

# **AGREEMENT FOR THE PROVISION OF CATERED LUNCH**

---

**ND WESTERN LIMITED**

**AND**

**ASABE FOODS CONCEPTS LIMITED**

---

**THIS AGREEMENT** is made this 17<sup>th</sup> day of February 2025 ("**Execution Date**")

**BETWEEN**

**ND WESTERN LIMITED**, a Company incorporated under the laws of the Federal Republic of Nigeria and having its head office at 25 Babatunde Jose Road, Victoria Island, Lagos State, Nigeria [hereinafter referred to as the "**Company**" or "**NDW**" which expression shall where the context so admits includes its successors-in-title and assigns] of the one part;

**AND**

**ASABE FOODS CONCEPTS LIMITED**, a Company incorporated under the laws of the Federal Republic of Nigeria and having its corporate office at Midland Court Estate, Chevron, Lagos State, Nigeria [hereinafter referred to as the "**Service Provider**" which expression shall where the context so admits includes its successors-in-title and assigns] of the other part;

**WHEREAS:**

- i) NDW is an indigenous oil and gas exploration and production company, operating in the Niger Delta area within the territory of the Federal Republic of Nigeria.
- ii) The Service Provider is a catering Company providing premium catering services in Nigeria and the United States of America.
- iii) NDW and the Service provider intends to enter into an Agreement for the provision of catered lunch for the Company ("**Services**") from the Commencement Date for an agreed period.
- iv) The Service Provider has expressed its capacity to provide the Services required by the Company during the Term of this Agreement.

**NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:**

**1. INTERPRETATION AND CONSTRUCTION**

- 1.1. "**Agreement**" means this Agreement for the provision of catered lunch service executed by both parties.
- 1.2. "**Applicable Law**" means all laws, statutes, regulations, bye-laws binding and operational within the territory of the Federal republic of Nigeria.
- 1.3. "**Confidential Information**" the existence and content of this Agreement and any other agreement or arrangement contemplated by this Agreement; the negotiations relating to this Agreement, or any document referred to in any of them; and information of whatever nature concerning the business, finances, assets, liabilities, dealings, transactions, Know-How, customers, suppliers, processes or affairs of the Company or the Project, which any Party may from time to time receive or obtain (verbally or in writing or in electronic form) from any other Party as a result of entering into, or performing its obligations pursuant to this Agreement;

- 1.4. **"Documentation"** refers to correspondences, written instructions, plans, drawings and other documents in whatever form to be provided by the Company and/or its agents to the Service Provider for the performance of the Service Provider's obligations with respect to this Agreement.
- 1.5. **"Business Days"** refers to any day from Monday to Friday, excluding any public holiday as declared by the Federal Government of Nigeria;
- 1.6. **"Workweek"** refers to Monday through Friday excluding weekends and public holidays as declared by the Federal Government of Nigeria;
- 1.7. **"Party"** refers to Company or Service Provider; **"Parties"** refers to Company and Service Provider.
- 1.8. **"Services"** means the scope of work contained in Clause 3 below and in the Schedule annexed to this Agreement.

## 2. MUTUAL UNDERSTANDING

- 2.1. The Company intends to engage the Service Provider to provide the Services as stipulated under this Agreement.
- 2.2. By expressing its capacity to provide the Services required under this Agreement, the Service Provider agrees to perform the Services required by NDW in line with the provisions of the Service Provider's Scope of Work stated in clause 3 of this Agreement, and in a workmanlike manner.

## 3. SCOPE OF WORK

Upon executing this Agreement, the Service Provider shall provide the following Services to the Company, upon the terms and conditions hereinafter set out hereunder –

- 3.1 Provide lunch service on every Business Day for staff personnel of NDW as specifically highlighted in the schedule annexed to this Agreement.
- 3.2 Carry out any other function that may be required and/or incidental to the performance of the Service provider's Scope of Work under this Agreement.

## 4. TERM

- 4.1 This agreement shall commence on February 17, 2025 (**"Commencement Date"**) and cover the outstanding days within the month of February and shall also cover the whole of the business-days within the following months - April, June, August, October, and December in 2025.
- 4.2 This agreement may be renewed upon agreement of the Parties, unless terminated earlier in accordance with clause 12 thereof.
- 4.2 The Service provider shall provide the Services to the Customer in accordance with this agreement until the execution date.

