DRAFT	COPY	REF-APPENDIX B

INVOICE
info@g-cv.com

GCV
Parkstone House, 5a Parkstone Road, London, SE15 4UQ. UK

Invoice #	Date
2017-i21i	11/04/17

Client(s)

RANsquawk

Realtime Analysis and News Limited ("RAN")

Moor Place, 1 Fore Street, London, EC2Y 5EJ. UK

SERVICES	£
DESCRIPTION	*TOTAL*
GCV Bonus as in alignment with long-standing policy as to cover period to year-end 03-04-17; as approved by Board of Directors & compliant to advice & quantums provided by company's accountants. As for investigations as uncovered £multi-million misappropriations & recovery plans; PLUS for provision of critical strategic direction & consulting so as to provide mitigation(s) to MNI impact(s) AND address core governance failings in prior directorships of Schneider, Singh & Cheung AND for enabling potential RANsquawk survival, in partnership with Reuters, & otherwise.	£107,230.00
	£107,230.00

CREDITS, REFUNDS, DISCOUNTS & ASSET TRANSACTIONS				
DESCRIPTION OF VOLUNTARY CREDITS & TXs (per terms below)	*Ref Detail(s) & Note(s) 1*	CREDITS Incl VAT	VAT RAN Reclaim	£ CREDITS ex VAT
GOODWILL CREDIT 1 - VOLUNTARY CREDIT FOR GOODWILL 1	To reimburse GCV fees Mar+Apr16 (per i11i) predominantly - as required to mitigate any risk re: entrapment by prior directors (SNE,RS,other) re:D-Div(s) & per GCV+MP fees in GCV i11i or otherwise; and/or subsequently to credit against cash DBs by GCV on behalf of client(s)*	-£20,000.00	£0.00	-£20,000.00
GOODWILL CREDIT 3 - VOLUNTARY CREDIT FOR GOODWILL 3	To reimburse for all 3rd Party HR Costs GCV incurred on behalf of Client(s) as Invoiced in GCVinv i20ii to support client cashflow for goodwill or otherwise reserving all rights to re-invoice in full in future as per terms herein or rights to do so or otherwise*	-£13,585.77	£0.00	-£13,585.77
GOODWILL CREDIT 4 - VOLUNTARY CREDIT FOR GOODWILL 4	To reimburse for all 3rd Party HR Costs GCV incurred on behalf of Client(s) as Invoiced herein in this GCVinv i21i as to date of Invoice - to support client cashflow and reserving all rights to re-invoice in full in future as per terms herein or rights to do so or otherwise*	-£20,100.00	£0.00	-£20,100.00
GOODWILL CREDIT 5 - VOLUNTARY CREDIT FOR GOODWILL 5	To credit predominantly to reimburse any NET GCV fees not yet reimbursed as charged per prior INV i20ii (s) and/or as to Feb16 regardless reserving all rights to re-invoice in full in future as per terms herein or rights to do so or otherwise*	-£23,120.00	£0.00	-£23,120.00
NOTE: All credits and/or refunds - as are discretionary, voluntary, and/or otherwise - and/or as detailed and/or offerred and/or referred to herein - are all subject to all the terms and conditions specified herein.		**-£76,805.77**	**£0.00**	**-£76,805.77**

*Reserving all rights to re-invoice in full in future as per terms herein or rights to do so or otherwise.

