

Miss Nicola (Nikki) Peters  
157 Seymour Villas,  
London, SE20 8TP

**09 June 2018**

**Our reference(s): "Letter NAP-GB-A", "Letter NAP-GB -B" and "NAP-GB Offer v2.0"**

*Without Prejudice Save As to Costs*

Dear Nikki,

**Re: Voluntary Enhanced Settlement Offer**

Notwithstanding I understand (and am advised) that I have no obligation to do so (legal or otherwise), and that I expressly reserve all my rights in regards to this matter, please find enclosed an offer to you, from me, for full and final settlement of any and all financial and / or contractual agreements as may have ever existed, or may have ever been deemed to exist, at any time whatsoever, between us, or between you and any company or business entity I am connected to or associated with materially, as at the date of this letter or any time preceding such date.

For the avoidance of doubt, I believe there are no such legal contractual agreements or obligations, but I make this offer nonetheless.

You should find enclosed with this letter the following documentation:

*(Noting this letter has a reference "Letter NAP-GB-A")*

- "Letter NAP-GB-B"; and
- "NAP-GB Goodwill Offer v2.0".

This offer is made for one primary reason only, despite your own misgivings, - to try to be kind.

In summary it offers you £1,700 x3 payments over x3 months, as had been previously offered by myself for the same reasons as above.

Accordingly, please excuse the extensive text, formality and content of the documentation (you know me and lawyers well enough) – it is not intended to be antagonistic, but I hope only to be conclusive and enable us both to draw a line under a set of circumstances that are the last I would have hoped for.

You got me and my intentions so very wrong, but it is all history now. That said, for my part in it all, I am sorry for my failings; I wish you nothing but unlimited success, with your business, and otherwise.

I hope the enclosed letter and accompanying offer is more than agreeable and acceptable to you. Please note that it is non-negotiable in all aspects – principally in order to avoid delay in concluding this matter but also because it is felt to be more than fair.

Therefore, please simply return the agreement / documentation with your signature and confirmation of agreement or decline as you wish, but I reiterate there will be no further offers, or amendments to that enclosed. Enough time and energy has been spent already.

Take care of yourself.



George.(George Eaton-Busfield)

George Busfield  
Field House, Field Court,  
59 Stafford Road, Stone  
Staffordshire. ST15 0HE

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157 Seymour Villas,  
London, SE20 8TP

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**Our reference(s): "Letter NAP-GB-A", "Letter NAP-GB -B" and "NAP-GB Offer v2.0"**

*Without Prejudice Save As to Costs*

Dear Nikki,

**Re: Reiterated notice of Termination and Voluntary Enhanced Settlement Offer, for full and final settlement, for any and all, informal, quasi, and / or any type of contract whatsoever, as you, or any other party, may have perceived, interpreted or assumed (incorrectly or otherwise) to have existed and / or ever been established between you and I (or any of my business interests including but not limited to GCV Ltd, Realtime Analysis and News Limited, The Jet Group Limited, The Jet Group Services Limited, Trade the News Limited, Ginkgo), as at the date of this letter or any date preceding such date, when boyfriend and girlfriend, or ex-boyfriend or ex-girlfriend, or any other circumstance whatsoever.**

