Standard Merchant Agreement

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Template agreement for payment acceptance organization and settlement support between WHITECAPITAL and a merchant.

AGREEMENT No. ___
on payment acceptance organization and settlement support

City: ____________
Date: "___" ____________ 2026

WHITECAPITAL PAYMENT SERVICES PROVIDER - FZCO, registration number 81299, license No. 88057, Russian INN 9909767762, KPP 772587001, KIO 76776, hereinafter referred to as the "Partner", represented by director KANAN IDRISOV, acting on the basis of constituent documents, on the one part, and

[full legal name of merchant], registration number [], country of registration [], address [], represented by [], acting on the basis of [___], hereinafter referred to as the "Merchant", on the other part, jointly referred to as the "Parties", have entered into this Agreement as follows.

Terms

1.1. Partner means WHITECAPITAL PAYMENT SERVICES PROVIDER - FZCO.

1.2. Merchant means a legal entity or individual entrepreneur connected to the payment infrastructure of the Partner.

1.3. Buyer means an individual paying for goods or services of the Merchant.

1.4. Payment Infrastructure means a set of technical, service and operational tools, including C2B, SBP, QR, payment links, card acquiring, dashboard, API and reporting.

1.5. Payment Resource means a website, application, bot, page, CRM, POS system or other sales channel of the Merchant agreed with the Partner.

1.6. Operation means a payment made by a Buyer in favor of the Merchant through the payment infrastructure.

Subject matter

2.1. The Partner provides the Merchant with technical, service and settlement support services related to arranging acceptance of payments from Buyers.

2.2. The services may include:
C2B / SBP scenarios;
QR codes;
payment links;
card acquiring;
dashboard;
API;
webhook / callback notifications;
operation accounting;
reporting;
refund support;
settlement support.

2.3. The Partner is not the seller of the Merchant's goods or services and is not liable to Buyers for quality, timing, refunds, delivery or fulfilment of the Merchant's obligations.

Merchant onboarding

3.1. Before the start of work, the Merchant provides the Partner with documents and information required for review.

3.2. The Partner may conduct KYB/KYC, AML/CFT, sanctions screening, risk assessment, review of the website, business model, goods and services.

3.3. The Partner may refuse onboarding if the Merchant's risk profile is considered unacceptable.

3.4. Work may begin only after this Agreement is signed, individual commercial terms are agreed and technical onboarding is completed.

Operating procedure

4.1. The Merchant forms an order on its Payment Resource.

4.2. The Merchant transfers payment request data to the Partner through API, dashboard or another agreed method.

4.3. The Partner forms a payment link, QR code or other payment scenario.

4.4. The Buyer pays the order using an available payment method.

4.5. The operation status is transferred to the Merchant through the dashboard, API or webhook.

4.6. The Merchant fulfils its obligation to the Buyer only after receiving confirmation of successful payment.

Settlements

5.1. Funds for operations are credited to the Partner's bank account.

5.2. The Partner settles with the Merchant in accordance with individual commercial terms.

5.3. The Partner may deduct:
its remuneration;
bank and payment infrastructure fees;
refund amounts;
chargeback/dispute amounts;
penalties;
reserves;
other amounts provided by the agreement.

5.4. Fees, payout timing, limits, reserve and other terms are determined in Appendix No. 1.

Refunds and disputes

6.1. Refunds are initiated by the Merchant through the Partner's support.

6.2. The Merchant must provide operation data, refund amount, reason for refund and supporting documents.

6.3. The Merchant is responsible for all buyer claims, chargebacks, disputes, refunds, penalties and fees related to its goods or services.

Merchant obligations

The Merchant undertakes to:
conduct lawful activity;
use the infrastructure only for the agreed payment resource;
not process payments for third parties without approval;
not use the services for prohibited categories;
provide documents upon request of the Partner or the bank;
keep information on the website up to date;
notify the Partner promptly of changes in the business, owners, goods, services or website.

Prohibited categories

The Merchant may not use the Partner's services for illegal activity, fraud, gambling/betting, adult, drugs, weapons, counterfeit goods, crypto exchange, investment schemes, anonymous transfers, operations without an underlying transaction and other prohibited categories.

Suspension

The Partner may suspend operations, payouts or access to API/dashboard if risk is identified, a bank request is received, suspicious activity occurs or the agreement is breached.

Confidentiality

The Parties must keep confidential commercial terms, technical documentation, API keys, reports and other information.

Term

The Agreement enters into force on the date of signing and remains effective until terminated.

Governing law and disputes

Governing law and dispute resolution procedure are determined by individual terms or a separate agreement of the Parties.

Details of the Parties

Partner:
WHITECAPITAL PAYMENT SERVICES PROVIDER - FZCO
Reg. No.: 81299
License No.: 88057
TRN: 105446394600001
Russian INN: 9909767762
KPP: 772587001
KIO: 76776
Registered office: IFZA Business Park, DDP, P.O. Box 342001, Dubai, United Arab Emirates
E-mail: support@whitecapital.tech, office@whitecapital.tech

Merchant:
[merchant details]

Signatures:

Partner: ______________________

Merchant: ______________________