

DRAFT BG2019-11 MT 760 REPAYMENT BANK GUARANTEE

PLEASE FORWARD THE FOLLOWING REPAYMENT BANK GUARANTEE TO:

XXX-BENEFICIARY-XXX,  
XXX-BENEFICIARY-ADDRESS-XXX,  
XXX-BENEFICIARY-IBAN-XXX

QUOTE:

.  
WE HAVE BEEN INFORMED BY OUR CLIENT XXXXXXXXXXXXXXXXXXXX,  
(APPLICANT) THAT THEY HAVE CONCLUDED ON MONTH DD, YYYY AN  
AGREEMENT UNDER REF. XXXXXXXX WITH YOU THAT INCLUDES THE  
ISSUANCE OF A REPAYMENT BANK GUARANTEE.

.  
THIS REPAYMENT BANK GUARANTEE COMES INTO EFFECT ONLY AFTER  
RECEIPT OF THE AMOUNT OF EUR XXXXXXXXXXXXXXXX (EUROS XXXXXXXXXXXX  
ONLY) IN FAVOUR OF XXXXXXXXXXXXXXXX. LATEST ON MONTH DD, YYYY. ON  
ACCOUNT IBAN: XXXXXXXXXXXXXXXXXXXX HELD -WITH USD (BICXXXXXX)  
FROM OR BY ORDER OF THE BENEFICIARY,- ROUTED VIA BENEFICIARY'S  
BANK, INDICATING THE REF. NO. OF THE PRESENT REPAYMENT BANK  
GUARANTEE.

.  
RECEIPT OF FUNDS WILL BE CONFIRMED BY MEANS OF AN AUTHENTICATED  
SWIFT AMENDMENT TO THE PRESENT REPAYMENT BANK GUARANTEE  
STATING THAT THIS REPAYMENT BANK GUARANTEE IS NOW EFFECTIVE  
AND CAN BE DRAWN. AUTHENTICATED COPY OF THIS SWIFT AMENDMENT  
HAS TO BE PRESENTED WITH AND FORMS AN INTEGRAL PART OF ANY  
EVENTUAL CLAIM FOR PAYMENT.

.  
GIVEN THE BEFORE MENTIONED, WE, THE BANK HEREBY IRREVOCABLY  
AND UNCONDITIONALLY PROMISE TO REPAY YOU EUR 10.000.000,00 (EUROS  
TEN MILLION ONLY), UPON RECEIPT OF YOUR WRITTEN DEMAND FOR  
PAYMENT STATING THAT THE APPLICANT DID NOT COMPLY WITH THE  
TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT CONCLUDED  
WITH YOU ACCOMPANIED BY AN AUTHENTICATED COPY OF THIS  
REPAYMENT BANK GUARANTEE AND AN AUTHENTICATED COPY OF THE  
A.M. SWIFT AMENDMENT.

.  
FOR THE PURPOSE OF IDENTIFICATION, THE WRITTEN DEMAND FOR  
PAYMENT HAS TO BE PRESENTED TO US THROUGH BENEFICIARY'S BANK,  
CONFIRMING THAT THE SIGNATURES THEREON ARE LEGALLY BINDING FOR  
YOUR COMPANY. THIS BANK'S CONFIRMATION HAS TO BE ACCOMPANIED  
BY THE BANK'S LIST OF AUTHORIZED SIGNATURES TO VERIFY THEIR  
RESPECTIVE SIGNATURES THEREON.

.  
ANY DEMAND FOR PAYMENT COULD NOT BE MADE PRIOR TO MONTH, DD  
YYYY.

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OUR REPAYMENT BANK GUARANTEE IS VALID UNTIL MONTH, DD YYYY AND  
EXPIRES IN FULL AND AUTOMATICALLY IF THE WRITTEN DEMAND FOR  
PAYMENT TOGETHER WITH YOUR BANK'S CONFIRMATION OF THE

SIGNATURES AS WELL AS AN AUTHENTICATED COPY OF THIS PRESENTE REPAYMENT BANK GUARANTEE TOGETHER WITH AN AUTHENTICATED COPY OF A.M. SWIFT-AMENDMENT IS NOT IN OUR POSSESSION ON OR BEFORE THAT DATE.

. THIS BANK GUARANTEE IS NEITHER TRANSFERABLE NOR ASSIGNABLE.

. PARTIAL CLAIMS AND/OR PAYMENTS ARE NOT ALLOWED.

. ANY CLAIMS VIA SWIFT ARE PROHIBITED.

. ANY CLAIM FOR PAYMENT HAS TO BE SENT IN ONE LOT TO OUR ADDRESS:  
[BANK ADRESS]

. ALL CHARGES AND EXPENSES IN CONNECTION WITH THIS BANK GUARANTEE OUTSIDE THE OPENING BANK IS TO THE DEBIT OF BENEFICIARY. PAYMENT OF THESE CHARGES MAY NOT BE WAIVED.

. IN CASE OF A DISCREPANT CLAIM FOR PAYMENT IN WHATSOEVER NATURE, THIS REPAYMENT BANK GUARANTEE SEIZES TO EXIST IMMEDIATELY.

BEST REGARDS,  
[BANK NAME]

UNQUOTE.