



# MERCHANT SERVICES AGREEMENT

TEMPLATE • VERSION 2.1

---

*between*

**DITC LLC**

a Wyoming Limited Liability Company, trading as DITC.io

*and*

---

<b>Document title</b>	DITC LLC Merchant Services Agreement
<b>Version</b>	2.1
<b>Document owner</b>	DITC LLC - Legal & Compliance
<b>Effective date</b>	Date of the last signature below (the "Effective Date")
<b>Governing law</b>	State of Wyoming, USA
<b>Classification</b>	Confidential - B2B

---

# Table of Contents

---

## Agreement

Preamble — Parties.....	4
1. Background and Commercial Structure.....	4
2. Definitions.....	5
3. Scope of Services.....	6
4. Nature of Relationship; Licensed Providers.....	6
5. Onboarding and Conditions Precedent.....	7
6. Merchant Representations and Warranties.....	7
7. Merchant Operational Obligations.....	8
8. Pricing and Annexes.....	9
9. Settlement.....	10
10. Rolling Reserve and Other Security.....	10
11. Refunds, Chargebacks, Returns, and Negative Balances.....	12
12. Risk Monitoring and Underwriting Rights.....	12
13. Compliance, AML, Sanctions, and Monitoring.....	13
14. Prohibited Merchants and Restricted Activity.....	13
15. Data Protection and Information Rights.....	14
16. Intellectual Property and Branding.....	14
17. Confidentiality.....	14
18. Audit, Inspection, and Information Access.....	15
19. Taxes.....	15
20. Set-Off, Netting, and Recovery Rights.....	15
21. Suspension Rights.....	16
22. Term and Termination.....	16
23. Effect of Termination.....	17
24. Indemnities.....	17

---

25. Limitation of Liability.....	18
26. Force Majeure.....	18
27. Notices and Communications.....	18
28. Assignment and Subcontracting.....	19
29. Amendments.....	19
30. Entire Agreement and Precedence.....	19
31. Severability; Waiver; Cumulative Rights.....	20
32. Governing Law and Jurisdiction.....	20
33. Counterparts; Electronic Signature.....	20
<b>Annexes &amp; Execution</b>	
Annex A — Merchant Pricing Schedule.....	21
Annex B — Approved Business Profile and Processing Parameters.....	24
Annex C — Settlement Instructions and Wallet Details.....	26
Signature Section.....	28

*Page references are approximate and refer to the agreement body following the cover page.*

---

## Merchant Services Agreement

---

This Merchant Services Agreement (the “Agreement”) is entered into as of the Effective Date stated in the Signature Section below by and between:

**DITC LLC**, a Wyoming limited liability company, registered at 30 N Gould St Ste N, Sheridan, WY 82801, USA, operating under the trade name DITC.io (“DITC”);

*and*

the Merchant identified below (the “Merchant”), a company duly organised and existing under the laws of its jurisdiction of incorporation, with the registered details set out in the following fields:

Merchant legal name

---

Jurisdiction and legal form

---

Registered office address

---

Registration number

---

DITC and Merchant are each a “Party” and together the “Parties”.

### 1. Background and Commercial Structure

- 1.1** DITC provides technology, onboarding, integration, merchant support, coordination, operational interfacing, and related non-regulated services in connection with payment acceptance, settlement support, account-related functionality, and ancillary merchant enablement.
- 1.2** DITC itself is not a bank, deposit-taking institution, payment institution, e-money institution, money-services business, or virtual asset service provider, and does not itself hold, route, or control Merchant funds except to the extent strictly unavoidable for technical reconciliation or fee settlement under the relevant partner agreement.
- 1.3** Regulated financial services, including but not limited to licensed payment processing, safeguarded or banking rails, settlement infrastructure, acquiring support, fiat account functionality, and certain crypto-related settlement arrangements, are made available through licensed partner institutions, which may include banking, acquiring, payout, treasury, or compliance partners.

- 1.4** Merchant acknowledges and agrees that DITC may structure the services through one or more underlying sponsoring, settlement, acquiring, banking, payout, crypto-settlement, treasury, compliance, technology, fraud, or correspondent partners and may replace, add, remove, or restructure such providers at any time.
- 1.5** Merchant further acknowledges that service availability is dependent on onboarding approval, continued acceptability under risk and compliance policies, technical readiness, jurisdictional permissibility, and the requirements of DITC and its banking, settlement, acquiring, compliance, and infrastructure partners.

## 2. Definitions

For the purposes of this Agreement:

- 2.1 Affiliate** means any entity controlling, controlled by, or under common control with a Party.
- 2.2 Applicable Law** means all laws, regulations, rules, directions, sanctions, card scheme rules, network rules, regulatory expectations, AML/CFT requirements, data protection laws, and compliance obligations applicable to DITC, Merchant, or the Services.
- 2.3 Chargeback** means any cardholder dispute, retrieval request, reversal, representment failure, fraud-related reversal, scheme assessment, network fine pass-through, or other debit relating to a processed transaction.
- 2.4 Confidential Information** means any non-public business, financial, technical, operational, contractual, pricing, compliance, customer, partner, or strategic information disclosed by or on behalf of a Party.
- 2.5 Merchant Reserve or Rolling Reserve** means the amount retained, withheld, earmarked, set aside, netted, offset, or otherwise reserved by DITC from Merchant funds as security for actual, contingent, anticipated, or future liabilities of Merchant.
- 2.6 Net Settlement Amount** means the gross processed transaction amount actually received and recognised for settlement to Merchant, less all fees, reserves, reversals, refunds, chargebacks, fines, taxes, network costs, FX spreads, crypto conversion costs, losses, claims, indemnities, and other amounts due to DITC or any partner.
- 2.7 Partner Institution** means any licensed bank, electronic money institution, payment institution, acquirer, card scheme, processor, correspondent bank, wallet or custody provider, liquidity provider, or other regulated or technical third-party provider through whose infrastructure any part of the Services is made available, as designated by DITC from time to time.

