

Terms and conditions Of the contract for individuals regarding the use of OTPdirekt service

Chapter I: Defining the terms of the contract

1. The Bank – OTP BANK ROMANIA S.A., with its' national network of territorial units
2. Client – Individual who has at least one current account with OTP BANK ROMANIA S.A. and a bank card and requests OTPdirekt service
3. Empowered representative – individual authorized to represent the Client in the relation with the Bank, appointed by the Client at the account opening or later, by completing and signing the bank's papers, who has a sub-card for the Client's accounts and is designated as representative for OTPdirekt service.
4. Current account – the form for mobilising the available balance of the Client for making current operations (deposits, check in and payments intra and interbank, withdrawals) within the credit balance, debit balances not being allowed.
5. Card – an access instrument for one or more banking accounts, which allows the holder to make payments and withdrawals by debiting the account/accounts.
6. Internet – a network of computers interconnected through communication environments (optical fiber, telephone line) with the purpose of using all physical, logical and information resources associated to the computers in the network, by a great number of users – even worldwide.
7. OTPdirekt – service offered by OTP BANK ROMANIA S.A. that includes the electronic distribution channels for the Bank' products and services, such as: Contact Center, Internet Banking and SMS Alerts
8. OTPdirekt-SMS Alerts: optional part of OTPdirekt service that refers to sending alerts in the form of SMS to the mobile telephone numbers indicated by the client, according to the SMS Annex
9. OTPdirekt-Internet Banking and Contact Center: optional part of OTPdirekt service that refers to the access from distance offered by the Bank to the Client, for accessing his accounts and making transactions through internet and telephone
10. Date of activation: the moment from which the Client has access and benefits from the services chosen in the present contract
11. Date of deactivation: the moment from which the Client no longer has access and does not benefit of the services that were chosen in the contract
12. Token – device also called Digipass, used for the identification of the Client in a secure way, through the digital signature
13. User's Manual – the guide of the user regarding the way the electronic channels will be used
14. Access Code – The Password used by the Client for connecting to OTPdirekt
15. IVR – the telephonic robot accessed through the Contact Center service
16. Monthly fee OTPdirekt-Internet Banking and Contact Center: monthly fee taken for the OTPdirekt-Internet Banking and Contact Center service provided
17. Monthly fee OTPdirekt-SMS Alerts: monthly fee taken for the OTPdirekt-SMS Alerts service provided, depending on the component chosen by the Client, different from the monthly fee for OTPdirekt-Internet Banking and Contact Center
18. SMS price: the fee for every message sent to the mobile terminal of the Client.
19. Authorizing a payment through OTPdirekt – manifestation of consent of the payer for executing a payment order, using the channels available through OTPdirekt service;
20. Consent – exteriorization or manifestation of the decision for closing a contract/ authorizing a payment order. The expression of the consent for the executing the operations is considered to be:
 - for Internet Banking: the moment when the Client clicks "Approve" button for an operation/transaction.
 - for Contact Center: the moment when the Client confirms the information repeted by

the Contact Center operator (after these have been introduced in the system by the operator, according to the instructions given by the Client)

21. Distance communication means – any means that, without the simultaneous presence of a Bank’s representative and a Client’s representative, can be used for closing a contract for payment services.
22. Durable support – any instrument that allows the Client to store information addressed personally to him, in an accessible way for future checks, for a period of time adequate for the informative purposes, and who allows the identical reproduction of the stored information;
23. Banking day – a day (except for Saturday and Sunday or legal holidays) when the Bank makes specific activities, including the execution for payment orders, being open to the public
24. Reference exchange rate – exchange rate used as a basis for calculating the foreign exchanges and is provided by the Bank or is available from a public source
25. Payment operation – action initiated by the Client or the beneficiary of the payment with the purpose to deposit, transfer or withdraw funds, regardless of any other obligations between the Client and the beneficiary of the payment
26. Payment order – any payment instruction given by the payer or the beneficiary of the payment to the Bank through which he requests the dispatch of a payment operation
27. Frame-contract – payment services contract which establishes the execution, in the future, of some individual or successive payment operations, automatically or at the request of the Client, and who can have the obligation of establishing an account for payments, as well as the conditions for this representation;
28. The consent expressed for the execution of several payment operations as well as for scheduled payments can be revoked if the selected operation is edited and the approval is cancelled at least one banking day before the term for executing the payment, all future payment operations being considered unauthorized.

