

AND

DIRECTOR GUARANTEE

Rudra Legal Corporation Pty Ltd
Suite 1.04, 159 Queen Street
Campbelltown NSW 2560
Suite 1.04, 159 Queen Street
Campbelltown NSW 2560
Email: director@myrudra.net
Ref: VR:794VR18

THIS AGREEMENT dated day of 2019

BETWEEN of (**Guarantor**)

AND of (**Promisee**)

RECITALS

- A.** Whereas the guarantor is a director of .
- B.** And whereas in consideration of the promisee entering into the agreement, a copy of which is attached hereto, with the company at the request of the guarantor the guarantor has agreed to guarantee the observance and due performance by the company of its obligations under the agreement.

OPERATIVE PART

1. Interpretation

This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;

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- (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
 - (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. Guarantee

- (a) In consideration of the promisee entering into the agreement, a copy of which is attached, the guarantor guarantees to the promisee the performance by the company of all of its obligations under the agreement, and indemnifies the promisee from and against all and any costs, claims, damages and expenses whatsoever, and howsoever, arising out of the breach or non performance by the company of the terms of the agreement.
- (b) This guarantee and indemnity continues during the currency of the agreement between the company and the promisee, and the guarantor's liability shall not be affected by the promisee giving time, or any other concession, indulgence or compromise to the company for the performance of its obligations.
- (c) This guarantee and indemnity may be enforced against the guarantor without the promisee first taking action against the company, or pursuing any other available recourse, and may be enforced despite any neglect or omission to enforce any rights against the company, or if any of the agreements between the company and the promisee are wholly, or partially unenforceable, or if the company goes into liquidation.

3. Notices

A communication required by this deed, by a party to another, must be in writing and may be given to them by being:

- (a) Delivered personally; or
- (b) Posted to their address specified in this deed, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or
- (c) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or
- (d) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

4. Counterparts

This deed may be executed in any number of counterparts each of which will be an original, but such counterparts together will constitute one and the same

instrument, and the date of the deed will be the date on which it is executed by the last party.

5. Costs

Each party will pay their own costs in relation to this deed.

Execution page

SIGNED AS AN AGREEMENT

SIGNED BY in the presence of:)
)
..... Signature of witness Signature
..... Print name of witness	

SIGNED BY in the presence of:)
)
..... Signature of witness Signature
..... Print name of witness	