INSERTION ORDER

COMPANY		PUBLISHER	
Company Name	Valueplus Agency Limited	Company Name	
Address	Tower B, Eko Pearl, Eko Atlantic Lagos Nigeria	Address	
Phone		Phone	
Contact Name	Iyobosa Igbinoba	Contact Name	
Contact Email	Iyobosa@nxt.ng	Contact Email	

GENERAL TERMS	
Purpose:	This legally binding IO & SLA governs all campaign traffic generation activities between Valueplus Agency Limited ("Company") and the Publisher. It applies to **all campaigns**, across **all countries**, and across **all Mobile Network Operators (MNOs)**. This document incorporates all prior terms and updated compliance regulations—especially those recently mandated by MTN—which are now **globally applicable across the Valueplus network.** No Publisher shall conduct traffic on behalf of Valueplus unless this IO is duly signed and returned.
Engagement Model:	Cost-Per-Install (CPI), Cost-Per-Acquisition (CPA), and Cost-Per-Lead (CPL) campaign models.
End date:	To be communicated and confirmed separately in writing for each campaign. These specifics shall be governed under the overarching compliance terms of this IO.
Budget:	To be communicated and confirmed separately in writing for each campaign. These specifics shall be governed under the overarching compliance terms of this IO.
Payout:	As announced in writing for specific campaign
Restrictions:	As announced in writing for specific campaign
Currency:	US dollars, if otherwise not confirmed by Parties in writing
Payment terms:	Monthly NET 30 based on Company-validated reporting. Payments are contingent on strict compliance with this IO.

Pause notifications:	Min 24 hours prior to pause/end date/time, in writing
Reporting:	All campaign results will be measured by the Company's tracking and attribution system. Publisher's stats will be reviewed but not authoritative. Discrepancies must be reported within 48 hours.

Targeting Country	Type	Units	Rate per CPA (Revenue)	Amount

TRAFFIC COMPLIANCE REQUIREMENTS	
Traffic Source Naming Standard (trfsrc Parameter)	- All URLs must explicitly contain a clearly labeled `trfsrc` (e.g., `trfsrc=NameOfSource`). - The use of nonsensical or unidentifiable sources (e.g., `AAA44Dhd`, `Googleeeeee123`) is **strictly prohibited**. - Misconfigured or missing `trfsrc` will result in immediate **source disabling, blocking, conversion reversal**, and possible **legal action**.
Creative & Redirect Transparency	- All traffic must be transparent and traceable. Publisher must disclose: - Actual traffic sources - All redirects in the funnel - Final landing pages - Cloaking, masking, or concealing URLs or traffic origins is a **material breach**.
Real-Time Access & Auditability	- Company must be granted real-time access to monitor: - Source logs - Redirect chains - Traffic dashboards - Publisher must retain and present traffic history, creatives, and redirect logs for a minimum of **90 days**.

QUALITY CONTROL & FRAUD PREVENTION	
General	Company reserves the right to review and claim conversion reversals within 7 days of the conversion event or upon discovery of discrepancies, whichever occurs later. Claims shall be supported by relevant reports indicating Publisher traffic source and reversal reasons. Publisher must honour all properly documented claims and adjust compensation accordingly.
Fraud	Company maintains the right to monitor and investigate any suspicious traffic patterns. Upon detection of potential fraud, Company will provide Publisher with fraud detection reports within the above timeframe. Company reserves the right to immediately suspend campaigns if fraudulent activity is suspected, pending investigation.
Over Delivery	Publisher must not exceed agreed-upon campaign caps without explicit prior written authorization from the Company. Unapproved over-delivery will not be billable.

	Should over-delivery occur due to technical issues, the Publisher shall not charge the Company for traffic exceeding agreed volumes unless authorized in writing. If the over-delivery is the result of Publisher's system issues, the Publisher shall bear full responsibility and waives all rights to claim payment for the excess traffic. Repeated breaches of traffic caps may lead to termination of the campaign and permanent exclusion from future opportunities.

