

Subject: FURTHER ATTEMPTS RESOLVE UNLAWFUL MATTERS WITH MR EARL (RE: JEArL-Fiduciary-Duty+IT+Data-Requirements – Proposed Agreement in Principle (Part1))

From: Cynthia Busfield <cecb@cecb.uk>

Date: 24/10/2019, 22:42

To: Jason Earl <jason.earl@ransquawk.com>, Cynthia Busfield <cecb@cecb.uk>, "jason.earl@thejetgroup.co.uk" <jason.earl@thejetgroup.co.uk>, "jase@virtualfunction.net" <jase@virtualfunction.net>, "jaseearl@gmail.com" <jaseearl@gmail.com>

CC: Mr Phillip Williams <pw@g-cv.com>, "adam@g-cv.com" <adam@g-cv.com>, "george@g-cv.com" <george@g-cv.com>, "Jonathan.Peck@orj.co.uk" <Jonathan.Peck@orj.co.uk>, Richard Rones <rrones@thorntonrones.co.uk>

Mr Earl,

I write in response to your email below (of 21-10-19 at 21:51) and in connection with the previous lawful demands made of you (by myself, ORJ LLP and/or otherwise) for you to provide any and all IT, Banking, and other services and suppliers information (such as enables, or is used by, the Companies' to operate and provide services to Clients), which you know of and/or hold, and critically specifically all such information as you currently hold solely and/or control (unlawfully in a number of instances) and which by doing so you are posing significant unwarranted unlawful risks to the Companies' and breaching your own fiduciary duties.

PREAMBLE

For the avoidance of doubt, on behalf of myself, Mr Williams and the Companies' you are hereby demanded to immediately provide us (as legally entitled as Directors, Shareholders or otherwise) with any all such information you know of and/or hold as is identified, stated or referred to herein and/or within any of the aforesaid demands and/or as can be reasonably expected to be or have been requested by the sentiment of such demands and/or this correspondence and/or all and any prior correspondences and/or demands relevant to these matters and issues as are herein being addressed.

Notwithstanding the above, as defines absolutely the minimum demands as have been and are hereby lawfully being made of you, given your email response below and in order to try and progress resolutions to these matters and issues promptly, even if such swiftness can only be achieved on a staged basis as it appears you are indicating/implying, I reply (again on behalf of myself, Mr Williams and the Companies') to address the relevant specific points you have raised in your email and/or as are apt to address otherwise below.

A) INFORMATION DEMANDED FROM YOU TO PROVIDE IMMEDIATELY:

1. All information as per all prior demands made (from ORJ LLP or otherwise) and/or this correspondence, and/or otherwise, to comply to the sentiments' of such and to protect the Companies' best interests in all circumstances - and as to include as a minimum per that previously detailed as detailed below.
2. Per ORJ LLP "All IT code and Intellectual Property as is owned by the Companies' and as enables the Companies' to deliver its service to Clients, together with Any and all passwords, codes or other log-in details necessary to allow the Companies complete and full access to the Companies'".
 - a) Servers b) Companies House Accounts c) Bank Accounts d) Support Services
 - e) HMRC accounts – including Government Gateway details f) IT Systems g) Any and all other Company Accounts

B) PROPOSED SHORT TERM EXCEPTION TO DEMANDED INFORMATION – UNDERSTOOD AGREED IN PRINCIPLE (SUBJECT TO CONTRACT) BETWEEN MR EARL AND MR VOCE – IN ORDER TO TRY SUPPORT PROMPT PROGRESS TO RESOLUTION OF DISPUTES VIA A STAGED/PHASED APPROACH:

1. Companies House Accounts as was specified per "b" above.
2. It is noted in your email you have proposed the provision of Bank Account Information is also excluded from the information you will provide– this is not agreed and of concern noting the Companies' rights to such, particularly given your subsequent statement that you "have concerns about criminal and civil liability for myself should they be surrendered".
3. Additionally, this banking information is clearly fundamentally required for the Companies' audits as are in progress.

C) FURTHER NOTES TO POINTS RAISED BY YOUR EMAIL - REGARDING IT AND INFORMATION

1. I can confirm (again on behalf of myself, Mr Williams and the Companies') and as I understand was agreed in principle by yourself and Mr Voce, that your outstanding invoices as at the date ORJ LLP issued their relevant demand for information (15-10-19), will be paid in full once you have provided all the above demanded

information, and such has been verified and validated as accurate with the exception of that detailed per "B.1" in order to make progress.

