



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

CAUSE NO: FSD OF 2025 ()

BETWEEN:

**(1) HUNGERSTATION HOLDING LIMITED
(2) HUNGERSTATION LLC**

PLAINTIFFS

AND

NINJA HOLDING

DEFENDANT

WRIT OF SUMMONS

TO: Ninja Holding of Walkers Corporate Limited, 190 Elgin Avenue, George Town,
Grand Cayman KY1-9008, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 14th day of April 2025

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, 6 months) beginning with the date of issue unless renewed by order of the Court.

Dated this 14th day of April 2025



HARNEY WESTWOOD & RIEGELS (CAYMAN) LLP

Attorneys-at-Law for the Plaintiffs

THIS WRIT OF SUMMONS was issued by Harney Westwood & Riegels (Cayman) LLP, Attorneys-at-Law for the Plaintiffs, whose address for service is 3rd Floor, Harbour Place, 103 South Church Street, PO Box 11088, Grand Cayman KY1-1008, Cayman Islands (**Ref:** 065964.0001/JE).

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

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STATEMENT OF CLAIM

A. The Parties

1. The First Plaintiff, Hungerstation Holding Limited, (“HHL”) is a private company organised and existing under the laws of the Dubai International Financial Centre in Dubai, United Arab Emirates, with commercial registration number 1928. It has its registered office at Unit GD-GB-00-15-BC-45-4, Level 15, Gate District Gate Building, Dubai International Financial Centre, Dubai, United Arab Emirates. It was formerly known as Hungerstation SPC Limited.

2. The Second Plaintiff, Hungerstation LLC, (“**Hungerstation**”) is a limited liability company formed under the laws of the Kingdom of Saudi Arabia, with commercial registration number 1010443133. The Second Plaintiff has its registered office at Backyard, King Abdulaziz Road, Yasmeen District, Riyadh, Kingdom of Saudi Arabia, 13326-2428. The Second Plaintiff is the wholly-owned subsidiary of the First Plaintiff.

3. HHL has, through its wholly-owned subsidiary Hungerstation, at all material times carried on a successful business in the Middle East region focusing on restaurant food delivery, grocery delivery and quick commerce. More particularly:
 - 3.1. As stated on its website, Hungerstation operates an online platform that *“provides delivery services in the Kingdom of Saudi Arabia through an online app established in 2012 as the first Saudi food delivery app in the region.”* Hungerstation’s services are *“supported by successful partnerships with more than 55,000 partners including restaurants, supermarkets, ... bakeries ... and more.”* Hungerstation’s business includes not only delivering food from restaurants but also encompasses grocery delivery as well as other aspects of quick commerce. Quick commerce includes the delivery of food as well as retail items. Hungerstation’s quick commerce platform was established in 2020 and was first called “Quick Market”. The quick commerce platform is now called “Hmarket” or “Hungerstation market”. There are two main methods of quick commerce: (i) riders pick up the items from Hungerstation’s own warehouse or stores; or (ii) riders pick up the items from third party stores (e.g. an ordinary supermarket). Hungerstation uses both methods. Therefore, all of these offerings (i.e., restaurant food delivery, grocery delivery and quick commerce) are materially similar to and overlap with food delivery.

 - 3.2. The food delivery market in the Middle East is a highly competitive sector, with market participants competing for (i) customer loyalty and brand recognition; (ii) food

and retail partners (in particular, physical restaurants and shops from which deliveries are made); and (iii) delivery partners (i.e., those carrying out the physical delivery of food and other items).

- 3.3. The online platform which Hungerstation operates in Saudi Arabia was founded by Ibrahim Al-Jassim (whose first name is alternatively written in English as 'Ebrahim') ("**Mr Al-Jassim**") in about 2012, when he created HungerStation.com and an associated app. These were the first online and mobile based platforms for food delivery in Saudi Arabia.
- 3.4. In about 2015, Mr Al-Jassim's startup business attracted large-scale investment from Food Delivery Holding 12 SÀRL, a company incorporated in Luxembourg ("**FDH**"). FDH is ultimately owned by Delivery Hero SE, a German company which is a leading participant in the online food delivery sector internationally.
- 3.5. To facilitate FDH's investment, the business founded by Mr Al-Jassim was transferred to Hungerstation. In connection with a further substantial investment made by FDH, on 26 October 2015, Hungerstation's shares were acquired by HHL, whereupon FDH and Mr Al-Jassim respectively became the 63% shareholder and 37% shareholder in HHL.
- 3.6. From around the date of FDH's initial investment in 2015 until 16 June 2023, when he ceased to be a shareholder of HHL in the circumstances set out below, Mr Al-Jassim was a director of HHL. Mr Al-Jassim was also the Chief Executive Officer of Hungerstation from 2015 until 10 April 2019.
- 3.7. Following FDH's investment in it, Hungerstation became a market leader in food delivery services in Saudi Arabia, such deliveries being ordered and processed

through Hungerstation's digital platform. Further, beginning in about 2020, Hungerstation diversified into other forms of quick commerce, encompassing fast delivery of groceries and a variety of other consumer goods also ordered and processed through its digital platform.

