VINYL GROUP

ACCELERATED ENTITLEMENTS OFFER TO FUND ACQUISITIONS AND FAST-TRACK PROFITABILITY

December 17 2024

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Disclaimer, continued

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The Offer is not being extended, and New Shares will not be issued, to Shareholders with a registered address which is outside Australia or New Zealand.

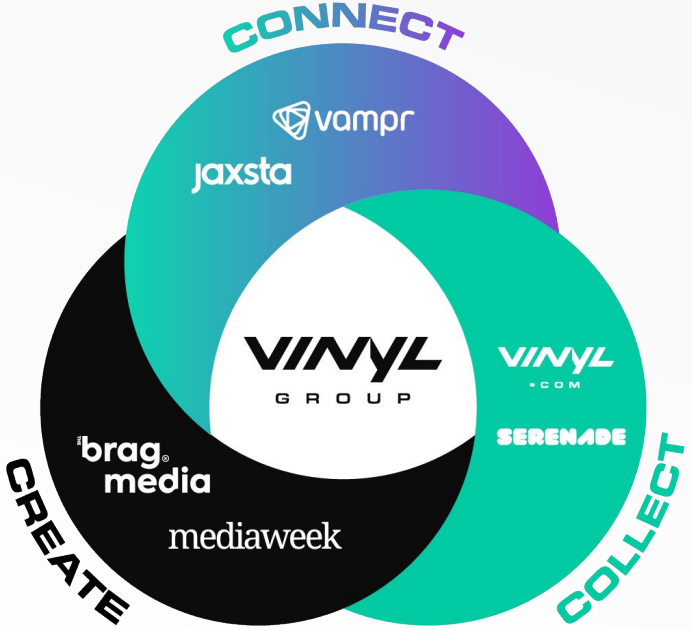
It is not practicable for the Company to comply with the securities laws of all overseas jurisdictions (other than those mentioned above) having regard to the number of overseas Shareholders, the number and value of New Shares these Shareholders would be offered and the cost of complying with regulatory requirements in each relevant jurisdiction. Accordingly, no action has been taken to permit the offer of New Shares to existing Shareholders in any jurisdiction other than Australia and New Zealand.

The New Shares are not being offered to the public within New Zealand other than to existing shareholders of the Company with registered addresses in New Zealand to whom the offer of these securities is being made in reliance on the Financial Markets Conduct (Incidental Offers) Exemption Notice 2021.

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

Our Purpose is Connection

We build tech solutions that connect music fans, creators and brands

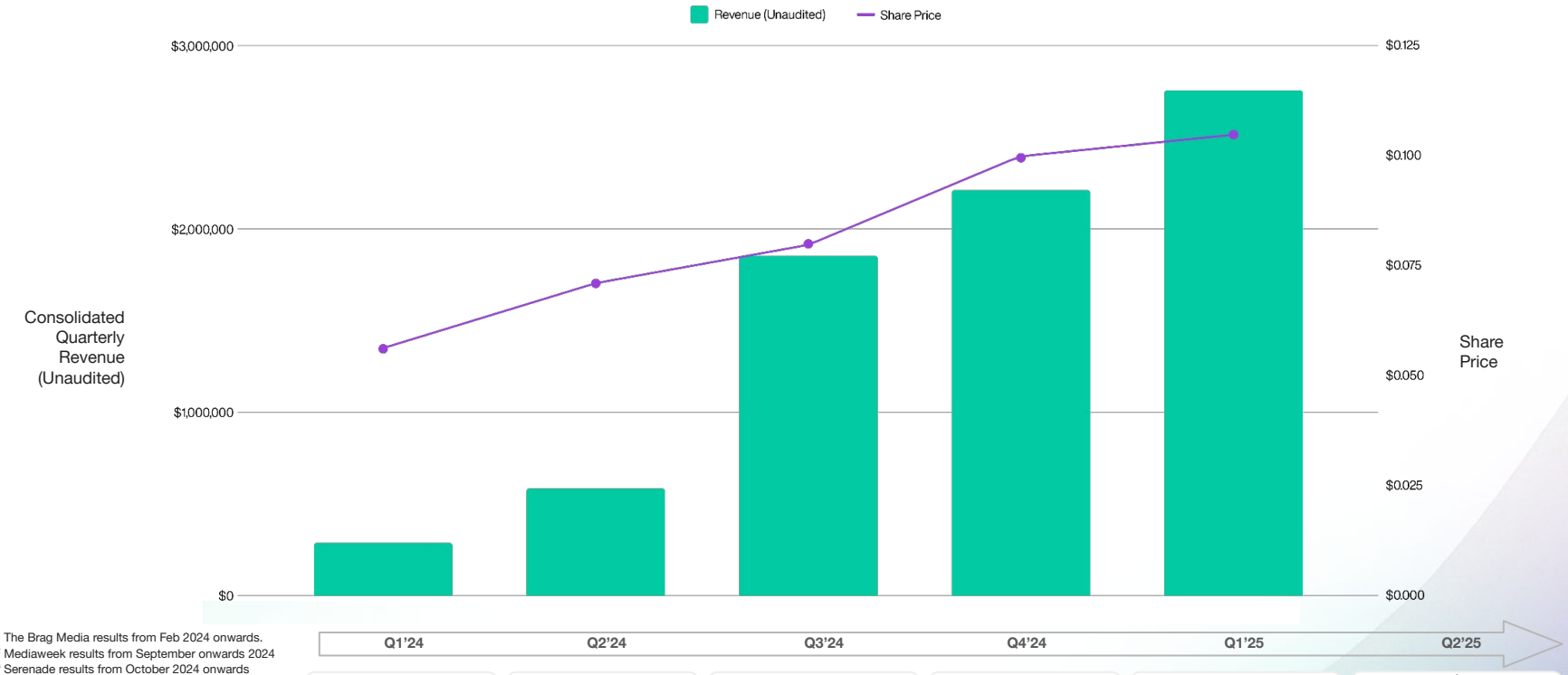


Big Hairy Audacious Goal

To connect 1000 leading brands, 100M[1] music creators and 1B[2] fans

1. Midia Research 2024 - 198M music creators by 2030 - https://routenote.com/blog/nearly-200-million-music-creators-predicted-by-2030/
2. Goldman Sachs 2024 - 1.205B+ music fans by 2030 - https://www.goldmansachs.com/pdfs/insights/pages/music-in-the-air--focus-on-monetisation,-emerging-markets-and-ai--updating-global-music-industry-forecasts-f/music-redaction.pdf

Share Price vs Quarterly Revenue (Unaudited)