Chapter II: The object of the contract

1. The object of the present contract is represented by the provided service of OTPdirekt-Internet Banking and Contact Center of the Bank, in order for the Client to make the transactions mentioned in the present contract and/or by the providing of information about the accounts through OTPdirekt-SMS Alerts, depending on the options expressed by the Client at the closing of the present contract.
2. The clients will have access to OTPdirekt service according to the rights and restrictions specified in the present contract.
3. The contract, as well as the SMS Annex, is signed on every page by both Parties
4. With this service, the client has distance access (through internet and telephone) to his accounts at OTP BANK ROMANIA S.A., can obtain an account statement and/or information about the movements on the account.
5. With OTPdirekt-SMS Alerts service the Client can receive information in the form of an SMS, about movements in his accounts and cards, about the available balance for the accounts selected in the present contract. The SMS will be sent to the telephone number/numbers indicated by the Client in the SMS Annex.
6. Through OTPdirekt-Internet Banking and Contact Center service, the Client can perform the following operations:
 - Domestic payments: inside Romania's territory, including treasury payments
 - Foreign payments: to beneficiaries with accounts in Romania or in other countries, including payments between the Client's accounts or to another OTP BANK ROMANIA S.A. clients)

- Foreign exchanges
- Deposits: opening and closing deposits (opened through any of the distribution channels)
- Other operations offered by the Bank and requested in an express way by the Client, in conformity with the current laws and the internal regulations of the Bank.

Chapter III: Identification of the Client

1. Regardless of the electronic channel used (internet or telephone), the Client will be identified as follows:
 - Level 1 of identification:
 - The last 10 digits of the bank card from OTP BANK ROMANIA S.A.
 - Access Code (3 digits chosen by the client)
 - Level 2 of identification:
 - An 8 digits code generated by the Token
2. At the first connection to the service, the Access Code is formed from 3 characters of the IBAN account of the Client, attached to the bank card used for identification. After the first connection, the Client is required to change this code. If the Access Code is introduced incorrectly 3 times in a row for the first level of identification, the access to the OTPdirekt service will be blocked and the unblocking can be done only by telephone through the Helpdesk service at the number 021 308 57 12, from Monday to Friday between 8:30-17:30.
3. If the code generated by the Token is introduced incorrectly for 3 times in a row, the access will be blocked and the unblocking can be done only after the identification of the Client in one of the OTP Bank branches. The code generated by the token is valid for 36 seconds from the moment it is generated, after this moment the code will expire and the client must restart the connection process.

Chapter IV: Performing transactions

1. Through OTPdirekt the transactions can be performed within the following limits:
 - A limit of 40.000 RON per transaction: for domestic payments
 - A limit of 10.000 EUR per transaction: international payments and foreign exchanges
2. The access for operations and transactions through OTPdirekt is possible only after a successful identification for both levels.
3. Every transaction ordered by the Client and arrived through OTPdirekt will be considered authorized.
4. Transactions through OTPdirekt – Internet Banking:
 - The transaction can be revoked by the Client as long as it hasn't been sent to the Bank. The transactions that have the status "Pending", "Successfully processed" and "Processed with error" can no longer be modified.
5. Transactions through OTPdirekt – Contact Center:
 - Transactions made through OTPdirekt – Contact Center are processed in real time by the operators, with an immediate impact on the account's balance, and can not be revoked after the Client confirmed the operation to the operator.
6. The transactions will be processed in the same day they were saved if they arrive in the Bank's systems before the cut-off time established by the current laws and the internal regulations of the Bank. The transactions arrived after the cut-off time will be processed in the following banking day. The cut-off time is available in all territorial units of OTP BANK ROMANIA S.A.
7. The Client has the obligation to bring to the Bank the forms for foreign payments (External Payment Order/Request for Payment/Foreign payment order) in the conditions

- and terms established by the NBR Norm no.26/2006 regarding the statistical reporting of data.
8. The Bank will offer the Client the proof for the domestic payments made through OTPdirekt only by request. This proof can be obtained from any branch of OTP BANK ROMANIA S.A .
 9. For foreign exchanges sent through OTPdirekt – Internet Banking and Contact Center during the working hours of the Bank, the transactions will be processed at the exchange rate available at the time of the approval for the transactions. Outside the Bank's working hours, the client accepts the exchange rate available at the moment the exchange is approved.
 10. The limits defined by the Client are considered to be expressed in the account's currency for which the limit is applied, unless there is mentioned otherwise in the contract
 11. If the parties agree for the payment order to be executed in a specific day or the day the client provided the funds to the payment services provider, the moment of reception is considered the agreed day.
 12. In case the agreed day is a non-working day for the payment services provider, the payment order is considered as received the following working day.

