit a Tender Form on your behalf.

You should contact your controlling participant in sufficient time for them to process your Tender no later than 7.00pm Melbourne time on the Closing Date. The name of the controlling participant who manages your CHESS Holding as at the Record Date is printed on your Tender Form. You will need to instruct your controlling participant as to how many Shares you would like to offer the Company to Buy-Back and which holding (if you have more than one).

Do not send your Tender Form to EP1's Share Registry.

If you have a CHESS Holding, you will be sent written confirmation from CHESS of the Tenders made on your shareholding or Tenders withdrawn by your controlling participant. Irrespective of its wording, this confirmation is not an acceptance by EP1 of any Tender.

2.2 Can I withdraw or amend a Tender?

Once you have submitted a Tender, you may only withdraw or amend your Tender by following the procedures set out below.

The effect of withdrawing or amending one or more of your Tenders will be to withdraw the Tender(s) and, in the case of an amendment, to replace the relevant Tender with a new Tender.

Withdrawals or amendments made in accordance with these procedures may not take immediate effect.

To withdraw or amend a Tender that has been received by the EP1 Share Registry, you will need to complete and submit a Buy-Back Withdrawal/Amendment Form, using the procedures set out in the Buy-Back Withdrawal/Amendment Form.

You will need to submit your Buy-Back Withdrawal/Amendment Form to the address noted on the form and ensure it is received by the Share Registry no later than 5:00pm Melbourne time on the Closing Date. Any Buy-Back Withdrawal/Amendment Forms received after this time will not be effective for withdrawing or amending your Tender.

A copy of the Buy-Back Withdrawal/Amendment Form is available on request by telephoning the Share Registry on 1300 737 760 (toll free within Australia).

3. Effect of the Buy-Back on EP1

3.1 Effect on Shares on issue

The number of Shares purchased in this Buy-Back may be up to the Buy-Back Limit. This represents approximately 20.3% of EP1's current Shares on issue.

If the Buy-Back completes, the Buy-Back Shares will be cancelled.

Upon completion of the Buy-Back and cancellation of the Buy-Back Shares, the total issued share capital of EP1 will be reduced by a maximum of 48,076,923 Shares resulting in a total issued share capital of EP1 being reduced from 237,680,090 to 189,603,167 Shares. If that occurs, the Buy-Back will result in a reduction of equity in the amount of up to \$25,000,000 when the Buy-Back takes place.

The precise number of Shares that will remain on issue following completion of the Buy-Back will depend on the level of Shareholder participation in the Buy-Back.

3.2 Corporate activity

EP1 may be involved in exploratory discussions with third parties from time to time regarding potential corporate transactions and other strategic initiatives.

In the event that a significant corporate transaction develops as a result of any such discussions, and it is not appropriate to immediately disclose the transaction details, it may become necessary for EP1 to terminate the Buy-Back or extend the Tender Period to ensure that the Buy-Back only proceeds in circumstances where Shareholders are fully informed of all material information.

Any decision to terminate the Buy-Back or extend the Tender Period will only be made after due consideration of the best interests of all EP1 Shareholders and will be announced to the ASX and can also be found at <https://www.eandp.com.au/investor-centre/>.

3.3 Funding of the Buy-Back

EP1 is seeking to return a maximum of \$25,000,000 cash to Shareholders under this Buy-Back Offer. The Company will fund the Buy-Back from a combination of debt facilities, funds raised from a recent capital raising, and cash reserves (if required).

3.4 Effect on EP1's ability to pay its creditors

The Directors do not believe that the payment for Shares bought-back will materially prejudice EP1's ability to pay its creditors and believe that the Company will have sufficient cash reserves to pay its creditors following completion of the Buy-Back.

3.5 Effect on EP1's financial position

The Directors do not believe that the Buy-Back will adversely affect the Company's ability to carry on its business.

The table below sets out the EP1 financial position as at 30 June 2024 and a Pro Forma Consolidated Statement of Financial Position post completion of the Buy-Back, assuming EP1 buys back Shares up to the Buy-Back Limit, taking into account the Placement and drawdown of the Debt Facility.

As at (\$M)	Jun-24	Pro Forma Adjustments			Jun-24 (Pro Forma)
		Debt Facility	Convertible Notes	Buy-Back	
Cash and cash equivalents	48.9	12.5	12.5	(25.0)	48.9
Trade and other receivables	23.5				23.5
Financial and available for sale assets	5.3				5.3
Equity accounted investments	11.4				11.4
Goodwill & other intangibles	62.7				62.7
Right of use assets & lease receivable	29.5				29.5
Other assets	27.0				27.0
Total assets	208.4	12.5	12.5	(25.0)	208.4
Trade and other payables	(10.3)				(10.3)
Provisions	(35.2)				(35.2)
Borrowings	(0.0)	(12.5)			(12.5)
Lease liabilities	(43.2)				(43.2)
Convertible Note Payable	-		(11.9)		(11.9)
Other liabilities	(8.4)				(8.4)
Total liabilities	(97.2)	(12.5)	(11.9)	-	(121.6)
Net assets	111.3	-	0.6	(25.0)	86.9
Share capital	317.5			(25.0)	292.5
Reorganisation reserve	(135.1)				(135.1)
Retained earnings & other reserves	(71.2)		0.6		(70.6)
Total equity	111.3	-	0.6	(25.0)	86.9

The above Pro Forma Consolidated Statement of Financial Position is presented in abbreviated form as a guide and does not contain all the disclosures that are usually provided in a financial report prepared in accordance with Australian Accounting Standards and the Corporations Act. The Pro Forma Consolidated Statement of Financial Position does not constitute a representation of the future financial position or prospects of EP1.

Goodwill and other intangible assets comprise \$55.9 million of indefinite life intangible assets, of which \$29.3 million relates to the 'Evans & Partners / E&P' brand name and \$26.6 million relates to goodwill associated with the E&P Capital division. A further \$6.7 million relates to finite life intangible assets (computer software and customer relationships) which are amortised over their respective useful lives. The Company's indefinite life intangible assets are tested annually for impairment in accordance with AASB 136 'Impairment of Assets'. For further information, please refer to the Company's recently audited financial report for the year ended 30 June 2024, which is available on the Company's website <https://www.eandp.com.au/investor-centre/>.

The usage of debt facilities to partly fund the Buy-Back will, all else being equal, increase the total level of EP1's borrowings. The Company believes that the amount of debt will not have a material adverse impact on the Company or its business. The Company intends to undertake a capital raising in the future (after the Proposed Delisting), the proceeds of which may be used to repay the debt facilities. A final decision on whether to undertake this capital raising and therefore, the potential terms of any such capital raising, are yet to be determined.

3.6 Financial performance

On 29 August 2024, EP1 released its Annual Report and financial statements for the full year ended 30 June 2024. The announcement can be found at <https://www.eandp.com.au/investor-centre/>. You should read the results so that you understand EP1's current and pro-forma financial position set out in Section 3.5 of this booklet.

