

Our ref: SB:NB:260232
Your ref: LMB:DW:251193:ao

31 March 2026

David Weinberger & Lauren Buckley
KCL Law

via email: dweinberger@kcclaw.com.au
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Dear Sir/Madam

Your Client: Asaf Shamir
The Company: Raw Mobility Pty Ltd

We act for Mr Bradley Gishen (**Brad**) and Mr Martin Gishen (**Martin**) as trustee for the Marlau Trust (**Trust**).

We have been provided with a copy of your letter dated 2 March 2026 addressed to Tisher Liner FC Law.

Please find **attached** a copy of the Shareholders Agreement. We note that the Shareholders Agreement was not agreed and never executed by Martin and Lauren Gishen as trustees of the Trust. Martin does not consider it binding on the parties.

We note your correspondence alleges that Martin as trustee of the Trust has “*refused to provide the trust deed of financial statements for the Trust*”. We do not know what this means. Please identify what documents you mean by “*trust deed of financial statements*”. If your client maintains that he is entitled to provision of documents pertaining to the Trust, please set out the basis upon which he asserts that entitlement.

We do not know the basis upon which that your client asserts that Brad is a beneficiary of the Trust, but neither of our clients has any obligation to provide your client with details of the Trust or its beneficiaries.

We note your letter states that the Shareholders Register is in the “*process*” of being amended to reflect the fact that Ms Gishen has passed away. You then assert that Brad has refused to sign documents. We understand that the documents have now been prepared, were provided to our clients on 23 March 2026, and our clients are prepared to execute them.

Your letter also accuses Brad of refusing “*to participate in the recent Shareholder’s Agreement*”. The Shareholders Agreement has not been fully executed and does not contemplate that Brad would be a party.

We confirm that your client called an extraordinary general meeting of shareholders in an attempt to orchestrate the removal of Brad as a director. Brad did not attend that meeting because he is not a shareholder and had no role to play. In any event, the calling of the meeting appears to us to have

been futile whether Brad attended or not. If Martin had refused to attend, your client would not have had a quorum with which to hold the extraordinary general meeting. With Martin's attendance, there was a quorum, but we cannot see any basis on which your client could have had a reasonable expectation that Martin would have voted to remove Brad from the board. This was, of course, evidenced by the outcome.

We note your letter asserts that Brad "*stands in the shoes of, or controls, the majority shareholder*". You have not set out any basis for this conclusionary assertion. Martin is the trustee of the Trust and a qualified solicitor. Martin is entirely capable of making, and does make, whatever decisions are required as shareholder. We assume that your client has formed the view that, by virtue of the family relationship, Brad controls the Trust, even though Martin is the trustee. That is not so and that allegation is denied.

We note your reference to "*allegations of oppressive conduct and breaches of duty by Mr Bradley Gishen, some of which has been raised in the notice of extraordinary general meeting*".

None of the matters raised in the explanatory memorandum to shareholders attached to the notice of extraordinary general meeting are capable of forming the basis of a claim for oppression.

The allegations of breach of fiduciary duty and/or statutory duties are wholly denied. In any event, those are claims that can only be brought by the Company and not your client. As set out in the Warning Notices issued by Tisher Liner, our clients are of the view that the Company has various claims against your client for breaches of his fiduciary duty and/or statutory duties to the Company.

Brad, in his capacity as a director of the Company, has repeatedly asked your client to disclose the full identity of the employee who was engaged by Shamir Holdings to act as a 'product developer' for the Company. Your client has repeatedly refused to provide that information. As a director, our client is entitled to that information, and he is entitled to know how much remuneration has been paid to that employee versus the amount paid to Shamir Holdings. Our client can only assume that Mr Asaf Shamir refuses to provide that information because he has been charging the Company more than the employee's salary. We renew our client's demand for that information.

As noted above, the Company is deadlocked and cannot bring a claim against either of our clients.

We note your comments with respect to Mr Shamir's attempts to call a mediation on 12 June 2025. In our clients' view, the relationship between the parties has broken down to such an extent that there is no point in mediating their various disputes. In our clients' view, given the deadlock, the Company should be wound up and the assets of the Company distributed in a *pari-passu* basis in accordance with the parties' shareholding following the payment of all liabilities.

Please confirm by no later than 15 April 2026 that your client will provide the information requested about the 'product developer' and agree to winding up of the Company.

We look forward to your prompt response.

Yours faithfully,



Kelly Powers

Partner

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Sam Bond

Partner

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