

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

## Notice of change of interests of substantial holder

To Company Name/Scheme BirdDog Technology Limited ("BirdDog")

ACN/ARSN 653 360 448

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

Name Restless Robot Pty Ltd as trustee for the Miall Family Trust ("RR")

ACN/ARSN (if applicable) 154 662 585

There was a change in the interests of the substantial holder on

20/06/2024

The previous notice was given to the company on

21/12/2021

The previous notice was dated

21/12/2021

### 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)
Fully paid ordinary shares	44,602,564	21.80%	76,290,728	39.52%

### 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
21/03/2022	RR and Dan Miall	Direct acquisition of shares by RR	\$29,974.00	95,000 fully paid ordinary shares	95,000
29/12/2023	RR and Dan Miall	Direct acquisition of shares by RR	\$3,266.80	38,100 fully paid ordinary shares	38,100
20/06/2024	RR and Dan Miall	Deemed increase due to operation of s608(3) of the Corporations Act 2001 (Cth) and ASIC relief instrument 24-0521	Nil – Deemed increase due to operation of s608(3) of the Corporations Act 2001 (Cth)	31,555,064 fully paid ordinary shares	Nil

### 4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
RR	RR	RR	Direct interest held	44,735,664 fully paid ordinary shares	44,735,664
Dan Miall	RR	RR	Deemed relevant interest under s608(3) of the Corporations Act in shares held by RR as Mr Miall is the sole shareholder and director of RR	44,735,664 fully paid ordinary shares	44,735,664
BirdDog and RR	Home Made Robots Pty Ltd ACN 154 662 594 ATF Robot Super Awesome Extreme 3000 Trust ("HMR")	HMR	Deemed relevant interest under section 608(1)(c) of the Corporations Act, in shares held by HMR arising from voluntary escrow deed in favour of BirdDog, a copy of which is contained in Annexure A.	31,555,064 fully paid ordinary shares	Nil

## 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
N/A	N/A

## 6. Addresses

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

Name	Address
Restless Robot Pty Ltd as trustee for the Miall Family Trust and Dan Miall	c/o- Exact Tax & Business Resources, Suite 8, 1010 Doncaster Road, Doncaster East VIC 3109
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

## Signature

print name Dan Miall

capacity Director

sign here



date 24/06/2024

## 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 on 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.

# GUIDE

**This guide does not form part of the prescribed form and is included by ASIC to assist you in completing and lodging form 604.**

## Signature

This form must be signed by either a director or a secretary of the substantial holder.

## Lodging period

Nil

## Lodging Fee

Nil

## Other forms to be completed

Nil

## Additional information

- (a) If additional space is required to complete a question, the information may be included on a separate piece of paper annexed to the form.
- (b) This notice must be given to a listed company, or the responsible entity for a listed managed investment scheme. A copy of this notice must also be given to each relevant securities exchange.
- (c) The person must give a copy of this notice:
  - (i) within 2 business days after they become aware of the information; or
  - (ii) by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the information if:
    - (A) a takeover bid is made for voting shares in the company or voting interests in the scheme; and
    - (B) the person becomes aware of the information during the bid period.

## Annexures

To make any annexure conform to the regulations, you must

- 1 use A4 size paper of white or light pastel colour with a margin of at least 10mm on all sides
- 2 show the corporation name and A.C.N or ARBN
- 3 number the pages consecutively
- 4 print or type in BLOCK letters in dark blue or black ink so that the document is clearly legible when photocopied
- 5 identify the annexure with a mark such as A, B, C, etc
- 6 endorse the annexure with the words:  
*This is annexure (mark) of (number) pages referred to in form (form number and title)*
- 7 sign and date the annexure.

The annexure must be signed by the same person(s) who signed the form.

**Restless Robot Pty Ltd**

**Annexure "A"**

This is Annexure "A" of 13 pages (including this page) referred to in the Form 604 - Notice of change of interests of substantial holder given by Restless Robot Pty Ltd, 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: Dan Miall, Director

Date: 24 June, 2024

# 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. **Birddog 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@jmc corp.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...

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Signature of sole director and company  
secretary

**Eamon James Drew**

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Name (please print)

10/6/2024 | 4:54 PM AEST

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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.