

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To BirdDog Technology Limited

ACN: 653 360 448

1. Details of substantial holder

Name BirdDog Technology Limited ACN 653 360 448 (**BirdDog**)

ACN/ARSN 653 360 448

The holder became a substantial holder on: 20 June 2024

2. Details of 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 on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	31,555,064	31,555,064	16.35%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
BirdDog	Deemed relevant interest under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth) (the Corporations Act), in shares held by the registered holder referred to in paragraph 4 below, arising from voluntary escrow deed in favour of BirdDog, in the form attached in Annexure A.	31,555,064 fully paid ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
BirdDog	Home Made Robots Pty Ltd ACN 154 662 594 ATF Robot Super Awesome Extreme 3000 Trust	Home Made Robots Pty Ltd ACN 154 662 594 ATF Robot Super Awesome Extreme 3000 Trust	31,555,064 fully paid ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
BirdDog	20 June 2024	-	-	31,555,064 fully paid ordinary shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

7. Addresses

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

Name	Address
BirdDog Technology Limited ACN 653 360 448	c/- Pitcher Partners, Level 12, 664 Collins Street, Docklands VIC 3008
Home Made Robots Pty Ltd ACN 154 662 594 ATF Robot Super Awesome Extreme 3000 Trust	c/o- Exact Tax & Business Resources, Suite 8, 1010 Doncaster Road, Doncaster East VIC 3109
Restless Robot Pty Ltd ACN 154 662 585 ATF Miall Family Trust	c/o- Exact Tax & Business Resources, Suite 8, 1010 Doncaster Road, Doncaster East VIC 3109

Signature

print name Justin Mouchacca capacity company secretary of the holder

sign here



date

20 June 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 7 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 total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
 - (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
 - (7) Include details of.
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. 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.
- (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) 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.

Birddog Technology Limited ACN 653 360 448

Annexure "A"

This is Annexure "A" of 12 pages (including this page) referred to in the Form 603 - Notice of initial substantial holder given by Birddog Technology Limited ACN 653 360 448 ('BirdDog'), being the voluntary escrow deed in favour of BirdDog entered into by BirdDog and Home Made Robots Pty Ltd ACN 154 662 594 ATF Robot Super Awesome Extreme 3000 Trust (marked 'Annexure A').



Signed:

Name: Justin Mouchacca - Company Secretary

Date: 20 June 2024

K&L GATES

Voluntary Escrow Deed

Birddog Technology Limited

(ACN 653 360 448)

(Company)

and

Home Made Robots Pty Ltd

(ACN 154 662 594)

ATF Robot Super Awesome Extreme 3000 Trust

(ABN 86 917 049 066)

(Shareholder)

K&L Gates
Melbourne office
Ref: 7393199.00010

Voluntary Escrow Deed

Date 11/6/2024 | 4:42 PM AEST

Parties

1. **Birdog Technology Limited** (ACN 653 360 448) of C/- JM Corporate Services Level 21 459 Collins Street Melbourne VIC 3000 (**Company**)
2. **Home Made Robots Pty Ltd** (ACN 154 662 594) in its personal capacity and in its capacity as trustee of Robot Super Awesome Extreme 3000 Trust (ABN 86 917 049 066) of c/o- Exact Tax & Business Resources Suite 8 1010 Doncaster Road Doncaster East VIC 3109 (**Shareholder**)

Background

At the Company's request, the Shareholder has agreed to various restrictions in relation to the Restricted Securities as set out in this deed and to the other provisions of this deed.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this deed:

ASIC means the Australian Securities and Investment Commission;

ASIC Relief means notification of relief from ASIC under section 655A of the Corporations Act regarding the entry of this deed by way of a modification to s609B of the Corporations Act such that entry into this deed does not result in the Company obtaining a relevant interest in the Buy Back Shares;

ASX means ASX Limited ACN 008 624 691 or the financial market operated by it, as the context requires;

Business Day means a day on which banks are open for business in the State of Victoria, Australia, excluding a Saturday, Sunday or a public holiday;

Buy Back Agreement means the Share Buy-Back Agreement entered into between the parties on or around the date of this deed;

Condition has the meaning given to that term in clause 2;

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

Deal or **Dealing** means in respect of any Restricted Security to:

- (a) dispose of, or agree or offer to dispose of, that Restricted Security or any legal, beneficial or economic interest in that Restricted Security;
- (b) create, or agree or offer to create, any Security Interest in that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Security or any legal, beneficial or economic interest in that Restricted Security;

Effective Date means the Business Day immediately following the satisfaction of the Condition;

Escrow Period means the period from the Effective Date:

(a) to the Business Day immediately following the date three (3) months after the Effective Date; or

(b) to the date which is 4 months after the date of this deed,

whichever ends earlier;

Listing Rules means the official listing rules of ASX as amended from time to time;

PPSA means the *Personal Property Securities Act 2009* (Cth);

Restricted Securities means all of the Shareholder's Securities;

Security Interest means an interest or power:

(c) reserved in or over an interest in any asset including, but not limited to, any retention of title; or

(d) created or otherwise arising in or over any interest in any asset under the PPSA, a bill of sale, mortgage, lien, pledge, trust or power; and

(e) any agreement to grant or create any interest or power referred to in paragraphs (a) or (b) of this definition;

Shareholder's Securities means 31,555,064 Shares; and

Shares means fully paid ordinary shares in the equity capital of the Company.

