



2026 Barrel Investor Program – Key Terms Summary

This is a simple overview of the key terms of your investment. Full terms are set out in the Agreement below.

1 Your investment

- (a) You pay \$1,000 AUD
- (b) Commences 4 May 2026
- (c) Term: approximately 3 years (to ~May 2029)

2 What you receive

2.1 Financial Return

- (a) Your \$1,000 returned at the end of the term; and
- (b) \$200 return (20%).

2.2 Bottle entitlement

- (a) 10 bottles of Killik Rum;
- (b) Bottles may be redeemed from February 2027 onwards, or at the end of the program; and
- (c) Includes access to special and limited releases (subject to availability).

3 What your investment supports

Your investment helps us:

- (a) Purchase and fill new barrels
- (b) Produce and mature our rum
- (c) Grow Killik, including working towards a new venue

4 Other important things to know

- (a) Your investment is fixed for the full term;
- (b) Bottles must be redeemed within the timeframe advised;
- (c) The new venue is a goal, but not guaranteed;
- (d) Returns are paid at the end of the program; and
- (e) Full terms and conditions apply (see below).



Killik Handcrafted Rum – Barrel Investment Program 2026

AGREEMENT

Parties

- 1 **That Little Brewery Pty Ltd** (ABN 24 607 392 165) (t/a Killik Handcrafted Rum) of 64 – 68 Monbulk Road, Belgrave Victoria 3156 (the **Company**); and
- 2 the **Investor**.

Recitals

- A The Investor has agreed to make an investment in accordance with the terms of this Agreement.
- B This Agreement sets out the terms of the Investor's participation in the 2026 Barrel Investment Program.

1 Definitions

The definitions as defined in this agreement apply unless the context requires otherwise.

2 Agreement to Invest

2.1 Your Investment

- (a) The Investor agrees to pay the Company \$1,000.00 (the **Investment Amount**) on, or before 4 May 2026 (**Investment Date**). The Investor agrees that the Investment Amount is non-refundable.
- (b) Upon payment, the Investor agrees to make an investment in accordance with this Agreement.
- (c) The Investor agrees that the Company will repay the Investment Amount on or around May 2029 (**Repayment Date**).
- (d) The Investor's rights expire on the Repayment Date (**Investment Period**).

2.2 Use of funds

The Investor acknowledges and agrees that the Investment Amount will be applied at the Company's discretion across its business operations, including (without limitation):

- (a) The purchase, filling, production and maturation of new rum barrels (**Investor Barrels**); and
- (b) The expansion of the Company's operations, including the development, fit-out and operation of a new venue.

The Investor acknowledges and agrees that:

- (c) the Company has absolute discretion as to the application of the Investment Amount;
- (d) any reference to the development of a new venue is indicative only and does not give rise to any obligation on the Company to proceed with, complete or operate such venue; and

- (e) the Investor will have no claim, demand or recourse against the Company arising from or in connection with the use or application of the Investment Amount, except for the Company's obligations under clause 2.3.

This Agreement does not constitute a financial product or managed investment scheme.

2.3 Investment Arrangement

On the Investment Date, the Investor agrees to pay the Investment Amount in exchange for the following (**Investment Returns**):

- (a) The Company will provide:
 - (i) 20% (\$200.00) return on the Investment Amount, to be paid by the Company on or around the Repayment Date;
 - (ii) ten (10) bottles of the Company's Rum (or similar product) withdrawn from either (a) the Investor Barrels or (b) from the Company's general stock (**Rum Bottles**). Rum Bottles may be redeemed from February 2027 onwards, during the Investment Period or as otherwise notified by the Company. The Company reserves the right to impose limits on the number of bottles redeemed where a bottle is not taken from an Investor Barrel (e.g. limited releases), and any postage costs will be deducted from the returns payable at the end of the Investment Period.
 - (iii) Any requests for samples from any Investor Barrels are at the Company's discretion and subject to prior approval; and
 - (iv) repayment of the Investment Amount (subject to the Investor providing bank account details).
- (b) The Investor agrees that no further benefits apply.

3 Undertakings

3.1 The Company's undertakings

The Company must:

- (a) use all reasonable efforts to take, or cause to be taken, all other action and do, or cause to be done, all other things necessary or appropriate to consummate the transactions contemplated by this Investment Agreement; and
- (b) immediately notify the Investor if at any time before the Repayment Date the Company becomes aware of any third party objecting to, challenging, interfering with or obstructing (or proposing to object to, challenge interfere with or obstruct) any of the transactions contemplated by this Investment Agreement.

3.2 The Investor's undertakings

The Investor must:

- (a) Pay the Investment Amount to the Company in Australian dollars by the Investment Date to the account notified by the Company;
- (b) provide proof of payment to the Company;
- (c) do all things reasonably necessary to give effect to this Agreement; and
- (d) pay any postage costs associated with bottle redemption, which may be deducted from amounts otherwise payable to the Investor.

4 Termination of this Investment Agreement

4.1 Termination by the Investor

- (a) The Investor may terminate this Agreement by written notice if the Company commits a material breach of this Agreement and fails to remedy that breach within 14 days after receiving written notice from the Investor requiring it to do so.
- (b) If the Investor elects to cease participation or otherwise withdraws, the Investor is not entitled to any repayment of the Investment Amount or any return.

4.2 Termination by the Company

The Company may terminate this Investment Agreement at any time by notice to the Investor if:

- (a) It is required to do so by law or a regulatory authority; or
- (b) the Investor is not complying with its undertakings under clause 3.2.

The Company may also terminate its obligations under this Agreement in accordance with Clause 5(c).

The Company's and the Investor's rights and obligations terminate immediately upon termination of this Investment Agreement.

5 Loss or Damage

- (a) The Investor has no right to terminate this Agreement due to any loss, damage, theft or destruction of any barrel or product.
- (b) If any barrel or product is lost, damaged, stolen or destroyed, the Company may fulfil its obligations using equivalent product.
- (c) If the Company is unable to do so, it may terminate this Agreement and repay the Investment Amount (and any agreed return) by May 2029, after which no further obligations will apply.

6 General

6.1 Assignment

The Investor may not assign or otherwise deal with its rights or obligations under this Agreement without the Company's prior written consent.

6.2 Notices

- (a) Any notice, demand, consent or other communication (a **Notice**) given or made under this Investment Agreement must be in writing and sent by email to:
 - (i) The Company: kayla@killik.com.au; and
 - (ii) The Investor: the email address provided to the Company.
- (b) A notice is taken to be received:
 - (i) When delivery is confirmed; or
 - (ii) If no failure notice is received, three (3) hours after sending, Or, if sent outside business hours, at the start of the next business day.

6.3 Further assurances

Each Party must do all things necessary to give full effect to this Investment Agreement.

6.4 Entire agreement

This Investment Agreement contains the entire agreement between the Parties and supersedes all prior agreements and understandings between the Parties in connection with it.

6.5 No waiver

A failure or delay in exercising a right does not operate as a waiver. Any waiver must be in writing.

6.6 Governing law

This Investment Agreement is governed by the laws of Victoria and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of courts exercising jurisdiction there.