

RUDRA LEGAL CORPORATION PTY LTD TRADING AS LAWBANK

AND

AND

OPTION TO PURCHASE SHARES

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 Rudra Legal Corporation Pty Ltd ACN 163 240 319 trading as
LAWBANK** of 1/67 Scott Street, Liverpool, New South Wales (**Grantor**)

AND of (**Purchaser**)

AND of (**Company**)

RECITALS

- A.** The company was incorporated on and has at the date of this agreement an authorised share capital of divided into ordinary shares of \$1 each of which shares have been issued as fully paid shares.
- B.** The grantor has agreed to grant the purchaser the right to purchase the option shares in the company on the terms and conditions herein contained.

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;

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- (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;
 - (g) References to a party are intended to bind their executors, administrators and permitted transferees;
 - (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally;
 - (i) The option means the right hereby granted;
 - (j) The option shares are issued fully paid ordinary shares in the capital of the company and registered in the name of the grantor; and
 - (k) Option notice means a notice served by the purchaser in accordance with the terms hereof.

2. Option

In consideration of \$ paid by the purchaser to the grantor, the receipt whereof is hereby acknowledged, the grantor grants the purchaser or a nominee the right to purchase all the option shares, but not only some of them, at the price of \$.

3. Exercise

The purchaser may exercise the option by written notice served on the grantor at any time on or before .

4. Warranty

The grantor warrants to the purchaser that the grantor is and will remain until the exercise or expiry of the option the beneficial owner of the option shares which on completion will be free of all encumbrances.

5. Production

The grantor shall produce to the purchaser a copy of the constitution of the company together with any shareholders agreement.

6. Registration

On presentation of the duly stamped and signed transfer of the option shares with the share certificates to the company the grantor will do all things necessary to cause the company to register the purchaser or nominee in the company's register of members as the holder of those option shares.

7. Dealings

Until the exercise or expiry of the option the company [agrees not to deal with **OR** agrees to deal with] its shares in any manner whatsoever including the alteration of any rights attaching to any shares without the prior written consent of the purchaser.

8. Completion

- (a) Completion of this sale shall take place within 30 days after the date of service of the option notice at .
- (b) On completion the grantor shall deliver to the purchaser a duly executed transfer of the option shares and the share certificates relating to those shares in return for a bank cheque payable as directed in writing by the grantor for the price.

9. Pre-emptive rights

In the event that any other shareholders of the company have pre-emptive rights to acquire the option shares then the grantor shall on completion hand to the purchaser waivers of those rights duly executed.

10. Personal

This agreement is personal to the parties and cannot be transferred, assigned, charged or otherwise dealt with.

11. Notices

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
- (c) Faxed to their facsimile number when it will be treated as received when it is transmitted; or
- (d) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

12. Counterparts

This agreement 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 agreement will be the date on which it is executed by the last party.

13. Costs

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

Execution page

SIGNED AS AN AGREEMENT

SIGNED BY RUDRA LEGAL CORPORATION PTY LTD ACN 163 240 319 TRADING AS LAWBANK in the presence of:)) Signature
..... Signature of witness		
..... Print name of witness		

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

EXECUTED BY Error! Reference source not found.))	
..... Director	 Director
Name: ...		Name: ...