1.2 Interpretation

In this deed, unless the context requires otherwise:

(a) headings and italicised, highlighted or bold type do not affect the interpretation of this deed;

(b) the singular includes the plural and the plural includes the singular;

(c) a gender includes all other genders;

(d) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;

(e) a reference to a "person" includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any government agency (whether or not having a separate legal personality);

(f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;

(g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this deed and a reference to this deed includes any clause, annexure, exhibit and schedule;

(h) a reference to a document (including this deed) includes all amendments or supplements to, or replacements or novations of, that document;

- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Melbourne time;
- (k) the word person means a natural person and any association, body or Company whether incorporated or not;
- (l) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (m) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (n) no rule of construction applies to the disadvantage of a party because this deed is prepared by (or on behalf of) that party; and
- (o) a reference to any thing is a reference to the whole and each part of it.

1.3 Business Day

If anything under this deed is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

1.4 Definitions

Unless otherwise defined in this deed, terms defined in the Listing Rules have that defined meaning in this deed.

2. Condition precedent – ASIC Relief

The obligations set out in clause 3.1 of this deed are conditional and are not in force until:

- (a) the Company obtains the ASIC Relief; or
- (b) the Company reasonably determining that the ASIC Relief is not required to enter this deed,

(the **Condition**).

3. Escrow Restrictions

3.1 Escrow Restrictions

Subject to clause 3.2, the Shareholder must not Deal in the Restricted Securities during the Escrow Period.

3.2 Exceptions

During the Escrow Period, the Shareholder may Deal in any of its Restricted Securities if the Dealing arises solely as a result of:

- (a) the acceptance of a bona fide takeover bid, including a proportionate takeover bid, made in respect of some or all of the Shares;
- (b) the transfer or cancellation of the Shares as part of a scheme of arrangement conducted by the Company in accordance with Part 5.1 of the Corporations Act; or
- (c) a Dealing that is required by law (including an order of a court of competent jurisdiction).

3.3 Reinstatement of no Dealing undertaking

If a takeover bid referred to in clause 3.2(a) does not become unconditional or a scheme of arrangement referred to in clause 3.2(b) does not take effect, the obligations in clause 3.1 will be reinstated for the remainder of the Escrow Period.

3.4 Notice

If the Shareholder becomes aware:

- (a) that a Dealing in any Restricted Securities has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Securities during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

3.5 ASX-imposed escrow

Nothing in this deed shall be taken to vary, affect, amend or in any way undermine any requirement of ASX in relation to the imposition of ASX-imposed escrow in relation to the Shareholder's Securities.

4. Rights Attaching to Restricted Securities

Nothing in this deed, including clause 2, affects or in any way restricts the following rights attaching to the Restricted Securities:

- (a) the right to vote;
- (b) the right to receive dividends or other forms of distribution, including in-specie distributions or returns of capital; and
- (c) the right to participate in any form of rights, entitlement or other pro rata offering to Shareholders or any bonus or dividend reinvestment plan.

5. Holding Lock

- (a) The Company will instruct its share registry to apply a holding lock to the Restricted Securities for the duration of the Escrow Period.
- (b) The Shareholder consents to the application of a holding lock to such Restricted Securities for the duration of the Escrow Period.
- (c) At least 10 Business Day prior to the expiry of the Escrow Period, the Company will notify ASX of the impending release of the Restricted Securities from escrow. The removal of the holding lock will take effect from the day after the expiry of the Escrow Period.

6. Warranties, Representations and Undertaking

6.1 Giving of Warranties

The Shareholder gives the warranties and representations in favour of the Company at all times from the date of this deed until expiry of the Escrow Period.

6.2 Warranties and Representations

The Shareholder represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Shareholder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Shareholder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, Security Interest, or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in the Restricted Securities such that it will take effect during the Escrow Period;
- (f) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have, at or immediately following the issuance of the Restricted Securities, any substantial economic or beneficial interest in the Restricted Securities other than the Shareholder and any beneficiaries for whom it (or they, if applicable) act(s);
- (h) if the Shareholder is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust;
- (i) if the Shareholder is a Trustee:
 - (i) the Shareholder has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Shareholder has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is not effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust; and
- (j) it will at all times (including during and outside the Escrow Period) adhere to the Company's securities trading policy, as amended from time to time.

6.3 Undertaking

The Shareholder undertakes to the Company to comply in all respects with this deed and not to seek any waiver or variation of this deed without the prior written consent of the Company.

6.4 Effect of Breach of Warranty

A breach of any of the warranties set out in clause 6.1 is a breach of this deed.

6.5 Survival of Warranties and Representations

The warranties and representations set out in clause 6.1 survive termination of this deed.

