

POLICY DOCUMENT: TERMS OF SERVICE

Odun Environmental Limited (ODUN)

Policy Owner: Head of Administration

Approval Authority: Managing Director / CISO

Version: 2.0

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1. ACCEPTANCE OF TERMS

Welcome to Odun Environmental Limited ("Odun," "we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of our website [www.odunenvironmental.com] (the "Site"), our services, and any related content, tools, or features.

By accessing our Site, requesting a quote, engaging our services, or otherwise interacting with us, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Site or services.

These Terms constitute a legally binding agreement between you ("Client," "User," or "you") and Odun Environmental Limited, a company registered in Nigeria with its principal place of business at 274A Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

2. DESCRIPTION OF SERVICES

Odun Environmental Limited provides integrated environmental, engineering, and energy solutions, including but not limited to:

- **Environmental Studies:** Environmental Impact Assessments (EIA), Strategic Environmental Assessments (SEA), air quality modeling, GIS applications, biodiversity studies, climate risk assessments
- **Tank Cleaning & Industrial Services:** Manual and robotic tank cleaning, sludge management, confined space entry, emergency spill response, industrial cleaning
- **Integrated Waste Management:** Hazardous and non-hazardous waste collection, treatment, disposal, wastewater management, circular economy consulting
- **ESG Advisory & Sustainability:** ESG strategy development, materiality assessments, sustainability reporting (GRI, SASB, ISSB), carbon accounting, DFI safeguards compliance
- **Renewable Energy Solutions:** Solar PV design and installation, wind energy consulting, Battery Energy Storage Systems (BESS), EPC services, operations and maintenance
- **Laboratory Services:** NESREA-accredited testing of water, soil, air, oil, bio-toxicology, and food safety parameters
- **Pollution Control:** Air/water/soil pollution prevention, oil spill response, remediation, environmental monitoring
- **Safety Studies & Risk Assessment:** HAZID, HAZOP, Quantitative Risk Assessment (QRA), process safety, emergency preparedness

Specific scope, deliverables, timelines, and fees for each engagement will be detailed in a separate Statement of Work (SOW), Proposal, or Service Agreement ("Project Agreement"), which is incorporated by reference into these Terms.

3. ELIGIBILITY

By using our Site or services, you represent and warrant that:

- You are at least 18 years of age or the age of majority in your jurisdiction
- You have the legal authority to enter into these Terms on behalf of yourself or your organization
- Your use of our services complies with all applicable laws, regulations, and professional standards
- You are not located in a jurisdiction subject to comprehensive sanctions or trade restrictions

4. ACCOUNT REGISTRATION & SECURITY

4.1 Account Creation

Certain features of our Site (e.g., client portals, project dashboards) may require registration. When you create an account, you agree to:

- Provide accurate, current, and complete information
- Maintain and promptly update your account information
- Maintain the confidentiality of your login credentials
- Accept responsibility for all activities under your account

4.2 Account Security

You are responsible for safeguarding your password and for all activities that occur under your account. Notify us immediately at security@odunenvironmental.com of any unauthorized use or security breach.

4.3 Account Termination

We reserve the right to suspend or terminate accounts that violate these Terms, pose security risks, or are inactive for an extended period.

5. SERVICE ENGAGEMENT & PROJECT DELIVERY

5.1 Proposals & Statements of Work

- Service engagements commence upon mutual execution of a Proposal, Statement of Work, or Service Agreement specifying scope, deliverables, timeline, fees, and terms
- These Terms apply to all engagements unless expressly modified in writing by a signed Project Agreement

5.2 Client Responsibilities

To enable successful project delivery, you agree to:

- Provide accurate, complete, and timely information, data, and site access as required
- Designate a qualified point of contact with authority to make project decisions
- Obtain necessary permits, approvals, or stakeholder consents for site activities
- Ensure a safe working environment for Odun personnel in accordance with applicable HSE standards
- Promptly review and provide feedback on drafts, reports, or deliverables within agreed timeframes

5.3 Odun's Obligations

We agree to:

- Perform services with professional competence, diligence, and in accordance with applicable standards (e.g., ISO, NESREA, IFC Performance Standards)
- Assign qualified personnel with relevant expertise to your project
- Communicate proactively regarding progress, challenges, or changes
- Deliver outputs that meet the specifications and quality standards agreed in the Project Agreement

5.4 Changes to Scope

- Requests to modify scope, deliverables, or timeline must be submitted in writing
- We will provide a written change order detailing impact on fees, schedule, and resources
- Work on changed scope commences only upon mutual written approval

5.5 Project Delays & Force Majeure

Neither party is liable for delays or failures due to causes beyond reasonable control, including:

- Acts of God, natural disasters, pandemics, or extreme weather
- War, civil unrest, terrorism, or government actions
- Strikes, labor disputes, or supply chain disruptions
- Unforeseen site conditions or regulatory changes

Affected parties will notify each other promptly and use reasonable efforts to mitigate impacts and resume performance.

