

C
ZERO

CO GMBH
ESG FUND
EMEA: 41 44 585 2041
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ESG Fund

Draft

General Policy for Insurance/Financial Guarantee Bond

Version: AAA-COESG/111111-Year

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This Insurance Bond (Financial Guaranty Bond) shall commence on the issue date and endure thereafter for a period of Twenty-Five (25) years and one (1) day from the date the Borrower confirms receipt of Loan Funds. This Insurance Bond (Financial Guaranty Bond) shall remain in full force and effect until maturity and may not be terminated other than by written consent of the Beneficiary. The Issuer warrants to and in favor of the Beneficiary, that when premium payable by Borrower as arranged in respect of the provisions set forth herein by the Issuer, the Insurance Bond (Financial Guaranty Bond) shall be in full force and effect until maturity.

As consideration for a one-time paid bond value by BORROWER of _____(written currency amount) for the aggregate Bond-Series and contract total sum of \$00,000,000.00 (written currency amount) issued in this Guaranty, the Issuer⁶ hereby agree/agrees to validate said bond, this Insurance Bond (Financial Guaranty Bond), with the Bond Number:
AAA-COESG/111111-YEAR- to _____.

Insurer Declaration: We, Insurer and successors in interest, as described herein, and bona-fide endorser and Issuer of this Financial Guaranty Bond, guarantees that if Beneficiary, and Beneficiary assigns, perform under the terms and conditions of this Contract, then the obligations contained hereunder shall remain in full force and effect through maturity.

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Terms and Conditions

This Insurance Bond (Financial Guaranty Bond) is made and entered into by and between Insurance Firm and/or Banking Institution (hereinafter referred to as the "INSURER") and _____, located at _____ hereinafter referred to as the "BORROWER") for the benefit of _____, hereinafter referred to as the "BENEFICIARY").

Witneseth

WHEREAS, the BORROWER AND BENEFICIARY desires INSURER to act as INSURER at request of BORROWER AND BENEFICIARY for the benefit of the BENEFICIARY up to the principal amount of _____ (Written Currency).

WHEREAS, INSURER is willing to act as INSURER for the benefit of BENEFICIARY, and the Parties hereto, subject to the provisions hereof; and NOW THEREFORE, FOR THE PREMIUM AND CONSIDERATION RECEIVED, including the premises and mutual covenants set forth herein, INSURER does hereby agree to indemnify the BENEFICIARY up to the limit of liability as stated herein.

Declarations

1. This Insurance Bond (Financial Guaranty Bond) is irrevocable and unconditional and binding upon the Issuer and their successors of interests, respective reinsures, remaining in full force and effect through term until maturity, and until all obligations as described herein have been satisfied and complied with according to its terms and conditions.

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Except in a situation whereby the parties “BORROWER AND BENEFICIARY” do not close, the full bond amount in its entirety is refunded back to the BORROWER. This Insurance Bond (Financial Guaranty Bond) provides coverage and guarantee for the Loan Contract _____

2. Upon full payment and completion of all obligations hereunder for the continuing benefit by guarantor, Beneficiary is obligated to return this original Insurance Bond (Financial Guaranty Bond) to Issuer, thereby successfully concluding all responsibilities and conditions hereunder.

3. This Insurance/Financial Guaranty Bond is assignable, divisible, and transferable at the discretion of INSURER, and its affiliates, provided that any such assignment shall be agreed to by the BORROWER, whose consent shall not be unreasonably withheld.

4. This Insurance/Financial Guaranty Bond is hereby issued to act as Collateral in favour of the BENEFICIARY (CO ESG Fund) in the Loan Transaction of 00,000,000.00 (Written Currency) with the BORROWER with Loan Contract _____

5. Upon signing of this Insurance/Financial Guaranty Bond, the BORROWER hereby gives the INSURER the legal rights to deploy its asset recovery mechanism via litigations against the BORROWER should the BORROWER fail or default in repayment of the Loan as agreed and signed in the Loan

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Contract between BENEFICIARY and BORROWER. Any expenses the INSURER spends during this course would be reimbursed by the BORROWER upon the presentation of verifiable proofs and receipts of such expenses by the INSURER.

Let All Men Know by These Presets

In consideration of the BENEFICIARY providing Total Loan Funds in the principal amount of 00,000,000.00 (Written currency) subject however, to the conditions that prior to the date of the release of the funds to the BORROWER, that we, the Guaranty Provider, issue, unconditionally and irrevocably, the Insurance/Financial Guaranty Bond described herein for a total of 00,000,000.00 (Written Currency) more specifically defined under Specific Terms and Conditions, therein, including any and all of the obligations that the BORROWER may have to the BENEFICIARY arising out of or in connection with all valid agreements entered into between the BENEFICIARY and the BORROWER in the principal amount of 00,000,000.00 (Written Currency). Therefore, we the undersigned, , hereby declare:

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General Provisions

1. In the event of the BORROWER failing to pay the BENEFICIARY any debt or amount due subject to the terms and conditions of the signed Loan Contract between the BENEFICIARY and the BORROWER, the INSURER undertakes irrevocably and unconditionally to indemnify the BENEFICIARY for One Hundred Percent (100%) of the unpaid eligible principal amount plus reasonable interest and expenses due at the time of default
2. Upon the occurrence of default, the BENEFICIARY shall be entitled to make a claim under this insurance contract in respect of the principal and interest amount due arising by reason of such default, and the INSURER shall pay to the BENEFICIARY One Hundred Percent (100%) of the principal amount plus reasonable interest and expenses¹⁹ due within sixty (60) days from the receipt of a demand from the BENEFICIARY stating the reason for such demand.
3. The INSURER hereby agree that upon the valid claim demand made by the BENEFICIARY which shall contain confirmations that the required payments have not been paid by the BORROWER according to the terms and conditions of the subject loans, will be considered as adequate proof of default by the INSURER.

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4. Except as specifically provided herein, and with the express written consent and pre-authorized approval and acknowledgment of both Parties, hereto, Borrower-Beneficiary, there shall not be any unauthorized telephone conversation, telex, facsimile communication or contact in any form and manner between Beneficiary-Insurer Banks or Corporate Offices of Insurer.

5. The INSURER forthwith has the legal rights to utilize its resources towards recovering any amount paid to the BENEFICIARY (as a result of the failure of the BORROWER to fulfil repayment as agreed and signed in the Loan Contract). The INSURER would carry out this process only via legal and legitimate means, and the BORROWER agrees that it will, in addition to any other amount referred to herein, be liable for the payment of reasonable costs of recovery (including all reasonable attorneys' fees on an attorney / client basis and disbursements) incurred by the INSURER in connection with the enforcement of the BORROWER's obligation in accordance with the terms and conditions of the signed Loan Contract.

Subrogation

Upon payment of any claim under this Insurance Bond (Financial Guaranty Bond) the INSURER shall be subrogated to the BENEFICIARY'S rights under the terms of the signed Loan Contract in the BENEFICIARY'S possession. The BENEFICIARY shall execute and deliver at the request of the INSURER all instruments and transfer and assign such rights where legally possible, with the cost of such transfer and assignment to be borne by the INSURER.

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The execution by the BENEFICIARY of a release or waiver of the right to collect the unpaid amount due on any loan document shall equally release the INSURER from any further obligation under this Insurance Bond (Financial Guaranty Bond). INSURER shall be subrogated to the rights of the BENEFICIARY under the security and/or collateral lien on said security and/or collateral to the extent of the claim payments made directly by the INSURER to the BENEFICIARY pursuant to this contract of insurance.

Provisions

1. Transfer of Interest Transfer of the BORROWER's obligation under the financial documents and of the BORROWER'S interest in any collateral securing such financial documents shall not be permitted by the BENEFICIARY
2. In the event of any lawsuit proceeding for breach of or to enforce any term or terms of this Insurance/Financial Bond, the prevailing party in such proceedings shall be entitled to recover, in addition to any other recovery, its costs of litigation on and reasonable attorney fees.

Premium and Consideration

1. Warranted the BORROWER shall pay at closing a one-time Premium fee of 000,000.00 (Written Currency), which shall be deducted from the Loan during closing.

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2. Payment and receipt of any and all premium and consideration due, when due, to the INSURER that is paid to any broker, agent, intermediary or representative does not constitute due payment and receipt of said premium and consideration to the INSURER.
3. The Premium bond application and underwriting cost is fully earned by the INSURER upon the execution and issuance of the Insurance/Financial Bond, and is refundable.

Specific Terms and Conditions

Consequently, we the undersigned insurance company, hereby irrevocably and unconditionally as primary obligor, and not merely as surety, undertake to pay the BENEFICIARY upon its first written demand, irrespective of the validity and the effects of the above mentioned financial transaction and waiving all rights of objection and defense arising from said financial agreements, any amount up to the principal amount 000,000,000.00 (Written Currency) up to the series maximum of 000,000,000.00 (Written Currency) in Financial Guaranty Bonds as issued, or ____ equivalents, upon receipt of the BENEFICIARY'S written and duly signed demand, accompanied with BENEFICIARY'S attestation certifying that the BORROWER has not fulfilled their payment obligation towards the BENEFICIARY under said financial agreements when due, detailing the outstanding amount of principal, interest, costs, and expenses.

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Each payment effected by the BORROWER under this present Insurance/Financial Bond, and any and all financial agreements hereto will automatically reduce our liability towards the BENEFICIARY accordingly.

This Insurance/Financial is subject to and shall be governed by the laws and courts of State Country.

The BENEFICIARY shall not be bound to exhaust its recourse against the BORROWER or others or any securities or other guarantees it may at any time hold before being entitled to payment from the INSURER and the INSURER renounces all benefits of execution and division.

