

FW: Without Prejudice Proposal to SP - Share with...

Subject: FW: Without Prejudice Proposal to SP - Share with JE for call tomorrow as requested by JE and SP
From: George Eaton-Busfield <george@g-cv.com>
Date: 18/05/2018, 23:35
To: "Jason, The JET Group" <jason.earl@thejetgroup.co.uk>
CC: George Busfield <george@ginkgocv.com>, Heather Pettman <heatherpettman@gmail.com>, 'Stuart Pettman' <stuartpettman@gmail.com>, "Spettman@spap.co.uk" <Spettman@spap.co.uk>

Hi Jason,
As discussed with you and Stuart today - please see the below email and proposition / suggestions that may be of help to you both / all in conversations tomorrow / otherwise.
As below please note this is not formal advice just my attempts / input / assistance to try and help the situation.
Kind Regards,
George

ALSO
JASON, STUART, HEATHER,

MAY I SUGGEST THAT YOU ALL HIGHLIGHT AND RAISE ANY POINTS THAT YOU WISH TO RAISE / CLARIFY / AMEND IN ADVANCE OF CALL.
I THINK THIS WILL FACILITATE A POSITIVE OUTCOME FOR ALL AS SWIFTLY AS POSSIBLE.
AND I THINK A RESOLUTION IN PRINCIPAL IS KEY FOR ALL TOMORROW AS I UNDERSTAND PRESSURE IS BEING APPLIED TO BOTH / ALL SIDES NOW AND THIS LIKELY REPRESENTS THE LAST CHANCE TO RESOLVE BEFORE IT ESCALATES TO LAWYER TO LAWYER INTERACTION - WHICH IS EXPENSIVE AND UNPRODUCTIVE.
ANYWAY - SHARED AS DISCUSSED IN GOOD FAITH, PLEASE IF OPENESS AND CLARITY IS SHARED I THINK JASON AND STUART (AND / OR OTHERS AS APPROPRIATE) CAN SECURE A SUITABLE OUTCOME AND LIKELY ANSWER ANY QUESTIONS PEOPLE HAVE SO THE FOCUS CAN BE ON LESS ADMINISTRATIVE MATTERS AND ON MORE POSITIVE ACTIONS AND ENERGY MOVING FORWARD.

PLEASE FEEL FREE TO CALL ME ANYTIME - IN ADVANCE OF THE EVENING CALL IF NEEDED BE - e.g. TO HELP / PERHAPS ANSWER QUESTIONS IF I CAN.
OTHERWISE HOPEFULLY ALL WILL BE AGREED TOMORROW TO THE BENEFIT OF ALL.

MUCH APPRECIATED.
KIND REGARDS
GEORGE

From: George Eaton-Busfield
Sent: 17 May 2018 06:06
To: 'Stuart Pettman' <stuartpettman@gmail.com>; stuart pettman <s.pettman@yahoo.com>; Spettman@spap.co.uk; Heather Pettman <heatherpettman@gmail.com>
Cc: George Eaton-Busfield <george@g-cv.com>; georgebusfield@hotmail.com
Subject: Without Prejudice Proposal to SP
Importance: High

Hi Stuart,

[Without Prejudice. Strictly Confidential to G Busfield and S Pettman Only.](#)
[All Rights and Legal Privilege Reserved. Illustrative and for discussion purposes only.](#)
(For informal illustrative discussions only unless mutually agreed otherwise).

Hope you (and of course Heather) are doing ok. It was really good to be able to talk and catch up with you directly again today.

Relatedly, I do feel it is helpful to you / me / all (and arguably imperative at this time of trying to combat extensive external / H Daniels industry frauds) that we are able to converse by phone if possible - if so as to expedite resolutions to matters at hand - and ultimately benefit those who continue to act with integrity.
Regardless, my apologies I have been unable to revert to you prior / last week - this was not my intention. I am afraid I haven't been in the best of health recently, and to be honest was pretty much non-functioning for the last week / ten days. Nonetheless, I am sorry if this caused you / Heather any inconvenience.

Above said, I would hope you know I inherently always endeavour as best I am able - please understand I have a vast array of challenges and stakeholders I am trying my utmost to act in the interests of - whom I respect, value and care for personally and professionally - I hope my efforts below will illustrate by example.
If you do have any concerns please raise them with me directly in first instance (by phone asap where possible). Alternatively please approach A Voce or Jason Earl - as you have done this last week I was unavailable. Indeed, I feel you are the advocate of a straight approach - thus feel free to call me anytime as said.