## 5. PAYMENT AND CONSIDERATION

- 5.1 As consideration for the Services to be provided under this Agreement, the Service Provider shall be paid the sum stated in the bi-weekly invoices issued to NDW on or by the last day of every

two-Workweek as highlighted in clause 5.2 below, and payment is expected to be made within ten (10) days of receipt of the invoice, subject to all applicable statutory deductions.

- 5.2 The Service Provider shall be entitled to payment at a unit rate of **₦12,000 [Twelve Thousand Naira only]** per employee, for the provision of lunch services to the number of staff personnel of NDW to be communicated to the Service Provider weekly, which shall not exceed 40 persons. The total payment due for the two Workweeks shall be determined based on the actual number of staff personnel requiring lunch services as communicated to the Service Provider weekly.
- 5.3 In addition to the payment specified in Clause 5.2, NDW shall pay the Service Provider the additional sum of **₦50,000 [Fifty Thousand Naira only]** as **"Delivery fee"** together with the sum Invoiced under clause 5.1 above, for the delivery service rendered to NDW every two-Workweek.

## 6. SERVICE PROVIDER'S OBLIGATIONS

- 6.1. The Service Provider shall ensure that the meals are delivered every Business Day by 12noon in the agreed quantities as specified in the Schedule to the Agreement.
- 6.2. The Service Provider shall maintain the highest standards of food quality, hygiene and safety, ensuring full compliance with all relevant health and safety regulations as prescribed by regulatory authorities in Nigeria.
- 6.3. The Service Provider shall supply all necessary equipment, including but not limited to serving utensils, cutlery, disposables and serviettes, for the proper execution of the meal service.
- 6.4. The Service Provider shall ensure the availability of sufficient staff to handle cleanup activities following the lunch service.
- 6.5. The Service Provider shall within 24 hours of receipt of any complaint, provide adequate responses to the Company's complaints and take appropriate action to resolve any such issue in relation to the complaints in a timely and satisfactory manner.
- 6.6. The Service Provider shall also carry out any other function as may be necessary and incidental to the performance of its obligations in this Agreement.

## 7. COMPANY'S OBLIGATIONS

- 7.1. The Company shall confirm the number of staff to be catered for each Business Day, with such confirmation to be given at least one (1) Business Day before the delivery of the Service.
- 7.2. The Company shall ensure that access is granted to the designated delivery personnel, as required for the proper execution of the meal service.
- 7.3. The Company shall provide the Service Provider with adequate notice of any change, adjustment or cancellations to the meal service, in a timely manner, to allow for proper implementation of the adjustments.
- 7.2 The Company shall also carry out any other function necessary and incidental to the performance of its obligations in this Agreement.

## 8. INDEPENDENT CONTRACTOR

The Service Provider is an independent contractor and is not an employee, agent, or partner of the Company. Nothing contained herein shall be construed to create an employment or principal-agent relationship or joint venture between the Company and the Service Provider. Neither Party shall have

the right, power or authority to obligate or bind the other in any manner whatsoever except as explicitly provided in this Agreement.

## 9. WARRANTIES

9.1. The Service Provider hereby warrants and represents to the Company that:

- 9.1.1. it has full capacity and authority and all necessary licenses, permits and consents to enter into and to provide the Services under this Agreement.
- 9.1.2. this Agreement is executed by duly authorized representatives of the Service Provider;
- 9.1.3. this Agreement constitutes valid, binding and enforceable obligations of the Service Provider in accordance with their terms.
- 9.1.4. the execution and delivery of this Agreement and the performance by the Service Provider of its obligations under them will not:
  - 9.1.4.1. result in a breach of any provision of the Memorandum or Articles of Association of Service Provider;
  - 9.1.4.2. result in a breach of, or constitute a default under, any instrument, agreement or arrangement to which the Service Provider is a party or by which the Service Provider is bound; or
  - 9.1.4.3. result in a breach of any order, judgment or decree of any court or governmental agency to which the Service Provider is a party or by which the Service Provider is bound.
- 9.1.4.3 The Service Provider further warrants that it will deliver the Services using properly qualified personnel in accordance with this Agreement.

