

Standard terms and conditions of merchant bonus agreement

(valid as of 1 April 2025)

1. Definitions

- 1.1. **Settling Client** – A Client who meets the requirements of point 2.3 of the Terms and Conditions
- 1.2. **Calculation Period** – A three-month period for which the Tax and Customs Board has published data on the Client's turnover and taxes paid
- 1.3. **Agreement** – The merchant bonus agreement entered into between the Parties, of which these Terms and Conditions form an integral part
- 1.4. **Client** – A legal entity which has entered into an Agreement with the Bank
- 1.5. **Payment Platform** – The payment method of the Montonio online store (<https://montonio.com/et/maksed/>)
- 1.6. **Montonio** – Montonio Finance OÜ, registry code 14557628
- 1.7. **Bank** – Coop Pank AS, registry code 10237832
- 1.8. **Party or Parties** – The Bank and the Client, together or separately, as applicable
- 1.9. **Fee** – The fee payable by the Bank to the Client for the Calculation Period under the conditions set out in the Agreement for payments received in the Client's current accounts in the Bank via the Payment Platform during the Calculation Period
- 1.10. **Terms and Conditions** – These terms and conditions (i.e. the Standard Terms and Conditions of Merchant Bonus Agreement)

2. General provisions

- 2.1. The Agreement establishes the terms and conditions for the payment of the Fee by the Bank to the Client.
- 2.2. The payment of the Fee is subject to the fulfilment of the following preconditions on terms satisfactory to the Bank:
 - 2.2.1. The Client has granted Montonio its consent in a format that can be reproduced in writing (as a minimum) to transmit to the Bank information on the number and amount of transfers of funds made to the Client's current accounts in the Bank via the Payment Platform and the number and amount of card payments, as well as information regarding the invoice submitted by Montonio to the Client for the use of the Payment Platform.
 - 2.2.2. Montonio has submitted to the Bank the information set out in point 2.2.1 of the Terms and Conditions regarding the Calculation Period for which the Fee is payable.
 - 2.2.3. The Client has qualified as a Settling Client in the Calculation Period forming the basis of the payment of the Fee.
 - 2.2.4. The Client is registered in Estonia as being liable to pay VAT.
- 2.3. The Client is deemed to be a Settling Client if the total amount received in the Client's current account during the Calculation Period is at least 60% of the average monthly turnover of the Client as declared to the Tax and Customs Board in the three-month period preceding the Calculation Period, all of the Client's money received via the Payment Platform is paid into the Client's current account(s) in the Bank and the Client has not transferred more than 30% of the received amounts to any current account(s) it has opened in other banks. This does not pertain to the following amounts received:
 - (i) Amounts placed in an overnight deposit by the Client
 - (ii) Loans transferred to the Client
 - (iii) Cash deposits made by the Client
 - (iv) Amounts received from the current accounts of or cash deposits made by companies belonging to the same group as the Client

3. Fee

3.1. The Bank will pay the Client a Fee for each Calculation Period in which the Client qualifies as a Settling Client.

3.2. The Bank will pay the Fee to the Client's current account as specified in the Agreement within 14 calendar days of the date on which the Tax and Customs Board publishes the Client's tax and turnover data for the Calculation Period on which the Fee is based.

3.3. The amount of the Fee payable by the Bank is as follows:

3.3.1 The extent of the fees paid by the Client to Montonio for the use of the Payment Platform (subject to the limitation set out in Section 3.3.2), which includes package fees, payment initiation fees, payment link fees, card payment fees and reimbursement fees

3.3.2. If the total amount of invoices (excl. VAT) submitted by Montonio to the Client for the use of the Payment Platform for the Calculation Period exceeds 2% (on an annual basis) of the average balance of the Client's current accounts open in the Bank during the Calculation Period, the Fee is a maximum of 2% (on an annual basis) of the average balance of the Client's current accounts open in the Bank during the Calculation Period.

3.4. The Bank does not pay the Client interest for the money in their account for Calculation Periods during which the Bank pays the Client the Fee.

4. Confidentiality

4.1. The content of the Agreement and any information that becomes known to the Parties in the course of performing the Agreement must remain confidential. The disclosure of either to third parties is only permitted in the cases set out in law and the Agreement or with the consent of the other Party (provided in a format that can be reproduced in writing).

4.2. By entering into the Agreement, the Client grants the Bank the right to disclose to Montonio that the Client is a client of the Bank and to provide Montonio with information about the entry into force and termination of the Agreement and/or the termination of the client relationship between the Bank and the Client.

5. Non-transferability of rights

The Client may not assign or otherwise transfer its rights under the Agreement without the written consent of the Bank.

6. Validity, amendment and termination of Agreement

6.1. The Agreement enters into force from the moment it is signed by the representatives of the Parties, and remains in force indefinitely.

6.2. The Bank has the right to unilaterally amend the Terms and Conditions by notifying the Client of the amendments pursuant to the procedure and within the time limits set out in the General Terms and Conditions of the Bank. The Agreement may only be amended by written agreement between the Parties.

6.3. The Client has the right to terminate the Agreement by the ordinary procedure at any time by notifying the Bank in writing at least three (3) calendar days in advance.

6.4. The Bank has the right to terminate the Agreement by the ordinary procedure at any time by notifying the Client in writing at least two (2) months in advance.

6.5. The Agreement automatically expires if the Client withdraws the consent set out in point 4.2 of the Terms and Conditions or the Bank becomes aware that the Client has withdrawn the consent set out in point 2.2.1 of the Terms and Conditions.

7. Other conditions

The Agreement is governed by the General Terms and Conditions of the Bank.