

**Form 604**  
Corporations Act 2001  
Section 671B

**Notice of change of interests of substantial holder**

To Company Name/Scheme DICKER DATA LIMITED (ASX: DDR)

ACN/ARSN 000 969 362

**1. Details of substantial holder (1)**

Name DAVID JOHN DICKER

ACN/ARSN (if applicable) \_\_\_\_\_

There was a change in the interests of the

substantial holder on

05/03/2024

The previous notice was given to the company on

20/12/2023

The previous notice was dated

20/12/2023

**2. Previous and present voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
ORDINAY	112,404,612	62.35% (based on 180,289,482 ordinary shares on issue)	97,785,988	54.77% (based on 180,357,122 ordinary shares on issue)

**3. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
05/03/2024	David John Dicker	Sale of shares pursuant to an underwritten block trade (see Block Trade Agreement in Annexure A')	\$10.90 per share	8,651,041 fully paid ordinary shares	David John Dicker
			\$10.90 per share	- 9,967,583 fully paid ordinary shares	Rodin Ventures Ltd



David Dicker	Fiona Brown and entities controlled by Ms Brown, being at the date of this notice: South Coast Developments Pty Ltd, BTR Investments No. 1 Pty Ltd, and BTR No.2 Pty Ltd	Fiona Brown and entities controlled by Ms Brown, being at the date of this notice the entities referred to across.	Under section 608(1)(b)&(c) and as a consequence of his entry into the Bloc Agreement on 27 October 2010, Mr Dicker acquired a relevant interest in all DDR shares in which Ms Brown has a relevant interest.	55,753,571 FPO	55,753,571
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#### 5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
	No changes in association since last notice

#### 6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
David John Dicker	APARTMENT 701 , KEMPINSKI HOTEL, PALM JUMEIRAH , DUBAI , UAE
Fiona Tudor Brown	411 Range Road, Mittagong, NSW, 2575
Rodin Ventures Limited	PKF Goldsmith Fox Level 1, 100 Moorhouse Avenue Christchurch 8011, New Zealand
South Coast Developments Pty Ltd	238-258 Captain Cook Drive, Kurnell NSW 2231
BTR Investments No. 1 Pty Ltd	Level 11, 1 Margaret Street, Sydney NSW 2000
BTR No.2 Pty Ltd	Level 11, 1 Margaret Street, Sydney NSW 2000

### Signature

print name	David John Dicker	capacity	substantial holder
sign here		date	06/03/2024

#### DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred

to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.

(2) See the definition of "associate" in section 9 of the Corporations Act 2001.

(3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.

(4) The voting shares of a company constitute one class unless divided into separate classes.

(5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

(6) Include details of:

(a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

(b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

(7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

(8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".

(9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

# Annexure A

This is Annexure A of 10 pages referred to in the accompanying Form 604.

**Responsible person:** DAVID DICKER

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**David Dicker**

(In his own capacity and as authorised representative of Rodin Ventures Limited)

Date 06 March 2024

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**David John Dicker**

5 March 2024

Apartment 701  
Kempinski Palm Hotel  
Palm Jumeirah  
Dubai, UAE

**Dear David,****RE: Sale of shares in Dicker Data Limited (ACN 000 969 362) (Company)**

This agreement sets out the terms and conditions upon which David John Dicker and Rodin Ventures Limited (together the **Vendor**) exclusively appoints Barrenjoey Markets Pty Limited ABN 66 636 976 059 (**Lead Manager**) to manage and underwrite the sale of:

- 8,651,041 fully paid ordinary shares in the Company held by or on behalf of David John Dicker; and
- 9,697,583 fully paid ordinary shares in the Company held by or on behalf of Rodin Ventures Limited,

(together the **Sale Securities**) (the **Sale**).

**1.1 (Sale)** the Vendor agrees to sell the Sale Securities pursuant to the terms of this agreement and the Lead Manager agrees to underwrite the Sale by:

- (a) procuring purchasers for the Sale Securities at the price of \$10.90 per Sale Security (**Sale Price**) by conducting a bookbuild as to volume alone; and
- (b) purchasing at the Sale Price per Sale Security those Sale Securities which have not been purchased by third party purchasers (or the Lead Manager's Affiliates) in accordance with clause 1.1(a) as at 9.45am on Wednesday, 6 March 2024 (**Trade Date**).

**1.2 (Allocations)** the parties agree that allocations may be made to, and purchasers may include, the Lead Manager's Affiliates, and may be determined by the Lead Manager in its absolute discretion.

**1.3 (Conduct of Sale)** the Lead Manager will conduct the Sale by way of an offer only to persons:

- (a) if in Australia, who do not need disclosure under Part 6D.2 of the *Corporations Act 2001* (Cth) (**Corporations Act**);
- (b) if in the United States, who the Lead Manager reasonably believes to be dealers or other professional fiduciaries organised or incorporated in the United States that are acting for a discretionary or similar account (other than an estate or trust) held for the benefit or account of persons that are not "US Persons" (as defined in Rule 902(k) under the US Securities Act), for which they have and are exercising investment discretion, within the meaning of Rule 902(k)(2)(i) of Regulation S (**Eligible US Fund Managers**) in compliance with Regulation S under the US Securities Act of 1933, as amended (**US Securities Act**) (**Regulation S**); and
- (c) if outside Australia and the United States, to institutional and professional investors to whom offers for sale of securities may lawfully be made without requiring the delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, any government or any governmental, semi-governmental or judicial, investigative, review or regulatory body (including ASIC, the Australian Tax Office and the Australian Competition and Consumer Commission), authority, tribunal, bureau, municipal, instrumentality or entity in any jurisdiction (**Government Agency**) or a stock exchange (other than any requirement with which the Vendor, in its sole and absolute discretion, is willing to comply).

**1.4 (Conditions to Sale)** the Lead Manager will have no obligations under this agreement unless the Vendor releases, and procures that the Company releases, to ASX Limited (**ASX**) a cleansing notice under sections 708A(5)(e)(ii) and (6) of the Corporations Act, as notionally modified by ASIC Corporations (Sale Offers by Controllers) Instrument 2016/81 (each a **Cleansing Notice**), in respect of the Sale prior to the Settlement Date.

**1.5 (Settlement)** by no later than 9:30am on Friday, 8 March 2024 (the **Settlement Date**) (or such other time and date as agreed between the Vendor and the Lead Manager) the Vendor will deliver the Sale Securities, or will instruct its custodian to deliver the Sale Securities held by its custodian on its behalf, to the Lead Manager or as the Lead Manager directs. The Lead Manager will procure that the Sale of the Sale Securities is effected on the

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Trade Date, by way of one or more special crossings (in accordance with the ASX Operating Rules) at the Sale Price, with settlement of those Sale Securities to follow on the Settlement Date.

- 1.6 (Payment of aggregate price)** by no later than 2.00pm on the Settlement Date, and subject to the delivery of the Sale Securities in accordance with clause 1.5, the Lead Manager must arrange for payment to the Vendor of an amount equal to the Sale Price multiplied by the aggregate number of Sale Securities, less any Fees payable to the Lead Manager pursuant to clause 1.7, by transfer to the Vendor's account (or as the Vendor directs) for value (in cleared funds) against delivery of the Sale Securities being sold by the Vendor.
- 1.7 (Fees)** in consideration for the satisfaction of the lead managing and underwriting obligations under this agreement, the Vendor must pay the Lead Manager an underwriting fee as agreed by the parties ("**Fees**").
- 1.8 (Representations and warranties of the Vendor)** as at the date of this agreement and at all times until all steps in relation to the Sale due on or by the Settlement Date are completed by or on the Settlement Date (**Completion**), each Vendor represents and warrants to the Lead Manager that:
- (a) (**ownership, encumbrances**) the Vendor will transfer (or procure the transfer of) the full legal and beneficial ownership of the Sale Securities free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to registration of the transferee(s) in the register of shareholders of the Company;
  - (b) (**power to sell**) the Vendor has the authority and power to sell the Sale Securities under this agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Sale Securities and the Sale of the Sale Securities will be in compliance with the terms of the Company's securities trading policy;
  - (c) (**Sale Securities**) following the sale by the Vendor, the Sale Securities will rank equally in all respects with all other outstanding ordinary shares of the Company, including any entitlement to dividends or distributions, and may be offered for sale without disclosure to investors under Part 6D.2 of the Corporations Act;
  - (d) (**no inside information**) the Vendor does not possess any information that is not generally available and that a reasonable person would expect to have a material effect on the price or value of the Company's ordinary securities (other than knowledge that the Vendor proposes to enter into one or more transactions or agreements in relation to the Sale Securities pursuant to this agreement) and the Sale will not constitute a violation by it of Division 3 of Part 7.10 of the Corporations Act;
  - (e) (**Cleansing Notice**) each Cleansing Notice is and will be true, complete and accurate and in compliance with all applicable laws, and does not and will not contain any statements which are misleading or deceptive or likely to mislead or deceive (whether by omission or otherwise), and following the issue of such notices, as contemplated by this agreement, the Sale Securities may be offered for sale without disclosure to investors under Part 6D.2 of the Corporations Act;
  - (f) (**information**) all information provided by or on behalf of the Vendor to the Lead Manager, whether verbally or in writing, in relation to the Sale Securities and the Sale is true and correct in all material respects and not misleading or deceptive, whether by omission or otherwise;
  - (g) (**breach of law**) the execution, delivery and performance of this agreement by the Vendor will not infringe any laws, securities exchange listing rules, the constituent documents of the Company or any instrument or agreement to which the Vendor (or its Affiliates) is a party or by which it is bound and it will perform its obligations under this agreement so as to comply in all material respects with the Corporations Act, any financial or economic sanctions, anti-corruption or anti-bribery laws, any applicable money laundering, financing of terrorism and proceeds of crime laws or regulations and any other applicable laws;
  - (h) (**foreign private issuer and no substantial US market interest**) to the knowledge of the Vendor, the Company is a 'foreign private issuer' (as defined in Rule 405 under the US Securities Act) and there is no 'substantial US market interest' (as defined in Rule 902(j) under the US Securities Act) in the Sale Securities or any security of the same class or series as the Sale Securities; and
  - (i) (**no directed selling efforts**) with respect to those Sale Securities sold in reliance on Regulation S, none of it, any of its Affiliates that it controls or any person acting on behalf of any of them (other than the Lead Manager and its Affiliates and any person acting on behalf of any of them, as to whom the Vendor makes no representation) has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the US Securities Act).

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- 1.9** The Vendor acknowledges that the Lead Manager has entered into this agreement in reliance on the representations and warranties given in clause 1.8 above and the Lead Manager will rely on those representations and warranties in performing its obligations under this agreement. The representations and warranties continue in full force and effect notwithstanding Completion. The Vendor agrees to notify the Lead Manager as soon as it becomes aware of any change affecting any of its representations and warranties or if any of its representations or warranties become untrue or incorrect prior to Completion.
- 1.10 (Conflict and no fiduciary relationship)** The Vendor acknowledges that:
- (a) without prejudice to any claim the Vendor may have against the Lead Manager, no proceedings may be taken against any director, officer, employee, partner, agent or adviser of the Lead Manager or any director, officer, employee, partner, agent or adviser of the Lead Manager's Affiliates arising out of or in connection with the Sale;
  - (b) it is contracting with the Lead Manager on an arm's length basis to provide the services described in this agreement and the Lead Manager has not and is not assuming any duties or obligations (fiduciary or otherwise) in respect of it other than those expressly set out in this agreement;
  - (c) in performing this agreement, the Lead Manager will rely on the information provided to it by or on behalf of the Vendor and information in the public domain without independent verification, and the Lead Manager does not assume any responsibility for the accuracy or completeness of such information; and
  - (d) the Lead Manager is part of a full-service securities and corporate advisory firm and it and its Affiliates' conflicts management policies and disclosures can be found at: [Conflicts of Interest Disclosure](#).
- 1.11 Remaining Securities**
- (a) The Vendor represents and warrants that during the period from the Date of this block trade agreement until 4.15pm on the date which is 180 calendar days from the Date of this block trade agreement (**Escrow Period**), it will not, without the consent of the Lead Manager, Deal in all or any of the fully paid ordinary shares held by it in the Company after settlement of the Sale pursuant to this agreement (**Remaining Securities**).
  - (b) If the Vendor becomes aware that a Dealing in any of its Remaining Securities has occurred, or is likely to occur, during the Escrow Period or of any matter which is likely to give rise to a Dealing in any of its Remaining Securities during the Escrow Period, in each case, which is not permitted under clauses 1.11(c) or 1.11(d) below, it must notify the Lead Manager as soon as practicable after becoming aware of the Dealing, providing full details.
  - (c) During the Escrow Period, the Vendor may Deal in any of its Remaining Securities and will not be in breach of the representation and warranty in clause 1.11(a) if the Dealing arises solely as a result of:
    - (i) (**Takeover Bid**) the acceptance of an offer made under a takeover bid (as defined in the Corporations Act) (**Takeover Bid**) for any of the Remaining Securities, provided that holders of not less than 50% of the fully paid ordinary shares in the Company that are not held by the Vendor, and to which the offer under the Takeover Bid relates, have accepted the Takeover Bid;
    - (ii) (**scheme of arrangement**) the transfer or cancellation of Securities as part of a scheme of arrangement under Part 5.1 of the Corporations Act or pursuant to a trust scheme; or
    - (iii) (**bid acceptance facility**) tendering any of the Remaining Securities into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of Securities that are not held by the Vendor and to which the offers under the Takeover Bid relate have either accepted the Takeover Bid or tendered (and not withdrawn) their shares into the bid acceptance facility; or
    - (iv) (**capital return**) an equal access share buyback, or an equal capital reduction or return made in accordance with the Corporations Act.
  - (d) The Vendor may Deal in Remaining Shares during the Escrow Period and will not be in breach of the representation and warranty in clause 1.11(a):
    - (i) (**court order or other applicable law**) if the Dealing is required by applicable law including an order of a government authority or a court of competent jurisdiction;
    - (ii) (**death or incapacity**) in connection with the death or incapacity of the Vendor, provided that the transferee of the Remaining Securities has agreed to be bound by a deed in substantially the same terms as this agreement in respect of the Remaining Securities; or

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- (iii) (**insolvency**) pursuant to the directions of an administrator, liquidator, receiver or other such person upon the administration, receivership, winding up, deregistration or insolvency of the Vendor or any other holder of the Remaining Securities.
- (e) Each party acknowledges that:
  - (i) the representation and warranty in clause 1.11(a) is not intended to and does not give the Lead Manager any power to dispose of, or control the disposal of, the Remaining Securities (**Disposal Right**);
  - (ii) if and to the extent that the Lead Manager would, by virtue of having a Disposal Right in the Remaining Securities be in breach of any applicable law, a breach of the representation and warranty in clause 1.11(a) by the Vendor will only give rise to a right to damages and the Lead Manager will not be entitled to a remedy of specific performance if damages are an adequate remedy; and
  - (iii) the representation and warranty in clause 1.11(a) has been provided only to address the financial consequences of the Vendor Dealing with any Remaining Securities in breach of that representation and warranty.
- (f) For the purposes of this clause 1.11:
  - (i) **Deal** means in respect of a Remaining Security, to directly or indirectly:
    - A. sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in that Remaining Security;
    - B. create any Security Interest in that Remaining Security or any legal, beneficial or economic interest in that Remaining Security;
    - C. grant an option which, if exercised, enables or requires the relevant holder to sell, assign, transfer or otherwise Dispose of that Remaining Security;
    - D. do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, that Remaining Security (including through any synthetic, derivative, hedging or similar arrangement); or
    - E. agree or offer to do any of those things in paragraphs A to D above,
 and **Dealing** has a corresponding meaning.
  - (ii) **Dispose** has the meaning given to that term in the ASX Listing Rules.
  - (iii) **Security Interest** means an interest or power:
    - A. reserved in or over an interest in any securities including, but not limited to, any retention of title; or
    - B. created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power; and
    - C. any agreement to grant or create any interest or power referred to in paragraphs A and B above.

### 1.12 Miscellaneous

- (a) This agreement is to be read together with Barrenjoey's Terms and Conditions of Business available at: [Terms of Business](#) (the **Terms**). The Terms shall apply to the Sale and will be incorporated into, and form part of, this agreement. This agreement together with the Terms will constitute the entire agreement of the parties about its subject matter and supersede all previous agreements, understandings and negotiations on that matter. In the event of an inconsistency between the terms of this agreement and any of the Terms, this agreement shall prevail.
- (b) This agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, and waives any right to claim that those courts are an inconvenient forum.
- (c) In this agreement a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation jointly and severally, and where a liability arising under or in connection with this

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agreement is expressed to be made or given by a party, then that liability is imposed jointly and severally.

- (d) For the purposes of this agreement, **Affiliates** means any other person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a person; and "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of securities, by contract or agency or otherwise; and "person" is deemed to include a partnership.
- (e) This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one agreement.

**Yours sincerely,**

Executed for and on behalf of **Barrenjoey Markets Pty Limited** by its attorney under power of attorney dated 28 April 2023 who has no notice of revocation of that power of attorney

Signature of attorney  
JABE JERRAM

Name of attorney (block letters)

**Accepted and agreed to** as of the date of this agreement by **David John Dicker**

DocuSigned by:  
*David Dicker*  
9D2F49E8440D4F9...

Signature  
David Dicker

Name and title  
CEo

**Accepted and agreed to** as of the date of this agreement by **Rodin Ventures Limited**

DocuSigned by:  
*David Dicker*  
9D2F49E8440D4F9...

Signature  
David Dicker

Name and title  
CEo