

Framework Agreement

dated [Day] [Month] [Year]

between

Get Nature Positive

hereinafter "**GNP**"

c/o Stiftung Praktischer Umweltschutz, Schweiz Pusch, Hottingerstrasse 4, 8032 Zürich

and

[First Name] [Last Name] / [Company]

hereinafter the

"Investor"

[Adress]

regarding

Compensation for Nature Loss

Preamble

- A.** GNP is an association registered in the commercial register of the Canton of Zurich according to Art. 60 ff. of the Swiss Civil Code ZGB), with its headquarters in Zurich (CHE-190.051.064). GNP aims to protect and promote biodiversity in Switzerland by initiating and supporting the creation of nature areas and implementing projects and activities that motivate, activate, and enable various stakeholders to design and maintain areas in a nature-friendly manner.
- B.** The Investor is a customer of GNP who wishes to compensate for the nature loss caused by their construction activities by purchasing locally bound nature certificates.
- C.** This framework agreement governs the compensation of construction plot [X] with the [residential development/production hall...] in [Location] through the creation of a new nature area on construction plot [No.] in [Location] by GNP (collectively the "Parties"), the necessary certification fee and land lease, as well as the communicative use of the "Nature Positive" certificate.

I. Contract Duration and Termination

1. Start of Contract and Duration

- ¹⁾ This framework agreement begins on the day it is signed by the Parties.
- ²⁾ The term of this agreement is 25 calendar years.

2. Termination

This framework agreement ends after 25 calendar years without prior notice from the Parties.

II. Rights and Obligations of GNP

1. Creation of New Nature Areas with Project Partners

- ¹⁾ GNP seeks managers (lessees, organizations, municipalities, forestry offices, etc.; the "**Project Partners**") who are willing to create and maintain new ecologically valuable habitats on the land they manage for 25 years.
- ²⁾ The Project Partner plans and establishes nature areas independently and at their own expense, in consultation with GNP. They adhere to any guidelines provided by GNP.

- 3) Project Partners receive financial support from GNP for the creation and maintenance of nature areas, an incentive bonus for long-term preservation of the areas, and they benefit from free consulting services.
- 4) Generally, GNP conducts an initial monitoring of the new nature areas after one calendar year from the signing of this framework agreement. The second monitoring usually takes place after two calendar years from the signing of this framework agreement. Regardless of the first two monitoring sessions, monitoring is typically conducted every five years from the signing of this framework agreement (see monitoring concept in the appendix).
- 5) A contract under private law defines the rights and obligations between the Project Partner and GNP. If the Project Partner is not the landowner, the latter provides a declaration of consent.

2. Measure staken on-site

- 1) GNP adheres to the principle of Avoid > Reduce > Restore > Compensate.
- 2) GNP, together with the Investor, examines possibilities to preserve existing natural values on-site.
- 3) GNP, together with the Investor, examines possibilities to create new habitats on-site.
- 4) Measures taken on-site intended to be credited are reviewed by GNP before the contract is concluded, according to the **monitoring concept**.

3. Calculation of Areas to be Compensated

GNP calculates the area to be compensated according to the "GNP Method (as of xx.xx.2024, see website)."

4. Allocation of a Suitable Nature Area

- 1) GNP assigns a nature area or several nature areas to the Investor that, in total, correspond at least to the area to be compensated according to the "GNP Method (as of xx.xx.2024, see website)."
- 2) The nature area should be located as close as possible to the compensated construction project.

5. Issue of the "Nature Positive" Certificate by the Certification Body

- 1) The "Nature Positive" certificate is issued by GNP upon receipt of the compensation fees.
- 2) The independent certification body [Name of the Certification Body] reviews the certificate and the data necessary for the compensation calculation.
- 3) After approval by the certification body, GNP issues the certificate to the Investor.

6. Publication of the Project

- 1) GNP is entitled to inform the public about its clients and the implemented nature projects.
- 2) The manner and method of dissemination of information are determined by GNP. The information can be distributed through any analog or digital channels (website, social media, etc.).

