THE FRANK GROUP

EtA Forum Spin the Wheel

Part A: Activation overview

A.1 Event details

ETA FORUM SYDNEY 2026 | 21st and 22nd October 2026 | MCA Sydney

The Spin the Wheel activation runs at The Frank Group stand on Day 1 of the Forum only.

A.2 What's on offer

- Low and mid-value prizes: one awarded on every spin while stocks last (clause B.2).
- The Major Jackpot Prize: one prize, entry automatic for every attendee who registers and spins, with the winner's name drawn at random (clause B.5 and Part C).

A.3 How attendees enter

Attendees complete registration details at a landing page, then show a Frank Group team member for their turn to spin. One spin per person per event. Full conditions are at Parts B and C, which prevail over this overview.

Part B: Spin the Wheel (general terms and conditions)

These terms cover two separate trade promotions run by the Promoter at the EtA Forum: the Wheel Promotion (this Part B) and the Promotion for the Major Jackpot Prize (Part C). Capitalised terms are defined in clause C.2 and elsewhere in these terms.

Clauses C.1, C.4, C.15 and C.16 apply to both promotions.

By registering or spinning, an entrant accepts these terms.

B.1 Entry conditions

B.1.1 One spin per person / event attendee.

B.1.2 To enter, the attendee must complete the registration details at the landing page. Once completed, they show a member of the Frank Group team for their turn to spin.

B.1.3 Spins are available on Day 1 of the Forum (21/10/2026) only, during the Promotional Period in clause C.3. No spins by proxy or on behalf of another attendee.

B.2 Low and mid-value prizes

Every valid spin wins one of the following prizes, determined by where the wheel stops. The prize is handed to the entrant at the stand immediately after the spin:

- 1 of 50 Frank Green drink bottles, valued at $64.50 each;

- 1 of 50 pairs of custom branded socks, valued at $16.50 each;
- 1 of 100 custom branded notebooks, valued at $10.50 each;
- 1 goodie bag containing a Frank Green drink bottle, one pair of custom branded socks, one custom branded notebook, and one ticket to the 2027 Acquirers Workshop hosted by the Frank Group, valued at $591.50.

All values are retail values including GST. The total value of the Wheel Promotion prizes is $5,691.50. When all stock of a prize has been awarded, its segments are removed from the wheel. If all prizes have been awarded, attendees may still spin to complete their entry into the Major Jackpot Prize draw, but no Wheel Promotion prize is awarded. No bonus prizes are offered.

B.3 Prize substitution (general)

Prizes are non-transferable and have no cash equivalent unless stated otherwise. If a listed prize becomes unavailable because of unforeseeable or other special circumstances, the Promoter may substitute a similar prize of equal or greater value. Substitution of the Major Jackpot Prize is dealt with in clause C.6.3.

B.4 Consent to contact

By registering, an entrant consents to being contacted by the Promoter and the other Benefiting Businesses about either promotion, any prize and their services. Entrants can unsubscribe from marketing at any time.

B.5 Jackpot prize entry

Every attendee who submits their registration details and completes a spin is automatically entered into the draw for the Major Jackpot Prize. The Winner is determined by a random draw of one entrant's name under clause C.8; no wheel segment awards the Major Jackpot Prize. An entrant may win one Wheel Promotion prize and may also win the Major Jackpot Prize. The full terms of the Major Jackpot Prize are set out in Part C, which governs in the event of any inconsistency with this clause.

B.6 No advice

No advice given as part of a prize session constitutes financial, legal, or tax advice on which the attendee may rely without a formal engagement letter.

B.7 Liability

Subject to clause C.15.1, the Promoter and the other Benefiting Businesses are not liable for any decision made, deal pursued, or loss incurred based on a prize session or resource provided in connection with either promotion.

B.8 Right to amend

The Promoter may withdraw or amend these terms before the Promotional Period begins by publishing the amended terms at the location in clause B.9. Any substantial change to Part C will also be notified to NSW Fair Trading. Once spinning has started for the day, the prize tiers on offer will not be changed.

B.9 Where to find these terms

These terms are available at thefrankgroup.com.au/etaforum and at The Frank Group stand during the Forum, and from the Promoter on request.

