

**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION**

**CAUSE NO. GC 75 OF 2018**

**BETWEEN:**

**CAYMAN ENTERPRISE CITY LTD**

Plaintiff

**and**

**RELIUS CAYMAN SEZC LTD**

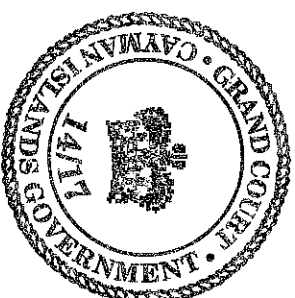
First Defendant



\_\_\_\_\_  
**WRIT OF SUMMONS**  
\_\_\_\_\_

**To the Defendant:**

**RELIUS CAYMAN SEZC Ltd.**  
Advantage International Management (Cayman) Ltd  
Suite 5304, 3<sup>rd</sup> Floor  
18 Forum Lane  
Camana Bay  
Grand Cayman



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

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 Grand Cayman KY1-1106, Cayman Islands, 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 this    <sup>th</sup> day of April 2018**

NOTE – This Writ may not be served later than 4 calendar 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.

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 a Special Economic Zone Company formed in the Cayman Islands on 19 July 2013. At all times Mr. Robert Young was an individual acting as agent for the Defendant.

**The Licence**

3. By an agreement (the “**Licence**”) in writing executed on 4 October 2016 between the Plaintiff (the “**Licensor**”) and the Defendant (the “**Licensee**”) for a license to occupy the Plaintiff’s office facilities in HSBC House the Licensee agreed to pay the sum of US\$12,937.50 per annum as a license fee (the “**Licence Fee**”), along with charges for any additional fees in respect of the use of additional facilities, equipment and services (the “**Outgoings**”).
4. The Licence Fee entitled the Licensee to occupy a “**Designated Space**” which was defined under the Commercial Terms of the Licence as comprising of 1 Seat for 1 Permitted Person<sup>1</sup> (“**PP**”).
5. The Licence included an option to increase the Designated Space to include one additional Seat and up to 2 additional Permitted Persons, provided that at no time the number of PPs concurrently using the Designated Space exceeded the number of allocated Seats. In the event that the Licensee opted to add to the Designated Space, the fees payable were as follows:
  - 5.1. USD\$12,937.50 per annum for a second Seat and first additional PP and
  - 5.2. USD\$6,000.00 per annum for a second additional PP.

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<sup>1</sup> Permitted Person/s is defined under the Licence as an ‘employee/s of the License in possession of a valid Zone Employment Certificate, or an employee/s who are not required by Cayman law to hold such certificate’.

6. The Licence contained the following express terms:
  - 6.1. The license period was for 2 years commencing on 1 September 2016 (the “**Commencement Date**”);
  - 6.2. The Licence Fees were payable annually, with the first such payment for PP due on the Commencement Date;
  - 6.3. In accordance with clause 2.3 of Schedule 1 (“**Schedule 1**”), the Licensee shall be liable to the Licensor in respect of late payments (*inter alia* for the Licence Fees and the Outgoings) for interest at the rate of 5% above the applicable LIBOR rate provided to the Licensor by Cayman National Bank Ltd., from time to time;
  - 6.4. In accordance with clause 2.3 of Schedule 1, in the event that the Licensee failed to pay the Licence Fee or any other costs owed to the Licensor and the Licensor gave notice to the Licensee to cure the default immediately; upon the Licensee’s failure to cure the default, the Licensor was entitled to terminate the Licence by written notice to the Licensee.
  - 6.5. At clause 3.1 of Schedule 1, the Licensor reserved the right to charge the Licensee additional fees in respect of the use of additional facilities, equipment and services including but not limited to telephone charges;
  - 6.6. At clause 3.10.1 of Schedule 1, the Licensee agreed to indemnify the Licensor 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 Licence.
7. In or, prior to, January 2017 it was agreed between Licensor and Mr Young, on behalf of the Licensee that a second Seat and a first additional PP would be added to the Designated Space, that PP being Mark Lastrina.

8. On 1 September the Licensor was invoiced for the first annual Licence Fee which was duly paid on 27 September 2016. The following invoices were sent by the Licensor to the Licensee which became due and payable on the date sent:
  - 8.1. On 24 January 2017 – invoice 6058 in the amount of US\$12,937.50 for the second Seat and the first additional PP; and
  - 8.2. On 1 September 2017 – invoice 6706 in the amount of US\$12,937.50 for the second annual Licence Fee.
9. In breach of the Licence the Licensee has failed to pay the sums due under the Licence and there remains due and owing the principal sum of US\$25,875.00. The Licensor gave written notice to the Licensee to cure the default, that default being a failure to pay invoice 6058. Written notice was sent by email to Mr Young at ryoung@reliusgroup.com on 6 February 2017, 2 March 2017, 6 March 2017 and 15 March 2017. Further written notice was given by way of letters served on the Defendant's registered office, copies of which were emailed to Mr Young, on 11 April 2017 and 26 July 2017. No further payments were received from the Licensee.
10. On 6 February 2018 the Licensee was served with a Notice of Termination, effective immediately. Upon termination of the Licence, the Licence Fee and all other costs payable under the Licence became due and payable.
11. The Licensor claims the principal sum of US\$25,875.00.
12. Further, the Licensor claims contractual interest on the unpaid sum from the due date to the date of issue of this claim until judgment or earlier payment at the rate of 5% above the applicable LIBOR rate provided to the Licensor by Cayman National Bank Ltd., from time to time.

13. Further, the Licensor claims under the Licence the Licensor's costs (including but not limited to legal costs) arising from the Licensee's failure to pay the sum set out in paragraph 11 above.

AND the Plaintiff Claims:

1. The principal sum of US\$25,875.00;
2. Contractual interest as set out in paragraph 12 above;
3. Costs under the Licence;
4. Costs; and
5. Further or other relief.

Priestleys  
**PRIESTLEYS**  
Attorneys for the Plaintiff

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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, PO Box 495, George Town, Grand Cayman.
2. A Defendant who states in his Acknowledgement 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 endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 fourteen (14) days after his Acknowledgement, 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 installments or otherwise.

**Notes for Guidance**

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of fourteen (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 is 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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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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CAYMAN ENTERPRISE CITY LTD

Plaintiff

and

RELIUS CAYMAN SEZC LTD

First Defendant

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ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

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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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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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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 [  ]
-

Service of the Writ is acknowledged accordingly

(Signed) \_\_\_\_\_

Address for service:

*Please see 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 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.

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

**PRIESTLEYS**  
ATTORNEYS-AT-LAW  
SECOND FLOOR, CARIBBEAN PLAZA  
878 West Bay Road  
PO BOX 30310  
GEORGE TOWN, GRAND CAYMAN  
CAYMAN ISLANDS, KY1-1202

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

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