



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO: G 2022-0160

BETWEEN: ~~INTERNATIONAL FINANCIAL PLANNING (CAYMAN) LIMITED~~
PROVEN WEALTH (CAYMAN) LIMITED PLAINTIFF

AND: MARK GUMPRIGHT FIRST DEFENDANT

AND: BLACKTOWER (CAYMAN) LIMITED SECOND DEFENDANT

AMENDED WRIT OF SUMMONS

TO: Mark Gumpright -AND- Blacktower (Cayman) Limited
 Grand Pavilion Commercial Centre
 P.O. Box 10147 APO
 Grand Cayman KY1-1002
 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 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 22nd day of July 2022

Amended this 2nd day of September 2022 pursuant to GCR Order 20, rule 1 by reason of a change of the Plaintiff's name as shown in the Certificate of Incorporation on Change of Name dated the 28th 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.

AMENDED
STATEMENT OF CLAIM

Background

1. The Plaintiff (formerly International Financial Planning (Cayman) Limited) is a company incorporated under the Companies Act (as Revised) of the Cayman Islands, with registered office at Suite 2206, Cassia Court, 72 Market Street, Camana Bay, P.O. Box 30869, Grand Cayman KY1-1204 ~~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. The Plaintiff changed its name on 28 July 2022.
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 1 February 2019 in the capacity of Chief Executive Officer.
4. The First Defendant's duties as Chief Executive Officer of the Plaintiff included investment management, asset management, wealth management, financial planning

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

and advice and managing and overseeing the Plaintiff's operations in the Cayman Islands, Bermuda and the British Virgin Islands.

5. 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 Contract of Employment

6. By a written contract of employment dated 1 February 2019 between the Plaintiff and the First Defendant (the "**Employment Agreement**"), the First Defendant was employed by the Plaintiff as Chief Executive Officer. At the trial of this action, the Plaintiff will rely on the Employment Agreement for its full terms and effect.
7. The following were, amongst other, terms of the Employment Agreement (where "the Company" is the Plaintiff and "you/your" is the First Defendant):

"14. Confidential Information

14.1 In this Agreement, 'Confidential Information' means:

14.1.1 information relating to the businesses, finances, dealings, transactions and affairs of the Company or any Group Company including price and cost information, discount structures, sales statistics, business plans and programs, business opportunities, expansion plans, staff salaries and terms and conditions, marketing surveys, research and development projects, formulae, inventions, designs, discoveries, know-how,

methods, processes, techniques, trade secrets, technical data, business forms and operating procedures, policies and practices;

14.1.2 names, addresses and contact details of customers or clients or potential customers or clients or suppliers or potential suppliers of the Company;

14.1.3 analyses made, or views taken, by the Company in respect of the businesses, finances, dealings, transactions and affairs of the Company and/or any Group Company, any client, or potential client any supplier potential supplier of the Company or any Group Company or any other third party;

14.1.4 information in respect of which the Company or any Group Company is bound by an obligation of confidentiality to a third party; and

14.1.5 any information which is identified to you by the Company or any Group Company as being confidential or secret in nature or which ought reasonably to be regarded as confidential.

14.2 You will not, except in the proper performance of your duties under this Agreement, either during your Employment or any time after its termination (however caused) use for your own benefit or for the benefit of any other person, company or other undertaking, or directly or indirectly disclose to any person, company or other undertaking any Confidential Information.

14.3 During the Employment, you will use your best endeavours to prevent the disclosure to third parties of any Confidential Information

14.4 The restrictions contained in this Clause 14 will not apply to:

14.4.1 use or disclosure authorized by the Board or required by law, a court or tribunal of competent jurisdiction or any competent regulatory statutory body;

14.4.2 any information that, otherwise than through your unauthorised use or disclosure, already is, or comes into, the public domain."

8. In the First Defendant's role as Chief Executive Officer, the First Defendant had access to and was privy to confidential Information as defined in the Clause 14.1 of the Employment Agreement including names, addresses and contact details of clients or

potential or clients, investment products and business relationships with investment institutions and confidential and proprietary information of the Plaintiff, its clients, customers and affiliates.

9. The First Defendant also agreed with the Plaintiff as follows:

21. Post-Termination Obligations

21.1 You undertake to the Company (for itself and as trustee and agent for each Group Company) that you 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 any other person:

21.1.1 for a period of 3 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 that you may hold up to 5% of any class of shares or securities of any company listed or dealt in on a recognized investment exchange.