Part C: Major Jackpot Prize (competition terms and conditions)

This Part sets out the terms of the Promotion for the Major Jackpot Prize. It prevails over Part B to the extent of any inconsistency.

C.1 The Promoter

The promoter of this trade promotion is Frank Law Pty Ltd, ACN 602 869 376, of Level 10/80 George Street Parramatta, NSW 2150 ("Promoter", "we", "us", "Frank Law"). The Promotion and the Wheel Promotion are conducted for the benefit of the Promoter and Frank Advisory Pty Ltd ACN 659 178 882 (each a "Benefiting Business", together the "Benefiting Businesses"). Enquiries about this Promotion may be directed to Tamara Brcic at tbrcic@franklaw.com.au.

C.2 Definitions

- "Promotion" means the EtA Forum Major Jackpot Prize trade promotion lottery described in Part C.
- "EtA Forum" means the EtA Forum Sydney 2026 held at MCA Sydney on 21/10/2026 and 22/10/2026.
- "Winner" means the entrant determined in accordance with clause C.8 to have won the Major Jackpot Prize.
- "Enterprise Value" or "EV" means the total consideration for the target on a cash and debt free basis, including any deferred consideration and any earn-out at its maximum achievable value, plus any debt assumed or repaid at completion.
- "FDD" means financial due diligence and "LDD" means legal due diligence.
- "SPA" means a share purchase agreement and "BSA" means a business or asset sale agreement.
- "Major Jackpot Prize" or "Prize" means the prize described in clause C.6.
- "Regulation" means the Community Gaming Regulation 2020 (NSW).
- "Wheel Promotion" means the Spin the Wheel trade promotion described in Part B.

C.3 Promotional Period

The Promotion opens at 08:00 AEDT on 21/10/2026 and entries close at 15:00 AEDT on 21/10/2026 (the "Promotional Period"). No entries are accepted after entries close.

C.4 Eligibility

C.4.1 Entry is open to natural persons aged 18 years or over who are registered to and attend the EtA Forum during the Promotional Period and enter in accordance with clause B.1.

C.4.2 Directors, officers, partners and employees of each Benefiting Business, their immediate families (spouse, de facto partner, parent, child and sibling), any other person involved in the management of a Benefiting Business, and any person

involved in conducting either promotion or determining a winner (including the independent scrutineer), are not eligible to enter.

C.4.3 Each person may enter once. Duplicate registrations count as one entry.

C.5 How to enter

Entry is via the registration and spin process set out in clause B.1. No purchase of any Frank Group product or service is required to enter or win.

C.6 The Prize

The Major Jackpot Prize is: “Your next deal, on us”, being the professional fees of Frank Law and Frank Advisory for one buy-side business acquisition, covering deal structuring, financial due diligence, legal due diligence, one transaction document and pre-completion work, as described in Schedules C1 and C3, excluding the work listed in Schedule C2, and subject to the conditions in clause C.10.

C.6.1 There is one Major Jackpot Prize available to be won during the Promotional Period. No bonus prizes will be awarded.

C.6.2 The Major Jackpot Prize is not exchangeable, transferable or redeemable for cash or credit, except that it may be used by one acquisition vehicle the Winner controls under clause C.10.8.

C.6.3 The Promoter will not substitute the Major Jackpot Prize except in accordance with clause 44 of the Regulation. Because the Prize is valued at more than $100,000, any substitute prize will be notified to entrants in writing before the draw.

C.7 Prize value

The Major Jackpot Prize has an estimated maximum value of $160,000 (including GST), being Frank Law and Frank Advisory’s standard professional fees for services of the scope and limits described in Schedules C1 and C3, assuming a transaction at the maximum permitted Enterprise Value of $10,000,000. Actual value will vary depending on the complexity of the Winner's transaction and cannot be guaranteed. The Prize does not include disbursements, search fees, government charges, tax costs, counsel fees or foreign law input, which are payable by the Winner.

C.8 The draw

C.8.1 The Major Jackpot Prize is determined by a random draw, a game of chance. The name of one entrant is drawn at random from all valid entries received during the Promotional Period. There is no judging and no element of skill in determining the Winner.