4. The Defendant ("**Ninja**") is a company incorporated in the Cayman Islands and registered on 1 February 2022 under the Registration Number 386561. It has its registered office at Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman, KY1-9008. One of its three registered directors is Ibrahim Mohammed Aljassim, who is Mr Al-Jassim's cousin ("**Cousin Ibrahim**"). The other two registered directors are Canberk Donmez and Hani Ali Abdullatif Abdulhadi. The true founder of Ninja and/or the person who owns and controls it is Mr Al-Jassim. Further Mr Al-Jassim is its de facto chief executive and a de facto director.

B. Relevant obligations of Mr Al-Jassim

5. On 26 October 2015, Mr Al-Jassim, FDH and HHL entered into a written shareholders' agreement dated 26 October 2015, as subsequently amended on 19 June 2016 (the "**SHA**"). The SHA, including the covenants which it contained as further pleaded below, was entered into for purposes including the protection of FDH's financial interests in the context of its investments in HHL and the highly competitive and developing market for quick commerce in Saudi Arabia and the Middle East region.
6. The SHA contains relevant provisions including as follows:
 - 6.1. Clause 1.1 contains the following definitions:

6.1.1. “Business” is defined as “the online food delivery trading business operated by OpCo [i.e., Hungerstation]”;

6.1.2. “Company” is defined as HHL;

6.1.3. “Territory” is defined as “the Kingdom of Saudi Arabia”.

6.2. Clause 14.1 (the “**Non-Compete Covenant**”) provides:

“As of the Amendment Agreement Effective Date and for a period of three (3) years after the date [Mr Al-Jassim] no longer holds Shares, [Mr Al-Jassim] undertakes not to, directly or indirectly, establish, engage or be involved in, consult for, or otherwise acquire any interest in, any business that is materially similar to, or competitive with, the Business in the Territory or any other jurisdiction in which [Hungerstation] or [HHL] conducts (or intends to conduct) Business, provided that Food Delivery Holding may agree in writing (as evidenced by a written document executed by an authorized signatory of Food Delivery Holding) from time to time to an exemption to permit [Mr Al-Jassim] to own and/or operate an online driver delivery service that serves as an interface between restaurants and the online food delivery trading business of [Hungerstation] to allow restaurants to have a dedicated delivery service for their products. For the avoidance of doubt, any online delivery service business that does not provide food delivery services shall not be construed as a competitive business vis-a-vis [Hungerstation].” (emphasis added)

6.3. The date from which Mr Al-Jassim no longer held shares (within the meaning of the SHA) in HHL was 16 June 2023. Accordingly, the Non-Compete Covenant remains in effect against Mr Al-Jassim for a period of three years after 16 June 2023, namely until 16 June 2026.

6.4. Clause 15.1 (the “**Confidentiality Covenant**”) provides:

“Each Party shall (i) ensure and shall cause the Company to ensure that any confidential or proprietary information regarding the business, financial condition, assets, intellectual property, customers, processes, methods or other affairs of any other Party which it may learn in the course of negotiations for, or by reason of its activities pursuant to this Agreement, is treated by it in strict confidence; and (ii) only disclose such information to such of its or its Affiliates' employees, agents or professional advisers who have a need to know such information; and (iii) not make use of such information for purposes other than the implementation of the Parties' cooperation hereunder unless such information:

(a) is known to such Party prior to learning of it from the other;

(b) is obtained by such Party from a source other than the disclosing Party which source (i) did not require such Party to hold such secrets or information in confidence; and (ii) did not limit or restrict such Party's use thereof;

(c) becomes public knowledge other than through the fault of such Party;

(d) is required to be disclosed by any competent legal or regulatory authority in their respective jurisdictions; or

(e) is permitted to be used or disclosed pursuant to the terms of a separate agreement between the disclosing Party and either the receiving Party or the Company, in which case such use or disclosure shall be governed by the terms of the relevant agreement.”

6.5. Clause 15.7 of the SHA provides that:

“The Parties’ or the Company’s obligations under this Clause 15 shall survive any termination or expiry of this Agreement and shall continue to apply to a Party even after such Party has transferred its shares in the Company.”

6.6. Clause 17.1 provides that the SHA shall be governed by and construed in accordance with English law.

6.7. Clause 17.2 provides that disputes arising out of or in connection with the SHA are to be resolved by arbitration seated in Dubai under the DIFC/LCIA Arbitration Rules.

