

Nature Intelligence for Business Grand Challenge

Innovator's Handbook

An innovation competition to unlock nature-related assessments
for small and medium enterprises worldwide

\$100,000+ in awards and incentives

Website:

<https://www.conservationlabs.com/natureintelligence>

Contact Us:

natureintelligence@conservationlabs.org



Table of Contents

Overview	3
Key Definitions	4
What is Nature Intelligence?	4
What is the LEAP Approach?	4
What is a Grand Challenge?	4
Nature Intelligence for Business Grand Challenge	6
Problem Statement	6
Challenge Statement	7
Challenge Guidelines	9
Eligibility	9
Timeline	10
Challenge Awards and Incentives	12
Evaluation Criteria:	12
Evaluators and Reviewers	14
Challenge Coalition	15
Challenge Administrators	15
Join the Coalition!	15
Annex 1. Application Questions	17
Annex 2. Terms of Participation	23
Annex 3. Resources for Applicants	38

Overview

The **Nature Intelligence for Business Grand Challenge** (Challenge) is a global call for solutions to unlock the potential of nature-related assessment for small and medium enterprises (SMEs) worldwide. The Challenge will award more than \$100,000 in funding, incentives, and assistance to support innovators with solution development and deployment.

Conservation X Labs (CXL) is implementing the Challenge, in conjunction with the Taskforce on Nature-related Financial Disclosures (TNFD) and the United Nations Development Programme (UNDP) with funding from the Government of Germany's International Climate Initiative (IKI). The goal of the Challenge is to provide promising innovators with support to advance innovations that make nature-related assessments more accessible and actionable for SMEs.

We are seeking innovations with at least a proof of concept (i.e. at least an Application Readiness Level of 3¹) that help SMEs understand and act on their nature-related dependencies, impacts, risks and opportunities and meet the specific needs and operational circumstances of SMEs. It's recommended that innovations employ TNFD's LEAP approach² for the nature-related assessment.

After an initial application and evaluation period, 8 to 10 Challenge finalists will be identified and invited to participate in a **feedback and testing phase** of the competition with SME users and customers in January to March 2026. The results collected during the feedback and testing phase will inform the final selection of competition winners.

Participating in this Challenge offers a number of benefits beyond funding for solution development and deployment, including:

- Global recognition, credibility, exposure at strategic events, and press coverage;
- Technical and business assistance and mentorship;
- Access and networking opportunities with the Challenge partner coalition, Corporate Advisory Group, and SME User Panel;
- Support with identifying additional funding for development and deployment;
- Preferred market access & deployment - including access to potential users, customers, follow-on funders, and scaling partners;
- Opportunities to collaborate and learn from peers working on cutting-edge products and digital tools.

The Challenge general application period opens on Friday, October 3, 2025, and closes on **Monday, November 24, 2025 at 11:59 PM ET (11:59 PM EDT / GMT -4)**. For more information and to apply, please visit the Nature Intelligence for Business Grand Challenge website: <https://www.conservationxlabs.com/natureintelligence>

¹ https://above.nasa.gov/meeting_jan2017/docs/thur/1145_Larson_ASTM3%20EKL%20copy.pdf

² <https://tnfd.global/publication/additional-guidance-on-assessment-of-nature-related-issues-the-leap-approach/#publication-content>

Key Definitions

What is Nature Intelligence?

Nature intelligence is moving beyond data, analytics and information to actionable insights on business interactions with nature. Nature intelligence is the ability to assess, understand, and act on nature-related dependencies, impacts, risks and opportunities and to improve business decision-making, resilience and success, and ultimately, contribute to a nature-positive economy.

What is the LEAP Approach?

The Taskforce on Nature-related Financial Disclosures³ (TNFD) is a global market-led, science-based and government-supported initiative that provides governments, businesses and financial institutions around the world with reporting guidance regarding their impact and dependencies on nature. TNFD has worked with Knowledge Partners and providers to design an integrated approach for the assessment of nature-related issues called the LEAP Approach⁴, or 'LEAP' for short (Locate, Evaluate, Assess and Prepare). LEAP is designed to be used by an internal project team in any organisation and involves four phases:

1. **Locate** your interface with nature;
2. **Evaluate** your dependencies and impacts on nature;
3. **Assess** your nature-related risks and opportunities; and
4. **Prepare** to respond to, and report on, material nature-related issues, aligned with the TNFD's recommended disclosures⁵.

LEAP is an internal due diligence assessment process. It is designed to help organizations take effective action to better manage nature-related impacts, dependencies and risks and identify new opportunities. It is not the only due diligence process or nature-assessment approach, but it is the recommended approach for applicants of this Challenge.

What is a Grand Challenge?

Grand Challenges are open innovation competitions that elicit multiple, different solutions from a range of diverse innovators. Grand Challenges are remarkably powerful tools that leverage the power of technology, innovation, and the genius present in a global crowd to change the world. They are meant to facilitate the participation of anyone looking to apply their talents and passion to solving a difficult problem.

³ <https://tnfd.global/>

⁴

<https://tnfd.global/publication/additional-guidance-on-assessment-of-nature-related-issues-the-leap-approach/#publication-content>

⁵ <https://tnfd.global/recommendations/#disclosures>

The benefits of Grand Challenges go beyond the identification of useful solutions to apply to a specific problem, they also:

- set aspirational goals for discovery and invention;
- attract new solvers to a problem;
- build communities of practice;
- draw global attention; and
- inspire novel partnerships that allow us to leverage resources at multiple organizations to scale up solutions.

Businesses, universities, and government agencies use Grand Challenges to spur innovation and provide opportunity for solvers to express their creativity, capabilities, and ideas.

Nature Intelligence for Business Grand Challenge

Problem Statement

To drive success and growth, businesses of every size around the globe depend on and interact with nature – from natural resources like water and productive soils, ecosystem services like pollination, or as exposure to risks like flooding or wildfires. Business resilience relies on nature’s resilience, yet nature is deteriorating globally and biodiversity is declining faster than at any time in human history. The majority of vital ecosystem services on which business and society depend, and which provide the foundation for every economy are in decline. The global economy is already operating outside the safe zones for seven of the nine planetary boundaries - processes that are critical for maintaining the Earth’s stability. Ecosystem services are not being appropriately priced by business and financial markets today. There is growing evidence that this poses risks for businesses, capital providers, financial systems and economies, and that these risks are increasing in severity and frequency.”⁶

The **TNFD** was set up to mobilize business innovation and private finance to halt and reverse nature loss and contribute to nature-positive outcomes, increase commercial opportunity, and reduce risks caused by nature loss. TNFD has created a set of disclosure recommendations⁷ and guidance that encourage and enable business and finance to assess, report, and act on their nature-related dependencies, impacts, risks and opportunities. The TNFD’s nature assessment, the LEAP Approach, has emerged as a powerful tool to help businesses better understand their interactions with nature and transform nature data and analytics into nature intelligence. **Nature intelligence**—actionable insights on business interactions with nature —is critical to building resilient supply chains and supporting nature-positive economies.

The number of companies tapping nature intelligence is growing, but there's a critical gap: small and medium-sized enterprises (SMEs). SMEs are the backbone of global supply chains; they represent 90% of businesses and more than 50% of employment worldwide⁸. Simultaneously, as larger corporations commit to comprehensive nature-related disclosures, SMEs increasingly serve as essential data providers. This places additional pressure on them to provide nature-related information to their downstream customers.

Yet SMEs lack dedicated expertise, infrastructure, and operational capacity to leverage nature intelligence to benefit their business. SMEs have no or limited access to the solutions that can provide them nature insights, improve resiliency of their business, and help them more easily complete nature reporting when customers require it.

⁶ <https://tnfd.global/about/why-nature-matters/>

⁷ <https://tnfd.global/recommendations/>

⁸ <https://www.worldbank.org/en/topic/sme/finance>

Without new solutions, SMEs risk being excluded from critical supply chains or financing opportunities, compromising their sustainability and competitiveness, as well as limiting the global community's ability to accurately measure and manage biodiversity impacts at the parts of the supply chain where impacts originate and are typically greatest.

