Fenix Resources Limited
ASX:FEX

FENIX RESOURCES LTD
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ABN 68 125 323 622

17 May 2021 ASX Announcement

Letter to Shareholders Regarding General Meeting

Dear Shareholder

Fenix Resources Limited (ASX:FEX) ("**Fenix**" or "**Company"**) will be holding a general meeting of shareholders at 10:00am (WST) on Friday, 18 June 2021 (**Meeting**) at Grant Thornton, Level 43, Central Park, 152 -158 St Georges Terrace, Perth WA 6000.

ASIC has adopted a temporary 'no-action' position in relation to the convening and holding of virtual meetings. The position follows on from the Corporations (Coronavirus Economic Response) Determination (No. 3) 2020 which expired on 21 March 2021. ASIC's 'no action' policy facilitates electronic dispatch of notices of meeting. Accordingly, the Company will not be sending hard copies of the Notice of Meeting to shareholders who have not previously opted in to receiving electronic copies. Instead, the Notice of Meeting can be viewed and downloaded from the website link:

https://fenixresources.com.au/asx-announcements/

A copy of your personalised proxy form is enclosed for your convenience. Please complete and return the attached proxy form to the Company's share registry, Automic Group by:

Online:
Use your computer or smartphone to appoint a proxy at:
https://investor.automic.com.au/#/loginsah

Mail:
Automic
GPO Box 5193
Sydney NSW 2001

Person:
Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

Email:
meetings@automicgroup.com.au

Facsimile:
+61 2 8583 3040

Your proxy voting instruction must be received by 10:00am (WST) on Wednesday, 16 June 2021, being not less than 48 hours before the commencement of the Meeting. Any proxy voting instructions received after that time will not be valid for the Meeting.

The Notice of Meeting is important and should be read in its entirety. If you are in doubt as to the course of action you should follow, you should consult your financial adviser, lawyer, accountant or other professional adviser. If you have any difficulties obtaining a copy of the Notice of Meeting please contact the Company's share registry, Automic Group on, 1300 288 664 (within Australia) or +61 2 9698 5414 (overseas).

To comply with Federal and State government restrictions on social gatherings, the Company may need to admit a limited number of persons to the Meeting. There is a risk that shareholders intending to attend the physical Meeting may not be admitted, depending on the number of Shareholders who wish to physically attend the Meeting. Therefore, the Company strongly encourages all shareholders to submit their directed proxy votes in advance of the Meeting.

The Company will continue to closely monitor guidance from the Federal and State Government for any impact on the proposed arrangements for the Meeting. If any changes are required, the Company will advise Shareholders by way of announcement on ASX and the details will also be made available on our website at https://fenixresources.com.au/

The Company will advise Shareholders as soon as practicable, if any of the above circumstances change.

Authorised on behalf of the Board of Fenix Resources Limited by:

Warwick Davies
Interim Non-Executive Chairman
Fenix Resources Limited

FENIX RESOURCES LIMITED

ACN 125 323 622

NOTICE OF GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 10.00 am (WST)

DATE: Friday, 18 June 2021

PLACE: Grant Thornton
Level 43, Central Park
152 -158 St Georges Terrace
PERTH WA 6000

The business of the Meeting affects your shareholding and your vote is important.

This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 5:00pm (WST) on Wednesday, 16 June 2021.

IMPORTANT INFORMATION

Time and place of Meeting

Notice is given that the Meeting will be held at Grant Thornton, Level 43, Central Park, 152 -158 St Georges Terrace, Perth WA 6000 at 10.00 am (WST) on Friday, 18 June 2021.

Your vote is important

The business of the Meeting affects your shareholding and your vote is important.

Voting in person

To vote in person, attend the Meeting at the time, date and place set out above.

Voting by proxy

To vote by proxy, please complete and sign the enclosed Proxy Form and return by the time and in accordance with the instructions set out on the Proxy Form.

In accordance with section 249L of the Corporations Act, Shareholders are advised that:

- each Shareholder has a right to appoint a proxy;
- the proxy need not be a Shareholder of the Company; and
- a Shareholder who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the member appoints 2 proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Proxy vote if appointment specifies way to vote: Section 250BB(1) of the Corporations Act provides that an appointment of a proxy may specify the way the proxy is to vote on a particular resolution and, **if it does**:

- the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (ie as directed); and
- if the proxy has 2 or more appointments that specify different ways to vote on the resolution, the proxy must not vote on a show of hands; and
- if the proxy is the chair of the meeting at which the resolution is voted on, the proxy must vote on a poll, and must vote that way (ie as directed); and
- if the proxy is not the chair, the proxy need not vote on the poll, but if the if the proxy is not the chair, the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (ie as directed).

Transfer of non-chair proxy to chair in certain circumstances: Section 250BC of the Corporations Act provides that, if:

- an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the Company's members; and
- the appointed proxy is not the chair of the meeting; and
- at the meeting, a poll is duly demanded on the resolution; and
- either of the following applies:
  - the proxy is not recorded as attending the meeting; or
  - the proxy does not vote on the resolution,

the chair of the meeting is taken, before voting on the resolution closes, to have been appointed as the proxy for the purposes of voting on the resolution at the meeting.

Proxies on Resolution 1

If you appoint the Chair as your proxy (or the Chair is appointed by default) and you do not complete any of the boxes "For", "Against" or "Abstain" opposite Resolution 1 on the Proxy Form, you will be expressly authorising the Chair to vote on Resolution 1 in accordance with the Chair's stated voting intention, even though Resolution 1 is connected directly or indirectly with the remuneration of a member of KMP. The Chair intends to vote (where appropriately authorised) all available undirected proxies in favour of Resolution 1.

