



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO: OF 2022

BETWEEN: INTERNATIONAL FINANCIAL PLANNING (CAYMAN) LIMITED PLAINTIFF

AND: LUKE RUDD FIRST DEFENDANT

AND: BLACKTOWER (CAYMAN) LIMITED SECOND DEFENDANT

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**WRIT OF SUMMONS**

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<p>TO: Luke Rudd  c/o Blacktower (Cayman) Limited  Grand Pavilion Commercial Centre  P.O. Box 10147 APO  Grand Cayman KY1-1002  Cayman Islands</p>	<p>-AND-</p>	<p>Blacktower (Cayman) Limited  Grand Pavilion Commercial Centre  P.O. Box 10147 APO  Grand Cayman KY1-1002  Cayman Islands</p>
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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 fourteen (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 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

FILED BY FrancisGrey, Attorneys-at-Law for the Plaintiff, whose address for service is c/o Suite 2206, Cassia Court, 72 Market Street, Camana Bay, P.O. Box 32302, Grand Cayman KY1-1209, Cayman Islands

If you fail to satisfy the claim or 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 any be entered against you forthwith without further notice.

Issued this 21<sup>st</sup> day of July 2022

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 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.

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STATEMENT OF CLAIM

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**Background**

1. The Plaintiff is a company incorporated under the Companies Act (as Revised) of the Cayman Islands, with registered office at P.O. Box 309, George Town, Grand Cayman KY1-1104, Cayman Islands and carries on the business of investment management, asset management, wealth management, financial planning and advice.
2. The Plaintiff acts as intermediary financial advisor and investment manager to clients on long term savings and investments plans. The Plaintiff places business for its clients with Hansard International Limited, Hansard Worldwide Limited and RL360 Insurance Company Limited. Hansard International Limited, Hansard Worldwide Limited are publicly listed investment managers with their principal operations in Isle of Man and the Bahamas. RL360 Limited has its principal operations in Isle of Man.
3. The First Defendant was at all material times employed by the Plaintiff under a contract of employment dated 30 April 2019 in the capacity of Financial Planning Sales Representative.
4. The Second Defendant is a company registered in the Cayman Islands. The Second Defendant carries on the business of investment management, asset management, wealth management, financial planning and advice.

**The First Defendant's Contractual Terms**

5. In contemplation of the Plaintiff entering into a contract of employment with the First Defendant, the Plaintiff and the First Defendant entered into a written Mutual Non-Disclosure and Non-Circumvention Agreement dated 11 April 2019 (the "Non-Disclosure Agreement") wherein "Discloser" was the Plaintiff and "Recipient" was the First Defendant. The following were, amongst other, terms of the Non-Disclosure Agreement.

1.2 "Confidential Information" means any and all information provided by Discloser to Recipient, in any media (electronic or otherwise) including without limitation:-

(a) business plans, strategies and methods of conducting business, including potential or actual financing resources and potential or actual business partners and joint ventures, investment products and business relationships with investment institutions, agency and representative relationships;

(b) trade secrets and other intellectual property rights;

(c) the existence and status of Discloser's and Recipient's discussions or negotiations regarding those matters set out in Recital (a); and

(d) proprietary, commercial or financial information, including but not limited to strategic plans, customer lists, investors, employees, business and contractual relationships, agency and representative relationships, business forecasts and information the Discloser provides regarding third parties.

3. Non-Disclosure

3.1 Recipient acknowledge and undertake that at all times and notwithstanding termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of Disclosure, as may be approved in writing by Discloser, and that Recipient will not use the Confidential Information for any purpose other than evaluating or pursuing one or more

business relationships with Discloser, its affiliates or a third party identified by Discloser.

