



Agreement - ZEROCARBON

AGREEMENT TO COMPLY WITH THE COMMITMENT BETWEEN ZERO CO2 AND THE BENEFICIARY OF THE ZERO CARBON PROGRAM, ACCORDING TO "PLAN VIVO"

(File No.00000-00-xx-202x)

In the Municipality of _____, Department of Petén, on the _____ day of _____ of the year two thousand and twenty-three; WE _____, de _____ years of age, (marital status) _____, (Nationality) _____, Profession or trade _____, domiciled in _____, I identify myself with a personal identification document DPI, unique identification code CUI number _____, issued by the National Registry of Persons of the Republic of Guatemala, Central America, I act as a _____, a quality that I accredit with _____, I indicate as a place to receive notifications: Neighborhood, neighborhood, area _____ del municipality of _____, department of Petén; on the one hand, and on the other, Mr. _____, _____ years of age, Guatemalan, of this domicilio _____, a farmer, identified myself with the DEPI Personal Identification Document, unique identification code CUI _____ (_____ numbers), issued by the National Registry of Persons of the Republic of Guatemala, Central America, who acts in his own name, as a Beneficiary of the Program, and indicated as a place to receive notifications: _____, Barrio _____ of the municipality of _____, department of Petén.

We assure that the parties are aware of the identification data noted above and that we are in the free exercise of our civil rights, that the representation that is exercised is in accordance with the law for the execution of this contract, so the participants express our desire to enter into a CONTRACT FOR THE FULFILLMENT OF COMMITMENT BETWEEN ZERO CO2 AND THE BENEFICIARY OF THE ZERO CARBON PROGRAM, ACCORDING TO "PLAN VIVO".

In the Reforestation ()/Agroforestry System () modality, in accordance with the following clauses;
FIRST: We _____ and, _____ hacemos state that, the company ZERO CO2, by means of Resolution Number _____ approved the entry into the CARBON CREDIT PAYMENT PROGRAM AND THE MANAGEMENT PLAN PRESENTED, with the objective of capturing or conserving CARBON, in an area of _____ HECTARES, on the farm registered in the General Registry of Real Estate with number _____ (____), folio _____ (____), of the book _____ (____), of El Petén, located in the jurisdiction of the municipality of _____, Petén.



SECOND: i. declares "zeroCO2" that: 1. zeroCO2 is constituted in accordance with the laws of Italy and registered in the public land registry under number _____; 2. Your legal representative has the legal authority to enter into this contract in accordance with the documentation submitted; 3. It is duly registered in the Federal Taxpayer Registry of the Ministry of Finance and Public Credit, (NIT of Guatemala must be added); 4. Their tax domicile is _____; 5. Its social purpose is to promote sustainable, comprehensive and harmonious rural development in terms of gender, culture and socioeconomic levels. Through the rational management of natural and environmental resources, it seeks to strengthen the local capacities of social organizations, rural communities and organized groups; 6. Has the technical, financial and legal capacity to comply with its obligations.

THIRD: "The Beneficiary" declares that: 1. His name is _____, as stated in his Personal Identification Document (DPI) number _____. 2. That he is the legal owner () / possessor () of the parcel named _____, which is located in the _____ community of the municipality of _____, in the Republic of Guatemala and has an area of ____ hectares designated for the "zeroCARBON program" and that it has the following coordinates X_____ or Y_____, which are described in the Management Plan approved by the zeroCARBON Program, for this project; 3. That he may sign this contract, as the legitimate owner/possessor of the aforementioned land, as stated in the legal document presented and described in Numeral ONE of this contract, the documentation of which is presented and a copy is attached in annex 1 of this contract; 4. That the place indicated to receive summonses and notifications is in _____, already described in the introductory part of this contract; 5. That your bank details are:

FOURTH: Both parties declare that: 1. They will collaborate in the project called "zeroCARBON program", which is described in annex 2 of this contract and which serves as terms of reference and becomes part of this contract.

OBJECTIVES AND COMMITMENTS

First: the purpose of this contract is the management of forest resources and carbon sequestration for the fulfillment of the "zeroCARBON program" project and the generation of Plan Vivo Certificates under the Plan Vivo standard.