Chapter V: Parties' obligations

a) Client's obligations

1. The Client is directly responsible for transmitting the identification elements (the number of the bank card, the Access Code, the Token) used for OTPdirekt to unauthorized persons, as well as for the consequences of any nature resulted from such circumstances, the Bank being discharged of any responsibility.
2. To use the Token according to the terms that regulate its' issuing and usage and to take all reasonable measures for keeping the personal security elements safe.
3. To use the service according to the User's Manual provided by the Bank at the address <http://www.otpbank.ro/ro/manual-de-utilizare-al-serviciului-otpdirekt.pdf>.
4. To notify the Bank immediately he notices: the registration of unauthorized transactions by the Client in his accounts; any error and disorder appeared in the administration of the account by the Bank; the elements that create suspicions regarding the possibility of knowing the bank card number, the passwords; disorders of the system or of the passwords received.
5. To notify the Bank, without an unjustified delay, as soon as he takes notice of the lost, theft, destruction, use without a right of the Token or any other unauthorized use of the token.
6. To make transactions according to the available balance of the current account and to the limits established by the Bank for different types of operations, considering also the amount necessary for commissions and SWIFT fees available for each transaction.
7. To bring to the Bank the documents required according to the NBR Norm no 26/2006 regarding the statistical reporting of data for payment balance, the Bank having the right otherwise to revoke the present contract and request to the Client interest damages.
8. To present justification documents, when the Bank considers to be necessary for clarifying the operation and the identity of the sender and/or of the beneficiary according to the law in force.
9. To accept the registration of the telephone calls made by the Client to the OTPdirekt – Contact Center service.
10. The Client authorizes the Bank to use his information for marketing purposes, studies, statistics for own purposes as well for the group, respecting the stipulations of the Law no 677/2001 regarding the protection of individuals for the processing of private data and the free circulation of these data.
11. Using the service draws for the Client the obligation to pay a monthly fee depending on the components requested, as well as for the value of the SMS sent to him.
12. The Client, as well as the representative of the Client, have the obligation to return the

- Token to the Bank in case the present contract is terminated.
13. The Client has the obligation to inform the Bank of any change of the data comprised in the present contract in 5 days from the moment they occur. The Bank does not assume the risks that may appear as a result of not respecting this obligation, the change of the implied data not being opposable to the Bank.
 14. The Client has the obligation that, in 15 days from receiving a notification regarding the change of fees and commissions regarding the OTPdirekt service, to communicate to the Bank in written his option for accepting/not accepting the new conditions. In case of accepting, the Additional Paper will be signed in the term of maximum 30 days from the date of the notification was communicated.
 15. The Client has the obligation to know and respect the frame-contract for current account closed with the Bank, as well as the clauses of the present contract.