You should also consider other information about EP1 previously made available to you, such as any announcements made on or after the date of this booklet which can be found at <https://www.eandp.com.au/investor-centre/>. The financial information has been prepared in accordance with EP1's accounting policies included in the Annual Report.

3.7 Effect of this Buy-Back on control of EP1

(a) On an individual basis

While the opportunity to participate in the Buy-Back is equal as between Eligible Shareholders, participation is voluntary.

Some Shareholders may choose not to participate or not to accept the Buy-Back Offer for the maximum number of their Shares. Shareholders who do not participate in this Buy-Back will have the same number of Shares after this Buy-Back as they had before but their proportional ownership interest in the Company will increase when the Shares bought back from Shareholders who do participate in this Buy-Back are cancelled. However, the increase in ownership will be qualitatively different for minority shareholders as opposed to Mercury Capital and other larger Shareholders. This is described in more detail in Section 3.7(b) below.

Certain Eligible Shareholders who are existing Shareholders (and together hold 32% of the Shares) have already expressed an intention to the Company that they will not participate in the Buy-Back.

(b) Substantial Shareholders

The actual effect of the Buy-Back on the control of EP1 will not be known until the Buy-Back is completed and the number of Shares bought back (if any) is known.

Mercury Capital, the largest shareholder in EP1, has indicated that it will not participate in the Buy-Back. If the Company buys back a number of Shares up to the maximum (being the Buy-Back Limit), then at completion of the Buy-Back, Mercury Capital's shareholding will be approximately 28.7% (having increased from approximately 22.9%). As a result, Mercury Capital may have an even greater ability to influence any future resolutions of the Company from which it is not excluded from voting (and the same principle will apply to any other large Shareholders that elect not to participate in the Buy-Back). The percentage increase will be less to the extent that the Company buys back less than 48,076,923 shares as a result of the Buy-Back.

Shareholders with voting power of 5% or more, according to notices filed by them, are set out in the table below, along with their respective shareholdings and voting power prior to the Buy-Back as at the date of this booklet.

The table below illustrates the potential shareholding and voting power of each of these substantial Shareholders after completion of the Buy-Back, based on different levels of participation by Shareholders and assuming in each case that the substantial Shareholders do not participate in the Buy-Back.

Substantial shareholder	Before Buy-Back		After Buy-Back			
			Participation at 50% of Buy-Back Limit		Participation at Buy-Back Limit	
	No. of Shares	Voting power	No. of Shares	Voting power	No. of Shares	Voting power
Mercury Capital	54,432,037	22.9%	54,432,037	25.5%	54,432,037	28.7%
David Evans	16,131,156	6.8%	16,131,156	7.6%	16,131,156	8.5%

(c) Other matters pertaining to control

From time to time, the Company receives approaches from third parties relating to its business and operations, which may include proposals for significant changes of its business, structure or operations as well as proposals that contemplate, or may lead to, a change of control. The Directors recognise their obligations to explore and properly assess all opportunities presented to the Company. The Directors consider each opportunity that may

arise from time to time and update the market as and when required in accordance with the Company's disclosure obligations.

3.8 Impact on EP1's solvency

The Directors are satisfied that, having regard to the total number of Shares that can be bought under this Buy-Back, the amount of cash that will be spent and the basis for funding the Buy-Back, the Company will remain solvent and it will continue to be able to pay its debts as and when they fall due.

The Directors are satisfied that undertaking the Buy-Back will not materially adversely affect the financial position of the Company and that the Buy-Back will not materially prejudice the Company's ability to pay its creditors.

3.9 Tax implications for EP1

The purchase and subsequent cancellation of any Shares does not result in any capital gains tax (**CGT**) outcome to the Company and, as all of the Buy-Back is being debited against shareholder capital, there should be no impact on the Company's franking account.

4. Additional information on the Buy-Back

4.1 Excluded Foreign Shareholders

An Excluded Foreign Shareholder is not entitled to participate in the Buy-Back. The Buy-Back Offer is not made to any Excluded Foreign Shareholder.

An Excluded Foreign Shareholder is any person who resides outside of Australia and New Zealand and also includes any person who is (or who is acting for the account or benefit of a person who is) in the United States, a US Person or a resident of a jurisdiction outside of Australia and New Zealand.

The Buy-Back Offer will not be sent to any shareholder who has a registered address outside of Australia and New Zealand. Copies of the Buy-Back Documents are not being mailed to or otherwise distributed or sent outside of Australia and New Zealand.

Any person receiving any of the Buy-Back Documents must not, directly or indirectly, distribute or send them into any jurisdiction, or otherwise make them available to any person in any jurisdiction, where to do so would breach the laws of that jurisdiction.

EP1 will treat as invalid any Tender known or reasonably known to have been sent from a jurisdiction outside of Australia and New Zealand. Further, EP1 will not accept Tender Forms:

- (a) from any person who does not represent that they are not an Excluded Foreign Shareholder; or
- (b) that have been postmarked in a jurisdiction other than Australia and New Zealand, or that otherwise appear to EP1 or its agents to have been sent from a jurisdiction other than Australia and New Zealand.

By submitting a Tender Form, you warrant that you are not an Excluded Foreign Shareholder.

4.2 EP1 employee share schemes

The Company has adopted a Loan Funded Share Plan (**LFSP**) and a share options/rights plan (**ORP**) for Australian-based employees. Shares which are subject to restriction, or are yet to have discharged the associated loan, under the LFSP, are not eligible to participate in the Buy-Back. Options and Performance Rights issued under the ORP that have not been exercised and converted to fully paid ordinary shares prior to the Record Date, are not eligible to participate in the Buy-Back.

4.3 Stamp Duty

Stamp duty will not be payable on the cancellation of your Shares as a result of the Buy-Back.

4.4 Australian tax implications for Shareholders

- (a) Background

The commentary below is general in nature and not intended to be comprehensive. It is based on the Company's interpretation of Australian income tax law currently in force at the date of this booklet.

It only addresses Australian income tax considerations and is only relevant to the taxation position of Shareholders who hold their Shares on capital account. It does not apply to Shareholders who hold their Shares on revenue account or as trading stock.

The taxation implications for Shareholders will depend on their particular circumstances. Shareholders should seek independent professional tax advice in relation to their tax position based on their particular circumstances, including under the laws of the country where they are resident for tax purposes.

This summary does not constitute financial product advice as defined in the Corporations Act and is confined to taxation issues and is only one of the matters Shareholders need to consider when making a decision about participating in the Buy-Back. Shareholders should consider taking advice from a licensed adviser, before making a decision about participating in the Buy-Back. Neither the Company nor any of their officers, employees or agents, nor its taxation or other advisers accepts any liability or responsibility in respect of taxation consequences connected with the Buy-Back.