7. By reason of his holding office as a director of HHL, Mr Al-Jassim owed to it, at all material times prior to 16 June 2023, each of the following duties under the laws of the Dubai International Financial Centre (“DIFC”):

7.1. A duty under Article 70(1) of the DIFC Companies Law to promote the success of HHL;

7.2. A duty of loyalty to HHL under Article 159(1) of the DIFC Law of Obligations, encompassing a duty (as set out in Schedule 3 of the same law) to act in good faith in what he considered to be the interests of HHL without regard to his own interests;

7.3. A duty pursuant to Article 73 of the DIFC Companies Law and Clause 2 of Schedule 3 of the DIFC Law of Obligations to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of HHL. The aforesaid duty expressly applies, pursuant to Article 73(2) of the DIFC Companies Law, to *“the exploitation of any property, information or opportunity.”*

- 7.4. A duty pursuant to Schedule 3 of the DIFC Law of Obligations not to use HHL's property, information or opportunities (or that of its subsidiary Hungerstation) for his own or anyone else's benefit unless HHL has consented or the use has been fully disclosed to HHL and HHL has not objected to it.
- 7.5. A duty pursuant to paragraph 4 of Schedule 3 of the DIFC Law of Obligations only to use information obtained in confidence from HHL (or its subsidiary Hungerstation) for the benefit of HHL and not to use such information for his own advantage or for the benefit of any other person.
8. Further or alternatively to the duty pleaded at paragraph 7 above, Mr Al-Jassim was, as a matter of general law, at all material times obliged to maintain the confidentiality of all information imparted to him by HHL (or its subsidiary Hungerstation) in relation to which it had a reasonable expectation that such information would be kept confidential.

C. The Defendant's Illicit Competition with HHL and Hungerstation, and Prior Findings of Liability in Relation Thereto

9. In his role as a director of HHL (and by reason of being the founder of its underlying business and CEO of Hungerstation until February 2019), Mr Al-Jassim had access to extensive proprietary and commercially sensitive confidential information of HHL. Such information included:
 - 9.1. information concerning its software used in the operation of its app and website platform;
 - 9.2. the contents of its business databases, including in particular its databases of customers, food and supplier partners and delivery partners;

- 9.3. its other intellectual property, especially software developed by the company to operate its business as well as internal processes;
 - 9.4. its business plans and strategies, including its marketing and financial plans, with regards to both the short-term and long-term future;
 - 9.5. information on the cost per order of its deliveries and similar trade secrets.
10. In serious and repeated breach of his duties to HHL, from about 2017, Mr Al-Jassim was instrumental in establishing and operating three companies in the Kingdom of Saudi Arabia which carried on business competing with that of Hungerstation and HHL, namely Fast Choice LLC (operating under the trading name of Pace ("**Pace**")), Inspiring Application Trading Company (operating under the trading name of Swyft ("**Swyft**")), and Zad LLC (operating under the trading name of Zad Fresh ("**ZadFresh**")), in each of which he was personally interested and to which he divulged large amounts of HHL's confidential and proprietary information. These three businesses were brought together under the banner of an organisation or structure known as The Makers Team ("**TMT**") which was promoted by Mr Al-Jassim, including by his attempting to secure funding for its activities.
11. FDH was initially unaware of the wrongdoing by Mr Al-Jassim referred to in paragraph 10 above. Following a whistleblower reporting on his wrongdoing, FDH took steps to protect its position and a dispute arose between FDH and Mr Al-Jassim which was submitted to arbitration under Clause 17.2 of the SHA (the "**First Arbitration**"). The First Arbitration was commenced in May 2019 as between Mr Al-Jassim (as claimant) and FDH, its former nominee Socii Synergy Investment LLC, and HHL (as respondents). After a hearing in June 2021, the arbitral tribunal (composed of Mrs Judith Gill KC (as the Chair), Mr Rupert Reed KC and Mr Gary Born (the "**Arbitral Tribunal**")) handed down a partial award on

1 September 2022 which was later incorporated by referenced into the Tribunal's final award on 27 July 2023 (the "**September 2022 Award**").

12. As was the case and as Arbitral Tribunal found by way of its factual findings in the September 2022 Award:

12.1. Pace (at first called Fast Choice) was a logistics company which provided riders for Hungerstation and had an app for those riders (i.e. the app which riders interfaced with when carrying out orders for Hungerstation via the Hungerstation app). At first, Fast Choice was just one of the companies which provided riders to Hungerstation, but under Mr Al-Jassim's direction, it became the exclusive provider under an agreement which came to be known as "the Pace Agreement". Further, *"the Pace Agreement was not in fact a commercial arm's-length transaction but rather a deliberately obscure contractual arrangement entered into as a cover for Mr Al-Jassim's pursuit of his personal business interests through Fast Choice/Pace."* During the period when Mr Al-Jassim was CEO of Hungerstation, Hungerstation's entire logistics function, including employees, an app for riders and a database of riders, were transferred to Pace for no monetary consideration. Further, Mr Al-Jassim had a *"key role in the management of Pace"* and a personal interest in it, *"at the very least to the extent of being its CEO and primary decision-maker and almost certainly as the true owner of the business, in whole or in part."*

12.2. Swyft carried on an app-based business involving the collection and delivery of a wide range of products exploiting a database of over 10,000 restaurants (the "**Restaurant Database**"). The registered owner of Swyft was Cousin Ibrahim. However, Mr Al-Jassim had a pivotal role in the management of the entity and it was *"another business that was set up with the knowledge of, and for the likely benefit of"* Mr Al-

Jassim. Further, with Mr Al-Jassim's knowledge, both the app and the Restaurant Database which Swyft exploited had been copied from those of Hungerstation.