III. Rights and Obligations of the Investor

1. Area of Responsibility

- 1) The Investor provides GNP with the necessary documents for calculating the area to be compensated, particularly the site plans, in digital form.
- 2) The Investor grants GNP access to the eligible nature areas on their property.
- 3) For eligible nature areas on-site, monitoring takes place every 5 years. The person responsible for maintaining the areas takes photos of the individual nature areas and makes these available to GNP in electronic form.

2. Certificate Feed and Land Lease (Version A)

- 1) The compensation fee is a one-time charge of CHF 10 per square meter to be compensated plus applicable VAT.
- 2) To ensure the long-term maintenance of the area, an annual land lease of CHF 0.20 per square meter to be compensated is charged until the end of the contract term. The land lease is adjusted for inflation but cannot fall below the initial amount.

Certification Fees Including Land Lease for 25 Years (Version B)

The compensation fee is a one-time charge of CHF 15 per square meter to be compensated plus applicable VAT. This includes the land lease for 25 years.

3. Maintenance of Eligible Nature Areas On-Site

- 1) The Investor ensures that the existing or newly created eligible nature areas are preserved throughout the contract term. This is verified through monitoring at regular intervals.
- 2) Adjustments concerning the management or conversion of nature areas into equal or higher-value habitat types are possible in consultation with GNP. Whether the conversion is equal or higher value is determined solely by GNP.

- 3) If nature areas are destroyed during the contract term, the Investor must replace them with equivalent nature areas. Whether the replacement areas are equivalent under this provision is determined solely by GNP. If the Investor cannot find replacement areas, GNP can replace the lost areas. GNP is entitled to charge the Investor for the resulting costs.
- 4) If GNP finds during monitoring that nature areas have been destroyed without replacement, this will result in the withdrawal of the certificate.

4. Communication

- 1) The Investor may use the GNP certificate, the GNP logo, other official GNP communication materials, as well as information, images, and video material about the compensation area for advertising and communication purposes.
- 2) Visits by the Investor to the compensation area must be announced to the Project Partner in advance (at least two working days).
- 3) The Project Partner has the right to review and approve information, images, and video material about the compensation area before publication.
- 4) The certificate refers to one or more properties. Misleading communication ("greenwashing"), such as claiming that the entire company, a supply chain, or products are Nature Positive based on this certificate, is not allowed.
- 5) Misleading communication will lead to the withdrawal of the certificate after a one-off written warning.

IV. Compensation Project

1. Scope of Compensation

GNP compensates the construction site [X] of the [residential development/production hall...] in [Location] with xxxx square meters of nature area. Creditable ecological valuable areas on the construction site itself amount to xxxx square meters. Overall, xx percent more nature is created than is lost through the construction project / was lost in the past due to the construction of the property.

2. Compensation Project

The compensation is carried out by creating a new nature area on construction site [No.] in [Location] by GNP. See appendix 3 "Project Plan".

V. General Provisions

1. Qualification of the Legal Relationship

The obligations of the parties are contractual in nature and the parties agree that they do not form a simple partnership within the meaning of Art. 530 et seq. of the Swiss Obligation Law (OR).

2. Amendments to the Contract

Amendments, supplements or the rescission of this contract are only legally valid if made in writing and signed by the parties. This also applies in particular to this written form clause.

3. Confidentiality

The content of this framework agreement, in particular the amount of the financial contributions agreed with GNP, will not be communicated externally by the investor and GNP.

4. Severability Clause

- 1) Should single provisions of this agreement prove to be invalid or incomplete or should fulfillment become impossible, this shall not affect the validity of the remaining parts of the agreement.
- 2) In this case, the parties commit themselves to immediately replace the invalid provision with a valid provision that comes as close as possible to the original intention.

5. Place of Jurisdiction and Applicable Law

- 1) Any disputes arising from or in connection with this contract shall be subject to the jurisdiction of the court at the respective registered office of the GNP Association.
- 2) This contract is subject to Swiss law, to the exclusion of conflict of law rules.

6. Execution of Contract and Signature

Each party shall receive one copy of this contract. Any previous provisions shall be replaced.

