



Top Shelf International Holdings Ltd

**Principal Place of Business:
16-18 National Boulevard
Campbellfield
Victoria
Australia 3061**

2 July 2025

Material terms of Executive Services Agreement

Further to its announcement on 20 May 2025, Top Shelf International Holdings Ltd (ASX: TSI) (**Top Shelf** or the **Company**) advises that the terms of Chairman Julian Davidson's executive appointment on an interim basis have been finalised and the parties have entered into an executive services agreement. The material terms of the agreement are set out in Annexure A attached.

END

This announcement was approved by the Top Shelf Board.

For further information, please visit our investor website <https://www.topshelfgroup.com.au/investors> or contact investor relations at info@topshelfgroup.com.au or on (03) 8317 9990.

About Top Shelf

Top Shelf International is a Melbourne based distiller and marketer of premium Australian spirits, with distinctive brands in NED Australian Whisky, Grainshaker Hand Made Australian Vodka and Act of Treason Australian Agave. The Company has a track record of success creating high quality, premium Australian products and brands; each in its own way encapsulating a distinctive Aussie attitude, social experience and flavour profile.

The Company has created Australia's first agave spirit range from its magnificent Agave farm and distillery operation in The Whitsundays region of Queensland. This location has been specifically chosen for its climatic suitability for growing *tequilana* blue agave. The farm is being developed using the most up-to-date and innovative agronomy and horticultural practices.

Annexure A: Material Contract Terms – Julian Davidson

The material terms of Julian Davidson's executive services agreement (**ESA**) are as follows:

- Mr Davidson's engagement as Interim Executive is effective from 16 February 2025 and is for a fixed six-month term ending on 16 August 2025 (**Term**).
- Mr Davidson will provide his services on a full-time basis during the Term. Mr Davidson's duties under the ESA include leading various strategic, commercial and governance initiatives, among other duties customarily fulfilled by an executive director.
- Mr Davidson has voluntarily agreed to cap his fixed cash remuneration during the Term at \$125,000 (including applicable superannuation) (**Total Cash Remuneration**) covering Mr Davidson's services as Chair (under his existing letter of appointment as non-executive Chair (**NED Letter**)) and Executive under the ESA over the 6-month term. This has been agreed notwithstanding that the annualised market remuneration for Mr Davidson's services as Chair and an Executive is \$458,000 (including applicable superannuation) (**Annualised Market Remuneration**) comprising \$180,000 for his services as Chair (as currently agreed under the NED Letter) and \$278,000 for his Executive services under the ESA.
- Subject to shareholder approval it is also proposed that Mr Davidson be issued convertible notes convertible into shares and options in the Company on terms consistent with the terms to be agreed with third party investors in a convertible note capital raising (**Convertible Notes**). The total value of the Convertible Notes would be \$243,000, comprising:
 - the difference between the Annualised Market Remuneration for the 6-month Term and the Total Cash Remuneration; plus
 - 6 months of backpay in recognition of prior year's services.
- In the event that:
 - the ESA is terminated by the Company or Mr Davidson resigns prior to 16 August 2025; or
 - by 31 July 2025, the Company and Mr Davidson do not enter into a further agreement for the provision of full-time Executive services by Mr Davidson beyond the term of the ESA,Mr Davidson will be entitled to receive an additional payment of \$69,500 (including applicable superannuation), payable in Convertible Notes, subject to shareholder approval for the issue of such Convertible Notes.
- Any payment to Mr Davidson by way of issue of Convertible Notes must be paid in cash where shareholder approval for issue of such Convertible Notes is not obtained.
- Where the Company is required to pay superannuation to Mr Davidson in relation to amounts to be paid to Mr Davidson Convertible Notes, the relevant amount of superannuation will be deducted from the value of the Convertible Notes to be issued, and paid in cash.
- Mr Davidson is not entitled to any short- or long-term incentives under the ESA.
- In the event that representatives of the Company request in writing that Mr Davidson resign as Director and continue to provide Executive services under the ESA, and Mr Davidson agrees to do so, the cash remuneration under the ESA will increase to the amount of the Total Cash Remuneration for the remainder of the Term after his cessation as Director.
- The Company will reimburse Mr Davidson for expenses properly incurred in the performance of his duties under the ESA, and may pay Mr Davidson a daily meals and accommodation allowance of \$750 per day when travelling in his capacity as Interim Executive.
- During the Term, neither party may terminate the ESA without cause. In the event that Shareholders remove, or do not re-elect, Mr Davidson as a Director, the Company may terminate the ESA.
- The Company is not obliged to pay any retirement benefits except to the extent permitted under the Corporations Act, ASX Listing Rules or any other legislation.
- Mr Davidson's engagement is otherwise on customary terms for an agreement of this nature.