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Execution Version

ASSIGNMENT AGREEMENT/

CONTRACT DE CESIUNE

BETWEEN / INTRE

OTP FINANCING SOLUTIONS B.V.

AS SELLER / IN CALITATE DE VANZATOR

AND / SI

OTP BANK ROMANIA S.A.

AS INITIAL SELLER AND AGENT /

IN CALITATE DE VANZATOR INITIAL SI AGENT

AND / SI

OTP FACTORING ZRT.

AS BUYER / IN CALITATE DE CUMPARATOR

dated July 5, 2012

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THIS ASSIGNMENT AGREEMENT (the **"Agreement"**) is dated July 5, 2012 and made by and between:	**PREZENTUL CONTRACT DE VANZARE („Contractul"**) este incheiat in data de 5 iulie 2012 de catre si intre:
(1) **OTP Financing Solutions B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated and validly existing under the laws of the Netherlands, registered with the Trade Register of Amsterdam under no. 24446304, having its statutory seat in Rotterdam, The Netherlands and its registered address at Fred. Roeskestraat 123 Olympic plz, 1076 EE Amsterdam, The Netherlands, duly represented by two of its directors jointly (hereinafter referred to as the **"Seller"**);	(1) **OTP Financing Solutions B.V.**, o societate cu raspundere limitata de drept privat (*besloten vennootschap met beperkte aansprakelijkheid)* infiintata si functionand in conformitate cu legislatia din Olanda, inregistrata la Registrul Comertului din Amsterdam sub nr. 24446304, avand sediul social in Rotterdam, Olanda si sediul administrativ in Amsterdam, Fred. Roeskestraat 123 Olympic plz, 1076 EE, Olanda, legal reprezentata prin cei doi administratori actionand impreuna (denumita in cele ce urmeaza **„Vanzatorul"**)
(2) **OTP Faktoring Zrt.**, a legal entity incorporated and validly existing under the laws of the Republic of Hungary, having its registered headquarters at Hungary, 1066 Budapest, Mozsár utca 8., registered with Municipal Court of Budapest under the registration number Cg.01-10-043876, VAT code HU 17780010, legally represented for the purpose of the execution of this Agreement by Mr. József Horváth, Director and Mr. László Mészáros CFO (hereinafter referred to as the **"Buyer"**), and	(2) **OTP Faktoring Zrt.**, o entitate legala infiintata si functionand in conformitate cu legislatia din Ungaria, avand sediul social in Ungaria, 1066 Budapesta, str. Mozsár nr. 8, inregistrata la Tribunalul Municipal Budapesta sub numarul de inregistrare Cg.01-10-043876, cod TVA HU 17780010, legal reprezentata in scopul incheierii prezentului Contract prin Dl. József Horváth, Director si dl. László Mészáros CFO (denumita in cele ce urmeaza **„Cumparatorul"**) si
(3) **OTP Bank Romania S.A**, a legal entity organised in dualist system of administration, incorporated and validly existing under the laws of Romania, having its registered office in 66-68 Buzesti Street, 1st District, RO -011017, Bucharest, Romania, registered with the Romanian Trade Register under no. J40/10296/24.11.1995, sole registration number 7926069, VAT code RO7926069, registered with the Romanian Banking Register under no. RB-PJR-40-028/1999, share capital of RON 682,908,960, duly represented by Mr. Laszlo DIOSI in his capacity of Chairman of the Management Board and CEO and Mr. Gyorgy BODO in his capacity of member of the Management Board and Deputy CEO (hereinafter referred to as **"Initial Seller"** or	(3) **OTP Bank Romania S.A.**, o societate pe actiuni administrata in sistem dualist, infiintata si functionand in conformitate cu legislatia din Romania, avand sediul social in Bucuresti, Strada Buzesti nr. 66-68, sector 1, cod 011017, Romania, inregistrata la Registrul Comertului sub nr. J40/10296/24.11.1995, cod unic de inregistrare 7926069, cod TVA RO7926069, inregistrata in Registrul Bancar Roman sub nr. RB-PJR-40-028/1999, avand un capital social de 682.908.960 RON, legal reprezentata prin dl. László DIÓSI in calitate de Director General si Presedinte al Consiliului de Administratie, si dl. Gyorgy BODO, in calitate de membru al Consiliului de Administratie si Director General Adjunct (denumita in cele ce urmeaza **„Vanzatorul**