6. FEES, PAYMENT & INVOICING

6.1 Fee Structure

- Fees are determined based on scope, complexity, resources, and timeline, and may be structured as:
- Fixed-price engagements
- Time-and-materials (with hourly/daily rates)
- Retainer or milestone-based arrangements
- Hybrid models as agreed in the Project Agreement

All fees are quoted in Nigerian Naira (₦) unless otherwise specified. Foreign currency engagements will specify exchange rate methodology.

6.2 Invoicing & Payment Terms

- Invoices are issued per the schedule in the Project Agreement (e.g., upon signing, milestone completion, monthly)
- Payment is due within [15/30] days of invoice date unless otherwise agreed
- Late payments may incur interest at [1.5%] per month or the maximum rate permitted by law
- We may suspend services for overdue payments exceeding [30] days after written notice

6.3 Expenses

- Reasonable, pre-approved out-of-pocket expenses (travel, accommodation, laboratory testing, permits) are billed at cost with supporting documentation
- Expenses are invoiced separately or included in milestone invoices as agreed

6.4 Taxes

- Fees are exclusive of applicable taxes (VAT, withholding tax, etc.)
- Client is responsible for all taxes associated with the engagement, except taxes based on our net income

7. INTELLECTUAL PROPERTY

7.1 Odun's Pre-Existing IP

We retain all rights to our pre-existing intellectual property, including:

- Methodologies, frameworks, tools, templates, and software developed prior to or independently of your engagement
- Proprietary databases, models, algorithms, and technical know-how
- Brand assets, website content, marketing materials, and publications

7.2 Project Deliverables

- Upon full payment of fees, we grant you a non-exclusive, non-transferable license to use final deliverables (reports, designs, plans) for your internal business purposes and regulatory compliance
- Ownership of custom-developed tools, data sets, or software may be negotiated in the Project Agreement
- We retain the right to use anonymized, aggregated insights from projects for thought leadership, business development, and service improvement (unless expressly prohibited in writing)

7.3 Client Materials

- You retain ownership of your pre-existing materials, data, and intellectual property provided to us for project execution
- You grant us a limited license to use your materials solely for delivering the agreed services

7.4 Third-Party Content

- Our deliverables may incorporate third-party data, software, or content subject to separate licenses. We will disclose such dependencies and ensure appropriate usage rights.

8. CONFIDENTIALITY

8.1 Definition

"Confidential Information" means non-public, proprietary information disclosed by either party, marked or identified as confidential, or reasonably understood to be confidential given its nature and context.

8.2 Obligations

Each party agrees to:

- Use Confidential Information solely for purposes of the engagement
- Protect it with at least the same degree of care used for its own confidential information (no less than reasonable care)
- Limit disclosure to employees, contractors, or advisors with a need to know and who are bound by similar confidentiality obligations

8.3 Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the recipient
- Was lawfully known to the recipient prior to disclosure
- Is independently developed by the recipient without use of the discloser's confidential information
- Is required to be disclosed by law, regulation, or court order (with prompt notice to the discloser, where permitted)

8.4 Duration

Confidentiality obligations survive termination of the engagement for [5] years, except for trade secrets, which are protected indefinitely.

9. DISCLAIMERS & LIMITATION OF LIABILITY

9.1 Service Disclaimers

- Our services provide professional advice, analysis, and recommendations based on information available at the time. They do not guarantee specific outcomes, regulatory approvals, or business results.
- Environmental assessments involve inherent uncertainties due to data limitations, modeling assumptions, and dynamic natural systems.
- Renewable energy system performance depends on site-specific factors (solar irradiance, wind patterns, grid conditions) beyond our control after commissioning.

9.2 "As Is" Site Disclaimer

Our Site and its content are provided "as is" and "as available" without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, or non-infringement.

9.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- IN NO EVENT SHALL ODUN ENVIRONMENTAL LIMITED, ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL, ARISING FROM OR RELATED TO THESE TERMS OR OUR SERVICES.
- OUR TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING FROM THESE TERMS OR AN ENGAGEMENT SHALL NOT EXCEED THE FEES PAID BY YOU TO ODUN FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM IN THE [12] MONTHS PRECEDING THE CLAIM.

9.4 Essential Basis

The limitations and exclusions of liability in this Section 9 form an essential basis of the bargain between the parties and reflect the allocation of risk. Fees charged reflect these limitations.

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Odun Environmental Limited, its affiliates, officers, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from:

- Your breach of these Terms or applicable law
- Your use of our services or deliverables outside the scope of the agreed license
- Your provision of inaccurate, incomplete, or misleading information
- Activities or conditions at your sites or facilities under your control

11. TERM & TERMINATION

11.1 Term

These Terms remain in effect while you use our Site or services. Individual engagements are governed by the term specified in the applicable Project Agreement.

