

# Terms and Conditions

**Divlog Geopetro LTD.**

**Effective Date:** 1/12/2024

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## 1. Definitions

"**Company**" refers to **Divlog Geopetro LTD**, a mineral exploration and mining firm.

"**Client**" refers to any party engaging the Company's services.

"**Project**" refers to the specific exploration/mining work agreed upon in the Statement of Work.

"**Confidential Information**" includes geological data, exploration results, methodologies, and proprietary information.

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## 2. Scope of Services

The Company provides mineral exploration services including but not limited to:

- Geological mapping and field surveys
- Geochemical and geophysical surveys
- Drilling programs and core logging
- Resource estimation and reporting
- Technical report preparation
- Regulatory compliance support

Specific services will be detailed in individual Statements of Work or contracts.

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## 3. Engagement Terms

### 3.1 Proposals and Acceptance

All projects require a written proposal and sign agreement. Services commence only upon receipt of signed documentation and any required deposits.

### 3.2 Project Timelines

Timelines are estimates and subject to weather conditions, permit delays, equipment availability, and site access. The Company will notify the Client of material delays.

### **3.3 Site Access**

The Client is responsible for securing all necessary land access agreements and surface rights permissions prior to fieldwork.

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## **4. Financial Terms**

### **4.1 Fees and Payment**

- Fees are specified in individual project agreements
- Payment terms are typically Net 7 days unless otherwise agreed
- A deposit of 75% may be required before commencement
- Invoices can include exploration services, laboratory costs, and approved expenses

### **4.2 Additional Costs**

The Client is responsible for:

- Permit application fees
- Land access fees or lease payments
- Accommodation and travel beyond agreed budgets
- Changes in scope requiring additional work

### **4.3 Late Payment**

Overdue accounts may incur interest at 2% per month and may result in suspension of services.

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## **5. Permits and Regulatory Compliance**

### **5.1 Responsibility**

The Client is responsible for obtaining all required exploration permits, licenses, and regulatory approvals unless otherwise agreed in writing.

### **5.2 Company Support**

The Company may assist with permit applications as part of the scope of work but makes no guarantee regarding approval or timing.

### **5.3 Compliance**

All work will be conducted in accordance with applicable mining regulations, environmental laws, and industry standards.

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## **6. Health, Safety, and Environment**

### **6.1 Safety Standards**

The Company maintains comprehensive health and safety protocols and complies with all applicable occupational health and safety regulations.

### **6.2 Environmental Protection**

All exploration activities will be conducted with appropriate environmental safeguards and reclamation practices.

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## **7. Intellectual Property and Data Ownership**

### **7.1 Exploration Data**

All exploration data, results, and findings generated during the project belong to the Client upon full payment.

### **7.2 Methodologies**

The Company retains ownership of proprietary exploration methodologies, software, and analytical techniques.

### **7.3 Use of Data**

The Company may retain copies of data for regulatory compliance and may use anonymized data for research purposes with Client consent.

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## **8. Confidentiality**

### **8.1 Non-Disclosure**

Both parties agree to maintain confidentiality of all proprietary and exploration information unless required by law or regulatory authorities.

### **8.2 Disclosure Requirements**

The Company may be required to disclose information to regulatory bodies (e.g., securities commissions) when preparing technical reports.

### **8.3 Duration**

Confidentiality obligations survive project completion for a period of 5 years unless otherwise agreed.

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## **9. Reporting and Quality Assurance**

### **9.1 Technical Reports**

Reports will be prepared in accordance with relevant standards (e.g., NI 43-101, JORC) as specified.

### **9.2 Quality Control**

The Company implements industry-standard QA/QC procedures including blanks, duplicates, and certified reference materials.

### **9.3 Professional Standards**

All work is conducted by qualified professionals adhering to their respective professional codes of conduct.

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## **10. Limitations of Liability**

### **10.1 No Guarantees**

Mineral exploration is inherently uncertain. The Company makes no guarantees regarding the discovery of economic mineralization.

### **10.2 Liability Cap**

The Company's total liability is limited to the fees paid for the specific project, except in cases of gross negligence or wilful misconduct.

### **10.3 Force Majeure**

The Company is not liable for delays or failures due to circumstances beyond reasonable control including natural disasters, regulatory changes, or political instability.

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## **11. Termination**

### **11.1 Termination by Client**

The Client may terminate services with 14 days written notice. The Client remains liable for all work completed and committed costs.

## **11.2 Termination by Company**

The Company may terminate services for non-payment, breach of terms, or if the Client fails to provide necessary access or information.

## **11.3 Final Deliverables**

Upon termination and full payment, the Company will deliver all completed work and data.

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# 12. Dispute Resolution

## **12.1 Negotiation**

Parties agree to first attempt resolution through good-faith negotiation.

## **12.2 Mediation/Arbitration**

Unresolved disputes will be subject to mediation and if unsuccessful, then binding arbitration in Nigeria.

## **12.3 Governing Law**

These terms are governed by the laws of Federal Republic of Nigeria

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# 13. Indemnification

## **Client Indemnification**

The Client indemnifies the Company against claims arising from land access disputes, permit violations, or misuse of exploration data.

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# 14. General Provisions

## **14.1 Amendments**

These terms may only be amended in writing signed by both parties.

## **14.2 Assignment**

Neither party may assign obligations without written consent of the other party.

## **14.3 Entire Agreement**

The terms and conditions, together with the Statement of Work, constitute the entire agreement.

#### **14.4 Severability**

If any provision is found invalid, the remaining provisions remain in effect.

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### **15. Contact Information**

Address: Divlog House, Ota-Efun Area Osogbo

Phone: +2348065424257

Email: [dgeopetro@gmail.com](mailto:dgeopetro@gmail.com)

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**By engaging our services, you acknowledge that you have read, understood, and agree to these Terms and Conditions.**

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