Second: In order to carry out the project, it is agreed that:



- a) "zeroCO2" through its collaborators, is the technical and administrative coordinator of the project, including the review and monitoring of the project and Vivero Mundo Verde "zeroCO2" as a supplier of plants and technical support through Mundo Verde.
- b) "zeroCO2" is responsible for marketing the Plan Vivo Certificates to companies, organizations or individuals who want to contribute to mitigating climate change and supporting sustainable development.
- c) "zeroCO2" will manage the resources obtained from the commercialization of Plan Vivo certificates and is obliged to deliver the corresponding payments to the "Beneficiary", according to Annex 2
- d) "zeroCO2" will make payments once it has verified compliance with the responsibilities of the "Beneficiary".
- e) "The Beneficiary" undertakes to carry out the activities of the "zeroCO2 program", according to annex 2 and with the technical assistance provided by "zeroCO2" and its collaborators, including Vivero Mundo Verde "zeroCO2" as a supplier of plants and technical support through Mundo Verde.
- f) "The Beneficiary" agrees not to enter into another carbon sequestration sales contract in the same project area.
- g) "The Beneficiary" authorizes "zeroCO2" to administer and commercialize the Living Plan Certificates for ecosystem services (which are quantified in tons of carbon dioxide), to generate any type of benefit derived from the Living Plan Certification;
- h) "The Beneficiary" has the right to receive from "zeroCO2" the payment of the Living Plan Certificates as a result of the "zeroCARBON program" project, for which "zeroCO2" must comply with the obligation to make the payment that corresponds to it according to annex 2.
- i) The total of the payments delivered to "the Beneficiary" is indicated in annex 2 and will be made in Euros with the exchange rate obtained at the time of making the transfer to Guatemalan Quetzals.
- j) Any other activity not described above is outside the scope of this contract and the liabilities arising from it.
- k) The "beneficiary" has been approved for "zeroCO2" in accordance with the criteria of the zeroCARBON programme.

Third: The "zeroCARBON program" in no way implies the transfer of possession or ownership of land or forest resources to anyone else. Land and resource tenure rights remain intact.

Fourth: In the event that "the Beneficiary" fails to comply with its responsibilities for more than ten months, payments will be suspended; a hearing will be held for 10 days to pronounce and propose



the recovery activities to be carried out; if after three months of said non-compliance, the "Beneficiary" still does not comply with the proposed activities, the contract will be terminated and the payments not yet made will be suspended.

Fifth: When a force majeure event occurs that results in the loss of trees in the zeroCARBON program project area, Annex 2 will be revised and adjusted to the new conditions of the project area.

Sixth: In the event that the Beneficiary transfers ownership or possession of the area under the zeroCARBON program to a third party, its obligations will be transferred to the new owner or possessor and a copy of this contract must accompany the title deed or proof of possession and must be registered in the corresponding public registry, if the new owner expresses his interest in continuing the project.

Seventh: For the measurement of carbon capture, the technical specifications and the monitoring system established by the "zeroCARBON program" will be used, as established by the Plan Vivo Standard.

Eighth: zeroCO2 will verify and report to the Plan Vivo Foundation the number of certificates and tons of carbon dioxide captured in the project area so that the Plan Vivo Foundation maintains a transparent record of these certificates.

Ninth: During the term of this agreement, the project area identified in the THIRD declaration will not be able to undertake other carbon sequestration initiatives to avoid double counting in that area. None of the parties to this contract will receive more than one payment for the same carbon sequestration performed in the same area. .

Tenth: "The Beneficiary" undertakes to facilitate access to the project area to "zeroCO2" and/or persons authorized or assigned by "zeroCO2", to carry out verification visits. Likewise, you consent to the collection of images of your person, family and geospatial information of the project area, which will be used only for the purposes and objectives of the program.

Eleventh: This contract is not intended to and should not be construed as an employment relationship between "zeroCO2" and "the Beneficiary" or vice versa.

Twelfth: This contract may be terminated for breach of any of its clauses, provided that:

- a) Whoever wishes to terminate the contract has fulfilled its corresponding obligations.
- (b) The request must be made in writing and 30 days in advance; The cancellation measures will be null and void at the time that compliance with them that caused the suspension of the project is verified.



- c) The remaining payments to which "the Beneficiary" is entitled will be settled in accordance with the progress of the activities referred to in Annex 2.
- d) The activities will be considered completed once "zeroCO2" issues the written acceptance.
- e) In the event that the contract is terminated due to non-compliance by "the Beneficiary", the carbon pending accreditation may be relocated to some other plot of land of a farmer who demonstrates effective compliance.

Thirteenth: This contract is in force as of the day following its signature and will be in force until _____. Any modification to this contract and/or its annexes must be formalized in writing and will enter into force as of the date of its signature, provided that it does not affect the results of the _____ same.

Fourteenth: this contract is based on good faith and situations not provided for in it will be resolved by mutual agreement and in writing.

In the event of any dispute over the interpretation and performance of this contract, both parties shall submit to the laws and courts of Guatemala.

