

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 579 OF 2001

BETWEEN: ANDRO ELECTRIC COMPANY LTD.

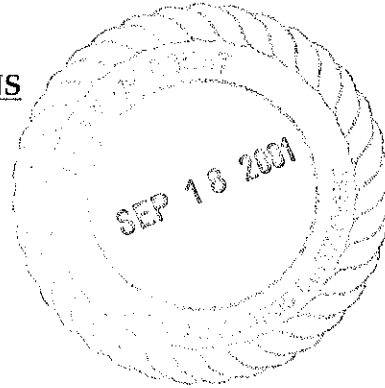
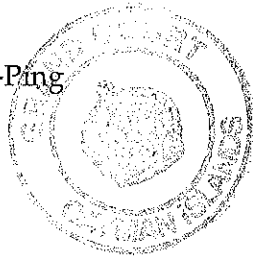
Plaintiff

AND: RICHARD CHONG-PING

Defendant

WRIT OF SUMMONS

TO: Richard Chong-Ping
Apartment 12
Island Pines
West Bay Road
Grand Cayman



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 495, 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 17th day of September 2001.

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.

STATEMENT OF CLAIM

1. By an agreement in writing dated 1st June 2000 made between the plaintiff company and defendant, it was agreed that the plaintiff company should employ the defendant as a Quantity Surveyor, such appointment to commence on the 1st of June 2000 or such later date as the parties may mutually agree, for a period of twelve months and thereafter until the said employment was terminated by notice as therein provided.

2. By the said agreement, it was provided (inter alia) as follows:-

"No. 9. NON-COMPETITION AND SOLICITATION

- 9.1 The Appointee undertakes that during the period of this Agreement and for the period of one (1) year thereafter he will not without the prior written consent of the company either solely or jointly with or on behalf of any person directly or indirectly carry on or be engaged or interested in any business in the Cayman Islands which is competitive with the business of the Company.

- 9.2 The Appointee shall not for a period of two (2) years after the termination of his employment:
 - 9.2.1 Canvass or solicit the custom of any person who during the preceding two years was a client or customer of the Company with a view to supplying any product or service to such person of any kind provided by the Company.

 - 9.2.2 Solicit or entice any employee who performs work of a professional or technical nature on behalf of the Company.

9.2.3 Provide any consultancy or other services to any business which is competitive with the business of the Company.”

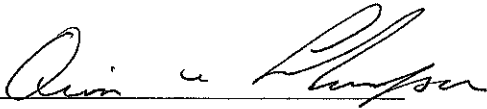
3. Pursuant to the said agreement, the aforesaid entered into the employment of the plaintiff company and continued in such employment until on or about 27th day of April 2001, when such employment was duly terminated.
4. In breach of the said agreement, the defendant has wrongfully been and is still engaged in or interested in a business in the Cayman Islands which is competitive with the business of the company.
5. The defendant threatens and intends unless restrained by this Honourable Court of the Cayman Islands to continue to commit the breach of the said agreement as referred to in the preceding paragraph.

AND THE PLAINTIFF CLAIMS:-

1. An injunction to restrain the Defendant for a period ending on 27th day of April 2002, (i.e. one (1) year after termination of agreement), from entering solely or jointly with any other person or persons or company or entering on his own behalf or on behalf of any other person or persons or competing directly or indirectly, carrying on or assisting in carrying on either as principal or as manager, agent or servant or assistant or in any other capacity whatsoever or be in any way engaged or concerned or interested in the business of electricity within the Cayman Islands.
2. An injunction to restrain the Defendant for a period ending on 27th day of April 2003, (i.e. two (2) years after termination of agreement), from :
 - i. canvassing or soliciting the custom of any person who during the preceding two years was a client or customer of the Plaintiff with a view to supplying any product or service to such person of any kind provided by the Plaintiff

- ii. soliciting or enticing any employee who performs work of a professional or technical nature on behalf of the Plaintiff
 - iii. providing any consultancy or other services to any business which is competitive with the business of the Plaintiff
3. Damages for breach of Agreement.
 4. Further or other relief as the Honourable Court deem fit/appropriate.
 5. Costs to be agreed or assessed

DATED this 17th day of September 2001



Quin & Hampson
Attorneys-at-Law for the Plaintiff

To: The Clerk of Court

And to: Richard Chong-Ping - Defendant

THIS WRIT was issued by Messrs. Quin & Hampson, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service and correspondence is P.O. Box 1348, George Town, Grand Cayman, Cayman Islands, B.W.I.

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 495GT, 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 installments 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 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 579 OF 2001

BETWEEN: ANDRO ELECTRIC COMPANY LTD. Plaintiff

AND: RICHARD CHONG-PING 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.

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 Plaintiffs (tick box).

yes

Service of the Writ is acknowledged accordingly

(Signed)

[Attorney] for

[Defendant in person]

Address for service:

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.

Messrs. Quin & Hampson
Attorneys-at-Law
Third Floor, Harbour Centre
P.O. Box 1348
George Town,
GRAND CAYMAN

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

[Empty box for Defendant's Attorney indorsement]