If you appoint the Chair as your proxy and wish to direct him how to vote, you can do so by marking the box for Resolution 1 (ie. by directing him to vote "For", "Against" or "Abstain").

If you appoint a member of KMP (other than the Chair), or any Closely Related Party of a member of KMP as your proxy, you must direct that person how to vote on Resolution 1 if you want your Shares to be voted on Resolution 1. If you appoint a member of KMP, or any Closely Related Party of a member of KMP, and you do not direct them how to vote on Resolution 1, such a person must not cast your votes on Resolution 1 and your votes will not be counted in calculating the required majority if a poll is called on Resolution 1.

Lodgement of proxy documents

For an appointment of a proxy for the Meeting to be effective:

- the proxy's appointment; and
- if the appointment is signed by the appointor's attorney – the authority under which the appointment was signed (ie. a power of attorney) or a certified copy of it,

must be received by the Company at least 48 hours before the start of the Meeting (ie. by 10.00am (WST) on Wednesday, 16 June 2021). Proxy appointments received after this time will be invalid for the Meeting.

Details on how to lodge your Proxy Form are set out on the Proxy Form.

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on +61 8 9322 1587.

BUSINESS OF THE MEETING

AGENDA

1. RESOLUTION 1 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO MANAGING DIRECTOR – ROBERT BRIERLEY

To consider and, if thought fit, to pass, with or without amendment, the following resolution as an **ordinary resolution**:

"That, for the purposes of ASX Listing Rule 10.14, sections 200E and 208 of the Corporations Act and all other purposes, Shareholders approve the issue of 6,000,000 Performance Rights to Mr Robert Brierley (and/or his nominee(s)) on the terms and conditions set out in the Explanatory Statement accompanying this Notice."

Voting Exclusion

The Company will disregard any votes cast in favour of Resolution 1 by or on behalf of any person referred to in ASX Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan (including Robert Brierley) or any of their respective associates.

However, the Company need not disregard a vote cast in favour of this Resolution if it is cast by:

(a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or

(b) the Chair of the meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or

(c) a holder acting solely in a nominee, trustee custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

    (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

    (ii) the holder votes on the Resolution in accordance with the directors given by the beneficiary to the holder to vote in that way.

Voting prohibition statement

The Company will disregard any votes cast on the Resolution in any capacity by or on behalf of either:

(a) a member of KMP of the Company, details of whose remuneration are included in the Remuneration Report; or

(b) a Closely Related Party of such a member,

unless it is cast by:

(c) a person as a proxy for a person entitled to vote on the Resolution appointed by writing that specifies the way the proxy is to vote on the Resolution; or

(d) the Chair as proxy for a person entitled to vote of the Resolution and the proxy appointment:

(i) does not specify the way the proxy is to vote on the Resolution; and

(ii) expressly authorises the Chair to exercise the proxy even though the Resolution is connected directly or indirectly with the remuneration of a member of the KMP.

Further, in accordance with section 200E(2A) of the Corporations Act, a vote on Resolution 1 must not be cast (in any capacity) by or on behalf of Mr Robert Brierley (and his nominees) or any of their respective associates.

However, a vote may be cast by such a person if:

(a) the person is appointed as proxy by writing that specifies the way the proxy is to vote on the Resolution; and

(b) it is not cast on behalf of Mr Brierley (or his respective nominees) or an associate of those persons.

Further, in accordance with section 224 of the Corporations Act, a vote on this Resolution must not be cast (in any capacity) by or on behalf of a related party of the Company to whom the Resolution would permit a financial benefit to be given, or an associate of such a related party.

However, the above prohibition does not apply if:

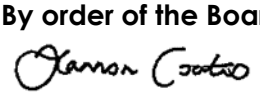
(a) it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on the Resolution; and

(b) it is not cast on behalf of a related party of the Company to whom the Resolution would permit a financial benefit to be given, or an associate of such a related party.

Please note: If the Chair is a person referred to in the section 224 Corporations Act voting prohibition statement above, the Chair will only be able to cast a vote as proxy for a person who is entitled to vote if the Chair is appointed as proxy in writing and the Proxy Form specifies how the proxy is to vote on the relevant Resolution.

If you purport to cast a vote other than as permitted above, that vote will be disregarded by the Company (as indicated above) and you may be liable for breaching the voting restrictions that apply to you under the Corporations Act.

Dated: 10 May 2021
By order of the Board



Shannon Coates
Company Secretary

EXPLANATORY STATEMENT

This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolution.

2. RESOLUTION 1 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO MANAGING DIRECTOR – ROBERT BRIERLEY

2.1 General

With Fenix Resources Ltd having achieved stable operations ahead of schedule, the Company is looking to the next stage to achieve sustainable development and add to shareholder wealth.

As an integral step in this objective, the Company has agreed, subject to obtaining Shareholder approval, to issue 6,000,000 Performance Rights to Managing Director, Mr Robert Brierley (and/or his nominees) pursuant to the Fenix Resources Limited Employee Securities Incentive Plan (the **Plan**) and on the terms and conditions set out below (the **Issue**). The Performance Rights are to be issued under the Plan, which was approved by Shareholders at the Company's annual general meeting held on 9 November 2020.