b) The Bank's obligations

1. To provide the Client with all necessary means for using the system for making operations.
2. To inform the Client about any modification or development to the OTPdirekt service, by publishing them on the web page: <http://www.otpbank.ro/> or in the OTPdirekt application.
3. To accept and process the payment instructions sent by the Client, if these respect the legal background and the internal norms.
4. To keep confidentiality of the transactions made by the Client and respect the stipulations of the Law no. 677/2001 regarding the protection of individuals for the processing of private data and the free circulation of these data.
5. To keep the professional secret in the banking sector, according to the Emergency Ordinance of the Romanian Government no. 99/2006 regarding loan institutions and adequate the capital, approved with modifications and completions by the Law 227/2007, for operations made on accounts and regarding the financial situation of the clients.
6. To ensure all necessary information regarding the operations made by the Client in his accounts.
7. To offer a Helpdesk service, by calling the telephone number 021 308.57.12, having the working hours 8:30-17:30, from Monday to Friday.
8. To provide an User's Manual of the service to the Client at the address: <http://www.otpbank.ro/ro/manual-de-utilizare-al-serviciului-otpdirekt.pdf> .
9. To announce when maintenance works take place, that interfere with the functionality of the service.
10. To follow the turning in of the documents, according to the NBR Norm no. 26/2006 regarding the statistical reporting of data for elaborating the payment balance.
11. To notify the Client of any modification regarding the value of the fees and commissions from the present contract with at least 30 days before applying the new values, so that the Client has minimum 15 calendar days to communicate his option for accepting/ non-accepting the new conditions and for signing the additional paper for those modifications, by presenting himself at the territorial unit of the Bank in case of accepting the new conditions.
12. To replace for free the Token of the Client and of the Representative as a result of the deficiencies observed for the functioning of the Token (not generating the codes, generating the same code for a period greater than 36 seconds, generating wrong codes, etc) and that are not caused by the Client or his Representative. To replace against pay the Token of the Client or his Representative in case it was lost, stolen or destroyed. The replacement will take place in maximum 15 calendar days from the day the Token with deficiencies was turned in. The handing in of the defective Token will be made based on an observing report..
13. In the case that, at the request of the Client, for closing a Mandate/Contract for Direct Debit was used a distance communication mean that does not allow the Bank to comply with the legal regulations regarding the previous informing, the Bank will comply with its' obligations as soon as the Mandate/Contract for Direct Debit is closed in.

Chapter VI: Parties' responsibilities

1. The Client is responsible for the correctness and completeness of all information sent to the Bank, as well as for the licit character of the transactions, and without the purpose of "money laundering or financing terrorism activities".
2. The Bank is not responsible if the Client orders transactions with incorrect and/or incomplete information.
3. The Bank is responsible for the value of the unauthorized transactions, as well as for any error or mistake due to the Bank and proven, in managing the Client's accounts.
4. The Bank has no responsibility regarding the equipments and channels used for accessing OTPdirekt service (computer, internet connexion, telephone etc.) and also in case the Client shares his identification elements to someone else (bank card number, Access Code, Token).
5. The Bank will not process the transactions ordered by the Client that overpass the limits established in the contract and/or overpass the available balance of the account, the Bank not being responsible in these cases for any of the Client's damages as a result of the rejection of the transaction.
6. The Bank is not responsible in case it is proven that the actions taken by the Bank are according to the present convention or that the instructions sent by the Client were incorrect.
7. The Client is responsible for the correctness and accuracy of the information offered to the Bank at the closing of the present contract, and assumes completely the consequences that may derive if he fails to respect this condition.
8. In case one of the Parties fails to respect the obligations taken in the present contract or, if the case, respects them in an improper way, the other Party has the right to suspend the execution of his own obligations, until the time they are respected or, if the case, the obligation/obligations of the guilty Party is/are respected properly.
9. The Client, as well as the Representative of the client, are responsible to return to the Bank the Token in a functional status when the OTPdirekt contract is terminated (if the Client or his Representative is not a Representative for another Client where he is using the Token). Not returning the Token in a functional status implies a fee of 25 EUR/token on behalf of the Client. The value for this fee will be taken from the current account indicated by the Client on the contract. If the account is not specified on the contract or if the available balance is not sufficient for covering the value of the Token, the Bank will decide the way and the source for debiting the amount.
10. The Client will not take any financial consequence that results from the use of a lost, stolen token or used without a right, after the notification being made according to Chapter V lit. a), except if the Client has acted in a fraudulent way.

Chapter VII: The amending and the validity of the OTPdirekt contract

1. Modification/ addition to the present contract will be made based on additional papers or the resigning of the modified contract. In case the proposal for modification/ addition belongs to the Bank, it has the obligation to communicate this proposal, with all information and conditions stipulated with art 99. from the OUG nr 113/2009 regarding payment services, with minimum 2 months before the date proposed for applying. If the Client does not communicate to the Bank an expressly written refuse within the 2 month, it will be considered the new conditions were silently accepted by the Client, according to the legislation in force.
2. Any of the conditions referring to the fees and commissions for OTPdirekt service in the present contract can be modified only by an Additional Paper accepted by the Client. The Client has the possibility to chose between accepting and giving up to the services offered by the Bank
3. Any notification regarding changes of the value of the fees and commissions for