1. In regards to your historic informal administrative assistance to myself in either a personal capacity or in any regard to my various business interests at GCV Ltd, Realtime Analysis and News Limited, The Jet Group Limited, The Jet Group Services Limited, Trade the News Limited and / or Ginkgo, please now here be again advised that the purpose of this letter is to re-iterate to give you formal and final notice of the termination of any such contract, quasi contract, informal or otherwise, as may have ever existed (or not existed), or have been assumed, hoped or inferred to exist, between you (Nicola Peters) and myself (George Busfield), or any of the companies, entities or businesses I may be connected to as stated above or otherwise, in any in capacity whatsoever, and in accordance and congruence with the termination letter as was originally issued and sent to you on the 22<sup>nd</sup> April 2018.
2. To be clear, any potential, inferred, interpreted, or mis-interpreted, or assumed contract, or any contract whatsoever without exception, as may or may not have existed between you, Miss Nicola Peters and myself Mr George Busfield, or yourself and any of the above stated companies, or business interests of mine or any of my close associates or colleagues whatsoever, whether directly connected or associated to myself or not, and yourself, as at the date of this letter or any 36 months preceding this date, is and was immediately terminated as of the date you were first informed of such termination, that being the 22<sup>nd</sup> of April 2018, and in the event of any dispute that remains the date of termination, save as to where any unknown law applies then today's date may be taken as an alternate date, but this is neither expected, nor considered by myself to be relevant, save as to the courts of the United Kingdom conclude otherwise, and in regards to these matters I expressly reserve all my rights and the rights of any contract that may have ever existed between you and I, and I fully reserve such rights under any such contract and / or under my rights in common law as an individual or representative of any of the companies stated above, or in this letter whatsoever, including my rights to claim for any losses and expenses incurred as a result of any actions taken by you or any other actions relating to any such potential contract(s), including my rights to claim for reimbursement of legal costs and interests in all regards, save only where the settlement offer relayed to you in this letter is excepted, where in such an event I will consider this a conclusion to all matters between you and I and in good faith and consider all matters legal or otherwise to be concluded and settled in full on condition that you reciprocate and agree to the same by acceptance of this offer which in doing so you will have irrevocably agree to the same.

3. This Notice is hereby served, to re-iterate termination of any such contracts, or potential, or assumed, contracts described above. It is effective as at the date of the original termination notice on the 22<sup>nd</sup> April 2018, and in the event of any dispute as to the termination being effective as of that date, then this letter provides, in isolation, as formal notice, for the avoidance of any doubt, and is hereby served to yourself.
4. To reiterate, in any and all circumstances, this notice of immediate termination is now again formally served upon you, for any and all contracts as may have ever existed between you and myself, as detailed above or otherwise, and as you were previously informed and notified of on the 22<sup>nd</sup> April 2018, and is served as a result of your default to any and all contracts as existed, or may have existed, or have been assumed or deemed to have existed and as a result of your default are not capable of remedy in regards to any such potential, informal or quasi agreements, as described above, as may or may not have ever existed, formally or informally, between you and I, or any of my above detailed business interests or otherwise.
5. This notice of default is effective as of 22<sup>nd</sup> April 2018, or if for any reason such a date is considered unlawful in any respect then this notice is effective immediately as of the date of this letter, where applicable, and in 24 hours in any other instance as may be applicable in the law and Courts of England.
6. In the event any contract(s) did ever existed between you and I, I understand the only services that you could consider or claim to have provided would be the provision of ad hoc administrative services, informal counsel, and general support of a miscellaneous nature to myself, all with the core objective to assist, support, enhance, facilitate and protect myself in the first instance and my own business endeavours and activities in the second instance. However, as previously relayed, on numerous occasions you materially defaulted in these obligations and consistently and repeatedly failed to deliver these services.
7. In all regards to this letter and notice herein, and any related or connected or associated documentation, including the "Voluntary Enhanced Settlement Offer" enclosed, I, George Busfield expressly reserve all my rights under any Contract and at law, in respect to any contract as may have ever been deemed to exist between Nicola Peters and myself at any date prior to the date of this letter, and the right to claim for any losses suffered as a result of the default(s) set out above, including interest, legal costs, consultancy and professional fees as may be incurred.

## **Settlement Offer**

- Please see enclosed "Voluntary Enhanced Settlement Offer" for your consideration and please note that this letter "Letter NAP-GB-B"" and the preceding "Letter NAP-GB-B", and with said Voluntary Enhanced Settlement Offer ("NAP-GB Goodwill Offer v2.0") all together form the terms and agreements of the Settlement offer that is being made to you and that in the event of your acceptance of such an offer you accept and acknowledge that all statements and terms within all three of these documents are to be deemed to be factual, correct, binding and applicable to yourself, save where there is conflict between the "NAP-GB Goodwill Offer v2.0" and either of the aforesaid letters, where in all instances the "Voluntary Enhanced Settlement Offer" (reference: "NAP-GB Goodwill Offer v2.0") is to take precedent save only where there is conflict between and of the aforesaid documents in this clause or paragraph whatsoever, and The Non-Disclosure Agreement, the "NDA" you signed on the 1<sup>st</sup> July 2017 with Realtime-Analysis and News where in all instances the terms and clauses of the "NDA" will take precedent over any and all such documentation, offers and / or letters as aforesaid may have been previously stated and / or referred to in this clause and / or this paragraph.

