

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 82 of 2021

BETWEEN



Ogier (a firm)

Plaintiff

and

SPI Energy Co., Ltd

Defendant

To the Defendant, SPI Energy Co., Ltd, c/o Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, PO Box 10240, George Town, Cayman Islands.

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 this claim or return to the Court Office, PO Box 495, 61 Edward Street, George Town, Grand Cayman KY1-1106 the accompanying Acknowledgement 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 defence the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 3rd day of June 2021.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is a firm of attorneys formed as a general partnership under the laws of Hong Kong and registered with and regulated by the Law Society of Hong Kong.
2. The registered office of the Plaintiff is 11/F and Suite 1602, Central Tower, 28 Queen's Road Central, Hong Kong.
3. The Defendant is an exempted limited company incorporated in the Cayman Islands and listed on the NASDAQ stock exchange. It carries on business in the renewable energy sector.
4. The Defendant's registered office address is Hameys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, George Town, Cayman Islands. It maintains a place of business at Unit 15-16, 19/F, South Wuing, Delta House, 3 On Yiu Street, Shatin, Shek Mun, New Territories, Hong Kong.
5. By a Client Agreement between the Plaintiff and Defendant dated 12 September 2018 (the "**Client Agreement**"), the Defendant *inter alia* agreed:
 - a. to engage the Plaintiff to provide Cayman Islands legal advice and representation in relation to, *inter alia*, matters concerning an extraordinary general meeting of the Defendant held on 12 November 2018, and proceedings before the Grand Court of the Cayman Islands intituled Cause No. FSD 140/2017.
 - b. to pay the Plaintiff for legal advice and representation on an hourly rates basis immediately upon being invoiced and to make payments on account upon request to finance the provision of legal advice and the conduct of any litigation in connection thereto.
6. The Client Agreement incorporated the Plaintiff's "Terms and Conditions of Business – Legal Services ("**T&Cs**")", which provide *inter alia*:
 - 5.3 *Where we are holding money for you, on account or otherwise, we may use this money towards payment or part-payment of any of our outstanding invoices. We will always inform you when this is being done. Should you inform us in writing of a bona fide dispute in relation to our fees, disbursements or charges, we will place such funds on a suspense account pending resolution of any such dispute.*
 - ...
 - 6.1 *Invoices are usually rendered monthly in arrears and generally include all fees, disbursements and charges incurred up to the date of the invoice. Interim invoices may be issued. Unless otherwise agreed with us, payment is due immediately.*
 - 6.2 *If payment is not made within 30 days, we may charge interest at a monthly rate of 2%.*
 - 6.3 *Without prejudice to our right to claim interest, if payment is not made when due (or if we request payment on account of fees, if payment is not made when requested), we may stop acting for you and retain documents and papers belonging to you, together with our own records, pending payment in full of all amounts due to us.*

7. In accordance with the Client Agreement and in return for legal services provided by the Plaintiff to the Defendant pursuant to the terms of the Client Agreement, the Defendant made the following payments on account to the Plaintiff:

Date	Sum (US\$)
09/10/2018	\$2,500.00
27/10/2018	\$2,481.69
07/11/2018	\$2,500.00
TOTAL	\$7,481.69

8. Between September and December 2018, the Plaintiff duly provided legal advice to the Defendant pursuant to the terms of the Client Agreement and issued two invoices in the total sum of US\$21,450.00 as particularised below:

Date	Invoice	Sum (US\$)
19/10/2018	46016721	\$7,644.00
30/11/2018	46017214	\$13,806.00
	TOTAL	\$21,450.00

9. The above invoices were sent by the Plaintiff to the Defendant on 19 October 2018 and 7 December 2018 respectively.
10. In accordance with Clause 5.3 of the T&Cs, the Plaintiff applied the payments on account totalling \$7,481.69 particularised in paragraph 7 above previously received from the Defendant towards part-payment of the outstanding invoices. Resultantly, the outstanding principal balances (excluding interest) owing under each invoice are as follows:

Date	Invoice	Sum (US\$)
19/10/2018	46016721	\$2,662.31
30/11/2018	46017214	\$11,306.00
	TOTAL	\$13,968.31

11. Despite the Plaintiff's repeated demands and in breach of Clause 6.1 of the T&Cs, the Defendant has failed to make any further payment toward the outstanding indebtedness.
12. As at 2 June 2021, the Defendants are indebted to the Plaintiff in the sum of:
- a. US\$13,968.31 principal for accrued legal fees; and
 - b. US\$8,486.66 in contractual interest at the rate of 2% per month calculated from the date of the invoice to 2 June 2021 pursuant to Clause 6.2 of the T&Cs. Contractual interest continues to accrue in the sum of \$9.18 per day until the date of payment.

AND the Plaintiff claims:

1. The principal sum of US\$13,968.31.
2. Interest in the sum of US\$8,486.66 calculated at the prescribed contractual rate from the date of the relevant invoice to the date of payment.
3. Further or alternatively, interest pursuant to section 34 of the Judicature Act (2021 Revision).
4. Fixed costs of CI\$150 plus CI\$25 for the filing fee pursuant to SCR 11(1);
5. Alternatively, costs to be assessed by the Magistrate under SCR 11(3).



Plaintiff's Signature

Plaintiff's address for service:

Ogier, 89 Nexus Way, Camana Bay, Grand Cayman, KY1-9009, Cayman Islands
Ref: OGP/MYS/NTA/173259.00001

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ____ of 2021

BETWEEN

Ogier (a firm)

Plaintiff

and

SPI Energy Co., Ltd

Defendant

Acknowledgment of Service

1. State Defendant's name and address-

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 Plaint is acknowledged accordingly.

Defendant's Signature

Dated this ____ day of _____ 2021.

See Overleaf.

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says 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, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.