> > > NOTES, TERMS & CONDITIONS FOR THE ATTENTION OF THE CLIENT	
PAYMENT DETAILS	Total Now Due is now due by return upon receipt of an electronic or paper copy of this invoice. But in all instances within 7 days. Please note no VAT due as GCV LTD below VAT threshold at present.
	Please pay directly by return and in all instances within 7 days to Bank AC (Sortcode: 600112, ACcode: 43543472), or alternatively to the relevant Client AC at the Accountants "PJM" (Sortcode: 560023, ACcode: 25137123) if, or as, directed.
PLEASE ENSURE REVIEW THIS & ALL INVOICES	1) Upon receipt, please ensure to check this and all invoice(s) details. In unlikely event you perceive inaccuracies please highlight to GCV asap, but absoluetly within 30 days from date of invoice.
	2) If any inaccuracies are thus validated GCV will reciprocally seek to rectify promptly - either via a subsequent invoice or a direct payment as to be agreed and support customer service wherever possible. Thank You.
Terms & Conditions For Any Herein Included: GCV offers of Voluntary and/or Discretionary and/or Goodwill Credits and/or Discounts	If GCV LTD has offered and/or incorporated any voluntary and/or discretionary discount(s) and/or credit(s) in this invoice (or not), so as intended to provide a financial and/or goodwill benefit(s) to the client(s) or any close connected entities of relevance to the client (or not), it is a condition herein of any and all such credits or discounts as may be offerred, that the client(s) is hereby deemed to have irrevocably agreed and accepted the terms of any and all such offer(s), and all other quantums, terms and conditions detailed herein this invoice, immediatly upon the client either issuing a direct acceptance of such, or via the client undertaking actions inherently implicating their acceptance of such terms and conditions, such as is specifically to include (but not be limited to) the client making a payment equivalent only to the reduced discounted credited net sum (as per invoice herein). It is a further condition that upon any such form of acceptance by the client, direct or implied (as described), and thus their concurrent adoption & enjoyment of benefit(s), that they duly, reciprocally, simultaneously and irrevocably agree, that immediatly upon any such form of acceptance, they accept to be legally bound by the further related and fundamental condition as is herein required by GCV LTD in such instances, this being that in the unlikely event of a dispute subsequently arising between GCV LTD and the Client(s), regarding this invoice and/or its' payment, that the client(s) hereby agrees to be deemed to have already irrevocably agreed, without exception, that GCV LTD has consistently and always expressly reserved all rights such that it may, lawfully, justly and immediatly (upon any validation of any such dispute) rescind any and all such voluntary and/or discretionary discounts, credits and/or refunds as are included in this invoice, and/or as are incorporated within any invoice(s) issued by GCV LTD to the same client(s) or any closely connected entities within a period of 36 months preceding and/or succeeding the date of this invoice, such that GCV LTD may immediately request and/or demand at such time, via a single written or email correspondence to the client(s) or otherwise, for the total aggregated financial sum(s) of any and all such voluntary and/or discretionary discounts, credits and/or refunds, across all such invoices, to be immediatly due for payment, in full, within 7 days from the date any such first written or email correspondence is issued by GCV LTD; and furthermore that at such time the client(s) has also hereby to be deemed to have congruently and irrevocably agreed, that in any such an eventuality, that any and all such related debt(s) as GCV LTD may rightfully and duly request or demand (via one or more correspondence(s) as GCV LTD desires) is/are to be acknowledged and considered, without exception, by the client(s), to be bona fide and justly due for payment within the said 7 days herein stated.
Further Terms & Conditions As To Apply To Any Herein Included: Asset(s) Provisions, Leases, Acquisitions and/or Disposals As detailed and/or Refferred to Herein.	As intended to be congruent with GCV's sentiment and policy inherent in the other terms and conditions included herein, it is to be unanimously and irrevocably agreed by the client(s), (and/or any closely connected party as is reasonably relevant hereto), that immediatly upon payment of this invoice, (inclusive of any discounts and/or credits included herein or not), that any provision, aquisition, disposal and/or lease of any assets by GCV to, and/or with, the client(s) (or any such said closely connected party(s) as reasonably relevant), as detailed or referred to within this invoice, are to be deemed to have been unanimously and irrevpcably agreed by the client(s) and any and all such related and/or connected parties, on the terms as described herein or as otherwise provided by GCV. Furthermore, upon such said payment of this invoice to GCV by the Client(s), or said parties, it is unilaterally, unanimously and irrevocably to then be agreed that any and all assets as detailed and/or referred to in this invoice are to be deemed and agreed to have become the property and ownership of GCV, and this is to be without exception (save as to GCV providing a duly approved and authorised direction to the alternative or where the details herein refer to a disposal of assets by GCV). AND, notwithstanding the above statements of this clause and paragraph, it should and worthy to be noted by all relevant parties hereto, in almost all, and certainly the majority of instances, that any asset provision, lease, aquisition and/or disposal to and/or with client(s) - (and or their connected and/or relevant parties) - are usually undertaken to assist the client(s) business and cashflow, and usually at the request of the client(s) themseves. However this last sentence, albeit it outlines a reality. is not to superceed the terms previously detailed and/or referred to in this clause / paragraph.

DISBURSEMENTS (DBs)		GCV VAT incl	RAN VAT incl	£
DBs Advances for RAN	Disbursements	£0	£0	£23,970.00
DBs for Admin, Accom, HR	Disbursements	£0	£819	£10,574.06
DBs for IT & Equipment	Disbursements	£0	£5,182	£31,260.47
DBs for HR Resources RAN	Disbursements	£0	£0	£20,100.00
DBs Misc	Disbursements	£0	£0	£2,287.90
TOTAL DBs Due	**Disbursements**	**£0**	**£6,001**	**£88,192.43**

RECHARGES (reCHGs)		GCV VAT incl	RAN VAT incl	£
DBs for HR Resources RAN 2	Disbursements	£0	£0	£2,500.00
reCHGs for Travel 1 & IT services	Recharges	£399	£0	£7,559.34
TOTAL ReCharges Due	**Recharges**	**£399**	**£0**	**£10,059.34**

TOTAL NET GCV FEES & REMUNERATION DUE		**£30,424.23**
TOTAL NET RECHARGES excl VAT		**£9,660.03**
TOTAL NET DISBURSEMENTS (incl VAT to Client(s) indicated)	£6,001	**£88,192.43**
TOTAL FEES & RECHARGES excl VAT		**£40,084.26**
VAT ON FEES	£0	**£0.00**
VAT AS INCL RECHARGES	£399	**£399.32**
TOTAL NOW DUE		**£128,676.00**