Several key constraints must be addressed to ensure that SMEs can identify, assess, and manage their nature-related issues and respond to information requests from their downstream customers and their stakeholders. Barriers and constraints may include but are not limited to:

- **Limited Capacity:** Limited technical knowledge, language barriers, inability to dedicate human or financial resources to nature-related issues, limited digital literacy
- **Lack of Readily Available Business and/or State of Nature Data:** Lack of organized and/or digitized asset location data, data is at an insufficient resolution, etc.
- **Limited Connectivity:** Limited or inconsistent access to internet/ connectivity, electricity
- **Complexity of Nature-Related Assessments:** Lack of technical knowledge, lack of human and financial resources to adopt and deploy
- **Lack of Perceived Value to SMEs:** Perceived as another administrative burden or irrelevant to core business operations or risks, inability to act on nature intelligence

Successfully addressing these constraints would not only ease the operational burden on SMEs, but also significantly enhance global nature-related reporting accuracy, transparency, and effectiveness. It would enable SMEs to integrate seamlessly into sustainable supply chains and improve their resilience and market positioning in a nature-positive global economy.

Challenge Statement

Create solutions that enable small and medium-sized enterprises around the world to access nature intelligence and better assess and act on their nature-related dependencies, impacts, risks, and opportunities.

This challenge seeks audacious yet practical innovations that empower SMEs to overcome critical resource, knowledge, infrastructure, and capacity constraints to effectively identify and assess their nature-related issues consistent with the TNFD LEAP approach. Solutions should streamline SMEs' processes for identifying and evaluating nature-related dependencies and impacts. Solutions should be forward looking with the potential to help facilitate SMEs' integration into larger corporations' nature-related value-chain reporting obligations.

How might solutions (be):

- Intuitive with minimal training required;
- Available in multiple languages;

- Provide easy to interpret and actionable outputs;
- Require minimal nature or biodiversity expertise or scientific knowledge;
- Ready to use out of the box and with minimal set-up;
- Able to operate in limited connectivity environments;
- Accessible and manageable on a (smart) phone or other connected device; and/or
- Employ an open source, open data business model, or other innovative business model that encourages widespread adoption and accessibility?

Solutions should seek to create reliable and trustworthy outputs and nature intelligence that are meaningful and actionable to SMEs as well as serve reporting requirements of larger corporations, customers, and stakeholders.

Solutions may be digital solutions - phone applications, softwares, platforms that synthesize draw from reputable and scientifically sound state of nature data sources. They should harness automation and simplify data collection, management, interpretation and reporting. Artificial intelligence (AI) may be a part of solutions when it supports more efficiently and cost effectively achieving Challenge objectives while also considering and balancing any social and environmental impacts from using AI tools.

Challenge Guidelines

The Challenge seeks audacious yet practical innovations that empower SMEs to overcome: critical resource, knowledge, infrastructure, and capacity constraints to effectively identify and assess their nature-related issues consistent with the TNFD LEAP approach.

The Challenge is incentivizing and rewarding the creation or adaptation of processes, tools, and digital solutions that make nature-assessments more accessible and actionable for SMEs.

Eligibility

The competition seeks to inspire and identify **innovations** that:

- Make nature assessments (and specifically the TNFD LEAP approach) cheaper, easier to conduct and act on,
- At a minimum, will be ready to be tested by potential users and customers by January 2026

An innovation is a new or improved product or process (or combination thereof) that differs significantly from the unit's previous products or processes and that has been made available to potential users (product) or brought into use by the unit (process).⁹ For the purposes of this competition, an innovation is a **process, tool, and/or a digital solution** that, at a minimum, has a proof of concept by the application deadline and must have a prototype ready to be tested by potential users and customers by January 2026.

In addition, eligible applications must meet the following minimum requirements. Your application may be disqualified from the competition if it does not meet all of the following criteria:

- The application is complete and submitted by the deadline.
- The application is in English, Spanish, French, Mandarin, or Japanese. Applicants must acknowledge and accept that applications not submitted in English may be translated into English using translation software to facilitate evaluation.
- The innovation described in the application is within the Challenge scope.
- The innovation has reached at least an Application Readiness Level of 3 (Proof of Concept) by the application deadline and will be at Application Readiness Level of 4 (Prototype)¹⁰ by January 2026 in order to compete in the Feedback & Testing phase of the competition.
- The innovation will be ready to be tested by potential users and customers by January 2026.

⁹ <https://www.oecd.org/science/oslo-manual-2018-9789264304604-en.htm>

¹⁰ https://above.nasa.gov/meeting_jan2017/docs/thur/1145_Larson_ASTM3%20EKL%20copy.pdf

- The application is submitted by an individual of at least 18 years of age, organization, business, university, association, and/or civil society group. **Governments at any level are not eligible to apply.**

Multiple organizations may collaborate to submit an application, but one organization or individual must be named to assume the financial and administrative responsibility of the award. Organizations may submit more than one application for different, unique innovations.

Timeline

CXL, funders, and our coalition of partners will execute the Challenge according to the following timeline, and applicants should be prepared to test and validate their solution with SME users in the beginning of 2026 (January thru March 2026).

General Application of the Challenge opens on **Friday, October 3, 2025**, and closes on **Monday, November 24, 2025** (11:59 PM EDT / GMT -4). To apply visit the Challenge website: <https://www.conservationxlabs.com/natureintelligence>

The General Application questions are included in **Annex 1** of this Handbook for purposes of helping applicants prepare their applications, but final responses must be submitted via the application link on the Challenge website. Terms of Participation for this competition are available for review in **Annex 2** and must be accepted at the time of application of submission to be considered.

October 3, 2025	Challenge launch Challenge launches, general application opens
October 3, 2025 thru November 24, 2025	General application open period Applicants may submit a general application to describe the potential of their solution and compete for challenge awards and incentives.
November 24, 2025 (11:59 PM EDT / GMT -4).	General application closes
November 2025 thru December 2025	Initial evaluation & selection of Challenge Finalists External panels of expert reviewers will evaluate all eligible applications that fulfill minimum requirements. CXL will identify a shortlist of applications with high potential based on the recommendations made by the external reviewers' evaluations. If required, CXL will request an interview with shortlisted

	<p>applicants to determine final designation as a Challenge finalist.</p> <p>Challenge administrators shortlist approximately 8 to 12 applications, who may be vetted more thoroughly, and result in 8 to 10 Challenge finalists</p>
January 2026	<p>Challenge Finalists announced</p> <p>8 to 10 Challenge Finalists announced and invited to participate in the next phase of the competition: user feedback and testing.</p> <p>CXL will provide a user feedback and testing framework in January 2026 to facilitate Challenge Finalist's solution testing and collection of user feedback. CXL will facilitate access to a SME User Panel.</p>
January 2026 to March 2026	<p>Feedback & testing of Challenge Finalist solutions</p> <p>Each Challenge Finalist team is provided a USD \$5,000 stipend to support user testing, feedback collection, and validation. This period also allows Finalists to iterate on and improve their solution. Challenge administrators and partners will facilitate mentoring and networking opportunities for Finalists.</p>
March 2026	<p>Final evaluation</p> <p>Challenge Finalists will submit data and results from the user feedback and testing period as well as any additional information on solution updates or pivots for review and evaluation by an expert panel.</p> <p>Experts will review the finalists' user feedback and testing results and data and have the opportunity to ask questions of them to inform their final recommendations for up to three Challenge winners. Each Challenge winner will receive a \$20,000 grant to support solution development, adoption, and scaling.</p>
April 2026	<p>Winners announced</p> <p>Up to three winners will be announced based on user feedback and testing results and the final evaluation.</p>

Challenge Awards and Incentives

USD \$100,000 in funding will be distributed accordingly:

- **\$5,000** user testing stipend to each Challenge Finalist. Approximately 8 to 10 Challenge Finalists are expected to be named and awarded.
- **\$20,000** solution development grant to each Challenge Winner. Up to 3 Challenge Winners are expected to be named and awarded.

Additionally, Challenge Finalists will receive:

- Global recognition, credibility and validation, exposure at strategic events, and press coverage;
- Technical and business assistance and mentorship;
- Access and networking opportunities with the Challenge partner coalition, Corporate Advisory Group, and SME User Panel;
- Support with identifying additional funding for development and deployment;
- Preferred market access & deployment - including access to potential users, customers, follow-on funders, and scaling partners;
- Opportunities to collaborate and learn from peers working on cutting-edge products and digital tools.