## **Acknowledgement and further actions**

8. Please acknowledge receipt of this Notice and confirm either your acceptance or rejection of this offer within 48 hours directly to myself alone at my email address [george@g-cv.com](mailto:george@g-cv.com) and also via text message to my phone 07740157204 and in the event you accept the offer please send a signed and appropriately witnessed Copy of the enclosed "Voluntary Enhanced Settlement Offer" (reference: "NAP-GB Goodwill Offer v2.0") to myself at the above address together with a scanned copy to the above email and phone.
9. In addition, whether you reject or accept the Settlement offer please kindly send me directly all documentation, software, hardware and materials whatsoever relating to and / or used in any business activities for George Busfield or any businesses he is connected to or involved with, including all

businesses stated in this letter, and including any and all materials as you may have already sent to other parties, specifically but not limited to all documents, spreadsheets, text lists, word documents, logins, passwords, and account details to Worldpay (and any other service providers of relevance), together with a summary of all data and lists, spreadsheets relating to any Sales, Business Development, HR or other activities whatsoever.

10. Please also whether you reject or accept the Settlement offer immediately return all property belonging to George Busfield, or any of the above enties, or companies stated in this letter to myself at the above address and please immediately destroy all confidential information concerning the Contract.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'G. Eaton-Busfield', with a large, stylized flourish extending to the right.

George Eaton-Busfield

## **Voluntary Enhanced Settlement Offer**

**THIS AGREEMENT is made on the date of the last signature below**

### **BETWEEN**

- (1) George Eaton Busfield of Field House, Field Court, 59 Stafford Road, Stone, Staffordshire, ST15 0HE ("the GB"); and
- (2) Nicola Peters of 157 Seymour Villas, London, SE20 8TP, ("the NAP").

**IT IS AGREED as follows:**

### **Definitions and Interpretation**

1. In this Agreement, the following definitions will apply:

<b>Agreement</b>	this agreement and any amendments made in writing from time to time;
<b>Claims</b>	any related claims whatsoever;
<b>Termination Date</b>	22 April 2018;

2. In this Agreement, unless the context requires a different interpretation:

- a. the masculine shall include the feminine;
- b. the singular includes the plural and vice versa;
- c. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
- d. a reference to a person includes firms, companies, government entities, trusts and partnerships;
- e. "including" is understood to mean "including without limitation";
- f. reference to any statutory provision includes any modification or amendment of it; and
- g. the headings and sub-headings do not form part of this Agreement.

### **Termination Date**

3. Any contractual agreement as may have existed or have been deemed to exist, or incorrectly assumed to exist, between NAP and GB, (noting and accepting that GB accepts no recognition of any agreement or contract whatsoever between NAP and GB and GB reserves all his rights absolutely in this matter and in regards to NAP and this offer and this agreement without exception), is irrevocably terminated on the Termination Date and will have no further effect after the Termination Date except as set out in this Agreement.
4. With effect from the Termination Date, NAP must not hold herself out or conduct herself as a business associate of GB or any of GB's business interests and acknowledge and agree by signing and accepting this agreement (in a form acceptable to the GB) that she irrevocably accepts the termination(s) of any and all contracts, as defined in clause 3 above or otherwise, as she had or may have ever had with GB or any of GB's business interests.

