

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC ⁰⁰⁶⁷ OF 2017

BETWEEN:

CAYMAN ENTERPRISE CITY LTD

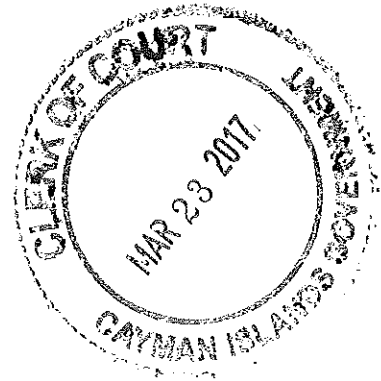
Plaintiff



JESS THOMPSON-HUGHES

Defendant

PLAINT



To the Defendant:

Jess Thompson-Hughes
c/o Eseye Limited
8 Frederick Sanger Road
Surrey Research Park
Guildford
Surrey, GU2 7YD
United Kingdom



THIS PLAINT 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 service of this **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment of Service form containing full particulars of your defense, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 23rd day of March, 2017

See overleaf for particulars of the Plaintiff's claim.


PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a company registered in the Cayman Islands.
2. The Defendant was at all material times an individual residing in the United Kingdom.
3. By an agreement (the "Agreement") in writing executed on or around 15 January 2016 between the Plaintiff and the Defendant (the "Licensee") for a license to occupy the Plaintiff's office facilities (the "Premises") the Licensee agreed to pay the sum of US\$19,000.00 as an annual license fee (the "Fee"), along with charges for any additional fees in respect of the use of additional facilities, equipment and services (the "Service Fee").
4. The Agreement contained the following express terms:
 - 4.1 The license period was for 3 years commencing on 1 January 2016 (the "Commencement Date");
 - 4.2 The Fee was payable in accordance with the Agreement's payment terms whether or not occupation at the Premises had been taken up by the Licensee on the Commencement Date;
 - 4.3 The Fee was payable in quarterly instalments with the first such payment due on or before the Commencement Date;
 - 4.4 At clause 2.3 of Schedule 1 to the Agreement, the Licensee shall be liable to the Plaintiff in respect of late payments (*inter alia* for the Fee and the Service Fee) for interest at the rate of 5% above the applicable LIBOR rate provided to the Plaintiff by Cayman National Bank;
 - 4.5 At clause 3.1 of Schedule 1 to the Agreement, the Plaintiff reserved the right to charge the Licensee the Service Fee;
 - 4.6 At clause 3.10.1 of Schedule 1 to the Agreement, the Licensee agreed to indemnify the Plaintiff against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from any breach of the Licensee's covenants contained in the Agreement.
5. In breach of the Agreement the Licensee failed to pay the fees by the due date or at all.
6. The Licensee therefore owes the Plaintiff the sum of US\$14,354.40.

7. Further, the Plaintiff claims contractual interest on the sum unpaid at the rate of 5% above the applicable LIBOR rate provided to the Licensor by Cayman National Bank from time to time from the due date to the date of issue of this claim until judgment or earlier payment.
8. Further, the Plaintiff claims under the Agreement the Plaintiff's costs (including but not limited to legal costs) arising from the Licensee's failure to pay the sum set out in paragraph 8 above.

AND the Plaintiff Claims:

1. The sum of US\$14,354.40.
2. Contractual interest as set out in paragraph 9 above.
3. Costs under the Agreement.
4. Costs.



PRIESTLEYS
Attorneys for the Plaintiff

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2016

BETWEEN:

CAYMAN ENTERPRISE CITY LTD

Plaintiff

AND:

JESS THOMPSON-HUGHES

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address-

**Jess Thompson-Hughes
c/o Eseye Limited
8 Frederick Sanger Road
Surrey Research Park
Guildford
Surrey, GU2 7YD
United Kingdom**

2. State whether the Defendant intends to contest the action.

Yes No

3. If you do not intend to contest the action, do you want time in which to pay the claim?

Yes No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this ____ day of _____, 2017

Please see overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed).

Defendant's Signature

REMINDER – This form must be taken or sent to the Court Office, P.O. Box 495GT, George Town, Grand Cayman, Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.