Evaluation Criteria:

Panels of expert reviewers and judges will evaluate and score applications based on the following criteria:

Criteria	Description	Possible Points
1. DESIGN, INCLUSION, & SOLUTION FIT (30%)		
1a. Design & Functionality	The applicant's innovation is designed to work in SME operating environments in and across multiple continents and circumstances – including limited connectivity, for users with limited digital literacy, intermittent power availability, and data scarcity.	10
1b. Inclusion & Accessibility	The applicant's innovation ensures broad accessibility by being affordable, intuitive and easy to adopt, and adaptable across different languages, cultural contexts, value chains, and ecosystems.	10
1c. Problem-Solution Fit	The applicant demonstrates evidence that their innovation addresses a real and significant need and/or provides	10

Criteria	Description	Possible Points
	tangible benefits and actionable outputs to SMEs to address their nature-related issues.	
2. ACCURACY & RELIABILITY (20%)		
2. Accuracy & Reliability	The applicant's innovation has an ability to harness, synthesize, and provide analysis of likely dependencies and impacts on nature as well as potentially significant (material) risks and opportunities to their business, utilizing the LEAP approach with a high degree of accuracy and reliability.	20
3. INNOVATION & DIFFERENTIATION (10%)		
3a. Innovation	The applicant's innovation demonstrates transformative, novel, and creative elements.	5
3b. Differentiation	The applicant's innovation demonstrates unique applications of technology to automate and streamline the LEAP approved implementation for SMEs.	5
4. SCALABILITY & APPLICABILITY (15%)		
4. Scalability & Applicability	The applicant's innovation demonstrates significant potential for widespread adoption across different SMEs, industries, or regions and clearly identifies markets, geographies, and implementation partners.	15
5. FINANCIAL SUSTAINABILITY & BUSINESS MODEL INNOVATION		
5. Financial Sustainability & Business Model Innovation	<p>The applicant presents a clear and sustainable financial model with identified revenue streams and/or investment / funding pathways, allowing for maintenance of the solutions and team.</p> <p>The applicant demonstrates a clear and innovative business model that enhances affordability and access for SMEs.</p>	15
6. FEASIBILITY & TEAM		

Criteria	Description	Possible Points
6a. Feasibility	The applicant's innovation is technically feasible, backed by reliable technologies and methods, with a clear development roadmap and rational plan for scaling. This includes considerations for political and regulatory requirements and addressing externalities and unintended consequences, especially if the solution utilizes AI.	5
6b. Team	The Applicant's innovation demonstrates capability and reliability of the team, proven through effective past project delivery and relevant experience.	5
Total Number of Possible Evaluation Points		100

In addition to the above criteria, Challenge administrators will consider a number of factors in determining the final 8 to 10 Finalists including geographic distribution, representation from underrepresented groups (youth, female-led enterprises, etc.), and balancing approach and product.

Evaluators and Reviewers

Challenge administrators recruit and invite reviewers and evaluators based on recommendations from our partners, experts and customers in the field, and within our network. Our panels of reviewers and judges for this competition will be experts in a variety of relevant fields, including (but not limited to) sustainability, reporting and disclosures, biodiversity science, ecology, business, operations, supply chains, and investing.

Evaluators and Reviewers will sign non-disclosure agreements (NDAs) to protect the applicants in this competition. They will also be asked to declare any known Conflicts of Interest.

Challenge Coalition

The **Nature Intelligence for Business Grand Challenge** is made possible through the generous support of the Government of Germany's International Climate Initiative (IKI).

Challenge Administrators

Conservation X Labs (CXL) is the primary challenge administrator. CXL is a technology and innovation company that develops innovative solutions to prevent the extinction crisis. CXL creates new products in their labs, leads innovation competitions, and empowers talented innovators across disciplines to collaborate and revolutionize the future of conservation. Learn more at <https://conservationlabs.com/>

The Challenge is administered in conjunction with:

The **Taskforce for Nature-related Financial Disclosures (TNFD)** is a global market-led, science-based and government-supported initiative that provides governments, businesses and financial institutions around the world with reporting guidance regarding their impact and dependencies on nature. The TNFD is led by the Taskforce, a group of 40 members spanning various financial institutions, corporations and marketing service providers.

The mission of the TNFD is to provide science-based insights on nature-related issues through corporate reporting. The hope is that with more actionable information, organizations can integrate environmental considerations into their business strategies, decision-making and reporting. With input and expertise from leading scientific and conservation organizations, the TNFD defines key concepts aligned with the global baseline for sustainability reporting¹¹. Learn more at: <https://tnfd.global/>

The **United National Development Program (UNDP)** is the leading United Nations organization fighting to end the injustice of poverty, inequality, and climate change. Working with our broad network of experts and partners in 170 countries, we help nations to build integrated, lasting solutions for people and planet. The UNDP was a founding partner of TNFD¹² and is a core collaborator providing support and promoting the adoption of TNFD guidance, especially in developing countries and emerging markets. Learn more at www.undp.org/nature

Join the Coalition!

This is more than a competition — we're building a curious and committed community and network of support to put SMEs at the heart of resilient supply chains and nature-positive economies. As a collaborator, you can help accelerate transformative innovation while shaping how businesses worldwide integrate nature into decision-making.

¹¹ <https://www.ibm.com/think/topics/sustainability-report>

¹² <https://www.undp.org/nature/our-flagship-initiatives/tnfd>

Get involved: Reach out to natureintelligence@conservationxlabs.org to discuss any of the following partnership opportunities.

- **Corporate Advisory Group:** Guide the Challenge with your strategic expertise, provide technical insights, and connect innovators with the networks and resources needed to succeed.
- **SME User Panel:** Share your real-world experience as an SME. Provide feedback, highlight constraints, and shape solutions through consultations and public-facing events. As a panelist, you'll also serve as a direct user and tester of Challenge Finalists' innovations.
- **Coalition of Partners:** Amplify the reach and impact of the competition. Leverage your resources, visibility, and networks to grow a global community committed to scaling nature-positive solutions.

Your engagement can make the difference. Join us in unlocking affordable, scalable, and high-impact innovations that put nature at the center of business.

Annex 1. Application Questions

Your responses to these questions in this first section help Challenge Administrators to understand the impact and reach of the Challenge, and the motivations of applicants. In addition, your responses help us understand what additional technical or business support we or our partners might be able to provide.

Challenge Administrators value originality. While generative AI tools may be used as a support, applications should reflect applicants' own ideas, experiences and perspectives. Kindly declare if you use a generative AI-tool in your work. Please explain how AI is utilized in your creation process.

General Information:

1. Applicant Type:

- a. Individual
- b. Non-profit/ NGO
- c. For-profit / private sector
- d. University / academic
- e. Community organization (including cooperatives, associations)
- f. Public international organization
- g. Other:

2. Applicant Contact Information, Primary Point of Contact:

The person submitting this application is administratively and financially responsible for the application and any subsequent responsibilities.

- a. First Name:
- b. Surname:
- c. Email:
- d. Phone Number:
- e. Nationality:
- f. Country of Residence:
- g. Gender: (Male/Female/Nonbinary/ Other/ Prefer not to disclose) *(optional)*

3. Contact Information, Secondary Point of Contact (optional):

- a. First Name:
- b. Surname:
- c. Work Email:
- d. Work Phone Number:
- e. Nationality:
- f. Country of Residence:
- g. Gender: (Male/Female/Nonbinary/ Other/ Prefer not to disclose) *(optional)*

4. **Organization (if applicable):**
 - a. **In what country is your organization incorporated?**

5. **How did you learn about the Challenge? (choose all that apply)**
 - a. Professional listserv or network
 - b. Conference or webinar
 - c. Shared by a colleague or partner
 - d. Social media
 - e. Email newsletter
 - f. News or media article
 - g. Search engine
 - h. Direct email outreach from Conservation X Labs
 - i. Other:

6. **As my organization's primary point of contact and representative, I acknowledge and accept that if our team is named a Challenge Finalist that we will participate in the User Feedback & Testing phase in January thru March 2026.** (Check box to agree)

7. **If applicable, briefly explain the types of capital raised to date and the terms (e.g. amount, source, equity, grant, etc.)** *(optional)*
(Limit 100 words)

8. **Have you received any awards for this innovation? If so, please list.** *(optional)*
(Limit 100 words)

9. **Have you previously attended or currently, participating in any accelerators, incubators, or other business-development support programs? If so, which one(s)?**
(Limit 100 words)

10. **What additional non-financial support or market-related changes do you need to get your innovation to market? Select all that apply:**
Marketing, Pilot testing, Customer / user discovery, Validation or certification, Market sizing, Branding & Marketing, Legal & intellectual property advising, Other.