All sums payable by the INSURER hereunder, shall be paid free and clear and without any deduction or withholding for or on account of any payment or future taxes, imposts, duties, charges or withholdings of any nature whatsoever, and if the INSURER shall be required by law to make any withholding or deduction from any payment hereunder, then the INSURER shall pay to the BENEFICIARY such additional amount as will result in the receipt and mention by the BENEFICIARY (free from liability in respect of any such deduction or withholding) of the full amount which would have otherwise been a receivable had no such deduction or withholding been made.

If for the purpose of obtaining judgment in any court or for any other purpose hereunder, it is necessary to convert an amount due hereunder in the currency in which it is due ("The Original Currency") into another currency ("The Judgment Currency", the rate of exchange applied shall be that at

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which in accordance with normal banking procedures, the BENEFICIARY could purchase in the foreign exchange markets, at the BENEFICIARY'S option, the original currency with the judgment currency on the date two business days preceding that on which judgment is given. The INSURER agrees that its obligation in respect of any original currency due from it to the BENEFICIARY shall, notwithstanding any judgment or payment in such other currency, be discharged only to the extent that, on the business day following receipt of any sum as paid or adjudged to be due hereunder in the judgment currency, the BENEFICIARY may, in accordance with normal banking procedures purchase in the foreign exchange markets, the original currency with the amount of the judgment currency so paid or so adjudged to be due, and, if the amount of the original currency so purchased is less than the amount originally due in the original currency, the INSURER agrees as a separate obligation and notwithstanding any such payment or judgment to indemnify the BENEFICIARY against such loss.

Should the BENEFICIARY make demand upon the INSURER and the INSURER's liability as referred to herein is not paid, the INSURER agrees that it will, in addition to any other amount referred to herein, be liable for the payment of reasonable costs of recovery (including all reasonable attorneys' fees on an attorney / client basis and disbursements) incurred by the BENEFICIARY in connection with the enforcement of the INSURER's obligation hereunder.

Without prejudice to or in any way limiting or lessening the INSURER'S liability, the BENEFICIARY may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the BORROWER and others, including the INSURER and any other

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insurer as the BENEFICIARY may see fit, and the BENEFICIARY may take, abstain from taking or perfecting, vary exchange, renew, discharge, give up, realize on or otherwise deal with securities and guarantees in such a manner as the BENEFICIARY may see fit, and the BENEFICIARY may apply all moneys from the BORROWER or others or from securities or guarantees upon such parts of the guaranteed liabilities as the BENEFICIARY may see fit and charge any such application in whole or in part from time to time.

This Insurance/Financial Bond shall be a continuing security binding upon the INSURER, and not be considered satisfied by any intermediary payment of the whole or any part of any sum at any time due or remaining unpaid to the BENEFICIARY. This Bond is intended to secure all obligations of the BORROWER to the BENEFICIARY arising from time to time under the signed Loan Contract, and made a part hereafter, and the INSURER consents to the making of multiple demands by the BENEFICIARY under this single INSURANCE/FINANCIAL BOND should the BORROWER default under the terms of the subject Loan Contract on multiple occasions.

This Instrument constitutes the entire Contract for the issuance of the Insurance/Financial Bond and covenants set forth pertaining to the subject matter hereof, and supersedes any and all agreements, contracts, and understandings between such Parties, Insurer and Beneficiary, previously in effect, thereby making this written Contract the controlling and prevailing instrument in all respects.

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Where Notice is Given:

All notices, pleadings, claims, requests, demands and other communications required to be given by the Parties here to shall be in writing and shall be deemed to have been given: (a) on the date of service, if served personally or by readable electronic means prior to the close of normal business hours on a normal business day, (b) the opening of the next business day, if served personally or by readable electronic means after the close of normal business hours on a normal business day, and (c) on the date of receipt if by courier service.

Venue of Action:

This CONTRACT OF INSURANCE shall be governed by and construed in all respects in accordance with the laws of the Courts of State, Country. Any dispute under this FINANCIAL GUARANTY or arising out of it shall be decided under and pursuant to the laws of Florida, USA. Venue of any action or proceeding hereunder shall be in Florida, USA. The BENEFICIARY and BORROWER agrees that he, she or it will submit to the general jurisdiction of the courts herein under this section and will comply with all requirements necessary to give such court jurisdiction and that service of process in such suit may be made upon the parties hereto at the names and addresses listed under the Notices Section contained herein.

IN WITNESS WHEREOF, WE THE INSURER, HAVE CAUSED THIS STATUTORY INSURANCE/FINANCIAL BOND AND CONTRACT OF INSURANCE ISSUED THIS ____ DAY OF _____ BY A DULY AUTHORIZED SIGNATORY.

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FOR AND ON BEHALF OF INSURER:

FOR AND ON BEHALF OF BENEFICIARY:

FOR AND ON BEHALF OF BORROWER:

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