- 
- 2.8 Prohibited Activity** means any activity prohibited by Applicable Law, card scheme rules, DITC policy, underwriting criteria, sanctions rules, AML/CFT rules, or any banking or acquiring partner policy, including unlawful, deceptive, fraudulent, sanctioned, or excessively risky business conduct.
- 2.9 Services** means the merchant-related services made available to Merchant by or through DITC under this Agreement, including onboarding, integration, transaction routing support, coordination with acquiring or banking partners, settlement support, reconciliation support, fraud/risk management support, reporting, and ancillary functions.
- 2.10 Supported Settlement Currencies** means EUR, USD, and USDT, subject always to corridor availability, technical readiness, counterparty support, sanctions screening, blockchain/network support, wallet verification, and DITC approval.
- 2.11 USDT Settlement** means settlement in Tether (USDT) through a blockchain network approved by DITC at the relevant time. DITC may restrict supported networks and require a verified wallet under Merchant's control.

### 3. Scope of Services

- 3.1** Subject to onboarding approval and continuing compliance, DITC may make available one or more of the following service components:
- Card acceptance support.
  - Payment gateway and technical integration support.
  - Transaction routing and acquiring coordination.
  - Merchant onboarding and ongoing due diligence.
  - Fraud, AML, sanctions, and transaction monitoring controls.
  - Settlement support in EUR, USD, or USDT.
  - Reporting, reconciliation, reserve handling, and account management.
  - Additional services approved by DITC in writing.
- 3.2** DITC may determine, in its sole discretion, whether Merchant is approved for standard-risk or high-risk processing and may impose volume caps, ticket limits, geography restrictions, MCC restrictions, product restrictions, routing restrictions, source-of-traffic restrictions, or settlement restrictions.
- 3.3** Nothing in this Agreement obligates DITC to provide any minimum volume, any specific corridor, any specific acquiring bank, any specific card scheme access, any uninterrupted availability, or any specific settlement method.

- 
- 3.4** DITC may decline, pause, reroute, delay, hold, reverse, block, refuse, or terminate any transaction, payout, merchant account, MID, wallet payout, or service feature where DITC reasonably believes this is necessary or desirable for compliance, fraud prevention, chargeback risk, operational resilience, partner requirements, or risk management.

#### **4. Nature of Relationship; Licensed Providers**

- 4.1** Merchant acknowledges that regulated elements of the service chain may be provided by licensed third-party institutions and not directly by DITC.
- 4.2** Merchant shall enter into, accept, or comply with such additional end-user terms, banking terms, processing terms, network rules, wallet terms, or provider terms as DITC may designate from time to time as a condition of activation or continued service.
- 4.3** Merchant accepts that regulated financial services are made available through the licensed infrastructure of DITC's partner institutions, as designated by DITC from time to time, while DITC acts as a technology, onboarding, marketing, and customer-support agent.
- 4.4** Merchant further acknowledges that DITC may use one or more Partner Institutions, directly or indirectly, for certain banking, settlement, safeguarding, treasury, correspondent, or operational functions, as designated by DITC from time to time.
- 4.5** Merchant has no right to insist on a specific bank, acquirer, processor, correspondent, sponsor, blockchain, settlement rail, or liquidity provider.
- 4.6** Merchant shall not make any public statement suggesting that DITC itself is a licensed bank, EMI, PI, VASP, or regulated financial institution unless DITC has expressly approved the wording in writing.
- 4.7** Where any interruption, outage, delay, freeze, or failure of the Services is caused by a Partner Institution, bank, acquirer, card scheme, processor, blockchain network, or any other third-party provider in the service chain, DITC shall use commercially reasonable efforts to liaise with the relevant provider in order to restore the affected service or pursue an available remedy. Such efforts are undertaken on a best-efforts basis only and as a courtesy to Merchant: DITC does not control third-party providers, gives no warranty as to the availability, continuity, or performance of their services, and shall bear no liability whatsoever for their acts, omissions, delays, insolvency, or failures, as further set out in Sections 25.2, 25.3, and 26.

#### **5. Onboarding and Conditions Precedent**

- 5.1** Activation of Services is subject to DITC's full satisfaction with Merchant's onboarding package, including corporate documents, shareholder and UBO information, identification documents, proof of address, business model explanation, website review, refund policy, customer support

---

details, expected volumes, processing history, financial standing, and any additional documentation requested.

