TOPX AFFILIATE AGREEMENT

The Company: TopX Partners
Affiliate Program Website: https://topx-partners.com
Revision Date: November 9, 2026

TERMS AND DEFINITIONS

Company: a legal entity that enters into this Agreement with the Affiliate for the purpose of promoting the TopX Product.

Affiliate: a participant in the Affiliate Program who promotes the TopX Product on the Internet for the purpose of attracting Clients and receiving Commission.

Client (also referred to as "Player"): a user of the TopX Product attracted by the Affiliate and attributed to the Affiliate in accordance with this Agreement.

TopX Product: the TopX website(s), mobile and/or web applications, mirror websites, sportsbook, casino, and other related services provided by or on behalf of the Company, including third-party components and services used under licenses or other agreements.

Affiliate Program: a cooperation system provided by TopX Partners, under which Affiliates attract new Clients to the TopX Product and receive Commission upon fulfilling the established terms and conditions.

Affiliate Program Website: the web resource available at https://topx-partners.com, containing this Agreement, the registration form, the Affiliate's personal account (dashboard), and other materials related to the Affiliate Program.

Cooperation Model: a format of interaction between the Affiliate and the Company that determines the method of promoting the TopX Product and calculating the Commission. Available models include Revenue Share (RS), Cost Per Action (CPA), Hybrid, and Sub-Affiliate Program in cases provided for by this Agreement.

Revenue Share (RS): a model where the Commission is calculated as a percentage of the NGR (Net Gaming Revenue) generated by Clients attracted by the Affiliate.

CPA (Cost Per Action): a model where the Affiliate receives a fixed or otherwise agreed Commission for a qualified action performed by a Client attracted by the Affiliate.

Hybrid: a model that combines elements of RS and CPA under individually agreed terms and conditions.

Sub-Affiliate Program: a cooperation model under which the Affiliate recruits secondary Affiliates (Sub-Affiliates) and receives additional Commission in accordance with Clause 2.4 of this Agreement.

Promotional Materials: images, texts, videos, audiovisual content, links, banners, landing pages, and other materials used to promote the TopX Product.

Player Account: a Client's user account within the TopX Product.

Deposit: the funding of a Player Account by a Client.

NGR (Net Gaming Revenue): the net gaming revenue determined by the Company based on its internal system data, calculated as the gaming revenue generated by the respective Clients less applicable payment system fees, payment provider fees, and game/content provider fees. If an alternative NGR formula is agreed for a particular Offer, such agreed formula shall apply.

Client Action: gaming or other activity of a Client attracted by the Affiliate that is taken into account when calculating the Commission in accordance with the applicable Cooperation Model and Offer.

Commission: the fee for the Affiliate's services calculated by the Company in accordance with the applicable Cooperation Model, the Company's system data, and this Agreement.

Payout: the transfer of the payable Commission from the Affiliate's internal balance to the Affiliate's designated payment details or Player Account.

1. GENERAL PROVISIONS

1.1. To participate in the Affiliate Program, the Affiliate must accept this Agreement in its entirety and complete the registration process. The Company reserves the right to reject any registration application or terminate cooperation at its sole discretion, without providing any reasons or explanations.

1.2. The Affiliate may simultaneously operate under multiple Cooperation Models, subject to their activation or approval by the Company. Specific commercial terms and rates for each Cooperation Model may be set forth in the personal account (dashboard), via an Offer, or through communication from an authorized manager of the Company.

1.3. The Affiliate is strictly prohibited from maintaining more than one personal account (dashboard) for the same Cooperation Model without the express permission of the Company. Furthermore, the Affiliate shall not register a new personal account using their own Sub-Affiliate link (self-referral).

1.4. The Affiliate must be at least 18 years of age. The Affiliate warrants that they possess full legal capacity and the legal right to enter into this Agreement under all applicable laws.

1.5. The Affiliate is solely responsible for maintaining the confidentiality and security of their personal account access credentials and shall not disclose or transfer them to any third party. Any and all actions performed using the Affiliate's access credentials shall be deemed to have been performed by the Affiliate, unless proven otherwise to the Company's satisfaction.

1.6. Any information received from the Company's managers, customized commercial terms, personal account data, traffic performance metrics, anti-fraud algorithms/data, and any other non-public information shall be deemed strictly Confidential Information and shall not be disclosed to third parties without the prior written consent of the Company.

1.7. The Affiliate is obligated to comply with all geographical, advertising, targeting, and other restrictions imposed by the Company, including, but not limited to, the requirements established for specific GEOs, traffic sources, advertising approaches, creatives, or individual Offers.

