

Sub-Affiliate Agreement

April — operated by Muskays Ltd. · Company No. C 110169 · Malta
Last updated: 14 August 2026

1. Parties and Purpose

This Sub-Affiliate Agreement (“Agreement”) is entered into between Muskays Ltd. (“Muskays”, “we”, “us”), a company registered in Malta under company number C 110169, with registered office at International House, Triq I-Imdina, BKR 3000 Birkirkara, Malta, and the individual or legal entity registering as a sub-affiliate (the “Sub-Affiliate”, “you”) on the April affiliate marketing platform accessible at aprilftd.com (the “Platform”).

This Agreement governs the commercial and operational relationship between Muskays and the Sub-Affiliate, including the promotion of campaigns made available on the Platform, the calculation and payment of commissions, and the rights and obligations of each party.

By registering on the Platform, the Sub-Affiliate accepts this Agreement, the Acceptable Use Policy, the Terms of Service, and the Privacy Policy of Muskays.

2. Eligibility and Onboarding

The Platform is open to both individuals and legal entities (companies). To register, the Sub-Affiliate must:

- Be at least 18 years of age.
- Have the legal capacity to enter into binding contracts.
- Provide accurate and up-to-date personal or company information requested during the registration process (including full legal name, contact email, country of residence, and payment details).

Muskays reserves the right to request additional verification at any time, and to reject or terminate any registration at its sole discretion.

3. Campaigns and Commission Models

Muskays makes available to Sub-Affiliates a selection of advertiser campaigns. Each campaign is governed by specific terms (commission rate, target geographies, payout conditions, KPIs) defined by the Advertiser and made available to the Sub-Affiliate through the Platform or in writing prior to the start of the campaign. Commissions may be structured under one or several of the following models:

- CPA (Cost Per Acquisition): a fixed amount paid per qualified conversion (e.g., per qualified First Time Deposit, or “FTD”).
- Revenue Share: a percentage of the net revenue generated by the players referred by the Sub-Affiliate.
- Hybrid: a combination of CPA and Revenue Share.
- Fixed payment: a flat payment for a defined deliverable (e.g., a paid video, a sponsored post, a content deliverable).

Commission rates are agreed individually for each campaign and may be updated by mutual consent.

4. Qualified FTD Definition

A “qualified FTD” (First Time Deposit) is a conversion that meets the qualification criteria defined by the Advertiser in the relevant campaign brief or Insertion Order. These criteria typically include, depending on the Advertiser: a minimum deposit amount; successful completion of the Advertiser’s KYC verification; a minimum amount wagered or number of bets; the player not being fraudulent, duplicate, or self-excluded; and compliance with the Advertiser’s accepted geographies and target audience. Muskays relies on the qualification criteria and reporting provided by each Advertiser to determine which conversions are qualified and payable.

5. Payment Terms

Muskays processes Sub-Affiliate payments on a weekly basis. Payments are issued every Thursday, provided that the Sub-Affiliate has submitted a valid payment request by Wednesday of the same week. Muskays pays Sub-Affiliates independently of the actual receipt of funds from the relevant Advertiser and bears the cash-flow

risk of advancing payment.

Other payment conditions:

- Minimum payout threshold: 200 EUR (or equivalent). Commissions below this amount are carried forward to the following payment cycle until the threshold is reached.
- Currency: payments are made in EUR or, where agreed with the Sub-Affiliate, in the stablecoin USDT (valued at the EUR equivalent on the payment date).
- Payment methods: bank wire transfer (SEPA or SWIFT), PayPal, or crypto-asset transfer in USDT sent through a regulated exchange / VASP to an identified wallet address provided by the Sub-Affiliate.

Invoicing and self-billing. To ensure every payment is properly documented, the Sub-Affiliate agrees that Muskays may operate a self-billing arrangement:

- The Sub-Affiliate authorises Muskays to issue self-billing invoices in the name and on behalf of the Sub-Affiliate for the commissions due, for each payment made. This authorisation constitutes the Sub-Affiliate's prior written agreement to self-billing.
- Muskays will notify the Sub-Affiliate of each self-billed invoice. The invoice is deemed accepted unless the Sub-Affiliate disputes it in writing within fourteen (14) days of issue.
- Where the Sub-Affiliate is a VAT-registered business, they must provide their VAT identification number so it can be stated on the self-billed invoice. A Sub-Affiliate operating as a registered business may alternatively elect to issue their own invoice to Muskays, in which case self-billing will not apply to that Sub-Affiliate.
- The Sub-Affiliate must promptly notify Muskays of any change to their legal or tax status (including VAT registration or deregistration).