The Plan was proposed, and subsequently approved by shareholders, to provide a framework by which the Company may issue Equity Securities to attract, motivate and retain key Directors, employees and consultants and provide them with the opportunity to participate in the future growth of the Company. The Performance Rights are intended to provide a long-term incentive to the Managing Director which is consistent with the strategic goals and targets of the Company and aligned with the interests of Shareholders.

Under the Plan, the Board may offer to eligible persons the opportunity to subscribe for such number of Equity Securities in the Company as the Board may decide and on the terms set out in the rules of the Plan, a summary of the key terms and conditions of which is in Schedule 1.

The Company is of the view that the proposed issue of the Performance Rights will provide a means to further motivate and reward the Managing Director for achieving specified performance milestones within a specified performance period. The Board considers the granting of the Performance Rights to be a cost-effective reward for the Company to appropriately incentivise Mr Brierley and is consistent with the strategic goals and targets of the Company and aligned with the interests of shareholders.

2.2 Listing Rule 10.14

Listing Rule 10.14 provides that a listed company must not permit any of the following persons to acquire Equity Securities under an employee incentive scheme:

(a) a director of the Company (Listing Rule 10.14.1);
(b) an associate of a director of the Company (Listing Rule 10.14.2); or
(c) a person whose relationship with the Company or a person referred to in Listing Rule 10.14.1 or 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by its Shareholders (Listing Rule 10.14.3),

without the approval of the holders of its ordinary securities.

The proposed Issue pursuant to Resolution 1 falls within Listing Rule 10.14.1, given Mr Brierley is a Director of the Company. It therefore requires the approval of the Company's Shareholders under Listing Rule 10.14.

As Shareholder approval is sought under Listing Rule 10.14, approval under Listing Rule 7.1 or 10.11 is not required.

If Resolution 1 is passed, the Company will be able to proceed with the Issue of Performance Rights to Mr Robert Brierley (and/or his nominees).

If Resolution 1 is not passed, the Company will not be able to proceed with the Issue of Performance Rights to Mr Robert Brierley (and/or his nominees) and the Company will need to consider alternate arrangements, which may include a cash payment made in accordance with the Company's ordinary remuneration process.

Set out below are the terms and conditions of the Performance Rights to be issued to the Mr Brierley in accordance with Resolution 1, along with further information required to be provided by the Listing Rules and the Corporations Act.

2.3 Terms and conditions of Performance Rights

The Performance Rights will be issued pursuant to and in accordance with the Plan, as summarised in Schedule 1, and will be subject to terms and conditions which include that the Performance Rights:

- are not transferable (and consequently will not be quoted on ASX or any other exchange);
- do not confer any right to vote, except as otherwise required by law;
- do not confer any entitlement to a dividend, whether fixed or at the discretion of the Directors;
- do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise;
- do not confer any right to participate in the surplus profit or assets of the Company upon a winding up; and
- do not confer any right to participate in new issues of securities such as bonus issues or entitlement issues,

unless and until the applicable Performance Milestone is achieved and the Performance Right is converted into a Share.

The Performance Rights will be subject to a "change of control" provision such that if a change of control event occurs in relation to the Company (as defined in Schedule 1), or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the Performance Rights will be dealt with, including, without limitation, in a manner that allows the holder to participate in and/or benefit from any transaction arising from or in connection with the change of control event.

If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of the holder of the Performance Rights will be

changed to the extent necessary to comply with the Listing Rules applicable to a reorganisation of capital at the time of the reorganisation. If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of the Performance Rights is entitled, upon exercise of the Performance Rights, to receive an allotment of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Performance Rights are exercised.

The Performance Rights will also be subject to the achievement of certain Performance Milestones as set out below.

The Performance Rights will vest for nil consideration upon the achievement of the following four Performance Milestones, subject to Mr Brierley remaining Managing Director at the end of the Performance Period, being 30 June 2022. No amount will be payable by Mr Brierley (or his nominees) upon the issue, exercise or vesting of the Performance Rights.

Performance Milestone	Maximum Performance Rights Vesting	Total LTI (%)
Iron Ore Resource Growth	3,000,000	50%
Sales Tonnage Growth	3,000,000	50%

Each Performance Right represents a right to acquire one Share upon vesting, subject to the terms and conditions of the Plan. If a Performance Milestone is not achieved during the relevant Performance Period, the related Performance Rights will lapse. Each of the Performance Rights have an expiry date of twelve months following the date of vesting.

Other than as set out below, the Performance Rights issued to Mr Brierley are not subject to any further discretionary conditions that may be imposed in accordance with the Plan.

The Performance Milestones are explained in more detail below.

2.3.1 Performance Milestone 1 – Resource Growth

(a) Up to a total of 3,000,000 Performance Rights will vest upon the Company defining additional iron ore Mineral Resources, including additional resources added to the Company's existing Iron Ridge deposit, prior to completion of the Performance Period. The total number of Performance Rights to vest pursuant to Performance Milestone 1 will be subject to the total volume and grade of new Mineral Resources defined during the Performance Period, on the following basis:

Total Additional Resources (Mt)	Total Vesting Performance Rights (Min. Grade: 58% Fe)	Total Vesting Performance Rights (Min. Grade: 60% Fe)
3+	0	1,000,000
5+	500,000	1,000,000
10+	1,000,000	2,000,000
15+	1,500,000	2,500,000
20+	2,000,000	3,000,000
25+	2,000,000	3,000,000
50+	3,000,000	3,000,000

(b) For the purpose of paragraph (a):

JORC Code means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves, 2012 edition (or the most recent edition when reference is made to it).