21.1.2 for a period of 12 months from the Termination Date, on behalf of a Competing Business:

(a) be involved with the provision of goods or services to, or otherwise have any business dealings with any Client in relation to Restricted Services; or

(b) be involved with the provision of goods or services to, or otherwise have any business dealings with any Prospective Client in relation to Restricted Goods or Services;

21.1.3 for a period of 12 months from the Termination Date, on behalf of a Competing Business:

(a) entice or solicit, or endeavor to entice or solicit, any Client to provide custom or business;

- (b) entice or solicit, or endeavor to entice or solicit, any Prospective Client to provide custom or business; or
- 21.1.4 for a period of 12 months from the Termination Date employ or be directly involved in the employment of any Key Employee with a view to such Key Employee working for or providing services to a Competing Business; or
- 21.1.5 for a period of 12 months from the Termination Date entice or solicit, or endeavor to entice or solicit, any Key Employee away from the Company with a view to such Key Employee working for or providing for services to a Competing Business; or
- 21.1.6 at any time after the Termination Date, represent yourself as connected with the Company in any capacity, other than as a former employee or (if that is the case) shareholder, or use the registered business names or trading names associated with the Company.
- 21.2 The duration of the restrictions in Clauses 21.1.2 to 21.1.6 will be reduced by any period of time that you have spent on Garden Leave immediately prior to the Termination Date. You acknowledge that the restriction in Clause 21.1.1 will not be reduced by any period of time that you have spent on Garden Leave immediately prior to termination.
- 21.3 You acknowledge and agree that each of Clauses 21.1.1 to 21.1.6 constitutes an entirely separate and independent restriction on you and that the duration, extent and application of each of such restrictions are no greater than is necessary for the protection of the legitimate interests of the Company. You agree that if any of such restrictions will be adjudged to be void or ineffective as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company or for any other reason but would be valid and effective if part of the wording of it was deleted and/or for any period or area referred to in it reduced in time or scope, such restrictions will apply with such deletions or modifications as may be necessary to make them valid and effective.
- 21.4 Before accepting any offer of future employment with another employer, received during the Employment or before the expiry of the post-termination restriction in Clause 21.1 with the longest duration, you will disclose a copy of the whole of Clause 21 and relevant defined terms to the person making the offer

and the prospective employer and will disclose the identity of that person to the Company as soon as possible.

21.5 If any person who is an employee or was formerly an employee of the Company solicits, induces or endeavours to solicit or induce you to leave the employment of the Company with a view to you taking up a position as representative, partner, director, employee, joint venturer, investor, consultant or otherwise of any Competing Business, you will immediately inform a director of the Company.

21.6 In the whole of Clause 21:

Competing Business means any business in the Territory which competes, or proposes to compete, with any business carried on by the Company or any Group Company in which you were involved (other than on a minimal basis) at any time during the Relevant Period or about which you had access to Confidential Information;

Customer OR Client means any person, firm, company or other undertaking, who was provided with goods OR services by the Company or any Group Company and with whom you dealt at any time during the Relevant Period (other than on a minimal basis) or about whom you had access to Confidential Information;

Key Employee means any person employed or engaged by the Company, or any Group Company for which you were required to perform duties, at any time during the Relevant Period in senior sales, marketing, operations or executive management role and with whom you had dealings or about whom you had access to Confidential Information;

Prospective Customer OR Prospective Client means any person, firm, company or other undertaking with whom or which, at any time during the Relevant Period, the Company or any Group Company was in discussion with a

view to providing goods and/or services, and in which discussions you were involved (other than on a minimal basis) or of which discussions you had knowledge or about which discussions you had access to Confidential Information;

Relevant Period	means the period of 12 months ending with Termination Date.
Restricted Goods or Services	means goods or services of the same type as, or similar to, goods and/or services supplied by the Company or any Group Company (1) at the Termination Date, or (2) at any time during the Relevant Period;
Territory	means any country in which at the Termination Date the Company or any Group Company carries on business or proposes to carry on business."

10. The First Defendant's employment with the Plaintiff was terminated on 8 October 2021.
11. On a date presently unknown to the Plaintiff but prior to the expiration of the obligations herein, the First Defendant accepted an offer of employment or entered into a contract for services with the Second Defendant.
12. The Second Defendant is a competing business as defined in Clause 21 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, Dr. Frances McIntyre and Ms. Mary Langmead are clients of the Plaintiff with whom the First Defendant had dealings during the course of his employment within the 12 months preceding the date of termination of his employment.