- 12.3. ZadFresh was an online ordering platform for grocery products which was launched in November 2016. Its two recorded shareholders were Cousin Ibrahim and a Mr Saud Alqahtani. Mr Al-Jassim admitted to being an investor in ZadFresh, but alleged that he was merely a passive investor. Contrary to this, during 2018, Mr Al-Jassim had decided to develop ZadFresh in conjunction with Pace and Swyft and thereafter the three businesses were run by him in tandem. Mr Al-Jassim thus played a *"central role in the management of the business, as he had with Pace and Swyft"*.
 - 12.4. Mr Al-Jassim was the *"effective CEO"* of TMT and *"the driving force behind the efforts to secure investment"* in the businesses of Swyft, Pace and ZadFresh, further demonstrating that he was *"in effective control of each of those three businesses also."*
 - 12.5. Mr Al-Jassim had operated the above businesses as a single enterprise *"with the explicit purpose of developing a business that would, among other things, compete and take market share from [Hungerstation]."* Further, he had failed to reveal his interests in that competing enterprise to HHL and had instead concealed them, including to the extent of giving false evidence throughout the First Arbitration.
 - 12.6. Part of the modus operandi of the aforesaid concealment was to involve associates, including his stooge, Cousin Ibrahim, in the businesses comprising the competing enterprise as their ostensible owners and managers, thus failing to reveal and concealing Mr Al-Jassim's own interests in those businesses.
13. As was also the case and as the Arbitral Tribunal further found, Mr Al-Jassim's actions as set out above involved:

- 13.1. numerous and sustained breaches of his obligations under the Non-Compete Covenant;
 - 13.2. numerous and sustained breaches of the Confidentiality Covenant; and
 - 13.3. numerous and sustained breaches of his fiduciary duties to HHL, including in (i) failing in good faith to promote the interests of HHL; (ii) using HHL's confidential information for the benefit of others; (iii) failing to avoid conflicts of duty and interest; and (iv) failing to disclose his interests in transactions and other arrangements that were to his knowledge being pursued by HHL and Hungerstation; in this regard, the Arbitral Tribunal found that Mr Al-Jassim's conduct was "*a paradigm case of a director's breach of his duties*" and that he "*knowingly chose to promote his own interests at the expense of the Company.*"
14. Given the breakdown of the parties' relationship, the wrongful acts of Mr Al-Jassim and the conduct of FDH which was judged as going too far in its response to these wrongful acts, the Arbitral Tribunal also ordered a buy-out of Mr Al-Jassim's remaining 37% shareholding in HHL, which included the 17% shareholding that was subject to a call option held by FDH under the SHA. It also ordered that the losses incurred by HHL and Hungerstation as a result of Mr Al-Jassim's wrongdoing be deducted from the purchase price to be paid by FDH for the shares. Following the various steps which had to be undertaken by the parties to implement the award of the tribunal in the First Arbitration Tribunal, Mr Al-Jassim remained a shareholder and director in HHL until the buy-out was carried out on 16 June 2023.

D. Mr Al-Jassim Embarks on a New Illicit Plan to Compete with HHL and Hungerstation Using Ninja

15. Unbeknownst to HHL and Hungerstation, in or about February 2022, during which period Mr Al-Jassim retained his position as shareholder and director of HHL, Mr Al-Jassim embarked on another illicit plan to compete with HHL and Hungerstation. It was necessary for Mr Al-Jassim to use a new and different vehicle for this illicit competition because FDH had been successful in stopping Swyft and Pace in 2019 shortly after the discovery of Mr Al-Jassim's wrongdoing. This venture came to be known as Ninja.
16. Ninja has, since the time of its incorporation on 1 February 2022 or shortly thereafter, carried on (directly or through one or more subsidiaries) a business which is in competition with that of Hungerstation and HHL. More particularly:
 - 16.1. Ninja's underlying business has at all times consisted of a food delivery business operating in Saudi Arabia and the Middle East region. In Saudi Arabia, Ninja offers a quick-commerce service for groceries as well as food delivery, promising super-fast deliveries of groceries, food and other essentials in under 15 minutes.
 - 16.2. In March 2025, HHL and Hungerstation became aware of several media reports published online, which stated that Mr Al-Jassim had quietly founded Ninja (together with others), that Ninja had launched food delivery on its platform thus further intensifying its competition with Hungerstation, and that Ninja's founders were in discussions to raise fresh funds for Ninja by the end of March 2025 at a valuation exceeding US\$ 1 billion (the "**Ninja Funding Round**"). In particular:
 - 16.2.1. It was reported that the Ninja Funding Round was to be led by Riyadh Capital, a Saudi-based venture capital ("**VC**") firm which is licensed by the Saudi

Capital Market Authority to provide securities services, such as principal, agent, underwriting, arranging, advising, and custody. Riyadh Capital is a significant and reputable VC firm in the region which provides a wide range of investment products. According to a statement published by Riyadh Capital on its website (which appeared to have been subsequently removed from its website), its investment in Ninja is to be part of a US\$ 150 million pre-IPO investment round at a pre-money valuation of US\$ 1.3 billion.