Mineral Resources means either an Inferred, Indicated or Measured Mineral Resource Estimate, as defined in accordance with the JORC Code.

Performance Period means the date of grant of the Performance Rights to 30 June 2022.

2.3.2 Performance Milestone 2 – Sales

(a) 3,000,000 Performance Rights will vest upon achieving Sales in the Performance Period greater than 1.66Mt.

(b) For the purpose of paragraph (a):

Sales means, the total volume, measured in wet metric tonnes, of iron ore lump and/or fines sold by the Company at, or above, the Price.

Price means A$128.14, being a price of 15% greater than the price assumed in the Feasibility Study.

Performance Period means 28 February 2021 to 30 June 2022.

Feasibility Study means the Company's feasibility study relating to the Iron Ridge Project as released by the Company on to the ASX Platform on 4 November 2019.

2.4 Section 200E of the Corporations Act

Under section 200B of the Corporations Act, a company may only give a person a benefit in connection with them ceasing to hold a 'managerial or executive office' (as defined in the Corporations Act) if an exemption applies or if the benefit is approved by shareholders in accordance with section 200E of the Corporations Act.

Mr Brierley holds a 'managerial or executive office' as his details are included in the Directors' Report by virtue of being a Director.

Under the terms and conditions of the Plan, under which the Performance Rights the subject of Resolution 1 are proposed to be issued, a vesting condition may, subject to applicable laws, be waived by the Board on such terms and conditions as determined by the Board. Examples of circumstances in which the early vesting of Performance Rights may be permitted at the Board's discretion could include, amongst other things, termination of a participant's employment, engagement or office with the Company due to death, permanent incapacity, mental incapacity, redundancy, resignation, retirement or any other reason the Board decides, or in other circumstances where the Board exercises its discretion to allow early vesting as well as change of control events, notwithstanding that the Company will comply with its obligations under Listing Rules 10.18 and 10.19.

The termination 'benefit' under section 200B of the Corporations Act has a wide operation and relevantly includes, in the context of Resolution 1, the early vesting of the Performance Rights upon the exercise of the Board's discretion or the Board determining to provide that the Performance Rights do not lapse but will continue and be vested in the ordinary course.

Resolution 1 therefore also seeks approval of any termination benefit that may be provided to Mr Brierley under the terms and conditions of the Performance Rights proposed to be issued under Resolution 1.

2.5 Specific information required by section 200E(2) of the Corporations Act

The value of the potential termination benefits cannot be determined in advance. This is because various matters will or are likely to affect that value. In particular, the value of a particular benefit will depend on factors such as the Share price at the time of vesting and the number of Performance Rights that will vest or otherwise be affected. The following additional factors may also affect the benefit's value:

(a) Mr Brierley's length of service and the status of the vesting conditions attaching to the relevant Performance Rights at the time Mr Brierley's employment or office ceases; and

(b) the number of unvested Performance Rights that Mr Brierley (or his nominee) holds at the time he ceases employment or office.

2.6 Chapter 2E of the Corporations Act

For a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

(a) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and

(b) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

Mr Robert Brierley is a related party of the Company by virtue of being Managing Director of the Company.

The Board (other than Mr Brierley) considers that Shareholder approval pursuant to Chapter 2E of the Corporations Act is required in respect of the issue of the Performance Rights to Mr Brierley (and/or his nominees) because the exceptions set out in sections 210 and 216 of the Corporations Act do not apply in the current circumstances.

2.7 Information requirements for Chapter 2E of the Corporations Act

Pursuant to and in accordance with section 219 of the Corporations Act, the following information is provided in relation to the proposed issue of the Performance Rights:

(a) **Identity of the related parties to whom Resolution 1 permit financial benefits to be given**

Refer to Section 2.8(a) below.

(b) **Nature of the financial benefit**

Resolution 1 seeks Shareholder approval to allow the Company to issue the Performance Rights in the amount specified in Section 2.1 above to Mr Brierley (and/or his nominees).

The Performance Rights are to be issued in accordance with the Plan and otherwise on the terms and conditions in Section 2.3.

The Shares to be issued upon conversion of the Performance Rights will be fully paid ordinary shares in the capital of the Company on the same terms and conditions as the Company's existing Shares and will rank equally in all respects with the Company's existing Shares. The Company will apply for official quotation of the Shares on ASX.

(c) **Director recommendations**

The Board, other than Mr Brierley who declines to make a recommendation to Shareholders in relation to Resolution 1 due to his material personal interest in the outcome of the Resolution, recommend that Shareholders vote in favour of the Resolution for the following reasons:

(i) the Issue will provide a means to further motivate and reward Mr Brierley for achieving specified performance milestones within a specified performance period; and

(ii) the Issue is a cost-effective reward for the Company to appropriately incentivise Mr Brierley and is consistent with the strategic goals and targets of the Company and aligned with the interests of Shareholders.

(d) **Valuation of financial benefit**

The Company's valuation of the Performance Rights, and a summary for Mr Brierley, is in Section 2.8(f) below.

(e) **Remuneration of Mr Brierley**

The current total remuneration package for Mr Brierley as at the date of this Notice is set out in Section 2.8(d) below.