- 3.2 Without limitation of any other provision of this Agreement, Recipient shall not use Confidential Information for the purpose of pursuing communication (including any solicitation), transaction, or relationship with any person, entity or agency, the identification or knowledge of which, was learned from Discloser.
  - 3.3 Unless authorized in writing prior to any such release of Confidential Information by Discloser, Recipient shall not disclose to any individual or entity the fact that the Confidential Information has been made available to it, the fact that discussions or negotiations are taking place or have taken place with respect to a proposed transaction, or any of the terms, conditions or other facts with respect to the proposed transaction.
  - 3.4 Recipient shall only permit access to Confidential Information to those of its directors, officers, employees, shareholder, agents, advisors or authorized representatives having need to know and who have signed confidentiality agreements, or are otherwise bound by confidentiality obligations, at least as restrictive as those contained herein.
  - 3.5 Recipient shall protect the confidentiality of, and take all necessary steps to prevent disclosure of, the Confidential Information so as to prevent it from falling into the public domain or the possession of unauthorized persons.
10. Non-Solicitation
- 10.1 For a period of two years after the expiration or termination of this Agreement howsoever occurring Recipient and Discloser agree that they shall not:-
    - (a) canvass, solicit or endeavour (or encourage others thereby) to take any the business of or any clients of the other where such canvassing, soliciting or endeavoring is deemed to be directly or indirectly profiting

from or taking advantage of the discussions and negotiations referred to in Recital (a) and or having received Confidential Information; or

- (b) canvass, solicit or endeavour (or encourage others thereby) to entice any employee of the other to leave their place of employment, terminate their employment agreement or breach their employment agreement; or
- (c) interfere with the other's agency agreements or enter into competing agreements with the other's business partners to seek to become a representative of products and services for companies in jurisdictions where the other is the representative of such services or products for those companies where such interference, competition or pursuit of representative relationships is a direct or indirect result of having engaged in discussions referred to in Recital (a) and having received Confidential Information.

11. Recipient acknowledges that its actual or attempted breach of this Agreement will cause damage to the business and goodwill of Discloser and hereby acknowledges and undertakes that Discloser shall be entitled to seek injunctive relief under this Agreement, as well as any further relief as may be granted by a court of competent jurisdiction and the Recipient will indemnify the Discloser of all Discloser's reasonable legal fees and disbursements (including any enforcement action necessitated by any actual or attempted breach of this Agreement.

- 6. At the trial of this action, the Plaintiff will rely on the Non-Disclosure Agreement for its full terms and effect.
- 7. Subsequently, by a written contract of employment dated 30 April 2019 between the Plaintiff and the First Defendant (the " Employment Agreement"), the First Defendant was employed by the Plaintiff as a Financial Planning Sales Representative to perform duties including, but not limited to, investment management, asset management, wealth management, financial planning and advice. At the trial of this action, the Plaintiff will rely on the Employment Agreement for its full terms and effect.

8. The following were, amongst other, terms of the Employment Agreement (where "IFP" was the Plaintiff and "the Employee" was the First Defendant) being clause 14 which incorporated the terms of the Non-Disclosure Agreement as follows:
- 14. Confidentiality**
- 14.1 Due to the confidential nature of the services provided, the Employee shall execute the agreement with respect to non-disclosure of confidential information as it relates to IFP and client information in substantially the form contained at Schedule 2 of this Agreement and shall abide by its terms.
- 14.2 Any breach of this stipulation, including non-execution of the confidentiality agreement, will be considered by IFP to be serious misconduct and may result in immediate dismissal."
9. In the First Defendant's role as Financial Planning Sales Representative, the First Defendant had access to and was privy to confidential information belonging to the Plaintiff including the Plaintiff's customer lists, investment products and business relationships with investment institutions and confidential and proprietary information of the Plaintiff, its clients, customers and affiliates.
10. In the Employment Agreement, the First Defendant also agreed with the Plaintiff as follows:
- 15. Restrictive Covenants**
- 15.1 In this Clause:
- (a) "Business" means any business or activity conducted by IFP.
- (b) "Client" means any person, firm, company or other undertaking who was provided with services by the Company during the Relevant Period (other

than on a minimal basis) or about whom you had access to Confidential Information;

- (c) "Service Provider" means any person company or other entity with whom, at any time during the Relevant Period, was providing products or services in relation to which IFP was acting as an intermediary for the purpose of transacting business with Clients.
- (d) "Competing Business" means any business which competes, or proposes to compete, with any business carried on by the Company in which the employee was involved (other than on a minimal basis) at any time during the Relevant Period or about which the employee had access to Confidential Information;

15.2 During the employee's employment with IFP and for a period of twelve (12) months after the last date of employment, the Employee shall not, without the express written consent of IFP, directly or indirectly, on his own or on behalf of or in conjunction with any person, firm, company or other entity in the Cayman Islands:

- (a) Canvass, solicit or by any other means seek to conduct Business dealings with any Client or Service provider;
- (b) Solicit or induce any Client, Service provider or other employee of IFP to terminate his/her or its contractual or other commercial relationship with IFP;
- (b) Enter into any contractual relationship or agency agreement with any Service Provider.