16.2.2. The same reports also made clear that Ninja's business competed with Hungerstation. For example, an article published on 5 March 2025 by EntARABI described Ninja as *"offering fast delivery services for a variety of products such as groceries"* and operating in several Gulf Countries including Saudi Arabia. Similarly, an article published on 7 March 2025 by FWD Start reported that Mr Al-Jassim had made a *"quiet comeback with Ninja"* which *"also launched food delivery on its platform, further intensifying his competition with Delivery Hero's HungerStation."*

16.2.3. Another article published by the founder of MenaBytes reported that *"Ebrahim Al-Jassim, the founder of Hungerstation, has made a big comeback"* and that *"Ebrahim's new venture [i.e. Ninja] also launched food delivery on its platform further intensifying his competition with Delivery Hero's Hungerstation."* Further, the MenaBytes website referred to Ninja as being KSA's *"largest grocery delivery site"* and to Ninja being a direct competitor of Hungerstation.

16.3. According to an *"Investment Presentation"* prepared by Riyadh Capital to promote the Ninja Funding Round (the **"Riyad Capital Presentation"**), it has become Saudi

Arabia's "fastest-growing omnichannel retail platform" and has achieved "KSA market leadership".

- 16.4. The Riyadh Capital Presentation sets out a "path to IPO" for Ninja which identifies its goals of (among other things) "being the platform of choice" and "clear market leader in all core segments and markets".
17. It is to be inferred that Mr Al-Jassim, directly or indirectly:
- 17.1. founded Ninja;
 - 17.2. and/or owns and/or controls Ninja;
 - 17.3. and/or is the de facto chief executive officer and a de facto director of Ninja;
 - 17.4. further or alternatively, became involved in Ninja;
 - 17.5. further or alternatively, acquired an interest in Ninja.
18. The objective bases for the inferences set out in paragraph 17 include (on the basis of the matters of which HHL and Hungerstation are presently aware, but their investigations are continuing) the following facts and matters:
- 18.1. The fact of the Riyadh Capital Presentation containing specific statements to the effect that Mr Al-Jassim is (in its Arabic language version) a founder and *the leader* of Ninja's management team and is (in its English language version) a founder and a *member* of Ninja's management team (the "RC Representations"). Given that the Riyadh Capital Presentation was prepared by a regulated investment manager for the purpose of promoting third-party investment into Ninja, it is to be inferred that the RC Representations are well-founded and were based on statements made by Mr Al-

Jassim and/or other directors of Ninja and/or the Al-Jassim Associates (as such term is defined below) and/or other Ninja representative(s).

- 18.2. The RC Representations being consistent with the contents of media reports to the effect that Ninja is Mr Al-Jassim's "*new venture*" through which he has made a "*quiet comeback*".
- 18.3. The fact that his stooge, Cousin Ibrahim, is a registered director of Ninja. As pleaded at paragraph 12 above, Cousin Ibrahim acted as Mr Al-Jassim's stooge or nominee in connection with Pace, Swyft, ZadFresh and TMT (thus serving to conceal his true interests in these businesses).
- 18.4. The fact that numerous further individuals referred to in the Riyadh Capital Representation as being involved in the management of Ninja were in Mr Al-Jassim's management team at Hungerstation and/or were involved in Pace, Swyft, ZadFresh and TMT (the "**Al-Jassim Associates**"), in particular:
 - 18.4.1. Hossein Bukhamseem, who was the Chief Technology Officer of Hungerstation, and also involved in ZadFresh, Pace and Swyft;
 - 18.4.2. Mishal Alshuwaikhat, who was the Chief Product Officer of Hungerstation, and also worked in Swyft;
 - 18.4.3. Saud Alqahtani, who was a co-founder and shareholder of ZadFresh;
 - 18.4.4. Ali Al-Khalil, who was Hungerstation's and Swyft's Chief Marketing Officer;
 - 18.4.5. Numan Assad, who was Hungerstation's Chief Executive Officer; and