7. Disputes

7.1 Consequences of Breach

If the Shareholder breaches this deed (**Defaulting Party**), each of the following applies:

- (a) as soon as practicable after becoming aware of the breach, the Company must take the steps as necessary to prevent the breach, or to enforce the deed, including seeking injunctive relief; and
- (b) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Company.

7.2 Injunctive Relief or Specific Performance

The parties agree that damages would be an insufficient remedy for breach of clause 3.1 and the Shareholder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholder's obligation under clause 3.1 without proof of actual damage and without prejudice to any of its rights or remedies.

8. Disclosure to ASX

The Shareholder authorises the Company to disclose to the ASX such information relating to the terms of this deed as is required by ASX under the Listing Rules or otherwise.

9. Confidentiality

The parties agree to keep confidential all information, and to not make press or other announcements or releases, relating to this deed and the transactions contemplated by it (including the execution of documents) other than as required by law or the Listing Rules.

10. Notices

10.1 Giving notices

Any notice or other communication (**Notice**) to or by a party under this deed:

- (a) must be given by personal service, by prepaid priority or express post, or by email;
- (b) must be in writing (and for the purposes of this clause, a Notice in the body of or attached to an email is in writing), legible and in English addressed (depending on the manner in which it is given) as specified below:

- (i) if to the Company:
 - Address: BirdDog Technology Limited
C/- JM Corporate Services, Level 21 459 Collins Street,
Melbourne Vic 3000
 - Attention: The Secretary
 - Email: justin@jmcorp.com.au
- (ii) if to the Shareholder:
 - Address: Home Made Robots Pty Ltd
Exact Tax & Business Resources Suite 8 1010
Doncaster Road, Doncaster East VIC 3109
 - Attention: Eamon Drew
 - Email: eamon.drew78@gmail.com

or as otherwise specified in any updated details last notified by the party to the sender by not less than 5 Business Days' notice given in accordance with this clause (**Specified Contact Details**); and

- (c) must be signed by the sender (if an individual) or by that party's authorised officer, agent or representative. A party receiving a Notice is not obliged to enquire as to the authority of the person signing the Notice. A Notice attached to an email in portable document format (.pdf) or another appropriate and commonly used format and signed by the sender in accordance with this clause 10.1(c) complies with this clause and in that case, the covering email need not be so signed.

10.2 Receipt of Notices

- (a) A Notice given under clause 10.1 is taken to be given by the sender and received by the recipient (whether or not the recipient actually receives it):
 - (i) if delivered in person, when it is left at the recipient's address set out in the Specified Contact Details;
 - (ii) if posted to the recipient's address set out in the Specified Contact Details, at 9.00 am on the third (seventh, if sent to or from an address in another country) day after the date of posting; or
 - (iii) if sent by email, 2 hours after the time the email is sent to the recipient's email address set out in the Specified Contact Details, as recorded on the sender's email system, unless the sender receives, within that time period, an automatic notification (other than an out of office message) indicating that the email has not been delivered.
- (b) If any delivery or receipt would be deemed by clause 10.2(a) to be on a day that is not a Business Day or after 4.00 pm (recipient's time), it is deemed to have been received at 9.00 am (recipient's time) on the next Business Day.

11. General

Each party acknowledges and agrees that:

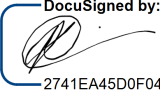
- (a) this deed may only be varied by a document signed by or on behalf of the parties;
- (b) the parties may execute this deed in two or more counterparts, with each counterpart being deemed an original and all counterparts together constituting one instrument;
- (c) each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this deed;
- (d) time is of the essence of this deed; and

- (e) this deed is governed by the laws of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.

Executed as a deed

COMPANY

Executed by **Birddog Technology Limited**
(ACN 653 360 448) in accordance with
s 127(1) of the *Corporations Act 2001* (Cth):

DocuSigned by:

2741EA45D0F0470...

Signature of director

John Dixon

Name (please print)

5/6/2024 | 7:17 PM AEST

Date signed

The signatory confirms that their signature appearing above is their personal signature affixed by electronic means and authenticates this document or any counterpart signed by the signatory.

DocuSigned by:

3CE807D629CA40A...

Signature of director / company secretary

Dan Miall

Name (please print)

5/6/2024 | 11:04 PM PDT

Date signed

The signatory confirms that their signature appearing above is their personal signature affixed by electronic means and authenticates this document or any counterpart signed by the signatory.

SHAREHOLDER

Executed by **Home Made Robots Pty Ltd** (ACN 154 662 594) in its personal capacity and in its capacity as trustee of Robot Super Awesome Extreme 3000 Trust (ABN 86 917 049 066) in accordance with s 127(1) of the *Corporations Act 2001* (Cth):

DocuSigned by:

D64E0599BCA6457...

Signature of sole director and company secretary

Eamon James Drew

Name (please print)

10/6/2024 | 4:54 PM AEST

Date signed

The signatory confirms that their signature appearing above is their personal signature affixed by electronic means and authenticates this document or any counterpart signed by the signatory.