

Attn: John Humphrey Legal Counsel  
BEGBIES TRAYNOR GROUP PLC/BTG GLOBAL RISK PARTNERS LTD  
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Sent By: Registered Mail

10th December 2012

Dear Mr. Humphrey,

I had intended to respond sooner to your letter of the 27<sup>th</sup> November 2102 however this was not possible due to illness.

Your rejections in the second paragraph are similarly rejected by me. I believe any third parties reading your correspondence to date would similarly reject your rejection. Indeed an opportunity for others to Judge will soon be put to the test.

In my letter of the 2<sup>nd</sup> October and based upon numerous conversations with the ICO I set out the STRICT LEGAL REQUIREMENTS of the DPA regarding applications made [in civil cases] under Sect 35 Schedule 2 AND more importantly Schedule 3. And the STRICT requirement placed upon an "accessor" [BTG] and the Data Controller [the CRAs] to obtain a Data Subjects/Consumers sensitive, personal data and information when the "accessor" [BTG] has NOT got the Data Subjects/Consumers "Consent".

Note, according to Collins English Dictionary, the definition of "CONSENT" is: "Agreement", "Permission", or "Approval". Therein all of your rubbish nonsense letters of obfuscation, diversion and deflection fall down Mr Humphrey, as:

BTG did **not** have a Court Order; otherwise BTG would have produced same by now and proved its case that it had acted LEGALLY within the civil and criminal laws.

BTG did **not** apply to the CRAs for a Section 35 exemption; otherwise BTG would have produced the documentation in support of such an exemption by now thereby proving its case that it had acted LEGALLY within the civil and criminal laws. Similarly the CRAs would have confirmed this in correspondence and in all of the documentation provided under my multiple and recent DSAR.

BTG did **steal** my sensitive personal credit file, data and information on five separate occasions from two CRAs by the act of BTG fraudulently representing that BTG held my consent. Neither BTG nor "its clients" held my consent otherwise BTG would have produced same by now thereby proving its case that it had acted LEGALLY within the civil and criminal laws.

BTG have **failed** to provide to Equifax [despite multiple requests dating back to mid March 2012] with a response as to why BTG accessed my sensitive personal credit file, data and information. BTG would have provided a response by now some NINE months later IF BTG had acted within the law thereby proving its case that it had acted LEGALLY within the civil and criminal laws.

BTG **would have** accepted my challenge to jointly speak to the ICO overtly or covertly thereby proving its case that it had acted LEGALLY within the civil and criminal laws.

BTG **continue to use** references to "one of the relevant exemptions in the DPA" yet do not consider the seriousness of BTGs situation by SPECIFYING EXACTLY what the Exemption[s] is/are that BTG rely upon. Notwithstanding this nonsense the FACTS are that BTG confirmed on each and every occasion that BTG held my consent. Collins English Dictionary definition of "CONSENT" is: "Agreement", "Permission", or "Approval".

BTG having committed fraud by misrepresentation in obtaining and selling for commercial gain my sensitive, personal data and information to others, cannot now try and claim "AN EXEMPTION" How unbelievably stupid this is.

I attach a copy of P69 from the DPA drawn from the ICO website reference Section 35 Schedule 2 and Schedule 3. I also attach the Department of Work and Pensions forms/rules for an APPLICATION made to the DWP under Section 35 and finally one of the many Police forms/rules for an APPLICATION made under Section 35. Whoever the Data Protection Officer and/or Compliance Officer is for BTG is remarkably incompetent, however as a Solicitor you will know that this is not an allowable excuse for BTGs criminal behavior.

In my final attempt to amicably resolve this and for BTG to prove me completely wrong I offer you once again to clear BTGs name.

This can be achieved by joining me on a conference call with the ICO. Alternatively set out in writing with great specificity the exact chapter and verse Exemption in the DPA that you as BTG s in house Counsel believe provided BTG with the legal authority to have obtained my sensitive, personal data and information and sold it for commercial gain notwithstanding the fact that BTG obtained this FIVE times by fraudulent representation. I will need BTG to have completely dealt with this by Friday 14<sup>th</sup> December 2012.

On Monday 17<sup>th</sup> December 2012 the following website [the first of many] owned by my family/colleague will go live [www.btgstearncreditfiles.com](http://www.btgstearncreditfiles.com) the Password for the moment is [REDACTED] The website details will be sent to BTGs Brokers, Advisors, Public Relations entities, Major Shareholders including those holding CFDs, Forums and entered for high ranking in the search engines. It is to be hoped that all of BTGs shareholders agree with your warped view of the DPA and that BTGs behavior in stealing people's data was in no way criminal.

In addition I will take all of this egregious criminal activity to various Official Agencies. This is my final and magnanimous offer to BTG to clear its name particularly considering your pompous arrogant treatment of me to date.