C.8.2 Each valid entry has an equal chance of being drawn. The odds of any one entrant winning the Major Jackpot Prize are one in the total number of valid entries received during the Promotional Period.

C.8.3 The spin of the promotional wheel determines the low and mid-value prizes under clause B.2 only. No wheel segment awards the Major Jackpot Prize, and the outcome of a spin has no bearing on the Major Jackpot Prize other than to complete a valid entry into the draw under clause B.1.

C.8.4 The draw takes place at approximately: 15:30 AEDT on Wednesday 21/10/2026 at The Frank Group stand at the EtA Forum, MCA Sydney. The Winner is drawn by hand

from a hat containing the names of all valid entrants, in the presence and under the supervision of a person independent of the Promoter and the Benefiting Businesses.

C.9 Winner notification and publicity

C.9.1 The Winner is notified verbally at the time of the draw if present, and in all cases in writing to the contact details provided at entry within 2 business days of the draw. The Winner's name will be announced at the stand at the time of the draw and published at https://www.linkedin.com/company/the-frank-group by 22 October 2026.

C.9.2 By entering, each entrant agrees that, if they win, their name, business name and suburb may be published under clause C.9.1. Any further publicity (for example, a photo or a short mention on Frank Group's website or social media) requires the Winner's consent.

C.10 Eligibility and gating conditions for the Prize

The following conditions apply to the Major Jackpot Prize in addition to the general conditions above.

C.10.1 One transaction. The Prize covers a single buy-side acquisition, with the target nominated by the Winner in writing before any work starts.

C.10.2 Replacement transaction. Where the nominated transaction fails to proceed beyond FDD or LDD, the Winner is entitled to one further transaction in replacement. That right is exercisable once. Work performed on the failed transaction is not credited to the replacement transaction.

C.10.3 Deal size cap. Enterprise Value must not exceed $10,000,000. Enterprise Value is tested when the target is nominated and again at signing. If it exceeds $10,000,000 at signing, the Prize is limited to the work performed to that point and the balance is charged at standard rates under a separate engagement.

C.10.4 Exclusions. Capital raising of any kind (i.e. debt and equity capital) is excluded, and no financing document of any kind is within scope of the Prize (see also Schedule C2).

C.10.5 Conditional on engagement. The Prize is conditional on the Winner signing Frank Law's engagement agreement and costs disclosure, on a conflict check clearing across Frank Advisory, Frank Law and Frank Capital, and on satisfactory client identity and AML/CTF verification.

C.10.6 Claim period. The Prize must be claimed by 5:00pm AEDT on 21/04/2027 (the “Claim Deadline”) by signing the engagement agreement referred to in clause C.10.5. If it is not, the Prize is forfeited and clause C.11 applies.

C.10.7 Lapse. The Prize lapses if the primary transaction document is not signed within six months of the engagement agreement, or if completion does not occur within nine months. Extensions are by written agreement only. A file reactivated after 60 days of inactivity is treated as a new instruction and quoted at standard rates.

C.10.8 Not transferable. The Prize is personal to the Winner and one acquisition vehicle the Winner controls, named at nomination. It is not assignable, not transferable to any other person, and not redeemable for cash or credit.

C.10.9 Costs the Winner bears. The Prize covers Frank Law and Frank Advisory professional fees only. Disbursements, search fees, government charges, taxes, counsel fees and any foreign law input are payable by the Winner. The Prize does not cover any charges or fees by third parties.

C.11 Unclaimed prize and redraw

C.11.1 If the Winner does not claim the Prize by the Claim Deadline, cannot be contacted after all reasonable inquiries, or does not satisfy the conditions in clause C.10.5, the Winner forfeits the Prize. The Promoter will redraw the Prize at 11:00 AEST on 22/04/2027 at Level 10/80 George Street, Parramatta NSW 2150 from the remaining valid entries, under the supervision required by clause C.8.4.

C.11.2 A redrawn winner will be notified in writing within 2 business days of the redraw and must claim the Prize within one month of notification. Any further redraw takes place on the same basis at 11:00 AEST on the first business day after the previous claim period ends. The result of each redraw, including if no winner is found, will be published at the location in clause C.9.1.