- 5.2** Merchant represents on a continuing basis that all information supplied to DITC is complete, accurate, current, not misleading, and supported by documentary evidence.
- 5.3** DITC may require fresh information, source-of-funds evidence, source-of-wealth evidence, processing evidence, supplier documentation, marketing materials, traffic-source information, financial statements, bank statements, ownership confirmations, sanctions information, or any other due diligence material at any time.
- 5.4** Merchant shall promptly notify DITC of any material change, including change of ownership, directors, UBOs, business model, products, jurisdictions, licensing position, website content, customer complaint profile, chargeback profile, processing pattern, litigation, insolvency risk, adverse media, or regulatory enquiry.
- 5.5** DITC may refuse onboarding or defer activation without giving reasons, to the maximum extent permitted by law.

## **6. Merchant Representations and Warranties**

Merchant represents, warrants, and undertakes on the Effective Date and continuously during the Term that:

- 6.1** Merchant is duly organised, validly existing, and in good standing under the laws of its jurisdiction.
- 6.2** Merchant has full power and authority to enter into and perform this Agreement.
- 6.3** The execution and performance of this Agreement do not violate any law, constitutional document, court order, sanction, financing arrangement, or other binding obligation.
- 6.4** Merchant's business, products, services, websites, checkout flows, fulfilment model, and marketing practices are lawful in each jurisdiction where Merchant operates or targets customers.
- 6.5** Merchant holds and will maintain all permits, licences, registrations, consents, disclosures, consumer notices, and approvals required for its business.
- 6.6** Merchant will not submit illegal, fraudulent, fictitious, unauthorised, abusive, self-funded, circular, cash-advance, or sham transactions.
- 6.7** Merchant will not knowingly process transactions linked to sanctions evasion, terrorism financing, money laundering, fraud, deceptive marketing, intellectual property infringement, adult content where not approved, gambling where not approved, restricted pharmaceuticals, high-risk investments where not approved, or any Prohibited Activity.

- 
- 6.8** Merchant's website and customer journey will at all times clearly display legal entity details, contact details, refund and cancellation rules, privacy notice, terms and conditions, product/service descriptions, pricing, delivery terms, and complaint channels.
  - 6.9** Merchant will honour refunds, consumer rights, and dispute handling obligations in accordance with Applicable Law and its published customer policies.
  - 6.10** Merchant is solely responsible for the acts and omissions of its employees, agents, contractors, introducers, call centres, media buyers, affiliates, and sub-merchants.

## **7. Merchant Operational Obligations**

Merchant shall:

- 7.1** integrate and use the technical solution strictly in accordance with DITC's specifications;
- 7.2** maintain adequate fraud controls, order verification procedures, customer support capacity, complaint handling, refund handling, KYC where relevant, and internal compliance procedures;
- 7.3** process only bona fide sales of its own approved goods or services unless DITC expressly authorises a marketplace, facilitation, agency, or sub-merchant model;
- 7.4** refrain from any material change in business model, products, billing descriptors, websites, traffic sources, jurisdictions, beneficial ownership, or settlement wallet without DITC's prior written approval where requested by DITC;
- 7.5** provide DITC immediate access to records, transaction evidence, fulfilment evidence, refund logs, delivery logs, chargeback files, customer communications, and other documents reasonably requested;
- 7.6** maintain all transaction and customer records for at least ten years or such longer period as DITC may require under Applicable Law, scheme rules, banking partner requirements, AML rules, or litigation-hold instructions;
- 7.7** cooperate fully in all audits, reviews, monitoring exercises, investigations, chargeback responses, regulatory enquiries, scheme enquiries, law-enforcement requests, and partner information requests.

## **8. Pricing and Annexes**

- 8.1** Merchant shall pay all fees, charges, assessments, reserves, penalties, pass-through costs, conversion costs, blockchain costs, legal costs, and other amounts determined under this Agreement or any Annex.

- 
- 8.2** The commercial pricing applicable to Merchant shall be set out in a separate Annex A (Merchant Pricing Schedule) executed by the Parties.
- 8.3** Any general price list, term sheet, offer sheet, rate card, indicative pricing document, presentation, or marketing brochure provided by DITC is for guidance only, is non-binding, and does not create any right to a specific rate, reserve level, settlement timing, approval, corridor, or service configuration.
- 8.4** DITC may revise fees, spreads, reserve levels, settlement conditions, payout currencies, or other commercial terms by written notice where required due to risk profile changes, chargeback changes, fraud, network costs, processor cost changes, bank requirements, regulatory changes, sanctions risks, blockchain conditions, or other commercial reasons.
- 8.5** Merchant authorises DITC to deduct or net all amounts due from any funds otherwise payable to Merchant.