"**Agent**")	**Initial**" sau „**Agentul**")
each and all of the above herein after referred to individually as a "**Party**" and collectively as the "**Parties**"	fiecare dintre ele denumite in continuare individual „**Partea**" si colectiv „**Partile**"
RECITALS	**CONSIDERENTE**
(A) **WHEREAS**, By the Bilateral Retail Facility Agreements concluded between the Assigned Debtors and the Initial Seller, as sole lender, the Initial Seller made available to the Assigned Debtors certain Bilateral Retail Loans denominated in CHF, as defined below;	**(A)** **INTRUCAT**, prin Contractele Bilaterale de Facilitate de Credit Retail incheiate intre Debitorii Cedati si Vanzatorul Initial, in calitate de imprumutator unic, acesta din urma a acordat Debitorilor Cedati Credite Bilaterale Retail denominate in CHF, asa cum acestea sunt definite mai jos;
(B) **WHEREAS**, Such Bilateral Retail Loans denominated in CHF, granted to the Assigned Debtors according to the relevant Bilateral Retail Facility Agreements and envisaged to be subject to the Sale contemplated by this Agreement, were originated in an aggregate amount not exceeding the total granted amount listed in the Appendix 1 to this Agreement;	**(B)** **INTRUCAT**, Creditele Bilaterale Retail denominate in CHF, acordate Debitorilor Cedati in conformitate cu Contractele Bilaterale de Facilitate de Credit Retail corespunzatoare si prevazute a reprezenta obiectul Vanzarii consfintite prin prezentul Contract, au fost acordate pentru o valoare totala ce nu depaseste suma imprumutata totala prevazuta in Anexa 1 la prezentul Contract;
(C) **WHEREAS**, By the relevant Agency Agreements and successive transfer agreements attached to them, the Initial Seller sold and transferred to OTP Bank Plc, a legal entity incorporated and validly existing under the laws of the Republic of Hungary, registered with the Court of Registry under registration number 01-10-041585, having its seat at H-1051 Budapest, Nádor utca 16, Hungary ("**OTP Bank Plc**") all its rights, receivables and collaterals attached to a part of the Bilateral Retail Loans referred by the recital (B) from above, such part being identified in the Appendix 1 to this Agreement;	**(C)** **INTRUCAT**, prin Contractele de Agentie si acordurile succesive de transfer atasate acestora, Vanzatorul Initial a vandut si a transferat toate drepturile, creantele si garantiile sale izvorate din parte din Creditele Bilaterale Retail la care se refera considerentul (B) de mai sus, aceasta parte fiind identificata in Anexa 1 la prezentul Contract, catre OTP Bank Plc, o entitate legala infiintata si functionand in conformitate cu legislatia din Ungaria, inregistrata la Tribunalul Municipal sub nr. 01-10-041585, avand sediul social in Ungaria, Nádor utca 16, H-1051 Budapesta („**OTP Bank Plc**");
(D) **WHEREAS**, By the relevant Assignment Documentation, the Initial Seller directly or OTP Bank Plc., as the case may be, further sold and transferred to the Seller all its rights, receivables and collaterals under all Bilateral Retail Loans identified in the Appendix 1 to this Agreement, so that for the time being the Assets derived from or in connection with the Selected Loans	**(D)** **INTRUCAT**, prin Documentatia de Vanzare relevanta, Vanzatorul Initial in mod direct sau OTP Bank PLC, dupa caz, au vandut si transferat ulterior catre Vanzator toate drepturile, creantele si garantiile izvorate din Creditele Bilaterale Retail identificate in Anexa 1 la prezentul Contract, astfel incat in prezent Activele derivate din sau in legatura