(f) **Existing relevant interests of Mr Brierley**

At the date of this Notice, Mr Brierley holds the following relevant interests in Equity Securities of the Company:

Director	Shares	Options	Performance Rights
Robert Brierley[1]	16,750,000	2,000,000	Nil

Note:

1. Securities held as follows:

   (a) 11,500,000 Shares and 2,000,000 Options held by Robert Brierley directly. The 2,000,000 Options are exercisable at $0.08 and expire on 21 November 2021;

   (b) 4,625,000 Shares held by Mr Robert Brierley <Brierley Family A/C>. Mr Brierley is the sole trustee and a beneficiary of the Brierley Family trust; and

   (c) 625,000 Shares held by Mr Robert Brierley and Mrs Mary-Ann Brierley <Brierley Superannuation Fund A/C>. Mr Brierley is a trustee and beneficiary of the Brierley Superannuation Fund trust.

Assuming that Resolution 1 is approved by Shareholders, all of the Performance Rights are issued, vested and exercised into Shares, and no other Equity Securities are issued or exercised, the respective interest of Mr Brierley in the Company would represent approximately 4.81% of the Company's issued Share capital.

(g) **Dilution**

The issue of the Performance Rights will have a diluting effect on the percentage interest of existing Shareholders' holdings if the Performance Rights vest and are exercised. The potential dilution effect is summarised below:

Performance Rights	Dilutionary Effect
Performance Milestone 1	0.64%
Performance Milestone 2	0.64%

The above table assumes the current Share capital structure as at the date of this Notice and that no Shares are issued other than the Shares issued on exercise of the Performance Rights. The exercise of all of the Performance Rights will result in a total dilution of all other Shareholders' holdings of 1.04% on a fully diluted basis (assuming that all Options and Performance Rights on issue in the capital of the Company are exercised). The actual dilution will depend on the extent that additional Shares are issued by the Company.

(h) **Trading history**

The highest and lowest closing market sale prices of the Shares on ASX during the 12 months prior to the date of this Notice were:

Highest: $0.375 per Share on 29 April 2021

Lowest: $0.049 per Share on 12 May 2020

The latest available closing market sale price of the Shares on ASX prior to the date of this Notice was $0.355 per Share on 7 May 2021.

(i) **Corporate Governance**

Robert Brierley is an Executive Director of the Company and therefore the Board believes that the grant of the Performance Rights is in line with Recommendation 8.2 of the 4th Edition of the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations.

(j) **Taxation consequences**

There are no taxation consequences for the Company arising from the issue of the Performance Rights (including fringe benefits tax).

(k) **Other information**

The Board is not aware of any other information that would be reasonably required by Shareholders to allow them to make a decision whether it is in the best interests of the Company to pass Resolution 1.

2.8 Information requirements for ASX Listing Rule 10.15

In accordance with the requirements of ASX Listing Rule 10.15, the following information is provided for the purposes of Resolution 1:

(a) Resolution 1 seeks Shareholder approval for the issue of Performance Rights to Mr Brierley (and/or his nominees).

(b) Mr Brierley is Managing Director of the Company and therefore falls within Listing Rule 10.14.1, as a Director of the Company.

(c) The total number of Performance Rights proposed to be issued to Mr Brierley (and/or his nominees) is 6,000,000.

(d) Mr Brierley's current total remuneration package is as follows:

Director	Current Remuneration Package			
	Annual Base Salary & Fees	Superannuation (if applicable)	Share based payments	Total Salary and Fees
Mr Robert Brierley	$300,000	$28,500	-	$328,500

1. Mr Brierley currently has a direct and indirect interest in the following Company securities:
   (i) 16,750,000 Shares; and
   (ii) 2,000,000 unlisted Options exercisable at $0.08 each and expiring 21/11/2021

(e) Mr Brierley has not been issued any Equity Securities under the Plan to date.

(f) The Performance Rights are not Shares. A summary of the material terms and conditions of the Plan is included in Schedule 1 and an explanation of the Performance Rights, and details of further specific conditions attaching to the Performance Rights, proposed to be issued under Resolution 1 are set out in the Explanatory Statement above. The Company considers that the Performance Rights to be issued to the Mr Brierley (and/or his nominees) under Resolution 1 to have a total approximate value of $110,250.

The values of the Performance Rights to be issued to Mr Robert Brierley are summarised below:

Performance Milestones	Value Per Instrument	Vesting Probability	Number of Instruments Expected to Vest	Total Value
Milestone 1	$0.2450	5%	150,000	$36,750
Milestone 2	$0.2450	10%	300,000	$73,500

For use in the Explanatory Statement, the Company commissioned the preparation of an independent valuation of the Performance Rights. The value of the Performance Rights was determined according to AASB 2: *Share Based Payments* at a deemed grant date of 12 April 2021.

The Performance Rights subject to Milestone 1 and Milestone 2 are based on non-market vesting conditions and were valued using the share price at grant date, being $0.245 as at 12 April 2021, adjusted for the estimated probabilities of achieving Milestone 1 and Milestone 2.

The estimated probabilities of achieving Milestone 1 and Milestone 2 are as follows:

Performance Milestones	Vesting Probability
Milestone 1	5%
Milestone 2	10%

(g) The Board considers that Performance Rights, rather than Shares, are an appropriate form of incentive on the basis that:

(i) the Performance Rights retain and reward Mr Brierley for the achievement of non-financial, long-term business objectives;

(ii) Shareholders can readily ascertain and understand the Performance Hurdles which are required to be satisfied for the Performance Rights to vest and the number of Shares to which they relate (i.e. each Performance Right is a right to be issued one Share upon the satisfaction of the relevant Performance Hurdles);

(iii) Mr Brierley will only obtain the value of the Performance Rights and exercise the Performance Rights into Shares upon satisfaction of the relevant Performance Hurdles; and

(iv) Performance Rights are simple to understand (i.e. each Performance Right is a right to one Share), likely to be highly valued by executives (and therefore retentive and incentivising) and are designed to attract, retain and reward quality executives for successfully delivering long objectives of the Company.

