



Corporate and  
Investment Banking

180 Commissioner Street  
Absa Towers North  
Johannesburg  
South Africa

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2000  
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<insert name of beneficiary>  
<physical address of the beneficiary 1<sup>st</sup> line>  
<physical address of beneficiary 2<sup>nd</sup> line>  
<postal code>  
(the "Beneficiary")

## PERFORMANCE GUARANTEE

Guarantee Reference Number <insert guarantee reference number>

<insert order number or heading>

Dear Messrs

1. You have entered into a written contract with <insert the name of the Applicant> <insert the Registration Number of the Applicant> ("the Applicant") <insert date of the Contract> in respect of <insert what the contract is in respect of> (the "Contract") in terms of which the Applicant is required to furnish the Beneficiary with a performance guarantee for the maximum amount of <insert the guaranteed amount> (<insert the guaranteed amount in words>) (the "Guaranteed Amount").
2. We Absa Bank Limited, Registration Number 1986/004794/06 of Absa Towers North, 180 Commissioner Street, Johannesburg, 2001 (the "Bank") hereby guarantees the payment to the Beneficiary on the Beneficiary's written demand of the Guaranteed Amount in the event that the Applicant fails to fulfil any of its obligations under the Contract. Such written demands shall bear the confirmation of your banker or authenticated SWIFT, that the signatories thereon are authorised to sign.
3. The Bank's liability under this guarantee ("Guarantee") is principal in nature and is not subject to any agreement. The Bank's liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract or any other arrangements between the Applicant and the Beneficiary, whether oral or in writing.
4. The Bank will pay on written demand and will not determine the validity of the demand or become party to any claim or dispute of any nature which any party may allege.



## Performance Guarantee

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Guarantee Number <insert guarantee number>

5. Payment of the Guaranteed Amount will only be made at the Bank's address <insert the bank's address> on presentation, by the Beneficiary, of a Complying Demand and this original Guarantee.
6. This Guarantee shall expire at the abovementioned office of the Bank on <insert the expiry date> (the "Expiry Date") and any claim and statement received hereunder must be received at this office before the Expiry date. After Expiry Date, this Guarantee shall expire, whether returned to the Bank for cancellation or not and any claim or statement received after the Expiry Date shall be ineffective, irrespective of when such claims first arose.
7. This Guarantee is neither negotiable nor transferable and is restricted to the payment of a sum of money only and limited to the Guaranteed Amount.
8. With each payment by the Bank under this Guarantee, the Bank's liability shall be reduced *pro rata*.
9. This Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and shall be subject to the jurisdiction of the South African courts.
10. The Bank accepts that the Beneficiary's address reflected above is the Beneficiary's *domicilium citandi et executandi* for all purposes in connection with this Guarantee.
11. The Applicant shall be responsible for all costs in respect of this Guarantee.
12. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Signed at <insert the place of signature> on <insert the day> <inset the month> <insert the year>.

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for and on behalf of Absa Bank Limited  
 <insert full name of signatory 1>  
 <insert capacity of signatory 1>

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for and on behalf of Absa Bank Limited  
 <insert full name of signatory 2>  
 <insert capacity of signatory 2>

### AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_