## **9. Settlement**

- 9.1** Subject to this Agreement, Merchant shall be eligible to receive settlement of undisputed Net Settlement Amounts in EUR, USD, or USDT, as approved by DITC for the relevant Merchant profile and corridor.
- 9.2** The standard target settlement cycle is T+2, with a daily operational cut-off at 16:45 UTC; amounts captured after the cut-off are treated as processed on the following day.
- 9.3** For purposes of this Agreement, T means the date on which the relevant transaction is processed, fully captured, accepted by the applicable rail, not subject to exception handling, and recognised by DITC or the relevant partner for settlement calculation.
- 9.4** The T+2 settlement timing (including the 16:45 UTC cut-off) is a target timing only and not a guarantee. DITC may delay, split, suspend, net, offset, or withhold settlement in whole or in part where this is required or considered advisable by DITC for reserve funding, liquidity, compliance review, fraud review, sanctions review, partner instructions, or operational reasons.
- 9.5** Where settlement is made in USDT, Merchant accepts blockchain settlement risk, wallet risk, network fees, protocol delays, chain congestion, address errors, smart-contract or token risk, de-pegging risk, travel rule or compliance restrictions, and the possibility that DITC may switch off USDT settlement at any time.
- 9.6** Merchant bears all losses resulting from incorrect bank account details, incorrect wallet details, unsupported blockchain selection, or failure to maintain access to the nominated settlement account or wallet.

---

**9.7** Settlement statements, if provided, are deemed accepted unless Merchant disputes them in writing within five business days after availability.

**9.8** DITC may convert between currencies or stablecoins as necessary for settlement, fee collection, reversal handling, reserve funding, or loss mitigation, using rates, spreads, liquidity providers, and methodologies chosen by DITC in its sole discretion.

## **10. Rolling Reserve and Other Security**

**10.1** To secure Merchant's present, future, contingent, and anticipated obligations, DITC may establish and maintain a Rolling Reserve, delayed settlement holdback, security deposit, prefunding requirement, top-up requirement, guarantee, or any combination of these.

**10.2** The Rolling Reserve means a percentage of gross processed volume, net processed volume, or settled volume, or a fixed amount, withheld by DITC from funds otherwise payable to Merchant and retained for a rolling period specified in Annex A or otherwise notified by DITC.

**10.3** Unless otherwise stated in Annex A, DITC may determine the reserve using one or more of the following structures:

- a fixed percentage withheld from each settlement batch;
- a target reserve amount funded over time;
- a fixed minimum reserve balance;
- a transaction-specific hold;
- a rolling days-based reserve release model;
- an event-driven reserve increase;
- a blended reserve model combining more than one method.

**10.4** The reserve percentage, reserve basis, reserve cap, funding speed, and release profile may be individually adjusted by DITC at any time based on Merchant's processing profile, industry, geography, fraud exposure, ticket size, delivery model, historical refunds, historical chargebacks, network fines, partner requirements, and risk indicators.

**10.5** Unless otherwise expressly agreed in Annex A, the Rolling Reserve shall be 8% of the settlement amount, applied uniformly throughout the Merchant relationship.

**10.6** Each individual reserved amount shall be withheld for a maximum period of 90 days from the relevant transaction date or settlement date, as determined by DITC's settlement logic, after

which the relevant retained amount becomes eligible for release, provided that no actual, pending, threatened, or reasonably anticipated liability requires its continued retention. For clarity, the percentage in Section 10.5 determines the rate withheld from each settlement batch, while this Section 10.6 governs the release timing of each individually withheld amount; the two mechanisms operate independently of each other.

- 10.7** The Rolling Reserve percentage is not reduced automatically by passage of time. DITC may increase the Rolling Reserve above 8%, or maintain it, if Merchant's processing profile, dispute ratios, fraud indicators, delivery delays, customer complaints, regulatory risk, adverse media, or partner requirements justify a higher reserve.
- 10.8** Any indication in prior pricing or programme material regarding reserve percentages, settlement cycles, or release mechanics is indicative only and does not bind DITC unless expressly confirmed in the signed Merchant Pricing Schedule.
- 10.9** DITC may retain all or part of the reserve beyond the scheduled release date if DITC determines that existing, pending, threatened, or reasonably anticipated refunds, chargebacks, fines, claims, investigations, losses, legal costs, or other liabilities justify continued retention.
- 10.10** The reserve is a security mechanism only and shall not limit Merchant's liability. If the reserve is insufficient, Merchant shall immediately pay the shortfall on demand.
- 10.11** DITC may combine reserve rights with rights of set-off, withholding, recoupment, or netting across any Merchant account, Affiliate account, related MID, related wallet, or related contractual relationship, to the extent permitted by law.

## **11. Refunds, Chargebacks, Returns, and Negative Balances**

- 11.1** Merchant is solely responsible for all refunds, returns, chargebacks, reversals, fines, penalties, retrieval requests, fraud losses, and associated costs arising from Merchant's business.
- 11.2** DITC may process or cause to be processed any refund, reversal, or chargeback at any time and may immediately debit, net, offset, or recover the related amount from Merchant.
- 11.3** Merchant shall maintain sufficient funds to cover its obligations. If Merchant has a negative balance, Merchant shall pay the full amount due within one business day of demand or such shorter period as DITC may specify.
- 11.4** DITC may impose per-refund fees, chargeback handling fees, investigation fees, scheme assessment pass-throughs, legal fees, operational fees, and extraordinary risk fees.