11. **Do you have any patents or have any intellectual property (IP) that you would like or are in the process of getting patented relevant to this innovation? Does anyone else have rights to your IP?**
(Limit 150 words)

12. Motivation for applying to the Challenge. Rank each of the following on a scale of 1 to 5 indicating the importance of these statements in your decision to apply to this Challenge.

- a) Ability to support a nature-positive economy
- b) Networking - The Challenge gives us an opportunity to meet new potential collaborators, peers, or partners.
- c) Opportunity to enter a new market.
- d) Visibility for our innovation.
- e) Impetus to further develop our innovation.
- f) Feedback and/or testing of our innovation.
- g) Access to potential customers, users, or clients.
- h) Access to the partners in the Challenge.
- i) Opportunity to refine the value proposition and business model of our innovation.
- j) The prize or grant money.
- k.) Other: _____

- 1 – Not at all important
- 2 – Somewhat important
- 3 – Important
- 4 – Fairly Important
- 5 – Extremely important

Expertise and Team:

13. List the full names for up to 3 team members working on this innovation, including the following demographic information and expertise for each team member:

- a. Name (first, surnames)
- b. Gender: (Male/Female/Nonbinary/ Other/ Prefer not to disclose) (*optional*)
- c. Nationality
- d. Country of residence
- e. Primary areas of expertise
- f. How many years has the team member been working on this innovation? (Enter the number of years)
- g. Please provide a URL for the team member's LinkedIn page or a link to their resume / CV if available

14. Please describe any additional organizations or partners supporting this application and how they are contributing. (*Optional*).
(Limit 100 words).

Technical Application:

1. Application Title:

Please provide a title for your application. We recommend a short title for easy reference to your organization or solution.

(Limit: 20 words)

2. What is your solution? Pitch your solution.

Describe your solution and how it works in simple terms. What is it? What does it do? How does it address the problem? (Limit: 250 words)

3. Will you have a prototype ready for when the user feedback and testing phase begins?

Yes / No / Other

4. Please select the stage of development for your innovation using the application readiness scale¹³ (Choose one):

- ARL 3 – Experimental proof of concept (e.g. applied research, first lab test completed)
- ARL 4 – Prototype or technology validated in lab
- ARL 5 – Validation in intended environment
- ARL 6 – Demonstration in relevant environment
- ARL 7 – Prototype part of user's decision making process
- ARL 8 – Proven to work in its final form and under expected conditions
- ARL 9 – Actually operational, successful use by users in their decision making activities
- Other:

5. Explain why you selected this stage of development for your solution. Describe how far along you are in the creation and deployment of your innovation. Where was it tested (if applicable) and what were the findings? List 2 to 3 milestones achieved to date and your next 2 to 3 milestones.

(Limit: 250 words)

6. Provide at least one of the following to demonstrate your innovation is at least the Proof of Concept stage.

- a) Link to photos, a conceptual diagram, and/or wireframes. Please provide the URL.
- b) If your solution is described on a website, provide the URL
- c) If your solution is an app, provide the URL
- d) If you have additional video content that explains your solution, provide a YouTube or Vimeo link.

7. How does the solution meet the specific needs and requirements of SMEs?

Include the top 2 to 3 SME pain points the solution solves; describe the primary users (role, sector, country examples); describe the benefits they receive (time/cost saved, risk reduced,

¹³ https://above.nasa.gov/meeting_jan2017/docs/thur/1145_Larson_ASTM3%20EKL%20copy.pdf

better decisions); and, include links to any early evidence (interviews, pilots, usage, revenue, or LOI).

(Limit: 250 words)

8. Describe how your solution can be used by a diverse set of SMEs (in different countries, value chains, languages, etc) and operating environments and circumstances (less connectivity, minimal scientific expertise, etc)?

(Limit: 250 words)

9. How does your solution guarantee reliability, scientific accuracy, and relevance of nature assessments for SMEs?

Please include your data sources, validation processes, accuracy/error measures.

(Limit: 250 words)

10. How does your solution or how could it align with the TNFD LEAP approach (Locate, Evaluate, Assess, Prepare)?

Which LEAP steps does your solution help SMEs complete, and how? What outputs does it provide at each step? How does it improve the efficiency, accuracy, or usability of the LEAP process for SMEs?

(Limit: 250 words)

11. What makes your solution innovative?

Describe why your solution provides a new or significantly improved approach to the problem. Explain how it could be catalytic: do you expect it to change the market or enable broader positive impacts? How?

(Limit: 200 words)

12. What is your competitive advantage?

How is your solution different from others on the market? Briefly describe what sets your solutions apart from your competitors.

(Limit: 200 words)

13. Briefly describe your business and/or funding model.

Your business model describes how you provide value to the populations you serve, both in terms of impact and revenue. What value, products or services do you provide to your key customers and users? Why do they want or need them? What and why are they willing to pay?

(Limit: 250 words)

14. What is your path to financial sustainability?

Explain how you will bring in money to fund your work, whether through sustained donations and grants, selling products or services, service contracts to governments, raising investment capital, etc.

(Limit: 200 words)

15. What barriers currently exist for implementation and adoption of your innovation in the field? Is your innovation compatible with the current legal and policy environment where you intend to implement your innovation?

Highlight specific financial, technical, legal, cultural, or market barriers that may limit the impact of your solution. What might need to change, or how will you overcome these barriers?

(Limit: 250 words)

16. Did this application use or does your solution use AI? If so, what are the main advantages of using AI in your solution? What safeguards are used and how are potential social and environmental impacts and risks managed and mitigated?

(Limit: 150 words)

17. Describe how your team has the expertise and capacity to develop, deliver, and scale your innovation. If your team receives broader support from your organization, describe any relevant capabilities or experience of your organization. Describe what gaps remain on your team.

(Limit: 250 words)

Annex 2. Terms of Participation

All Applicants will be asked to familiarize themselves with and agree to the following Participation Terms and Conditions before submitting their applications to the **Nature Intelligence for Business Grand Challenge**.

Participation Terms and Conditions – Nature Intelligence for Business Grand Challenge

The **Nature Intelligence for Business Grand Challenge**, hereafter referred to as the “Challenge”, the Challenge administrators at Conservation X Labs (CXL), Taskforce for Nature-related Financial Disclosures (TNFD), the United Nations Development Programme (UNDP) and the coalition of the Challenge partners (the “Coalition”) and financial sponsor at the Government of Germany’s International Climate Initiative (the “Funders”) request the applicant individual or organization, hereafter referred to as “the Applicant,” to carefully read the below Terms and Conditions “the Agreement” for participating in the Challenge.

By applying for the Challenge, it is understood that the Applicant has read the below Terms and Conditions in full. Applicant agrees that by submitting the application automatically grants the Applicant, and on behalf of all of the Applicant’s collaborators and team members, approval and acceptance of all of the Participation Terms and Conditions for the entire duration of the Challenge.

This Agreement contains important limitations on the Applicant’s rights that are necessary in light of Conservation X Labs’ (CXL) mission and dedication to the development of technology and innovation to address the causes of species extinction. In light of these limitations, the Applicant is encouraged to consult with legal counsel and ask any questions regarding its decision to enter into this Agreement and agree to these limitations. By entering into this Agreement, the Applicant represents and warrants that it has had such opportunity to consult with counsel and ask questions regarding this Agreement.

1.0 Compliance with Laws

The Applicant is obligated to comply with all applicable laws and acquire all necessary licenses, waivers, and/or permits from the applicable regulatory bodies or other applicable third parties depending on the applicant’s country of residence and product deployment. CXL are not required to advise the Applicant regarding such legal and regulatory compliance.

2.0 The Application

2.1 Application documents

All application documents submitted for the purpose of the Challenge must be in English language or another language (specifically - French, Spanish, Mandarin or Japanese) whereby the applicant accepts a translation software will be used to translate the application into English for evaluation. Only complete applications received by the deadline(s) will be considered.

