4 September 2026

Mr Jakub Korneluk
Senior Adviser
ASX Limited
Level 40 Central Park
152-158 St Georges Terrace
Perth WA 6000

Dear Jakob

RE: Issue of Restricted Stock Units

FMR Resources Limited (ASX: FMR) (**FMR** or the **Company**) has issued 75,000 Restricted Stock Units (**Units**) to Chilean consultants of the Company under the Company's ASX Listing Rule 7.1 capacity.

The Units are being issued instead of the 75,000 Class H Performance Rights previously announced by the Company on 11 May 2026. Accordingly, no Class H Performance Rights have been or will be issued.

The Units are being issued under similar terms and conditions to Performance Rights issued under the Company's Employee Incentive Securities Plan, and the full terms and conditions of the Units are attached for reference.

An Appendix 3G will be released to the ASX following this announcement.

This announcement has been approved for release by the Board of FMR Resources Limited.

Maddison Cramer
Company Secretary
FMR Resources Limited

Attachment – Terms and conditions of Restricted Stock Units

The following terms and conditions apply to each of the Restricted Stock Units:

1. Entitlement

Subject to the terms and conditions set out below, each Restricted Stock Unit, once vested, entitles the holder to the issue of one fully paid ordinary share in the capital of the Company (**Share**).

2. Quotation of Restricted Stock Units

The Company will not apply for official quotation of the Restricted Stock Units on ASX.

3. Issue Price

The Restricted Stock Units will be issued for cash consideration of A$10.00.

4. Vesting Conditions

Subject to the terms and conditions set out below, the Restricted Stock Units will have the following vesting conditions:

Restricted Stock Units		Vesting conditions
Class	Number	
A	75,000	Upon the Company's Shares achieving a volume weighted average market price ("VWAP") of at least $0.25 per Share calculated over 20 consecutive trading days in which Shares have actually traded on or before the 3rd anniversary of the date of issue.

5. Vesting

Subject to the satisfaction of the Vesting Conditions on the Vesting Date, as determined by the Board in its sole discretion (subject to the ASX Listing Rules), the Company will notify the holder in writing (**Vesting Notice**) that the Vesting Conditions have been satisfied.

6. Expiry Date

The Restricted Stock Units will expire and lapse on the first to occur of the following:

(a) the Restricted Stock Units are not exercised in accordance with these terms before 5pm AWST on the date that is five (5) years from the date of issue; and

(b) the Vesting Conditions becoming incapable of satisfaction as determined by the Board in its discretion,

(**Expiry Date**).

7. Exercise

At any time between receipt of a Vesting Notice and the Expiry Date (as defined in paragraph 6 above), the holder may apply to exercise Restricted Stock Units by delivering a signed notice of exercise to the Company Secretary. The holder is not required to pay a fee to exercise the Restricted Stock Units.

8. Change of control

Unvested Restricted Stock Units automatically vest and are automatically exercised upon the occurrence of a "Change of Control" occurring before the Expiry Date. A "Change of Control" will occur if:

(a) a person who does not Control the Company at the time the Restricted Stock Units are issued achieves Control of more than 50% of the ordinary voting securities in the Company;

(b) a takeover bid under Chapter 6 of the Corporations Act has been made in respect of the Company and:

(i) acceptances for not less than 50.1% of the Company's shares on issue have been received; and

(ii) the bid has been declared unconditional by the bidder; or

(c) a Court grants orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of the Company or its amalgamation with any other company or companies.

9. Malus and clawback

Where, in the opinion of the Board, the Participant:

(a) acts fraudulently or dishonestly;

(b) wilfully breaches their duties to the Company (or any other entity within the same corporate group as the Company);

(c) is responsible for: material financial misstatements; major negligence; significant legal, regulatory and/or policy non-compliance; or a significant harmful act; or

(d) breaches the Company's Code of Conduct,

then the Board may determine that:

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(e) some or all of the Restricted Stock Units will not be issued to the Participant (or his nominee); and/or

(f) the Vesting Condition and/or vesting period applying to the Restricted Stock Units should be reset or altered (as the case may be and subject to compliance with the ASX Listing Rules); and/or

(g) any or all of the unvested, or vested but unconverted, Restricted Stock Units are forfeited and lapse.

10. Issue of Shares

As soon as practicable after the valid exercise of a vested Restricted Stock Unit, the Company will:

(a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled;

(b) instruct the share registry to issue a substitute holding statement for any remaining unexercised Restricted Stock Units held by the holder;

(c) if required, and subject to clause 13, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and

(d) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the ASX Listing Rules.

11. Restrictions on dealings with Shares

If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of the Restricted Stock Units may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act. The Company is authorised by the holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.

12. Ranking

All Shares issued upon the conversion of Restricted Stock Units will upon issue rank equally in all respects with other Shares.

13. Dividend rights

A Restricted Stock Unit does not entitle the holder to any dividends.

