

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
FINANCIAL SERVICES DIVISION

CAUSE NO: FSD 0200 OF 2016

BETWEEN:

DAVID BREE

PLAINTIFF

AND

CONYERS DILL & PEARMAN (CAYMAN) LIMITED

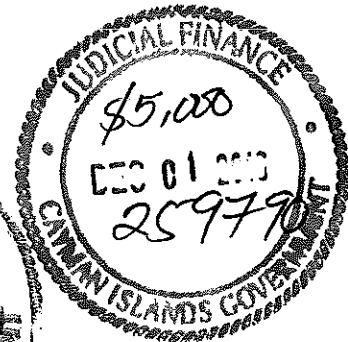
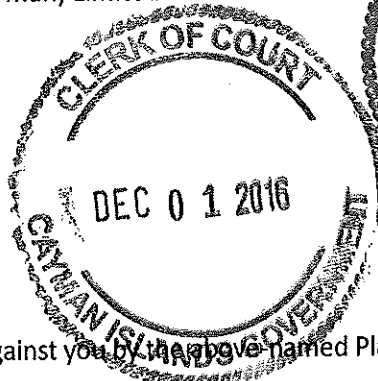
DEFENDANT



WRIT OF SUMMONS

TO: Conyers Dill & Pearman (Cayman) Limited

OF: PO Box 2681  
Cricket Square  
Hutchins Drive  
George Town  
Grand Cayman  
Cayman Islands  
KY1-1111



**THIS WRIT OF SUMMONS** has been issued against you by the above named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman KY1-1106, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued: [30] November 2016

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.


## GENERAL INDORSEMENT

The Plaintiff's claim is for:

1. On or around 29 May 2013 the Plaintiff engaged the services of the Defendant as legal counsel for various matters for which he required legal advice, the filing of proceedings, and regulatory compliance. The relationship between the Plaintiff and the Defendant was, in addition to the matters set out at paragraph 2, below, a contractual one. It was a term of the contract, *inter alia*, either express or implied, that the Defendant would not breach its duties to, *inter alia*, act in the best interest of the Plaintiff, maintain the Plaintiff's confidence, avoid conflicts of interests and maintain privilege and/or would not breach its fiduciary duties to the Plaintiff generally.
2. Furthermore, as a result of their engagement the Defendant entered into a fiduciary relationship with the Plaintiff which thereby established a duty to, *inter alia*, act in the best interest of the Plaintiff, maintain the Plaintiff's confidence, avoid conflicts of interests and maintain privilege.
3. During the course of the contractual and fiduciary relationship the Plaintiff necessarily imparted to the Defendant confidential information in relation to, *inter alia*, his financial circumstances as well as those of the companies to which he is a shareholder and/or director.
4. On or around 5 August 2016 it came to the Plaintiff's attention that the Defendant has accepted instructions from another party (the "Third Party") in relation to intimated claims against one of the companies which the Plaintiff is director and shareholder of. By accepting to act, and continuing to act for the Third Party, the Defendant is likewise in a contractual and fiduciary relationship with the Third Party and owes, *inter alia*, a duty of full and frank disclosure to the Third Party which is in direct conflict with its contractual and fiduciary obligations and duties to the Plaintiff as set out above.
5. The Plaintiff therefore claims:
  - a. a declaration that the information which has been passed to the Defendant by the Plaintiff during the course of their contractual and fiduciary relationship, in whatever form and however communicated, was communicated to the Defendant in confidence for the purpose of obtaining legal advice, and/or preparing the issuance of proceedings or defending proceedings, and/or for regulatory compliance;
  - b. an injunction prohibiting the Defendant from acting against the Plaintiff and/or DMS Governance Ltd. and prohibiting the Defendant, by himself or by his agents or servants or otherwise howsoever, from making any use of the confidential information or any part thereof for any purpose whatsoever;
  - c. an order for delivery up to the Plaintiff of all documents and other records containing any such confidential information whether made by the Plaintiff or the Defendant;

- d. damages for breach of contract;
- e. further or other relief; and,
- f. costs.

Dated: 1 December 2016



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**CAMPBELLS**

Attorneys-at-Law for the Plaintiff

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

## Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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BETWEEN: DAVID BREE

PLAINTIFF

AND: CONYERS DILL & PEARMAN (CAYMAN) LIMITED

DEFENDANT

ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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CONYERS DILL & PEARMAN (CAYMAN) LIMITED

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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)  
 yes  no

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3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)  
 yes  no

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Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

Please complete overleaf

**Notes on address for service**

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Campbells  
Attorneys at Law  
PO Box 884  
Floor 4, Willow House, Cricket Square  
Grand Cayman  
Cayman Islands  
KY1-1103  
(Ref: AJW/IJD/15895/25790)

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

[Empty box for defendant's attorney indorsement]