9.2. The Company hereby warrants and represents to the Service Provider that:

- 9.2.1. it has full capacity and authority to enter into and be bound under this Agreement;
- 9.2.2. this Agreement is executed by duly authorized representatives of the Company;
- 9.2.3. this Agreement constitutes valid, binding and enforceable obligations of the Company in accordance with their terms.
- 9.2.4. the execution and delivery of this Agreement and the performance by the Company of its obligations under them will not:
  - 9.2.4.1. result in a breach of any provision of the Memorandum or Articles of Association of the Company;
  - 9.2.4.2. result in a breach of, or constitute a default under, any instrument, agreement or arrangement to which the Company is a party or by which the Company is bound; or
  - 9.2.4.3. result in a breach of any order, judgment or decree of any court or governmental agency to which the Company is a party or by which the Company is bound.

9.3. The Company is not an insurer or guarantor, and the Service Provider is responsible for taking its own insurance to cover any losses incurred in the performance of the Services.

## **10. LIABILITY AND INDEMNITY**

- 10.1 Each Party shall bear its own costs, expenses, risks and liabilities which arise under this Agreement, and shall indemnify the other Party accordingly.
- 10.2 In no event shall a Party be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to loss of use or equipment down-time and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the Parties have been advised of the possibility of such damages or loss.
- 10.3 Each Party shall defend, indemnify or hold harmless the other Party from any and all third-party liability, claims, damages and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any real or tangible personal property occurring in connection with or in any way incident to or arising from this Agreement, resulting in whole or in part from the acts or omissions of the indemnifying Party or its personnel.

## **11. CONFIDENTIALITY**

11.1. Each Party hereby undertakes to the other party to:

- 11.1.1. keep confidential all Confidential Information belonging to the other party;
- 11.1.2. treat Confidential Information belonging to the other party with the same degree of care that it uses for its own confidential information;
- 11.1.3. not, without the prior written consent of the other party, disclose Confidential Information belonging to the other party in whole or in part to any other person save those of its employees, agents and sub-contractors involved in the performance of this Agreement and who need to know the Confidential Information in question; and;
- 11.1.4. use the Confidential Information belonging to the other party solely in connection with the performance of this Agreement and not for its own benefit or the benefit of any third party.

11.2. Each party hereby undertakes to the other party to make all relevant employees, agents and sub-contractors (where applicable) aware of the confidentiality of the Confidential Information belonging to the other and the provisions of this Clause 11 and, without limitation to this Clause 11.2, to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this Clause 11 and indemnify the other party against any breach of this clause 11.

11.3. The provisions of clause 11 shall not apply to any information which:

- 11.3.1. is or becomes public knowledge other than by breach of this clause 11;
- 11.3.2. is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party;
- 11.3.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.

11.3.4. is independently developed without access to any Confidential Information belonging to the other party.

11.4 The provisions of clause 11 shall survive the termination of this Agreement and shall remain in force for a period of two (2) years following the termination and/or expiration of this Agreement.

## **12. TERMINATION**

12.1. Without prejudice to any remedy or right that a Party may have against the other Party prior to the determination of this Agreement, either Party reserves the right to terminate this Agreement upon the giving of 30 days written notice to the other Party if:

12.1.1 in that Party's opinion, the other Party at any time fails to perform its obligations under this Agreement in accordance with the terms and conditions hereof; or

12.1.2 in that Party's opinion, the other Party at any time breaches or takes any step likely to breach any of its obligations or warranties in this Agreement; or

12.1.3 any event or series of events occur which may render the other Party unable to comply with its obligations under the terms of this Agreement.

12.2. Notwithstanding anything in Clause 12.1 above, NDW reserves the right to unilaterally terminate this Agreement within the first 3 months.

12.3. Upon termination of this Agreement, each party shall return to the other all the properties and materials of the other that are in its possession.

12.4. Upon termination by the Service Provider, the Service Provider shall within two (2) business days of such notice make a prorated refund to the Company of any unearned amount of its Fee with or without a formal demand by the Company.

12.5. Notwithstanding anything to the contrary contained in this Agreement, any termination pursuant to the provisions of this Clause 12 shall be without prejudice to the accrued rights of either Party prior to termination.

## **13. FORCE MAJEURE**

13.1. Neither Party shall have responsibility or liability with respect to any failure in the performance of any term or condition of this Agreement if such failure or delay in performance is due in whole or in part to Force Majeure. Force Majeure refers to any event or occurrence which is unforeseeable, unavoidable or beyond the control of a Party, including but not limited to acts of God, strikes or labor disturbances, acts of war or sabotage, lockdowns, pandemics, insurrections, riot, or civil disorder, or any order, decree, law or regulation of any court, government or government agency which may impede or prevent the Party's performance of its obligations under this Agreement.