The Sub-Affiliate is responsible for declaring and paying any taxes (including VAT, income tax, and social contributions) due on the commissions received in accordance with the laws of their country of tax residence.

6. Invalid Conversions and Clawback

Muskays reserves the right to invalidate, withhold, or claw back commissions related to conversions that are subsequently identified as fraudulent or non-qualifying, including but not limited to: player chargebacks or payment reversals; players identified by the Advertiser as fraudulent, bonus abusers, or self-excluded; multi-accounting; fake FTDs, fake installs, or artificially generated conversions; bot or non-human traffic; conversions disqualified by the Advertiser; and any other reason set out in the Acceptable Use Policy or the Advertiser's campaign terms.

Where a clawback is applied, only the commissions tied to the invalidated conversions are affected; commissions earned through legitimate, compliant activity remain payable. If invalid conversions are identified after payment, Muskays may deduct the corresponding amount from future payments due to the Sub-Affiliate.

7. Sub-Affiliate Property and Data

The advertising accounts (Meta Ads, Google Ads, native ad accounts, etc.), websites, social media accounts, traffic sources, creatives, audiences, and any data collected through the Sub-Affiliate's campaigns are and remain the exclusive property of the Sub-Affiliate. Muskays does not claim any ownership over the Sub-Affiliate's advertising assets. The Sub-Affiliate is responsible for managing and complying with the policies of each advertising platform they use.

8. Exclusivity and Non-Circumvention

During the term of this Agreement, the Sub-Affiliate agrees to work exclusively with April for the campaigns and Advertisers made available through the Platform (and may not work simultaneously with other affiliate networks for the same campaigns or Advertisers), and not to bypass Muskays by contacting or contracting directly with any Advertiser introduced through the Platform with a view to working with them outside the Muskays relationship. These obligations are essential to the commercial relationship and any breach may result in immediate termination and a claim for damages.

9. Post-Termination Obligations

For a period of one (1) month following the termination of this Agreement, the Sub-Affiliate may not directly or indirectly contact, solicit, or contract with any Advertiser introduced through the Platform; promote or refer traffic to such Advertisers outside the Muskays relationship; or solicit other Sub-Affiliates of Muskays for the purpose of joining a competing network or operation.

10. Compliance and Acceptable Use

The Sub-Affiliate undertakes to comply at all times with all applicable laws and regulations in the jurisdictions they target (gambling, advertising, consumer protection, data protection, anti-money laundering, etc.); the Acceptable Use Policy (AUP) of Muskays, which forms an integral part of this Agreement; the Terms of Service and Privacy Policy of Muskays; the advertising policies of each platform they use; and the specific terms of each Advertiser campaign.

11. Term and Termination

This Agreement enters into force upon registration of the Sub-Affiliate on the Platform and continues until terminated. Either party may terminate for convenience by giving one (1) month's prior written notice. Muskays may terminate immediately and without notice in case of fraud, fake conversions, bot traffic, or any breach of the Acceptable Use Policy; violation of the exclusivity or non-circumvention obligations in clauses 8 and 9; any material breach of this Agreement, the Terms of Service, or applicable law; or any action that materially harms or risks harming Muskays, the Platform, or its commercial partners.

12. Effects of Termination

Upon termination, commissions earned and validated up to the effective date remain payable, subject to the clawback and invalidation rules in clause 6; the Sub-Affiliate's access to the Platform is suspended; the post-termination obligations in clause 9 remain in force for one (1) month; and where termination is due to a serious breach, commissions related to the breach are subject to clawback.

13. Limitation of Liability

To the maximum extent permitted by law, Muskays shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement. Muskays' aggregate liability towards the Sub-Affiliate shall not exceed the total amount of commissions paid to the Sub-Affiliate during the three (3) months preceding the event giving rise to the claim.

14. Confidentiality

The Sub-Affiliate agrees to keep confidential all non-public information received from Muskays in the context of this Agreement, including commercial terms, Advertiser identities, technical data, and Platform information. This obligation continues for two (2) years after termination of this Agreement.

15. Independent Contractor Status

The Sub-Affiliate operates as an independent contractor. Nothing in this Agreement creates an employment relationship, partnership, joint venture, or agency between Muskays and the Sub-Affiliate. The Sub-Affiliate is solely responsible for their own tax, social, and regulatory obligations.

16. Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of Malta. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Malta.

17. Updates to this Agreement

Muskays may update this Agreement from time to time. Material changes will be notified to the Sub-Affiliate via the Platform or by email. Continued use of the Platform after such changes constitutes acceptance of the updated Agreement.

18. Contact

For any question regarding this Agreement, contact admin@muskays.com.