However, CXL reserves the right to consider any application after the deadline on a case-by-case basis. By submitting an application, you accept these conditions for participation.

2.2 Application Deadline

The deadline for the general application deadline is Monday, November 24, 2025, 11:59 PM New York, Eastern Daylight Time (ET) (GMT -4hr). CXL reserves the right to extend the application deadline and adjust the deadlines or timelines of the Challenge for any reason.

2.3 Third-party sites

The Challenge website(s), where CXL provides hypertext links to other locations on the internet, is for information purposes only. CXL is not responsible for the content of any other third-party sites or other pages linked from or linking to this site. CXL has not verified the content of any such sites. Following links to any other sites or pages shall be at the Applicant's own risk and CXL shall not be responsible or liable for any damages or in another way in connection with linking. CXL is not responsible for webcasting or any other form of transmission received from any linked site. No endorsement or approval of any third parties or their advice, opinions, information, product or services is expressed or implied by any information on CXL's site. Applicants cannot set up a link from their site to CXL's site without a prior written confirmation from CXL.

3.0 Personal Information

Applicant gives consent to CXL to collect and use their personal information (name, email contact, mailing address) and the applicant organization (if applicable) for the purpose of administering the Challenge, within and outside Applicant's country. CXL shall not disclose or convey the point of contact's personal information to third parties, except to entrusted members of the Coalition for purposes related to this competition. CXL will ask permission to share Applicant legal representative's personal information for marketing of the competition and other opportunities that may arise from participation in the Competition.

3.1 International data transfer

The Challenge website(s) are operated in the United States. By using it, Applicant consents to have their personal and organization's information transferred, processed and stored in the United States.

4.0 Challenge Eligibility

4.1 "Eligible Entity"

In order to compete in the Challenge and/or receive: (i) any portion of the funding; (ii) any other monetary payment; or (iii) any non monetary consideration (collectively, "Award") under this Agreement, Applicant must be organized under a legal entity or an individual of at least 18 years of age. Applicant must be an "Eligible Entity," defined for the purposes of this Agreement as an entity that is:

- A valid existing legal entity (e.g., corporation, LLC, Sole proprietorship, nonprofit etc.) that is duly organized and in good standing in the jurisdiction of its organization or an individual of at least 18 years of age;
- Organized or residing in a jurisdiction where participation in the Challenge is not prohibited;
- Organized and operated in such a way that payments in U.S. Dollars may be legally deposited from the United States into a representative of the Applicant's bank account.
- Active in the Challenge, meaning that an Applicant must not have withdrawn, been found ineligible, been terminated, or been disqualified from the Challenge;
- If at any time during the Challenge, an Applicant's legal status or make-up changes, Applicant must provide written notice to Challenge Administrators within ten (10) business days of change. Failure to notify CXL of changes to an Applicant's legal status or make-up may result in loss of eligibility;
- If Applicant is not an Eligible Entity at any time, Challenge Administrators will have the right to reject the Applicant's entry or disqualify the Applicant if it has already applied, and the Applicant will have no right or opportunity to reverse Challenge Administrators' decision.

Challenge Administrators encourage participation by organizations from around the world without regard to race, nationality, politics, gender, sexual orientation, or ideology. However, United States law prohibits the exchange of services with, or payment of money to, individuals and entities in certain countries. To be eligible, a team must not include any individual or entity organized or with primary residence in Crimea – Region of Ukraine, Cuba, Iran, North Korea, Syria, or where otherwise prohibited by law.

4.2 Disqualification from the Challenge

At any time during the Challenge, at the sole and absolute discretion of CXL, CXL shall be entitled to disqualify an Applicant, in whole or in part, upon service of written notice to the Applicant, if:

- The Applicant (including any of the team members listed on an application) breaches any term of this Agreement;
- Applicant becomes embroiled in internal conflicts or disputes;
- A dispute arises concerning the acquisition, combination, collaboration or sharing of technical assets between Applicants;
- Applicant engages in conduct that is determined by CXL, in its sole discretion: (i) to be immoral, offensive or inappropriate; (ii) to reflect poorly on CXL, Funders, and/or any Coalition members of the Challenge; (iii) to be unsportsmanlike conduct (iv) to be disparaging to CXL or any CXL employee, director, Coalition member, or to any Coalition employee, director, sponsor or agent; or (v) to disrupt or harm, in any manner, the Challenge, CXL, the Funders, or any Coalition members;
- The Applicant is not an "Eligible Entity" as defined in Section (4.1) above; and/or Applicant fails to actively and productively participate in the Challenge.

4.3. Review for Completeness.

Conservation X Labs reserves the right and sole discretion to conduct an administrative review of any Entry or any Competitor in order to screen for completeness and other Entry Content requirements (as described in the Competition Terms and Conditions) before distributing approved Entries to the Reviewers.

4.4 Team composition and interaction with other Applicants

The Applicant may acquire or merge with another Applicant or acquire another Applicant's assets at any time during the Challenge. Each Applicant must provide Challenge administrators with ten (10) days' prior written notice of any such acquisition or merger.

5.0 Awards

The Challenge Administrators at CXL and the Coalition are responsible for recruiting and recommending external Reviewers and Judges. The Reviewers and Judges will make recommendations on the grant-winning and/or prize-winning Applicants. However, as the disbursers of the grant and prize funds, CXL reserves the right to make all final decisions in coordination with the Funders and other Challenge Administrators, and is solely responsible for certifying and implementing all final decisions in the Challenge.

Additionally, CXL reserves the right to

- Alter the number of grant or prize awards and their value,
- Pose clarifying questions to participants and/or ask for additional information,
- Remove a participant from award consideration if there is grounds to do so,
- Cancel the Challenge and/or prize.

5.1 Grant awards, prize purse and fees

Any and all fees and taxes incurred in the processing, transfer, allocation, currency exchange, or delivery of payment of an Award to an Applicant will be the responsibility of the Applicant. Should CXL be required to make such payments in order to complete delivery of an Award payment, said payments will be deducted from the grant amount or any other monetary award.

5.2 Payments to Applicant:

Applicant shall only be paid upon winning an Award and shall not receive payment for preparation or participation in the Challenge. The Applicant is solely responsible for all of their own costs. CXL shall make any necessary payment to the bank account specified by Applicants within ninety calendar (90) days after Applicant being declared a Challenge grantee or prize winner, as determined by the Judging Panel in its sole and absolute discretion, which shall make its decision without unreasonable delay. Applicant's bank account information will be provided to CXL prior to any expected payment and be dedicated to managing funds from this award. Compliance with payment instructions provided by Applicant shall constitute payment of the applicable Award. Applicants shall be solely responsible for any taxes arising from or relating to the payment of any Award.

5.3. Additional Agreements may be necessary for Challenge grantees and/or Winners

Applicants will be required to execute an Agreement for Challenge finalists and/or Winner Agreement as a condition to receiving an Award. If a Challenge finalists or Winner fails or refuses to sign and return these agreements within ten days of the request (or a shorter time as exigencies may require), the Challenge finalist or Winner may be disqualified and an alternate Challenge finalist or Winner may be selected.

5.4 Forfeiture of Award

Attempts to notify potential shortlisted applicants, Challenge Finalists, and Winners will be made using the contact information provided on the Finalist's, Challenge Finalist's and Winner's Entry. Challenge administrators are not responsible for e-mail or other communication problems of any kind. If, despite reasonable efforts, a shortlisted applicant, Challenge Finalist, or Winner does not respond within five days of the first notification attempt (or a shorter time as exigencies may require), or if the Award or Award notification is returned as unclaimed or undeliverable to such potential shortlisted applicant, Challenge Finalist, or Winner, such potential shortlisted applicant, Challenge Finalist, or Winner will forfeit the Award and an alternate shortlisted applicant, Challenge Finalist, or Winner may be selected. If any potential shortlisted applicant, Challenge Finalist, or Winner is found to be ineligible or has not complied with these Rules or declines the applicable Award for any reason, such potential shortlisted applicant, Challenge Finalist, or Winner will be disqualified, and an alternate shortlisted applicant, Challenge Finalist, or Winner may be selected.