14. Transferability of the Restricted Stock Units

The Restricted Stock Units are not transferable, except with the prior written approval of the Board in exceptional circumstances at its sole discretion and subject to compliance with the Corporations Act and ASX Listing Rules.

15. Voting rights

A Restricted Stock Unit does not entitle the holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the ASX Listing Rules where such rights cannot be excluded by these terms.

16. Adjustments for reorganisation

If there is any reorganisation of the issued share capital of the Company, the rights of the Restricted Stock Units holder will be varied in accordance with the ASX Listing Rules.

17. Entitlements and bonus issues

Subject to the rights under paragraph 18, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.

18. Bonus issues

If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment), the number of Shares which must be issued on the exercise of a vested Restricted Stock Unit will be increased by the number of Shares which the holder would have received if the holder had exercised the Restricted Stock Unit before the record date for the bonus issue, so as to preserve the proportionate value of the Restricted Stock Units vis-à-vis the Company's ordinary shares.

19. Return of capital rights

The Restricted Stock Units do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

20. Rights on winding up

The Restricted Stock Units have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.

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21. Takeovers prohibition

(a) The issue of Shares on exercise of the Restricted Stock Units is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and

(b) The Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Restricted Stock Units.

22. Other forfeiture event

21.1 Leaver

Unless the Board determines otherwise in its sole and ultimate discretion, if the Participant ceases to be a representative of at least one subsidiary of the Company:

(a) unvested Restricted Stock Units will automatically be forfeited upon termination; and

(b) vested Restricted Stock Units will automatically be forfeited:

(i) upon removal of representative position, in the case of the Participant being deemed by the Board to be a 'bad' leaver (eg. resignation); and

(ii) 30 days after removal of representative position, in the case of the Participant being deemed by the Board to be a 'good' leaver (eg. retirement, or incapacitation).

21.2 Insolvency

A Restricted Stock Unit held by a person in accordance with these Terms will be forfeited immediately on the date that the Participant becomes Insolvent.

21.3 Restriction of dealing

The Participant (and their Nominee) may not sell, assign, transfer, grant a Security Interest over, collateralise a margin loan against, utilise for the purposes of short selling, enter into a Derivative with reference to, or otherwise deal with a Restricted Stock Unit that has been granted to them. The Restricted Stock Unit is forfeited immediately on purported sale, assignment, transfer, dealing or grant of a Security Interest other than in accordance with the Terms.

21.4 Discretion to determine that the Restricted Stock Units are not forfeited

Notwithstanding the Terms of the Restricted Stock Units (other than paragraph 21.5), the Board may decide (on any conditions which it thinks fit) that some or all of a holder's Restricted Stock

Units will not be forfeited at that time, but will be forfeited at the time and subject to the conditions it may specify by written notice to the holder.

21.5 Voluntary forfeiture

A holder may by written notice to the Company voluntarily forfeit their Restricted Stock Units for no consideration.

23. Prohibition on hedging

The participant must not enter into any arrangement for the purpose of hedging their economic exposure to a Restricted Stock Unit that has been grated to them.

24. Amendments required by ASX

The terms of the Restricted Stock Units may be amended as considered necessary by the Board in order to comply with the ASX Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the ASX Listing Rules, following such amendment, the economic and other rights of the holder are not diminished or terminated in any material respect.

25. Constitution

Upon the issue of the Shares on exercise of the Restricted Stock Units, the holder will be bound by the Company's Constitution.

26. Governing law

(a) These Terms are governed by the laws of Western Australia.

(b) The Participant and his Nominee (if any) submit to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought in connection with these Terms.

27. Definitions

In these Terms, unless the context otherwise requires, the following terms and expressions will have the following meanings:

Associated Entity has the meaning given to that term in section 50AAA of the Corporations Act.

ASX means the ASX Limited (ABN 98 008 624 691) trading as the Australian Securities Exchange or the securities exchange operated by that entity, as appropriate.

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Board means the board of directors of the Company.

Company means FMR Resources Limited (ACN 107 371 497).

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

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

Derivatives includes:

(a) derivatives within the meaning given in section 761D of the Corporations Act (such as options, forward contracts, swaps, futures, warrants, caps and collars); and

(b) any other transaction in financial products which operate to limit (in any way) the economic risk associated with holding the Restricted Stock Units.

Group means the Company and each of its Associated Entities from time to time.

Insolvent A person is Insolvent if:

(a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);

(b) it has had a controller appointed or is in liquidation, in provisional liquidation, under administration, wound up or has had a receiver appointed to any part of its property;

(c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Company);

(d) an application or order has been made (and in the case of the application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is likely to result in any of (a), (b) or (c) above);

(e) it is taken (under s.459F(1) of the Corporations Act) to have failed to comply with a statutory demand);

(f) it is subject to an event described in section 459C(2)(b) or section 585 of the Corporations Act;

(g) it is otherwise unable to pay its debts when they fall due; or

(h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

Security Interest means a mortgage, charge, pledge, lien, encumbrance or other third party interest of any nature.

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