	are fully owned by the Seller, together with any and all economic risks attached or linked to them;		cu Creditele Selectionate sunt detinute in totalitate de Vanzator, impreuna cu toate riscurile economice atasate sau legate de acestea;
(E)	**WHEREAS,** According to some Receivables Pledge Agreements concluded between OTP Bank Plc (as Pledgee), the Agent (as Security Agent) and the Seller (as Pledgor) (the "**Receivables Pledge Agreements**"), the Assets derived from or in connection with the Selected Loans are currently pledged in favor of OTP Bank Plc., for securing the reimbursement of the facilities granted by OTP Bank Plc. to the Seller according to the credit facility agreements dated August 31, 2009 and November 11, 2009 (the "**Credit Facility Agreements**");	(E)	**INTRUCAT,** in conformitate cu anumite Contracte de Ipoteca Mobiliara asupra Creantelor incheiate intre OTP Bank Plc (in calitate de Creditor Ipotecar), Agentul (in calitate de Agent pentru Garantii) si Vanzatorul (in calitate de Debitor) ("**Contractele de Ipoteca**"), Activele nascute din sau care sunt in legatura cu Creditele Selectionate sunt in prezent ipotecate in favoarea OTP Bank Plc, pentru a garanta rambursarea facilitatilor acordate de OTP Bank Plc Vanzatorului in conformitate cu contractele de facilitate de credit din data de 31 august 2009 si 11 noiembrie 2009 („**Contractele de Facilitate de Credit**");
(F)	**WHEREAS,** According to a Repayment Agreement concluded by OTP Bank Plc. and the Seller on 5 July 2012 (the "**Repayment Agreement**"), the Sale Price to be obtained according to this Agreement shall be used by the Seller for the reimbursement to OTP Bank Plc. of the facilities granted under the Credit Facility Agreements, by submitting to OTP Bank Plc. a irrevocable repayment notice (the "**Repayment Notice**") in the terms and conditions set forth in the Repayment Agreement;	(F)	**INTRUCAT,** in conformitate cu Contractul de Rambursare incheiat de catre OTP Bank Plc si Vanzator la data de 5 iulie 2012 („**Contractul de Rambursare**"), Pretul Vanzarii ce va fi obtinut potrivit prezentului Contract va fi folosit de catre Vanzator pentru rambursarea catre OTP Bank Plc a facilitatilor acordate prin Contractele de Facilitate de Credit, prin emiterea catre OTP Bank Plc a unei notificari de plata irevocabile („**Notificarea de Plata**") in termenii si conditiile stabilite in Contractul de Rambursare;
(G)	**WHEREAS,** By both the Administration Agreement and Collection Agreement, the Initial Seller was appointed by the Seller to act, following entering into relevant Assignment Documentation, as facility and security agent of the Seller, having specific duties with respect to administration and collection of the Assets derived from or in connection with the Selected Loans inclusively, encompassing both the NPL Receivables and the Collaterals attached thereto;	(G)	**INTRUCAT,** prin Contractul de Administrare si Contractul de Colectare, Vanzatorul Initial a fost desemnat de catre Vanzator, ca ulterior intrarii in Documentatia de Vanzare relevanta, sa actioneze ca agent de facilitate si de garantii al Vanzatorului, avand atributii specifice in legatura cu administrarea si colectarea Activelor, inclusiv a Activelor derivate din sau in legatura cu Creditele Selectionate, care sa cuprinda atat Creantele Neperformante, cat si Garantiile atasate acestora;
(H)	**WHEREAS,** The Seller further wishes to	(H)	**INTRUCAT,** Vanzatorul doreste sa transfere,

	transfer, assign and sell to the Buyer the Assets corresponding to the Selected Loans, with the assistance of the Agent;		sa cesioneze si sa vanda mai departe Cumparatorului Activele corespunzatoare Creditelor Selectionate, avand concursul Agentului;
(I)	**WHEREAS**, The Buyer wishes to purchase from the Seller such Assets, paying the Sale Price according to the provisions of this Agreement;	(I)	**INTRUCAT**, Cumparatorul doreste sa achizitioneze de la Vanzator aceste Active, platind Pretul de Vanzare in conformitate cu prevederile prezentului Contract;
(J)	**WHEREAS**, By this Agreement, the Seller and the Buyer intend to effect a bulk assignment of the Assets corresponding to the Selected Loans (the **"CHF Retail Sale"**);	(J)	**INTRUCAT**, prin acest Contract, Vanzatorul si Cumparatorul intentioneaza sa efectueze un transfer global al Activelor corespunzatoare Creditelor Selectionate („**Vanzarea CHF Retail**");
(K)	**WHEREAS**, the Buyer will be given the original Bilateral Retail Facility Agreements, including the relevant Collaterals guarantee agreements and any other documents related to the Selected Loans, including the risk evaluations and the evaluations of the Assigned Debtors, exactly the way the Parties will agree by means of this Agreement;	(K)	**INTRUCAT**, Vanzatorului i se vor remite in original Contractele Bilaterale de Facilitate de Credit Retail, incluzand contractele relevante privind Garantiile si orice alta documentatie aferenta Creditelor Selectionate, inclusiv evaluarile de risc si evaluarile Debitorilor Cedati, exact in maniera in care Partile convin prin prezentul Contract;
(L)	**WHEREAS**, The Selected Loans object of the Sale under the present Agreement are identified within the Annex 1 hereto;	(L)	**INTRUCAT**, Creditele Selectionate obiect al Vanzarii conform prezentului Contract sunt identificate in Anexa 1 la Contract;
(M)	**WHEREAS**, This Agreement sets out the general terms and conditions on which the Seller shall assign and the Buyer shall purchase and accept the Assets corresponding to the Selected Loans, with the assistance of the Agent;	(M)	**INTRUCAT**, prezentul Contract stabileste termenii si conditiile generale conform carora Vanzatorul transfera, iar Cumparatorul achizitioneaza Activele corespunzatoare Creditelor Selectionate, avand concursul Agentului;
The Parties have agreed to conclude the present Agreement in accordance with the provisions of the article 1566 and the next ones from the Romanian Civil Code,		Partile au convenit de comun acord incheierea prezentului Contract de cesiune de creanta in conformitate cu dispozitiile art. 1566 si urmatoarele din Codul civil roman,	
THEREFORE, IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES as follows:		**PRIN URMARE, PARTILE CONVIN DE COMUN ACORD** urmatoarele:	
1	**DEFINITIONS**	**1**	**DEFINITII**
1.1	**Definitions**	**1.1**	**Definitii**
	For the purposes of this Agreement, capitalized terms used herein and not otherwise defined		Pentru scopurile prezentului Contract, termenii cu majuscula folositi in prezentul