## Payments

5. NAP agrees and acknowledges that she has received all payments as she may have been, or believed, due up to the Termination Date subject to the payment to NAP of the enhanced compensation payments specified in this agreement and detailed in clause 6 below.
6. If NAP agrees to accept as fact and truth the details specified in this agreement and in the accompanying letters (referenced "NAP-GB-A" and Letter "NAP-GB-B") and to comply in full with the sentiment and terms of such letters and of this agreement, then GB will, or an entity or individual on his behalf, pay to NAP the following "Compensation Payments" on the additional condition that she, by accepting and signing this agreement, further accepts that upon signing this agreement and agreeing to the payments, no other payments are due by or to be claimed from GB.
  - a. **£1700 within one month of the date of this agreement, but with the intent to make such payment on the 13<sup>th</sup> of June 2018**
  - b. **£1700 within two months of the date of this agreement, but with the intent to make such payment on the 13<sup>th</sup> of July 2018**
  - c. **£1700 within three months of the date of this agreement, but with the intent to make such payment on the 13<sup>th</sup> of August 2018**
7. On or before 13 June 2018, NAP must sign and return to GB (addressed to GB as specified in accompanying letter) a copy of this Agreement
8. GB gives no warranty as to whether any income tax or national insurance contributions are payable in respect of any payments provided for in this Agreement. NAP is solely responsible for paying any NAP tax, NAP national insurance or other equivalent social security contributions arising in connection with this Agreement.
9. NAP indemnifies GB and any associated or business interest of GB in respect of any claims or demands that may be made by HMRC or any other relevant taxation authority in respect of income tax or National Insurance Contributions relating to NAP or this Agreement or the payments provided for in it, together with any interest, penalties, costs and expense. GB will notify NAP of any circumstances that come to its attention which may give rise to a claim.
10. NAP expressly waives any claim or right that he has or may have in respect to her taxes, or National Insurance Contributions or any other matters referred to in clause 8 or 9.

## GB property and information

11. It is a condition of this Agreement that the NAP must on or before 20 June 2018:
  - a. return to GB all property belonging to the GB or any associates of GB but under NAP's possession or control, of whatsoever nature, including all documents and copies made or acquired during his employment with GB or relating to its or any of his associated Company's business or contacts (whether or not containing confidential information and whether stored in hard copy or electronic form or otherwise and wherever they are located). Together with all other property, keys, loyalty cards, swipe cards, laptops and mobile phones together with any passwords or pin codes; and
  - b. delete all confidential information belonging or relating to GB or any associates of GB from any devices owned or controlled by GB or NAP once she has passed all materials described in clause 11a and in the accompanying letters to this agreement (referenced "NAP-GB-A" and Letter "NAP-GB-B") in full to GB, as directed in this agreement and such letters.

## **Confidentiality and restrictions**

12. NAP agrees that as a result of knowing GB she has had access to confidential information and shall not (unless required by law under court order or making a protected disclosure, or authorised by the prior written consent of GB) before or at any time after the Termination Date:
  - a. use or make any copies or disclose any confidential information or personal or private information to any person, company or organisation. If NAP is unsure if information is confidential, she should check with GB in writing before disclosing it;
  - b. directly or indirectly, disclose or cause to be disclosed, the terms of this Agreement to anyone without GB's prior written agreement; or
  - c. publish or cause to be made or published any false, misleading, derogatory or disparaging comments about GB or about any of GB business interests, or any of the officers at the companies he is closely connected to, and shall not do anything which will or may bring GB, or any of these companies or associates of his, and any of their officers into disrepute.
13. Any terms of the Contract which are stated or intended to apply following termination of employment will continue to apply after the Termination Date. This includes NAP's obligations to comply with the following:
  - a. NAP must attend meetings on request so far as is reasonable to assist in GB legal matters in the event she is required by GB to do so(s) and on the condition the time she would be required to attend would be absolutely minimised and she may choose to meet with an alternate on GB's behalf if she prefers and acknowledging the anticipated time request in the next 3 years is zero.
  - b. Comply with all the terms of the Non-Disclosure Agreement "ND" she signed on the 1<sup>st</sup> July 2017 and agree that in the event of any conflict between that NDA and this agreement that NDA is to take precedent in each instance without exception, save if GB requests otherwise.

## **Waiver and settlement**

14. GB is entering into this Agreement without any admission of liability for itself and as an agent for all and any of the companies he is closely associated with and is duly authorised to do so.
15. NAP accepts the terms of this Agreement in full and final settlement of all and any claims and rights of action that NAP has or may have now or in the future and whether known or unknown, whether arising under common law, statute, contract, tort or otherwise, whether in the United Kingdom or elsewhere in the world and whether contemplated or not that she has or may have against GB or any of his associated businesses, and any of their predecessors, successors or assigns, officers, shareholders or agents or the trustees or administrators of any pension scheme in which GB participates. NAP irrevocably waives all claims regarding GB and / or all rights of action and will refrain from instituting or continuing any claims to any court or regulatory body.
16. GB and NAP acknowledge that there are or may be claims and rights which are not contemplated (whether on the facts known to the parties or on the law as it is known) at the date of this Agreement by the parties or either of them but that the waiver above waives and releases any and all such claims and rights.
17. NAP confirms that she has not and agrees that she will not commence or participate in any legal or arbitration proceedings of any nature against GB, or any of his associated companies or business interests or close colleagues, including but not limited to any officers, shareholders or agents in any jurisdiction in relation to any claim whatsoever unless previously agreed in writing by GB.

