

Enviromaint Memorandum of Understanding and Weed Management Services Agreement

Effective from: _01_ / _09_ / 2026 “Rates will be reviewed (6 months from effective date).

Existing engagement contracts will be protected from any rises for the duration of the contract. Changes advised in writing at least 14 days before taking effect.

Purpose of this Agreement

This document serves as both a Memorandum of Understanding ("MOU") and a legally binding Weed Management Services Agreement between Enviromaint ("the Provider") and the Client ("the Client").

The MOU component records the Parties' shared commitment to responsible environmental stewardship, long-term site improvement, regulatory compliance, and effective weed management outcomes.

The Service Agreement component establishes the legally binding rights and obligations of the Parties relating to the provision of weed management services, including fees, access arrangements, liability allocation, compliance requirements, variations, and termination provisions.

By signing this Agreement, the Parties acknowledge their intention to be legally bound by its contractual provisions while recognising the cooperative principles outlined within this Memorandum of Understanding.

M.O.L.D. Methodology and Long-Term Value

The Client acknowledges that Enviromaint performs weed management and ecological restoration services using the **Method of Least Disturbance (M.O.L.D.) Framework**, a

systems-based methodology developed to achieve long-term ecological outcomes while reducing unnecessary disturbance.

The Parties acknowledge that the purpose of the M.O.L.D. Framework is not merely to control weeds, but to reduce long-term management costs, minimise unnecessary disturbance, and improve long-term ecological outcomes through strategic and evidence-based intervention.

The Parties acknowledge that the M.O.L.D. framework is intended to:

- Minimise unnecessary ecological disturbance.
- Preserve habitat structure, soil integrity, and ecological function.
- Disrupt invasive feedback networks rather than repeatedly treating symptoms.
- Reduce long-term management costs through strategic intervention and reduced reliance on repeated treatment cycles where practicable.
- Support passive ecological recovery processes wherever viable recovery pathways remain available.
- Deliver sustainable long-term outcomes rather than short-term cosmetic improvements.

The Client acknowledges that recommendations provided by Enviromaint are intended to maximise the long-term value of management investment and reduce future treatment liabilities wherever reasonably practicable.

The Client further acknowledges that declining recommendations made under the M.O.L.D. framework may reduce treatment effectiveness and may increase future management costs, disturbance levels, reinfestation risk, or ecological degradation.

Enviromaint reserves the right to decline instructions that are inconsistent with the M.O.L.D. framework, applicable legislation, environmental obligations, workplace safety requirements, or the Provider's professional assessment of ecological risk

The Parties acknowledge that Enviromaint has been engaged on the basis of its professional expertise and the Method of Least Disturbance (M.O.L.D.) Framework. Recommendations are intended to minimise long-term management costs, reduce future treatment requirements, and improve ecological outcomes through strategic intervention rather than repeated disturbance.

The Method of Least Disturbance (M.O.L.D.) Framework, associated methodologies, reports, templates, processes and intellectual property remain the property of Enviromaint unless otherwise agreed in writing.

Professional Methodology

The Client acknowledges that Enviromaint has been engaged on the basis of its professional expertise and methodologies.

Where the Client requests actions that are inconsistent with the Provider's professional assessment, the M.O.L.D. Framework, environmental obligations, legislative requirements, or accepted industry practice, the Provider may decline such instructions and propose an alternative course of action.

Nothing in this Agreement obligates the Provider to undertake works which, in the Provider's reasonable opinion, would increase ecological degradation, unnecessary disturbance, environmental risk, legal exposure, or long-term management costs.

Management Decisions and Project Outcomes

The Parties acknowledge that weed management and ecological restoration outcomes are influenced by treatment methodology, treatment timing, site conditions, ongoing maintenance, and the implementation of professional recommendations

The Client acknowledges that Enviromaint's recommendations are intended to reduce long-term management costs, minimise unnecessary disturbance, disrupt invasive feedback networks, and improve long-term ecological outcomes through the application of the Method of Least Disturbance (M.O.L.D.) Framework

Where the Client elects not to implement recommendations provided by the Provider, Enviromaint shall not be responsible for outcomes that are reasonably attributable to that decision, including but not limited to increased treatment requirements, reinfestation, ecological decline, increased management costs, or delays in achieving project objectives

The Client acknowledges that weed management and ecological restoration outcomes cannot be guaranteed. Results may be influenced by climatic conditions, soil disturbance, dormant seed banks, neighbouring land management practices, wildlife activity, natural regeneration processes, and other factors beyond the Provider's reasonable control.

Shared Objectives

The Parties agree to:

- Promote responsible and effective weed management practices.
- Protect and enhance environmental, ecological, cultural heritage, and property values.
- Comply with all applicable legislation and regulatory requirements.
- Minimise unnecessary ecological disturbance and avoid actions that may compromise long-term site outcomes.
- Maintain open communication regarding site conditions, treatment outcomes, risks, and opportunities.

Support long-term ecological improvement through adaptive management and evidence-based decision making.

Shared Responsibility for Outcomes

The Parties acknowledge that successful weed management is a collaborative process requiring implementation of appropriate treatment methods, ongoing site stewardship, and timely decision-making.

