## **URDG 758 ON DEMAND GUARANTEE VERBIAGE**

## **SWIFT INPUT FIN**

## **ISSUER**

BANK NAME
BANK ADDRESS
SWIFT CODE
INSTRUMENT
GUARANTEE NUMBER
CURRENCY
PRINCIPAL AMOUNT

ACCOUNT NAME
ACCOUNT NUMBER
ACCOUNT OFFICER
DATE OF ISSUE
MATURITY DATE
TRANSACTION CODE

## **BENEFICIARY**

BANK NAME
BANK ADDRESS
BENEFICIARY
ACCOUNT NUMBER
Branch Code / Locator
BANK OFFICER
BANK OFFICER EMAIL
TELEPHONE NUMBER
SWIFT CODE

WE, THE UNDERSIGNED [BANK NAME] BANK, [BANK ADDRESS], HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY THAT WE, IRREVOCABLY AND UNCONDITIONALLY WITHOUT PROTEST OR NOTIFICATION HEREBY PROMISE AND GUARANTEE TO PAY ON TIME AND IN FULL WITHOUT DELAY AGAINST THIS BANK GUARANTEE NUMBER [BANK GUARANTEE NUMBER] TO THE ORDER OF (INSERT RECEIVER ENTITY NAME ADDRESS) OR ASSIGNS, THE BEARER OR HOLDER THEREOF AT MATURITY, THE SUM OF XXX HUNDRED MILLION UNITED STATES OF AMERICA DOLLARS / EURO \$/€ X00,000,000.00), UPON THE BENEFICIARY'S FIRST DEMAND AND SURRENDER OF THIS BANK GUARANTEE AT THE DATE OF MATURITY, TO THE ISSUING BANK [INSERT BANK NAME AND ADDRESS].

THIS GUARANTEE IS CALLABLE AT MATURITY, PAYMENT WILL BE MADE UPON PRESENTATION AND SURRENDER OF THIS BANK GUARANTEE AT OUR COUNTERS WITHOUT SET-OFF AND CLEAR OF ANY DEDUCTIONS OR CHARGES, FEES OR WITHHOLDINGS OF ANY NATURE, NOW OR HEREINAFTER IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED BY THE GOVERNMENT OF (INSERT ISSUING BANK COUNTRY) OR ANY POLITICAL SUB-DIVISION OR AUTHORITY THEREOF OR THEREIN.

WE CONFIRM THAT THE FUNDS SUPPORTING THIS BANK GUARANTEE ARE FREELY AVAILABLE ON FIRST CALL AND ARE CLEAN, CLEAR, FREE OF ANY LIENS OR ENCUMBRANCES. THE RULES OF FULL DISCLOSURE HAS BEEN ESTABLISHED THAT SUCH FUNDS WERE LEGALLY OBTAINED FROM NON-CRIMINAL BUSINESS ACTIVITIES.

THIS GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES OF THE INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. 758) AND ANY DISPUTE ARISING THERE FROM SHALL BE SETTLED EXCLUSIVELY BY THE ICC INTERNATIONAL COURT OF ARBITRATION (PARIS, FRANCE).

THIS GUARANTEE IS AN OPERATIVE INSTRUMENT AND IS ASSIGNABLE, TRANSFERABLE, CALLABLE, DIVISIBLE, AND NEGOTIABLE AND MAY BE CONFIRMED ON A BANK TO BANK BASIS. ALL CHARGES ARE FOR THE ACCOUNT OF THE CONTRACT ADMINISTRATOR.

FOR AND BEHALF OF (INSERT ISSUING BANK)

BANK OFFICER 1 BANK OFFICER 1 PIN BANK OFFICER 1 DESIGNATION BANK OFFICER 2 BANK OFFICER 2 PIN BANK OFFICER 2 DESIGNATION