C.12 Schedule C1: scope of the Major Jackpot Prize (legal services)

The following describes, in full, the legal work included in and excluded from the Prize. This is the operative scope for the engagement agreement referred to in clause C.10.5.

A. Legal due diligence (red flags): qualifications and allowances

- Review is limited to documents uploaded to the data room, or otherwise provided in writing, by a cut-off date agreed with the Winner. Documents provided after that date are reviewed only if capacity permits.
- Review and report on the target's standard form customer and supplier contracts. Where the target has contracted other than on standard terms, review is limited to the non-standard contracts for the three largest customers by revenue and three largest suppliers by spend; all other non-standard contracts are excluded.
- Review and report on template employment agreements (permanent and casual) and the template independent contractor agreement, together with the individual employment terms of up to five key employees nominated by the Winner. Award coverage, classification, entitlement and superannuation audits, and underpayment exposure assessments, are excluded (an obvious risk of this kind will be flagged without being quantified).
- Review and report on up to two leases of premises material to the business, excluding negotiation with any landlord, consents or assignments, and title, planning and zoning due diligence.
- IP review limited to registered rights on IP Australia registers and any material licence in or out; no freedom to operate, infringement, validity or ownership opinions.
- Review and report on the currency and scope of insurances only; no advice on adequacy, appropriateness or commercial suitability of cover.
- Corporate review covers the target's constitution, share register, ASIC records, shareholder arrangements and minute books to the extent provided; no historical corporate reconstruction, rectification or ASIC remediation work.
- Litigation review limited to disputes disclosed or revealed by search; no assessment of merits, prospects or quantum.
- Regulatory review limited to identifying material licences, permits and accreditations required and confirming whether held and current from documents provided; substantive regulatory advice, applications, transfers and compliance audits excluded.

- Searches: ASIC, IP Australia, PPSR, and court searches in the High Court, Federal Court and the Supreme Court of each jurisdiction in which the target operates. Search fees are disbursements payable by the Winner.
- Reporting: one written red flags report addressed to the Winner, plus one meeting of up to 90 minutes. No full-form report, data room index, document-by-document summary, second report, updated report, or bring-down review at completion.
- The report is for the Winner's use only and may not be disclosed to, addressed to, or relied on by any other person, including any financier or co-investor. Reliance letters and legal opinions are excluded.
- The review is a legal review only; no financial, tax, accounting, commercial, operational, environmental, technical, cyber, IT or ESG due diligence, and no valuation or commercial assessment. Limited to NSW and Commonwealth law; foreign law documents and questions are excluded.

B. Transaction documents: scope and revisions

- One primary document only: an SPA or a BSA, elected by the Winner in writing before drafting starts. No ancillary or secondary documents (see Schedule C2 for the excluded list).
- Drafting includes the first draft plus up to four rounds of revision (five versions of the document in total). A revision is one consolidated set of comments, instructions or mark-ups from the Winner or the counterparty (or both) and Frank Law's turn of the document in response. The first draft is not a revision. Mark-ups received from more than one source within two business days are treated as one revision. A further set of comments received after the document has been turned is a new revision, however short. Correcting Frank Law's own error, or answering a question that does not change the document, is not a revision.
- A material change in deal structure, parties or consideration mechanism (for example, converting from a share sale to an asset sale, inserting a new acquisition vehicle, adding an earn-out or equity rollover, or changing the selling entities) ends the drafting scope; further drafting is quoted before it is performed. Revisions beyond four rounds are quoted at standard rates and are not absorbed.
- Adviser-to-adviser negotiation on the primary document is capped at three calls and one negotiation meeting. Additional calls or meetings are quoted in advance. The standard “all correspondence between advisers is included” wording used in Frank Law's commercial quotes does not apply to this Prize.
- Disclosure letter: included is one review of the seller's disclosure letter and disclosure materials against the warranty schedule, and one mark-up. Excluded: further rounds on the disclosure letter, advice on individual disclosures beyond flagging them, and diligence undertaken to test a disclosure.