Enviromaint accepts responsibility for providing professional advice, implementing agreed services, and applying the M.O.L.D. Framework in accordance with industry standards and applicable legislation. The Client accepts responsibility for decisions relating to site management, budget allocation, implementation of recommendations, access arrangements, and ongoing maintenance obligations.

Client Participation and Cooperation

The Client acknowledges that successful outcomes depend on cooperation between the Parties and adherence to the agreed management methodology.

The Client agrees to:

- Provide accurate site information.
- Consider recommendations provided by Enviromaint in good faith.
- Avoid directing works that may cause unnecessary ecological disturbance or compromise agreed site objectives.
- Participate in discussions regarding treatment priorities, timing, sequencing, and ongoing management strategies.
- Recognise that short-term visual appearance may differ from long-term ecological outcomes.

Parties

This Weed Management Services Agreement (“Agreement”) is entered into by and between Enviromaint the Service Provider (“Provider”) and the Client (“Client”), collectively referred to herein as “the Parties,” for the purpose of establishing the terms under which professional weed management services shall be rendered for the designated property. The agreement sets forth the mutual understanding and expectations between both parties regarding the provision of highly specialised weed management services for the nominated site. By defining roles, responsibilities, and standards of performance, the following terms ensure clarity, transparency, and accountability throughout the duration of the professional relationship.

Scope of Services

The Provider is engaged to deliver comprehensive weed identification, targeted treatment, and ongoing management solutions in strict accordance with the Catchment and Land Protection Act 1994 (CaLP Act), as well as all applicable environmental statutes and regulations. All services will be carried out utilising industry-leading methodologies, equipment, and best practices, with a commitment to regulatory compliance and the minimization of adverse impacts on non-target species or features.

Further, the Provider shall proactively monitor evolving legislative frameworks and integrate new compliance measures when required, thereby ensuring that service delivery remains both lawful and effective throughout the engagement.

Services include, but are not limited to:

- Identification and treatment of invasive and noxious weed species
- Application of herbicides and other approved control methods
- Scheduled maintenance and follow-up treatments
- Site inspections and reporting
- Advice on long-term weed management strategies

Client Responsibilities

1. The Client shall furnish detailed and accurate information regarding the site, including but not limited to sensitive vegetation zones, delineation of cultural heritage areas, geospatial data, and comprehensive records of prior treatments

administered.

2. The Client is obligated to disclose any plantings, landscaping elements, infrastructure, or property features potentially susceptible to disturbance during weed management activities in order to facilitate accurate risk assessment and mitigation planning.
3. The Provider shall not be liable for losses, damage, treatment outcomes or delays arising from incomplete, inaccurate or omitted site information supplied by the Client.

4. Site Access

4.1 The Client shall provide reasonable access to the property during agreed service times.

4.2 Any delays caused by restricted access may result in additional charges.

5. Recommendations provided by the Provider may be accepted, declined, or modified by the Client. Where recommendations are declined or modified against professional advice, the Provider may document the decision in writing and shall not be responsible for outcomes reasonably attributable to that decision.

Independent Contractor

Nothing in this Agreement creates a partnership, employment relationship, joint venture or agency arrangement between the Parties. The Service Provider acts as an independent contractor.

Liability Disclaimer

While the Provider will employ commercially reasonable efforts and expertise to achieve optimal treatment outcomes, the Parties acknowledge that liability is expressly excluded under the following circumstances, Enviromaint is covered by \$20,000,000 public liability insurance:

6. Regrowth, recurrence, or reinfestation originating from environmental variables, neighbouring properties, or other sources outside the scope of contracted

treatment.

7. Accidental harm to non-target vegetation caused by undisclosed plantings, misidentification, or inaccuracies within client-supplied site documentation.
8. Force Majeure: The Provider shall not be liable for delays caused by weather, fire, flood, government restrictions, biosecurity controls or other events beyond reasonable control. Scheduling alterations or delays necessitated by inclement weather, regulatory actions, or unforeseen external constraints.
9. Fines, penalties, or enforcement proceedings resulting from the Client's failure to comply with statutory obligations as stipulated by the CaLP Act 1994.
10. Impacts on cultural heritage sites attributable to incomplete consultations with Traditional Custodians or lack of sufficient site information.
11. Any damage to non-target vegetation, structures, or property features arising from insufficient or erroneous site mapping or data supplied by the Client.
12. To the maximum extent permitted by law, the Provider's total liability arising from or in connection with the services shall not exceed the total fees paid by the Client under this Agreement during the preceding 12 months.

Compliance and Indemnification

The Client is solely responsible for maintaining full compliance with all relevant laws, ordinances, and industry standards governing the property, inclusive of mandated duties under the CaLP Act 1994. The Client agrees to indemnify, defend, and hold harmless the Provider from and against any and all claims, fines, losses, liabilities, enforcement actions, or damages (direct or indirect) resulting from non-compliance, omission, or negligence with respect to statutory or regulatory requirements.