[1] The Brag Media results from Feb 2024 onwards.
[2] Mediaweek results from September onwards 2024
[3] Serenade results from October 2024 onwards
[3] Funkified results will commence from December 2024 onwards

VINYL GROUP

vampr
Josh Simons appointed CEO

VINYL
Vinyl.com first Holiday Retail period

brag media
The Brag Media acquisition completed [1]

$5.4M Fully-Underwritten ANREO

mediaweek
SERENADE
Acquisitions completed [2,3]

FUNKIFIED EVENTS
Acquisition completed [4]

Concrete Playground acquisition announced for Q3'25 completion

Accelerated Entitlements Offer

$7.6M Partially Underwritten by Peloton Capital - see terms in Appendix A

Entitlement of 1 new VNL share (New Share) for every 15.5 VNL shares owned

Price of $0.10 per New Share, a 14.3% discount to 10 day VWAP

Participation confirmed by existing shareholders Realwise Group Holdings (Richard White), Songtradr, Inc. and J S Millner Holdings (Robert Millner), each taking up their full entitlements

See timetable in Appendix B

* If the proposed transaction does not proceed for an unforeseen circumstance, the Company would look to identify another acquisition target that fits its strategy

Capital structure

	On Issue as at the date of this Offer Document	To be issued under the Offer	Share to Issue for Concrete Playground	Total following the Offer
Ordinary shares	1,184,897,402	76,444,994	12,676,413	1,274,018,809
Options	196,813,572	2,000,000	0	198,813,572
Warrants	8,147,223	0	0	8,147,223
Convertible Notes	485	0	0	485
Total	1,389,858,682	78,444,994	12,676,413	1,480,980,089

Use of funds

	Amount
Proposed Acquisition: Concrete Playground*	$3,500,000
Acquisitions Completed to date in FY25 from cash reserves	$2,300,000
Working Capital	$1,476,941
Costs of the offer	($367,558)
Total	$7,276,941

Proposed Acquisition: Concrete Playground

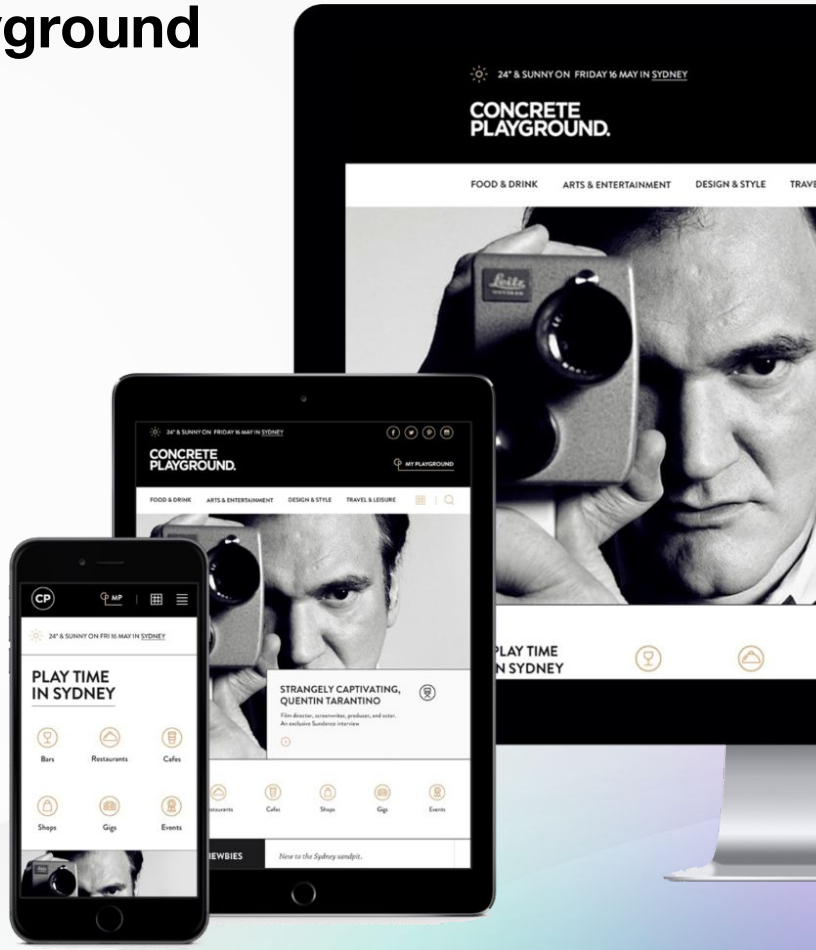
Concrete Playground, launched in 2009, is a leading digital city guide that curates the most engaging events, experiences, and trends in Sydney, Melbourne, Brisbane, Auckland, and Wellington.

Its platform complements The Brag Media's go-to-market strategy by tapping into a similar agency network, yet serving a distinct set of clients and briefs, thereby broadening Vinyl Group's commercial reach and diversification.

Concrete Playground's unaudited revenues over the past twelve months amounted to $4 million, with a pro-forma EBITDA of approximately $1.5 million upon completion. Integrated under Vinyl Group's media division, the business is expected to deliver immediate operational efficiencies across sales and operations, while bringing forward our timeline to achieving positive cash flow by six months.

Vinyl Group has entered into a binding Heads of Agreement to acquire Concrete Playground for a total consideration of $5 million, comprising $3.5 million in cash and $1.5 million in scrip.

* If the proposed transaction does not proceed for an unforeseen circumstance, the Company would look to identify another acquisition target that fits its strategy



Acquisitions Completed in FY25

mediaweek

A trusted name in the Australian media industry, Mediaweek has been the go-to source for media, agency, marketing, and thought leadership content since 1990. This **asset purchase**, which included key talent, presented a unique opportunity to fill a gap in our trade media strategy while adding a **positive profit of $350K-400K[2]** overnight. By integrating Mediaweek with our existing media business, we realise immediate cost savings, enhance our existing trade operations, and provide an additional pipeline for Funkified events.

SERENADE

NFTs meet NFC: Serenade is a cutting-edge web3 music technology platform that has pioneered content-rich music products and experiences. Serenade is at the forefront of the rapidly growing **digital collectibles market** signing partnerships with over 200 global artists and more than 100 record labels. The deferred scrip compensation incentivises the team to become profitable by end FY25, whilst the acquisition will allow Vinyl.com to introduce exclusive artist products, enhance e-commerce capabilities, expand into the UK, and drive significant cross-sell opportunities across Vinyl Group.

