

Mr T Winnifrith
ShareProphets Limited
91-95 Clerkenwell Road
London EC1R 5BX

Our ref: AGI/EAR10/1
Andrew.Irvine@keystonelaw.co.uk

By email : tomat49@gmail.com & post

10 January 2017

Dear Sir

Re: Aidan Chad Earley ("Mr Earley")

We act for Mr Earley who has consulted us concerning the apparent breach by you of an agreement reached in March 2015 whereby litigation commenced by Mr Earley in the Queen's Bench Division under claim number HQ15X01058 was concluded and the litigation dismissed by order dated 25 March 2015.

By the time of this agreement you had apparently complied with the interim order of Mr Justice Simon dated 4 March 2015 to, inter alia, either destroy or deliver up to Peter Crawford of Stitt & Co all hard and electronic copies of the documents referred to in the order as "*the Confidential Documents*" being emails and attachments including extracts therefrom belonging to Mr Earley and obtained from his email account in or about April 2013 and passed to you by an unidentified source on an unknown date prior to 6 February 2015.

The agreement subsequently reached was made partly in writing and is evidenced by exchanges of emails between 14 March 2015 (11.42) and 20 March 2015 (11.29) and partly orally. It provided that:-

1. No future article published by you concerning Mr Earley or Worthington PLC ("Worthington") would appear on the ShareProphets Limited ("ShareProphets") website referring to the previously alleged fraudulent activity.
2. The metadata attaching to all existing articles on the ShareProphets website containing allegations of fraudulent activity by Worthington would be edited so as to become irrecoverable and in your description "*internet chip paper*".
3. Mr Earley would not object to you re-posting articles on the ShareProphets website relating to the emails the subject of the proceedings after a minimum period of seven

months but again the metadata in these articles would be edited in such a way as to make it difficult to locate on the internet. This was essentially a cosmetic exercise agreed at your request.

4. Mr Earley would speak at the forthcoming UK Investor Show organised by you and/or ShareProphets at the Queen Elizabeth II Hall on 18 April 2015. A video of Mr Earley's talk was to be made but was not to be publicly released without his prior consent.

It was on this basis that Mr Earley's claim was dismissed consensually. The order of 25 March evidencing the dismissal provided for the documents delivered up by you to Mr Crawford to be released to Mr Earley.

Despite the agreement –

- (i) on 15 June 2015 you and/or ShareProphets published an article entitled "*All Worthington articles – the fraud series – now back up.*" All previous articles published by you concerning Worthington appeared in their original form;
- (ii) several later articles have referred to the earlier allegations of fraud;
- (iii) the metadata was never amended;
- (iv) in compliance with the agreement Mr Earley delivered a talk at the UK Investor Show entitled *Faith and Money*. Despite the agreement not to broadcast the article save with Mr Earley's consent on 19 December 2016 the talk was uploaded to the ShareProphets website by you;

We are instructed to request that within 14 days you take steps to comply with the terms of the agreement by:

- (a) removing all articles published since 25 March 2015 referring to pre-settlement allegations of fraud by Mr Earley and/or Worthington;
- (b) amending the metadata as agreed; and
- (c) removing the video referred to in (iv) above;

We await hearing from you. In the meantime our client's position is reserved.

Yours faithfully


Keystone Law