6.0 Intellectual Property (IP)

6.1 Definition of Applicant Technology: Inventorship, including joint inventorship, of patentable developments or discoveries conceived and reduced to practice in connection with the Applicant's participation in the Challenge during the period of Applicant's active participation the Challenge ("Applicant Inventions") will be determined consistent with English Patent Law. Authorship, including joint authorship, of copyrighted works, and including computer software, created or fixed in a tangible medium of expression by Applicant in connection with Applicant's participation in the Challenge during the period of Applicant's active participation the Challenge ("Applicant Copyrighted Works") will be determined consistent with English Copyright Law. "Applicant Technology" shall include both Applicant Inventions and Applicant Copyrighted Works.

6.2 Ownership of IP: Applicant will retain all rights, titles and other ownership interests in Applicant Inventions and Applicant Copyrighted Works. Applicant will also retain all rights, titles and other ownership interests in Applicant's submission and in all inventions, patents, patent applications, designs, copyrights, trademarks, trade secrets, software, source code, object code, processes, formulae, ideas, methods, know-how, techniques, devices, creative works, works of authorship, publications, and/or other intellectual property not included in the definition of Applicant Technology ("Intellectual Property") developed by Applicant during the Challenge;

subject to the media rights granted by the Applicant to CXL pursuant to the Media Rights Agreement section incorporated into this Agreement.

7.0 Representations and Warranties

Applicant hereby represents and warrants that:

- Applicant is free to enter into this Agreement without the consent of any third party and has the capability to fully perform its obligations hereunder;
- Applicant is not a party to (and it agrees that it shall not become a party to) any agreement, obligation, or understanding that is inconsistent with this Agreement or might limit or impair CXL's rights or Applicant's obligations under this Agreement;
- There is no suit, proceeding, or any other claim pending or threatened against Applicant, nor does any circumstance exist, to its knowledge, which may be the basis of any such suit, proceeding, or other claim that could limit or impair Applicant's performance of its obligations pursuant to this Agreement;
- Applicant will not infringe, violate, misappropriate or interfere with the Intellectual Property, contract or other right of any third party in the course of performance of this Agreement or cause CXL or its affiliates to do any of the same;
- As of the date that submission of Entries is required, Applicant owns (or will own) all technologies, methods, resources and Intellectual Property in Applicant's Entry or Entries and/or has (or will have) all appropriate license rights in any and all third-party technologies, methods, resources and Intellectual Property ("Third-Party Technology") in such Entry or Entries, and that Applicant's Entry or Entries will be accompanied by and in accordance with all appropriate licenses in such Third-Party Technology.
- Any statement made by the Applicant that relates to CXL will: (i) be truthful and (ii) not disparage CXL or any of its affiliates, officers, directors, or board members, any member of the Advisory Board, Coalition, Judging Panels, or Challenge sponsors.
- The team will follow principles of good sportsmanship in participating in the Challenge.

8.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 "Losses" Defined: "Losses" means any losses, liabilities, damages (including, without limitation, personal injury, death or property damage), or claims, or any related costs and expenses (including, without limitation, attorneys' and other legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties).

8.2 Indemnification By Applicant: Applicant recognizes that it bears all the risks of its participation in this competition, and as such, Applicant agrees to indemnify, defend, and hold harmless CXL, and its affiliates, Coalition, Funders, and other Challenge participants and their affiliates, from and against any and all Losses which they may incur arising from or relating to Applicant and/or Applicant's participation in the Challenge

8.3 Disclaimer of Warranties: Except as expressly set forth in this agreement, no party makes any warranty, express or implied, regarding the subject matter of this agreement, including,

without limitation, warranties of merchantability, results of the Challenge, fitness for a particular purpose, title or non-infringement. Each party expressly disclaims all such warranties.

8.4. Limitation of Liability. (a) This challenge, the platform on which it is offered, and all content and communications associated therewith are provided “As Is” and “As Available” with all the faults and without warranty of any kind. To the full extent permissible pursuant to applicable law, Conservation X Labs, its contractors, its coalition partners, and its Funders, as well as the directors, officers, employees, agents, affiliates, licensors, and suppliers of each expressly disclaim any warranties, express implied, statutory, or otherwise, including warranties of merchantability, fitness for any particular purpose, and non-infringement.

(b) Under no circumstances will Conservation X Labs, its contractors, its coalition partners, and its Funders, and their directors, officers, employees, agents, affiliates, licensors, or suppliers of either, will be liable for any special, indirect, incidental, consequential, punitive, exemplary damages arising from participation in this competition, including the use of its website or platforms, or communications. This limitation of liability includes, but is not limited to, loss of profits, loss of data, loss of business or anticipated profits or savings, or disclosure of intellectual property.

(c) Without limiting the generality of the foregoing, You agree that Conservation X Labs, its contractors, its coalition partners, and its Funders, as well as the directors, officers, employees, agents, affiliates, licensors, and suppliers of each are responsible for any Loss arising out of, or in any way connected with:

- delay or inability to access or use CXL Platform;
- reliance on any Competition Information or other Content;
- any unauthorized access to, modification or alteration of Content;
- any Content sent or received or not sent or received;
- any transaction entered into through this Website;
- any infringement of rights, including disclosure of Intellectual Property Rights;
- any threatening, defamatory, obscene, offensive, harmful, inappropriate or illegal Content or conduct of any party;
- any Content sent by any third party using and/or included in this Website;
- termination of Your participation; or,
- any delays, interruptions, inaccuracies, errors, omissions or cessation of services.

9.0 Dispute Resolution

9.1 Definition of Dispute: “Dispute” shall mean any claim, controversy and/or dispute arising out of or related to this Agreement or the making, performance, breach, or interpretation of this Agreement, including, without limitation, any dispute relating to alleged tortious conduct, administrative decisions made by CXL in the operation of the Challenge and/or the decisions of any of the Review and Judging Panels.

9.2 Governing Law: This Agreement and all Disputes arising hereunder shall be governed and construed in accordance with the laws of the District of Columbia, United States of America (“Laws”), without regard to its conflict of laws rules.

9.3 CXL and Review and Judging Panels: Decisions made by CXL and/or the Review and Judging Panels: (i) are made in the sole and absolute discretion of CXL with the input of the Review and Judging Panels; (ii) are final; and (iii) are not subject to review, reconsideration, or contest.

By choosing to participate in the Challenge and the associated prize, participants waive the right to challenge the outcome and agree to be bound by the determinations of the Prize judges and CXL.

9.4 Goal of the Challenge: Applicant and CXL agree that a paramount goal of the Challenge is to inspire and educate individuals, attracting new enthusiasm, new investments, and new ideas to the field and increase the connection that individuals around the world to support the goals of the Challenge (“Goals”).

9.5 Public Disputes Cause harm to the Challenge: Applicant and CXL agree that Applicant, CXL, Coalition, Funders and all of the affiliates have invested a substantial amount of time, effort, and resources in the Challenge. Applicant and CXL agree that, in light of the Challenge’s ultimate goal of inspiring and educating individuals, any public dispute regarding any claim or controversy arising out of or related to this Agreement or the making, performance, breach, or interpretation of this Agreement, including, without limitation, any challenge to any decision by the Review and Judging Panels, would detract from the Goals defined in Section 9.4 above and would reflect poorly on Applicant, CXL, Coalition, Funders, and all of the affiliates of the Challenge. Further, any public dispute regarding any claim or controversy arising out of or related to this Agreement or the making, performance, breach, or interpretation of this Agreement, including, without limitation, any challenge to any decision by the Review and Judging Panels, will result in irreparable harm to CXL, Coalition, Funders, and all of the affiliates and prize fulfillment entities of the Challenge.

9.6 Resolution of Disputes pursuant to Agreement:

Any and all Disputes shall be raised and handled solely pursuant to the dispute resolution provisions set forth in this Agreement and in no other manner. Applicant and CXL agree that the mandatory and exclusive dispute resolution procedures in this Agreement are in the best interests of both Parties.

