

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 506 OF 2007

BETWEEN:

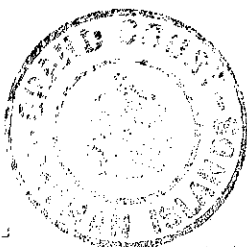
ROYAL BANK OF CANADA TRUST COMPANY (CAYMAN) LIMITED

Plaintiff

AND

CANDACE EBANKS

Defendant



WRIT OF SUMMONS

TO: Candace Ebanks
P.O. Box 32187SMB
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 (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 Courts Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment of Service within the time stated, or if you return the Acknowledgement of Service 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 24th day of October 2007

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

The Plaintiff's claim is for:

1. Pursuant to a Contract of Employment dated 13th November 2003, at all material times the Plaintiff employed the Defendant. The Plaintiff claims damages arising from the Defendant's breach of the express terms of her Contract of Employment with the Plaintiff and in particular the following clauses:
 - (i) **Termination:** "Once the probation period has ended either party may terminate the employment relationship at any time. The standard notice period for employees is **one month**; however this notice period may be shortened by mutual consent. Royal Bank of Canada Trust Company (Cayman) Limited may terminate your employment at any time without notice in accordance with the RBC's Code of Conduct."
 - (ii) **Non-solicitation of clients:** You also agree that during your employment and for a period of ninety (90) days after the termination of your employment, regardless of the **reason** for the termination, you shall not solicit any client of RBC for the purpose performing or providing any services of the kind that you performed or provided during your employment with RBC. For purposes of this agreement, the term "client of RBC" shall mean any person or entity for whom you actually performed services during your employment at RBC, or about whom you acquired substantial non-public information as a result of your employment with RBC, during the two (2) year period prior to the termination of your employment.
 - (iii) **Confidential Information:** You agree that you will not directly or indirectly use or disclose any "Company Information" (as defined below) that you may have or acquire (whether or not developed or compiled by you) during your employment with RBC. The term "Company Information" shall mean confidential or proprietary information including without limitation any technical and financial information and any customer or client lists relating to RBC or its programs or procedures, and any information received by RBC from third parties under confidential conditions. The term "Company Information" shall also include, without limitation, RBC's computer database, forms and form letters, from contracts, information regarding specific transactions, personnel information, financial information and estimates and long-term planning and goals. The term "Company Information" shall not include information that has become generally available to the public by lawful means.
2. An injunction restraining the Defendant soliciting or attempting to solicit the Plaintiff's clients for a period of three months from the date of the injunction.
3. An Order for disclosure, forthwith, of all notes, memoranda, reports, facsimiles, e-mails, minutes, records, hard drives and other data storage devices held by or in the possession or control of the Defendant her agents or assigns, whether generated by the use of the

Plaintiff's communication and electronic systems or by means of electronic and communication systems utilized by the Defendant.

4. On or about 8th October 2007 the Defendant purported to terminate her contract of Employment. On or about 17th October 2007 in breach of the Termination requirements of the Contract of Employment, the Defendant commenced employment with a Third Party.
5. The Defendant is in breach of each of the clauses particularized in paragraph 1 (i) to 1 (iii) above and by reason of the matters aforesaid these breaches have caused the Plaintiff damage which is continuing.
6. Interest, to be assessed, pursuant to section 34 of the Judicature Law (2002 Revision) for such period and at such rate as the Court shall deem just, alternatively pursuant to the equitable jurisdiction of the court; and
7. Such further and other relief as to this Honourable Court may deem just and equitable.


STUARTS WALKER HERSANT
Attorneys-at-Law

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 506 OF 2007

BETWEEN:

ROYAL BANK OF CANADA
TRUST COMPANY (Cayman) LIMITED

Plaintiff

AND:

CANDACE DILBERT

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

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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

Yes No

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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 of Summons is acknowledged accordingly

(Signed) _____
Attorney for

NOTE 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/she must give his post office box number and the physical address of his/her residence or, if he/she does not reside in the Cayman Islands, he/she must give an address in Grand Cayman where communications for him/her 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/her name, address and reference, if any, in the box below.

ANTHONY AKIWUMI
STUARTS WALKER HERSANT
Attorneys-at-law
Cayman Financial Centre
36A Dr. Roy's Drive
P.O. Box 2510 GT
George Town
Grand Cayman, Cayman Islands

Tel: 345 949 3344
Fax: 345 949 2888
Ref: AA

Endorsement by Defendant's Attorney (or by Defendant if responding in person) of his/her name, address and reference, if any, in the box below.

[Empty box for Defendant's Attorney endorsement]

**DIRECTIONS FOR ACKNOWLEDGEMENT 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.

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 of Guidance

Notes for Guidance:

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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/her.
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 authorized 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.