



**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
FINANCIAL SERVICES DIVISION  
BETWEEN:**

**CAUSE NO: FSD 201 OF 2019 (IKJ)**

**SAFEGUARD MANAGEMENT LIMITED**

**PLAINTIFF**

**AND**

**XIO CAYMAN LIMITED**

**DEFENDANT**

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**Consent Order**

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**UPON** the Court being satisfied that the parties are agreed upon the terms in which this Order should be made.

**AND UPON** the Court being satisfied that it is appropriate to make this Order on the papers and without the need for an oral hearing.

**BY CONSENT:**

**IT IS HEREBY DECLARED THAT:**

1. The Sub-Advisory Agreement dated 18 January 2020 referred to in paragraph 12 of the Amended Writ of Summons and Statement of Claim was validly terminated by the Defendant by its notice dated 7 May 2019 which took effect on 7 June 2019.
2. Other than the sum of US \$500,000 (five hundred thousand united states dollars) paid by the Defendant to the Plaintiff on 31 March 2019 as referred to in paragraph 35 of the Amended Writ of Summons and Statement of Claim, the Plaintiff has no entitlement to any further amounts, whether in fees, expenses, damages, interest or other payments whatsoever, whether under the Sub-Advisory Agreement or otherwise from the Plaintiff.

**IT IS HEREBY ORDERED THAT**

3. The Plaintiff's Amended Writ of Summons and Statement of Claim are dismissed.

Filed by Kobre & Kim (Cayman), Attorneys-at-Law for the Defendant whose address for service is  
Physical address: 9 Forum Lane, Suite 3207, Camana Bay, Grand Cayman, Cayman Islands KY1-9006.  
Mailing address: 10 Market Street, PO Box 410, Camana Bay, Grand Cayman, Cayman Islands KY1-9006.

4. There be no order as to costs.

Dated this 19 day of November 2020.

Filed this 19 day of November 2020.



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**The Honourable Justice Kawaley**  
**Judge of The Grand Court**

Approved as to form and content:

McGrath Tonner

McGrath Tonner  
Attorneys for the Plaintiff

Kobre & Kim

Kobre & Kim  
Attorneys for the Defendant