

Form 605

Corporations Act 2001

Section 671B

Notice of ceasing to be a substantial holderTo Company Name/Scheme BirdDog Technology LtdACN/ARSN 653 360 448**1. Details of substantial holder (1)**Name Home Made Robots Pty Ltd ATF the Robot Super Awesome Extreme 3000 TrustACN/ARSN (if applicable) 154 662 594The holder ceased to be a substantial holder on 22/7/2024The previous notice was given to the company on 19/6/2024The previous notice was dated 19/6/2024**2. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) 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 (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
22/7/2024	Home Made Robots Pty Ltd ATF the Robot Super Awesome Extreme 3000 Trust	Transfer of shares to BDT under a selective share buy back agreement at 5c per share. See Annexure A	A\$1,577,753	31,555,064 ORD	31,555,064

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) 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	

4. Addresses

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

Name	Address
Home Made Robots Pty Ltd ATF the Robot Super Awesome Extreme 3000 Trust	16 Bruce Street, Preston, VIC 3072

Signature

print name Eamon James Drew capacity Director

sign here



date 24/7/2024

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 4 of the form.
 - (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
 - (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
 - (4) 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.
 - (5) 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.
 - (6) The voting shares of a company constitute one class unless divided into separate classes.
 - (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.
-

This is Annexure A
referred to in Form 605
notice of ceasing to be
a substantial holder
and signed by me:

Eamon Drew, director
Home Made Robots
Pty Ltd.

Dated 23 July 2024



K&L GATES

Share Buy-Back Agreement

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

Share Buy-Back Agreement

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

- A. The Shareholder is the owner of the relevant Buy Back Shares.
- B. The Company has agreed to buy from the Shareholder, and the Shareholder has agreed to sell to the Company, the Buy Back Shares on the terms of this Agreement and subject to the applicable provisions of Division 2 of Part 2J.1 of the Corporations Act.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Agreement:

Agreement means this agreement including the background, any schedules and any annexures;

ASIC means Australian Securities and Investments Commission;

ASX means Australian Securities Exchange;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Melbourne, Victoria;

Buy Back Shares means 31,555,064 fully paid ordinary shares in the capital of the Company;

Buy Back Consideration means A\$1,577,753.20;

Completion means the completion of the transfer and buy-back of the Buy Back Shares` in accordance with clause 4;

Completion Date means the Business Day after the Condition is satisfied, or such other date as agreed by the Company and the Shareholder;

Condition means the condition precedent set out in clause 3(a);

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

Deal and Dealing means, in respect of any Buy Back Share, to:

- (a) dispose of, or agree or offer to dispose of, that Buy Back Share or any legal, beneficial or economic interest in that Buy Back Share;

- (b) create, or agree or offer to create, any Security Interest in that Buy Back Share or any legal, beneficial or economic interest in that Buy Back Share; 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 Buy Back Share or any legal, beneficial or economic interest in that Buy Back Share;

Escrow Period means the period set out in the Voluntary Escrow Deed;

Government Agency means a government or governmental, semi-governmental, administrative, fiscal or judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local;

GST has the meaning given in the GST Law;

GST Law has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Insolvency Event means any of the events set out in section 652C(2) of the Corporations Act, being:

- (a) a liquidator or provisional liquidator of the Shareholder or a Subsidiary being appointed;
- (b) a court makes an order for the winding up of the Shareholder or of a Subsidiary;
- (c) an administrator of the Shareholder, or of a Subsidiary, is appointed under section 436A, 436B or 436C of the Corporations Act;
- (d) the Shareholder or a Subsidiary executes an agreement of company arrangement; or
- (e) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of the Shareholder or a Subsidiary;

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia or a Government Agency; and
- (c) requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency that have the force of law;

Listing Rules mean the official listing rules of the ASX;

Security Interest means and includes:

- (a) a 'security interest' as defined in the *Personal Property Securities Act 2009* (Cth);
- (b) any mortgage, pledge, lien, retention of title or charge or any security or preferential interest or arrangement of any kind or any other right of, or arrangement with, any creditor to have its claim satisfied in priority to other creditors with, or from the proceeds of, any asset; and
- (c) any agreement to create any of (a) or (b) or to allow them to exist;

Selective Buy Back has the meaning given to that term under clause 2.1;

Subsidiary has the meaning given to it under the Corporations Act; and

Voluntary Escrow Deed means the Voluntary Escrow Deed to be entered into between the parties on or around the date of this Agreement restricting any Dealing of the Buy Back Shares during the Escrow Period.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) headings are used for convenience only and do not affect the interpretation of this Agreement;
- (d) other grammatical forms of a defined word or expression have a corresponding meaning;
- (e) a reference to a document is to that document as amended, novated, supplemented, extended or restated from time to time;
- (f) a reference to a party is to a party to this Agreement and includes that party's executors, administrators, successors, permitted assigns and permitted substitutes;
- (g) "person" includes a natural person, partnership, body corporate, association, joint venture, governmental or local authority, and any other body or entity whether incorporated or not;
- (h) "month" means calendar month and "year" means 12 consecutive months;
- (i) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) is to that statute as amended, consolidated, re-enacted or replaced from time to time;
- (j) "include", "for example" and any similar expressions are not used, and must not be interpreted, as words of limitation;
- (k) money amounts are stated in Australian currency unless otherwise specified;
- (l) a reference to a time of day is to that time in Melbourne, Australia;
- (m) a reference to any agency or body that ceases to exist, is reconstituted, renamed or replaced, or has its powers or functions removed (**defunct body**) is to the agency or body that performs most closely the powers or functions of the defunct body;
- (n) any provision in this Agreement which is in favour of more than one person benefits all of them jointly and each of them severally; and
- (o) any provision in this Agreement which binds more than one person binds all of them jointly and each of them severally.

2. Selective Buy Back

2.1 Sale and purchase

On Completion, the Shareholder agrees to sell to the Company free from all Security Interests and the Company agrees to buy back from the Shareholder, in accordance with this Agreement

and subject to the applicable provisions of Division 2 of Part 2J.1 of the Corporations Act, the Buy-Back Shares for the Buy-Back Consideration (the **Selective Buy Back**).

2.2 Title and Property

- (a) Title to and property in the Buy Back Shares remains with the Shareholder until Completion and passes to the Company with effect on and from Completion.
- (b) Title to and property in the Buy-Back Consideration remains with the Company until Completion and passes to the relevant Shareholder with effect on and from Completion.

3. Condition precedent

- (a) Completion is conditional upon and following the shareholders of the Company having passed the required resolution approving the transaction contemplated by this Agreement and the terms of this Agreement in accordance with section 257D of the Corporations Act (and the Company having complied in all material respects with the requirements necessary in order for that resolution to be validly passed).
- (b) This Agreement terminates if the Condition is not satisfied or waived by the Company by the Business Day immediately following the date which is three (3) months after the date of this Agreement.

4. Completion

4.1 Time and place of Completion

Completion will take place at the registered office of the Company on the Completion Date at 10.00am or any other place or time on the Completion Date as the Company reasonably determines.

4.2 Shareholder's obligations in relation to the Selective Buy Back

On Completion the Shareholder must deliver or cause to be delivered to the Company:

- (a) a duly executed and completed transfer in favour of the Company for all of the Buy Back Shares in a form acceptable by the Company;
- (b) if applicable, a release of any Security Interests affecting the Buy Back Shares; and
- (c) such other documents duly executed by the Shareholder as may reasonably be required by the Company in order to effect the transfer of the Buy Back Shares to the Company in accordance with this Agreement.

4.3 Company's obligations in relation to the Selective Buy Back

On Completion, the Company must pay to the Shareholder the Buy-Back Consideration by bank transfer in cleared funds, without any set off or counterclaim, subject to the Shareholder complying with its obligations under clause 4.2.