(b) Buy-Back

The following taxation consequences will result for Shareholders who are a resident of Australia for Australian tax purposes and who hold their Shares on capital account for Australian tax purposes:

- (1) no funds dispersed as part of the Buy-Back should be treated as a dividend for income tax purposes;
- (2) provided that the Shares are held on capital account, Shareholders would realise either a capital gain or loss when CGT event 'A1' is triggered upon disposing of their Shares;
- (3) this capital gain or loss will arise as at the date that the contract to dispose the Shares is entered into by each Shareholder, rather than when the funds paid under the Buy-Back are actually received by the Shareholder;
- (4) the funds dispersed under the Buy-Back will be the proceeds for CGT purposes;
- (5) a capital gain will be the excess of the capital proceeds received on disposal over the cost base or reduced cost base of the Shares, and a capital loss will be the excess of the cost base or reduced cost base of the Shares over the proceeds received on disposal; and
- (6) All capital gains and losses recognised by an Australian tax resident Shareholder for an income year are added together. To the extent that a net gain exists, such Shareholders should be able to reduce the gain by any amount of unapplied net capital losses carried forward from previous income years (provided certain loss recoupment tests are satisfied). Any remaining net gain (after the application of any carried forward capital losses) will then be required to be included in the Australian tax resident Shareholder's assessable income and should be taxable at the Shareholder's applicable rate of tax. Where a net capital loss is recognised, the loss will only be deductible against future capital gains provided the relevant loss recoupment tests are satisfied.
- (7) Non-corporate Shareholders may be entitled to a concession which discounts the amount of capital gain that is assessed. Broadly, the concession is available where the Shares have been held for at least 12 months prior to disposal. The discount available is 50% for Australian resident individuals or trusts and 33.33% for Australian complying superannuation funds. This concession is not available to corporate Shareholders.

Foreign resident investors should only be subject to the Australian CGT where their investment in Shares satisfy the following two tests:

- satisfy the "non-portfolio interest" test i.e. the investment in EP1 and is at least 10% at the time of the CGT event or throughout a 12 month period that began no earlier than two years before that time and ended no later than that time; and
- satisfy the "principal asset" test i.e. more than 50% of the underlying investments of EP1 and should be Taxable Australian Real Property ("TARP").

As EP1 does not invest in Australian land, the Shares should not satisfy the principal asset test and accordingly potential sale or redemption of Shares by foreign resident Investors should not be subject to the Australian CGT.

Non-resident Shareholders should seek advice in relation to the specific tax consequences arising from the Buy-Back under the laws of their country of residence.

For Shareholders who do not participate in the Buy-Back, there would be no disposal of Shares and, accordingly, no adverse tax consequences are expected to arise.

The Company notes that it has not applied to the Australian Taxation Office for a class ruling to confirm the Australian tax consequence of the Buy-Back for Shareholders who hold their Shares on capital account for Australian tax purposes. Therefore, the information provided above is general in nature only. Shareholders should seek independent professional tax advice in relation to their tax position based on their particular circumstances.

4.5 Participation by directors and senior management

The Board has determined that the directors and members of senior management involved in determining the final pricing, size and implementation of the Buy-Back must not participate in the Buy-Back in respect of Shares held legally or beneficially by them.

4.6 ASIC relief

ASIC has granted EP1 an exemption under subsection 257D(4) of the Corporations Act. This exemption permits EP1:

- (a) to conduct the Buy-Back in substantially the same manner as an equal access buy-back, in accordance with Division 2 of Part 2J.1 of the Corporations Act;
- (b) to invite all Eligible Shareholders (other than Excluded Shareholders) to offer for sale Shares in accordance with the terms and conditions set out in the Buy-Back Documents; and
- (c) to use the Scale Back described in Section 1.13,

provided certain conditions are met including EP1 only buys back Shares up to the Buy-Back Limit and the number of Shares that EP1 buys-back, either as a result of the Buy-Back or as a result of any other buy-back by EP1 during the 12 months before the Buy-Back Date must not exceed 21% of the smallest number of votes attaching to voting Shares on issue at any time during the 12 months before the Buy-Back Date.

Under the Corporations Act, EP1 has the ability to buy back (without shareholder approval) any number of Shares up to a maximum of 10% of the smallest number of Shares it has had on issue over the 12 months preceding the Buy-Back (**10/12 Limit**). EP1 has obtained shareholder approval for the Buy-Back to exceed the 10/12 Limit.

4.7 ASX relief

The ASX has confirmed that it will treat the Buy-Back as an equal access buy-back. EP1 will be required to lodge daily buy-back notifications (under Appendix 3C, Part 4) to ASX while the Buy-Back Offer is open.

4.8 Effect of submitting a Tender Form

A validly completed and signed Tender Form received by the Share Registry constitutes a tender of the Buy-Back Offer for the Shares the subject of the Tender Form on the terms and conditions set out in the Buy-Back Documents. Upon receipt of a validly completed and signed Tender Form by EP1 a binding agreement for the sale of the Shares referred to in the Tender Form is formed. Accordingly, subject to Scale Back and satisfaction of the Condition, you must sell to EP1 the Shares referred to in

your Tender Form for which you accept the Buy-Back Offer on the terms and conditions set out in the Buy-Back Documents, including the terms and conditions set out below.

By submitting a validly completed and signed Tender Form you:

- (a) agree to accept the Buy-Back Offer for the Shares the subject of the Tender form (subject to Scale Back);
- (b) agree to the terms and conditions set out in the Buy-Back Documents;
- (c) agree that you will sell to EP1, on the Buy-Back Date, the number of Shares the subject of the Tender Form (subject to Scale Back);
- (d) warrant to EP1 that at all times after you accept the Buy-Back Offer, and on the Buy-Back Date, you are the registered holder of the Shares the subject of your Tender Form and that they are free from any mortgage, charge, lien or other encumbrance (whether legal or equitable) and from any third party rights and are otherwise able to be sold by you;
- (e) warrant to EP1 that at all times after you accept the Buy-Back Offer, and on the Buy-Back Date, you have capacity to sell and transfer the Shares the subject of your Tender Form to EP1;
- (f) warrant to EP1 on the Buy-Back Date, that other than pursuant to the Buy-Back Offer, you have not agreed to sell or otherwise deal in the Shares nominated for sale on your Tender Form;
- (g) warrant that you are a person to whom the Buy-Back Offer may lawfully be made and whose participation in this Buy-Back and payment of the Buy-Back Price is permitted under the laws of the jurisdiction in which you are resident;
- (h) authorise EP1 (and its officers, agents or contractors) to correct any error in, or omission from, your Tender Form(s) and to insert any missing details;
- (i) undertake not to sell or offer to sell Shares to any other person if, as a result, you will at any time after you submit your Tender Form until the Buy-Back Date hold fewer Shares than the number of Shares you have accepted the Buy-Back Offer for in your Tender Form;
- (j) acknowledge that all rights attached to the Shares the subject of the Tender Form are suspended upon receipt of the Tender Form by EP1, other than as set out above;
- (k) agree that EP1 may amend the timetable for the Buy-Back (including the Record Date, Opening Date, Closing Date or the Buy-Back Date) as permitted by law and as described in this booklet;
- (l) waive any requirement to receive further notice or communication from EP1 of its acceptance or rejection of any Tender Form submitted by you;
- (m) accept the responsibility for fully observing the laws and regulatory requirements of the relevant jurisdiction(s) that apply to you in connection with the booklet and the Buy-Back, including the obtaining of any governmental, exchange control or other consents, the making of any filings that may be required, the compliance with other necessary formalities and the payment of any taxes or other requisite payments due in such jurisdictions;
- (n) acknowledge that neither EP1 nor any other party involved in the Buy-Back has provided you with financial product advice, or any securities recommendation, or has any obligation to provide this advice or recommendation, concerning your decision to participate in this Buy-Back;