(h) The Performance Rights will be issued to Mr Brierley (and/or his nominees) as soon as practicable following Shareholder approval, but no later than 3 years after the date of the Meeting.

(i) No amount is payable by Mr Brierley (and/or his nominees) for the grant of the Performance Rights proposed to be issued under Resolution 1 and no amount is payable on the vesting or exercise of any such Performance Rights.

(j) A summary of the material terms of the Plan is included in Schedule 1.

(k) No loan will be made to Mr Brierley (and/or his nominees) in respect to the Performance Rights.

(l) Details of the Performance Rights issued under Resolution 1, along with any other securities issued under the Plan, will be published in the Annual Report of the Company relating to the period in which they are issued (being the Annual Report for FY21 with respect to the Performance Rights issued under Resolution 1, along with a statement that they were issued under approval obtained under Listing Rule 10.14. Any additional persons covered by Listing Rule 10.14 who become entitled to participate in any issue of securities under the Plan after this Resolution is passed and who was not named in this Notice will not participate in the Plan until approval is obtained under that rule.

(m) Voting exclusion statements in respect of Resolution 1 is included in the Notice.

2.9 Board recommendation

The Board (other than Mr Brierley given his interest in the outcome of Resolution 1) has considered the corporate governance issues relevant to executive compensation arrangements, including the ASX Corporate Governance Council's "Principles of Good Corporate Governance and Best Practice Recommendations" and has formed the view that the issue of the Performance Rights to Mr Brierley (and/or his nominees) on the terms and conditions set out in this Explanatory Statement are reasonable, that the value and quantum of the Performance Rights are not excessive nor unusual for a company of the Company's size in light of recent market practice of compensation for officers in similar positions and Mr Brierley's importance to the ongoing business operations of the Company.

The Board (other than Mr Brierley given his interest in the outcome of Resolution 1) recommends that Shareholders vote in favour of Resolution 1 for the reasons set out above.

GLOSSARY

$ means Australian dollars.

ASIC means the Australian Securities and Investments Commission.

Associate has the same meaning as in section 12 of the Corporations Act.

ASX means ASX Limited (ACN 008 624 691).

ASX Listing Rules or **Listing Rules** means the Listing Rules of ASX.

Board means the current board of directors of the Company.

Business Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day or a day that ASX declares is not a business day.

Chair means the chair of the Meeting.

Closely Related Party of a member of the KMP means:

(a) a spouse or child of the member;

(b) a child of the member's spouse;

(c) a dependent of the member or the member's spouse;

(d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity;

(e) a company the member controls; or

(f) a person prescribed by the *Corporations Regulations 2001* (Cth) for the purposes of the definition of 'closely related party' in the Corporations Act.

Commencement Date means 2 February 2021.

Company means Fenix Resources Limited (ACN 125 323 622).

Constitution means the Company's constitution.

Control has the same meaning as in section 50AA of the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Directors means the current directors of the Company.

Explanatory Statement means the explanatory statement accompanying the Notice.

Extraordinary General Meeting or **Meeting** means the meeting convened by the Notice.

Equity Securities includes a Share, a right to a Share or Option, an Option, a convertible security and any security that ASX decides to classify as an Equity Security.

Issued Capital means issued Shares from time to time.

KMP has the meaning as given to the term "key management personnel" in the Corporations Act, which includes those persons having authority and responsibility for planning, directing and controlling the activities of a company, or if the company is part of a consolidated entity, of the consolidated entity, either directly or indirectly, including any director (whether executive or otherwise) of the company, or if the company is part of a consolidated entity, of an entity within the consolidated group.

Notice or **Notice of Meeting** means this notice of meeting including the Explanatory Statement and the Proxy Form.

Option means an option to acquire a Share.

Performance Period means the period from Commencement Date to 30 June 2022.

Performance Right means a right granted under the rules of the Plan to acquire one or more shares by transfer or allotment as set out in the relevant Invitation.

Plan means the Company's employee incentive scheme titled " Fenix Resources Limited Employee Securities Incentive Plan", which was approved by Shareholders at the Company's annual general meeting held on 9 November 2020.

Proxy Form means the proxy form accompanying the Notice.

Relevant Interest has the same meaning as in section 9 of the Corporations Act.

Remuneration Report means the remuneration report set out in the Company's annual report for the year ended 30 June 2020.

Resolution means the resolution set out in the Notice.

Section means a section of the Explanatory Statement.

Share means a fully paid ordinary share in the capital of the Company.

Shareholder means a registered holder of a Share.

Takeover Bid has the meaning given to that term in the Corporations Act.

WST means Western Standard Time as observed in Perth, Western Australia.

SCHEDULE 1 - SUMMARY OF EMPLOYEE SECURITIES INCENTIVE PLAN

A summary of the key terms of the Plan is set out below:

(a) (**Eligible Participant**): Eligible Participant means a person that:

(a) is an 'eligible participant' (as that term is defined in ASIC Class Order CO 14/1000) in relation to the Company or an Associated Body Corporate (as that term is defined in ASIC Class Order 14/1000); and

(b) has been determined by the Board to be eligible to participate in the Plan from time to time.