15.3 The Employee undertakes to IFP that he will not, without the prior written consent of the Company, directly or indirectly, on your own behalf or on behalf of, or in conjunction with, any company, firm, or other person:

- (a) for a period of six (6) months from the Termination Date, be engaged, interested or concerned whether as principal, agent, representative, partner, director, employee, joint venturer, investor, consultant or any other capacity in any Competing Business, except you may hold up to 5%

of any class of shares or securities of any company listed or dealt in or a recognised investment exchange;

- (b) The Employee acknowledges and undertakes that the covenants he gives above are reasonable in that they protect the legitimate business interests of IFP and do not impair the Employee's ability to earn a living. In the event of a breach, or threatened breach of the provisions of this paragraph, the Employee accepts that harm suffered or which would be suffered would not be compensable in monetary damages alone and, accordingly, IFP shall, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach without giving an undertaking in damages."

11. The First Defendant resigned from his employment with the Plaintiff on 10 September 2021.
12. The Second Defendant is a competing business as defined in Clause 15.1 (d) of the Employment Agreement, carrying on the business of investment management, asset management, wealth management, financial planning and advice in competition with the Plaintiff.
13. Mr. Shaun McCann and Dr. Frances McIntyre are clients of the Plaintiff with whom the First Defendant had dealings during the course of his employment with the Plaintiff within the 12 months preceding the date of termination of his employment.

**Breach of Contract - Competing Business and Non- Solicitation**

14. Prior to the expiration of the six month period after the termination of his employment, and without the prior written consent of the Plaintiff, the First Defendant, in breach of

contract, accepted an offer of employment from the Second Defendant as an investment advisor and/or in the same capacity in which he worked for the Plaintiff.

15. Since the termination of the First Defendant's employment with the Plaintiff, the First Defendant commenced employment with the Second Defendant, in breach of contract term 15.3(d) of the Employment Agreement.
16. Further, since termination of the First Defendant's employment with the Plaintiff, the First Defendant by himself and/or acting in concert with Mark Gumpright, a former CEO of the Plaintiff, canvassed and solicited clients of the Plaintiff including Mr. Shaun McCann and Dr Frances McIntyre by offering to provide the services of investment management, asset management, wealth management, financial planning and advice and enticed them to terminate their commercial relationship with the Plaintiff and withdraw their business from the Plaintiff and place it with Second Defendant.
17. The acts in Paragraphs 14 to 16 are breaches of the First Defendant's contract of employment:

#### PARTICULARS

- 17.1 canvassed, solicited and enticed clients of the Plaintiff including Mr. Shaun McCann and Dr. Francis McIntyre to provide for them the services of investment management, asset management, wealth management, financial planning and advice in breach of Clause 15.2 of the Employment Agreement;

- 17.2 canvassed, solicited and enticed clients of the Plaintiff including Mr. Shaun McCann and Dr Frances McIntyre to terminate their commercial relationship with the Plaintiff and withdraw their business from the Plaintiff and place it with the Second Defendant in breach of Clause 15.2 of the Employment Agreement;
18. The Plaintiff has sustained loss and damage by reason of the First Defendant's employment with Second Defendant prior to 10 March 2022 and the wrongful solicitation of clients of the Plaintiff including Mr. Shaun McCann and Dr. Frances McIntyre.