Funkified Entertainment

Founded in 2009, Funkified Entertainment is a premier events and brand activations business, with a stellar reputation and a robust client base. As the in-house events arm of The Brag Media since 2021, Funkified has consistently delivered strong financial performance, with **$4.03 million in revenue** and **$430K profit in FY24[1]**. Integrating Funkified into Vinyl Group and rolling it into **Brag Events** has consolidated our event operations while providing new revenue opportunities through cross-promotion and internal client referrals.

COMBINED REVENUES OF COMPLETED ACQUISITIONS = $7M[1]
COMBINED POSITIVE CASHFLOW IMPACT = ~$1M[2]

[1] Based on unaudited information of the acquisitions based on their FY2024 run rates
[2] Proforma impact based on their proforma run rates plus changes as part of integrating into Vinyl Group for FY2025.

NFT - Non Fungible Token, NFC - Near Field Communication

Leadership Team



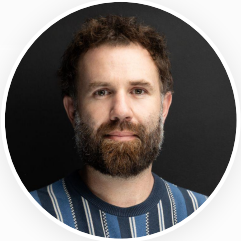
Josh Simons
CEO



Jorge Nigaglioni
CFO



Jessica Hunter
Head of The Brag Media



Joel King
Brag COO

Aligned, focused and driven



Alli Galloway
CMO



Jessy Trengove
CPO



Chris Lowe
Tech Director

VINYL GROUP

The Board



Linda Jenkinson
Non-Exec Chair
First woman to list company on NASDAQ



Ken Gaunt
NED
Serial entrepreneur and Top 10 shareholder



Ben Katovsky
NED
CEO Hipgnosis Song Management



Steve Gledden
NED
Managing Partner of Straight Bat Private Equity



Josh Simons
Exec Director
CEO Vinyl Group and Founder of Vampr



Jorge Nigaglioni
Company Secretary
CFO Vinyl Group
30+ year experience

Top 10 Shareholders as of December 10 2024

Holder Name*	Holding	% IC
REALWISE GROUP HOLDINGS PL	441,311,908	37.24%
SONGTRADR INC	207,951,257	17.55%
BNP PARIBAS NOMINEES PTY LTD	55,504,803	4.68%
RUSCOL PTY LTD	26,117,172	2.20%
WILTSHIRE MEDIA PTY LTD	25,122,000	2.12%
GUILDFORD HOLDINGS (AUST) PL	24,502,514	2.07%
GE EQUITY INVESTMENTS PTY LTD	23,175,000	1.96%
RZN8 CAPITAL LLC	17,519,104	1.48%
BLAZZED PTY LTD	15,887,847	1.34%
J S MILLNER HOLDINGS PTY LTD	10,394,975	0.88%

Tightly held, with T10 holding ~72%

SHARE REGISTRY:
Automic Registry Services
Level 5, 126 Phillip Street, Sydney, NSW, 2000

* Includes related holdings

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Thank you

For more information please contact investors@vinyl.group

ASX: VNL
11 Wilson St, South Yarra, VIC, 3141

https://vinyl.group

> *"We forecast music revenue to more than double to about $131 billion by 2030."*
>
> ***Goldman Sachs**, May 2024*

Awards this calendar year:

VINYL GROUP

MusicWeek AWARDS 2024 FINALIST

AUSTRALIAN YOUNG ENTREPRENEUR OF THE YEAR 2024 WINNER! DIGITAL DISRUPTOR

WOMEN LEADING TECH 2024 AWARDS

Mumbrella AWARDS

Appendix A - Summary of Underwriting Agreement Terms

Lead Manager Fee	2% of proceeds raised under the offer
Underwriting Fee	4% of the proceeds raised under the offer, Funds Placed excluding any proceeds raised under the except precommitments
Options	Peloton will be issued with 2 million options exercisable at the rights issue price with a two year expiry date
Termination	The Underwriting Agreement can be terminated by the Underwriter without cost or liability to itself, by written notice to the Company, if any of the events in the following pages occurs at any time from the date of this Agreement until on or before 5.00 p.m. on the Settlement Date or at any other time as specified in the conditions. Any event marked with an asterisk (*) occurs, the Underwriter may not Terminate unless it has reasonable grounds to believe that the event: (a) has or is likely to have a Materially Adverse Effect on: (i) the success, settlement or marketing of the Offer (or any aspect of it), the price at which the Offer Shares are likely to trade on the ASX or on the ability of the Underwriter to market or promote or settle the Offer (or any aspect of it); or (ii) the willingness of investors to subscribe for the Offer Shares; (b) will, or is likely to, give rise to a liability of the Underwriter or its Affiliates under, or give rise to, or result in, a contravention by the Underwriter or its Affiliates or the Underwriter or its Affiliates being involved in a contravention of, any applicable law; or (c) has resulted in or may result in a material change in the financial position, performance or prospects of the Group from that which existed as at the date of this Agreement, other than as disclosed to ASX prior to the date of this Agreement.

Appendix A - Summary of Underwriting Agreement Terms, continued

1. **Material Financing Arrangements**:
   a. any Material Financing Arrangement is:
      i. terminated (or becomes capable of being terminated by a party), rescinded or repudiated or rendered void, illegal or otherwise unenforceable;
      ii. breached in a manner which has a Material Adverse Effect;
      iii. amended, modified or varied in a manner which has a Material Adverse Effect; or
      iv. subject to delay (including the receipt of funds into a trust or similar account by the Company) in a manner which has a Material Adverse Effect on the success, marketing or settlement of the Offer,

   in any case, without the prior written consent of the Underwriter; or
   b. a condition precedent in any Material Financing Arrangement (in the reasonable opinion of the Underwriter) becomes or is likely to become incapable of being satisfied and as a result of which it becomes capable of being terminated by a party;
2. **Offer Materials**: a statement contained in the Offer Materials is or becomes misleading or deceptive (including by omission) or likely to mislead or deceive, or the Offer Materials omit any information they are required to contain (having regard to section 708A of the Corporations Act and any other applicable requirements), or the issue or distribution of any of the Offer Materials, or the conduct of the Offer, is misleading or deceptive or likely to mislead to deceive;
3. **Corrective Statement**: in the reasonable opinion of the Underwriter, the Cleansing Notice is Defective or an obligation arises on the Company to give ASX notice in accordance with sections 708AA(10) or 708AA(12) (as included in the Corporations Act by ASIC Corporations (Non-Traditional Rights Issues) Instrument 2016/84);
4. **Amendments**: the Company amends any of the Offer Materials without the prior written consent of the Underwriter;
5. **Regulatory Action**: any Government Agency commences, or gives notice of an intention to commence, any action, investigation, enquiry, proceedings or hearing in relation to the Company, the Offer or the Offer Materials or prosecutes or commences proceedings against, or gives notice of an intention to prosecute or commence proceedings against, the Company, including under Part 9.5 of the Corporations Act and Part 3 of the Australian Securities and Investments Commission Act 2001 (Cth);

