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**ARIZONA LITHIUM LIMITED**  
**ACN 008 720 223**  
**NOTICE OF GENERAL MEETING**

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Notice is given that the Meeting will be held at:

**TIME:** 10.00am (WST)  
**DATE:** Tuesday, 30 April 2024  
**PLACE:** The Celtic Club  
48 Ord Street  
West Perth WA 6005

***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 10.00am (WST) on 28 April 2024.***

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## **BUSINESS OF THE MEETING**

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### **AGENDA**

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#### **1. RESOLUTION 1 – APPOINTMENT OF DIRECTOR – VERN LUND**

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

*“That, subject to the passing of Resolution 2 and completion of the Mining Services Agreement, for the purposes of Section 15.3 of the Constitution and for all other purposes, Vern Lund, having consented to act as a director of the Company, be appointed as a director of the Company.”*

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#### **2. RESOLUTION 2 – APPROVAL TO ISSUE SHARES TO NAVAJO TRANSITIONAL ENERGY COMPANY, LLC**

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

*“That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue 424,242,424 Shares to Navajo Transitional Energy Company, LLC on the terms and conditions set out in the Explanatory Statement.”*

A voting exclusion statement applies to this Resolution. Please see below.

## Voting Exclusion Statement

In accordance with Listing Rule 14.11, the Company will disregard any votes cast in favour of the resolution set out below by or on behalf of the following persons:

### Resolution 2 – Approval to issue Shares to Navajo Transitional Energy Company, LLC

A person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) (namely NTEC) or an associate of that person (or those persons).

However, this does not apply to a vote cast in favour of the Resolution by:

- (a) a person as a 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 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 directions given by the beneficiary to the holder to vote in that way.

## Voting by proxy

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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 two (2) or more votes may appoint two (2) proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the member appoints two (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.

Shareholders and their proxies should be aware that:

- if proxy holders vote, they must cast all directed proxies as directed; and
- any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

## Voting in person

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

***Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary, Shaun Menezes, on (08) 6313 3936.***

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# EXPLANATORY STATEMENT

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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 Resolutions.

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## 1. BACKGROUND TO RESOLUTIONS 1 AND 2

### 1.1 Background

As announced on 11 March 2024, the Company entered into a mining services agreement (**Mining Services Agreement**) with Navajo Transitional Energy Company, LLC, a limited liability company wholly owned by the Navajo Nation (**NTEC**).

Under the Mining Services Agreement, NTEC will apply their extensive experience in permitting and mining operations to the development of the Company's Big Sandy Lithium Project in Arizona (**Project**), and subsequent lithium production at the project (**Services**).

Pursuant to the Mining Services Agreement, NTEC is entitled to appoint one person to the Board. NTEC has elected that Vern Lund, Chief Executive Officer of NTEC, join the Company's Board (being the subject of Resolution 1).

Additionally, the Company has agreed to issue 424,242,424 Shares at a deemed issue price of \$0.075 per Share in consideration for the Services provided by NTEC (**NTEC Shares**) (being the subject of Resolution 2).

The NTEC Shares will be issued following Shareholder approval and will be subject to voluntary escrow under a voluntary escrow deed (**Escrow Deed**). The NTEC Shares will be released from escrow following satisfaction of various milestones (as set out in Schedule 1 of this Notice) (**Milestones**).

The Board recommends that Shareholders approve Resolutions 1 and 2.

Further information relating to the Mining Services Agreement is set out in the announcements dated 11 March 2024 and 12 March 2024.

### 1.2 Material terms of the Mining Services Agreement

The material terms of the Mining Services Agreement are set out below:

|                      |   |
|----------------------|---|
| <b>Parties</b>       | The Company and NTEC  |
| <b>Purpose</b>       | The Company has engaged the services and expertise of NTEC to undertake various work requirements and activities to progress exploration and development of the Big Sandy Project, including but not limited to, community engagement, obtaining permitting requirements, mine design, exploration drilling, baseline studies, environmental assessments, construction and contract mining operations ( <b>Work Requirements</b> ). |
| <b>Consideration</b> | The Company has agreed to issue NTEC 424,242,424 Shares at a deemed issue price of \$0.075 per Share, which will be subject to escrow and other restrictions pursuant to a voluntary escrow deed executed by NTEC and the Company.  |

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|---|---|
|   | <p>Upon the relevant milestone completion date for a Work Requirement, the Company will release that number of Shares from escrow corresponding to the relevant Work Requirement in accordance with the Mining Services Agreement.</p> <p>The Milestones are set out in Schedule 1 of this Notice.</p>  |
| <b>Conditions Precedent</b>                 | The Mining Services Agreement is subject to and conditional upon NTEC completing procedures to grant limited waivers of sovereign immunity to the Company.  |
| <b>Term and Termination</b>                 | <p>The Mining Service Agreement will remain in force from the date of execution until the earlier of:</p> <p>(a) the date that is 5 years from the date of execution and for so long as NTEC continues to perform the Work Requirements; and</p> <p>(b) the termination of the Mining Services Agreement</p>  |
| <b>Effect of Termination</b>                | <p>(a) If by mutual agreement, or by NTEC for cause, or by NTEC, AZL or Big Sandy other than for cause, or by automatic termination in the event of a scheme or takeover bid: AZL and Big Sandy shall reimburse NTEC for the full amount of all expenditures incurred by NTEC toward all unsatisfied Milestones as of the termination date, payable at NTEC's election in cash, via the release, of the applicable number of NTEC Shares, under and in accordance with the Escrow Deed, or a combination of cash and such a release of NTEC Shares, which election must be provided by NTEC to AZL no later than the termination date of the Mining Services Agreement and, NTEC may elect to make an Acceleration Payment.</p> <p>(b) If by AZL or Big Sandy for cause, NTEC shall not be entitled to reimbursement of expenditures incurred toward unsatisfied Milestones as of the termination date.</p> <p>(The termination events above are to be referred to as '<b>Qualifying Events</b>')</p> |
| <b>Effect of Delays</b>                     | If NTEC's performance of the Work Requirements is delayed for a period of six (6) months or more the Parties agree that NTEC (in its sole discretion) may elect in writing to either obtain reimbursement from AZL or Big Sandy payable in cash, or to have the relevant number of NTEC Shares released from escrow under and in accordance with the Escrow Deed, in either case for the full amount of all expenditures incurred by NTEC toward all unsatisfied Milestones.  |
| <b>Failure to satisfy Work Requirements</b> | NTEC's failure to satisfy one Work Requirement or achieve one Milestone will not invalidate the release of the NTEC Shares from escrow in connection with the prior or subsequent satisfaction of one or more other Work Requirements or Milestones.  |
| <b>Acceleration Payments</b>                | NTEC may, following its receipt of written notice of a Qualifying Event ( <b>Acceleration Notice</b> ), at its sole option, pay   |

|   |  |
|---|--|
| <p><b>upon a Qualifying Event</b></p>           | <p>to AZL an amount equal to the difference between (i) the NTEC Spend for the applicable Qualifying Event Work Requirement minus (ii) the amount of all expenditures incurred by NTEC with respect to such Qualifying Event Work Requirement through the date of the Acceleration Notice (<b>Acceleration Payment</b>).</p> <p><b>“Qualifying Event Work Requirement”</b> means the one Work Requirement for which NTEC may deliver an Acceleration Notice and make an Acceleration Payment with respect to a Qualifying Event. The Qualifying Event Work Requirement for the Qualifying Event shall be the Work Requirement with the earliest “targeted completion date” (as set forth in Schedule 1 of this Notice) for which, as of the date of the Acceleration Notice, expenditures have been incurred by NTEC, but for which the applicable NTEC Spend has not then been fully met.</p> |
| <p><b>Call option under the Escrow Deed</b></p> | <p>Upon termination of the Mining Services Agreement, but subject to the rights and entitlements of NTEC, if there are any NTEC Shares remaining subject to escrow restrictions, AZL may elect, in its sole discretion, to enter into a selective buy back agreement with the holder for the Company to buy back and cancel any remaining NTEC Shares from the holder for nominal consideration, subject to the Company obtaining shareholder approval.</p>  |
| <p><b>NTEC Board Representative</b></p>         | <p>Vern Lund, Chief Executive Officer of NTEC will join the Company’s Board.</p>   |

The Mining Services Agreement otherwise contains provisions considered standard for an agreement of its nature (including representations and warranties, confidentiality provisions and change of control provisions).

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## 2. RESOLUTION 1 – APPOINTMENT OF DIRECTOR – VERN LUND

### 2.1 General

The Company's Constitution provides that the Company may elect a person as a director by resolution passed at a general meeting.

Vern Lund seeks election from the Shareholders to be appointed as Non-Executive Director of the Company.

Mr Lund's appointment as a director is subject to and conditional upon the passing of Resolution 2 and completion under the Mining Services Agreement, including the Company issuing the NTEC Shares to NTEC (being the subject of Resolution 2) and satisfaction of the condition precedent under the Mining Services Agreement.

Pursuant to the Mining Services Agreement, if Shareholders do not approve the appointment of Mr Lund under Resolution 1, NTEC will have the right, but not the obligation, to appoint a replacement Board nominee and the Company shall procure the appointment of such nominee as a director of the Company as soon as practicable after receiving notice from NTEC, subject to the Company receiving a signed consent to act from the replacement nominee.

## **2.2 General**

Mr Vern Lund commenced his career at North American Coal, where he worked for over 25 years, holding various technical, operational management, and executive positions. He graduated from North Dakota State University with a B.S. in Civil Engineering, and from Auburn University with an MBA.

Mr Lund is a seasoned coal executive with more than 25 years of experience in operational management, business development, and new project development. Prior to joining NTEC, Mr Lund served as Vice President of Engineering and Business Development for North American Coal from 2017 – 2021.

Mr Lund is registered as a professional engineer. In addition to executive roles, Mr Lund has extensive field experience at five different mining operations. He is experienced in all aspects of operations; business development/contract negotiations; new project development including engineering design, permitting, and construction; mine management; and executive oversight of multiple operations.

## **2.3 Independence**

Mr Lund has no interests, position or relationship that might influence, or reasonably be perceived to influence, in a material respect his capacity to bring an independent judgement to bear on issues before the Board and to act in the best interest of the Company as a whole rather than in the interests of an individual security holder or other party.

If elected the Board considers Mr Lund will be an independent Director.

## **2.4 Board recommendation**

The Board supports the election of Mr Lund and recommends that Shareholders vote in favour of Resolution 1.

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## **3. RESOLUTION 2 – APPROVAL TO ISSUE SHARES TO NAVAJO TRANSITIONAL ENERGY COMPANY, LLC**

### **3.1 Background**

As set out in Section 1.1, the Company seeks Shareholder approval to issue 424,242,424 NTEC Shares to NTEC for the purposes of Listing Rule 7.1 (being the subject of Resolution 2).

### **3.2 Listing Rule 7.1**

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary shares it had on issue at the start of that period.

The proposed issue of the NTEC Shares falls within exception 17 of Listing Rule 7.2. It therefore requires the approval of Shareholders under Listing Rule 7.1.

### **3.3 Technical information required by Listing Rule 14.1A**

If Resolution 2 is passed, the Company will be able to proceed with the issue of the NTEC Shares. In addition, the issue of the NTEC Shares will be excluded from

the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolution 2 is not passed, the Company will not be able to proceed with the issue of the NTEC Shares. Unless otherwise varied by agreement, the Mining Services Agreement may then be terminated, and the Company may be in breach of the contract. Additionally, in the event that the Mining Services Agreement is terminated, the Company may need to find an alternative party or means to carry out the similar services on the Big Sandy Project which may not be on similar satisfactory terms as the Mining Services Agreement.

Resolution 2 seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of the NTEC Shares.

### **3.4 Technical information required by Listing Rule 7.1**

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to Resolution 2:

- (a) the NTEC Shares will be issued to NTEC;
- (b) in accordance with paragraph 7.2 of ASX Guidance Note 21, the Company confirms although NTEC will be issued more than 1% of the issued capital of the Company, NTEC is not a related party of the Company, members of the Company's Key Management Personnel, substantial holder of the Company, adviser of the Company or an associate of any of these parties;
- (c) the maximum number of NTEC Shares to be issued is 424,242,424. The NTEC Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (d) the NTEC Shares will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is intended that issue of the NTEC Shares will occur on the same date;
- (e) the NTEC Shares will be issued for nil issue price (at a deemed issue price of \$0.075 per NTEC Share), in consideration for the Services;
- (f) the purpose of the issue of the NTEC Shares is to satisfy the Company's obligations under the Mining Services Agreement;
- (g) the NTEC Shares are being issued to NTEC under the Mining Services Agreement. A summary of the material terms of the Mining Services Agreement is set out in Section 1.2; and
- (h) the NTEC Shares are not being issued under, or to fund, a reverse takeover.



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## GLOSSARY

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**\$** means Australian dollars.

**ASIC** means the Australian Securities & Investments Commission.

**ASX** means ASX Limited (ACN 008 624 691) or the financial market operated by ASX Limited, as the context requires.

**Big Sandy Project** means the Company's lithium project located in North America.

**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, and any other day that ASX declares is not a business day.

**Chair** means the chair of the Meeting.

**Company** or **AZL** means Arizona Lithium Limited (ACN 008 720 223).

**Constitution** means the Company's constitution.

**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.

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

**Key Management Personnel** has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, 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.

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

**Mining Services Agreement** has the meaning given in Section 1.1.

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

**NTEC** means Navajo Transitional Energy Company, LLC, a limited liability company wholly owned by the Navajo Nation.

**NTEC Shares** has the meaning given in Section 1.1.

**Proxy Form** means the proxy form accompanying the Notice.

**Resolutions** means the resolutions set out in the Notice, or any one of them, as the context requires.

**Section** means a section of the Explanatory Statement.

**Services** has the meaning given in Section 1.1.

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

**Shareholder** means a registered holder of a Share.

**USD\$** means the legal currency in the United States of America.

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

## SCHEDULE 1 MINING SERVICES AGREEMENT MILESTONES

| No. | Work Requirement                             | NTEC Spend \$ USD | Milestone  | Targeted Completion Date <sup>1</sup>       | Number of Shares Released from Escrow Upon Satisfaction of Milestone |
|-----|--|-------------------|--|---|--|
| 1.  | Community Engagement with BLM and Hualapai   | USD\$292,293      | NTEC sends letter to Hualapai requesting engagement and to all other designated tribal TIPOs and physical meeting between the parties is held. | Completed, subject to shareholder approval. | 5,904,905  |
| 2.  | Completion of NTEC Due Diligence             | USD\$278,120      | Final execution of AZL/NTEC Mining Services Agreement and related agreements.  | Completed, subject to shareholder approval. | 5,618,586  |
| 3.  | Mine Planning – Conceptual Study             | USD\$252,597      | AZL acceptance and approval of Class 5 Mine Plan (Preliminary Economic Assessment).  | 24 May 2024                                 | 5,102,971  |
| 4.  | Plan of Operations – BLM                     | USD\$344,078      | Submission of plan to BLM and acceptance by BLM as complete.   | 1 May 2024                                  | 6,954,074  |
| 5.  | Mine Planning – Prefeasibility Study         | USD\$1,146,927    | AZL acceptance and approval of Class 4 Mine Plan.  | 26 May 2025                                 | 23,170,248   |
| 6.  | Mine Planning – Definitive Feasibility Study | USD\$1,583,852    | AZL acceptance and Approval of Class 3 Mine Plan.  | 27 April 2026                               | 31,997,009   |
| 7.  | Phase 3 Exploration Drilling Program         | USD\$4,703,958    | Completion of BLM-approved drill program and delivery of final drill results to AZL.   | 8 August 2026                               | 95,029,461   |
| 8.  | Baseline Studies                             | USD\$5,937,151    | Completion of Baseline Studies; BLM acceptance of submission obtained.   | 31 August 2026                              | 119,942,442  |
| 9.  | Mine Planning – Detailed Engineering         | USD\$ 3,276,935   | Completion of Class 2 Mine Plan and approval by AZL.   | 29 March 2027                               | 66,200,708   |

| No. | Work Requirement                                  | NTEC Spend \$ USD      | Milestone   | Targeted Completion Date <sup>1</sup> | Number of Shares Released from Escrow Upon Satisfaction of Milestone |
|-----|---|------------------------|---|---------------------------------------|--|
| 10. | Water, Air, Reclamation Permits                   | USD\$1,092,292         | Approval obtained of all required permits necessary for mining operations and activities under the Plan of Operations   | 6 July 2027                           | 22,066,504   |
| 11. | Environmental Impact Statement                    | USD\$1,092,312         | Publication date of Draft EIS & Notice of Availability in the Federal Register  | 30 August 2027                        | 22,066,903   |
| 12. | Preparation for Mine Construction and Procurement | USD\$999,485           | Completion of opening construction ceremony with AZL, NTEC, and government officials; such date to be confirmed by AZL. | 20 November 2028                      | 20,191,616   |
|     | <b>Total expenditure commitment</b>               | <b>USD\$21,000,000</b> |   | <b>Total shares</b>                   | <b>424,242,424</b>   |

**Note:**

1. NTEC has agreed to perform and use commercially reasonable efforts to satisfy the Work Requirements on or before the Target Completion Date. The Target Completion Date is not a deadline for when the Milestone must be achieved.

Your proxy voting instruction must be received by **10.00am (AWST) on Sunday, 28 April 2024**, 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.**



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