Spoofing Protection	The following are strictly prohibited and will result in **immediate campaign suspension**, **reversal of all conversions**, **forfeiture of payment**, and **potential legal action**:
	
	● Artificial traffic generation through bots, emulators, or fabricated sessions.
	● Spoofing of any kind, including but not limited to device types, IP addresses, network providers, or geographical location.
	● Use of bots, scripts, or automated traffic generation tools.
	● Traffic incentivization (including rewards, sweepstakes, or click-bait) unless explicitly authorized in writing by Company.
	
	In addition:
	
	● Publisher must implement all security measures specified by Company, including but not limited to:
	   ○ Security tokens
	   ○ Fraud prevention filters
	   ○ Click verification layers
	   ○ IP/device authenticity validation tools
	● Company reserves the right to update security protocols as required.
	● Failure to implement or maintain required security standards will result in the Publisher assuming **full responsibility** for any traffic loss, fraud, or damage incurred by the Company or its partners.

Retention Requirements	All conversions must meet the **minimum retention thresholds** as defined in each campaign's specifications.
	
	● Company reserves the right to **claim reversals** for any conversions that fail to meet these retention targets.
	
	● Company will provide supporting data through **tracking system reports** to demonstrate non-compliance.
	
	● Publisher **acknowledges** that consistent failure to meet retention benchmarks will result in:
	
	   ○ **Conversion reversals**
	
	   ○ **Rate adjustments** at Company's discretion
	
	   ○ **Potential campaign suspension or termination**

24-Hour Churn Rate	Company reserves the right to void and withhold payment for any traffic that demonstrates a churn rate exceeding 20% within the first 24 hours of conversion. Publisher acknowledges that such traffic will be considered invalid and no payment shall be due for conversions that fail to meet this retention threshold
Security & Data Integrity	All required tokens, fraud filters, encryption layers, and additional security protocols must be implemented. Any breach of protocol transfers full liability for damage and loss to the Publisher.

ENFORCEMENT, PENALTIES & LEGAL LIABILITY

Failure to comply with any part of this IO constitutes a serious breach. The following penalties apply immediately:

Suspension or permanent blacklisting of Publisher account

Immediate reversal of all related conversions

Full forfeiture of earned or pending payouts

Claim for damages and legal prosecution under Nigerian and international commercial law

CONFIDENTIALITY

All details—campaign terms, reports, financials, creatives, performance data—are strictly confidential and must not be disclosed or reused without Company's express written approval.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Nigeria. Any dispute which arises out of, or in connection with this Agreement shall be resolved by negotiation. Parties shall within 5 (five) days of a written request from one party to the other, meet in good faith for negotiations in an effort to resolve the dispute. Any disputes arising out of or in connection with this contract shall be resolved through amicable negotiation between the parties. In the event that parties are unable to reach an amicable settlement in respect of a dispute, difference or claim of any kind within 14 days of the occurrence of a dispute, such dispute, difference or claim shall be settled under the applicable arbitration rules and the Nigerian Arbitration and Conciliation Act, 2023

EFFECTIVE DATE AND SIGNATURES

This Insertion Order (IO) and Service Level Agreement (SLA) constitute a legally binding contract between Valueplus Agency Limited and the Publisher.

By signing below, each party affirms that the Agreement is executed by an authorized representative and becomes effective immediately upon receipt of the executed copy.

The Publisher confirms full understanding and irrevocable acceptance of all obligations, regulatory requirements, consequences, and penalties outlined herein, including but not limited to traffic compliance, fraud restrictions, financial repercussions, and legal liabilities.

This IO supersedes all prior verbal or informal agreements and shall prevail over any other terms and conditions assigned by either party, unless otherwise agreed in writing.

COMPANY	PUBLISHER
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Date:	Date:
By signing this both Parties confirm that signatures belong to people in charge of signing such kind of documents. All duties listed hereabove apply to the Company in general and any of its workers to full extent.	