Get Nature Positive:

Simon L. Zeller

Co-Managing Director

Place, Date

Manja Van Wezemaal

Co-Managing Director

Place, Date

Investor:

Anna Meier

Position

Place, Date

Appendix:

- Monitoring Concept
- Plan with eligible nature areas on site
- Plan with nature areas of the compensation project

Appendix 1:

Monitoring Concept

1. Objectives of the monitoring

- Get Nature Positive (GNP) is authorised to monitor the impact of nature projects. This is done in partnership with the project partner or investor
- Monitoring ensures that the improved or newly created habitats are properly maintained and that biodiversity can develop positively as a result. The habitats should be preserved permanently, i.e. for at least 25 years.
- Through the monitoring scheme, GNP and the project partner aim to ensure that the improved or newly created habitats are of the contractually agreed quality.

2. Timing of the monitoring

- Monitoring will be carried out at a time when the impact of the project can be assessed, e.g. before the first cutting of flower meadows.
- In the case of nature projects of project partners, GNP will carry out the first monitoring one calendar year after the signing of the Framework Agreement. The second monitoring will normally take place two calendar years after the signing of the Framework Agreement.
- In the case of eligible nature areas owned by investors, the timing of the first monitoring depends on the status of the project. In the case of new construction or total renovation, GNP will carry out the first monitoring after the completion of the green space, but no later than one year after the signing of this Framework Agreement (Variant A). In the case of existing buildings or total refurbishment without changes to the green space, GNP will carry out the first monitoring before the framework agreement is signed (Variant B).
- Further monitoring is generally carried out every five years after the Framework Agreement has been signed. GNP has the right to deviate from these monitoring schedules.

3. Auditors

- The person responsible for monitoring- hereinafter referred to as the auditor- does not see himself or herself as a controller, but evaluates the project development objectively and supports the project partner or the investors with his or her expertise. Sanctions are only considered in serious cases (see point 5).
- Suitable auditors are appointed by the GNP to carry out the monitoring.
- The auditors have a good knowledge of the species and a high level of social competence.
 - Auditors of nature projects of project partners also have a good understanding of the agricultural/forestry system.
 - Auditors of investors' eligible nature areas are particularly familiar with the promotion of biodiversity in settlement areas.

4. Content of the monitoring of nature projects of project partners

- The auditor makes an appointment with the project partner.
- The auditor informs himself/herself in advance about the contractual nature areas to be verified.
- The project partner shows the auditor how he/she has registered the nature areas in the Swiss agricultural database ('Strukturdatenerhebung').
- The auditor carries out an on-site inspection. The nature areas are inspected as completely as possible. The Quadra GmbH method 'Biotope type mapping 2024' is used as a basis for the

assessment. Additional provisions in the project partner contract may apply. The auditor notes the presence of rare species if sighted during the field inspection. The auditor also takes photographs of each nature area. In the case of decentralised subjects, such as high-stem orchards, a photograph of the entire plantation is sufficient.

- The project partner is present during the field visit and provides information on the management of the sites. He/she informs the auditor of any sightings of special or rare species.
- The person responsible for maintenance receives initial, provisional feedback from the auditor on contract fulfilment and maintenance. Any complaints are mentioned and the causes identified.

5. Content of monitorings of investors' eligible nature areas

- For the first monitoring, the auditor arranges a suitable date in advance with the person responsible for the maintenance of the green spaces.
- The auditor informs himself/herself in advance about the contractual nature areas to be verified.
- The auditor carries out an on-site inspection. The nature areas are inspected as completely as possible. The Quadra GmbH method 'Biotope type mapping 2024' is used as a basis for the assessment. Additional provisions in the project partner contract may apply. The auditor notes the presence of rare species if sighted during the field inspection. The auditor also takes photographs of each nature area. In the case of decentralised subjects, such as rows of trees, an overview photograph is sufficient.
- The person responsible for maintaining the green spaces receives initial, provisional feedback from the auditor on contract fulfilment and maintenance. Any complaints are mentioned and the causes identified.
- Further monitoring can take place without a field inspection. GNP contacts the person responsible for the maintenance of the areas and asks him/her to take up-to-date photos of all nature areas mentioned in the contract. The images are compared with the information in the contract and current aerial photographs.
- If there is any doubt about the existence and quality of the nature areas, GNP carries out extraordinary monitoring on site. GNP can also carry out spot checks on site at any time. This monitoring is carried out in the same way as described under point 3.