[And so to the matter\(s\) at hand - Securing Mutually Beneficial Agreements - for you and the relevant entities / other parties](#)

As I think you know, I have agreed to assist you and some / all of the entities referred to herein as "RAN / JET / TTN / Other", to try to establish, **in the first instance**, 'agreements in principal' for MUTUALLY valuable, satisfying and risk mitigating working relationships going forward - and to do so asap.
In the second instance, these agreements in principal will of course be converted / transposed to suitable contract(s).

As you are more than aware, there is an extensive workload facing you, me, trusted colleagues and these business as all attempt to move forward operating legitimately and with integrity - in an industry currently clouded and infused by malfeasance and wrongdoing.

Thus, I ask you plainly to please help me resolve and establish these "agreements in principal" for yourself / these entities / other parties asap and with openness to myself such that they can be conveyed to contracts and value added activities continued in earnest when time is arguably against all.

Accordingly, I am sending this email without prejudice and strictly Confidential to you and I - such that I hope in simplifying and minimising the parties involved in this discussion that the objectives and matters herein can be resolved far more promptly.

Only once you and we have such sought 'agreements in principal', do I agree, **subject to your concurrence**, to share conclusions with any wider audience so to initialise contract creations. BUT PLEASE WE HAVE TO ACCELERATE THIS RESOLUTION FOR ALL CONCERNED.

AND, IMPORTANTLY, please note that whilst the relevant entities and parties have asked for my assistance in this matter, that you must not take any content shared by myself as formal professional legal and / or financial advice - my content albeit educated is illustrative to facilitate progress - you should seek suitable independent legal and financial advice at your own cost if you feel necessary. That said, my intention is to help you and all define a fair, equitable and mutually valuable and satisfactory agreement.

PLEASE NOTE THERE ARE ALSO OTHER UPDATES I WISH TO SHARE / DISCUSS WITH YOU BUT HAVE BEEN UNABLE TO REACH YOU RECENTLY - PLEASE REMIND ME TO DISCUSS THESE WITH YOU ASAP. (Global News / ARB & USA etc etc).

PROPOSED SOLUTION: TERMS & OPTIONS - FOR SP'S AGREEMENT

STUART, In accordance with above thoughts / ideology and your own relayed inputs / prior agreements and / or recent proposals I share and outline solution proposed - for your consideration and approval below.

I have done my best to consider your & other parties objectives, and would appreciate if you could call to discuss / agree so all can move things forward as there are likely things inherent that you should know and vice versa.

I have genuinely done best to define a way forward utilising the input given to me and my understanding of all the various parties positions, hopes and objectives. **NOW NEED YOUR APPROVAL / INPUT / THOUGHTS / OBJECTIVE FEEDBACK - SO PLEASE CALL TO DISCUSS TOMORROW.**

Please note - for the avoidance of doubt by any party herein or otherwise - that from this date all legal costs are to be covered by the individual that incurs. RAN / JET / TTN intend to complete the majority of their own legal work internally and therefore expect to incur no or v limited external costs.

ALL PARTIES SHOULD DISCUSS TO ENSURE LEGAL COSTS CLARITY GOING FORWARD IS EXPRESSLY AGREED AS TO ANY RESPONSIBILITY (Please note beyond my own understanding at this time but happy to try and assist via phone calls etc).

PROPOSED SOLUTION

1. RAN / JET / TTN / Other(?) wish to secure market input expertise of Mr Pettman (SP) - SPECIFICALLY to support Product and Business Development and Sales.
2. RAN / JET / TTN / Other(?) wish to acquire / or secure Option to acquire all shares discussed with SP for £1 per entity - e.g. LS / LSHL / LS India / Market Tutors - as is agreed appropriate and subject to legal advice and SP discussions. NOTE - SUGGEST CHECK LEGALS POST DISCUSSIONS THAT ALLOWABLE / ADVISABLE FOR ALL.
3. RAN / JET / TTN / Other(?) request '2' to be secured under an NDA so as to protect its confidentiality and would request for HP and SP to assign an irrevocable proxy director as mutually agreed appropriate and in the best interests of integrity, justice.
4. SP & JET wish to complete the transfer of the "REGtech" contract as advised and agreed by SP, but subject / on agreement invoices to be submitted and revenue distributed to JET net of IBs due to SP and AP.
5. RAN / JET / TTN / Other(?) require affirmation, disclaimer(s) that any remuneration proposed to SP is for SP market / consulting and Business Development expertise and this must be confirmed and disclaimed so as not to be interpreted / inferred in any way as funding for legal cases.
6. RAN / JET / TTN / Other(?) believe SP can assist herself via own marketing / structure and finance via SP reclaims due etc. They state willing to assist and advise informally as best they can but must not be considered formal advice. This is just a point of note really I think.