1.8. The Company shall not be held liable for the accuracy or correctness of the payment details provided by the Affiliate. A Payout made to the payment details specified by the Affiliate shall be deemed proper and full performance of the Company's payment obligations.

1.9. The Affiliate is strictly prohibited from engaging in threats, insults, harassment, aggressive behavior, or any other unacceptable conduct toward the Company's representatives.

1.10. In the event of any breach of this Agreement by the Affiliate, the Company reserves the right, at its sole discretion, to modify the terms of cooperation, suspend or terminate Payouts, exclude the relevant traffic from the Commission calculation, cancel any accrued but unpaid Commission, block the personal account (dashboard), and/or terminate cooperation entirely.

2. COOPERATION MODELS AND COMMERCIAL TERMS

2.1. Revenue Share (RS)

2.1.1. The baseline Commission under the RS model shall be 50% of the NGR generated by the Clients attracted by the Affiliate.

2.1.2. The Company reserves the right to grant the Affiliate an increased RS percentage, including, without limitation, upon an increase in the volume and/or quality of traffic. The decision to increase the percentage and the applicable rate shall be made by an authorized manager of the Company, and shall be reflected in the personal account (dashboard) or otherwise communicated to the Affiliate via an agreed communication channel.

2.1.3. The Company reserves the right to subsequently modify the applicable RS percentage in accordance with Section 9 of this Agreement.

2.1.4. A negative carryover policy applies to the RS model: any negative balance at the end of a reporting period shall be carried over to subsequent reporting periods and taken into account until it is fully offset by positive NGR, unless otherwise expressly agreed by the Company.

2.1.5. Provided that the Affiliate is not in breach of this Agreement, the entitlement to the RS Commission in respect of previously attracted and properly attributed Clients shall remain valid indefinitely, including during periods of the Affiliate's inactivity, subject to the ongoing operation of the Affiliate Program and provided that the Affiliate's rights have not been terminated on the grounds stipulated in this Agreement.

2.2. Cost Per Action (CPA)

2.2.1. The CPA rate shall be determined on an individual basis, taking into account the GEO, traffic source, OS/operational and commercial parameters, advertising approach, and other factors determined by the Company.

2.2.2. A Client Action shall be deemed a Qualified Client Action and eligible for payment only if it complies with the terms and conditions of the specific Offer, including any applicable requirements regarding the minimum deposit/baseline condition and the execution of the required gaming activity (spin) within the established conversion window.

2.2.3. The specific values for the minimum deposit, baseline condition, conversion window, CPA rate, and other KPIs shall be specified in the Offer, reflected in the Affiliate dashboard, or communicated by a Company manager prior to the launch of the respective traffic.

2.2.4. The Company reserves the right to establish a test period, minimum KPIs, and requirements for traffic retention, activity, quality, and other performance metrics. The specific metrics and the duration of the test period shall be determined individually for the respective Offer and shall be communicated to the Affiliate either prior to or during the test period.

2.2.5. The launch of traffic under the CPA model is permitted only after prior approval of the GEO, traffic source, advertising approach, OS, and any other parameters requested by the Company.

2.3. Hybrid

2.3.1. The terms and conditions of the Hybrid model, including the CPA component, the RS component, the NGR formula, KPIs, GEOs, traffic sources, and the calculation procedure, shall be established by an individual Offer.

2.3.2. If a specific matter is not addressed in an individual Offer, the relevant provisions of this Agreement applicable to the CPA or RS model shall apply to the respective part of the Hybrid model, depending on the nature of such part.

2.4. Sub-Affiliate Program

2.4.1. The Sub-Affiliate Program shall apply only to Affiliates operating under the Revenue Share model, unless otherwise expressly agreed by the Company.

2.4.2. The Commission for the Sub-Affiliate Program shall be 3% of the accrued and payable RS Commission generated by the referred Sub-Affiliate. The Sub-Affiliate Program does not apply to the CPA or Hybrid models.

3. PAYOUTS

3.1. Prior to the initial Payout, the Affiliate’s traffic must pass the Company’s review for fraud, incentivized traffic, and any other breaches of this Agreement, and the available balance must meet the minimum Payout threshold.

3.2. The minimum Payout amount is 100 USD or the equivalent thereof in the available payout method.

3.3. Payouts shall be made once a month, no later than the 15th day of the month following the respective billing period, unless alternative timelines are established on an individual basis.

3.4. Upon an increase in traffic volumes, the Company reserves the right to agree with the Affiliate on Payouts twice a month.

3.5. Available Payout methods include USD in a form supported by the Company, USDT (TRC20), and/or crediting to the Player Account. The specific available method shall be determined by the Company, taking into account technical, compliance, and other restrictions.