11.2 Termination for Convenience

Either party may terminate a Project Agreement for convenience upon [30] days' written notice, subject to payment for:

- Services performed and expenses incurred through the termination date
- Reasonable wind-down costs and non-cancellable commitments
- A termination fee of [X%] of remaining fees if termination occurs before [50%] of deliverables are completed (if specified in Project Agreement)

11.3 Termination for Cause

Either party may terminate immediately upon written notice if the other:

- Materially breaches these Terms or a Project Agreement and fails to cure within [15] days of notice
- Becomes insolvent, files for bankruptcy, or ceases business operations
- Engages in illegal, fraudulent, or unethical conduct related to the engagement

11.4 Effect of Termination

Upon termination:

- All unpaid fees become immediately due
- Each party returns or destroys the other's Confidential Information (except archival copies required by law)
- Sections intended to survive (Intellectual Property, Confidentiality, Disclaimers, Limitation of Liability, Indemnification, Governing Law) remain in effect

12. GOVERNING LAW & DISPUTE RESOLUTION

12.1 Governing Law

These Terms and any dispute arising out of or relating to them shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to its conflict of laws principles.

12.2 Dispute Resolution

- **Negotiation:** Parties will first attempt to resolve disputes through good-faith negotiation between senior executives
- **Mediation:** If unresolved within [30] days, parties agree to non-binding mediation administered by the Lagos Court of Arbitration (LCA) or mutually agreed mediator
- **Arbitration:** If mediation fails, disputes shall be finally resolved by binding arbitration under the Arbitration and Conciliation Act of Nigeria:
 - Seat of arbitration: Lagos, Nigeria
 - Language: English
 - Number of arbitrators: One (for claims < ₦50M) or three (for claims ≥ ₦50M)
 - Award may be entered in any court of competent jurisdiction
- **Exceptions:** Either party may seek injunctive relief in court to protect intellectual property, confidentiality, or data security

12.3 Class Action Waiver

Claims must be brought on an individual basis. You waive any right to participate in class, collective, or representative actions against Odun.

13. GENERAL PROVISIONS

13.1 Entire Agreement

These Terms, together with any signed Project Agreements, constitute the entire agreement between you and Odun regarding the subject matter and supersede all prior discussions, proposals, or agreements.

13.2 Amendments

We may update these Terms periodically. Material changes will be notified via our Site or email. Continued use after changes constitutes acceptance. Project-specific amendments require written agreement.

13.3 Assignment

You may not assign these Terms or any engagement without our prior written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets, provided the assignee assumes all obligations.

13.4 Severability

If any provision is found unenforceable, it shall be modified to the minimum extent necessary to be valid, and the remainder of the Terms shall remain in full force.

13.5 Waiver

Failure to enforce any right or provision is not a waiver. Waivers must be in writing and signed.

13.6 Notices

All notices shall be in writing and sent to:

- **To Odun:** legal@odunenvironmental.com or 274A Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.
- **To You:** The email or address provided in your account or Project Agreement Notices are deemed received when sent (email) or 3 business days after mailing (post).

13.7 Force Majeure

Neither party is liable for failure or delay due to causes beyond reasonable control (see Section 5.5).

13.8 Independent Contractors

The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship.

13.9 Third-Party Beneficiaries

These Terms are for the benefit of the parties only. No third party has rights to enforce any provision.

13.10 Survival

Sections that by their nature should survive termination (Intellectual Property, Confidentiality, Disclaimers, Limitation of Liability, Indemnification, Governing Law, General Provisions) shall survive.

14. CONTACT INFORMATION

For questions about these Terms, service inquiries, or legal notices:

Odun Environmental Limited

274A Kofo Abayomi Street, Victoria Island, Lagos, Nigeria

E: legal@odunenvironmental.com

E: admin@odunenvironmental.com

T: +234 (0) 705 699 000

Registered Office:

RC Number: 397103

15. ADDITIONAL TERMS FOR SPECIFIC SERVICES

15.1 Laboratory Services

- Test results are valid only for the samples submitted and conditions at time of testing
- Interpretation of results for regulatory compliance is the client's responsibility; we provide technical support
- Retention of samples follows NESREA accreditation protocols; clients may request extended retention at additional cost

15.2 Renewable Energy Installations

- System performance estimates are based on modeling and historical data; actual output may vary due to weather, maintenance, and usage patterns
- Equipment warranties are provided by manufacturers; we facilitate warranty claims but are not the warrantor
- Grid interconnection approvals are the client's responsibility; we provide technical documentation support

15.3 ESG Advisory & Reporting


- Sustainability reports reflect information provided by the client and our professional judgment; we do not audit financial statements unless expressly engaged to do so
- Public disclosure of reports is at the client's discretion; we recommend legal review prior to publication
- We do not guarantee regulatory acceptance, investor response, or rating agency outcomes

15.4 Tank Cleaning & Field Operations

- Site access, utilities, and necessary permits are the client's responsibility
- Work is performed in accordance with agreed HSE plans; client must ensure site safety and emergency response readiness
- Unforeseen site conditions (e.g., structural defects, unknown hazards) may require scope/fee adjustments

These Terms are designed to be fair, transparent, and protective of both parties. We welcome discussion to tailor engagement terms to your specific project needs.

16.0 Approval

Approved By: 
Name: Ayo Abiodun
Title: Managing Director
Date: 17/04/2026

Policy Owner: Head of Admin