9.7 Mediation:

These Participation Terms and Conditions and our relationship with You will be governed exclusively by laws in force in Washington, D.C., USA. Any litigation arising out of or relating to the Nature Intelligence for Business Grand Challenge must be filed and pursued exclusively in the Courts of Washington, District of Columbia (D.C.), USA and you consent to the jurisdiction of and venue in such courts. If either Party resorts to legal action relating to the participation, the

prevailing party will be entitled to an award of all its costs and reasonable attorneys' fees. Prior to filing any litigation claim, Parties both agree to seek mediation with a third party, not directly associated with the claim and selected by mutual agreement from the standing members of the review committee of the Challenge, in an effort to resolve any dispute.

The Parties shall cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Each Party shall designate at least one (1) person with full settlement authority to attend an in-person mediation in Washington, District of Columbia, USA. The mediation must take place within thirty (30) days of a Party's written request to engage in mediation, unless agreed otherwise in writing by the Parties.

The Parties covenant that they shall participate in the mediation in good faith, and that they will share equally in the cost of the mediation, including mediator's fees. Further, each Party shall pay all expenses for its own participation therein. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by either of the Parties, their agents, employees, experts, and attorneys, and by the mediator, shall be confidential, privileged under the laws of the District of Columbia, including Section § 16-4203, and inadmissible for any purpose, including, without limitation, impeachment, in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

9.8 Arbitration:

If the Parties are not able to settle the Dispute in mediation pursuant to Section 9.7 above, Applicant and CXL agree that: (i) any Dispute; (ii) any issues pertaining to the Dispute; and/or (iii) any claim that this Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to and finally determined by mandatory and binding arbitration. Arbitration will be conducted in two stages as set forth below. As a condition precedent to arbitration of any Dispute, the Party seeking to arbitrate the Dispute must file a demand for arbitration with JAMS in Washington DC, as set forth in Section 9.8.4, within one hundred and eighty (180) days of the date of service of the Notice of Dispute. Failure to file the demand to arbitrate with JAMS within such 180-day period shall mean that any right to arbitrate or litigate in any manner such Dispute shall be forever forfeited and waived.

9.8.1 Mandatory and Binding Arbitration – The arbitration and the Parties' agreement therefore will be deemed to be self-executing, and if either Party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such Party despite said failure to appear and the matter will be dismissed with prejudice. Failure by either Party to pay the fees (or provide a required deposit) of the arbitrators and/or the arbitration administrator in accordance with the rules and policies of the applicable arbitration administrator will result in a forfeiture by the non-paying Party of the right to prosecute or defend the claim which is the subject of the arbitration, but will not otherwise serve to abate, stay, or suspend the arbitration proceedings. The Parties will share equally the arbitrators' fees and expenses, administrative expenses, or other costs incurred in the arbitration; provided, however, that each party shall bear its own attorneys' and experts' fees and its own costs incurred in connection with any

Dispute hereunder including the arbitration of any Dispute. Further, each Party shall compensate and pay all expenses for its employees and, with respect to Team, all other Team Members for their participation in the arbitration.

9.8.2 Scope of Arbitrators' Authority – The arbitrators will have no power or authority to grant attorneys' fees, punitive or exemplary damages as part of their award. In no event may the provisions of this Agreement, or any ancillary agreement executed in connection with this Agreement, including, without limitation, amendments to this Agreement, be waived, modified, changed, or otherwise equitably excused by the arbitrators at any arbitration hearing. The Parties do not grant the arbitrators the powers of an amiable compositeur and the arbitrators do not have the power to decide ex aequo et bono. The arbitrators will apply Washington DC substantive Law to the proceeding. The arbitrators will not have the power to commit errors of Law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. Any arbitration will be conducted in English in Washington D.C., USA.

9.8.3 Jurisdiction for Entering Arbitration Awards – The award of the arbitrators will be the exclusive remedy between the Parties regarding any claims, causes of action, counterclaims, issues, or accountings presented or pleaded to the arbitrators. Any petition, motion, or request to vacate the award shall be filed exclusively in the Superior Court of the District of the Columbia, and the Parties expressly consent to the exclusive jurisdiction of the District of Columbia.

9.8.4 Stage 1 Arbitration – The first stage of arbitration shall be conducted before JAMS in Washington DC, in accordance with the JAMS Optional Expedited Arbitration Procedures by three (3) arbitrators appointed as follows: each Party shall select an arbitrator, and such arbitrators shall select a third; provided, however, that in all events at least two (2) out of the three (3) arbitrators must be active members of the bar of a U.S. State and that each arbitrator must be fluent in English. The matters to be considered and determined by the arbitrators in Stage 1 Arbitration shall include and be limited to the following:

(i) First, the arbitrators shall determine whether or not the Party that served the Notice of Dispute strictly complied with the requirements set forth in Section 9.6 above. If the arbitrators determine that the Party that served the Notice of Dispute failed to strictly comply with the requirements of Section 9.6 above, then the arbitrators shall issue an award dismissing the Dispute with prejudice and ruling that the Party that served the Notice of Dispute shall take nothing thereunder.

(ii) Next, if (a) the arbitrators determine that the Party that served the Notice of Dispute did strictly comply with the requirements of Section 9.6 above, and (b) either Party asserts that the Limitation of Liability provisions set forth in Section 8.5 above are unenforceable in whole or in part, then the arbitrators shall next determine whether or not the Dispute is subject to the Limitation of Liability provisions set forth in Section 8.5 above and issue a ruling of their findings.

For purposes of this determination, the Parties agree and represent that the Limitation of Liability Clauses are not contrary to public policy.

(iii) Each Party's representation in this paragraph is a material inducement for the other party to enter into this agreement. If neither party asserts that the limitation of liability provisions set forth in Section 8.5 above are unenforceable in whole or in part, then the arbitrators shall issue a ruling that such provisions are fully enforceable with respect to the dispute.

(iv) All awards, decisions and rulings made with regard to the items specified above by the arbitrators in Stage 1 Arbitration shall be binding upon both Parties and upon the arbitrators in 9.8.4 Stage 2 Arbitration (if applicable). However, except as required to establish the decisions and rulings of the arbitrators, the records of the proceedings in Stage 1 Arbitration shall not be admissible as evidence in Stage 2 Arbitration proceedings.

9.8.5 Ninety (90)-Day Cooling Off Period – If the arbitrators have not dismissed the Dispute with prejudice when they issue their final rulings pursuant to Section 9.8.4 (i) above, then the Parties shall wait for a period of ninety (90) calendar days before proceeding with Stage 2 Arbitration, during which ninety (90)-day period, the Parties agree to negotiate in good faith to resolve the Dispute. This period may be extended by mutual agreement of the Parties.

9.8.6 Stage 2 Arbitration – If necessary, the second stage of arbitration shall be conducted before the International Chamber of Commerce (ICC) in Washington DC, in accordance with the then-prevailing Rules of Arbitration of the ICC by three (3) arbitrators appointed as follows: each Party shall select an arbitrator, and such arbitrators shall select a third; provided, however, that in all events at least two (2) out of the three (3) arbitrators must be active members of the bar of a U.S. State and that each arbitrator must be fluent in English. Notwithstanding the foregoing, none of the arbitrators used in Stage 1 Arbitration may be selected in Stage 2 Arbitration.

9.9 Attorney's Fees:

Unless otherwise expressly set forth herein, the Parties shall bear their own attorney's fees, costs, and expenses in connection with the matters set forth in the Agreement.

10. Confidentiality

10.1 "Confidential Information" Defined:

Pursuant to this Agreement, each Party may provide the other, or its affiliates, certain information or material that is confidential to the disclosing Party. Such information or materials shall be marked as "Confidential" by the disclosing Party prior to disclosure.

10.2 Exclusions from "Confidential Information":

Information or material will not be considered as confidential hereunder if it: (i) is public knowledge as of the Effective Date or subsequently becomes such through no breach of this Agreement; (ii) is rightfully in the receiving Party's possession prior to the disclosing Party's disclosure, as shown by written records; (iii) is rightfully disclosed to the receiving Party by a

third party without restriction on its disclosure; (iv) is independently developed by or for the receiving Party without reliance upon Confidential Information received from the disclosing Party; and/or (v) is required to be disclosed by law.

10.3 Obligation of Confidentiality:

Each Party will: (i) hold the other Party's Confidential Information in confidence (using at least the same measures as it does to protect its own Confidential Information of a similar nature) and not disclose the Confidential Information to any third party except to the extent permitted by the terms of this Agreement; and (ii) not remove or permit to be removed from any item any proprietary, confidential, or copyright notices, markings, or legends placed thereon by either Party. This obligation will continue in effect for five (5) years after expiration or termination of the Agreement.

