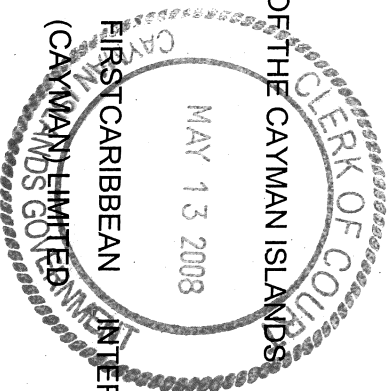


IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: **G0229** OF 2008

BETWEEN:

FIRST CARIBBEAN INTERNATIONAL BANK  
(CAYMAN) LIMITED

PLAINTIFF

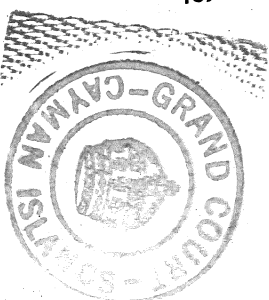
AND:

INTELSEC CONSULTANTS LIMITED

DEFENDANT

**WRIT OF SUMMONS**

TO: INTELSEC CONSULTANTS LIMITED  
PO BOX 2073 GEORGE TOWN  
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 Court Office, PO Box 495GT, 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 **13<sup>th</sup>** day of May 2008

NOTE – This Writ may not be served later than 4 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

#### Background

1. The Plaintiff, First Caribbean International Bank (Cayman) Limited, is a bank carrying on business at First Caribbean House, 25 Main Street, P.O. Box 68 GT, George Town, Grand Cayman, KY1-1102, Cayman Islands.
2. The Defendant operates a business known as Intelsec Consultants Limited ("Intelsec"). There was a written agreement dated 23 August 2000 between Barclays Bank PLC ("the Bank") and Intelsec under which Intelsec provided certain services to the Bank. This agreement was terminated by the Bank on or about 7 July 2004.
3. The Defendant was at all material times a customer of the Plaintiff.
4. On or about 14 April 2004 the Bank formally merged its business with CIBC Bank & Trust Co. (Cayman) Limited to form the Plaintiff, First Caribbean International Bank (Cayman) Limited. Following the merger the Plaintiff inherited all rights, assets and interests of the Bank.

#### The Debt

##### Bank Account No. # 1952144 ("the Current Account")

5. In or around November 1999 the Defendant applied to open a bank account. As a result Current Account No. #1952144 was opened on 5 November 1999, in the name of Intelsec (the "Current Account"). The Current Account was unsecured.

#### Failure by Defendant to make payments

6. The Defendant failed to operate the Current Account in accordance with the agreed terms and conditions.

7. The Plaintiff wrote to the Defendant by letter dated 18 June 2004 requesting repayment of all outstanding monies owed by the Defendant on the Current Account. The Defendant failed to repay the whole or any part of the amount outstanding.
8. By letter dated 10 November 2004, the Plaintiffs attorneys made a written request for repayment of the debt owed by the Defendant.
9. In or about February 2005 the Defendant made a part payment in the sum of CI \$2,000.00 to the Plaintiffs attorneys. The Plaintiff applied the sum of CI \$850.00 towards the Current Account.
10. The Current Account remains inactive and apart from the part payment made in or about February 2005, as set out in paragraph 9 above no further payments have been made to the Current Account.
11. Interest continues to accrue on the Current Account at the rate of 19% per annum.
12. As at 13 March 2008, the Current Account was overdrawn in the amount of CI\$ 38,257.57 being CI\$ 9,634.89 principal and CI \$28,622.68 interest and charges from April 2004 to 13 March 2008.

AND THE PLAINTIFF CLAIMS:

- (a) Payment of the principal sum of CI\$ 9,634.89 outstanding on the Current Account;
- (b) Interest charges of CI\$ 28,622.88 from 30 April 2004 to 13 March 2008;
- (c) Continuing interest pursuant to the terms of the agreement at the rate of 19.00% per annum or CI\$ 5.01 per diem until payment;
- (d) Legal fees;
- (e) Costs; and
- (f) Further and other relief.

DATED this 13<sup>th</sup> day of May 2008

Walkers .

**WALKERS**

Attorneys at Law for the Plaintiff

This Writ is issued by Walkers, Attorneys at Law, Walker House, 87 Mary Street, PO Box 265GT, George Town, Grand Cayman, KY1-9001 for the Plaintiff whose address for service is care of its said Attorneys at Law.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2008

BETWEEN: FIRSTCARIBBEAN INTERNATIONAL BANK PLAINTIFF  
(CAYMAN) LIMITED

AND: INTELSEC CONSULTANTS LIMITED DEFENDANT

**ACKNOWLEDGEMENT 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 Delay may result in judgment being entered directions and notes for guidance carefully against a Defendant whereby he may have to before completing this form. If any information pay the costs of applying to set it aside. required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

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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

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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.

Walkers  
Attorneys at Law  
PO Box 265GT  
Walker House, 87 Mary Street  
George Town, Grand Cayman KY1-9001  
Ref: DMM/TAM/F1757/47772

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

**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 Courts Office, PO 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 instalments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

## 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 Court's 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 its 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 Court's office.