

Campbells
A Division of Justice

IN THE GRAND COURT OF THE CAYMAN ISLANDS

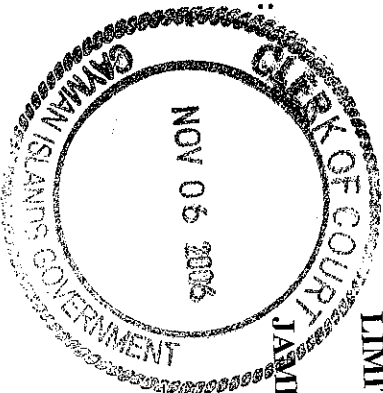
CAUSE NO. 454 OF 2006

BETWEEN: CARIBBEAN NETWORK SOLUTIONS
LIMITED

PLAINTIFF

AND: JAMES REGAN SMITH

DEFENDANT



WRIT OF SUMMONS



TO: JAMES REGAN SMITH
of
5-1365 South Sound Road
Carriage House
Grand Cayman
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 [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, Grand Cayman KY1-1106, Cayman Islands, 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 day of November 2006.

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 ENDORSEMENT:

THE PLAINTIFF'S CLAIM IS FOR:

1. Delivery up of the Plaintiff's property, including, but not limited to:
 - (a) Cell phone and charger
 - (b) 2 keys to the Plaintiff's premises at 5th Floor, Genesis Bldg, Georgetown
 - (c) Books and records, including work order books
 - (d) Hurricane readiness supplies, including bottled water & other supplies
 - (e) Swipe card for the Plaintiff's premises at 5th Floor, Genesis Bldg, Georgetown
2. A declaration that the Defendant resigned from the Plaintiff's employment without notice on 22nd September 2006
3. An injunction restraining the Defendant from acting in breach of an express covenant against acting in competition with the Plaintiff following termination of his employment incorporated into his written contract of employment made on or about 11th May 2005, whether by way of obtaining employment with a competitor of the Plaintiff or by solicitation of the Plaintiff's clients or otherwise howsoever, until 22nd September 2007.
4. A declaration that, on or about 24th and 25th September 2006, following the termination of the Defendant's employment with the Plaintiff, the Defendant unlawfully interfered with the Plaintiff's computer systems and confidential information by remotely accessing the Plaintiff's systems for over more than three hours, during which time the Defendant *inter alia* deleted the contents of his mailbox, which contained information belonging to the Plaintiff necessary for its business.
5. All necessary accounts and inquiries and an order payment of such sums found to be due on such account to the Plaintiff by the Defendant
6. Damages for breach of contract and unlawful interference.
7. Further or other relief.
8. Costs.

DATED this day of November 2006

FILED this day of November 2006


CAMPBELL

Attorneys-at-Law for the Plaintiff