- 
- 11.5** Merchant shall provide complete and timely chargeback defence documentation in the form and deadline required by DITC or the relevant scheme/provider. DITC has no obligation to contest any chargeback and may accept, abandon, or settle any dispute in its discretion.
- 11.6** Merchant acknowledges that indicative pricing materials have referenced refund and chargeback fees and a maximum chargeback ratio threshold, but the binding terms for any Merchant shall be the signed Annex A and any later notice from DITC.
- 11.7** If Merchant exceeds any chargeback threshold set by DITC, the schemes, an acquirer, or any other partner, DITC may immediately increase reserves, delay settlements, restrict volumes, require remediation, impose fines, suspend processing, or terminate the Agreement.

## **12. Risk Monitoring and Underwriting Rights**

- 12.1** DITC may continuously monitor Merchant's transaction activity, website content, customer complaints, dispute ratios, fraud indicators, traffic quality, sanctions exposure, wallet activity, settlement patterns, and business conduct.
- 12.2** DITC may require remediation plans, revised descriptors, enhanced customer disclosures, revised refund policies, geographic restrictions, enhanced fraud tools, step-up verification, reserve increases, or management changes as a condition of continuing service.
- 12.3** Merchant shall immediately comply with any remedial action reasonably required by DITC.
- 12.4** DITC's approval of Merchant at onboarding or at any later time does not constitute advice, endorsement, ongoing suitability confirmation, or a waiver of any right.

## **13. Compliance, AML, Sanctions, and Monitoring**

- 13.1** Merchant shall comply with all Applicable Law, including AML/CFT, sanctions, anti-bribery, anti-corruption, consumer protection, privacy, marketing, tax, export control, and card scheme requirements.
- 13.2** Merchant shall not directly or indirectly use the Services in connection with sanctioned persons, sanctioned territories, embargoed activity, illicit finance, deceptive schemes, or transactions that could expose DITC or any partner to regulatory, sanctions, reputational, or banking risk.
- 13.3** Merchant shall provide all information and assistance requested in relation to KYC, KYB, transaction monitoring, source-of-funds, source-of-wealth, sanctions reviews, blockchain analytics, or suspicious activity assessment.
- 13.4** Merchant acknowledges that DITC and its partners may use third-party service providers for identity verification, liveness checks, blockchain analytics, fraud screening, and compliance controls, and

---

that current DITC terms expressly reference mandatory third-party verification and analytics providers.

- 13.5** DITC may file or support suspicious activity reports or equivalent regulatory notifications and may withhold information where legally restricted from disclosure.

## **14. Prohibited Merchants and Restricted Activity**

- 14.1** Merchant shall not process, and DITC may immediately refuse or terminate, any activity involving categories prohibited by DITC's risk policy, its partners' policy, Applicable Law, or scheme rules.
- 14.2** DITC may designate restricted sectors requiring enhanced approval, including but not limited to high-risk digital goods, nutraceuticals, gambling, gaming, adult content, crypto services, investment offers, lead generation, subscriptions, telemarketing, cross-border high-ticket offers, marketplaces, and other elevated-risk verticals.
- 14.3** Approval for a sector, website, product, offer, or geography is limited strictly to what DITC has expressly approved and may be withdrawn at any time.

## **15. Data Protection and Information Rights**

- 15.1** Merchant shall comply with all applicable data protection and privacy laws in relation to customer data, employee data, and any personal data processed in connection with the Services.
- 15.2** Merchant warrants that it has all necessary notices, consents, and legal bases to share personal data with DITC and relevant partners for onboarding, compliance, transaction monitoring, fraud prevention, settlement, and dispute handling.
- 15.3** DITC may process personal data for identity verification, onboarding, transaction handling, fraud prevention, sanctions screening, complaints handling, record keeping, legal defence, and operational management, consistent with the categories and purposes described in DITC's existing terms and privacy notices.
- 15.4** Merchant authorises DITC to share relevant information with banks, acquirers, schemes, compliance vendors, fraud tools, legal advisers, auditors, regulators, and law enforcement where reasonably necessary.
- 15.5** Merchant shall implement appropriate technical and organisational measures to protect credentials, APIs, customer data, and internal access.
- 15.6** In respect of personal data exchanged under this Agreement, each Party acts as an independent controller and is responsible for its own compliance with Applicable Law. Where Applicable Law requires the Parties to enter into a data processing agreement or to incorporate prescribed data-

---

protection terms, the Parties shall promptly execute DITC's standard data processing agreement, which shall then form Annex D and form part of this Agreement.

## **16. Intellectual Property and Branding**

- 16.1** DITC and its licensors retain all right, title, and interest in the platform, software, APIs, documentation, branding, reports, workflows, and related intellectual property.
- 16.2** Merchant receives only a limited, non-exclusive, non-transferable, revocable right during the Term to use the materials provided by DITC solely as necessary to receive the Services.
- 16.3** Merchant shall not copy, modify, reverse engineer, create derivative works from, scrape, frame, white-label, sublicense, or misuse any DITC technology or documentation except as expressly permitted in writing.
- 16.4** Merchant may not use DITC's name, logo, branding, bank partner name, or any reference to payment or banking partners in public materials without prior written consent.

