

27 August 2025

Key terms of CEO agreement

Further to the appointment of Mr Angelo Demasi as Chief Executive Officer (CEO) of humm group limited (ASX:HUM) ("**hummmgroup**") as announced on 9 May 2025, the Company provides the following disclosure in accordance with ASX Listing Rule 3.16.4.

The material terms of Mr Demasi's employment agreement are set out in the attached schedule.

This announcement is authorised for release by the Board.

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ABOUT HUMMMGROUP

hummm Group Limited ACN 122 574 583 (ASX: HUM) ("Company", and with its other group and consolidated entities "**hummmgroup**" or "Group") is a diversified financial services company that provides instalment plans which enable businesses and consumers to make large purchases. **hummmgroup** operates in Australia, New Zealand, Ireland, Canada, and the United Kingdom. Its principal activities include the provision of Commercial Lending in Australia and New Zealand; Point of Sale Payment Plans; Australia Cards (**hummm**®90, Lombard and Once); and New Zealand Cards (including Farmers Finance Card, Farmers Mastercard®, Q Card, Q Mastercard® and Flight Centre Mastercard®).

Schedule - Material Terms of CEO Employment Agreement

Term	Details				
Position	Chief Executive Officer				
Commencement Date	9 May 2025				
Term	Ongoing, subject to termination provisions				
Fixed Remuneration	<p>\$750,000 per annum (inclusive of superannuation). Back payment of the increase to Mr Demasi's remuneration from his previous role as Group Executive Digital and Transformation from 9 May 2025 will be made as soon as reasonably practicable.</p>				
Short-Term Incentive (STI)	In respect of the 2025 Financial Year onwards, Target STI earning opportunity is 100% of Fixed Remuneration with a maximum cap of 125% of Fixed Remuneration, payable in cash following the end of the relevant financial year, subject to the Company's STI plan rules.				
Long-Term Incentive (LTI)	<p>In respect of the 2025 Financial Year onwards, participation in the Company's LTI plan at 100% of Fixed Remuneration, as determined by the Board in its sole discretion.</p> <p>Mr Demasi is a participant in the FY24 LTI Plan which covers the performance periods FY24-26. The LTI award for this period was delivered as a grant of Performance Rights based on 100% of Mr Demasi's fixed remuneration at the time of grant as Group Executive - Digital & Transformation and delivered in three tranches relevant for each performance period.</p> <p>LTI Delivery</p> <table border="1"> <tr> <td>Equity settled LTI</td><td>The existing allocation of LTI Performance Rights granted based on Mr Demasi's previous remuneration as Group Executive - Digital & Transformation.</td></tr> <tr> <td>Cash settled LTI (FY25 & FY26 tranches)</td><td>For FY25 and FY26, any positive difference in value between Mr Demasi's CEO LTI opportunity and the LTI allocated based on his prior remuneration terms will be paid in cash, as determined by the Board in its sole discretion.</td></tr> </table> <p>Any vesting and/or cash settlement of LTI is subject to the Board's determination of performance against relevant hurdles for the relevant performance period, in addition to meeting the relevant service condition.</p>	Equity settled LTI	The existing allocation of LTI Performance Rights granted based on Mr Demasi's previous remuneration as Group Executive - Digital & Transformation.	Cash settled LTI (FY25 & FY26 tranches)	For FY25 and FY26, any positive difference in value between Mr Demasi's CEO LTI opportunity and the LTI allocated based on his prior remuneration terms will be paid in cash, as determined by the Board in its sole discretion.
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Cash settled LTI (FY25 & FY26 tranches)	For FY25 and FY26, any positive difference in value between Mr Demasi's CEO LTI opportunity and the LTI allocated based on his prior remuneration terms will be paid in cash, as determined by the Board in its sole discretion.				
Termination	<p>Termination on 6 months' notice by either party, or payment in lieu of notice at the Company's election. There is no notice period in respect of termination by the Company for Mr Demasi's serious misconduct.</p> <p>The Board will review Mr Demasi's performance and ongoing fit as Group Chief Executive Officer and, within 18 months of the commencement date of 9 May 2025, being on</p>				

	<p>or before 9 November 2026, the Board may, at its sole discretion, seek Mr Demasi's agreement to perform an alternative role at no less than the remuneration of his previous role. In the event that the parties do not reach agreement, then either party may terminate the employment by providing 6 months' notice in writing, or payment in lieu of notice at the Company's election.</p> <p>The treatment of STI and LTI benefits on termination will be determined in accordance with the terms of each plan.</p>
Post-Employment Restraints	<p>A 6-month post-employment restraint provision applies with a maximum restraint area being any country in which the Company or group has operations.</p>