FW: Without Prejudice Proposal to SP - Share with...

7. RAN / JET / TTN / Other(?) believe SP can assist himself via own marketing / structure and finance via SP reclaims due etc. They state willing to assist and advise informally as best they can but must not be considered formal advice.
8. RAN / JET / TTN / Other(?) wish for SP to assist not only in market and Business Development and Sales BUT also in helping define the wider Sales Strategy. It is anticipated that SP either as sole trader, but more likely in the LT as a corporate entity, may well become a / their leading Sales and Marketing Channel.
9. It is further anticipated that in due course SP should be included in Share Option Schemes, Pensions, Bonus or Commissions, Company and Partner Perks and such forth - subject to legal and conflict approval it is anticipated and aspired to be a LT "partnership" (or whatever suitable legal structure is appropriate).
10. RAN / JET / TTN / Other(?) would wish to discuss and understand SP intentions / options regarding any legal / litigation he has ongoing such that they are explicitly excluded from, or possibly can support (not necessarily financially but with all matters to be considered) but impossible to clarify at this point as it is understood that SP's lawyer is not responding to contact or providing any clarity or advice on the case. IN ANY EVENT WHATSOEVER, NONE OF THE ABOVE ENTITIES ARE UNDER ANY CIRCUMSTANCES WILLING TO CONSIDER ANY LEGAL MATTERS THAT INVOLVE MR TINKLER GOING FORWARD.

ILLUSTRATIVE REMUNERATIONS TO SP AND OTHER BD RESOURCES:

(Suggest below benefit from discussion with SP / Others)

	SP 23-May-18	post 01-06-18	Other BD Team £	AP
% Commission (ALL) Plus % New Project Income	RAN / JET / ENTITY RELATED INCOME			
Signing Bonus AND Retainer (x3 months) to SP and others for Product & Bus Dev & Sales 30%. (EG IPC) = Per Project % by Board	£45,000	£15,000 x3 months	£3,000 Economou	£1,500 AP
Remuneration to SP for Share option(s) described above (Discussion Points here)	£20,000			
Revenue to invoice and recover from 'REGTECH' and distribute to SP and AP as IBs also		£3.5k REGTECH IB		£3.5k REGTECH
IB	£16,000 (£5k+(£3kx2x3)£18k-7kIB)	REGTECH		
Additional Revenue Available from VAT reclaim (Informal valuable advice available)	~£20-£40,000			
	£65k	£15k	£3k Economu	£1,500 AP
+30%	+Project Income	+£20-40k VAT		+£3.5k Regtech

SUPPORTING NOTES:

1. In the event a 'proper' solution can not be agreed then an interim standard IB plus guaranteed retainer plus guaranteed signing bonus is I believe a short term interim option as previously was agreed / discussed - BUT - but this would be limited to circa £15k and £15k respectively and am advised would only act as a very short term interim measure. I would presume Stuart you would concur little point in such a half measure.
2. I understand that the signing bonus and all x3 months subsequent payments is proposed as would require a x6 month commitment from SP not to leave but assist in the development and progression going forward.
3. I understand facilitation of the regtech income and distribution is to fall under SP responsibilities BUT that assistance can be provided if needed.
4. SP will need to provide VAT Invoices and should register, reclaim and recover VAT. Informal best advice is available on this matter I believe.
5. I understand after first x3 months retainer would be reviewed and amended up or down by any / all given entities - considering fair cost / remuneration requirements.

ONLY OTHER POINTS CAN THINK OF & FOR DISCUSSION IS LEGAL FEES / ADMINISTRATION ORDER COSTS & CONTRIBUTIONS & ENTITY ALLOCATIONS.

(Alongside other points raised - re clarity on SP legals moving forward etc).

Hope the above provides a blueprint for agreement in principal and to move forward to drawing up a contract to day so can focus on Daniels, Livesquawk, Their Fraud and communication to Pres / Authorities / Banks etc.

Please call to discuss / agree / clarify asap once you have digested above.

Speak Soon,

G