



**GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION**

CAUSE NO: OF 2024

BETWEEN:

SEAHAWK CHINA DYNAMIC FUND

PLAINTIFF

AND

**(1) GOLD DRAGON WORLDWIDE ASSET MANAGEMENT LIMITED
(2) LAU CHUN SHUN**

DEFENDANTS

WRIT OF SUMMONS

TO:

- (1) GOLD DRAGON WORLDWIDE ASSET MANAGEMENT LIMITED** of Unit 3914, 39/F, Cosco Tower, 183 Queen’s Road Central, Hong Kong; and
- (2) LAU CHUN SHUN** of Flat A, 16/F, Tower 6, Mayfair by the SEA II, No. 21 Fo Shun Road, Pak Shek Kok, Tai Po, New Territories, Hong Kong.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, Seahawk China Dynamic Fund c/o Forbes Hare, Cassia Court, 10 Market Street Suite 716, Camana Bay, Grand Cayman, KY1-9006, Cayman Islands, in respect of the claim set out on the next page.

Within 28 days or such other period as the court may direct 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.

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 the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 10th day of January 2024

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.

GENERAL INDORSEMENT

1. This is a claim by the Plaintiff, a Cayman-incorporated investment fund, against the First Defendant, the Plaintiff's former investment manager, and the Second Defendant, a former director of the Plaintiff and of the First Defendant.
2. Certain of the Plaintiff's causes of action relate to an investment management agreement dated 23 December 2019, as amended on 11 August 2021, between the Plaintiff and the First Defendant (the "IMA"). The IMA is governed by the law of the Cayman Islands and the parties to the IMA submitted to the non-exclusive jurisdiction of the courts of the Cayman Islands.
3. The Plaintiff's claims are for breaches of contract by the First Defendant, breaches of duties owed by the First Defendant to the Plaintiff, inducement by the Second Defendant of the First Defendant's breach of contract and the Second Defendant's breach of his duties as a director of the Plaintiff. The claims arise out of the actions and/or omissions of the First and Second Defendants in 2021 and 2022.
4. The Plaintiff seeks the following relief, without any election yet being made (where applicable) between any alternative remedies and/or causes of action:
 - (1) Damages against the First Defendant for breaches of the IMA. The First Defendant's breaches were in wilful default and/or grossly negligent and caused loss and damage to the Plaintiff.
 - (2) Damages against the Second Defendant for inducing and/or procuring the First Defendant's breaches of contract, which caused loss and damage to the Plaintiff. The Second Defendant acted in bad faith and outside the scope of his authority as a director of the First Defendant and had no lawful justification for so inducing and/or procuring the First Defendant's said breaches.
 - (3) Damages and/or equitable compensation against the First Defendant for breaches of duties owed under contract, tort and common law agency principles, including a contractual and fiduciary duty to act in the best interests of the Plaintiff, a fiduciary

duty to exercise its power for a proper purpose, a contractual and common law duty to exercise reasonable skill and care and a contractual and fiduciary duty to avoid conflicts of interests. The First Defendant breached each of these duties and thereby caused loss and damage to the Plaintiff.

- (4) Damages and/or equitable compensation against the Second Defendant for breaches of his duties as a director of the Plaintiff, including his fiduciary duties to act in good faith in what he considered to be the best interests of the Plaintiff (and not for any collateral purpose), not to put himself in conflict of interest with the Plaintiff, and to exercise his powers for a proper purpose, and his common law duty to act with skill, care and diligence. The Second Defendant breached each of these duties and thereby caused loss and damage to the Plaintiff, and the Second Defendant's said breaches were in wilful default and/or grossly negligent.
5. Particulars of the loss and damage suffered by the Plaintiff will be set out in the Statement of Claim to be served herein. The Plaintiff estimates that such loss and damage exceed US\$ 1 billion.

AND THE PLAINTIFF CLAIMS:

- 1) Damages, to be assessed.
- 2) Equitable compensation, to be assessed.
- 3) Interest pursuant to the Court's equitable jurisdiction and/or pursuant to section 34 of the Judicature Act or on such other basis as the Court may direct.
- 4) Costs.
- 5) Further or other relief as the Court may think appropriate.

Dated this 10th day of January 2024



Forbes Hare
Attorneys-at-law for the Plaintiff

THIS WRIT was issued by Forbes Hare, Attorneys-at-law for the Plaintiff, whose address for service is: Cassia Court, Suite 716, 10 Market St., Camana Bay, Grand Cayman KY1-9006, Cayman Islands (AJHA).

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, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands.

2. A Defendant who states in his Acknowledgement 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 of 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 Acknowledgement of Service, that he intends to apply to for a stay, execution will be stayed for 14 days after his Acknowledgement, 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.

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 If you wish to defend claims made in the writ, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the “Yes” box in paragraph 2 of the Acknowledgment of Service.
- 3 For the purpose of calculating the period of 28 days or such other period as the court may direct for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
- 4 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 Originating Summons)”.
- 5 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 “Partner in the firm of (.....)” after his name.
- 6 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.
- 7 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.
- 8 Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
- 9 A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

CAUSE NO. FSD OF 2024

BETWEEN:

SEAHAWK CHINA DYNAMIC FUND

PLAINTIFF

AND:

(1) GOLD DRAGON WORLDWIDE ASSET MANAGEMENT LIMITED
(2) LAU CHUN SHUN

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.**

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ of Summons is being acknowledged.

2. State whether the Defendant intends to contest or otherwise participate in 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.

[Attorney] for
[Defendant in Person]
Address for Service:

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.

Forbes Hare
Cassia Court
10 Market Street, Suite 716
Camana Bay
Grand Cayman, KY1-9006
Cayman Islands
(Ref: AJHA/AQ)

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