Appendix A - Summary of Underwriting Agreement Terms, continued

6. **Delisting**: ASX announces that the Company will be removed from the official list or that the Shares will be:
    a. removed from official quotation; or
    b. suspended from quotation by ASX for two or more than two Trading Days for any reason other than a trading halt in connection with the Offer;
7. **Quotation**: approval (subject only to customary conditions) is refused or not granted to the official quotation of all the Offer Shares on ASX, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld;
8. **Delay**: any event specified in the Timetable which is scheduled to occur:
    a. on or prior to the Institutional Allotment Date, is delayed for one or more Business Day without the prior written approval of the Underwriter; or
    b. after the Institutional Allotment Date, is delayed for two or more Business Days without the prior written approval of the Underwriter;
9. **Withdrawal**: the Company withdraws the Offer, or indicates in writing to the Underwriter that it does not intend to, or is unable to proceed with, the Offer;
10. **Unable to Issue Offer Shares**: the Company is prevented from allotting and issuing the Offer Shares within the times required by the Timetable (as amended or varied pursuant to clause 4.1(b)), the ASX Listing Rules, applicable laws, an order of a court of competent jurisdiction or a Government Agency;
11. **No Certificate**: any Certificate which is required to be furnished by the Company under this Agreement is not furnished when required;
12. **Condition**: a condition precedent in clause 3 is not satisfied or waived by the Underwriter by the time required in that clause;
13. ***Certificate Incorrect**: a statement in any Certificate is false, misleading, deceptive, untrue or incorrect;
14. ***Representations and Warranties**: a representation, warranty or undertaking or obligation contained in this Agreement on the part of the Company is breached or is or becomes misleading or deceptive or not true or correct;
15. ***Breach**: the Company fails to perform or observe any of its obligations under this Agreement;

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Appendix A - Summary of Underwriting Agreement Terms, continued

16. ***Information**: any information supplied (including any information supplied prior to the date of this Agreement) by or on behalf of the Company to the Underwriter for the purposes of the Due Diligence Investigations, the Offer Materials or the Offer, is or becomes false, misleading or deceptive or is likely to mislead or deceive (including by omission);
17. **Insolvency**:
    a. the Company is Insolvent, or there is an act or omission, or circumstance that arises, which is likely to result in the Company becoming Insolvent; or
    b. *a Group Member (other than the Company) is Insolvent, or there is an act or omission, or circumstance that arises, which is likely to result in a Group Member (other than the Company) becoming Insolvent;
18. ***Adverse Change**: any adverse change, or an event that is likely to result in an adverse change, occurs in the assets, liabilities, financial position or performance, profits, losses or prospects of the Company and the Group (insofar as the position in relation to an entity in the Group affects the overall position of the Company) from those respectively disclosed in any Offer Materials, or as most recently disclosed to ASX by the Company prior to the date of this Agreement;
19. ***New Circumstance:** a new circumstance arises which is a matter adverse to investors in Offer Shares and which would have been required by the Corporations Act to be included in the Offer Materials had the new circumstance arisen before the Offer Materials were given to ASX;
20. **ASIC Determination**: ASIC makes a determination, exemption or order which would prevent the Company from making the Offer under sections 708A or 708AA of the Corporations Act, including a determination under section 708A(2) or 708AA(3) of the Corporations Act;
21. **Contravention of Law**: either:
    a. *the Company contravenes any provision of the Corporations Act, its Constitution, any of the ASX Listing Rules or any other applicable law;
    b. any of the Offer Materials or any aspect of the Offer does not comply with the Corporations Act or the ASX Listing Rules, the ASX Waivers or ASIC Modifications (if any) or any other applicable law; or
    c. approval for any ASX Waivers or ASIC Modifications is withdrawn or is varied in a way that, in the reasonable opinion of the Underwriter, would have a material adverse effect on the success of the Offer;

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Appendix A - Summary of Underwriting Agreement Terms, continued

22. **Fraud**: the Company, any of its Directors or the Chief Executive Officer or Chief Financial Officer of the Company is charged in relation to any fraudulent conduct or activity whether or not in connection with the Offer;
23. Prosecution or Investigations: any of the following occur:
    a. a Director or Senior Executive is charged with an indictable offence;
    b. any Government Agency charges or commences any court proceedings or public action against the Company or any of its Directors in their capacity as a Director of the Company, or announces that it intends to take action, or commences or gives notice of an intention to commence a hearing or investigation into the Company; or
    c. any Director is disqualified from managing a corporation under Part 2D.6 of the Corporations Act;
24. **Change in Management or Board**: resignation or termination of a Senior Executive occurs or there is a change in the membership of the board of Directors of the Company;
25. *__Change in Law__: there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any State or Territory of Australia a new law or regulation, or the Reserve Bank of Australia, or any Commonwealth or State authority (including ASIC), adopts or announces a proposal to adopt a new policy (other than a law, regulation, or policy which has been announced prior to the date of this Agreement);

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Appendix A - Summary of Underwriting Agreement Terms, continued

26. **Market Disruption**:
    a. trading of all securities quoted on ASX, the London Stock Exchange, the Hong Kong Stock Exchange, the New York Stock Exchange, the NASDAQ or the Toronto Stock Exchange is suspended or limited in a material respect for at least one day;
    b. *a general moratorium on commercial banking activities in Australia, the United States, the United Kingdom, a member state of the European Union (excluding 2004 onwards), Hong Kong or Singapore is declared by the relevant central banking authority in any of those countries or there is a disruption in commercial banking or security settlement or clearance services in any of those countries;
    c. *any of the following occurs:
        i. hostilities not presently existing commence (whether war has been declared or not) or a major escalation in existing hostilities occurs (whether war has been declared or not) involving any one or more of Australia, the United States, United Kingdom, any member state of the European Union (excluding 2004 onwards), Singapore, Hong Kong, the People's Republic of China, Canada, Iraq, North Korea, South Korea, Taiwan or Syria, or there is a major terrorist act perpetrated on any of those countries or any diplomatic establishment of any of those countries, or a state of emergency is declared, or a material escalation of a state of emergency occurs in, or in a manner effecting, any of those countries; or
        ii. the escalation of existing hostilities in relation to the conflict:
            1. between Russia and Ukraine by way of the use of nuclear weapons, or the military of any member state of the North Atlantic Treaty Organization becomes directly involved in that conflict; or
            2. involving Israel and the Gaza region of Palestine, by way of the use of nuclear weapons, or the military of any member state of the North Atlantic Treaty Organization, Iran, Lebanon, Syria or Egypt, become directly involved in that conflict; or
    d. *any adverse change or disruption to the existing financial markets, political or economic conditions of Australia, the United States of America, United Kingdom, any member state of the European Union (excluding 2004 onwards), Singapore, Hong Kong, or the international financial markets or any development or change involving a prospective adverse change in national or international political, financial or economic conditions;

