

LETTER OF GUARANTEE

Beneficiary: _____

Issuer Information:

Guarantee Amount (USD): _____

Full Legal Name: _____

Address: _____

Effective Date/Email: _____

Beneficiary Information:

Full Legal Name: _____

Address: _____

Contact Phone/Email: _____

Guarantee Terms and Conditions:

Clause 1 – Guarantee Commitment

The Issuer irrevocably and unconditionally guarantees to the Beneficiary the payment of the guaranteed amount up to the limit specified herein, subject to the terms and conditions of this Letter of Guarantee.

Clause 2 – Guarantee Amount

The maximum aggregate amount payable by the Issuer under this Letter of Guarantee shall not exceed the amount stated above.

Clause 3 – Validity Period

This Letter of Guarantee is valid and enforceable from the Effective Date and shall remain in full force and effect until the earlier of: (a) the date the guaranteed obligation is fully satisfied; or (b) written release provided by the Beneficiary.

Clause 4 – Demand for Payment

The Beneficiary may demand payment under this Letter of Guarantee by delivering a written demand to the Issuer specifying the amount claimed and stating that the amount is due and payable in accordance with the terms of the underlying obligation.

Clause 5 – Payment Terms

Upon receipt of a valid demand, the Issuer shall pay the claimed amount to the Beneficiary within five (5) business days without delay, deduction, or set-off.

Clause 6 – No Requirement to Exhaust Remedies

The Beneficiary shall not be required to exhaust any remedies against any other party or take any action before demanding payment under this Letter of Guarantee.

Clause 7 – Governing Law and Jurisdiction

This Letter of Guarantee shall be governed by and construed in accordance with the laws of the State of _____, United States. Any disputes arising shall be subject to the exclusive jurisdiction of the courts located in _____ County, _____.

Clause 8 – Waiver of Defenses

The Issuer waives any right to assert defenses based on fraud, illegality, or any other claims arising from or in connection with the underlying obligation guaranteed herein.

Clause 9 – Assignment and Transfer

This Letter of Guarantee is non-transferable and may not be assigned by the Issuer without the prior written consent of the Beneficiary.

Clause 10 – Notices

All notices or demands under this Letter of Guarantee shall be given in writing and delivered by hand, certified mail, overnight courier, or electronic means with confirmation to the addresses specified above.

Clause 11 – Severability

If any provision of this Letter of Guarantee is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 12 – Entire Agreement

This Letter of Guarantee constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior understandings and agreements.

Clause 13 – Counterparts

This Letter of Guarantee may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Clause 14 – Authority

Each party represents and warrants that it has full power and authority to enter into this Letter of Guarantee and to perform its obligations hereunder.

Clause 15 – No Modification

No modification, amendment, or waiver of any provision of this Letter of Guarantee shall be effective unless in writing and signed by both parties.

Clause 16 – Force Majeure

Neither party shall be liable for delays or failures in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, or governmental actions.

Clause 17 – Confidentiality

The terms and existence of this Letter of Guarantee shall be kept confidential by the parties except as required by law or agreed in writing.

Clause 18 – Liability

The Issuer's liability under this Letter of Guarantee is limited to the guarantee amount and subject to the terms herein.

Clause 19 – Interpretation

Headings are for convenience only and shall not affect interpretation. This Letter of Guarantee shall be interpreted fairly and not strictly for or against any party.

Clause 20 – Signatures

This Letter of Guarantee is executed by duly authorized representatives of the parties as of the Effective Date.

ISSUER'S AUTHORIZED SIGNATURE

BENEFICIARY'S AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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