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lovisa.com

ASX Market Announcements Office
ASX Limited

## Chief Executive Officer Succession Update

Lovisa Holdings Limited (Lovisa or Company) announces that CEO Victor Herrero has agreed to an amended employment contract through to 31st May, 2025. The company is also pleased to announce today the appointment of John Cheston as Lovisa's next CEO and Managing Director. John will join the group on 4th of June, 2025.

Brett Blundy Chairman of Lovisa said "The Board and I are pleased to announce that Victor has entered an amended 12-month contract. The Board and I are also pleased to announce that John Cheston will join us as CEO and Managing Director on the 4th of June 2025. John is a highly successful Global retailer and will join Lovisa at a very exciting time as we continue our global growth.

Details of the Key terms and Remuneration under Victor and John's employment contracts are included in the attached Appendix.

For and on behalf of the Board of Directors

## Bunt

Brett Blundy

## Chairman

For further enquiries please contact investors@lovisa.com or:
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Chairman
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ATTACHMENT 1

Summary of material terms and conditions of the amended employment agreement of Victor Herrero

| Term | The existing employment contract, as amended to reflect the terms below, will now <br> expire on 31 May 2025, with renewal after that date subject to mutual agreement. |
| :--- | :--- |
| Fixed <br> Remuneration | US\$1,300,000 per annum |
| Short-Term <br> Incentive (STI) | No STI granted for the 2025 financial year. |
| Long-Term <br> Incentive (LTI) | No LTI granted for the 2025 financial year. Victor's existing LTI due to vest at the end of <br> the 2024 Financial Year remains in place in accordance with the terms of that plan. Any <br> equity issued under that plan will be subject to a 1 year holding restriction period from <br> the date of vesting. |
| Notice Period <br> and payments <br> on termination | The Company may terminate the employment contract immediately for "Cause", and <br> Victor can terminate the employment contract immediately for "Good Reason", each <br> by providing written notice to the other subject to relevant cure periods in each <br> circumstance. Termination for "Cause" includes serious misconduct, wilful and <br> continuous failure to perform duties, and material breach of the employment contract, <br> for "Good Reason" includes material breach of the employment contract and <br> customary change of control provisions. |
| Where Victor's employment is terminated for Cause by the Company, no termination <br> benefits are payable and all unvested LTI rights will immediately lapse. <br> Where Victor's employment is terminated by Victor for good reason, he may be eligible <br> for a termination payment equal to the base salary of the remaining term of the <br> contract, subject to a minimum payment of 3 months base salary. He will also be <br> entitled to any existing LTI applicable to the current performance year remaining <br> outstanding and subject to its applicable performance hurdles. |  |
| Post- |  |
| employment | Victor is subject to post-employment non-solicit and non-compete restraints for a <br> maximum of two years commencing from the end of his employment. |

Victor's Contract of Employment otherwise includes provisions customary to a role of this nature.

Summary of material terms and conditions of the amended employment agreement of John Cheston

| Term | Commencement date of 4 June 2025, with no fixed end date. |
| :--- | :--- |
| Remuneration | A\$2,350,000 per annum |
| Short-Term <br> Incentive (STI) | STI opportunity of \$2,350,000 per annum, vesting on a straight-line basis subject to the <br> following performance hurdles: |
| EBIT Growth <18\%: Nil <br> Long-Term <br> Incentive (LTI) <br> EBIT Growth 18\%: \$188,000 | Subject to shareholder approval, John shall be eligible to participate in the Group's <br> Long Term Incentive Plan as amended and restated from time to time. He will be <br> entitled to an initial 3-year LTI Grant vesting annually over its 3 year term to a <br> maximum value of \$2,350,000 per annum, based on the following vesting schedule: |
| FY25: \$2,350,000 Preater: \$2,350,000 |  |
| FY26: \$2,350,000 |  |
| FY27: \$2,350,000 |  |
| TOTAL: \$7,050,000 |  |
| Calculation of the EBIT Hurdle and achievement against the EBIT Hurdle will be |  |
| determined by the Board (or a committee of the Board) in its reasonable good faith |  |
| discretion, having regard to any matters that it considers relevant. |  |

Post- $\quad$ John is subject to post-employment non-solicit and non-compete restraints for a employment maximum of two years commencing from the end of his employment.

John's Contract of Employment otherwise includes provisions customary to a role of this nature.