## **17. Confidentiality**

- 17.1** Merchant shall keep strictly confidential all Confidential Information of DITC and of DITC's partners.
- 17.2** Merchant shall use Confidential Information solely for the purpose of performing this Agreement.
- 17.3** Merchant shall not disclose any pricing methodology, reserve model, partner structure, settlement chain, banking relationship, risk parameters, underwriting logic, fraud controls, or contractual wording to any third party except where strictly necessary and legally required.
- 17.4** DITC may disclose Merchant information to its Affiliates, partners, professional advisers, funders, acquirers, banks, schemes, auditors, compliance vendors, regulators, and prospective successors or assignees under appropriate confidentiality protections.
- 17.5** The confidentiality obligations survive termination for at least ten years and, for trade secrets and partner-sensitive information, as long as such information remains non-public.

## **18. Audit, Inspection, and Information Access**

- 18.1** DITC may audit Merchant, directly or through a designated third party, on reasonable notice or immediately in urgent risk cases.
- 18.2** Merchant shall provide access to premises, systems, records, transaction logs, complaint data, call recordings where lawful, refund records, supplier records, customer communications, fulfillment proof, marketing materials, and compliance files.

**18.3** Merchant shall bear the cost of any extraordinary audit, investigation, scheme remediation, forensic review, legal review, or re-underwriting caused by Merchant's conduct, inadequate controls, excessive disputes, or suspected misconduct.

## **19. Taxes**

**19.1** Merchant is solely responsible for all taxes, duties, levies, reporting, filings, and withholding obligations arising from its business and the transactions processed under this Agreement.

**19.2** DITC may deduct or withhold taxes where required by law.

**19.3** Unless expressly stated otherwise, all fees are exclusive of VAT, GST, sales tax, withholding tax, and similar charges.

## **20. Set-Off, Netting, and Recovery Rights**

**20.1** DITC may at any time set off any amount owed by Merchant against any amount payable to Merchant under this Agreement or any related arrangement.

**20.2** DITC may net obligations across currencies and may perform conversions as necessary using exchange methods selected by DITC.

**20.3** DITC may recover unpaid amounts through direct debit mandate, reserve debit, legal action, debt recovery, wallet offset, affiliate offset, guarantor call, or any other lawful method.

**20.4** Merchant shall reimburse all enforcement, tracing, legal, expert, collection, blockchain forensic, recovery, and external counsel costs incurred by DITC in recovering amounts due.

## **21. Suspension Rights**

**21.1** DITC may suspend all or part of the Services immediately, with or without prior notice, if DITC considers that:

- Merchant breaches this Agreement;
- Merchant fails onboarding or ongoing due diligence;
- Merchant creates excessive chargeback, refund, fraud, sanctions, legal, or reputational risk;
- any banking, acquiring, scheme, wallet, or compliance partner requires action;
- a regulator, law enforcement agency, or competent authority requests action;
- a technical, operational, liquidity, or market event affects safe service delivery;
- DITC reasonably anticipates loss.

**21.2** During suspension, DITC may continue to retain reserves, withhold settlements, block API access, block new transactions, and require remediation.

## **22. Term and Termination**

**22.1** This Agreement starts on the Effective Date and continues until terminated in accordance with this Agreement.

**22.2** Merchant may terminate this Agreement on at least 60 days' prior written notice, provided all liabilities, potential liabilities, reserve requirements, and post-termination obligations remain fully secured to DITC's satisfaction.

**22.3** DITC may terminate this Agreement for convenience on written notice.

**22.4** DITC may terminate this Agreement immediately, with or without notice, if:

- Merchant breaches this Agreement or any related term;
- Merchant provides false, incomplete, or misleading information;
- Merchant fails KYC/KYB or ongoing due diligence;
- Merchant experiences adverse changes in chargebacks, fraud, solvency, ownership, regulation, or reputation;
- Merchant becomes insolvent, threatened with insolvency, or unable to pay debts;
- any partner, bank, acquirer, scheme, liquidity provider, or compliance provider requires termination or cessation;
- continuing the relationship exposes DITC to legal, regulatory, financial, sanctions, scheme, reputational, or operational risk.

**22.5** Termination shall not affect any rights, liabilities, reserves, clawback rights, indemnities, confidentiality obligations, audit rights, recovery rights, dispute rights, or surviving clauses.

**22.6** DITC may continue to hold reserves and delay final settlement for as long as DITC reasonably considers necessary to cover refunds, chargebacks, fines, claims, and other actual or anticipated liabilities, and may hold part or all of the reserve until the later of the end of the applicable chargeback window or such longer period as DITC determines.

## **23. Effect of Termination**

**23.1** Upon termination, Merchant shall immediately cease presenting new transactions unless DITC expressly permits runoff processing.

**23.2** DITC may stop all payouts, place Merchant into runoff, maintain or increase reserves, and require additional security.

**23.3** Final settlement, if any, shall occur only after DITC determines that adequate provision has been made for all actual, pending, and anticipated liabilities.

**23.4** Merchant shall immediately return or destroy DITC confidential materials on request.

## **24. Indemnities**

**24.1** Merchant shall fully indemnify, defend, and hold harmless DITC, its Affiliates, officers, employees, contractors, partners, licensors, banks, acquirers, correspondents, and agents from and against all losses, liabilities, costs, expenses, damages, penalties, fines, judgments, settlements, claims, and demands arising out of or in connection with:

- Merchant's business or transactions;
- Merchant's breach of this Agreement;
- fraud, negligence, wilful misconduct, or unlawful acts by Merchant or its personnel;
- refunds, chargebacks, scheme fines, network claims, or regulatory claims;
- product defects, service failure, consumer complaints, misleading marketing, or fulfillment issues;
- data breaches or privacy violations attributable to Merchant;
- intellectual property claims relating to Merchant's products, websites, content, or marketing;
- sanctions, AML, bribery, tax, or consumer law violations linked to Merchant.