Appendix A - Summary of Underwriting Agreement Terms, continued

27. **Illegality:** there is an event, occurrence or non-occurrence after the execution of this Agreement which, in each case, is outside the Underwriter's reasonable control or which it is otherwise reasonably unable to anticipate or foresee, which makes it illegal or commercially impracticable for the Underwriter to satisfy a material obligation under this Agreement, or to market, promote or settle the offer of Offer Shares, or that causes the Underwriter to delay satisfying a material obligation under this Agreement, including:
    a. any act, statute, order, rule, regulation, directive or request of any government agency, orders of any courts, lockdowns, lock-outs, forced closures, restrictions on mobility, or interruptions or restrictions in transportation which has this impact; or
    b. any acts of God or other natural forces, civil unrest or other civil disturbance, currency restriction, embargo, action or inaction by a government agency, or any other event similar to those mentioned in this clause 11.1(aa);
28. **Market Fall**: the ASX All Ordinaries Index and/or the ASX Small Ordinaries Index and/or the Standard and Poors/ASX Emerging Companies Index as published by ASX is at any time after the date of this Agreement at a level that is 10% or more below its respective level as at market close on the Trading Day immediately prior to the date of this Agreement; and
29. **Share Price**: the Shares which trade on ASX under the ASX code of "VNL" close lower than the Offer Price for three consecutive Trading Days after the Institutional Opening Date.

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Appendix B - Timeline

Request for trading halt, announcement of the Entitlement Offer (prior to market opening), investor presentation, Appendix 3B and s708AA(2)(f) Cleansing Notice released to ASX (prior to market opening)	17 December 2024
Institutional Offer opens	Prior to noon AEST on 17 December 2024
Announcement of results of Institutional Entitlement Offer	Before resumption of trading on 19 December 2024
Trading halt lifted, notice to option holders (prior to market opening), notice to shareholders with timetable, notice to ineligible shareholders, Shares trade on 'ex' entitlement basis	19 December 2024
Record Date for determining Entitlements	5:00 pm on 19 December 2024
Settlement of Institutional Entitlement Offer, Lodgement of Appendix 2A with ASX for institutional offer shares	24 December 2024
Retail Offer Booklet sent out to Eligible Retail Shareholders, Retail Entitlement Offer opens (Open Date)	24 December 2024
Allotment of shares under Institutional Entitlement Offer	27 December 2024
Entitlement Offer closes* (Close Date) 5.00 pm (AWST)	5:00 pm on 15 January 2025
Announcement of results of Retail Entitlement Offer, Lodgement of Appendix 2A with ASX for Retail Entitlement Offer shares	21 January 2025
Issue of New Shares (and dispatch of refund payments in respect of unsuccessful applications under the Shortfall Offer)**	21 January 2025

The above timetable is indicative only and subject to change. Subject to the Listing Rules, the Directors reserve the right to vary these dates, including the Closing Date, without prior notice.

Any extension of the Closing Date will have a consequential effect on the anticipated date for issue of the New Shares.

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Appendix C - Risks

The New Shares being offered under the Entitlement Offer are considered highly speculative and carry no guarantee with respect to the payment of dividends or returns of capital. An investment in the Company is not risk free and the Directors strongly recommend that potential investors consult their professional advisers and consider the risks described below, together with information contained elsewhere in this document, before deciding whether to apply for New Shares.

General risks

A. Price of shares
B. Shareholder dilution
C. Tax law and application
D. Force majeure events
E. Accounting standards
F. Trading in Shares may not be liquid
G. General economic and financial market conditions

Risks specific to Vinyl Group's business

A. Software risks
B. Development risks
C. Future funding needs
D. Convertible Note risk
E. Commercial Data Access Agreements
F. Distribution Agreements
G. Vinyl.com License Agreemeent
H. Rolling Stone, Variety and Other Licensing Agreements
I. Computer system risk
J. Data loss, theft or corruption
K. Reputation risk
L. Contract risk
M. Integration risk
N. Technology risk
O. Events risk
P. Compliance risk

For full description see the following pages

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Appendix C - Risks, continued

Risks specific to Vinyl Group's business

(a) Software risks

Vinyl Group is reliant on the availability and quality of its software. It is possible that an event could occur (for example, a software, hardware or connectivity outage, a software error or malfunction) that renders critical functionality that Vinyl Group relies on for business to become unavailable affecting Vinyl Group's ability to service its customers. This could significantly impact Vinyl Group's reputation and financial performance. Vinyl Group has built backup, redundancy and disaster recovery plans into its systems architecture to mitigate this risk, however Vinyl Group cannot guarantee these strategies and protections will be successful.

(b) Development risks

Vinyl Group's various platforms are in continuous development in cooperation with the industry and consumers, but our platforms include first of its kind features. The Company has built its business model to succeed at management's view of reasonable take up levels based on management's belief on what is a realistic base of assumptions. As with all software businesses, development time is crucial. Vinyl Group requires continuous development in order to grow the business by providing more features, new revenue streams and competitive barriers. Vinyl Group mitigates these risks by implementing agile software development practises to ensure its platforms can pivot and evolve based on changing requirements.

We utilise outside parties with the experience in building these types of platforms. There is a risk of delays by having multiple parties in a reduced timeline as the project management of such effort can exceed our resource capacity in the short term. Vinyl Group is mitigating this risk by limiting the scope of the initial release and build enhancements through incremental development which may be developed in house.

Vinyl Group has acquired platforms which have been developed by other parties with the experience in building these types of platforms. There is a risk that integration of these platforms and our own platforms may not occur as originally envisioned and may potentially delay affecting the timelines of the affected platforms.

All our platforms have development and maintenance dependencies, there is a risk of delay as we streamline the platforms by operating with a single development team that is allocated to the priority tasks at any given moment.