This contract, read by both "parties", and aware of its content, object, validity and other legal effects, is ratified, accepted and signed in two copies, in the city of _____, Guatemala, on (date)_____.

of zeroCO2

Name:_____

of the Beneficiary/Legal Representative

Name:_____



In the Municipality of _____, Department of Petén, on the ____ day of _____ of the year two thousand and twenty-three, I: The undersigned Notary hereby certify and attest that the foregoing signatures are authentic because they have been placed in my presence today by the señores _____, who identifies himself with personal identification document CUI number _____, issued by the National Registry of Persons of the Republic of Guatemala, Central America. And _____ those who identify themselves with the Personal Identification Document CUI _____ (0000 00000 00000), issued by the National Registry of Persons of the Republic of Guatemala Central America, said signatures fit the document contained in ____ sheets of bond paper, printed on both sides and the present one which is the last; and those who, as proof of veracity, re-sign this act together with the undersigned Notary who numbers, seals and signs each of the pages that precede as well as this act and that I CERTIFY of all that has been done.



ANNEX 1

Land law

Written assembly agreement with date/plot certificate/certificate of rights over land for common use/municipal certificate/notarial deed or any other document that proves the legitimate possession or ownership of the area destined for the ZEROCARBON program.

ANNEX 2

Technical and administrative information of the "ZEROCARBON programme"

The objective of this document is to determine and make transparent the technical-administrative processes to which the beneficiaries who voluntarily participate in the ZEROCARBON program are subject, based on the system they select, as well as the area (ha) they register in it.

1. "ZEROCARBON Program"

The zeroCARBON program, which aims to promote ecosystem services based on sustainable forest management, works as a program for the trading of Living Plan Certificates for ecosystem services (which are reported as tons of carbon dioxide), which operates between "beneficiaries" (owners and possessors of forest/agroforestry land) and buyers of carbon (ton co2) in Italy or in any other country. having "zeroCO2" as an intermediary agent.

Therefore,

2. It is the responsibility of "zeroCO2":

- a) To advise the "Beneficiary" interested in participating in the "zeroCARBON programme", in the selection of the agroforestry system/forest plantation appropriate to the conditions of its plot and its interests, and which will serve as a basis for the estimation of the carbon sequestration rate; In turn, the Plan Vivo standard is the main management tool of the program and determines whether or not participation in the "zeroCARBON program" is approved.
- b) Cover the costs related to training, technical advice and exchanges of experiences.
- c) To represent the "Beneficiary" in the process of commercialization of the Plan Vivo Certificates (also said Carbon Credits) and to carry out the corresponding actions so that the "Beneficiary" receives the corresponding income from the sale of the carbon credits, in accordance with the provisions of the Plan Vivo standard.



- d) Provide technical follow-up to the plots for their establishment and management, based on the guidelines of the technical specifications of each agroforestry system/forest plantation managed by the "zeroCARBON program", during the period covered by the contract.
- e) Guarantee the "beneficiary" an accessible and usable complaint mechanism within the activities of the "zeroCARBON program".

On the other hand;

3. It is the responsibility of the "Beneficiary":

- a) Prepare their Management Plan on a voluntary basis, in which they must clearly identify with coordinates the plot selected to enter the program, as well as determine the agroforestry system/forest plantation and the exact address of the place chosen to participate in the program.
- b) Attend the training and exchange of experiences promoted by "zeroCO2".
- c) Collaborate with the field technicians authorized by "zeroCO2" for the monitoring and improvement of the approved agroforestry system/forest plantation.
- d) Carry out all the activities for the establishment and maintenance of the forestry/agroforestry system described in the Management Plan and summarized in table b of this annex, in order to achieve the objectives of plantation management and carbon sequestration. The beneficiary agrees to allow assisted natural regeneration (RNA) of wild plants from year 4, at which time the cedar and mahogany trees have reached sufficient maturity to be unaffected by other plants.
- e) Inform the technicians authorised by "zeroCO2" of any event that occurs within the registered plot, which may threaten the permanence of the system.
- f) Cover the expenses for the management of the agroforestry system/forest plantation in the area designated to the "zeroCARBON program".
- g) Allow visits by potential carbon buyers to their plot if they request it.
- h) Grant zeroCO2 and the Plan Vivo Foundation authorization to take and use photographs and images, solely for advertising purposes related to the "zeroCARBON program".
- i) comply with any other aspect indicated in the contract and in this annex.
- l) Comply with the entire project: in addition to committing to comply with the activities of the approved Management Plan; In the event of non-compliance with a single phase, as established in point four of the following agreement, the holder will have a period of 10 months (depending on the type of non-compliance) to conclude the activity, during which payments will be suspended until its completion. A hearing is held to pronounce and indicate the causes and activities to be carried out for compliance with the Management Plan, if 3 months after the previous compliance control has not been carried out the proposed activities, the contract will be terminated and all payments

for the subsequent phases will be suspended, as established in point four of the following agreement.