(b) (**Purpose**): The purpose of the Plan is to:

(a) assist in the reward, retention, and motivation of Eligible Participants;

(b) link the reward of Eligible Participants to Shareholder value creation; and

(c) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of Securities.

(c) (**Plan administration**): The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion. The Board may delegate its powers and discretion.

(d) (**Eligibility, invitation and application**): The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an invitation to that Eligible Participant to apply for Securities on such terms and conditions as the Board decides. On receipt of an Invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part. If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation.

(e) (**Grant of Securities**): The Company will, to the extent that it has accepted a duly completed application, grant the Participant the relevant number of Securities, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.

(f) (**Terms of Convertible Securities**): Each 'Convertible Security' represents a right to acquire one or more Shares (for example, under an option or performance right), subject to the terms and conditions of the Plan. Prior to a Convertible Security being exercised a Participant does not have any interest (legal, equitable or otherwise) in any Share the subject of the Convertible Security by virtue of holding the Convertible Security. A Participant may not sell, assign, transfer, grant a security interest over or otherwise deal with a Convertible Security that has been granted to them. A Participant must not enter into any arrangement for the purpose of hedging their economic exposure to a Convertible Security that has been granted to them.

(g) (**Vesting of Convertible Securities**): Any vesting conditions applicable to the grant of Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice

will be sent to the Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that Convertible Security will lapse.

(h) (**Exercise of Convertible Securities and cashless exercise**): To exercise a Convertible Security, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise of Convertible Securities (see below), pay the exercise price (if any) to or as directed by the Company, at any time prior to the earlier of any date specified in the vesting notice and the expiry date as set out in the invitation. At the time of exercise of the Convertible Securities, subject to Board approval at that time, the Participant may elect not to be required to provide payment of the exercise price for the number of Convertible Securities specified in a notice of exercise, but that on exercise of those Convertible Securities the Company will transfer or issue to the Participant that number of Shares equal in value to the positive difference between the Market Value of the Shares at the time of exercise and the exercise price that would otherwise be payable to exercise those Convertible Securities.

'Market Value' means, at any given date, the volume weighted average price per Share traded on the ASX over the five trading days immediately preceding that given date, unless otherwise specified in an invitation.

A Convertible Security may not be exercised unless and until that Convertible Security has vested in accordance with the Plan rules, or such earlier date as set out in the Plan rules.

(i) (**Delivery of Shares on exercise of Convertible Securities**): As soon as practicable after the valid exercise of a Convertible Security by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.

(j) (**Forfeiture of Convertible Securities**): Where a Participant who holds Convertible Securities ceases to be an Eligible Participant or becomes insolvent, all unvested Convertible Securities will automatically be forfeited by the Participant, unless the Board otherwise determines in its discretion to permit some or all of the Convertible Securities to vest. Where the Board determines that a Participant has acted fraudulently or dishonestly, or wilfully breached his or her duties to the Group, the Board may in its discretion deem all unvested Convertible Securities held by that Participant to have been forfeited.

Unless the Board otherwise determines, or as otherwise set out in the Plan rules:

(a) any Convertible Securities which have not yet vested will be forfeited immediately on the date that the Board determines (acting reasonably and in good faith) that any applicable vesting conditions have not been met or cannot be met by the relevant date; and

(b) any Convertible Securities which have not yet vested will be automatically forfeited on the expiry date specified in the invitation.

(k) (**Change of control**): If a change of control event occurs in relation to the Company, or the Board determines that such an event is likely to occur, the Board

may in its discretion determine the manner in which any or all of the Participant's Convertible Securities will be dealt with, including, without limitation, in a manner that allows the Participant to participate in and/or benefit from any transaction arising from or in connection with the change of control event.

A "change of control event" means:

(i) a change in Control of the Company;

(ii) where members of the Company approve any compromise or arrangement for the purpose of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other body corporate or bodies corporate (other than a scheme that does not involve a change in the ultimate beneficial ownership of the Company), which will, upon becoming effective, result in any person (either alone or together with its Associates) owning more than fifty per cent (50%) of Issued Capital;

(iii) where a person becomes the legal or the beneficial owner of, or has a Relevant Interest in, more than fifty per cent (50%) of Issued Capital;

(iv) where a person becomes entitled to acquire, hold or has an equitable interest in more than fifty per cent (50%) of Issued Capital; and

(v) where a Takeover Bid is made to acquire more than fifty per cent (50%) of Issued Capital (or such lesser number of Shares that when combined with the Shares that the bidder (together with its Associates) already owns will amount to more than 50% of Issued Capital) and the Takeover Bid becomes unconditional and the bidder (together with its Associates) has a Relevant Interest in more than 50% of Issued Capital,

but, for the avoidance of doubt, does not include any internal reorganisation of the structure, business and/or assets of the Company and its associated bodies corporate.

(l) (**Rights attaching to Plan Shares**): All Shares issued under the Plan, or issued or transferred to a Participant upon the valid exercise of a Convertible Security, (**Plan Shares**) will rank pari passu in all respects with the Shares of the same class. A Participant will be entitled to any dividends declared and distributed by the Company on the Plan Shares and may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares. A Participant may exercise any voting rights attaching to Plan Shares.

(m) (**Disposal restrictions on Plan Shares**): If the invitation provides that any Plan Shares are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction.