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- 18.1 Had the First Defendant not wrongfully solicited the business of clients of the Plaintiff, those clients would have maintained their respective accounts with the Plaintiff as their financial advisor, alternatively there is a substantial chance bordering on certainty that they would have so maintained their accounts with the Plaintiff.
- 18.2 By reason of the First Defendant's solicitation, clients of the Plaintiff have withdrawn their business from the Plaintiff and place it with the Second Defendant.
- 18.3 Accordingly, the Plaintiff has lost the trailer fee that it would have earned in respect of the Plaintiff's clients who have withdrawn their business from the Plaintiff and placed it with the Second Defendant, which sums the Plaintiff would have received from the primary investment managers quarterly.
- 18.4 Further particulars of the Plaintiff's loss will be provided at a later date by way of Schedule of Damages.

**The First Defendant's Breach of Confidence and Breach of Contract**

19. In the First Defendant's role as Financial Planning Sales Representative, the First Defendant had access to and was privy to Confidential Information as defined in the Non-Disclosure Agreement including the Plaintiff's customer lists, investment products and business relationships with investment institutions and confidential and proprietary information of the Plaintiff, its clients, customers and affiliates.
20. The First Defendant breached Clauses 3.2 and 10.1 of the Non-Disclosure Agreement and Clause 14 of the Employment Agreement by using confidential customer information belonging to the Plaintiff to canvas, solicit and entice clients of the Plaintiff including Mr. Shaun McCann and Dr. Frances McIntyre to provide for them the services of investment management, asset management, wealth management, financial planning and advice and to terminate their commercial relationship with the Plaintiff and withdraw their business from the Plaintiff and place it with Second Defendant.
21. Mr. Shaun McCann, Dr. Frances McIntyre and other persons who were solicited by the First Defendant were clients of the Plaintiff with whom the First Defendant had dealings in the course of his employment within the 12 months preceding the date of termination of his employment.
22. Further and in the alternative, it was a term of the First Defendant's contract of employment with the Plaintiff that the First Defendant would not disclose confidential and proprietary information belonging to the Plaintiff unless duly authorised by the Plaintiff to do so or in some other manner permitted to do so by the laws of the Cayman Islands.

23. The First Defendant breached confidentiality terms of his employment and the Non-Disclosure Agreement in that he:

PARTICULARS

- 23.1 used confidential information belonging to the Plaintiff procured during the tenure of his employment with the Plaintiff to solicit and entice clients of the Plaintiff to terminate their commercial relationship with the Plaintiff and withdraw their business from the Plaintiff and place it with the Second Defendant in breach of Clauses 3 and 10 of Non-Disclosure Agreement.
- 23.2 solicited clients of the Plaintiff including Mr. Shaun McCann and Dr. Frances McIntyre to provide the services of investment management, asset management, wealth management, financial planning and advice in breach of Clause 10 of the Non-Disclosure Agreement and in breach of Clause 15.2 of the Employment Agreement;
- 23.3 solicited clients of the Plaintiff including Mr. Shaun McCann and Dr. Frances McIntyre to terminate their commercial relationship with the Plaintiff and withdraw their business from the Plaintiff and place it with the Second Defendant in breach of Clause 10 of the Non-Disclosure Agreement and Clause 15.2 of the Employment Agreement;
24. As a consequence of the First Defendant's breaches of the Non-Disclosure Agreement and the Employment Agreement, by letter to the First Defendant dated 8 February 2022, the Plaintiff reminded the First Defendant that he remained bound by the non-compete, confidentiality and non-solicitation obligations in the agreements.

25. The First Defendant's breaches of the Non-Disclosure Agreement and the Employment Agreement continued and by letter dated 18 March 2022, the Plaintiff's attorneys-at-law wrote to the First Defendant in relation to the breaches and advised the First Defendant that the Plaintiff has not released the First Defendant from his obligations under the Non-Disclosure Agreement and the Employment Agreement.
26. In the alternative, the Defendants have also misused and continues to misuse the Plaintiff's confidential information. The Plaintiff believes that, unless the Defendants are restrained by an order of the Court, the First Defendant will commit further breaches of Clauses 3 and 10 of the Non-Disclosure Agreement and Clause 15 of the Employment Agreement and the Defendants will continue to misuse its confidential information. Accordingly, the Plaintiff seeks an order or orders enforcing compliance with Clauses 3 and 10 of the Non-Disclosure Agreement and Clause 15 of the Employment Agreement.
27. The Plaintiff has sustained loss and damage by reason of the First Defendant's wrongful use of the Plaintiff's confidential information and the wrongful solicitation of clients of the Plaintiff including Mr. Shaun McCann and Dr. Frances McIntyre.