13.2. Upon the occurrence of a Force Majeure event, the obligations of the Party impacted shall be suspended until the removal of such Force Majeure event and the time for performance extended for an adequate period.

13.3. In the event the period of delay resulting from Force Majeure which exceeds thirty (30) days, the Parties shall hold consultations to determine the appropriate steps to be taken on the future implementation of this Agreement.

## **14. GENERAL PROVISIONS**

### **14.1. Anti-bribery and Anti-corruption**

- 14.1.1. Each Party acknowledges that it is committed to abide by Applicable Law prohibiting bribery and corruption including but not limited to the Corrupt Practices and Other Related Offences Act, Cap C31, LFN 2004, the Economic and Financial Crimes Commission (Establishment) Act, Cap E1, LFN, 2004 and the Money Laundering Prohibition Act, Cap M18, LFN 2004; and has implemented and will maintain within its organization, policies that prohibit any such actions by its directors, employees, affiliates, agents, contractors, and any other third parties acting on their behalf.
- 14.1.2. To the extent permitted by Applicable Law, a Party shall notify the other Party immediately upon becoming aware or upon becoming reasonably suspicious that an activity carried out in connection with this Agreement has contravened or may have contravened this clause or any anti-bribery law or regulation.
- 14.1.3. A Party may at any time request evidence of the other Party's compliance with this Clause 14.
- 14.1.4. A Party may terminate this Agreement with immediate effect upon written notice - as of right and without any judicial authorization - if during the term of this Agreement, the other Party or any key personnel, is convicted of an act of bribery or corruption or fails to comply with this Clause or any anti-bribery law or regulation even if not connected to this Agreement.
- 14.1.5. To the extent permitted by Applicable Law, either Party shall indemnify the other Party, its directors, employees, affiliates, agents, contractors, or any other third party acting on behalf of either Party, against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded as a result of any breach of this Clause 14.

### **14.2. Data Protection**

- 14.2.1. The Service Provider acknowledges and agrees that all data provided by the Company to the Service Provider, or to which the Service Provider may be exposed, shall constitute Confidential Information and where applicable, intellectual property belonging to and/or provided by the Company.
- 14.2.2. The Service Provider shall take appropriate, reasonable, technical and organizational measures to prevent the loss of damage to or unauthorized destruction of data and the unlawful access to or processing of data of the Company. The measures taken must at all times be of a minimum standard required by all applicable laws and be of a standard no less than the standards which are in compliance with best industry practice for the protection, control and use of data.
- 14.2.3. The Service Provider shall take reasonable steps to identify all reasonably foreseeable internal and external risks posed to data under the Service Provider's possession or control and establish and maintain appropriate safeguards against any risks identified. The Service Provider shall regularly verify that the safeguards are effectively implemented and keep a record of such verification. The safeguards shall be updated continually in response to new risks or deficiencies in previously implemented safeguards.
- 14.2.4. The Service Provider shall immediately notify the Company (i) of any risks posed to data that it has identified; (ii) of the safeguards established by the Service Provider to mitigate the impact of the risks; and (iii) that the safeguards have been effectively implemented.



14.2.5. The Service Provider shall notify the Company of any security compromises or suspected security compromises of which it becomes aware or suspects, immediately on becoming so aware or forming such a suspicion.

14.2.6. The Service Provider shall ensure that upon termination, expiration or other conclusion of this Agreement they shall physically or electronically destroy beyond all ability to recover all information/ data provided to them within 30 (Thirty) days. Within such 30-day period, the Service Provider shall certify in writing to the Company that such destruction has been completed.

14.2.7. The Service Provider acknowledges and agrees that any breach of its obligations under this clause 14.2 shall be deemed a material breach of this Agreement.

#### **14.3. Variation**

This Agreement shall be capable of being varied only by a written instrument, agreed to by both Parties and duly signed by an authorized officer or other representative of each of the Parties.

#### **14.4. Severability**

This Agreement is severable in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.

#### **14.5. Waiver**

Unless otherwise agreed in writing, no failure by either Party to exercise any right or remedy available to it hereunder nor any delay so to exercise any such right or remedy shall operate as a waiver of it, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

### **15. NOTICES**

Any notice given in connection with this Agreement may be sent by hand or facsimile transmission, or other agreed telecommunication or electronic means. When it is sent or transmitted to the address of either of the party stated in this Agreement, it shall be deemed to have been received:

15.1 if delivered by hand, on the day of delivery.