(m) In the case of commercial forest plantations, the owner is free to extract the amount of wood or biomass that he considers and in accordance with the approved Management Plan, of which he undertakes to sell at least 80% of the wood extracted to the furniture and construction industry.

4. Map of the area selected for the program

5. Project Execution Time

The time of execution of the project and the permanence of the plot is determined by the technical specification of the agroforestry system/forest plantation selected by the "Beneficiary".
The duration of the commitment (management and permanence of the plantation) is 20 years, while the payment agreement with the Beneficiary consists of an initial phase of 7 years, renewable throughout the accreditation period. The agreement may be amended and renewed from the seventh year onwards, to supplement the payment of additional credits sold on the market (resulting, for example, from excessive yields of the plantation) or from increases in the sale price of the credit.).

As described below in Table A:

Table a. Details of the selected forest system, estimated amount and duration.

Area ID Code	Year of planting	Type of plantation	Species	Extension (ha)	Years of Agreement Duration (Base Fund*)	Total potential amount over the course of the deal (EUR)**
		Forest plantation			7	

***Base Fund:** fund intended for the participant during the first 7 years of the program, conditioned to the correct implementation of the activities provided for in the management plan. From year 8 until at least year 12, the participant may have an additional fund (Additional Fund), also conditioned by the management plan.

The amount of the fund is calculated based on the average number of carbon certificates (PVCs) that can be produced per area, corresponding to the tons of CO₂ that it is estimated that the forest plantation can store over 20 years.

**** Total potential amount over the course of the agreement:** The agreed amount is in euros (EUR), but the corresponding amount will be delivered to the beneficiary in Guatemalan quetzals by check, applying the exchange rate in effect on the day of the transaction.

In those cases in which the "Beneficiary" cuts trees, in accordance with the provisions of the Management Plan, for the sale of wood or for any other economic benefit, it is necessary that after the first harvesting, the "Beneficiary" must carry out a forest recovery in the same area of the project with the same species that were harvested.

6. Distribution and payments of the established forestry/agroforestry system

(a) Of the total amount earned from carbon credit sales, 40% of this revenue is used for the coordination and administrative costs of the "zeroCARBON program"

(b) The remaining 60% of the proceeds are used for direct payments and to cover other costs for environmental services to the Beneficiary, which are distributed according to the payment scheme described in Table b.

Table b. Distribution of tracking in years of carbon subject to accreditation, saleable carbon and contingency

Year	Main activities	Payment Distribution (%)
1	Planting and maintenance Survival rate Pest protection Fire Protection	7%
2	Survival rate Pest protection Fire Protection	13%
3	Survival rate Pest protection Fire Protection	15%
4	Survival rate Pest protection Fire Protection	15%
5	Survival rate Pest protection Fire Protection Assisted natural regeneration	15%
6	Survival rate Pest protection Fire Protection Assisted natural regeneration	17%
7	Survival rate Pest protection Fire Protection Assisted natural regeneration	18%
TOT		100%



(c) Payments are made after monitoring and internal verification in the last quarter of each year (with exceptions), after a minimum of 30 days from the verification by zeroCO2 of the achievement of the targets; the community technicians are in charge of reviewing 100% of the plots in their community, then the zeroCO2 technicians carry out the verification of 10% of the monitored plots; or a specific one when any doubt arises.

To receive the corresponding payments, each beneficiary needs to demonstrate good management of the plantations and to have carried out the following activities as provided for in the approved Management Plan:

- I. Carry out the fire cut in the approved extension;
- II. Maintained vigilance throughout the year to prevent forest fires, damage to the forest and hunting of animals,
- III. Build, maintain and expand fire rounds,
- IV. Manage fuels and apply preventive forestry to prevent fires of both live and/or dead fuels.
- V. Maintain monitoring and control of forest pests.

(d) The results of the general monitoring information shall be reported to the farmers' registry, so that the amount of carbon derived from the monitoring can be accredited.

This serves as the basis for releasing the payment for each year, as described in table b.

(e) In order for the farmer to access his payment -depending on the year of monitoring-, he must demonstrate that he complies with 100% of the activities committed for that year. If progress falls short of the target, payments will be withheld until the completion of the activities envisaged in the management plan.

If the plot involved in the zeroCARBON programme (subject of the following agreement) is affected at any time by events due to force majeure (defined either as natural causes, e.g. storms, hurricanes, droughts and other natural causes, or as man-made causes, e.g. arson, deforestation, etc.), zeroCO2 will carry out a comprehensive analysis of the compliance with the plantation's maintenance activities by the beneficiary (e.g., pest and disease control, fire prevention and control). If it is demonstrated that the beneficiary has fulfilled its commitments, a solution to the problem will be sought in such a way that neither the beneficiary nor zeroCO2 are affected.

Any cause not contemplated in this contract will be evaluated and the procedure to be followed will be determined.