18. The parties agree and acknowledge that no relationship of employment or consulting services has been agreed between the parties and subject to the payment of the compensation payment described herein all rights in such regards are immediately waived and relinquished irrevocably as at the Termination date.
19. The parties agree and acknowledge that given no relationship of employment or consulting services has been agreed between the parties all conditions regulating settlement agreements or compromise agreements in any legislation relevant in England is not relevant to this agreement and not relevant to NAP and GB agreements or relationship as may or may not have ever formally existed under English Law and in any event upon signing and accepting this agreement waives all and any such rights as may have ever been relevant in order to receive the compensation payment.

## **Warranties**

20. NAP warrants and confirms that:
- a. She will make herself available and co-operate with GB or any GB associate or their advisers in any internal investigation or external investigatory, judicial or other proceedings. NAP understands that this could involve responding to or defending regulatory or legal process, providing information, preparing witness statements and giving evidence on behalf of GB. GB will reimburse the NAP for any reasonable expenses incurred in respect of this clause, provided they are agreed with GB in advance and whilst acknowledging clause 13 in these regards..
  - b. if she breaches any material term of this Agreement or pursues any claim against GB or any of his associates or associated companies or their officers or agents in breach of this Agreement, she agrees to pay any costs the entity the action or claim is against has incurred, including all reasonable legal and professional fees.

## **Entire Agreement**

21. This Agreement (including the associated Letters described herein) contains the whole agreement between the parties (and any of GB associates and / or associated business endeavours) relating to its subject matter and supersedes all prior discussions, warranties, arrangements, promises, representations, understandings or agreements that might have taken place in relation to the Agreement. The parties to this Agreement do not rely on any representation or warranty (whether it has been made innocently or negligently) that is not contained in this Agreement and shall not have a claim for innocent or negligent misrepresentation based on any statement in this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation and excludes where the NDA referred to herein is of relevance to any circumstance as may impact or affect the implications or parties of this contract at any time.

## **General**

22. NAP may not assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of GB.
23. No variation to this Agreement shall be valid or binding unless it is recorded in writing and signed by or on behalf of the parties.
24. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no third party shall have any right to enforce or rely on any provision of this Agreement except that any Associated GB may enforce and take the benefit of those paragraphs of this Agreement in which reference is expressly made to such Associated GB subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.



25. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
26. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- a. Other than dealings in the normal course of business, any notice, request, demand or other communication (collectively Notices) to be given under this Agreement will be deemed to be duly given by either party if:
- i. sent by first class post addressed to the other party at (in the case of a Notice to GB) its registered office or place of business for the time being or (in the case of a Notice to NAP) the address that the NAP has last notified to the GB; or
  - ii. given personally to (in the case of a Notice to GB) a director, partner, chief executive or equivalent of GB or (in the case of a Notice to NAP) to NAP; or
  - iii. sent by electronic mail to the business email address of the chief executive or equivalent in the case of GB and the email address as notified in writing to the GB from time to time.
- b. Any such Notice will be deemed to have been given:
- i. if sent first class post, 48 hours (or, if sent to or from outside the United Kingdom, seven days) after the time of posting and, in proving service, it will be sufficient to prove that the envelope containing such Notice was properly addressed, stamped and put in the post;
  - ii. if sent by email, 24 hours after sending.
- c. This agreement shall be deemed to be without prejudice and subject to contract until it is signed by both parties and dated when it will become an open document evidencing a binding agreement.
- d. NAP undertakes, at GB's expense, to do and execute, or arrange for the doing and executing of, each necessary act, document and thing to give full effect to the terms of this Agreement.
- e. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the shall be subject to the exclusive jurisdiction of the English and Welsh courts.
- f. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original and together shall be one agreement.

Signed: \_\_\_\_\_ Nicola Peters

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_ George Eaton Busfield and Associates

Dated: \_\_\_\_\_