Appendix C - Risks, continued

(c) Future funding needs

The cash reserves as at the date of this Offer Document, together with the funds to be received in connection with the Entitlements Offer, are considered sufficient to meet the immediate objectives of the Company. Further funding may be required by the Company to support its ongoing operations and implement its strategies [in the short to medium term]. Accordingly, we may need to engage in future equity and debt financings, including other methods if applicable to secure additional funds. If we raise additional funds through future issuances of equity or convertible debt securities, our existing shareholders could suffer additional significant dilution, and any new equity securities we issue could have rights, preferences, and privileges superior to those of holders of our ordinary shares. We may not be able to obtain additional financing on terms favourable to us, if at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to support our business growth, acquire or retain Users, and to respond to business challenges could be significantly impaired. This may result in the delay or cancellation of certain activities or projects which would likely adversely affect the potential growth of the Company which in turn could harm our business.

(d) Attracting and retaining customers to the Vinyl Group Products, Platforms and Services

The Company's revenue can be affected by its ability to attract and retain customers on its various platforms and services. Various factors, such as marketing and promotions, brand damage or interruptions to service provisions, can affect the level of these customers using the Vinyl Group offerings.

(e) Commercial Data Access Agreements

Vinyl Group has entered and will continue to enter into various Commercial Data Access Agreements (CDAAs) with third party Data Partners for the supply and license of content and metadata which is used by the Jaxsta Platform. Vinyl Group is dependent on these third party Data Partners to supply data for the Jaxsta Platform and there are inherent contractual risks associated with these various CDAAs. Risks include, amongst other things, the risk of termination or non-renewal of these CDAAs by Data Partners and disputes with Data Partners.

Appendix C - Risks, continued

(f) Distribution Agreements

Vinyl Group has entered and will continue to enter into various Distribution Agreements with third party suppliers for the supply and distribution of vinyl products which are used by the Vinyl Platform. Vinyl Group is dependent on these third party suppliers to supply data for the Vinyl Platform and provide the supply and logistics of vinyl products for order fulfillment. There are inherent contractual risks associated with these various Distribution Agreements. Risks include, amongst other things, the risk of termination or non-renewal of these Distribution Agreements by these third parties, as well as disputes with the third parties.

(g) Vinyl.com Licensing Agreement

Vinyl Group has entered into a licensing agreement (IP license) with Songtradr Inc for the use of the Vinyl.com URL. The agreement has a licensing cost and a purchase option to acquire the full rights within a three year time frame that expires in February 2026. Vinyl Group is dependent on this IP license to commercialise its direct to consumer merchandising opportunity. There are inherent contractual risks associated with the IP license. Risks include, amongst other things, the risk of termination or non-renewal of the IP license by Songtradr, as well as disputes with Songtradr. There is also a risk of not realising the value of this agreement early in its cycle, increasing the cost of the outright acquisition of the intellectual property as the minimum license fees increase each year.

(h) Rolling Stone, Variety and Other Licensing Agreements

Vinyl Group has entered into a licensing agreements to use the Title, Trademark and Licensor Editorial Materials in connection with the publication and distribution of print and digital editions of titles such as Rolling Stone in the territory of Australia and New Zealand, as well as the operation of Licensed Events and operation of its website in the Territory. Vinyl Group is dependent on this IP license to commercialise its Media and Events business. There are inherent contractual risks associated with the licenses. Risks include, amongst other things, the risk of termination or non-renewal of the license by Licensors, as well as disputes with any Licensor. There is also a risk of not realising the value of this agreement in its cycle, requiring a payment to meet the minimum requirements.

Appendix C - Risks, continued

(i) Computer system risk

Our growth depends on the ability of our potential customers to access the Jaxsta, Vampr, Serenade and Vinyl Platforms, as well as the websites for The Brag Media and its publications, as well as Mediaweek website, at any time and within an acceptable amount of time. In addition, our intention is to rely almost exclusively on our website for the payment of product and service sales. We may in the future experience disruptions, data loss, outages and other performance problems with our infrastructure and website due to a variety of factors, including infrastructure changes, introductions of new functionality, human or software errors, capacity constraints, denial of service attacks or other security-related incidents. In some instances, we may not be able to identify the cause or causes of these performance problems within an acceptable period of time. It may become increasingly difficult to maintain and improve our performance, especially during peak usage times as our products and website become more complex and our user traffic increases. If our products and websites are unavailable or if our users are unable to access our products within a reasonable amount of time, or at all, our business would be harmed. Moreover, we depend on services from various third parties, such as Amazon Web Services, to maintain our infrastructure and distribute our products via the Internet. Any disruptions in these services, outside of our control, would significantly impact the continued performance of our products. In the future, these services may not be available to us on commercially reasonable terms, or at all. Any loss of the right to use any of these services could result in decreased functionality of our products until equivalent technology is either developed by us or, if available from another provider, is identified, obtained and integrated into our infrastructure. To the extent that we do not effectively address capacity constraints, upgrade our systems as needed, and continually develop our technology and network architecture to accommodate actual and anticipated changes in technology, our business, results of operations and financial condition could be harmed. To mitigate these risks to the business we utilise cloud based infrastructure to back up across multiple regions covering our global market and endeavour to ensure architecture is scalable and systems are constantly evolving to take advantage of more performative technologies.

Appendix C - Risks, continued

(j) Data loss, theft or corruption

Techniques used to gain unauthorised access to data and software are constantly evolving, and we may be unable to prevent unauthorised access to data pertaining to our users, including credit card and debit card information and other personal data about our Users, business partners and employees. Like all internet services, our Service, which is supported by our own systems and those of third parties we work with, is vulnerable to software bugs, computer viruses, internet worms, break-ins, phishing attacks, attempts to overload servers with denial-of-service, data scraping or other attacks and similar disruptions from unauthorised use of our third-party computer system. Any of these could lead to system interruptions, delays or shutdowns, causing loss of critical data or the unauthorised access to personal data. We may incur significant costs in protecting against or remediating cyber-attacks.

Any failure or perceived failure, by us to maintain the security of data relating to our users, to comply with our privacy policy, laws and regulations, industry standards, and contractual provisions to which we may be bound, could create a loss of confidence in us. This could also result in actions against us by governmental entities or others, all of which could result in litigation and financial losses, and could potentially cause us to lose Users, data partners and revenue generating opportunities.

Vinyl Group has risks on both the data ingestion and data maintenance portion of the business. On the data ingestion side, Vinyl Group has developed and driven new standardised tools to ensure data that is ingested is translated into a Vinyl Group proprietary format before being made available to the public. This will ensure that no proprietary partner data is available in its original format. The ingestion process has also worked with industry groups and data partners to utilise standards to ensure the highest level of compatibility. Regarding data maintenance, Vinyl Group utilises various systems to manage their structures and assets to prevent unauthorised access and corruption of data. Vinyl Group will provide its services online through the axsta, Vampr, Serenade and Vinyl Platforms, as well as the websites for The Brag Media and its publications, as well as Mediaweek website.