- (o) authorise EP1 to make payment to you in respect of any Shares that are acquired from you by EP1 under the Buy-Back, by electronic transfer to the account nominated by you, or if no account is specified, the account specified is invalid, or if the Company is for any reason unable to deposit funds by electronic funds transfer into the account provided as at the Closing Date, to hold the funds on your behalf in an Australian bank account (without interest) until you nominate an Australian bank account to which the funds may be transferred;
- (p) agree that damages is not an adequate remedy for breach of the undertakings, agreements and warranties in this Section 4.8 and the Tender Form and undertake that if you breach any of the covenants, undertakings, agreements or warranties in this Section 4.8 or the Tender Form you will indemnify EP1 for all its costs, damages or losses arising from that breach; and
- (q) agree that any obligation EP1 to buy back Shares nominated by you in your Tender Form is conditional on your compliance with the covenants, undertakings, agreements, representations and warranties in and otherwise subject to this booklet.

You will be taken to have submitted a Tender when EP1 receives a validly completed and signed Tender Form from you.

4.9 EP1's right to accept or reject invalid Tenders and Tender Forms

At any time, EP1 may (at its sole discretion) accept or reject a Tender not made in accordance with the terms and conditions set out in the Buy-Back Documents, or a Tender Form not validly completed, signed and submitted in accordance with the procedures set out in the Buy-Back Documents.

As noted in this booklet, certain Eligible Shareholders have already expressed an intention to EP1 that they will not participate in the Buy-Back.

EP1 will not accept any Tender which it may not lawfully accept or which, if accepted, would give rise to an illegal or unenforceable Buy-Back contract or a Buy-Back contract which EP1 cannot otherwise lawfully perform.

4.10 EP1's right to waive requirements and adjust Tenders and Tender Forms

EP1 may, in its absolute discretion and at any time, deem any Tender Form it receives to be a valid tender, disregard any tender or Tender Form it believes is defective and should be disregarded and waive any or all requirements for making, amending or withdrawing a Tender. It may do each of these things in relation to some, all or any number of Tender it receives and any number of Shares the subject of a Tender it receives.

4.11 EP1's right to vary the timetable or to terminate the Buy-Back

While EP1 does not currently anticipate changing any of the dates and times set out in the Buy-Back Documents (including, without limitation, the Closing Date and the Buy-Back Date), it reserves the right to vary them. Any change in date or time will take effect from the time it is authorised by the Board and will be publicly announced on the ASX as soon as practicable following the Board's authorisation. Any such change will be taken to amend this booklet (and the other Buy-Back Documents) accordingly.

EP1 may also decide not to proceed with the Buy-Back if there is a material adverse change in market or trading conditions either generally or as it may apply to EP1. In such a circumstance, EP1 reserves the right to terminate the Buy-Back at any time prior to the date on which EP1 enters into Buy-Back Contracts by making an announcement to the ASX to that effect.

4.12 Interests of Directors

Set out below are the interests of each of the Directors and their Associates (including indirect interests) and their current intentions in respect of the Buy-Back as at the date of this booklet.

Director	Shares	Current Intentions
David Evans	16,131,156	Not to participate in the Buy-Back Offer
Josephine Linden	Nil	Not applicable
Sally McCutchan	100,000	Not to participate in the Buy-Back Offer
Tony Johnson	200,000	Not to participate in the Buy-Back Offer
Ben Keeble	5,985,416	Not to participate in the Buy-Back Offer

4.13 Other material information

There is no other information known to the Board or EP1, other than as set out in this booklet, that is material to the making of a decision by Shareholders whether or not to participate in the Buy-Back. For completeness, the Board and EP1, having made inquiries, are not aware of any current, pending or threatened legal actions or legal proceedings against the Company.

4.14 Privacy

EP1 is conducting the Buy-Back in accordance with the Corporations Act. This involves the collection of personal information contained in Tender Forms (and any Withdrawal/Amendment Forms) to enable EP1 to process your offer to sell Shares, your Tender Forms (and any Withdrawal/Amendment Forms). If you do not provide this information, EP1 may not be able to process your offer to sell Shares.

The personal information collected by EP1 will only be disclosed to Boardroom Pty Limited in its capacity as the EP1 Share Registry, a print and mail service provider, EP1's advisors in relation to the Buy-Back and to financial institutions in respect of payments to you in connection with the Buy-Back, and otherwise may be used or disclosed as required or authorised by law.

For information about how you can access and correct your personal information and raise privacy concerns, see EP1's privacy policy at <https://www.eandp.com.au/ep-privacy-policy/> and Boardroom Pty Limited's privacy policy at <https://boardroomlimited.com.au/wp-content/uploads/2023/12/Privacy-Policy-Online-Version.pdf>.

4.15 Applicable law

The Buy-Back Documents, your Tender(s) and any agreement deemed to be entered into in connection with this Buy-Back will be governed by the laws of Victoria, Australia.

5. Glossary

In the Buy-Back Documents unless the contrary intention appears the following words have the following meanings:

ASIC	Australian Securities and Investments Commission
Associate	Has the meaning given to that term in the Corporations Act
ASX	ASX Limited (ABN 98 008 624 691) or the financial market which it operates, as applicable
ASX Settlement	ASX Settlement Pty Ltd (ABN 49 008 504 532), the securities clearing house of the ASX
Board	The board of directors of EP1
Buy-Back	The off-market tender buy-back of up to 48,076,923 Shares (\$25,000,000 worth of Shares) as set out in this booklet
Buy-Back Contract	The contract formed on the Buy-Back Date between you and EP1 at the time that EP1 accepts your Tender (if and to the extent that EP1 accepts your Tender)
Buy-Back Date	17 December 2024, unless EP1 determines a later date
Buy-Back Documents	This booklet, the Tender Form and the Withdrawal/Amendment Form
Buy-Back Limit	48,076,923 Shares (representing a total maximum Buy-Back of \$25,000,000)
Buy-Back Offer	The offer by EP1 to Eligible Shareholders to tender an offer to the Company to buy back Shares as set out in the Buy-Back Documents
Buy-Back Price	\$0.520 per Share
CGT	Has the meaning given in Section 3.9
CHESS Holder	A holder of Shares on the CHESS subregister of EP1
CHESS Holding	A holding of Shares on the CHESS subregister of EP1
Closing Date	11 December 2024, unless EP1 determines a later date
Corporations Act	<i>Corporations Act 2001</i> (Cth)
DASS	Has the meaning given in Section 1.9
Determination Date	16 December 2024, unless EP1 determines a later date
Directors	The directors of EP1
Eligible Shareholder	A Shareholder who holds Shares on the Record Date who is not an Excluded Shareholder
E&P Capital	The E&P Capital cash generating unit
Entitlement Offer	Has the meaning given in Section 1.8
EP1 or Company	E&P Financial Group Limited ACN 609 913 457
Excluded Foreign Shareholder	Any: (a) shareholder to whom EP1 would be prohibited from paying money pursuant to any act, rule or regulation of Australia which prohibits EP1 from making payments to foreign persons; (b) shareholder who does not have a registered address in Australia or New Zealand; or (c) person who resides, or who is acting on behalf of or for the account of a person who resides, in a jurisdiction other than Australia or New Zealand where it would be illegal under the laws of that jurisdiction to make an invitation to that person, to participate in the Buy-Back or whose participation in the Buy-Back is not permitted under the laws of that jurisdiction (or which has laws which EP1 determines would be impractical for it to comply with in order to permit such person to receive a Buy-Back invitation, or to participate in the Buy-Back), and includes any person who is (or who is acting on behalf of a US Person) located in the United States of America
Excluded Shareholder	A shareholder who is any of:

	(a) an Excluded Foreign Shareholder; (b) a shareholder who holds only Restricted Employee Shares; or (c) a shareholder who is a Director, group executive or certain other management of EP1 involved in the implementation of the Buy-Back
Group	Has the meaning given in Section 1.9
H1 FY25	The first half of the financial year ended 30 June 2025
LFSP	Has the meaning given to it in Section 4.2
Loan Agreement	Has the meaning given to it in Section 1.14
Notice of Meeting	Has the meaning given to it in Section 1.2
ORP	Has the meaning given to it in Section 4.2
Placement	Has the meaning given to it in Section 1.8
Proposed Delisting	Has the meaning given to it in Section 1.2
Record Date	7.00pm (Melbourne time) on 8 November 2024, being the date of determination of shareholders entitled to participate in, and the number of Shares this Buy-Back is entitled to be accepted for
Restricted Employee Shares	Shares held pursuant to the LFSP where, as at the Record Date, under the terms of the LFSP (a) the holder would not be entitled to sell those Shares pursuant to the Buy-Back Offer or (b) the Shares are subject to forfeiture
Scale Back	Has the meaning given to it in Section 1.13
Scale Back Threshold	Has the meaning given to it in Section 1.13
Section	A section of this booklet
Settlement Rules	The operating rules of ASX Settlement, as amended from time to time
Share Registry	The share registry of EP1, which at the date of this booklet is Boardroom Pty Limited
Shares	Ordinary fully paid shares in the issued capital of the Company
Shareholders	Holders of Shares from time to time
Tender	A Shareholder's offer to sell Shares to EP1 on the terms and conditions set out in the Buy-Back Documents as amended in accordance with the procedures set out in the Buy-Back Documents
Tender Form	The form of offer by a shareholder to sell Shares to EP1 under the Buy-Back (both in electronic form and in paper form), which accompanies this booklet, or represented by instructions from a CHESS Holder's controlling participant (and includes a Tender Form amended in accordance with the procedures set out in the Buy-Back Documents)
Tender Period	The period during which Eligible Shareholders may lodge a Tender Form in accordance with the Buy-Back Documents
United States	United States of America, its territories and possessions, any State of the United States and the District of Columbia
US Person	Has the meaning given by Regulation S under the United States' Securities Act of 1933, as amended from time to time
VWAP	Volume weighted average share price
Withdrawal/Amendment Form	The form entitled "Buy-Back Withdrawal / Amendment Form", a copy of which accompanies this booklet, that is required to withdraw or amend a previously submitted Tender.

In the Buy-Back Documents, unless the context otherwise requires:

- (a) the singular includes the plural, and vice versa;
- (b) words importing one gender include other genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this booklet have a corresponding meaning;

- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa;
- (e) a reference to a section, attachment and schedule is a reference to a section of and an attachment and schedule to this booklet, as relevant;
- (f) reference to any statute, regulation, proclamation, ordinance or law includes all statutes, regulations, proclamations, ordinances, or laws amending, varying, consolidating or replacing it and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
- (g) headings and bold type are for convenience only and do not affect the interpretation of this booklet;
- (h) a reference to writing includes electronic transmissions;
- (i) a reference to currency is to Australian dollars; and
- (j) a reference to time is to Melbourne time.

The postal acceptance rule does not apply to Tenders (as you may amend or withdraw your Tender by completing, signing and submitting to the Company a Withdrawal/Amendment Form up until 7.00pm (Melbourne time) on the Closing Date, and Buy-Back Contracts will only be formed on acceptance by the Company of your Tender).

ANNEXURE A – TENDER FORM – Issuer Sponsored Holders



E&P FINANCIAL GROUP LIMITED

(ABN 54 609 913 457)

All correspondence to:

Boardroom Pty Limited

GPO Box 3993

Sydney NSW 2001

Enquiries: 61 2 9290 9600

Facsimile: 61 2 9279 0664

www.boardroomlimited.com

enquiries@boardroomlimited.com.au

Equal Access Buy-Back (Issuer Sponsored Holders)

Subregister

SRN

Number of Shares held at
7.00 pm 8 November 2024:

**Offer Closes: 7.00pm (Melbourne time)
11 December 2024**

Complete this form if you wish to participate in the E&P Financial Group Limited (**EP1**) Equal Access Buy-Back (**Buy-Back**) and potentially sell some or all of your shares in EP1 (**Shares**). You should refer to the terms of the Buy-Back set out in the Share Buy-Back Offer Booklet accompanying this form (**Booklet**) and on the back of this form. **If you are in any doubt as to how to deal with this form, please consult your financial or legal adviser.**

A Maximum Buy-Back

The **MAXIMUM** number of Shares that you may nominate for sale through the Buy-Back.

B Your Buy-Back Tender Nomination

Enter the number of shares you wish to tender
(**Must not be greater than the amount listed in section A**)

C Contact Details

Contact Name

Telephone number – Business Hours

Email

Telephone number – After Hours

D Sign Here

This Section MUST be signed for your instructions to be executed (refer overleaf for signing instructions)
I/we confirm that I/we wish to participate in the Buy-Back and agree to the terms of the Buy-Back offer set out in the Booklet accompanying this form and on this form.

Shareholder 1

Office(s)

Shareholder 2

Office(s)

Shareholder 3

Office(s)

Note: Notices signed under Power of Attorney or by the Executor of an Estate must be accompanied by a copy of that Power together with a signed certificate of non-revocation of that Power or Letters of Administration, as the case may be, unless previously lodged for noting.

