

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

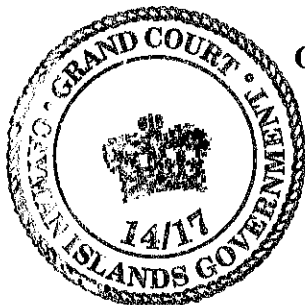
CAUSE NO. 165 OF 2018

BETWEEN:

CAYMAN ENTERPRISE CITY LTD

Plaintiff

AND:



GLOBAL TECHNOLOGY SOLUTIONS SEZC

Defendant

WRIT OF SUMMONS

To the Defendant:

Global Technology Solutions SEZC
HSM Corporate Services Ltd.
68 Fort Street
George Town
Grand Cayman
Cayman Islands



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 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 31st day of August 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 Acknowledgement 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 22 September 2016.
3. By an agreement in writing executed on 19 September 2016 between the Plaintiff and the Defendant (the "Licence") for a license to occupy the Plaintiff's office facilities (the "Premises") the Defendant agreed to pay the sum of US\$18,500.00 as an annual license fee (the "Licence Fee"), along with charges for any additional fees in respect of the use of additional facilities, equipment and services (the "Service Fees").
4. The Licence contained the following express terms:
 - 4.1 The Licence period was for 3 years commencing on 24 October 2016 (the "Commencement Date");
 - 4.2 The Licence Fee was payable in accordance with the Licence's payment terms whether or not occupation at the Premises had been taken up by the Defendant on the Commencement Date;
 - 4.3 The Licence Fee was payable in annual instalments with the first such payment due on or before the Commencement Date;
 - 4.4 In accordance with clause 2.3 of Schedule 1 to the Licence ("Schedule 1"), the Defendant is liable to the Plaintiff in respect of late payments (*inter alia* for the Licence Fee and the Service Fees) for interest at the rate of 5% above the applicable LIBOR rate provided to the Plaintiff by Cayman National Bank;
 - 4.5 In accordance with clause 3.1 of Schedule 1, the Plaintiff reserved the right to charge the Licensee the Service Fees;
 - 4.6 In accordance with clause 3.10.1 of Schedule 1, the Defendant 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 Defendant's covenants contained in the Agreement.
5. In breach of the Licence the Defendant failed to pay the Licence Fee and the Service Fees by the due date or at all.
6. Following discussions between the Plaintiff and Mr. Sameer Khan, on behalf of the Defendant, the Plaintiff offered by way of email dated 2 November 2017 to accept payment of US\$18,500.00 to terminate the Agreement. This offer was

accepted by Mr. Khan, on behalf of the Defendant, by way of email dated 12 November 2017.

7. A Termination Agreement was emailed to Mr. Khan on 15 November 2017, for his review and execution on behalf of the Defendant, however, no response was forthcoming.
8. On 12 December 2017 a Letter Before Action was sent to the Defendant making a formal demand for execution of the Termination Agreement and payment of the monies due thereunder.
9. On 20 December 2017, the Defendant returned the signed Termination Agreement and confirmed that the sums due thereunder would be paid in full by 10 January 2018 at the latest. Despite this, and several further requests for payment, no payment has been received to date.
10. On 8 June 2018 further correspondence was sent to the Defendant making a formal demand for payment of the monies due under the Termination Agreement, and advising that non-payment thereof would be treated as a repudiatory breach of the Termination Agreement and that the Plaintiff would be entitled to, and would, pursue the Defendant for all monies due under the Agreement. No response was forthcoming from the Defendant.
11. The Defendant therefore owes the Plaintiff the sum of US\$37,000.00 (the "Principal Sum").
12. Further, the Plaintiff claims contractual interest on the overdue sum at the rate of 5% above the applicable LIBOR rate provided to the Plaintiff 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.
13. Further, the Plaintiff claims under the Agreement the Plaintiff's costs (including but not limited to legal costs) arising from the Defendant's failure to pay the sum set out in paragraph 8 above.

AND the Plaintiff Claims:

1. The Principal Sum of US\$37,000.00.
2. Further installments of the Licence Fee accruing as set out in paragraph 3 and 4,3 above.
3. Further Service Fees accruing as set out in paragraph 3 above.
4. Contractual interest as set out in paragraph 12 above.

5. Costs under the Licence.
6. Costs.

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO. OF 2018

BETWEEN:

CAYMAN ENTERPRISE CITY LTD

Plaintiff

AND:

GLOBAL TECHNOLOGY SOLUTIONS SEZC

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

 2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)
Yes [] No []

 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) _____

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.