- OTPdirekt service will be done with at least 30 days before becoming valid. The Client has 15 days from the date the notification was received to analyze the new conditions and communicate his option to the Bank, in written for accepting/not accepting the new conditions. In case the new conditions are accepted, the Additional Paper will be signed in maximum 30 days from the date the notification was transmitted. Not announcing in the term defined earlier is not considered tacit acceptance of the new conditions by the Client.
4. The contract is concluded for an unlimited period of time and comes into practice from the date of activation.
 5. The Client can request modifications for OTPdirekt – SMS Alerts service relating to: changing the limits for debit/credit, changing the telephone number or temporary suspension of the service. Any modification ordered by the Client and arrived through OTPdirekt will be considered authorized.
 6. For payment operations for which the fees are not mentioned expressly in the present contract, the Client having the possibility to chose for such operations, the Bank will consider applying the fees according to the brochure “Fees and commissions for Individuals”, in force at the date for executing the payment operation, or according to the conditions from the closed in contracts/ agreements/ conventions, respecting the legislation in force.

Chapter VIII: Force majeure and fortuitous event

1. In case of a situation of force majeure or fortuitous event, the contracting parties are exonerated from their responsibility, the terms of commitment being delayed accordingly.
2. By “force majeure” it is agreed as a future event, absolutely unpredictable and inevitable, that will exonerate from responsibility the party that invokes it.
3. By “fortuitous event” it is agreed as a future event, relatively unpredictable and inevitable, that will exonerate from responsibility the party that invokes it, including the technical difficulties that make it impossible to offer the contracted service.
4. In case of force majeure, it is compulsory to notice the appearance of it, in 5 days since the appearance of such a case, followed by the sending of the force majeure certificate, issued by the Chamber of Commerce and Industry of Romania, in 15 days since the appearance.
5. In case of a fortuitous event, it is compulsory to send a notification, in 5 days since it's appearance.
6. If a force majeure or a fortuitous event situation appears, the contracting Parties are responsible to put in the necessary effort, to diminish the effects produced by such an event.
7. If the situation of force majeure or fortuitous event does not stop in 15 days since it's appearance, the Parties agree that the present contract can be considered cancelled, without demanding interest-damages.

Chapter IX: Termination of the contract

1. The contract can terminate with the agreement of both Parties, by written notification of the other Party and only after the Client paid off all the fees and commissions for the service.
2. The Client can terminate the contract one-sided, by handing a written notification at the Bank's unit that administrates the account 30 days before the termination of the present contract, the Client having the obligation to turn in the token.
3. The Bank can terminate the contract one-sided, based on a notification sent with the conditions stipulated in the present contract 2 months before, without any other formality and without a court law.

4. Any of the contracting Parties can revoke the contract at any time when he observes that the other Party did not respect the stipulations of the present contract. The termination will be processed within 5 days from the moment the notification was communicated, except the situation when the guilty Party repaired the deficiencies observed within this term.
5. The contract can terminate by force majeure, according to the point 7 from Chapter VIII.
6. The termination of the contract will not affect in any way the right of the Bank regarding the collection of the amount owed by the Client as an effect of the actions before the date of termination.

Chapter X: Fees and commissions for OTPdirekt service

1. OTPdirekt – Internet Banking and Contact Center service:

Monthly fee	
• Internet Banking + Contact Center	
• For the main user	1.5 EUR / month
• For each additional user *	0.5 EUR / month
• Internet Banking + Contact Center + SMS Alerts	
• For the main user	1.5 EUR / month
• For each additional user *	0.5 EUR / month
* User for Internet Banking and Contact Center. There can be maximum 2 additional users representatives per client.	

2. The token is offered without charge to the Client, as well as for the Representative (if there is one). Also, the token is replaced free of charge if it has deficiencies that were not caused by the Client or the Representative.
3. The Client will pay the value of the token (25 EUR) if:
 - The contract is terminated before using the OTPdirekt service for one year
 - He requests the replacement of the token for him or a Representative, because the initial one was lost, stolen or destroyed.
4. The commissions for the transactions made through OTPdirekt are:
 - Internet Banking - 50% of the value of the commissions valid in the OTP Bank branches
 - Contact Center – 75% of the value of the commissions valid in the OTP Bank branches
5. OTPdirekt – SMS Alerts service:

Monthly fee*	
• SMS Alerts	1 EUR / month
Costs for SMS alerts	
• Account balance	0.09 EUR / SMS (0.1071 EUR/SMS with VAT)
• Current account control	0.11 EUR / SMS (0.1309 EUR/SMS with VAT)
• Bank card control	0.13 EUR / SMS (0.1547 EUR/SMS with VAT)
*In case the Client chooses only the component OTPdirekt-SMS Alerts	

6. The Client will be charged for all the SMS sent to his mobile terminal. If the mobile terminal is closed, the SMS will be kept by the mobile operator for maximum 3 days counted from the day the alert was sent, and the value of the message will be charged by the Bank.
7. The value of the monthly fees will be taken from the current account mentioned by the Client in the contract, in the last banking day of the current month, at the reference exchange rate from that day.
8. The value of the SMS invoice represents the price of the SMS sent to the Client from the date of the last invoice until the issuing of the new invoice, and this value will be charged in the last banking day of the current month.
9. In case the Client did not specify the current account on the contract for individuals or if the available balance is insufficient for covering the value of the monthly fee, the fees and commissions for OTPdirekt service, the Bank will decide on the way and the source for debiting the amounts.
10. The fees and commissions that are not clearly stipulated in the present contract are mentioned in the brochure Fees and Commissions valid at the date of offering that service, according to the rules in action.

Chapter XI: Notifications

1. Notifications or communications regarding the present contract and each product or service specific contract will be made in written, through one of the following methods:

- Simple letter or, if the case, recommended letter with receiving confirmation, sent at the correspondence address communicated by the Client;
- Fax - sent at the number communicated by the Client;
- SMS – sent at the mobile number communicated by the Client;
- E-mail – sent at the e-mail address supplied by the Client;
- OTPdirekt – for the clients who use this service.

2. The Client agrees to any of the notification methods from the ones mentioned at Chapter XI point 1 is enough, giving up any ulterior complaint/ opposition/ appeal with the subject of such a method.

3. The notifications sent to the Client will be considered as being communicated as follows:

- Simple letter: 5 banking working days from the date mentioned on the post office stamp for delivery, from the sending slip;
- Recommended letter with receiving confirmation: at the date written on the confirmation / after 5 working banking days from the post office stamp, if the Client does not sign the confirmation;
- Fax - in the following working day after sending the notification to the Client;
- SMS – the date of sending to the Client;
- E-mail – the date of sending the electronic mail to the Client;
- OTPdirekt – the date of sending the electronic mail to the Client.

4. Notifications sent by the Bank are considered as validly sent through post office, fax, SMS, e-mail, if they were sent at the last address/fax number/ mobile telephone number/ e-mail address communicated to the Bank by the Client.

5. Any notification or communication regarding the present contract, from the Client for the Bank, will be done in written, through recommended letter with receiving confirmation or through a registered request at the Bank units. The communications towards the Bank will be considered as being made as follows:

- a) at the date written on the receiving confirmation for the recommended letter;
- b) at the date of receiving them by the Bank, certified by the signature of an authorized representative of the Bank who received the documents and has appointed a registration number.

6. Any modification of the correspondence address, fax number, e-mail address or telephone number (fix or mobile) of the Client will be communicated to the Bank, this modification generating effects after 10 banking working days after the request was received by the Bank. Other wise, the change is not opposable to the Bank.

Chapter XII: Final disposals

1. Any misunderstandings regarding the present convention will be solved amicably. In case no amicable agreement can be made, the legal authority will solve the litigation.
2. The present contract is governed by the Romanian laws and regulations and can be modified through Additional Papers with the both Parties' agreement.
3. The present contract was concluded in 2 originals, one for each Party and comes to force from the date of it's activation.
4. The Annex „Terms and Conditions” is part of the present contract for individuals regarding the use of OTPdirekt service and applies according to the type of service requested by the client.
5. The SMS Annex is part of the present contract for individuals regarding the use of OTPdirekt service only if the Client has chosen the component OTPdirekt-SMS Alerts.
6. This contract cancels and replaces all previous OTPdirekt contracts between the Bank and the Client and who have similar characteristics.
7. The present contract and the information offered to the client are available mainly in Romanian language.
8. The present contract is completed with the disposals from the current account contract which represents the frame-contract and any modification made by OTP Bank Romania SA will be applied will the agreement of the client, after closing in an additional paper accepted by the Client.