3.6. The Company reserves the right to require the completion of KYC (Know Your Customer) / KYB (Know Your Business) procedures, as well as the submission of identity

documents and other information prior to processing any Payout, if necessary to comply with applicable laws, internal procedures, or payment provider requirements.

4. GEOS, TRAFFIC SOURCES, AND ADVERTISING RESTRICTIONS

4.1. As of the date of this edition, the permitted GEOs are: AR, CO, CL, PE, BR, MX, VE, IN, BD, PK, CI, ML, and BF. The Company reserves the right to add, exclude, or restrict any GEO at any time at its sole discretion.

4.2. Prior to launching any traffic, the Affiliate is obligated to verify the current permitted GEOs and restrictions in their personal account (dashboard) or with a Company manager. The approval of a GEO does not exempt the Affiliate from the obligation to comply with all applicable laws and regulations, as well as the terms and policies of advertising platforms.

4.3. Scheme-based traffic, fraudulent traffic, incentivized traffic, cashback, or any other forms of reward provided to users in exchange for registration, deposit, or gaming activity are strictly prohibited. Misleading advertising and misrepresentation are strictly prohibited. Furthermore, under the CPA model, launching traffic using unapproved GEOs, sources, approaches, or other parameters is prohibited.

4.4. Brand bidding, contextual advertising using TopX brand keywords, SEO promotion using TopX brand keywords, and any other exploitation of the Company's brand are strictly prohibited, unless otherwise expressly approved by the Company.

4.5. Email marketing is permitted subject to full compliance with applicable laws, advertising platform/provider rules, strict adherence to recipient consent requirements, and the complete absence of spam. The Affiliate shall bear sole responsibility for the legality of the database and email marketing activities.

4.6. Prior to launching traffic under the CPA model, the Affiliate is obligated to obtain the Company's approval for, at a minimum, the GEO, traffic source, advertising approach, OS, and any other parameters requested by the Company manager.

5. PROHIBITED TRAFFIC SOURCES AND PRACTICES

5.1. Fraud, deception, misrepresentation, false promises, imitation of official TopX communications, and any other misleading practices.

5.2. Incentivized traffic, cashback, or any forms of reward for a deposit or other target action, unless the Company has expressly authorized the specific mechanic in writing.

5.3. Registration of Player Accounts by the Affiliate or any related parties via the Affiliate's own referral link or promo code for the purpose of receiving the Commission.

5.4. Collusion with Clients, multi-accounting, artificial generation of conversions, deposits, or gaming activity, the use of bots, fabricated data, unauthorized use of third-party payment instruments without a legal basis, and any other forms of manipulation.

5.5. Cookie stuffing, cookie overwriting, hidden iframes, invisible tracking pixels/elements, forced redirects, unauthorized injection of tags or scripts, and any other methods of artificial attribution.

6. TRAFFIC VERIFICATION AND QUALITY CONTROL

6.1. The Company reserves the right to verify the quality, origin, acquisition methods, and compliance of the traffic with this Agreement and the terms of the respective Offer at any time.

6.2. Upon the Company's request, the Affiliate is obligated to provide, within the timeframe established by the Company, full and accurate information and materials, including creatives, applications, landing pages, domains, advertising accounts, available proof of placement, traffic funnels, traffic sources, GEOs, marketing approaches, tracking data, campaign statistics, and any other information necessary for verification.

6.3. Anti-fraud and quality control criteria, algorithms, thresholds, risk signals, and other internal methodologies of the Company shall be deemed strictly confidential. The Company is under no obligation to disclose such criteria or provide the Affiliate with internal evidence or verification methodologies, unless otherwise required by applicable law.

6.4. During the verification period, the Company reserves the right to suspend Payouts for a period of up to 1 (one) month.

6.5. Traffic that fails verification or is generated in breach of this Agreement or the Offer may be excluded from the Commission calculation. The Company reserves the right to cancel any accrued but unpaid Commission and deduct the corresponding amount from the Affiliate's balance.

6.6. In the event of a material or repeated breach, the Company reserves the right to block the personal account (dashboard) and terminate cooperation, with the consequences provided for in Section 10 of this Agreement.

7. CLIENT ATTRIBUTION

7.1. The standard cookie lifetime for attribution purposes shall be 30 (thirty) days, unless otherwise specified in a particular Offer or technical specifications.

7.2. Upon registration, a Client shall be assigned to the Affiliate to whom they were initially and properly attributed by the Company's tracking system.

7.3. If an already registered Client clicks a link, utilizes a promo code, or uses any other identifier of another Affiliate, such Client shall not be subject to re-attribution and shall remain assigned to the initial Affiliate.

7.4. The transfer of an existing TopX Client from one Affiliate to another is strictly prohibited. Any attempt to perform artificial re-attribution may result in the blocking of the Affiliate's personal account (dashboard) and other restrictive measures under this Agreement.

7.5. The data generated by the Company's tracking systems shall take precedence in determining registration, attribution, conversion, NGR, and any other performance metrics, unless the Affiliate proves the occurrence of an obvious technical error.

8. INTELLECTUAL PROPERTY AND TOPX BRAND

8.1. The Affiliate is authorized to use the official logos, graphics, and other Promotional Materials of TopX made available in the personal account (dashboard) solely for the purpose of promoting the TopX Product under this Agreement.

8.2. The use of the Affiliate's custom creatives is permitted subject to full compliance with this Agreement and, where applicable, prior approval by the Company. Under the CPA model, such approval shall be obtained in accordance with Clause 4.6 of this Agreement.

8.3. The Affiliate is strictly prohibited from copying or imitating the look and feel of the official TopX resources in a manner that may create the impression that the Affiliate's resource is an official resource of the Company.

8.4. The Affiliate is strictly prohibited from registering or using domain names, applications, social media accounts/pages, trade names, or any other identifiers containing the word TopX or any designations confusingly similar to the Company's brands, without prior written approval.

8.5. The Affiliate does not acquire any rights, titles, or interests in or to the trademarks, trade names, domains, content, or other intellectual property objects of the Company. The authorization to use such intellectual property may be limited or revoked by the Company at any time.

9. AMENDMENT OF TERMS

9.1. The Company reserves the right to unilaterally amend this Agreement and any commercial terms of the Affiliate Program, including, without limitation, the Cooperation Models, RS/CPA/Hybrid rates, the NGR formula and the composition of deductions, GEOs, KPIs, attribution rules, minimum Payout amounts and frequencies, traffic requirements, available Payout methods, and any other provisions.

9.2. No prior individual notice to the Affiliate regarding any amendments shall be required. The new edition of the Agreement shall enter into force upon its publication on the Affiliate Program Website, its display within the personal account (dashboard), or from another date explicitly specified by the Company.

9.3. The continued use of the Affiliate Program or the continued direction of traffic by the Affiliate after the amendments enter into force shall constitute the Affiliate's full and unconditional acceptance of the updated terms and conditions.

10. SUSPENSION AND TERMINATION OF COOPERATION

10.1. The Company reserves the right to suspend or terminate cooperation with the Affiliate in the event of any breach of this Agreement, the terms of an Offer, traffic requirements, applicable laws, or the Company's instructions.

10.2. Upon termination of cooperation due to a breach of this Agreement by the Affiliate, the Company shall be entitled to void the entire unpaid balance of the Affiliate, terminate the accrual of future RS payments and any other Commissions from previously attributed Clients, block the Affiliate dashboard, and terminate the Affiliate's access to the Affiliate Program and the corresponding database of attributed Clients.

10.3. If cooperation is terminated for reasons other than a breach by the Affiliate, the procedure for payment of the accumulated balance and the Affiliate's continued entitlement to future RS shall be governed by the terms and conditions of the Affiliate Program in effect as of the termination date and/or by a separate agreement with the Company.

10.4. The provisions regarding confidentiality, intellectual property, liability, review of previously generated traffic, and dispute resolution shall survive the termination of cooperation to the extent that their nature requires.

11. INQUIRIES AND DISPUTES

11.1. Inquiries regarding account blocks, traffic verifications, and Commission calculations shall be directed to the following email address: partners@topx.one.

11.2. Other inquiries, requests, and feedback shall be directed to the following email address: artners@topx.one or via Telegram @julia_topx (https://t.me/julia_topx).

11.3. The timeframe for reviewing an inquiry shall be 14 calendar days.

11.4. The Company reserves the right to disregard or leave unanswered any inquiries that contain threats, insults, knowingly false statements, or fabricated materials.

12. GOVERNING LAW

12.1. This Agreement shall be governed by, and construed in accordance with, the laws of the Autonomous Island of Anjouan, Union of the Comoros.

13. MISCELLANEOUS PROVISIONS

13.1. If any provision of this Agreement is held to be invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13.2. Customized terms and conditions agreed upon between the Company and the Affiliate via the personal account (dashboard), an Offer, email, messenger, or any other documented method shall take precedence over the general provisions of this Agreement with respect to the corresponding commercial terms.

13.3. The Affiliate shall not assign its rights or transfer its obligations under this Agreement without the prior written consent of the Company.

13.4. Electronic acceptance of this Agreement during the registration process shall have the same legal force and effect as a physical signature, to the maximum extent permitted by applicable law.