2. Your proposal to exclude provision of banking information for the Companies is of course not accepted or agreed for above stated and obvious reasons.
3. As assumed will not be an issue, but FYI, you will be respectively required to sign a legally binding declaration to warrant that you have provided honestly and accurately all such information demanded and in accordance and as defined by this correspondence and prior demands, and that you will not amend or change or duplicate any such information, or create any new accounts of any kind, without both my and/or Mr Williams express written permission in any and all instance(s) whatsoever, and that in any such event you will provide all information, user and login details to us, and further that you confirm that control and administration of all such information and related supplier accounts as you provide is to remain under my and/or Mr Williams control in the future unless confirmed otherwise in writing by us.
4. The above declaration will also include and thus duly require you to legally declare that the accounts you state are no longer in use are such and that you will again not replicate or sign-up to any such accounts or any accounts otherwise without the same aforesaid, per "3" above, expressly written authorisation from Mr Williams and/or myself, and again together with your provision of all same stated (again as per "3" above) correspondingly relevant information, user and login details to us, and your same confirm that control and administration of all such information and related supplier accounts as will remain under my and/or Mr Williams control in the future unless confirmed otherwise in writing by us.
5. For avoidance of doubt any future payment(s) made to you in regards to matters addressed herein are to be understood to be isolated ad-hoc payments to enable progress and resolution to these disputes and are absolutely not in anyway whatsoever to be considered to represent or constitute any new contractual obligations or commitments following your resignation.
6. Noting the prior point above, it is however hoped and wished that these current matters and issues can be resolved and that a new contract for your services can be agreed asap and with the adoption by all parties of a new positive and proactive demeanour.
7. With regards to the information and accounts you have stated "Do not have details / Unrelated to myself" – as the most senior IT executive at the business and the individual we consider to offer a CTO role to if these matters and related issues can be appropriately resolved, and indeed as a Director, we do need you to attain this information and provide it. However, I/ we and Mr Voce agree to try and assist you in doing so as swiftly as possible and please also ask (as I / we will support) all relevant parties including Mr Hayward so as to assist you in this regard.
8. Similarly to the prior point, regardless as to whether VERSA have not complained, re HMRC and government gateway accesses, or you have not recently used these logins, please do provide the details by return nonetheless as demanded.
9. Again, for the avoidance of doubt, I / we note and confirm that you served your resignation in August and that no contract for your services has been agreed to since. However, we hope you will recognise the positive ethos we are trying to adopt and implement for the future, and ideally together with your support. Hence, I propose and hope that upon swift and prompt and honest resolution of the issues and matters addressed herein a new contract can be agreed with yourself concurrently asap.
10. To reiterate, it is my / our intent simply to see implemented what is right, lawful and correct and to aim to protect and enhance the interests of the Companies' in all circumstances.
11. Regarding another member of IT staff as you suggest – I / we understand and have agreed this already and a new individual has been agreed and is due to start early November 2019.
12. I / we agree to make agreed and due payment to you as per above as soon as you have fulfilled and provided the requested information and it has been validated, and to do so within 24 hours of such being completed.

C) FURTHER NOTES TO POINTS RAISED BY YOUR EMAIL - REGARDING OTHER MATTERS:

1. I / we will address these separately asap as appropriate and as needs be. However I / we do hereby share that we similarly to
The above wish to try and resolve these matters asap and it is evident that your input and assistance to do so is needed.
2. I / we / Mr Voce have asked you previously if you wished us to send you a without prejudice offer regarding most matters addressed herein in terms of future agreements and plans. Please advise if you wish for such to be forwarded to you once draft or final versions completed?

D) PROPOSED NEXT STEPS & DOCUMENTS REQUIRED FROM YOU TO PROGRESS:

1. Please confirm that you will comply and satisfy the requests made herein and thus duly provide me and Mr Williams with a duly and appropriately completed version of the spreadsheet provided (or any updated version thereof as is reasonably forthwith provided in the near future). **PLEASE PROVIDE COMPLETED SPREADSHEET WITH COMPANY INFO.**
2. Please confirm that you will comply and satisfy the requests made herein and thus duly provide me and Mr Williams with a duly and appropriately completed Declaration with warranties as are reasonable requested and specified herein and such as I/we will provide you with in due course. **PLEASE PROVIDE COMPLETED DECLARATION WITH WARRANTIES.**
3. Please confirm if you wish the above inferred / indicated offer for your future engagement and service provision to be sent to you once drafted / finalised. **PLEASE CONFIRM IF YOU WISH FOR OFFER FOR YOUR FUTURE SERVICES TO BE SENT TO YOU ONCE COMPLETED.**
4. Please confirm receipt of this email and your agreement in principle to the demands and requests and proposals herein. **PLEASE CONFIRM.**
5. Hopefully then all can be actioned, completed and fulfilled as appropriate respectively and you can be paid accordingly and furthermore ideally future plans and your remuneration can be confirmed and concluded.

Please respond and confirm as soon as possible so I / we and yourself can move forward promptly and positively asap.

Regards
Cynthia.

From: Jason Earl <jason.earl@ransquawk.com>

Sent: 21 October 2019 21:51

To: Cynthia Busfield <cecb@cecb.uk>; jason.earl@thejetgroup.co.uk; jase@virtualfunction.net; jaseearl@gmail.com

Cc: Mr Phillip Williams <pw@g-cv.com>; Adam Voce <adam@g-cv.com>; George Eaton-Busfield <george@g-cv.com>; Jonathan.Peck@orj.co.uk

Subject: Re: JEarl-Fiduciary-Duty+IT+Data-Requirements – Proposed Agreement in Principle (Part1)

Mrs Busfield,

Subject to my conversation last night with Mr Voce and concerning the letter your legal representative sent (as attached in your previous email), I can provide the points A, D, F, and where applicable G (nothing has been specified here by either party, so I believe is not relevant for now).