#### PARTICULARS

- 27.1 Had the First Defendant not wrongfully solicited the business of clients of the Plaintiff, those clients would have maintained their respective accounts with the Plaintiff as financial advisor, alternatively there is a substantial chance bordering on certainty that they would have so maintained their accounts with the Plaintiff.

- 27.2 By reason of the First Defendant's solicitation, clients of the Plaintiff's have withdrawn their business from the Plaintiff and placed it with the Second Defendant.
- 27.3 By reason of the breaches, the Plaintiff has lost the trailer fee that it would have earned in respect of the Plaintiff's clients who have withdrawn their business from the Plaintiff and placed it with the Second Defendant, which sums the Plaintiff would have received from the primary investment managers quarterly.
- 27.4 Further particulars of the Plaintiff's loss will be provided at a later date.

**Post Termination Restrictions and The Second Defendant's Interference with Contractual Relations**

28. By Clauses 3 and 10 of the Non-Disclosure Agreement, the First Defendant agreed to certain post termination restrictions, including that:
- 28.1 he would not use confidential information obtained during the course of his employment with the Plaintiff to solicit clients of the Plaintiff's;
- 28.2 he would not canvas, solicit or encourage others to any business of or any clients of the Plaintiff's, where such canvassing, soliciting or endeavoring is deemed to be directly or indirectly profiting from confidential information belonging to the Plaintiff.
29. By Clause 15 of the Employment Agreement, the First Defendant agreed to certain post termination restrictions, including that:

- 29.1 he would not be employed in a competing business for a period of six (6) months from the date of termination of his employment with the Plaintiff;
- 29.2 for a period of twelve (12) months after the last date of employment, he would not, without the express written consent of the Plaintiff, directly or indirectly, on his own or on behalf of or in conjunction with any person, firm, company or other entity in the Cayman Islands, canvass, solicit or by any other means seek to conduct business dealings with any client or service provider of the Plaintiff's.
- 29.3 for a period of twelve (12) months after the last date of employment, he would not without the express written consent of the Plaintiff, directly or indirectly, on his own or on behalf of or in conjunction with any person, firm, company or other entity in the Cayman Islands, solicit or induce any client of the Plaintiff's to terminate their contractual or other commercial relationship of the Plaintiff's.
30. The First Defendant breached the contract as regards the post-termination restrictions and in this respect the Plaintiff repeats Paragraphs 14 to 29 hereof.
31. The Second Defendant knows or ought to know and/or knows or ought to have known that the First Defendant is bound by confidentiality provisions and the post-termination restrictions in the Non-Disclosure Agreement and the Employment Agreement. The First Defendant's conduct constitutes a continuing breach of contract of which the Second Defendant has or ought to have knowledge. Still further and/or in that:
- 31.1 Confidentiality and post-termination covenants as this is the industry standard for financial services companies on hiring for the reason that highly sensitive information passes between the customer and the provider, and the industry is

otherwise highly competitive. It is not unusual for employees to pass highly sensitive information to other parties including new employers in breach of their contractual terms.

- 31.2 By letter dated 18 March 2022, the Plaintiff's attorneys-at-law, FrancisGrey, advised the Second Defendant of the Non-Disclosure Agreement and the Employment Agreement and that the Plaintiff has not released the First Defendant of his obligations thereunder.
- 31.3 During the course of the First Defendant's employment and for some time after termination, the First Defendant's name, photograph and his job title were prominently published on the Plaintiff's website.
- 31.4 Further or alternatively, as to knowledge of the First Defendant's post termination restrictions, the Second Defendant being well aware of the Non-Disclosure Agreement and the Employment Agreement as stated above, and that such agreements conventionally contained post termination restrictions related to use of confidential information, solicitation of clients and engaging in competing business as pleaded in Paragraphs 14 to 29 hereof, deliberately made no inquiry as to the same (whether of the First Defendant, or the Plaintiff, or otherwise, and was recklessly indifferent as to whether or not the Non-Disclosure Agreement and the Employment Agreement contained such obligations.
32. Accordingly, the Second Defendant induced, procured or facilitated the First Defendant's breaches or continuing breaches of the Employment Agreement and the Non-Disclosure Agreement.

