



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

CAUSE NO: FSD OF 2026 ()

BETWEEN:

RS GLOBAL LTD

PLAINTIFF

AND

MEX ATLANTIC CORPORATION

DEFENDANT

WRIT OF SUMMONS

TO: MEX ATLANTIC CORPORATION, a company incorporated in the Cayman Islands
(Company Number 354945), having its registered office at TMF (Cayman) Ltd.
P.O. Box 10338, 4th Floor Monaco Towers, 11 Dr. Roy's Drive, George Town,
Grand Cayman, KY1-1003, 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 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, PO Box 495, George Town, 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 of Service within the time stated, or if you return the Acknowledgment of Service without stating therein an intention to contest the proceedings,

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

Issued this 1st day of May 2026

NOTE: This Writ may not be served later than four (4) calendar months (or, if leave is required to effect service out of the jurisdiction, six (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.

1. The following is a concise statement of the nature of the claim in the action herein pursuant to Order 6, rule 2 of the Grand Court Rules (2023 Revision).
2. The Plaintiff and Defendant entered into various trading agreements from March 2023, including:
 - a. A Client Agreement dated 21 March 2023 under which the Defendant provided over-the-counter trading services to the Plaintiff as principal and counterparty;
 - b. A Credit Facility Agreement dated 15 May 2024 under which the Defendant extended to the Plaintiff a credit line of US\$5 million; and
 - c. A series of Profit Share Agreements.
3. Pursuant to an addendum to the Profit Share Agreements dated 28 June 2024, the Defendant had no claim on any account balance and all balances were eligible to be withdrawn in full by the Plaintiff.
4. The parties' trading relationship operated without incident from March 2023 until September 2025, with no allegation of misconduct or breach raised by the Defendant and withdrawals processed without objection (although, since September 2025, certain withdrawals requested were delayed without reasonable justification).
5. In October 2025, a representative of the Defendant's wider group alleged trading losses of approximately US\$7,727,404.
6. In December 2025 and January 2026, the Plaintiff made multiple requests for the withdrawal of its account funds totalling approximately US\$7.7 million. These requests have not been acknowledged or processed by the Defendant.
7. On 9 January 2026, the Defendant purported to terminate all agreements with immediate effect and exercise a right of set-off, asserting that the Plaintiff had breached the Customer Agreement by routing "toxic" and "concentrated" trading flows, without any supporting trade-level analysis or contemporaneous breach notices.
8. On or around 9 January 2026 the Defendant removed approximately US\$7,040,320 million from the Plaintiff's accounts by way of purported set-off, notwithstanding that those sums constituted client

money held on trust pursuant to the Client Agreement and no adjudication had determined any debt due to the Defendant.

AND THE PLAINTIFF CLAIMS:

1. A declaration that the sum of approximately US\$7,040,320 (or its traceable proceeds) held by the Defendant in the Plaintiff's trading accounts constitutes client money held on trust for the Plaintiff pursuant to Clauses 3.3 and 23.1 of the Client Agreement dated 21 March 2023 between the parties.
2. An order for the proprietary restitution of the said sum of US\$7,040,320 (or its traceable proceeds) wrongfully removed from the Plaintiff's accounts on or around 9 January 2026.
3. An account of all dealings with the Plaintiff's client money and equitable compensation for breach of trust.
4. Alternatively, repayment of the sums wrongfully withheld as a debt and/or damages for breach of contract arising from:
 - a. wrongful termination of the Client Agreement and associated Profit Share Agreements;
 - b. wrongful exercise of set-off against client money held on trust in breach of Clause 2 of the Profit Share Addendum dated 28 June 2024;
 - c. breach of the Plaintiff's withdrawal rights under the Client Agreement by refusing to process withdrawal requests dated 6 January 2026 and 7 January 2026.
5. A declaration that the purported termination of the Client Agreement and associated agreements by the Defendant's letter dated 9 January 2026 is wrongful and of no effect.
6. Alternatively, restitution on the grounds of unjust enrichment.
7. Equitable compensation and/or an account of profits for breach of fiduciary duties arising from the Defendant's self-dealing and conflict of interest in acting as principal and counterparty while simultaneously controlling client funds held on trust for the Plaintiff.

8. Equitable compensation for the losses suffered by the Plaintiff as a result of the Defendant's breaches, including (without limitation) losses arising from the impairment of the Plaintiff's ability to invest and pursue initiatives that would have otherwise generated revenues, in an amount exceeding US\$30 million (to be quantified at trial).
9. Further or alternatively, damages for consequential loss arising from the Defendant's breach of contract, being loss which was reasonably contemplated by the parties as a serious possibility at the time of breach, including (without limitation) loss of profit, loss of business opportunity, and impairment of the Plaintiff's ability to pursue commercial ventures, in an amount exceeding US\$30 million (to be quantified at trial).
10. Interest pursuant to section 14 of the Judicature Law (2024 Revision) or alternatively equitable interest.
11. Costs.
12. Such further or other relief as the Court thinks fit.

Dated this 1st day of May 2026

Harney Westwood & Riegels (Cayman) LLP

HARNEY WESTWOOD & RIEGELS (CAYMAN) LLP

Attorneys-at-Law for the Plaintiff

THIS WRIT OF SUMMONS was issued by Harney Westwood & Riegels (Cayman) LLP, Attorneys-at-Law for the Plaintiff, whose address for service is 3rd Floor, Harbour Place, 103 South Church Street, PO Box 11088, Grand Cayman KY1-1008, Cayman Islands (**Ref:** 068458.0002).

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 the Defendant's Acknowledgement of Service that the Defendant 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 that Defendant's defence within the appropriate time, the Plaintiff may enter judgment against the Defendant 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 the Defendant intends to apply for a stay, execution will be stayed for 14 days after that Defendant's Acknowledgment, but the Defendant must, within that time, issue a Summons for a stay of execution, supported by an affidavit of the Defendant's 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 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 the Defendant.
- 3 Where the Defendant is sued in a name different from the Defendant's own, the form must be completed by the Defendant 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 "Partner in the firm of (.....)" after that Partner's 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 that Defendant's 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 Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

CAUSE NO: FSD OF 2026 ()

BETWEEN:

RS GLOBAL LTD

PLAINTIFF

AND

MEX ATLANTIC CORPORATION

DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give that Attorney 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 the Defendant 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 of Summons 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 Plaintiff (tick box)

☐

YES

☐NO

Service of the Writ is acknowledged accordingly.

[Attorney] for

[Defendant in Person]

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, the Defendant must give the Defendant's post office box number and the physical address of the Defendant's residence or, if the Defendant does not reside in the Cayman Islands, the Defendant must give an address in Grand Cayman where communications for the Defendant 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 that Plaintiff's name, address and reference, if any, in the box below.

Harney Westwood & Riegels (Cayman) LLP
3rd Floor, Harbour Place
103 South Church Street
PO Box 11088
Grand Cayman KY1-1008
Cayman Islands
(Ref: 068458.0002)

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

--