C. Pre-completion and completion

- Preparing and maintaining the completion checklist and completion agenda.
- Preparing conditions precedent satisfaction and waiver letters.
- Preparing buy-side completion resolutions and consents required by the SPA or BSA.
- Reviewing sell-side completion deliverables against the SPA or BSA and settling them for execution.
- Coordinating and attending electronic completion.

- Post-completion ASIC lodgements for the acquiring entity arising directly from the transaction.
- Administrative completion work only. Excludes standalone deeds, deeds of novation, change of control/landlord/financier consents, financial assistance (whitewash) documents, any regulatory approval process (including FIRB, ACCC and licence transfers), and stamp duty and land tax advice, lodgement and assessment management. Scope ends at completion; no post-completion or integration work.

C.13 Schedule C2: excluded documents and work

The following are outside the legal limb of the Prize. If the Winner wants any of them, they are scoped and quoted separately before work starts. This list is illustrative, not exhaustive.

- Shareholders agreement, unitholders agreement, joint venture agreement or partnership deed.
- Constitution, replacement constitution, new share class terms, or trust deed amendment or vesting.
- Employment agreements, consultancy agreements, contractor agreements and transitional services agreements.
- Restraint deeds, deeds of release, deeds of novation, deeds of assignment and escrow or retention deeds.
- Vendor finance documents, security documents, guarantees and PPSR registrations.
- Change of control consents, financier consents, landlord consents, lease assignments, new leases and licence transfers.
- Financial assistance (whitewash) documentation and share buy-back or capital reduction documents.
- Employee share or option plans and incentive documentation.
- Intellectual property assignments, licences and domain or trade mark transfers.
- Regulatory approvals and applications, including FIRB, ACCC, industry licensing and accreditation transfers (for example NDIS, health, liquor, building and financial services).
- Stamp duty and land tax advice, lodgement and assessment management.
- Tax structuring advice, ATO rulings and tax opinions.
- Warranty and indemnity insurance broker liaison, underwriting responses and policy review.
- Reliance letters, legal opinions and any document addressed to or relied on by a third party.
- Debt raising, capital raising, equity capital and any financing document.
- Disputes, warranty claims, earn-out disputes, post-completion adjustments and integration work.

C.14 Schedule C3: scope of the Major Jackpot Prize (advisory services)

The following describes, in full, the advisory work included in and excluded from the Prize. This is the operative scope for the engagement agreement referred to in clause C.10.5.

A. Deal Structuring

- Review of pre-diligence documents provided by the Winner.

- Assistance in structuring the acquisition with the Winner.
- Drafting of offer documents including Non-Binding Indicative Offer Letters and Term Sheets.
- Negotiating offer documents.
- Meeting with the Winner, other advisers and the vendor over the phone or via Teams.

B. Financial due diligence (red flags): qualifications and allowances

- Review is limited to documents uploaded to the data room, or otherwise provided in writing, by a cut-off date agreed with the Winner. Documents provided after that date are reviewed only if capacity permits.
- Preparation of Financial Due Diligence (FDD) Request for Information.
- Liaising with sell-side advisors regarding FDD.
- Review, Preparation and Advising on FDD Report (Red Flags Report).
- Presenting the Red Flags Report to the Winner.
- If required:
  - Working Capital Analysis and Peg
  - Cashflow Forecast
- Adviser-to-adviser correspondence and liaison on the FDD (including with sell-side advisers) is capped at three calls and one meeting. Additional calls or meetings are quoted in advance. The standard “all correspondence between advisers is included” wording used in Frank Advisory's commercial quotes does not apply to this Prize.
- Financial Due Diligence Qualifications:
  - Qualification of Source Data & Financial Information
    - Compare financial statements to source documents and obtain reconciliations for any differences (e.g. BAS vs revenue for the period)
    - Obtain accounting policies for key profit & loss / balance sheet items and assess whether they are consistent with the relevant accounting standards
    - Obtain financial and operational reports and discuss the preparation process with responsible parties
    - Discuss internal controls and procedures with respect to cash management, contract management, operational decision making, related party transactions and other areas
  - Qualification of Earnings
    - Review proforma adjusted EBITDA
      - Summarise potential adjustments regarding the profit and loss performance in the form of a quality of earnings analysis, summarizing the risks that may impact EBITDA
    - Understand key business drivers
      - Revenue analysis by service / customer
      - Gross margin analysis by service
      - Trend analysis of monthly operating expenses
      - Discuss reasons for movement and variances
    - Understand related party transactions
      - Understand the services currently provided by / to related parties, the method for determining the value of those services, and the cost charged for the services the Target receives / provides and communicate findings

to assist the Winner in understanding the requirements for a transitional services arrangement with the Vendor.