Day / Month / Year

THIS FORM MUST BE RECEIVED BY NO LATER THAN 7.00 PM (Melbourne time) ON 11 December 2024

Further Important Instructions

Shareholders who wish to sell Shares under the Buy-Back offer must return this form duly completed. Prior to lodging this form, you should read the Booklet which sets out the key terms of the Buy-Back offer. If you are in any doubt as to how to deal with this form, please consult your financial or legal adviser.

1. How to complete this form

Shareholders who wish to accept the offer and sell Shares into the Buy-Back must lodge a Tender Form.

A Maximum Buy-Back Tender

This is the maximum number of Shares you can tender under this Equal Access Share Buy-Back.

B Your Buy-Back Tender Nomination

In this section please enter the total number of shares you wish to tender.

Please note that the tender you enter must not exceed the maximum number listed in section A. If a greater number than the maximum is entered your form will be rejected.

C Contact details

Please provide your contact name, telephone number and email address in this section in case we need to contact you.

D Signature(s)

You must sign the form as follows in the space provided:

Individual: Where the holding is in one name, the shareholder must sign.

Joint holding: Where the holding is in more than one name, all shareholders must sign.

Power of Attorney: To sign under Power of Attorney, you must have already lodged that document together with a signed certificate of non-revocation of Power of Attorney with Boardroom Pty Limited. Alternatively, attach a certified copy of the Power of Attorney and certificate of non-revocation to this form when you return it.

Deceased Estate: All executors must sign and, if not already noted by Boardroom Pty Limited, a certified copy of Probate or Letters of Administration must accompany this form.

Companies: This form must be signed by either 2 Directors or, if an Australian registered company, a Director and a Company Secretary. Alternatively, where the company has a Sole Director and, in the case of an Australian registered company, where there is no Company Secretary or where the Sole Director is also the Sole Company Secretary, that Director may sign alone.

This is an important document and requires your immediate attention, If you are in any doubt about how to deal with it, please consult your financial or other professional adviser. For further information, call Boardroom Pty Limited on 02 9290 9600.

2. Lodgement of Tender

Tender Forms must comply with the tender instructions set out in this form and be received by Boardroom Pty Limited no later than 7.00pm (Melbourne time) on 11 December 2024. Return the Tender Form to:

By mail:
Boardroom Pty Limited
GPO Box 3993
Sydney NSW 2001

OR

Hand delivered:
Boardroom Pty Limited
Level 8, 210 George Street
Sydney NSW 2000

3. Offer

By signing and returning this Tender Form, I/we, the registered holder/s of the Shares shown on the reverse:

- agree that I/we will sell and EP1 will buy-back from me/us the number of Shares determined in accordance with the terms of the Buy-Back;
- warrant to EP1 that at the time of submitting the Tender Form and on the Closing Date, I/we am/are the registered holder(s) of the Shares which I/we have agreed to sell and those Shares are and will be free from any mortgage, charge, lien or other encumbrance (whether legal or equitable) or any third party rights;
- authorise EP1 (or its officers or agents) to correct any error in or omission from my/our Tender Form and to complete the Tender Form by the insertion of any necessary details;
- warrant to EP1 that I/we are either a person/s to whom the Buy-Back may be lawfully made and whose participation in the Buy-Back is permitted under the laws of the jurisdiction in which I/we am/are resident; or that if I/we am/are acting on behalf of or for the account of another person, that person is a person to whom the Buy-Back may be lawfully made and whose participation in the Buy-Back is permitted under the laws of the jurisdiction in which they are resident;
- acknowledge that, I/we are bound by the terms and conditions of the Buy-Back which are set out in the accompanying Booklet including, without limitation, not to sell so many Shares as would reduce my/our shareholding below the number of Shares for which I/we have agreed to sell, and I/we have read and understood those terms and conditions;
- agree that I/we have read and understood the terms and conditions of the Buy-Back; and
- agree that if I/we breach any of the agreements in clauses (a) to (f) above, I/we will indemnify EP1 for all its costs and losses arising from the breach,

Where this document is signed under power of attorney, the attorney declares that the attorney has no notice of the revocation of the power or the death of the donor of the power where this document is signed by or on behalf of a company, the company represents that the company has signed the form in accordance with the company's constitution and the *Corporations Act 2001* (Cth) (or any other applicable laws).

4. Treatment of Tenders

EP1 may treat any purported Tender as satisfying the requirements for valid Tender within the terms of the s Buy-Back or disregard the Tender (In whole or in part), as it determines appropriate. Please return the completed Tender Form as soon as possible so as to reach Boardroom Pty Limited no later than 7.00pm (Melbourne) on 11 December 2024.

5. Privacy Statement

Boardroom Pty Limited advises that Chapter 2C of the *Corporations Act 2001*(Cth) requires information about you as a shareholder (including your name, address and details of the shares you hold) to be included in the public register of the entity in which you hold shares. Information is collected to administer your share holding and if some or all of the information is not collected then it might not be possible to administer your share holding. Your personal information may be disclosed to the entity in which you hold shares for the purposes of administering your shareholding. You can obtain access to and correct your personal information by contacting us at the address or telephone number shown on this Tender Form.

Our privacy policy is available on our website (<https://boardroomlimited.com.au/privacy-policy/>).

If you have any enquiries concerning your Security holding please contact Boardroom Pty Limited 9290 9600 between 8.30am and 5.30pm Sydney time Monday to Friday.

This form may not be used to effect an address change. Please contact Boardroom Pty Limited on 9290 9600 for an appropriate form, or download a Change of Address Notification form from www.boardroomlimited.com.au

ANNEXURE B – TENDER FORM – CHESS Holders



E&P Financial Group Limited

(ABN 54 609 913 457)

All correspondence to:

Boardroom Pty Limited

GPO Box 3993

Sydney NSW 2001

Enquiries: 61 2 9290 9600

Facsimile: 61 2 9279 0664

www.boardroomlimited.com.au

enquiries@boardroomlimited.com.au

Equal Access Buy-Back (CHESS Sponsored Holders)

DPID
Column A
Column B
Column C
Column D
Column E
Column F

Subregister Column I

HIN Column J

Number of Shares held at
7.00 pm 8 November 2024 Column K

**Offer Closes: 7.00pm (Melbourne Time)
11 December 2024**

Barcode Column J

Complete this form if you wish to participate in the E&P Financial Group Limited (EP1) Equal Access Buy-Back (Buy-Back) and potentially sell some or all of your Shares in EP1 (Shares). You should refer to the terms of the Buy-Back set out in the Share Buy-Back Offer Booklet accompanying this form (Booklet) and on the back of this form. **If you are in any doubt as to how to deal with this form, please consult your financial or legal adviser.**

A Maximum Buy-Back

The **MAXIMUM** number of Shares that you may nominate for sale through the Buy-Back.