**24.2** This indemnity is independent, continuing, irrevocable, and survives termination.

## **25. Limitation of Liability**

**25.1** To the maximum extent permitted by Applicable Law, DITC shall not be liable for any indirect, incidental, consequential, exemplary, punitive, or special loss, including loss of profits, revenue, business, goodwill, opportunity, expected savings, data, or reputation.

**25.2** DITC shall not be liable for acts or omissions of any bank, acquirer, scheme, liquidity provider, wallet provider, blockchain, technology provider, compliance provider, telecommunications provider, internet provider, or other third party. Any assistance provided by DITC in investigating, escalating, or resolving a third-party failure (including under Section 4.7) is provided as a courtesy only and shall not create any duty of care, warranty, guarantee, or liability of DITC.

- 25.3** DITC shall not be liable for delays or failures caused by risk controls, compliance reviews, sanctions checks, fraud controls, banking interruptions, processor interruptions, scheme action, blockchain conditions, de-pegging events, force majeure, cyber events, market volatility, or regulatory changes.
- 25.4** To the maximum extent permitted by law, DITC's aggregate liability arising out of or in connection with this Agreement shall not exceed the total amount of fees actually received by DITC from Merchant during the three months preceding the event giving rise to the claim.
- 25.5** Merchant acknowledges that the allocation of risk in this Agreement is commercially reasonable and reflected in pricing.
- 25.6** Nothing in this Agreement excludes or limits any liability that cannot lawfully be excluded or limited under Applicable Law, including liability for fraud, fraudulent misrepresentation, or wilful misconduct. The exclusions and limitations in this Section 25 apply only to the fullest extent permitted by Applicable Law and, where any part is held unenforceable, the remaining exclusions and limitations continue to apply.

## **26. Force Majeure**

- 26.1** DITC shall not be responsible for any delay, failure, interruption, loss, data inconsistency, settlement failure, or suspension resulting from events beyond its reasonable control.
- 26.2** Such events include acts of God, flood, fire, war, terrorism, cyberattack, outage, labour dispute, banking moratorium, blockchain congestion, sanctions event, liquidity event, scheme outage, telecommunications failure, legal change, regulatory intervention, or third-party provider failure.

## **27. Notices and Communications**

- 27.1** Merchant consents to electronic communications, including notices by email, dashboard, portal message, or other electronic method designated by DITC.
- 27.2** Notices to DITC shall be sent to legal@ditc.io or to such other address as DITC may notify in writing. Notices to Merchant shall be sent to the legal / compliance notice email designated in Annex B (or, if none is designated, to the customer support email in Annex B).
- 27.3** Notices to Merchant shall be deemed validly given if sent to the latest contact details held by DITC.

## **28. Assignment and Subcontracting**

- 28.1** Merchant may not assign, transfer, novate, declare a trust over, charge, or otherwise dispose of any right or obligation under this Agreement without DITC's prior written consent.

---

**28.2** DITC may assign, transfer, novate, subcontract, delegate, or otherwise deal with this Agreement or any part of it to an Affiliate, successor, purchaser, financier, service provider, or partner, in whole or in part, without Merchant consent.

## **29. Amendments**

**29.1** DITC may amend this Agreement, any policy, any service description, any technical requirement, any reserve model, or any Annex by notice to Merchant.

**29.2** Unless DITC specifies immediate effect for risk, compliance, technical, banking, or urgent operational reasons, amendments may become effective on the date stated in the notice.

**29.3** Merchant's continued use of the Services after the effective date constitutes acceptance.

## **30. Entire Agreement and Precedence**

**30.1** This Agreement, together with all annexes, policies, onboarding forms, technical specifications, reserve notices, fee schedules, and any referenced DITC terms, constitutes the entire agreement between the Parties regarding its subject matter.

**30.2** In the event of conflict, the order of precedence shall be:

- signed bespoke amendment;
- Annex A (Merchant Pricing Schedule);
- Annex B (Approved Business Profile and Processing Parameters);
- Annex C (Settlement Instructions and Wallet Details);
- this Agreement;
- DITC policies and technical documentation;
- any indicative price list, brochure, proposal, or presentation.

**30.3** Merchant acknowledges that DITC's published GTC state that the client relationship is governed by the service agreement together with the GTC and fee schedule, with the agreement prevailing where it specifies otherwise; this template follows that structural approach for Merchant contracting.

## **31. Severability; Waiver; Cumulative Rights**

**31.1** If any provision is found invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the intent of the Parties, and the remaining provisions shall remain in full force and effect.

**31.2** No failure or delay by DITC in exercising a right shall constitute a waiver.

**31.3** DITC's rights and remedies are cumulative and not exclusive.

## **32. Governing Law and Jurisdiction**

**32.1** This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of the State of Wyoming, USA, without regard to conflict-of-law rules.