4.4 Interdependency

The obligations of the parties under this clause 4 are interdependent and all actions at Completion will be given to take place simultaneously. No delivery or payment under this clause will be regarded as having been made until all deliverables and payments have been made (or have been waived).

4.5 Cancellation of Buy-Back Share

The parties agree that immediately after the registration of the transfer of the Buy Back Share to the Company, the Buy Back Shares will be cancelled in accordance with section 257H of the Corporations Act and the Company must, as soon as practicable after such cancellation, notify ASIC of the cancellation.

5. Voluntary escrow of Buy Back Shares

- (a) The parties acknowledge and agree that the Buy Back Shares will be subject to escrow for the Escrow Period and that the Shareholder must not Deal with any of the Buy Back Shares at any time during the Escrow Period.
- (b) The Shareholder agrees to execute and deliver to the Company a Voluntary Escrow Deed in respect of the Buy Back Shares in a form acceptable to the Company simultaneously with the execution of this Agreement.
- (c) The Company will not be required to purchase any Buy Back Shares from the Shareholder until the Shareholder has delivered a duly executed Voluntary Escrow Deed to the Company in respect of the Buy Back Shares in a form that is acceptable to the Company.
- (d) The Shareholder agrees to execute any such additional documents that may be reasonably required by the Company to confirm that the Shareholder will not Deal with any of the Buy Back Shares at any time during the Escrow Period.

6. Termination

6.1 Termination for Dealing

The Company may terminate this Agreement if the Shareholder permits or engages in any Dealing in any Buy Back Shares.

6.2 Termination for material breach

Either party may terminate this Agreement by written notice to the other party if at any time before the end of the Completion Date the other party has materially breached this Agreement, the party entitled to terminate has given written notice to the party in breach of this Agreement setting out the relevant circumstances and stating an intention to terminate this Agreement, and the other party has failed to remedy the breach within 10 Business Days (or any shorter period ending at the end of the Completion Date) after the date on which the notice is given.

6.3 Termination for Insolvency Event

The Company may terminate this Agreement if the Shareholder undergoes an Insolvency Event.

6.4 Automatic termination

This Agreement terminates upon finalisation of Completion.

6.5 Effect of termination

If this Agreement is terminated under this clause:

- (a) each party will retain the rights it has or may have against the other party in respect of any past breach of this Agreement; and

- (b) in all other respects, all future obligations of the parties under this Agreement will immediately terminate and be of no further force or effect, including, without limitation, any further obligations in respect of the Selective Buy Back.

6.6 Termination

Where a party has a right to terminate this Agreement, that right for all purposes will be validly exercised if the party delivers a notice in writing to the other party stating that it terminates this agreement and the provision under which it is terminating this Agreement.

7. Warranties and acknowledgements

7.1 General warranties

Each relevant party warrants (insofar as it is applicable to that party) that the following warranties are true and correct as at the date of this Agreement and as at Completion:

- (a) the Shareholder is the registered holder and beneficial owner of the Buy Back Shares and such Buy Back Shares are not subject to any encumbrance in favour of any other person or company or entity;
- (b) the Shareholder and the Company each have the capacity and power to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated by this Agreement;
- (c) each party has taken all necessary action to authorise its entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement; and
- (d) the obligations of the Shareholder and the Company under this Agreement are valid and binding and enforceable against the Shareholder and the Company (respectively) in accordance with their terms.