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- 32.1 The Second Defendant was aware that the First Defendant was employed to it in a similar role.
- 32.2 The Second Defendant was aware that the First Defendant used and is continuing to use confidential information belonging to the Plaintiff to solicit, canvas and entice clients of the Plaintiff to provide for them the services of investment management, asset management, wealth management, financial planning and advice in competition with the Plaintiff's business.
- 32.3 The Second Defendant was aware that the First Defendant solicited, canvassed and enticed clients of the Plaintiff to terminate their commercial relationship with Plaintiff and withdraw their business from the Plaintiff and place it with the Second Defendant.
33. Being well aware of the Non-Disclosure Agreement and the Employment Agreement and, and the First Defendant's post terminations obligations thereunder, alternatively being well aware of the Non-Disclosure Agreement and the Employment Agreement and recklessly indifferent as to whether or not the agreements contained such obligations, the Second Defendant in acting as stated above:
- 33.1 knew that, or was recklessly indifferent as to whether, if the First Defendant were to remain in its employment, the First Defendant would thereby breach the Non-Disclosure Agreement and the Employment Agreement; and

- 33.2 intended to induce the First Defendant so to breach the Non-Disclosure Agreement and the Employment Agreement, or intended to induce the First Defendant so to do, being recklessly indifferent as to whether the First Defendant would thereby breach the Non-Disclosure Agreement and the Employment Agreement.
34. The Plaintiff believes that, unless the Second Defendant is restrained by order of the Court, the Second Defendant will continue to wrongfully induce, procure or facilitate the First Defendant's actionable breaches of the Non-Disclosure Agreement and the Employment Agreement. Accordingly, the Plaintiff seeks an order or orders to prevent the Second Defendant from continuing to wrongfully induce, procure or facilitate the First Defendant's actionable breaches of the Non-Disclosure Agreement and the Employment Agreement.
35. By reason of the Second Defendant's wrongful inducement, procurement or facilitation of the First Defendant's actionable breaches of the Non-Disclosure Agreement and the Employment Agreement, the Plaintiff has suffered loss and damage.

#### PARTICULARS

- 35.1 By reason of the First Defendant's solicitation, clients of the Plaintiff have withdrawn their business from the Plaintiff and placed it with the Second Defendant.
- 35.2 The Plaintiff has lost the trailer fee that it would have earned in respect of accounts in the names of the Plaintiff's clients who have withdrawn their business from the Plaintiff and placed it with the Second Defendant, which sums

the Plaintiff would have received from the principal investment managers quarterly.

35.2 Further particulars of the Plaintiff's loss will be provided at a later date by way of a Schedule of Loss.

36. The Defendants' said acts were unlawful and have also resulted in loss and damage to the Plaintiff in that by reason thereof its clients/customers have refused to deal with it in favour of the Second Defendant. So far as relevant repeats paragraphs 1 - 35 hereof.
37. Still further the Defendants have misused the Plaintiff's confidential information by reason whereof the Plaintiff has suffered loss and damage and will continue to do so unless the Defendants are restrained.

**Statement as to Interest**

38. The Plaintiff claims interest on damages pursuant to Section 34 of the Judicature Act at such rate and for such period as the Honourable Court shall deem fit.

**AND THE PLAINTIFF CLAIMS:**

- (1) **Against the First Defendant:**
- (i) An order to restrain the First Defendant from disclosing to the Second Defendant, any entity, person or persons confidential information or any information in relation to the affairs of the Plaintiff Company, any group company or any client thereof which he has become or may have become possessed whilst in the employment of the Plaintiff except as may be authorised by the Plaintiff or as ordered by this Honourable Court.