Breach of Contract - Competing Business and Non- Solicitation

14. Since the termination of the First Defendant's employment with the Plaintiff, the First Defendant by himself and/or acting in concert with and Mr. Luke Rudd canvassed and solicited clients of the Plaintiff including Mr. Shaun McCann, Dr Frances McIntyre, Ms. Mary Langmead 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 their business with Second Defendant.
15. Further on or about 20 April 2022, the First Defendant by himself and/or acting in concert with and Mr. Luke Rudd solicited Ms. Mary Langmead to withdraw her business from the Plaintiff and place it with the Second Defendant. Ms. Langmead has since withdrawn her business from the Plaintiff and refuses to deal with the Plaintiff any further.
16. The acts in Paragraphs 14 and 15 are breaches of the First Defendant's contract of employment:
17. The First Defendant breached the Employment Agreement in that he:

PARTICULARS

- 17.1 canvassed, solicited and enticed clients of the Plaintiff including Mr. Shaun McCann, Dr. Frances McIntyre and Ms. Mary Langmead to provide for them the

services of investment management, asset management, wealth management, financial planning and advice in breach of Clause 21 of the Employment Agreement;

17.2 canvassed, solicited and enticed clients of the Plaintiff including Mr. Shaun McCann, Dr. Frances McIntyre and Ms. Mary Langmead and other clients of the Plaintiff to terminate their commercial relationship with the Plaintiff and withdraw their business from the Plaintiff and place it with Second Defendant in breach of Clause 21 of the Employment Agreement;

18. The Plaintiff has sustained loss and damage by reason of the First Defendant's wrongful solicitation of clients of the Plaintiff including Mr. Shaun McCann, Dr. Frances McIntyre and Ms. Mary Langmead.

PARTICULARS

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 including Ms. Mary Langmead have withdrawn their business from the Plaintiff and placed it with the Second Defendant.

18.3 Accordingly, the Plaintiff has lost the trailer fee that it would have earned in respect of the accounts of clients of the Plaintiff including Ms. Mary Langmead,

which sums the Plaintiff would have received from the primary investment managers quarterly.

19. Further particulars of the Plaintiff's loss will be provided at a later date by way of a Schedule of Loss.
20. Still further or in the alternative on these facts the Second Defendant and Luke Rudd wrongfully conspired, induced, procured or facilitated the First Defendant's actionable breaches of the Employment Agreement, by reason of which the Plaintiff has suffered loss and damage.

The First Defendant's Breach of Confidence

21. In the First Defendant's role as Chief Executive Officer, the First Defendant had unrestricted access to and was privy to Confidential Information as defined in Clause 14.1 of the Employment Agreement including names, addresses and contact details of clients or potential or clients, investment products and business relationships with investment institutions and confidential and proprietary information of the Plaintiff, its clients, customers and affiliates.
22. The First Defendant breached 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, Dr. Frances McIntyre and Ms. Mary Langmead 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.

23. Mr. Shaun McCann, Dr. Frances McIntyre, Ms. Mary Langmead 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.
24. 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.
25. The First Defendant breached confidentiality terms of his employment in that he:
 - 25.1 used confidential information belonging to the Plaintiff procured during the course of his employment with the Plaintiff, to solicit, canvass 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 Second Defendant, in breach of Clause 14 of the Employment Agreement.
 - 25.2 solicited clients of the Plaintiff including Mr. Shaun McCann, Dr. Frances McIntyre and Ms. Mary Langmead to provide the services of investment management, asset management, wealth management, financial planning and advice in breach of Clause 14 the Employment Agreement.
 - 25.4 solicited clients of the Plaintiff including Mr. Shaun McCann, Dr. Frances McIntyre and Ms. Mary Langmead 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 14 of the Employment Agreement;

26. As a consequence of the First Defendant's breaches of 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 Employment Agreement.
27. The First Defendant's breaches of the Employment Agreement continued and by letter dated 5 April 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 Employment Agreement.
28. In the alternative, the Defendants have also misused and continue to misuse the Plaintiff's confidential information. The Plaintiff believes that, unless the First Defendant is restrained by an order of the Court, the First Defendant will commit further breaches of Clauses 14 and 21 of the Employment Agreement. Accordingly, the Plaintiff seeks an order or orders enforcing compliance with Clause 14 and 21 of the Employment Agreement.
29. The Plaintiff has sustained loss and damage by reason of the First Defendants' wrongful use of the Plaintiff's confidential information and the wrongful solicitation of clients of the Plaintiff including Mr. Shaun McCann, Dr. Frances McIntyre and Ms. Mary Langmead.