**32.2** Merchant irrevocably submits to the exclusive jurisdiction of the state and federal courts located in or serving Wyoming, USA, except that DITC may seek interim, injunctive, conservatory, recovery, or enforcement relief in any competent jurisdiction.

**32.3** Merchant waives, to the fullest extent permitted by law, any objection based on venue, forum non conveniens, or similar doctrine.

## **33. Counterparts; Electronic Signature**

**33.1** This Agreement may be executed in counterparts.

**33.2** PDF, scanned, platform-based, or electronic signatures shall be deemed originals and fully binding.

---

## Annex A — Merchant Pricing Schedule

---

*To be completed individually for each Merchant and signed separately. This Annex A constitutes the binding commercial terms for the Merchant and supersedes any indicative pricing, rate card, or offer sheet previously shared.*

### A.1 Commercial parameters

<b>Merchant name</b>	.....
<b>Approved websites / domains</b>	.....
<b>Approved products / services</b>	.....
<b>Approved jurisdictions</b>	.....
<b>Approved MCC / business category</b>	.....
<b>Processing channel(s)</b>	.....
<b>Settlement currency (EUR / USD / USDT)</b>	.....
<b>Settlement cycle target</b>	.....
<b>MDR (%)</b>	.....
<b>Gateway / transaction fee</b>	.....

---

<b>Refund fee</b>	.....
<b>Chargeback fee</b>	.....
<b>FX spread / conversion methodology</b>	.....
<b>Chargeback threshold (% of monthly volume)</b>	.....
<b>Volume cap (monthly, USD)</b>	.....
<b>Maximum ticket size (USD per transaction)</b>	.....
<b>Monthly approved volume (USD)</b>	.....
<b>Special conditions</b>	.....

---

**A.2 Rolling reserve schedule**

Period	Reserve %	Basis (Gross / Net)	Release model
All periods	8%		Rolling 90 days

**A.3 Acknowledgement**

The Parties acknowledge that any general rate card, fee schedule, offer sheet, or price list shared before execution was indicative only. Only this signed Annex A creates binding commercial terms for the Merchant.

---

## Annex B — Approved Business Profile and Processing Parameters

---

<b>Legal entity</b>	<hr/> <hr/>
<b>Registration number</b>	<hr/> <hr/>
<b>Registered address (street, city, postal code, country)</b>	<hr/> <hr/>
<b>Operating address (street, city, postal code, country)</b>	<hr/> <hr/>
<b>Directors (full name + nationality, one per line)</b>	<hr/> <hr/>
<b>UBOs <math>\geq</math>25% (full name, % ownership, country, DOB — one per line)</b>	<hr/> <hr/>
<b>Business description (summary of products / services)</b>	<hr/> <hr/>

<b>Customer countries (allowed GEOs)</b>	<hr/> <hr/>
<b>Source of traffic (organic, paid, affiliate, etc.)</b>	<hr/> <hr/>
<b>Fulfilment model (physical / digital / service / subscription)</b>	<hr/> <hr/>
<b>Refund policy URL</b>	<hr/> <hr/>
<b>Terms URL</b>	<hr/> <hr/>
<b>Privacy Policy URL</b>	<hr/> <hr/>
<b>Customer support email</b>	<hr/> <hr/>
<b>Customer support phone</b>	<hr/> <hr/>
<b>Legal / compliance notice email (for notices under Section 27)</b>	<hr/> <hr/>
<b>Risk classification (Standard / High-risk)</b>	<hr/> <hr/>
<b>Approved start date (YYYY-MM-DD)</b>	<hr/> <hr/>
<b>Special underwriting notes</b>	<hr/> <hr/>

---

## Annex C — Settlement Instructions and Wallet Details

---

### Settlement method:

#### C.1 Fiat settlement details

<b>Bank account holder name (must match the Merchant legal entity)</b>	.....
<b>Bank name</b>	.....
<b>IBAN / account number</b>	.....
<b>SWIFT / BIC</b>	.....
<b>Account currency (EUR / USD)</b>	.....
<b>Routing / ABA number (USD accounts held in the US, if applicable)</b>	.....
<b>Intermediary bank (if any) (name, SWIFT, account)</b>	.....
<b>Bank address (street, city, country)</b>	.....

#### C.2 Crypto settlement details (if applicable)

<b>Wallet owner name (must match Merchant entity)</b>	.....
---	-------

---

<b>Wallet address</b>	   .....
<b>Approved blockchain / network (e.g. Ethereum, Tron)</b>	   .....
<b>Wallet verification method (signature test / micro-deposit)</b>	   .....

**C.3 Operational contacts**

<b>Settlement contact person</b>	   .....
<b>Settlement escalation email</b>	   .....
<b>Treasury / conversion instructions</b>	      .....
<b>Additional verification required before payout (Yes / No)</b>	   .....

---

## Signature Section

---

By signing below, each Party confirms that the signatory has full authority to bind the entity named above, that the entity has read and accepts this Agreement together with all Annexes, and that electronic or scanned signatures shall be treated as originals for all purposes.

<b>Signed for and on behalf of DITC LLC</b>	<b>Signed for and on behalf of the Merchant</b>
<b>Name:</b> _____	<b>Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
Date: _____	Date: _____
Signature: _____	Signature: _____