Column L

B Your Buy-Back Tender Nomination

Enter the number of Shares you wish to tender
(Must not be greater than the amount listed in section A)

C Contact Details

Contact Name

Telephone number – Business Hours

()

Email

Telephone number – After Hours

()

D Sign Here

This Section MUST be signed for your instructions to be executed (refer overleaf for signing instructions)

I/we confirm that I/we wish to participate in the Buy-Back and agree to the terms of the Buy-Back set out in the Booklet accompanying this form and on this form.

Shareholder 1

Office(s):

Shareholder 2

Office(s):

Shareholder 3

Office(s):

Note: Notices signed under Power of Attorney or by the Executor of an Estate must be accompanied by a copy of that Power together with a signed certificate of non-revocation of the Power, or Letters of Administration, as the case may be, unless previously lodged for noting.

Day / Month / Year

IMPORTANT INFORMATION FOR CHESS HOLDERS

Your Shares are held on the CHESS Sub-register. To participate in the Buy-Back you can either:

- Contact your Controlling Participant – normally your broker – and instruct them to submit a Tender on your behalf (If you do that, you do not need to complete and return this Tender Form to Boardroom Pty Limited);
- OR
- If you want EP1 to contact your Controlling Participant on your behalf, write their details here and sign and return this form. By providing these details & signing this form you authorise EP1 to instruct your Controlling Participant to Participate in the Buy-Back in accordance with the ASX Settlement Operating Rules.

Your Broker's Name:

Your Broker's Address:

Your Broker's Telephone Number:

THIS FORM MUST BE RECEIVED BY NO LATER THAN 7.00 PM (Melbourne time) ON 11 December 2024

Further Important Instructions

Shareholders who wish to sell Shares under the Buy-Back offer must contact their Controlling Participant or return this form duly completed. Prior to lodging this form, you should read the Booklet which sets out the key terms of the Buy-Back. If you are in any doubt as to how to deal with this form, please consult your financial or legal adviser.

1. How to complete this form

A Maximum Buy-Back Tender

This is the maximum number of Shares you can tender under this Equal Access Share Buy-Back.

B Your Buy-Back Tender Nomination

In this section please enter the total number of Shares you wish to tender for sale in the Buy-Back.

Please note that the tender you enter must not exceed the maximum number listed in section A. If a greater number than the maximum is entered your form will be rejected.

C Contact details

Please provide your contact name, telephone number and email address in this section.

D Signature(s)

You must sign the form as follows in the space provided:

Individual: Where the holding is in one name, the Shareholder must sign.

Joint holding: Where the holding is in more than one name, all Shareholders must sign.

Power of Attorney: To sign under Power of Attorney, you must have already lodged that document together with a signed certificate of non-revocation of Power of Attorney with Boardroom Pty Limited. Alternatively, attach a certified copy of the Power of Attorney and certificate of non-revocation to this form when you return it.

Deceased Estate: All executors must sign and, if not already noted by Boardroom Pty Limited, a certified copy of Probate or Letters of Administration must accompany this form.

Companies: This form must be signed by either 2 Directors or, if an Australian registered company, a Director and a Company Secretary. Alternatively, where the company has a Sole Director and, in the case of an Australian registered company, where there is no Company Secretary or where the Sole Director is also the Sole Company Secretary, that Director may sign alone.

This is an important document and requires your immediate attention. If you are in any doubt about how to deal with it, please consult your financial or other professional adviser. For further information, call Boardroom Pty Limited on 02 9290 9600.

2. Lodgement of Tender

Your Shares are in a CHESS Holding, you do not need to complete and return this Tender Form to Boardroom Pty Limited. You can contact your Controlling Participant, normally your broker, and instruct them to submit a Tender Form on your behalf. If you decide to use this Tender Form, follow the instructions below.

It is the responsibility of the eligible security holder to allow sufficient time for their Controlling Participant to initiate a tender on their behalf in accordance with ASX Settlement Operating Rule 14.14. You must ensure that this form is received by your Controlling Participant in sufficient time before the end of the Offer Period to enable your Controlling Participant to effect acceptance on CHESS during business hours.

If you send your Tender Form to Boardroom Pty Limited at the address below, we will send the relevant acceptance message to CHESS for forwarding to your Controlling Participant for acknowledgement. Neither EP1 nor Boardroom Pty Limited will be responsible for any delays incurred by this process.

By mail:

Boardroom Pty Limited
GPO Box 3993
Sydney NSW 2001

OR

Hand delivered:

Boardroom Pty Limited
Level 8, 210 George Street
Sydney NSW 2000

3. Offer

By signing and returning this Tender Form, I/we, the registered holder/s of the Shares shown on the reverse:

- agree that I/we will sell and EP1 will buy back from me/us the number of Shares determined in accordance with the terms of the Buy-Back;
- warrant to EP1 that at the time of submitting the Tender Form and on the Closing Date, I/we am/are the registered holder(s) of the Shares which I/we have agreed to sell and those Shares are and will be free from any mortgage, charge, lien or other encumbrance (whether legal or equitable) or any third party rights;
- authorise EP1 (or its officers or agents) to correct any error in or omission from my/our Tender Form and to complete the Tender Form by the insertion of any necessary details;
- warrant to EP1 that I/we am/are either a person/s to whom the Buy-Back may be lawfully made and whose participation in the Buy-Back is permitted under the laws of the jurisdiction in which I/we am/are a resident; or that if I/we are acting on behalf of or for the account of another person, that person is a person to whom the Buy-Back may be lawfully made and whose participation in the Buy-Back is permitted under the laws of the jurisdiction in which they are resident;
- acknowledge that, I/we are bound by the terms and conditions of the Buy-Back which are set out in the accompanying Booklet including, without limitation, not to sell so many Shares as would reduce my/our shareholding below the number of Shares for which I/we have agreed to sell, and I/we have read and understood those terms and conditions;
- agree that I/we have read and understood the terms and conditions of the Buy-Back; and
- agree that if I/we breach any of the agreements in clauses (a) to (f) above, I/we will indemnify EP1 for all its costs and losses arising from the breach.

Where this document is signed under Power of Attorney, the attorney declares that the attorney has no notice of the revocation of the Power or the death of the donor of the Power where this document is signed by or on behalf of a company, the company represents that the company has signed the form in accordance with the company's constitution and the *Corporations Act 2001* (Cth) (or any other applicable laws).

4. Treatment of Tenders

EP1 may treat any purported Tender as satisfying the requirements for valid Tender within the terms of the Buy-Back or disregard the Tender (whole or in part), as it determines appropriate. Please return the completed Tender Form as soon as possible so as to reach Boardroom Pty Limited no later than 7.00pm (Melbourne Time) on 11 December 2024.