- Current and forecast trading performance
  - Discuss recent trends, risks, opportunities, and challenges that impact short and long-term growth or profitability and forecast to 30 June 2027.

- Qualification of cash flows
  - Analyse free cash flow trends
    - Assess operating, investing, and financing cash flow over time;
    - Assess cash flow conversion (EBITDA vs cash flow); and
    - Discuss recent trends and key drivers.
  - Assess capital expenditure
    - Assess historical and planned capital expenditures (maintenance vs growth); and
    - Assess capital expenditure budgeting process and compare historical spend vs budget.
  - Understand working capital requirements
    - Assess historical trends, movements, and lockup days for key working capital components such as inventory, receivables, accruals, and payables; and
    - Identify seasonality and other key drivers for working capital requirements.
- Qualification of net assets
  - Balance Sheet Analysis
    - Prepare trend analysis for movement in key balance sheet items;
    - Discuss with management reasons for movement in key balances; and
    - Assess recognition and measurement of key balance sheet items and risk of understatement of liabilities or overstatement of assets affecting valuation of business.
  - Analyse net debt and off-balance sheet items
    - Analyse net debt position of the Target including interest bearing liabilities, cash, and other non-operating liabilities such as taxes payable, employee provisions or related party loans (to the extent not considered working capital); and
    - Obtain a list of off-balance sheet items and/ or contingent liabilities and discuss associated risks with management.

C.15 General conditions

C.15.1 Nothing in these terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on any entrant by the Australian Consumer Law that cannot lawfully be excluded, restricted or modified.

C.15.2 If an entrant disputes the conduct of either promotion or a claim for a prize, they may contact the Promoter at the details in clause C.1. The Promoter will consider the entrant's position, including any facts or evidence they provide, and respond in writing within 10 business days. Subject to that process and any rights at law, the Promoter's decision is final.

C.15.3 The Promoter reserves the right, subject to any necessary regulatory approval, to disqualify any entrant, or to cancel, suspend or amend either promotion, if fraud,

unauthorised interference, technical failure or any other cause beyond the Promoter's reasonable control impairs the integrity of either promotion. The Promoter will notify entrants of any such change as soon as practicable.

C.15.4 These terms are governed by the law of New South Wales, and the parties submit to the exclusive jurisdiction of its courts.

C.15.5 The Promoter is not responsible for any tax payable by the Winner or its acquisition vehicle because of receiving a prize. The Winner should obtain independent tax advice.

C.16 Privacy

The Promoter collects personal information from entrants to conduct both promotions, including to contact and, if applicable, publicise the Winner, and as consented to under clause B.4. That information may also be used for the Promoter's own marketing purposes where the entrant has consented. It may be disclosed to the other Benefiting Businesses, the independent scrutineer and NSW Fair Trading where required. See the Promoter's Privacy Policy at https://www.thefrankgroup.com.au/privacy-policy for further detail, including how to access or correct information held, or to make a complaint.

Frank Advisory and Frank Law are required to collect certain personal information to comply with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth). As part of our customer due diligence obligations, we may collect information to verify your identity and meet our legal and regulatory requirements. If you do not provide the requested information, we may be unable to provide our services to you or the entity you represent. For more information about how we collect, use and disclose your personal information, please refer to our ***AML/CTF Privacy Collection Notice*** *at https://www.thefrankgroup.com.au/aml-privacy-collection-notice and* ***Privacy Policy*** *at https://www.thefrankgroup.com.au/privacy-policy.*

C.17 NSW authority

The Promotion is a trade promotion lottery for the purposes of the Community Gaming Act 2018 (NSW) and Community Gaming Regulation 2020 (NSW). Authorised under NSW Authority No. TP/05376. The Wheel Promotion has a total prize value under $10,000 and does not require an authority.