PARTICULARS

- 29.1 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.
- 29.2 By reason of the First Defendant's solicitation, Ms. Mary Langmead and other clients of the Plaintiff have withdrawn their business from the Plaintiff and placed it with the Second Defendant.
- 29.3 Accordingly, the Plaintiff has lost the trailer fee that it would have earned in respect of Ms. Mary Langmead and other clients, which sums the Plaintiff would have received from the primary investment managers quarterly.
- 29.4 Further particulars of the Plaintiff's loss will be provided at a later date by way of Schedule of Loss.

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

30. By Clauses 14 and 21 of the Employment Agreement, the First Defendant agreed to certain post termination restrictions, including that:
- 30.1 he will not use for his own benefit or for the benefit of any other person or company or directly or indirectly disclose to any person, company confidential information belonging to the Plaintiff;

- 30.2 he will not for a period of 12 months from the date of termination of his employment:
- (a) provide services to or otherwise have any dealings with any client or prospective client of the Plaintiff on behalf of a competing business;
 - (b) entice or solicit, or endeavor to entice or solicit, any client or prospective client of the Plaintiff to provide custom or business;
 - (c) 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 to terminate their contractual or other commercial relationship the Plaintiff.
31. The First Defendant breached the contract as regards the post-termination restrictions and in this respect the Plaintiff repeats paragraphs 6 to 30 hereof.
32. The Second Defendant knows of the post-termination restrictions in the Employment Agreement. The First Defendant's conduct thereafter constitutes a continuing breach of the contract of which the Second Defendant has knowledge. Still further and/or in that:
- 32.1 By letter dated 5 April 2022, the Plaintiff's attorneys-at-law, FrancisGrey, advised the Second Defendant of the Employment Agreement and that the Plaintiff has not released the First Defendant of his obligations thereunder.
- 32.2 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.

- 32.3 Further or alternatively, as to knowledge of the First Defendant's post termination restrictions, Second Defendant being well aware of 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 6 to 30 above, 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 Employment Agreement contained such obligations.
33. The Second Defendant induced, procured or facilitated the First Defendant's breaches of the Employment Agreement.

PARTICULARS

- 33.1 The Second Defendant was aware that First Defendant was employed/providing services in a competing role.
- 33.2 The Second Defendant was aware that the First Defendant used and was 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;
- 33.3 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.

34. Being well aware of the Employment Agreement and the First Defendant's post terminations obligations thereunder, alternatively well aware of the Employment Agreement and recklessly indifferent as to whether or not the agreements contained such obligations, the Second Defendant in acting as stated above:
- 34.1 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 Employment Agreement; and
- 34.2 intended to induce the First Defendant so to breach 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 Employment Agreement.
35. 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 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 Employment Agreement.
36. By reason of the Second Defendant's wrongful inducement, procurement or facilitation of the First Defendant's actionable breaches of the Employment Agreement, the Plaintiff has suffered loss and damage.

PARTICULARS

- 36.1 By reason of the First Defendant's solicitation clients of the Plaintiff including Ms. Mary Langmead have withdrawn their business from the Plaintiff and placed it with the Second Defendant.

- 36.2 The Plaintiff has lost the trailer fee that it would have earned in respect of accounts in the names of Ms. Mary Langmead and other clients of the Plaintiff 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.
- 36.3 Further particulars of the Plaintiff's loss will be provided at a later date by way of a Schedule of Loss.
37. The Defendants' said acts were unlawful 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 - 36 hereof.
38. 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

39. 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 8 October 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) An injunction to restrain the First Defendant from using or misusing the Plaintiff's confidential information.

- (iv) Damages in addition to an injunction or alternatively damages in lieu of an injunction.
 - (v) Damages for breach of the Employment Agreement.
 - (vi) Damages for breach of confidentiality under the implied terms of the First Defendant's contract of employment with the Plaintiff.
 - (vii) 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.
 - (viii) Costs.
- (2) **Against the Second Defendant:**
- (i) that until 8 October 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 ;

- (c) Induce, procure, or facilitate or otherwise cause the First Defendant to breach his obligations to the Plaintiff under the Employment Agreement;

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

- (ii) An injunction to restrain the First Defendant from using 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.

A handwritten signature in black ink that reads "Francis Grey". The signature is written in a cursive style and is positioned above a horizontal line.

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: G 2022-0160

BETWEEN: ~~INTERNATIONAL FINANCIAL PLANNING (CAYMAN) LIMITED~~
PROVEN WEALTH (CAYMAN) LIMITED

PLAINTIFF

AND: MARK GUMPRIGHT

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>
--	---

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]