10.4 Applicant's Entry and Submissions:

Conservation X Labs acknowledges that information relating to technical aspects of any Entry developed by an Applicant and submitted to CXL's platform or the Judging Panel as required by this Agreement, will be deemed Confidential Information of the Applicant, regardless of whether or not it is marked as such.

10.5 Injunctive Relief:

Each Party acknowledges that money damages would not be a sufficient remedy for any breach of this Section 11 above (Confidentiality), and such breach would result in irreparable harm for which there is no adequate remedy at law. Accordingly, in the event of any such breach or threatened breach, each Party, in addition to any other remedies that it may have, will be entitled, without the requirement of proving actual damages or posting a bond or other security (to the extent permitted under Law), to obtain equitable relief, including without limitation injunctive relief and specific performance in any court of competent jurisdiction.

10.6 Remedies:

The remedies stated in Section 11.5 above are non-exclusive and the exercise of any right a Party may have will not preclude the exercise of any other right under this Agreement, at law, or in equity.

11. Media Rights Agreement

11.1 Unlimited License

CXL intends to capture audio, video, digital, and photographic material related to the Challenge ("CXL Media"). CXL shall retain (on behalf of itself, its Coalition, and Funders) the right to use Applicant's name, likeness, image, and biographical information in any and all media for any purpose, including, without limitation, advertising and promotional purposes relating to the Competition and (b) releases CXL, its contractors, its coalition partners, and its Funders, as well as the directors, officers, employees, agents, affiliates, licensors, and suppliers of each, from any liability with respect thereto.

11.2 Right of Access

The Applicant shall give Conservation X Labs preferential (above Applicant media partners and other media organizations) access to any and all Applicant facilities or events for the purposes of the capture of CXL Media for later usage; these requests shall not be unreasonably denied or delayed. Applicant shall use best efforts to provide similar access to facilities of Applicant contractors, Funders, or partners for the purposes of capture of CXL Media. If such access is not possible, such as for reasons of confidentiality or health and safety, Applicant shall provide a CXL with a written communication describing with particularity the reasons that such access is not possible. CXL shall consider such communication in good faith and will then determine whether or not (in its sole discretion) to waive this requirement with respect to the particular facility or event. The parties acknowledge and agree that Applicant's agreement to provide such preferential access constitutes material consideration under this Agreement and CXL's ability to capture and use CXL Media in communications to the general public is a primary purpose for which the Challenge is conducted. Accordingly, submission of bad faith requests or other abuse of this provision may, in the sole discretion of CXL, result in Applicant's disqualification or other adverse consequences to Applicant. Applicant agrees to execute all papers and to perform any acts as CXL may deem necessary to secure for CXL or its designee the rights herein assigned or granted, including, without limitation, any third-party consents that may be necessary to capture and use CXL Media. Further, Applicant irrevocably appoints CXL as Applicant's attorney-in-fact to do all of the foregoing, such appointment being coupled with an interest.

11.3. No Limitation on License

CXL shall have the right to use, copy, sublicense, modify, transmit, display, distribute, perform, make, sell, assign, license, transfer, import, export, and otherwise dispose of or exploit CXL Media in any manner or medium whatsoever, existing now or in the future, including, without limitation, all motion picture rights of every kind, including, without limitation, theatrical and documentary motion picture rights, television motion picture rights, and home video rights, and all allied, subsidiary, and derivative rights, including, without limitation, sequel, prequel, and remake rights, novelization, comic book, comic strip, newspaper comics, "making of" book, merchandising rights, commercial tie-ups, stage rights, radio rights, webcast rights, internet display rights, and promotional and advertising rights, including, without limitation, the right to broadcast over radio, television, the internet, and all other media, advertisements with respect to any production produced based on the Challenge or the story of the Challenge. The right to capture and use CXL Media shall include, without limitation, all rights and title in and to any and all audio, video, or photographic material created by, or on the behalf of, CXL or its agent, representatives and assignees. CXL shall not receive any pecuniary consideration in exchange for the license or distribution of CXL Media. Except as necessary for purposes of judging the Challenge, CXL will not require Applicant to disclose their Craft in disassembled form or permit access to discussions with respect to pending patent applications or other Confidential Information of Applicant. Nevertheless, Applicant bears ultimate responsibility for ensuring that its Confidential Information is not revealed during the recording of any CXL Media.

11.4. Depiction of Intellectual Property.

If CXL desires to depict any Applicant Intellectual Property not covered by the grants of rights herein in its production of CXL Media or for advertising or promotional purposes, CXL shall submit a request to Applicant for permission to use such materials solely for such purposes of producing media content or educational materials related to the Challenge. Applicant agrees not to unreasonably withhold, condition, or delay approval for CXL to depict Applicant Intellectual Property for production of CXL Media or educational materials related to the Challenge, it being understood that such approval would be withheld reasonably if it were to unduly interfere with Applicant's revenue generation, efforts to file patent applications, agreements with financiers or customers, or trade secrets. Furthermore, Applicant agrees not to unreasonably withhold permission for advertising or promotional use related to the Challenge. Applicant shall use best efforts to respond to such requests within ten (10) business days. If the content of any CXL Media is subject to 17 U.S.C. 106A or any similar laws, Applicant hereby irrevocably waives and agrees not to assert all rights under such laws and irrevocably appoints CXL as its agent to assert on Applicant's behalf, Applicant's moral rights or any equivalent rights regarding the form or extent of any alteration to the CXL Media (including, without limitation, removal or destruction) or the making of any derivative works based on the CXL Media, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for CXL's purposes.

11.5. Prior Review of Applicant Media Partners

The Applicant acknowledges that it shall not engage in any form of communication, promotion or endorsement of the Applicant's work or involvement with the TNFD or UNDP, including but not limited to social media platforms or any other communication and marketing media, without the prior written approval of the TNFD Secretariat or UNDP Nature Hub.

CXL will use reasonable efforts to promote the Challenge. CXL also anticipates that Applicant may enter agreements with media partners that are interested in promoting Applicant's participation in the Challenge ("Applicant Media Partners"). Applicant shall provide notice to CXL no later than thirty (30) calendar days prior to the execution of any agreement with an Applicant Media Partner, by submitting the following information to CXL: (i) name of Applicant Media Partner; (ii) a brief description of the media, marketing, or promotional rights granted to the Applicant Media Partner; and (iii) a written summary of the business points of any agreement with the Applicant Media Partner. CXL shall review such agreement terms within ten (10) business days. If such contracts or relationships involve any contractual or implicit commitment to exclusivity, then CXL may impose limitations on or reject the proposed Applicant Media Partner Agreement as CXL determines to be in the best interests of the Challenge. CXL may also reject the proposed Applicant Media Partner Agreement, if such agreement, in CXL's sole opinion: (i) would cause Applicant to breach any term of this Agreement; (ii) would require unsuitable advertising including, but not limited to, any advertising that depicts, describes, implies, or promotes obscene or sexually explicit matters, libelous or illegal matters, violence, racial, sexual or other types of legally prohibited discrimination, a particular political view, or may infringe on or otherwise violate any rights of CXL or any third party; (iii) conflicts with the

exclusivity of or jeopardizes any sponsorship associated with the Challenge; or (iv) undermines the Challenge, its underlying goals, or the mission of CXL. Team is encouraged to work with CXL well prior to finalizing any agreements with an Applicant Media Partner to streamline the approval process. If Applicant has signed agreements with Applicant Media Partners or other similar relationships prior to the execution of this Agreement, Applicant shall provide to CXL a detailed written summary of the business points of such agreements and shall amend or terminate such agreements upon request by CXL in accordance with this Exhibit.

Annex 3. Resources for Applicants

TNFD Resources

LEAP Approach

<https://tnfd.global/publication/additional-guidance-on-assessment-of-nature-related-issues-the-leap-approach/>

Knowledge Hub

<https://tnfd.global/knowledge-hub/>

Publications

<https://tnfd.global/tnfd-publications/>

Resources on Innovation & Innovation Processes:

NASA Application Readiness Levels metric

https://above.nasa.gov/meeting_jan2017/docs/thur/1145_Larson_ASTM3%20EKL%20copy.pdf