Vinyl Group has strategies and protections in place to mitigate security breaches and to protect data.

Appendix C - Risks, continued

(k) Reputation Risk

Vinyl Group operates in an online environment therefore unfavourable publicity regarding: terms of Service, Service changes, Service quality, the actions of our developers whose services are integrated with our Service, the use of our Service for illicit, objectionable, or illegal ends, the actions of our Users, the quality and integrity of content shared on our Service, or the actions of other companies that provide similar services to us, could materially affect our reputation. Such negative publicity could have an adverse effect on the size, engagement, and loyalty of our User base and result in decreased revenue, which could materially adversely affect our business, operating results, and financial condition.

Negative publicity can spread quickly, whether true or false. Disgruntled customers posting negative comments about Vinyl Group, in public forums may also have a damaging effect on Vinyl Group's reputation and its ability to earn revenues and profits.

Our brand may be impaired by a number of other factors, including failure to keep pace with technological advances on the Jaxsta Platform, Vinyl Platform or with our Service, slower load times for our Service, a decline in the quality or quantity of the content available on our Service, a failure to protect our intellectual property rights, or any alleged violations of law, regulations, or public policy.

To mitigate these risks, Vinyl Group:

(l) is working with publicists locally and internationally who will alert us to any bad press and help mitigate the fallout;
(m) has an alerts system that notifies us of press for monitoring;
(n) has a digital media agency that manages our social media and necessary responses working with the wider Vinyl Group team and our team of publicists;
(o) has a communications flow policy for all media releases involving our company secretary, our local fin/tech PR firm, our local music industry PR firm, international PR team and digital media agency;
(p) has its social media team and PR team which have a communication plan in place for responding to social media questions and comments. Appropriate responses have been prepared, then reviewed and approved by senior management to ensure we can respond to questions and comments on social media in a timely manner with the best possible response;
(q) has created clear escalation pathways to respond to comments that fall outside the scope of our prepared responses; and
(r) created info@vinyl.group and investors@vinyl.group - both email addresses have multiple people receiving these emails so there is always someone to review, respond or escalate if required.

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Appendix C - Risks, continued

(s) Contract Risk
We are party to many license agreements which are complex and impose numerous obligations upon us which may make it difficult to operate our business. A breach of such agreements could adversely affect our business, operating results, and financial condition.

(t) Integration Risk
The Company has acquired two entities in the last year and there is a risk that the integration of the business will not be successful in growing the acquired entities revenues or integrating the business platforms successfully.

(u) Technology Risk
Current advancements in artificial intelligence efforts may not deliver immediate benefits to the Jaxsta, Vampr and Vinyl platforms on their base functionality or without significant investment.

(v) Events Risk
The Company manages events which carry the risk unforeseen occurrences that affect both the success of the event, the safety of those attending the events and the reputational risk to both sponsoring companies and the Company.

(w) Compliance Risk
The Company operates globally for some of its products and compliance with local registrations, taxes and additional requirements is key in launching and maintaining products in those jurisdictions.

Appendix C - Risks, continued

General risks

(a) Price of Shares

The Shares are subject to general market risks applicable to all securities listed on a stock exchange. This may result in fluctuations in the Share price that are not explained by the performance of the Company.

The price at which Shares are quoted on the ASX may increase or decrease due to a number of factors, some of which may not relate directly or indirectly to the Company's performance or prospects.

There is no assurance that the price of the Shares will increase in the future, even if the Company's earnings increase.

Some of the factors which may affect the price of the Shares include:

- fluctuations in the domestic and international markets for listed stocks;
- general economic conditions, including interest rates, inflation rates, exchange rates, commodity and oil prices or changes to government:
- fiscal, monetary or regulatory policies, legislation or regulation;
- inclusion in or removal from market indices;
- the nature of the markets in which the Company operates;
- general operational and business risks;
- variations in sector performance, which can lead to investors exiting one sector to prefer another; and
- initiatives by other sector participants which may lead to investors switching from one stock to another.

Deterioration of general economic conditions may also affect the Company's business operations, and the consequent returns from an investment in Shares.

In the future, the sale of large parcels of Shares may cause a decline in the price at which the Shares trade on ASX.

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Appendix C - Risks, continued

(b) Shareholder dilution

In the future, the Company may elect to issue further Shares in connection with fundraisings, including to raise proceeds for acquisitions or investments. While the Company will be subject to the constraints of the Listing Rules regarding the percentage of its capital it is able to issue within a 12 month period (other than where exceptions apply), Shareholders may be diluted as a result of such fundraisings.

(c) Tax law and application

The application of and change in relevant tax laws (including income tax, goods and services tax (or equivalent), rules relating to deductible liabilities and stamp duty), or changes in the way those tax laws are interpreted, will or may impact the tax liabilities of the Company or the tax treatment of a Shareholder's investment. An interpretation or application of tax laws or regulations by a relevant tax authority that is contrary to the Company's view of those laws may increase the amount of tax paid or payable by the Company.

Both the level and basis of tax may change. Any changes to the current rate of company income tax (in Australia or other countries in which the Company operates) and / or any changes in tax rules and tax arrangements (again in Australia or other countries in which the Company operates) may increase the amount of tax paid or payable by the Company, may also impact Shareholder returns and could also have an adverse impact on the level of dividend franking / conduit foreign income and Shareholder returns. In addition, an investment in Shares involves tax considerations which may differ for each Shareholder. Each Shareholder is encouraged to seek professional tax advice in connection with any investment in the Company.

(d) Force majeure events

Events may occur within or outside Australia that could impact upon global, Australian or other local economies relevant to the Company's financial performance, the operations of the Company and the price of the Shares. These events include but are not limited to acts of terrorism, an outbreak of international hostilities, fires, floods, earthquakes, labour strikes, civil wars, natural disasters, outbreaks of disease or other man-made or natural events or occurrences that can have an adverse effect on the demand for the Company's services and its ability to conduct business. The Company has only a limited ability to insure against some of these risks.

Appendix C - Risks, continued

(e) Accounting standards

Australian Accounting Standards (AAS) are adopted by the AASB and are not within the control of the Company and its Directors. The AASB may, from time to time, introduce new or refined AAS, which may affect the future measurement and recognition of key statement of profit or loss and statement of financial position items. There is also a risk that interpretation of existing AAS, including those relating to the measurement and recognition of key statement of profit or loss or statement of financial position items may differ. Any changes to the AAS or to the interpretation of those standards may have an adverse effect on the reported financial performance and position of the Company.