6. Recommendations, complaints and violations

- *Recommendations* are voluntary measures to improve the quality of the nature area.
Examples: Leave deadwood on trees; reduce excessive spread of hazel and alder in hedges, better location for nesting aids, etc.
- *Complaints* jeopardise the positive development of a nature area. They lead to binding measures that must be implemented within a set period (max. 1 year). Auditors can issue complaints themselves and set implementation deadlines.
Examples: Several newly planted native shrubs or fruit trees die and are not replaced, herbaceous borders are mown too early, hedges are not maintained properly, neophytic plants spread, etc.
- *Violations* lead to the permanent destruction of the nature area and constitute a breach of contract. Auditors report violations to GNP promptly. The decision on sanctions is the responsibility of GNP.
Examples: Nature area is built over and not replaced, standard orchard is cleared, meadow is fertilised, ploughed or scarified, old trees are felled without adequate replacement, large-scale herbicide treatments, etc.

7. Monitoring Report

- The auditor prepares a monitoring report as soon as possible after the site visit, using the template.
- The report includes in particular:
 - Plan with all contractual nature areas of the project partner
 - Brief description and condition of the individual nature areas
 - Meaningful photos
 - Recommendations, complaints and violations
 - Recommendation for payment of the performance bonus yes/no/after implementation of the measures.
 - Statement on contract fulfilment (yes/no/after implementation of measures). The payment of performance bonuses (project partner) or the suspension or cancellation of the certificate (investor) depends on this.

In the case of nature projects by project partners, species occurrences are also recorded and categorised as 'sighted on site by the auditor' or 'according to information provided by the project partner'.

8. Publication of the monitoring report

- The complete monitoring report is sent to the project partner or the investor. The latter can submit suggestions for changes within 2 weeks.
- The final monitoring report is filed permanently by GNP.
- *Nature projects of project partners*: A summary of the monitoring report is published on the GNP website (without the section on Recommendations, complaints and violations).
- *Eligible nature areas of investors*: monitoring reports are not published by GNP.

9. Performance bonuses for project partners

- The performance bonus can be paid out to the project partners after each successful monitoring period of 5 years.
- If complaints are identified that affect the development of the nature areas, the performance bonus may be withheld until the issue is resolved.
- If serious violations are identified that impair the conservation of the nature areas permanently, no performance bonus will be paid. In addition, further sanctions may be imposed in accordance with III 2.2 of the framework agreement.

Appendix 2: Plan with eligible nature areas on-site



Table 1: Existing nature area on-site

Nr.	Description	Biotope type	Area [m ²]	Biodiversity factor	Eligible area [m ² eq]
1	Old oak tree on the eastern edge of the plot	Single tree; BV 4	80	1.75	140
					Total: 140

Table 2: Newly created nature area on-site

Nr.	Description	Biotope type (target habitat)	Area [m ²]	Equalising factor	Eligible area [m ² eq]
2	Native bushes, SW corner of the plot	Structurally rich ornamental shrubland with predominantly native woody species; BV 4	10	2	20
3	Native bushes, inner courtyard	Structurally rich ornamental shrubland with predominantly native woody species; BV 4	20	2	40
4	Flower lawn to the left of car park entrance	Species-rich flowering lawn; biotope value 3	200	0.5	100
5	Flower meadow inner courtyard south	<i>Arrhenatherum elatius</i> meadow with ecological quality II (CH agricultural scheme); BV 5	540	1	540
6	Flower meadow inner courtyard north	<i>Arrhenatherum elatius</i> meadow with ecological quality II (CH agricultural scheme); BV 5	500	1	500
					Total: 1200

Appendix 3: Plan of Compensation Project



Table 3: Newly created nature area at A Street in Town B

Nr.	Description	Biotope type (target habitat)	Area [m ²]	Equalising factor	Eligible area [m ² eq]
1	Pasture in the centre of plot 12345	Structurally rich rough pasture; BV 5	1200	1	1200
2	High-stem orchard below the field	High-trunk orchard of ecological quality II (CH agricultural scheme) with <i>Arrhenatherum elatius</i> meadow; BV 5	1300	1	1300
...					
					Total: 7200