- 18.4.6. Nimmer Dabbas, who was the Chief Logistics Officer of Hungerstation and also the Chief Operations Officer of Pace.
- 18.5. The fact that Ninja has employed numerous former employees of Hungerstation, including its former Chief Executive Officer, Mr Assad Numan, and its former Head of Marketing for two regions of Saudi Arabia, Mr Hamed Hamdan.
- 18.6. Ninja's assertion on 21 March 2025, in response to a letter sent on behalf of HHL alleging Mr Al-Jassim's involvement in Ninja, that this was a case of "*mistaken identity*" between (it appears) Mr Al-Jassim and Cousin Ibrahim, thus appearing to deny that Mr Al-Jassim has any involvement whatever with Ninja. That assertion is irreconcilable with (among other things) the contents of the Riyadh Capital Presentation.
- 18.7. The fact that Mr Al-Jassim failed to provide a clear response to requests made of him in about February 2023 to confirm that he was not involved in Ninja and his bare assertion in an email dated 21 March 2025 (in response to a letter sent on behalf of HHL alleging his involvement in Ninja) that he was "*not a shareholder nor founder of Ninja*". That assertion is again irreconcilable with (among other things) the contents of the Riyadh Capital Presentation.
- 18.8. Mr Al-Jassim's concealment of his roles in businesses competing with that of Hungerstation and HHL in the context of Pace, Swyft, ZadFresh and TMT and his giving of evidence in denial of those roles, which denials were later found to be false in the First Arbitration; and

- 18.9. The similarity between (i) the modus operandi found to have been used in connection with Pace, Swyft, ZadFresh and TMT (as revealed by the First Arbitration), whereby Mr Al-Jassim's true role and interest in these businesses competing with that of Hungerstation and HHL was concealed through the use of associates and nominees, and (ii) the apparent arrangements in place in respect of Ninja.
19. Further or alternatively, it is to be inferred that Mr Al-Jassim conspired with (at least) Ninja and Cousin Ibrahim to establish and/or carry on business in competition with that of HHL and Hungerstation and with the involvement of Mr Al-Jassim, further or alternatively using HHL and Hungerstation's confidential, proprietary and competitively sensitive information, with the shared intention of taking market share from Hungerstation and generating profits for Ninja that would otherwise have been realized by Hungerstation. HHL and Hungerstation rely on the same facts and matters pleaded in paragraph 18 above as providing the objective bases for that inference.
20. Further, between 15 and 30 August 2023, shortly before his departure from Hungerstation as its CEO, Mr Numan downloaded a copy of highly competitively sensitive customer data maintained by Hungerstation (which data covered the period 2013 to 2023 and included customer names, personal customer contact details (e-mails, etc.) and customer order details), and where the copy was procured from an employee of Hungerstation in May 2023, all in breach of Hungerstation's data protection policies (the "**Confidential Hungerstation Customer Information**"). Further, between late August and early September 2023, Mr Numan sent over twenty (20) emails containing sensitive and financial information concerning Hungerstation and its employees from his work email address at Hungerstation to his personal email address (the "**Further Hungerstation Confidential Information**").

21. In the wider circumstances of paragraphs 15, 16 and 17 above, it is to be inferred that:
- 21.1. Mr Al-Jassim procured the departure of Mr Numan and other former employees referred to in paragraph 18.5 above from Hungerstation and their recruitment by Ninja, taking steps in that regard prior to his ceasing to hold office as a director of HHL.
- 21.2. Further or alternatively, Mr Al-Jassim procured Mr Numan's copying of the Confidential Hungerstation Customer Information and/or the Further Hungerstation Confidential Information for purposes of Ninja utilizing it to directly compete with Hungerstation and take market share from it. Given that such information was wrongfully procured in May 2023 while Mr Al-Jassim was still a director of HHL, it is to be inferred that Mr Al-Jassim had taken steps to procure it prior to ceasing to hold that office.
- 21.3. Further and in any event, Mr Numan obtained the Confidential Hungerstation Customer Information and/or the Further Hungerstation Confidential Information for purposes of providing it to Ninja and/or using it for purposes of his employment with Ninja and thereafter Mr Numan did provide such confidential information to Ninja and it has entered Ninja's systems. It is further to be inferred (in circumstances where Ninja has neither acknowledged receipt of such confidential information nor claimed to have taken steps to return or delete such confidential information) that Ninja has misused such confidential information to compete with and take market share from Hungerstation.

E. Relevant knowledge of Mr Al-Jassim's obligations

22. Given Mr Al-Jassim's involvement in the First Arbitration and in any event, it is to be inferred that Mr Al-Jassim was aware at all material times of his relevant obligations under the SHA (in particular, the Non-Compete Covenant and the Confidentiality Covenant) and his duties arising under DIFC law by reason of his office as a director of HHL (including those pleaded at paragraph 7 above.
23. Given the allegations advanced and established concerning him in the context of the First Arbitration including as to his role as a nominee or front for Mr Al-Jassim, it is to be inferred that Cousin Ibrahim was also aware of each of Mr Al-Jassim's obligations pleaded in the foregoing paragraph.
24. Furthermore:
- 24.1. As a matter of Cayman law (which is the governing law as regards questions of attribution of knowledge and intention to Ninja):
- 24.1.1. Mr Al-Jassim's relevant knowledge, intentions and actions are to be imputed to Ninja by reason of his being, in the premises of the matters pleaded at paragraphs 17 and 18 above, Ninja's directing mind and will for these purposes.
- 24.1.2. Further or alternatively, by reason of his holding office as at all material times as a director of Ninja, further or alternatively by reason of his being a founder of Ninja, Cousin Ibrahim's relevant knowledge, intentions and actions are to be imputed to Ninja.