- (ii) An order that until 10 September 2022, the First Defendant shall not:
  - (a) whether directly or indirectly solicit, canvas, entice, advise in respect of or handle, either on his own behalf or on behalf of any other person, any of the business of any client of the Plaintiff with whom the First Defendant shall have had dealings in the course of his employment at any time in the period of 12 months preceding the date of termination of employment; and
  - (b) either directly or indirectly solicit, canvas, entice, advise in respect of or handle either on his own behalf or on behalf of any other person any of the business of any client of any other group company with whom and in relation to which business the First Defendant shall have had dealings in the course of his employment at any time in the period of 12 months preceding the date of termination of employment;

and for the purpose of this Order 'business' shall include investment management, asset management, wealth management, financial planning and advice.

- (iii) Damages in addition to an injunction or alternatively damages in lieu of an injunction;
- (iv) Damages for breach of the Employment Agreement;
- (v) Damages for breach of the Non-Disclosure Agreement;

- (vi) An injunction to restrain the First Defendant from using and/or misusing the Plaintiff's confidential information.
  - (vii) Damages for breach of confidentiality under the implied terms of the First Defendant's contract of employment with the Plaintiff.
  - (viii) Interest on damages pursuant to Section 34 of the Judicature Act at such rate and for such period as the Honourable Court shall deem fit.
  - (ix) Costs.
- (2) **Against the Second Defendant:**
- (i) that until 10 September 2022, Second Defendant shall not:
    - (a) whether directly or indirectly solicit, canvas, entice, advise in respect of or handle, either on its own behalf or on behalf of any other person, any of the business of any client of the Plaintiff with whom the First Defendant shall have had dealings in the course of his employment with the Plaintiff at any time in the period of 12 months preceding the date of termination of employment;
    - (b) either directly or indirectly solicit, canvas, entice, advise in respect of or handle either on his own behalf or on behalf of any other person any of the business of any client of any other group company with whom and in relation to which business the First Defendant shall have had dealings in the course of his employment with the Plaintiff at any time in the period of 12 months preceding the date of termination of employment;

and for the purpose of this Order 'business' shall include investment management, asset management, wealth management, financial planning and advice;

- (c) Induce, procure, or facilitate or otherwise cause the First Defendant to breach his obligations to the Plaintiff under the Employment Agreement and the Non-Disclosure Agreement;
- (ii) An injunction to restrain the Second Defendant from using and/or misusing the Plaintiff's confidential information.
- (iii) Damages in addition to an injunction or alternatively damages in lieu of an injunction;
- (iv) Damages for interference with contractual relations.
- (v) Damages for causing loss by unlawful means.
- (vi) Interest on damages pursuant to Section 34 of the Judicature Act at such rate and for such period as the Honourable Court shall deem fit.
- (vii) Costs.

(viii) Such further or other relief as this Honourable Court deems just.

  
\_\_\_\_\_  
FrancisGrey  
Attorneys for the Plaintiff

No. 8

Acknowledgement of service of writ of summons (0.12, r.3)

**DIRECTIONS FOR ACKNOWLEDGMENT OF  
SERVICE OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgment 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, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment 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 indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 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 indorsed on the Writ, the Defence need not be served until 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 14 days after his Acknowledgment, 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 instalments or otherwise.

See over for notes for guidance

**Notes for Guidance**

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

Please complete overleaf

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO: OF 2022

BETWEEN: INTERNATIONAL FINANCIAL PLANNING (CAYMAN) LIMITED PLAINTIFF

AND: LUKE RUDD FIRST DEFENDANT

AND: BLACKTOWER (CAYMAN) LIMITED SECOND DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

<p>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.</p>	<p>Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.</p>
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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

\_\_\_\_\_

Service of the Writ is acknowledged accordingly

(signed) .....  
Attorney for

Please complete 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 the 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.

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

FrancisGrey  
Attorneys-at-Law  
Suite 2206, Cassia Court  
72 Market Street  
Camana Bay  
P.O. Box 32302  
Grand Cayman KY1-1209  
Cayman Islands

Indorsement by defendant's Attorney (or by defendant if acting in person) of his name, address and reference, if any, in the box below.

[Empty box for defendant's attorney indorsement]