

Board's response to Mr Emby's reasons for his resignation as Non-Executive Non-Independent Director

"Hostile board dynamics combined with board policies and actions impeded my ability to fulfil my responsibilities as a director."

The Board is unaware of any hostility during the meetings conducted and has always encouraged open and frank discussions, including invites to all Board Committee meetings for Mr Emby and others. As far as the Board is aware, Mr Emby has enjoyed equal access to information as any other Director should have, to enable him to fulfil his Director responsibilities. Board members are encouraged to give their opinions, even if they are different, so that they can be considered before any decision is made. Since Mr Emby gave up his roles as Chairman and CEO, Mr Emby's opinions were, on many occasions, contrary to the final Board decisions but he was always given the opportunity to speak and air his views, and those views were considered, before any decision was made.

"Board vision and actions are incompatible with my principles and in my opinion are not in the long-term interest of shareholders."

Prior to Mr Emby's resignation as CEO in November 2022, the company had embarked on an ambitious program of developing new products under his leadership. However, due to various challenges, which were made worse by the Covid years, the Board undertook a review of these developments in mid-2022 due to the financial constraint that they had put on the company's resources, and took the very tough decision to terminate the development of some of these products, while continuing to focus on its core products. This decision and other decisions subsequently concerning vision, direction and strategy were made by the Board after considering Mr Emby's objections, the interest of the company and its shareholders.

"Clauses in the employment agreement of the ex-Acting CEO. "Except in the case of dishonesty by the Executive, the Executive is to be indemnified out of the assets of the Company and Group of Companies against any claim against him by any shareholder or Group Company in relation to the performance of his duties and this benefit shall endure beyond the expiry of this agreement." The clause is contrary to the interest of shareholders and is separate from directors' and officers' liability insurance. The clause remains current."

The Company's Constitution states under article 148 that "Subject to the provisions of and so far as may be permitted by the Statutes, every officer of the Company is to be indemnified out of the assets of the Company against any liability (as permitted under the Act) incurred by the officer to a person other than the Company attaching to the officer in connection with any negligence, default, breach of duty or breach of trust."

It is also stated in the ex-Acting CEO's employment agreement that if any part of the contract should be deemed illegal, that particular part of the contract will be deemed null and void and will not affect any other part of the contract.

The clause was requested by the ex-acting CEO as a precondition to taking on the role due to the apparent differences that had appeared at the Board level. This was deliberated and the Board took the view that it was the best way to proceed in the interest of the company and its shareholders.

To the best of the knowledge of the Board, as at the date of this announcement, there are no claims against the ex-Acting CEO which would require any indemnification by the Company.