For so long as a Plan Share is subject to any disposal restrictions under the Plan, the Participant will not:

(a) transfer, encumber or otherwise dispose of, or have a security interest granted over that Plan Share; or

(b) take any action or permit another person to take any action to remove or circumvent the disposal restrictions without the express written consent of the Company.

(n) (**Adjustment of Convertible Securities**): If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the

rights of each Participant holding Convertible Securities will be changed to the extent necessary to comply with the Listing Rules applicable to a reorganisation of capital at the time of the reorganisation. If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Convertible Securities is entitled, upon exercise of the Convertible Securities, to receive an allotment of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Convertible Securities are exercised. Unless otherwise determined by the Board, a holder of Convertible Securities does not have the right to participate in a pro rata issue of Shares made by the Company or sell renounceable rights.

(o) (**Participation in new issues**): There are no participation rights or entitlements inherent in the Convertible Securities and holders are not entitled to participate in any new issue of Shares of the Company during the currency of the Convertible Securities without exercising the Convertible Securities.

(p) (**Amendment of Plan**): Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.

No amendment to any provision of the Plan rules may be made if the amendment materially reduces the rights of any Participant as they existed before the date of the amendment, other than an amendment introduced primarily for the purpose of complying with legislation or to correct manifest error or mistake, amongst other things, or is agreed to in writing by all Participants.

(q) (**Plan duration**): The Plan continues in operation until the Board decides to end it. The Board may from time to time suspend the operation of the Plan for a fixed period or indefinitely and may end any suspension. If the Plan is terminated or suspended for any reason, that termination or suspension must not prejudice the accrued rights of the Participants.

If a Participant and the Company (acting by the Board) agree in writing that some or all of the Securities granted to that Participant are to be cancelled on a specified date or on the occurrence of a particular event, then those Securities may be cancelled in the manner agreed between the Company and the Participant.

Fenix Resources Limited | ACN 125 323 622

Proxy Voting Form

If you are attending the meeting in person, please bring this with you for Securityholder registration.

Holder Number:

Your proxy voting instruction must be received by **10.00am (WST) on Wednesday, 16 June 2021,** being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

Complete the form overleaf in accordance with the instructions set out below.

YOUR NAME AND ADDRESS

The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: **https://investor.automic.com.au/#/home** Shareholders sponsored by a broker should advise their broker of any changes.

STEP 1 – APPOINT A PROXY

If you wish to appoint someone other than the Chair of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chair of the Meeting will be appointed as your proxy by default.

DEFAULT TO THE CHAIR OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chair of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chair of the Meeting will be voted according to the instructions set out in this Proxy Voting Form, including where the Resolutions are connected directly or indirectly with the remuneration of KMP.

STEP 2 - VOTES ON ITEMS OF BUSINESS

You may direct your proxy how to vote by marking one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

APPOINTMENT OF SECOND PROXY

You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

SIGNING INSTRUCTIONS

Individual: Where the holding is in one name, the Shareholder must sign.
Joint holding: Where the holding is in more than one name, all Shareholders should sign.
Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.
Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.
Email Address: Please provide your email address in the space provided.

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at https://automic.com.au.

Lodging your Proxy Voting Form:

Online:
Use your computer or smartphone to appoint a proxy at https://investor.automic.com.au/#/loginsah
or scan the QR code below using your smartphone
Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.

BY MAIL:
Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:
Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:
meetings@automicgroup.com.au

BY FACSIMILE:
+61 2 8583 3040

All enquiries to Automic:
WEBCHAT: https://automicgroup.com.au/

PHONE: 1300 288 664 (Within Australia)
+61 2 9698 5414 (Overseas)

STEP 1 - How to vote

APPOINT A PROXY:
I/We being a Shareholder entitled to attend and vote at the General Meeting of Fenix Resources Limited, to be held at **10.00am (WST) on Friday, 18 June 2021 at Grant Thornton, Level 43, Central Park, 152 – 158 St Georges Terrace, Perth WA 6000** hereby:

Appoint the Chair of the Meeting (Chair) OR if you are not appointing the Chair of the Meeting as your proxy, please write in the box provided below the name of the person or body corporate you are appointing as your proxy or failing the person so named or, if no person is named, the Chair, or the Chair's nominee, to vote in accordance with the following directions, or, if no directions have been given, and subject to the relevant laws as the proxy sees fit and at any adjournment thereof.

The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote.
Unless indicated otherwise by ticking the "for"," against" or "abstain" box you will be authorising the Chair to vote in accordance with the Chair's voting intention.

AUTHORITY FOR CHAIR TO VOTE UNDIRECTED PROXIES ON REMUNERATION RELATED RESOLUTIONS
Where I/we have appointed the Chair as my/our proxy (or where the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolution 1 (except where I/we have indicated a different voting intention below) even though Resolution 1 is connected directly or indirectly with the remuneration of a member of the Key Management Personnel, which includes the Chair.

STEP 2 – Your voting direction

Resolutions	For	Against	Abstain
1. Approval to Issue Performance Rights to Managing Director – Robert Brierley			

STEP 3 – Signatures and contact details

Individual or Securityholder 1	Securityholder 2	Securityholder 3
Sole Director and Sole Company Secretary	Director	Director / Company Secretary

Contact Name:

Email Address:

Contact Daytime Telephone

Date (DD/MM/YY) / /

By providing your email address, you elect to receive all of your communications despatched by the Company electronically (where legally permissible).

AUTOMIC

FEX