

Parsempo Partner Onboarding Terms & Conditions

These Terms & Conditions ("Agreement") govern the onboarding and partnership relationship between DKilo (Consultant in performance marketing, communications, and programmatic advertising platform supported by Luzo Digital Network & Media Ltd.) and its approved Partner ("Partner"). By completing the onboarding process, the Partner acknowledges and agrees to the Terms & Conditions as outlined below.

1. Partnership Eligibility

1.1. The Partner must provide fair estimates of potential daily customer base, proof of business registration, and bank documentation during onboarding.

1.2. DKilo reserves the right to verify all information provided by the Partner and will reject applications that do not meet the approved compliance standards. DKilo will provide, install and maintain ALL proprietary softwares and hardwares for the delivering the AI-Powered solution into the Partners outlet.

1.3. The Partner must have a physical outlet, functional modern television screen/screens within a clearly identifiable business environment. Such a business must operate in accordance with applicable Nigerian Company & Allied Matters laws ensuring ethical business practices.

2. Scope of Partnership

2.1. Approved Partners will gain access to DKilo's AI-powered platform, in-store digital screen network, and analytics capabilities to support marketing, advertising, and communications initiatives.

2.2. The scope of services includes but is not limited to:

- Real-time consumer/audience data and analytics.

- Programmatic campaign planning, execution, and optimization.
- Retail media placements through strategically located digital screens.
- Technical and operational support from DKilo's team.

2.3. The detailed responsibilities and benefits will be documented in a separate Partnership Agreement or Service Level Agreement (SLA).

3. Content Approval & Campaign Execution

3.1. DKilo reserves the right to review and approve all campaign materials before deployment.

3.2. Television screens within the Partner's outlets must be powered on for a minimum of 12 hrs a day (9am - 9pm) in compliance with the retail partner agreements/SLA.

3.3. Partner acknowledges that advertising placements on screens within the outlet is subject to monitored and adequate user/audience/customer base, while DKilo will ensure data analytics are provided to relevant clients/brands, However, results are not guaranteed.

4. Financial Obligations

4.1. All fees, commissions, or revenue-sharing structures will be detailed in the individual Partner Agreement.

4.2. Partners agree to accept payment schedules, invoicing terms, and financial obligations as agreed with DKilo and subject to regular bilateral reviews.

5. Data Protection & Confidentiality

5.1. DKilo is committed to protecting user/audience/consumer, clients, and partner brands data in compliance with local and global regulatory

standards (e.g., GDPR, NDPR).

5.2. Partners agree not to divulge any data or analytics generated during the tenure of the partnership for unauthorized purposes.

5.3. All insights, tools, and methodologies shared remain the intellectual property of Parsempo and its affiliates.

6. Termination of Partnership

6.1. Either party may terminate the partnership with 30 days' written notice.

6.2. DKilo may terminate immediately if the Partner:

- Provides false or misleading information.
- Violates advertising, data, or compliance regulations.
- Misuses Parsempo's intellectual property, platforms, or installed retail media infrastructure.

6.3. Upon termination, the Partner must immediately cease use of DKilo's tools, branding, and confidential resources. DKilo will retrieve all proprietary assets installed within the Partners outlet.

7. Limitation of Liability

7.1. DKilo shall not be liable for indirect, incidental, or consequential damages to the television screens within the Partners outlet arising from its daily use or operation.

7.2. Partners acknowledge that advertising outcomes depend on multiple market variables and consumer behavior outside DKilo's control.

8. Dispute Resolution

8.1. In the event of any dispute, Parties agree to first resolve disputes amicably through good-faith discussions and negotiation.

8.2. If unresolved, disputes shall be referred to arbitration in Lagos, Nigeria, under Nigerian law, unless otherwise agreed in writing.

11. Acceptance of Terms

By completing the onboarding process, the Partner confirms that they have read, understood, and agreed to these stipulated Terms & Conditions pending the final sign off of the Partnership Agreement/SLA's