24.2. Further or alternatively, HHL informed Ninja of Mr Al-Jassim's relevant obligations to HHL by way of a letter sent by its legal representatives dated 21 March 2025.

24.3. In the premises of paragraphs 24.1 and 24.2 above, Ninja has been aware of Mr Al-Jassim's relevant obligations to HHL at all material times, alternatively since about 21 March 2025.

F. Unlawful Conduct of Mr Al-Jassim

25. Mr Al-Jassim's actions in directly or indirectly establishing, owning and/or controlling, managing and/or directing, further or alternatively being directly or indirectly involved in, further or alternatively directly or indirectly acquiring an interest in, Ninja (whose business is in competition with that of Hungerstation and HHL for the reasons pleaded at paragraph 16 above) were in breach of the Non-Compete Clause.

26. Further or alternatively, in light of the matters pleaded in paragraphs 6.4, 7, 8 and 13 to 21 above Mr Al-Jassim, in the course of directly or indirectly establishing and/or managing and directing, further or alternatively being directly or indirectly involved in, further or alternatively directly or indirectly acquiring an interest in Ninja, breached his obligations under the Confidentiality Covenant, further or alternatively his obligations of confidentiality under the general law as pleaded at paragraph 8 above, by divulging and/or using confidential information of HHL and/or Hungerstation of one or more of the kinds referred to above.

27. Further or alternatively Mr Al-Jassim's conduct as pleaded above constituted numerous breaches of his duties as a director of HHL as pleaded at paragraph 7 above. In particular:

- 27.1. Mr Al-Jassim's development and pursuit of Ninja, for the overriding purpose of establishing a business in direct competition with Hungerstation through another entity in which he was interested or involved, and thus diverting business and opportunities from Hungerstation, was inherently in breach of each of the duties pleaded at paragraphs 7.1 to 7.4 above.
- 27.2. Further or alternatively, Mr Al-Jassim's misuse of HHL and Hungerstation's confidential, proprietary and competitively sensitive information of which he was aware, and/or opportunities of which he was aware, for the benefit of Ninja was in breach of each of the duties pleaded at paragraphs 7.1 to 7.5 above.
- 27.3. Further or alternatively, Mr Al-Jassim's taking steps to procure the copying and misuse of the Confidential Hungerstation Customer Information and/or the Further Hungerstation Confidential Information whilst still a director of HHL was in breach of each of the duties pleaded at paragraphs 7.1 to 7.5 above.
- 27.4. Further or alternatively, Mr Al-Jassim's taking steps to procure the departure of Hungerstation's personnel and recruitment to Ninja whilst still a director of HHL was in breach of each of the duties pleaded at paragraphs 7.1 to 7.3 above.
- 27.5. Further or alternatively, Mr Al-Jassim's concealing and/or failing to reveal any of the disloyal conduct above was in breach of each of the duties pleaded at paragraphs 7.1 and 7.2 above.

G. Claims against Ninja

28. The combination pleaded at paragraph 19 above was a conspiracy to injure HHL and Hungerstation by unlawful means entered into between (at least) Mr Al-Jassim, Ninja and Cousin Ibrahim.

29. Such conspiracy involved means that were unlawful, in that they involved:
- 29.1. breaches of Mr Al-Jassim's obligations under the SHA pleaded at paragraph 6 above,
 - 29.2. further or alternatively breaches of Mr Al-Jassim's director's duties pleaded at paragraph 7 above,
 - 29.3. further or alternatively breaches of Mr Al-Jassim's general obligation of confidentiality pleaded at paragraph 8 above; and
 - 29.4. further or alternatively breaches of Ninja's own duty of confidence pleaded below.
30. The intention to injure is to be inferred, among other things, from the natural consequence of such unlawful means and the fact that the purpose of the formation and promotion of Ninja was to take market share from Hungerstation in order to generate profits for Ninja which, given that its business was directly competitive with Hungerstation's, was inevitably at HHL's expense. Further or alternatively, the common design of generating profits for Ninja necessarily involved a corresponding loss to HHL in that it involved diverting HHL's confidential, proprietary and competitively sensitive information, corporate opportunities and other assets to generate profits for a different entity.
31. Further, Ninja received the confidential information pleaded above knowing that the same was passed to it in breach of confidence (since the knowledge of Mr Al-Jassim and/or that of Cousin Ibrahim is to be attributed to it) and for no consideration. Ninja itself therefore came under a duty of confidence which it has breached by using the same for the promotion and advancement of its own business.