5. Privacy Statement

Boardroom Pty Limited advises that Chapter 2C of the *Corporations Act 2001* (Cth) requires information about you as a Shareholder (including your name, address and details of the Shares you hold) to be included in the public register of the entity in which you hold Shares. Information is collected to administer your shareholding and if some or all of the information is not collected then it might not be possible to administer your shareholding. Your personal information may be disclosed to the entity in which you hold Shares for the purposes of administering your shareholding. You can obtain access to and correct your personal information by contacting us at the address or telephone number shown on this Tender Form.

Our privacy policy is available on our website (<https://www.boardroomlimited.com.au/corp/privacy-policy/>).

If you have any enquiries concerning your Securityholding please contact Boardroom Pty Limited 02 9290 9600 between 8.30am and 5.30pm Melbourne time Monday to Friday.

ANNEXURE C – TENDER WITHDRAWAL/AMENDMENT FORM



PLEASE PROVIDE YOUR REGISTERED NAME AND ADDRESS DETAILS IN THE BOX BELOW

PLEASE PROVIDE YOUR HIN/SRN IN THE BOX BELOW

Tick one box only. One box must be completed

Withdrawal: I/we withdraw my/our previous Tender(s) in accordance with the Share Buy-Back Offer Booklet. **(Complete section D only)**

Amendment: I/we withdraw my/our previous Tender(s) in accordance with the Share Buy-Back Offer Booklet and wish to submit a replacement Tender as set out below **(Complete section A to D)**

Buy-Back Withdrawal/Amendment Form

IMPORTANT: This is an important document and requires your immediate attention. Complete this form if you wish to Withdraw or Amend your Off-Market Buy-Back Tender in the E&P Financial Group Limited (EP1) Off-Market Buy-Back (**Buy-Back**). You should refer to the terms of the Buy-Back set out in the Share Buy-Back Offer Booklet accompanying this form (**Booklet**) and on this form. If you are in any doubt as to how to deal with this form, please consult your professional adviser.

A Number of Shares held as at Record Date

The number of Securities that you held at 7.00pm Melbourne time 8 November 2024

B Off-Market Buy-Back Tender

Please mark this box if you wish to tender your entire eligible holding or specify the number of Shares to be bought back below:

Note: If this form is signed, returned and no number of Shares specified you will be taken to have tendered an offer to have all of your Shares bought back by EP1.

C Contact Details (Please provide your contact details below)

CONTACT NAME	CONTACT NUMBER	EMAIL ADDRESS	BROKERS NAME
	()		

D Securityholder Signature

Please sign the appropriate boxes below. By signing this form you confirm that you have read and understand the terms and conditions of the Buy-Back.

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

Day Month Year

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OFF-MARKET BUY-BACK WITHDRAWAL/AMENDMENT FORMS MUST BE RECEIVED BY THE REGISTRY OR PROCESSED BY YOUR CONTROLLING PARTICIPANT BY 7.00pm Melbourne time 11 December 2024

How to complete the Off-Market Buy-Back Withdrawal/Amendment Form - Please read these instructions carefully

The instructions below are cross-referenced to the relevant section on the front of this form. Defined terms have the meaning given to them in the Booklet.

- A. This is the total number of Shares registered in your name as at 7.00pm 8 November 2024 which is the number of Shares that you are entitled to participate in the Buy-Back. If you wish to participate in the Buy-Back, you can offer to tender some or all of these Shares to EP1.
- B. Off-Market Buy-Back Amendment
- If you wish to amend the number of Shares that you tender, please mark the box provided to tender all of your Shares or if you wish to tender some of your Shares, please write the number of Shares that you wish to tender in the space provided.
- Note: If this form is signed, returned and there is no number of Shares specified, you will be taken to have all of your Shares bought back by EP1.
- C. Please provide your contact details in case we need to speak to you about your Off-Market Buy-Back Withdrawal/Amendment Form.
- D. The Off-Market Buy-Back Withdrawal/Amendment Form **must** be signed. By signing and returning this Off-Market Buy-Back Withdrawal/Amendment Form, you acknowledge that you have read, understood and agree to the contents of the Booklet and agree to make an offer to sell your Shares on the terms and conditions set out in the Booklet (including the covenants, undertakings, agreements and representations and warranties). In the spaces provided you must sign this form as follows:

Individual: Where a holding is in a single name, the registered securityholder must sign.

Joint Holding: Where a holding is in joint names, all securityholders must sign.

Power of Attorney: To sign under a Power of Attorney, you must have already lodged it with the registry. Alternatively, attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: This form must be signed by a Director jointly with either another Director or a Company Secretary. Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. **Please indicate the office held by signing in the appropriate place.**

Payment for Securities bought back

EP1 expects to despatch payments for Shares bought back by Tuesday, 17 December 2024.

EP1 will send you a cheque for your Buy-Back proceeds (if any), unless you have a valid direct credit authority in place before 5.00pm on Monday, 16 December 2024.

If you have an existing direct credit authority for the payment of dividends, by submitting this Off-Market Buy-Back Withdrawal/Amendment Form you authorise EP1 to pay your Buy-Back proceeds (if any) into your nominated account.

If you do not currently have a direct credit authority in place for the receipt of dividends, or if you wish to receive your Buy-Back proceeds by direct credit to a new or different bank account, you must complete and submit a new direct credit authority form which you can obtain from Boardroom Pty Limited by calling 1300 737 760 or visiting their website www.investorserve.com.au. Your new direct credit authority must be received by Boardroom Pty Limited before Monday, 16 December 2024.

Please note that if you choose to complete a new direct credit authority form, your nominated bank account details in that form will be used for the payment of the Buy-Back proceeds and will be taken to be your nominated bank account for future payments (including dividends) by EP1 to you.

Submitting your Buy-Back Withdrawal/Amendment Form

Send your completed and signed Buy-Back Withdrawal/Amendment Form (if mailing in Australia, use the reply paid envelope) so that your Buy-Back Withdrawal/Amendment Form is received by no later than 7.00pm Melbourne time on Wednesday, 11 December 2024

By Mail

EP1 Buy-Back
c/- Boardroom Pty Limited
GPO Box 3993
Sydney NSW 2001

Hand delivery (business hours only)

EP1 Buy-Back
c/- Boardroom Pty Limited
Level 8, 210 George Street
Sydney NSW 2000

ALTERNATIVELY, if you are Broker Sponsored you may submit this form to your controlling participant

This is an important document and requires your immediate attention, If you are in any doubt about how to deal with it, please consult your financial or other professional adviser. For further information, call the Boardroom Pty Limited on 02 9290 9600.

Privacy Statement

Boardroom Pty Limited advises that Chapter 2C of the *Corporations Act 2001* (Cth) requires information about you as a Securityholder (including your name, address and details of the Securities you hold) to be included in the public register of the entity in which you hold Securities. Information is collected to administer your Security holding and if some or all of the information is not collected then it might not be possible to administer your Security holding. Your personal information may be disclosed to the entity in which you hold Securities. You can obtain access to your personal information by contacting us at the address or telephone number shown on the Application Form. Our privacy policy is available on our website (<https://www.boardroomlimited.com.au/corp/privacy-policy/>).