(f) Trading in Shares may not be liquid

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

(g) General economic and financial market conditions

The operating and financial performance of the Company is influenced by a variety of general domestic and global economic and business conditions that are outside the control of the Company. There is a risk that prolonged deterioration in general economic conditions may impact the Company's financial performance, financial position, cash flows, dividends, growth prospects and Share price.

Appendix D - Proforma Balance Sheet 30 June 2024

The effect of the offer is to increase cash reserves by a net $7,274M

Allocation of acquisitions dependent on final accounting for identifiable assets. Provisional accounting to be in place until independent report is finalised. They are reflected as intangible assets in this proforma model.

Consolidated Statement of Financial Position	Audited 30/6/24	Offer	Mediaweek	Serenade Sound	Funkified Entertainment	Concrete Playground	Proforma 30/6/24
Assets	Audited						
Current assets							
Cash and cash equivalents	4,132,383	7,276,941	-476,340		-1,800,000	-3,500,000	5,632,984
Trade and other receivables	1,872,356						1,872,356
Other assets	136,643						136,643
Total current assets	6,141,382	7,276,941	-476,340	0	-1,800,000	-3,500,000	7,641,983
Non-current assets							
Property, plant and equipment	1,271						1,271
Right-of-use assets	0						0
Intangibles	11,337,926		976,340	800,000	2,000,000	5,000,000	20,114,266
Total non-current assets	11,339,197	0	976,340	800,000	2,000,000	5,000,000	20,115,537
Total assets	17,480,579	7,276,941	500,000	800,000	200,000	1,500,000	27,757,520
Liabilities							
Current liabilities							
Trade and other payables	2,760,550						2,760,550
Contract liabilities - ST	91,486						91,486
Borrowings and derivative financial instruments - ST	8,345,622						8,345,622
Lease liabilities	0						0
Employee benefits - ST	198,572						198,572
Lease make good provision	0						0
Total current liabilities	11,396,230	0	0	0	0	0	11,396,230
Non-current liabilities							
Contract liabilities - LT	357,643						357,643
Borrowings and derivative financial instruments - LT	0						0
Employee benefits - LT	53,794						53,794
Total non-current liabilities	411,437	0	0	0	0	0	411,437
Total liabilities	11,807,667	0	0	0	0	0	11,807,667
Net (liabilities)/assets	5,672,912	7,276,941	500,000	800,000	200,000	1,500,000	15,949,853
Equity							
Issued capital	74,173,268	7,276,941	-500,000	-800,000	-200,000	-1,500,000	78,450,209
Reserves	4,086,590						4,086,590
Accumulated losses	-72,586,947						-72,586,947
Total (deficiency)/equity	5,672,911	7,276,941	-500,000	-800,000	-200,000	-1,500,000	9,949,852

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Appendix E - Concrete Playground Heads of Agreement Key Terms

Purchase Price	$5.0 million purchase price as follows: 1. $3.5M in cash due at closing, $3.2M paid to the seller and $0.3M paid into escrow account 2. $1.5M to be paid in scrip at the fifteen (15)-day Volume Weighted Average Price (VWAP) of Vinyl Group shares on the ASX for the period immediately preceding this Heads of Agreement Execution Date. This would result in the issue of 12,676,413 ordinary shares at completion at a price of $0.11833 per share. These shares will be subject to a twelve (12)-month escrow from the date of issue. 3. The Cash Consideration payable by Vinyl under the Proposed Transaction would assume a debt-free, cash-free sale, with a normal level of working capital at completion,and would include standard adjustments for working capital and debt.
Conditions Precedent	The Proposed Transaction would be conditional upon: 1. Vinyl conducting its due diligence and being satisfied with the results; 2. agreement being reached on the definitive form of the Share Sale Agreement; 3. the Vinyl Board of Directors approving the Proposed Transaction; 4. Vinyl obtaining any necessary approvals, on terms satisfactory to Vinyl (acting reasonably), for the Proposed Transaction from its shareholders, and the ASX, under the ASX listing rules or Corporation Act 2001 (Cth) (if required); 5. Concrete Playground not amending their organisational structure or its share register for any related entity which holds shares in Concrete Playground; 6. Concrete Playground not entering into any new debt arrangements without the written consent of Vinyl; 7. Concrete Playground not increasing their current indebtedness on pre-existing lines of credit by more than $25,000 without the written consent of Vinyl; 8. there being no material adverse change in the assets and liabilities, business, operations, trading conditions (financial or otherwise) of Concrete Playground; 9. Concrete Playground obtaining any necessary change of control approvals required for the Proposed Transaction from its licensors and customers or from any party that requires their consent to allow for the Proposed Transaction; and 10. such other agreed conditions precedent as may be detailed in the Share Sale Agreement.

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Appendix E - Concrete Playground Heads of Agreement Key Terms

Exclusivity Period	1. For a period of 75 days from the date (11 December 2024) of this HOA (Exclusivity Period), the Seller shall not: 2. For a period of 75 days from the date of this HOA (Exclusivity Period), the Seller shall not: a. directly or indirectly solicit or initiate any approach by any person other than Vinyl with a view to acquiring the Shares (or any of them) or any other transaction which would have the effect of precluding the Proposed Transaction (Competing Transaction); or b. continue with or commence or engage in negotiations with anyone other than Vinyl relating to any Competing Transaction; or c. disclose or permit the disclosure of any affairs or information of Concrete Playground to a third party where such disclosure relates to a Competing Transaction 3. In the event that the Seller deliberately breaches the provisions of Clause 2) b) above, then they undertake to reimburse Vinyl for all third party costs reasonably incurred by Vinyl in respect of the Proposed Transaction from the date of execution of this HOA, up to a maximum amount of $50,000. If requested by the Seller, such costs must be substantiated by invoices setting out reasonable details of the costs incurred. 4. Vinyl undertakes to inform Concrete Playground immediately in writing if at any stage during the Exclusivity Period or due diligence process they have good reason to believe that the Proposed Transaction will not proceed. 5. The Parties agree to co-operate in good faith and use their best endeavours to investigate the Proposed Transaction. The parties also agree that time is of the essence with respect to the Proposed Transaction and subject to the outcomes of the due diligence process, undertake to negotiate expeditiously and in good faith with a view to entering into a binding Sale Agreement (defined below) as soon as reasonably practicable.
Termination	This HOA automatically terminates if the parties have not entered into a binding Share Sale Agreement by the end of the Exclusivity Period or such other date agreed in writing by the parties.

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