32. Further or alternatively, Ninja unlawfully interfered with the business of HHL and Hungerstation by causing or inducing the breaches of the SHA and/or breaches of confidence by:
- 32.1. Serving as the vehicle for a competing business directly or indirectly established by Mr Al-Jassim, and/or by permitting Mr Al-Jassim directly or indirectly to be involved in or have an interest in its business competing with that of HHL and Hungerstation.
- 32.2. Further or alternatively, receiving and misusing HHL's and Hungerstation's confidential, competitively sensitive and proprietary information derived from Mr Al-Jassim in the course of its business.
33. It is to be inferred for the reasons set out at paragraph 24 above that in so doing Ninja (through Mr Al-Jassim, further or alternatively through Cousin Ibrahim) was aware of Mr Al-Jassim's relevant obligations to HHL at all material times, alternatively has been aware of those relevant obligations since about 21 March 2025, alternatively since receipt of this Statement of Claim. In those circumstances, it is to be inferred that Ninja must have realised that its conduct referred to in paragraphs 28 to 32 above would result in breaches of those obligations as referred to in paragraph 29 above and that it intended to injure HHL thereby.
34. Further or alternatively, Ninja assisted each of the hereinbefore pleaded breaches of fiduciary duty by Mr Al-Jassim, by serving as the vehicle for Mr Al-Jassim's misuse of confidential information or diverted business opportunities, and/or by participating in procuring the recruitment of Hungerstation personnel. Such assistance was dishonest given Ninja's knowledge that it was deliberate and in breach of Mr Al-Jassim's duties to HHL. For these purposes, HHL relies on the knowledge of Mr Al-Jassim, further or alternatively Cousin Ibrahim, which is to be imputed and/or attributed to Ninja for the reasons pleaded at paragraph 24 above.

H. Loss and remedies

35. By reason of the matters pleaded at paragraphs 28 to 34 above, HHL and Hungerstation have suffered loss and damage in the form *inter alia* of lost profits of Hungerstation by reason of Ninja's pursuit of a business in direct competition with, and to the necessary detriment of, that of HHL and Hungerstation, alternatively by reason of the diversion of its assets and opportunities to another entity. HHL's and Hungerstation's investigations as to the extent and full particulars of those losses are continuing and they will provide further particulars of such losses caused by the said breaches once they are able to do so.
36. Further, the wrongful conduct pleaded at paragraphs 28 to 34 above is continuing and will continue unless restrained by injunction.
37. HHL and Hungerstation are entitled to and claim the following remedies:
- 37.1. Damages in an amount to be determined.
- 37.2. An account of profits made by Ninja in respect of gains made by Ninja pursuant to its dishonest assistance of Mr Al-Jassim's breaches of fiduciary duty and/or in breach of its duty confidence, together with compound interest pursuant to the Court's equitable jurisdiction.
- 37.3. A final injunction to (i) give effect to the Non-Compete Covenant and the Confidentiality Covenant; and (ii) prevent continued misuse of HHL and Hungerstation's confidential information.

- 37.4. An order requiring Ninja to give full particulars of (i) by what means and in what manner HHL and Hungerstation's confidential, proprietary and competitively sensitive information was transferred to its systems or otherwise came into its possession; and (ii) the purposes to which it was put.
- 37.5. An order requiring Ninja permanently to delete all of HHL and Hungerstation's confidential, proprietary and competitively sensitive information as well as any materials derived from such information.
- 37.6. Further or alternatively, interest on all sums found due at such rate and for such period as to the court thinks fit pursuant to Section 34 of the Judicature Act (2021 Revision).
- 37.7. Costs.

Dated this 14th day of April 2025



HARNEY WESTWOOD & RIEGELS (CAYMAN) LLP

Attorneys-at-Law for the Plaintiffs

THIS WRIT was issued by Harney Westwood & Riegels (Cayman) LLP, Attorneys-at-Law for the Plaintiffs, whose address for service is 3rd Floor, Harbour Place, 103 South Church Street, PO Box 11088, Grand Cayman KY1-1008, Cayman Islands (**Ref:** 065964.0001/JE).

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 495G, George Town, Grand Cayman KY1-1106, Cayman Islands.

- 2 A Defendant who states in the Defendant's Acknowledgment 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 **Error! Bookmark not defined.**), 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 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 (ie 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 him.
- 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 the description "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 THAT PERSON'S 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 2025 ()

BETWEEN:

(1) HUNGERSTATION HOLDING LIMITED
(2) HUNGERSTATION LLC

PLAINTIFFS

AND

NINJA HOLDING

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 Originating 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 the Defendant 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)

Attorneys for []

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 Plaintiffs’ Attorney (or by Plaintiffs if suing in person) of Plaintiffs’ 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: 065964.0001/JYE

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