15.2 if sent by email or other agreed telecommunication or electronic means upon receipt by the recipient.

#### **In the case of NDW**

The Head of Corporate Communications & Snr. HR Executive

**ND WESTERN LIMITED**

25 Babatunde Jose Street,

Victoria Island, Lagos State.

234 (0) 818 100 3291

[nneka.idam@ndwestern.com](mailto:nneka.idam@ndwestern.com)

**In the case of Service Provider**

Chief Executive Officer  
**ASABE FOODS CONCEPTS LIMITED**  
Midland Court Estate,  
Chevron, Lagos State.  
234 (0) 816 739 0883  
[asabeorders@gmail.com](mailto:asabeorders@gmail.com)

**16. DISPUTE RESOLUTION**

- 16.1 If any difference or dispute whatsoever should arise between the parties, in connection with this Agreement, the parties shall make every effort to resolve the difference or dispute through amicable resolution. If it is not resolved within 30 (Thirty) days, any of the parties may give notice of the difference or dispute to the other(s) and such difference or dispute shall be referred to Mediation in line with the provisions of the Lagos State Multidoor Court House Rules and Regulations.
- 16.2. Within 30 days of the notice of mediation, any of the parties may apply to the Lagos State Multidoor Court House for the appointment of a sole mediator in accordance with the Lagos State Multidoor Court House Rules and Regulations.
- 16.3. The award that shall be made by the Sole mediator shall in all circumstances exclude punitive damages and Attorney's fees of the respective parties and shall inter alia specify reasons upon which the award is based.
- 16.4 The venue of mediation shall be in Igboere, Lagos and the mediation shall be in English Language.

**17. ENTIRE AGREEMENT**

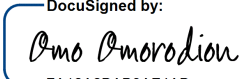
This Agreement shall constitute the whole of the terms agreed between the Parties hereto in respect of the subject matter of this Agreement, provided that nothing in this clause shall limit a Party's liability for fraudulent misrepresentation.

**SIGNED BY THE REPRESENTATIVES OF THE RESPECTIVE PARTIES IN THE MANNER STATED BELOW -**

**Company: ND WESTERN LIMITED**

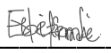
**WITNESS**


Signed by:  
  
425237B8E6024E5...  
Sign: \_\_\_\_\_  
Mar-06-2025  
Date: \_\_\_\_\_  
Olanrewaju Kalejaiye  
Name: \_\_\_\_\_  
Chief Executive Officer  
Title: \_\_\_\_\_

DocuSigned by:  
  
7A12A2BAB3AF4AB...  
Sign: \_\_\_\_\_  
Mar-05-2025  
Date: \_\_\_\_\_  
Omo Omorodion  
Name: \_\_\_\_\_  
General Counsel and Compliance  
Title: \_\_\_\_\_

**Service Provider: ASABE FOODS CONCEPTS LIMITED**

**WITNESS**

  
Sign: \_\_\_\_\_  
Date: 5th March 2025  
Name: Yetunde Ebifemi  
Title: CEO

  
Sign: \_\_\_\_\_  
Date: 5th March 2025  
Name: Timahin Austun Andrew  
Title: Operations Manager

# SCHEDULE

## Scope of Work for the Service Provider

### 1. Meal Provision

- Provision of daily lunch services to the number of staff personnel of NDW to be communicated to the Service Provider weekly.
- Provision of balanced meal options, at the agreed rate as agreed.
- All meals shall include at least two pieces of protein and one fruit item.

### 2. Delivery

- Delivery of properly packed meals to NDW's address by 12noon every Business Day.

### 3. Compliance and Hygiene

- All meals shall be prepared using fresh, high-quality ingredients and shall adhere strictly to hygiene and safety standards in preparation and handling of the meals.
- Strict compliance with all applicable food safety and hygiene regulations and ensure the maintenance of the highest standards of cleanliness.

### 4. Special Meal Requests

- Accommodation of special meal requests and/or themed meals provided that prior notice is given by NDW.

### 5. Communication and Feedback

- Designation of a contact person by the Service Provider who shall be responsible for managing requests and/or complaints related to the meal service.
- Regular feedback sessions with the Company's Designated Personnel to assess and ensure the quality of service provided, and to address any issues or concerns in a timely manner.