7.2 Shareholder additional trustee capacity and warranties

- (a) The Shareholder (referred to in this clause as the **Trustee**) enters into this Agreement both in its personal capacity and as trustee of the Robot Super Awesome Extreme 3000 Trust (ABN 86 917 049 066) (**Trust**) under a trust deed, deed of settlement or other instrument (**Trust Deed**).
- (b) The Trustee represents and warrants that:
 - (i) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;
 - (ii) the Trustee has power under the Trust Deed and, in the case of a corporation, under its constitution, to enter into and execute this Agreement and to perform the obligations imposed under this Agreement as trustee;
 - (iii) all necessary resolutions have been passed as required by the Trust Deed and, in the case of a corporate Trustee, by its constitution, in order to make this Agreement fully binding on the Trustee;
 - (iv) the execution of this Agreement is for the benefit of the Trust;
 - (v) the Trustee is not, and has never been, in default under the Trust Deed;
 - (vi) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Agreement and the assets of the Trust are sufficient to satisfy that right of indemnity;

- (vii) there is not now, and the Trustee will not do anything by virtue of which there will be in the future, any restriction or limitation on the right of the Trustee to be indemnified out of the assets of the Trust; and
 - (viii) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the other parties, acting reasonably, to enter into this Agreement.
- (c) No change of trustee of the Trust (including any appointment of an additional trustee) can occur without the prior written consent of the other parties, which consent must not be unreasonably withheld or delayed.

8. GST

8.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. If a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 10 days of the receipt of a tax invoice. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.

8.2 Liability net of GST

If any indemnity, reimbursement or similar payment under this Agreement is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

8.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.

8.4 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST Law have the same meaning in this clause 8.

9. Confidentiality

The parties agree to keep confidential:

- (a) all matters, negotiations or discussions whatsoever relating to the reason or reasons for this Agreement; and
- (b) the terms of this Agreement,

otherwise than as may be necessary to disclose to a party's legal or accounting adviser and as may be required to be disclosed 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 Agreement:

- (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

11.1 Entire understanding

This Agreement contains the entire understanding between the parties concerning the subject matter of this Agreement and supersedes, terminates and replaces all prior agreements and communications between the parties concerning that subject matter.

11.2 No reliance

Each party acknowledges that, except as expressly stated in this Agreement, it has not relied on any representation, warranty, undertaking or statement made by or on behalf of another party in relation to this Agreement or its subject matter.

11.3 No adverse construction

No provision of this Agreement is to be construed to the disadvantage of a party solely because that party was responsible for preparing or proposing this Agreement or the provision.

11.4 Remedies cumulative

Except as set out in this Agreement, the powers, rights and remedies under this Agreement are cumulative with and not exclusive of any powers, rights and remedies provided by Law independently of this Agreement.

11.5 Severability

Any provision of this Agreement which is invalid in any jurisdiction must, in relation to that jurisdiction, be:

- (a) read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) severed from this Agreement in any other case,

without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

11.6 No variation

This Agreement cannot be amended or varied except in writing signed by the parties.

11.7 Costs

Each party must pay its own legal costs of and incidental to the preparation and completion of this Agreement.

11.8 Conflicting provisions

If there is any conflict between the main body of this Agreement and any schedules or annexures comprising it, then the provisions of the main body of this Agreement prevail.

11.9 Relationship of parties

Unless this Agreement expressly provides otherwise, nothing in this Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

11.10 Counterparts

This Agreement may be executed in any number of counterparts, each of which is an original. All of the counterparts together constitute the one document, as if the signatures on the counterparts were on a single copy of this Agreement. A counterpart may be physically signed in hard copy, by facsimile or other electronic form, or by any combination of these.

11.11 Governing law and jurisdiction

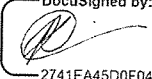
- (a) This Agreement is governed by and must be construed in accordance with the Laws of Victoria.
- (b) The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Agreement, its performance or subject matter.
- (c) Each party waives any rights to:
 - (i) object to the venue of any proceedings; or
 - (ii) claim that the proceedings have been brought in an inconvenient forum or that the courts of another place are a more convenient forum,

if the proceedings have been brought in a court referred to in clause 11.11(b).

Executed as an agreement

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)

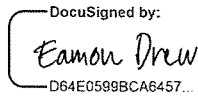
5/6/2024 | 11:04 PM PDT

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:

D64E0598BCA6457...

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.