I have made my stance clear that points B and C are contentious. While the stakeholder dispute from last year remains, I have concerns about criminal and civil liability for myself should they be surrendered. I believe this can be addressed once all stakeholders agree, ideally, following a meeting in the offices in London. Regardless, I believe stakeholder matters are a separate concern. Especially as my letter stated, I was only resigning from IT duties and not my directorial position.

Regarding point E, I believe Versa have these details. I've not used any HMRC gateway since I registered either of the JET companies. Versa has not expressed any issue with accessing these.

Adam and I agreed in principle that I was to be paid upon completing the spreadsheet you attached to the best of my ability. There are several old services on here that we no longer use, or I do not control - I have outlined below.

Not used:

Lime Proxies (from Ranvir days)

Fragnet (Typefrag does this)

Softlayer (from Ranvir days)

Paragon (Old blog)

R P Lovatt Insurance / Close Premium (from last year)

Trading Economics (Calendar)

Do not have details / Unrelated to myself:

MailChimp (Alec?)

Facebook (I think this is tied to Laura, I've not used since her departure)

Linkedin - Laura / Ruth

SmartDraw Software LLC - Not even used in the office

McAfee HSS Safeconnect - Not even used in the office

The Financial Times - Desk

The Telegraph - Desk

FutureSource - Desk

Street Insider - Desk

Briefing - Desk

Reed - Ruth?

Related to points B & C:

First Formations

It leaves the following IT/Infrastructure:

UK Servers
Typefrag
Namecheap
Microsoft
Google
Linode
Digital Ocean
Sipgate
Soho66
Github

I outlined IT support will be supported yesterday/today/tomorrow. When speaking to Mr Voce, I made clear this should not drag out any longer than needed and therefore would like to be paid within a day of providing what has been outlined above. My IT invoice for the remainder of the month will go in at the end of the month.

Discussions will be made to secure IT support on a rolling basis after payment. It gives some level of security to the business following this month. Regardless of my situation, the company should have another member of IT staff, and pointed out to Mr Voce that Mr Hayward, Ruth and myself have been the only people who have sought to be proactive in this regard, which seems to contradict what was suggested in Mr Peck's original letter.

Regards,
Jase.

On 21/10/2019 13:39, Cynthia Busfield wrote:

Dear Mr Earl,

As a Director I write on behalf of The Jet Group Services Limited, The Jet Group Limited, Realtime Analysis and News Limited and the trading businesses "RANSquawk" and "Talking-Forex" in connection with the current dispute between yourself versus myself and these entities, and as relates to my, and/or my lawyers (ORJ Solicitors LLP) prior request(s) for you to provide and handover all the relevant information and data as requested and as is owned by the Companies', and as the Companies' and businesses require to enable them to deliver their services to clients and/or as has been specified in the said prior associated correspondence to you, from myself and/or my lawyers.

I understand that you had a relatively amicable conversation with Mr Adam Voce in regards to this dispute last night and that you wish for recent invoices you have issued (as are currently disputed) to be paid but that you are unwilling to provide or handover passwords and codes related to any Companies House Accounts; however you and Mr Voce agreed in principle that you are willing I understand to share and provide the other information requested in the attached copy of the correspondence from ORJ Solicitors LLP in regards to these matters and as may be reasonably identified, upon agreement that in doing so you will be paid for the recent invoices you have issued (despite my dispute of them at this time).

Please reply to this email by return to confirm that you share the same understanding as I have indicated above, and in the event you do so I will likely forthwith facilitate and progress such to enable and in order for all parties to try and move forward.

Additionally, if still of interest (please confirm by return) I will potentially also try and have a without prejudice offer forwarded to you as to propose a remedy and solution for my, your, our relationship and agreements for the future.

I hope hat in taking this first step and hopefully being able to forward you the aforesaid offer without prejudice this may enable a 'roadmap' to resolve the current disputes and also other matters as are outstanding at the business.

I have copied in Mr Hayward in order that he is aware of the attempts to resolve and address these matters given his senior executive role. I also enclose a copy of ORJ Solicitor's relevant correspondence and an initial draft version of the information that is to be requested in accordance with the above.

Please confirm or reject my above understanding and offer to try and have an offer advance to you without prejudice.

Please reply directly to myself in this instance and please remain courteous professional and positive in your response as I duly hereby do the same.

I wish to try and move things forward positively for the businesses and companies and I would be grateful of your assistance and positive input in return.

All above subject to contract and/or finalised terms.

Regards
Cynthia Busfield.

— Attachments: —

ORJ-JEarl-FiduciaryDuty+IT+Data-Obligations.pdf	92.2 KB
ORJ-JEarl-FiduciaryDuty+IT+Data-Requirements-1.1.xlsx	21.0 KB