

Subject: Squawk Licensing
From: "Jason, JE Trading" <jason@je-trading.com>
Date: 09/08/2016, 17:09
To: George Eaton-Busfield <george@g-cv.com>
CC: Adam Voce <adam@g-cv.com>, Aubrey Hayward <aubrey.hayward@ransquawk.com>, Adam Linton <adam.linton@ransquawk.com>

Dear George, & Adam,

We've had many discussions now since email below. I have spoken again with my legal advisors who are concerned that we need first to establish the basis of our agreement before we can begin to try to work together and agree a settlement.

I think from our discussions we are agreed on the basics and would be grateful if you could confirm your agreements to this:

1. RAN Ltd accept that I am owed £1.356 million for the historic use of 91 months of my intellectual property (description included below)
2. RAN Ltd now accepts that this represents a fair market rate for my intellectual property (given its value to the company and in the market place vs other providers to the company)
3. In view of the historic dealings with Mr Singh who confirmed I would be rewarded with equity in the company as compensation, we all accept that it is fair and just that this debt should be treated now as due in full.

Description of Intellectual Property:

All rights in, and to, the bespoke code and software produced by the Licensor written in Ruby, Java, & JavaScript Languages, and Rails Framework referred to as 'Squawk Platform' that provides the Licencee (and third parties) with the software and ability to both manage aggregated and analyzed content, and the delivery mechanism of the same in a structured and valuable way to the Licencee's clients via web based audio and/or news headline feeds.

The code is hosted on a number of servers set up by the Licensor and installed at the Licencee's which is accessed via a web browser which enables the Licencee to manage users, post headliners and upload content via audio computers at the Licencee's premises

You are all aware that I've had a good relationship with the company and consider many of the employees to be friends. I do hope and believe that we can resolve this matter through negotiation / discussion - I believe we have now established the core terms for settlement and hope we can agree these and move forward to avoid me having to discuss further action with my legal advisors.

Following our most recent of discussions I outline again the terms that I understand may work as a resolution to this matter - I have been advised to make it clear that I do this without prejudice to my full legal rights and subject to contract, in the hope this will assist us all in closing this matter off quickly

1. In order to protect the employees and to try and make the best of a bad situation I will agree to your revised proposed purchase price for all the "Squawk business trading assets" at £720k in line with the valuation calculations that have been

- agreed and the overall payment plan that was finalised.
2. We need a formal asset sale contract that I understand your lawyer has offered to draft. He must ensure that it includes all the assets that will enable me to continue trading as a squawk business - I believe I can attain the newswire licenses required as I do not have RAN Ltd's history. Although I intend to change the trading name at some point, this includes but is not limited to
 1. Client lists and existing customer and supplier contracts, including the office space at Moor Place
 2. Access to existing RAN website content held in databases & servers
 3. All equipment, including and not limited to computer hardware, squawk audio hardware
 4. Use of the RANsquawk & Talking-Forex brands, logos, trademarks, and domain names
 5. Passwords to all systems and accounts and authorisation for all accounts to be transferred to JET Ltd, or a representative thereof
 3. As agreed JET agrees to take all staff on current terms
 4. In addition to the transfer of the trading assets described above please confirm that we are agreed that RAN Ltd will make an immediate payment of £200K against the £1.365m now agreed due in license fees - I will forward a separate invoice for the VAT element due. This as we have agreed this leaves £445k outstanding which I can confirm I am willing to accept by way of 5 installments of £89k each over the next 5 years with the first one being due on the 1st Sept 2017 and on the 1st Sept for the 4 years thereafter, until the final payment in 2021. This is unless RAN Ltd becomes insolvent at which point the entire outstanding balance will fall due.
 5. Furthermore I can now confirm that JET Ltd are willing to agree to the following in order to facilitate this deal and try and preserve the relationship I currently have with the company
 1. Informally and without any obligation whatsoever I / JET agree that we will do our utmost to loan back funds to RAN Ltd if RAN Ltd require cash flow in order to recover the moneies that I know were embezzled from them by Mr & Mrs Singh & Mr Cheung and I understand are secured by settlement agreements
 2. I also agree to pay the above valuation that incorporates a 3 times earning multiple despite the current squawk industry challenges
 3. To complete all necessary paperwork promptly to assist your company given your fear of litigation
 4. I also confirm my agreement that JET Ltd will agree to license back the entire current RAN client list for 5 years subject to JET Ltd agreement which is not to be unreasonably withheld so long as RAN Ltd does not compete with JET squawk business at any time in this period

Please confirm your agreement now to points above. I attach a formal invoice for this debt and I will forward the full licence agreement as soon as it has been agreed. As per above I will also forward a separate invoice for the VAT in due course.

Please can you me a copy of the valuation calculations that were agreed & completed.

Cheers,
Jase.

— Attachments: —

JET_license_invoice.pdf

88.9 KB