The Service Provider will:

13. Comply with all applicable laws and regulations, including the *Catchment and Land Protection Act 1994* Agriculture Victoria and EPA Victoria guidelines.
14. Ensure all technicians are appropriately trained and certified.
15. Provide Material Safety Data Sheets (MSDS) for all chemicals used, upon request.
16. Follow OH&S protocols and site-specific safety requirements.
17. The Service Provider holds public liability insurance of \$20,000,000. A certificate of currency will be provided upon request.

- 18.** The Service Provider shall not be liable for indirect, incidental, or consequential damages, including loss of business or property damage, except to the extent required by law.
- 19.** The Client agrees to indemnify the Service Provider against any third-party claims arising from misuse, unauthorised access, or failure to follow post-treatment instructions.

Delays and Scheduling

Service timelines are contingent upon climatic conditions, access permissions, regulatory developments, and other factors beyond the Provider's immediate control.

- 20.** The Provider will promptly notify the Client of any necessary adjustments to scheduling and will endeavour to minimise disruption to the agreed service plan.
- 21.** Both Parties agree to cooperate expeditiously to resolve scheduling conflicts and facilitate timely project completion.

Documentation and Communication

A thorough record of all treatments, monitoring activities, and site assessments will be maintained by the Provider and made available to the Client upon request. The Provider will advise the Client of any recommended follow-up actions, site management adjustments, or emergent issues requiring attention, thereby fostering transparent and ongoing dialogue throughout the term of this Agreement.

Environmental Protection

All necessary actions will be undertaken to ensure compliance with local, state, and federal environmental regulations relevant to the service area. Should an incident occur with potential environmental consequences, the Provider will promptly assess the situation and execute appropriate remedial measures, consulting with the Client when feasible. This dedication to environmental stewardship encompasses responsible waste disposal, minimising chemical usage where practicable, and prioritising sustainable materials and methods. The Service Provider will employ all reasonable efforts to reduce environmental impact.

- 22.** Herbicide use near waterways or sensitive habitats will comply with relevant environmental regulations.

- 23.** The Client will be notified of any environmental risks or required permits.

Performance Benchmarks

The Service Provider will aim to achieve the following benchmarks:

- 24.** A Performance targets will be documented within the site-specific treatment plan where applicable.
- 25.** A Site report with photographic evidence.

Modification of Terms

Amendments, modifications, or supplemental provisions to the treatment plan or the Agreement itself may be implemented as warranted by site changes, shifts in regulatory requirements, or newly-identified environmental factors. Such modifications are subject to mutual written consent of both Parties.

Fees and Payment

All prices are in AUD and exclude GST unless stated otherwise.

The Client agrees to pay \$82 per hour (exclusive of GST), excluding the cost of chemicals, which will be itemised separately based on the amount used per litre.

- 26.** Invoices will be issued either after each service provided or monthly depending upon contractual arrangements.
- 27.** Payment is due within one month of invoice date.
- 28.** Invoices are payable within 30 days. Accounts outstanding more than 7 days after the due date may incur an administration fee of \$50 per month. Accounts outstanding more than 60 days from the invoice date may incur interest at 1.5% per month on the overdue balance until paid in full.
- 29.** All prices are exclusive of GST unless otherwise stated.
- 30.** Rates will be reviewed every six months. Existing engagement contracts will be protected from any rises for the duration of the contract.

- 31.** Travel is included within a 30 km radius of Capel Sound. Beyond this distance travel will be charged at \$1 per km.
- 32.** Minimum charge:
 - Minimum engagement of 3 hours per person, per job. “Labour charged per person per hour. Crew size depends on the job and availability. Minimum 3 hours per person applies to time on site”.
 - When a 3rd person is used: “Adding an extra team member reduces job time and improves turnaround.

What’s included

- 33.** Labour on site for the agreed scope of work.
- 34.** Basic tools required to complete standard tasks.

Consumables/ Materials / Parts

- 35.** Materials and parts are charged in addition to labour (quoted or agreed before supply where possible).

Variations / additional work

- 36.** Any services requested by the Client that are outside the agreed scope of work shall be treated as a Variation. Variations may be charged at the Provider's current rates or be subject to a separate quotation, at the Provider's discretion. The Provider will obtain the Client's approval before commencing any Variation work. Approval provided by email, SMS, text message, or other recorded communication shall be deemed written approval.

Termination

This Agreement may be terminated by either party with [7 days] written notice. Termination does not relieve the Client of payment obligations for services already rendered.

Governing Law

This Agreement shall be governed by the laws of the State of Victoria, Australia. In the event that any disputes are not resolved through mutually agreed methods, including mediation or arbitration, such matters shall be adjudicated by the courts of Victoria.

Terms and Conditions

By engaging the services outlined herein, the Client affirms acceptance of all terms and undertakes to provide timely access, requisite site information, and cooperation as stipulated. Both Parties understand and agree that the success and legal compliance of the weed management programme depends on open communication, adherence to statutory and safety protocols, and transparent documentation of all activities performed under the Agreement.

Acceptance

By signing below, the Provider and the Client each acknowledge, accept, and agree to be bound by the terms and conditions set forth in this Agreement, and further represent their authority to execute this Agreement on behalf of their respective organisations.

Service Provider Signature:

Name:

Date:

Client Signature:

Name:

Date: