

BIGCATPARTNERS AFFILIATE TERMS AND CONDITIONS

(December 2025)

1. BACKGROUND

These terms and conditions (“Terms”) govern participation in the BigCatPartners Affiliate Program (“Program”), managed by DIGIARABIA FZCO (“Company”). Affiliates shall promote licensed brands operated by the Company’s partners (“Operators”), including ‘Betika’, ‘Pepeta’ and their related brands. Participation in the Program constitutes full acceptance of these Terms.

2. DEFINITIONS

Affiliate: any person or entity accepted into the Program.

Affiliate Account: the tracking interface used to monitor activity and commissions.

Big Winner Policy: means that a Qualified Player is quarantined and their negative Net Revenue carried forward when both of the following conditions are met: (a) the player generates negative Net Revenue of USD 5,000 (or currency equivalent) or more in any given month; and (b) the cumulative Net Revenue for all players referred by that Affiliate in the same month is negative USD 5,000 or lower.

Commission: the percentage of Net Revenue due to the Affiliate.

Net Revenue: gross gaming revenue minus winnings, bonuses, taxes, fraud, chargebacks, and operational costs.

Standard Operating Costs: each Operator’s standard operating costs, including but not limited to; applicable gaming taxes, payment processing fees, regulatory fees, and any other industry standard costs directly associated with the Operator’s business.

Qualified Player: a new customer referred by the Affiliate who meets the Program’s qualification criteria.

Reward Plan: the agreed compensation model (Revenue Share, CPA, or hybrid).

Restricted Territory: any jurisdiction where gambling promotion is illegal or prohibited.

3. PARTICIPATION AND ACCEPTANCE

Acceptance of an Affiliates is at the Company’s sole discretion. Affiliates must complete KYC/KYB verification and comply with applicable AML and sanctions laws, including any AML Policies provided by the Company or Operator. The Company reserves the right to request for enhanced due diligence relating to the Affiliate including their directors, employees, and representatives, at any time. The Affiliate warrants authority to comply with these Terms and compliance with all applicable laws.

4. COMPANY OBLIGATIONS

The Company shall provide approved marketing materials and tracking links, track player activity, and pay valid Commissions. The Company may, at its sole discretion and without any liability; reject, suspend, or terminate any Affiliate or referred player to comply with legal or operational requirements.

5. AFFILIATE OBLIGATIONS

Affiliates must:

- Promote the Brands only using approved materials and not engage in spam.
- Comply with all reasonable instructions of Company, including the Advertising Requirements (Appendix A).
- Comply with all applicable laws and display responsible gambling messages.
- Not target Restricted Territories, minors, or vulnerable persons.
- Not use any misleading content or information.
- Not use Company IP other than as expressly permitted.
- Only use sub-affiliates with the prior written approval of the Company and shall remain fully responsible for the conduct of any sub-affiliates.

Any breach of these obligations may result in suspension or forfeiture of Commissions.

6. AFFILIATE WARRANTIES

The Affiliate hereby warrants and undertakes to the Company that:

- For individual Affiliates, they are aged 18 years and above and have capacity to comply with these Terms.
- It is competent and duly authorized to comply with these Terms.
- It and its related parties (directors, shareholders, beneficial owners, signatories) are not currently subject to any sanctions or restrictions by any international or local authority.
- It does not conduct business with any countries or entities subject to international sanctions (e.g. Iran, North Korea, Syria).
- It is not a, nor is it connected to any, Politically Exposed Person (PEP).
- It is the proprietor of all rights, licenses, and permits to market, promote and advertise the Operator in accordance with the provisions of these Terms.
- It will comply with all applicable rules, laws, and regulations in relation to the promotion of the Operator.
- It fully understands, accepts, and agrees to be bound by these Terms.

7. COMMISSION AND PAYMENT

Commission shall be calculated monthly on Net Revenue from Qualified Players at a standard revenue share rate of 25%. Alternative Commission structures (including an alternative revenue share percentage, cost per acquisition (CPA), or hybrid models) shall only apply if explicitly

agreed at the Affiliate approval stage. Minimum payout shall be USD 50 (or equivalent). Payments are made by the 15th business day of each month via bank transfer. Affiliates are responsible for their own taxes and overpayments may be adjusted.

Once the Big Winner Policy is triggered, the affected player will either (a) be quarantined and removed from the Affiliate's channel, or (b) remain in the channel on the understanding that the negative Net Revenue from the previous month must first be recouped before the Affiliate can earn additional Commission from that player.

8. OPERATIONAL COSTS DEDUCTIONS

In accordance with usual industry practice, the Company or Operator shall deduct Standard Operating Costs prior to the calculation and distribution of any Commission. Such deductions shall vary in each market, and the Parties acknowledge the following deductions that shall apply:

- **Uganda:** 60%
- **Tanzania:** 40%
- **Ethiopia:** 30%
- **Kenya:** 30%
- **DRC:** 28%
- **Ghana:** 25%

The above deductions are applied on a **market-wide basis** and are not specific to individual Affiliates. The Company or Operator shall reserve the right to amend the applicable deduction percentages from time to time where required due to changes in regulatory, tax, or operational conditions, upon reasonable notice provided to the Affiliate.

9. TERM AND TERMINATION

These Terms are valid for one year and shall renew automatically unless terminated with 30 days' notice. The Company may terminate this arrangement immediately for suspected breach, misrepresentation, negligence, willful misconduct, or fraud. Upon termination, Affiliates must remove all materials and delete any confidential information. Accounts which are inactive accounts may be closed.

10. RELATIONSHIP OF THE PARTIES

The Parties are independent contractors. These Terms do not create employment, partnership, or joint venture relationships.

11. INDEMNITY AND LIABILITY

The Affiliate irrevocably indemnifies the Company and separately the Operators (including their directors, employees, and representatives) against any damage, claim, or loss arising from:

- Its breach of these Terms.
- Any misrepresentations, willful misconduct, or negligence.
- Any unlawful or fraudulent actions.

The Company's liability in all instances shall be limited to Commissions paid to the Affiliate in the previous three months only.

12. CONFIDENTIALITY

Both Parties must maintain the confidentiality of all information that is not publicly available and use it only for performing with its obligations and compliance of these Terms.

13. INTELLECTUAL PROPERTY

All intellectual property in Brands and materials remains the Company's or Operator's, as the case may be. Affiliates are granted a limited, revocable, non-transferable, licence for promotional purposes only.

14. REGULATORY COMPLIANCE

Affiliates must uphold licensing objectives: prevent crime, ensure fairness, promote responsible gambling, and protect vulnerable persons at all times. Affiliates may not target Restricted Territories and must provide compliance information upon request.

15. DISPUTES AND GOVERNING LAW

Any disputes arising from or in connection with these Terms and not resolved by the parties within 30 days shall be referred to LCIA arbitration in London, England for final arbitration and resolution. The governing law of these Terms shall be England and Wales.

16. VARIATION

The Company shall be permitted to amend these Terms at its sole discretion by giving notice to the Affiliates of such amendment.

17. NOTICES

Any notices to be submitted in relation to these Terms shall be emailed to:

Company: partnersupport@bigcatpartners.com

Affiliates: The Affiliate's registered email address.

18. APPENDIX A – AFFILIATE ADVERTISING REQUIREMENTS

Affiliates must:

- Use only approved advertising or marketing materials.
- Clearly display 18+ and responsible gambling messages.
- Ensure offers are transparent and include key terms.

- Avoid misleading terms such as 'free money'.
- Comply with social media standards and obtain approval for influencer or email campaigns.
- Remove or amend any non-compliant content within 24 hours upon request.
Non-compliance may result in account suspension or termination.