



IN THE GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO. FSD OF 2023 (DDJ)

BETWEEN :

NEW ORDER FOUNDATION

Plaintiff

AND

ANDREJ RADONJIC

First Defendant

AND

GECKOBYTE LABS INC.

Second Defendant

WRIT OF SUMMONS

TO: Andrej Radonjic of 10 De Boers Drive, Unit 403, North York, ON M3J 0L6, Canada

AND TO: Geckobyte Labs Inc. of 1 King Street West, Suite 4800 – 245, Toronto, ON M5H 1A1, Canada

This Writ was issued by Ogier (Cayman) LLP for the Plaintiff, whose address for service is:
89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands (CVL/DZD/506666.00001)

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claims set out on the next page.

Within 28 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, George Town, Grand Cayman KY1-1106, 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 to the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Dated this 28th day of August 2023.

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.

This Writ was issued by Ogier (Cayman) LLP for the Plaintiff, whose address for service is:
89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands (CVL/DZD/506666.00001)

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GCMLAW-13929851-1

GENERAL INDORSEMENT

- 1 On 29 March 2022 and 27 October 2022, Andrej Radonjic (the "**First Defendant**") entered into two agreements with New Order Foundation (the "**Plaintiff**"); the first being a consulting services agreement dated 29 March 2022 (the "**Consulting Agreement**") and the second being an incubation agreement dated 27 October 2022 (the "**Incubation Agreement**").
- 2 Section 3.4 of the Incubation Agreement provided that, in return for services rendered by the Plaintiff, the First Defendant was to:
 - (a) issue or cause to be issued to the Plaintiff such common shares in the Second Defendant as is equal to nine per cent (9%) of the common shares calculated on a fully diluted basis (including any common shares issuable upon conversion or exercise of preferred shares, preferred stock or other outstanding securities of the Second Defendant (treating any simple agreement for future equity or convertible notes as having converted at the valuation cap thereof) as of the date of the Incubation Agreement, or the date upon which the Second Defendant was incorporated (the "**Equity**");
 - (b) take all necessary actions and execute all necessary documents in connection with the creation and issuance of such common shares; and
 - (c) deliver or cause to be delivered to the Plaintiff the agreed upon convertible tokens (the "**Tokens**").
- 3 Section 5 of the Consulting Agreement provided that the Plaintiff would own solely and exclusively all right, title and interest in and to all things developed, conceived, or in any way created by the First Defendant in any connection with the Consulting Services whatsoever, whether tangible or intangible, including without limitation all patents, copyrights, trade secrets, innovations, concepts, ideas, or intellectual properties (the "**Intellectual Property**").
- 4 Section 5 of the Incubation Agreement and section 4 of the Consulting Agreement, also provided for the confidentiality of all non-public, confidential or proprietary information

belonging to the Plaintiff, its customers, suppliers, affiliates and associates (the "**Confidential Information**").

- 5 In breach of the terms of the Incubation and Consultancy Agreements, (a) the Plaintiff has not been provided with the Equity and/or the Tokens and (b) the First and Second Defendants have used the Intellectual Property and/or the Confidential Information for their own benefit without the permission of the Plaintiff.

AND THE PLAINTIFF claims:

As against the First Defendant

1. A declaration that the First Defendant is in breach of the Consulting Agreement whereby both the First and the Second Defendant are using and / or have made use of the Plaintiff's Intellectual Property for their own benefit without consent.
2. A declaration that the First Defendant is in breach of the Consulting Agreement and / or the Incubation Agreement whereby both the First Defendant and the Second Defendant are using and / or have made use of the Plaintiff's Confidential Information for their own benefit without consent.
3. A declaration that the First Defendant is in breach of the Incubation Agreement by failing to issue, or cause to be issued, the Equity to the Plaintiff.
4. A declaration that the First Defendant is in breach of the Incubation Agreement by failing to deliver, or cause to be delivered, the Tokens to the Plaintiff.
5. Orders that the First Defendant should undertake all necessary steps to comply with his obligations under the Incubation Agreement including, but not limited to, orders for specific performance of such obligations.
6. Orders that the First Defendant should undertake all necessary steps to comply with his obligations under the Consulting Agreement including, but not limited to, orders for specific performance of such obligations.
7. Damages suffered by the Plaintiff consequent upon the breaches of the Incubation Agreement with respect to issuance and / or the delivery of the Equity and the Tokens to the Plaintiff.

8. An indemnity from the First Defendant with respect to all liabilities, losses, demands, claims, costs (including reasonable legal fees and disbursements), expenses, penalties and interest arising out of or in connection with the First Defendant's breach of the Incubation and / or Consultancy Agreements.

As against the Second Defendant

9. Orders requiring the Second Defendant take all necessary steps to rectify its register of members to reflect the legal entitlement of the Plaintiff to the Equity and record the registration of the Equity in the name of the Plaintiff.

As against the First and Second Defendant

10. A declaration that the Plaintiff is legally and beneficially entitled to the Intellectual Property and/or the Confidential Information.
11. An injunction restraining the First and Second Defendant, and each of them by themselves, their servants or agents or otherwise howsoever from using the Intellectual Property and / or the Confidential Information until such time as the First Defendant has complied with his obligations under the Incubation Agreement with respect to the Equity and the Tokens.
12. An inquiry as to damages caused by the First and Second Defendant conspiring with each other as to the breach of confidence and / or other misuse of the Intellectual Property and / or the Confidential Information being a course of conduct consisting of unlawful means with the intention of injuring the Plaintiff.
13. Further, or in the alternative, an account of all profits made by the Defendants and each of them from the use of the said Intellectual Property and / or Confidential Information.
14. Interest as applicable.
15. Costs.

16. Further or other relief as this Honourable Court deems just and appropriate.



OGIER

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

- 6 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.
- 7 After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, George Town, Grand Cayman KY1-1106.
- 8 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).
- 9 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.
- 10 If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 days after a Statement of Claim has been served on the Defendant.
- 11 If the Defendant fails to serve his Defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.
- 12 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 overleaf 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 28 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 of 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 his 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.

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NEW ORDER FOUNDATION

Plaintiff

AND

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First Defendant

AND

GECKOBYTE LABS INC.

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.

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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89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands (CVL/DZD/506666.00001)

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.

Ogier
Attorneys-at-law for the Plaintiff

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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 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.

Ogier (Cayman) LLP
89 Nexus Way, Camana Bay,
Grand Cayman
KY1-9009, Cayman Islands
Ref: LVS/DZD/506666.00001

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

[Empty box for defendant's attorney indorsement]

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