shall have the following meanings:	document si nedefiniti altfel in alta parte vor avea urmatoarele semnificatii:
"Administration Agreement" means the Romanian law agreement originally executed by and between the Seller (as Beneficiary) and the Initial Seller (as Asset Administrator) on May 8, 2009, as restated under the uniformed version dated 27 November 2009 and subsequently amended, and regulating, among others, the administration of the transferred Assets hereunder, including for the avoidance of any doubt the Selected Loans;	**„Contractul de Administrare"** inseamna contractul guvernat de legea romana incheiat initial de catre Vanzator (ca Beneficiar) si Vanzatorul Initial (ca Administrator al Activelor) in data de 8 mai 2009, astfel cum acesta a fost actualizat conform versiunii unitare din 27 noiembrie 2009 si ulterior amendat, reglementand, intre altele, administrarea Activelor prevazute de acest Contract, incluzand, pentru evitarea oricarui dubiu, Creditele Selectionate;
"Agency and Assistance Agreement" (hereunder called **"Agency Agreement"**) means the Agency and Assistance Agreements concluded between the Initial Seller and OTP Bank Plc. in relation to the Bilateral Retail Loans prior to the Transfer Date, as follows:	**„Contractul de Agentie si Asistenta"** (denumit in prezentul document **„Contract de Agentie"**) inseamna toate si/sau oricare dintre Contractele de Agentie si Asistenta incheiate intre Vanzatorul Initial si OTP Bank Plc. in legatura cu Creditele Bilaterale Retail inainte de Data Transferului, dupa cum urmeaza:
▪ Agency and Assistance Agreement as of October 26, 2007 (applicable to Bilateral Retail Loans for staff);	▪ Contractul de Agentie si Asistenta din data de 26 octombrie 2007 (aplicabil Creditelor Bilaterale Retail acordate angajatilor)
▪ Agency and Assistance Agreement as of March 30, 2007 (applicable to Bilateral Retail Loans for non-staff);	▪ Contractul de Agentie si Asistenta din data de 30 martie 2007 (aplicabil Creditelor Bilaterale Retail acordate tertilor)
"Assets" means both the NPL Receivables and any and all related Collaterals;	**„Activele"** inseamna atat Creantele Neperformante, cat si oricare si toate Garantiile atasate acestora;
"Assignment Agreement(s)" means any and all assignment agreements concluded between OTP Bank Plc or the Initial Seller, as applicable (as assignor) and the Seller (as assignee), by which the Selected Loans were transferred from OTP Bank PLc/the Initial Seller to the Seller, together with each and all its subsequent amendments or supplements, if any (together the **"Assignment Documentation"**). For the sake of accuracy, the Assignment Documentation includes the assignment agreements dated August 31, 2009, November 11, 2009 and November 27, 2009 respectively.	**„Contractul(ele) de Vanzare"** inseamna oricare si toate contractele de cesiune incheiate intre OTP Bank Plc. sau Vanzatorul Initial, dupa caz (in calitate de cedent) si Vanzator (in calitate de cesionar), prin care Creditele Selectionate au fost transferate de la OTP Bank Plc/Vanzatorul Initial catre Vanzator, impreuna cu fiecare si toate modificarile si amendamentele ulterioare la aceste contracte, daca au existat (impreuna denumite **„Documentatia de Vanzare")**. In scop de acuratete, Documentatia de Vanzare include contractele de cesiune din 31 August 2009, 11 Noiembrie 2009 si, respectiv 27

	Noiembrie 2009.
"Assigned Debtors" means any natural person having the capacity as a debtor, guarantor or mortgage guarantor under the terms of the Selected Loans and/or under any guarantee agreement, insurance policy or similar deed securing or enhancing the NPL Receivables to the benefit of the Seller;	**„Debitori Cedati"** inseamna orice persoana fizica avand calitate de debitor, fidejusor/girant ori garant ipotecar conform conditiilor Creditelor Selectionate si/sau ale oricarui contract de garantie, polita de asigurare sau orice alt act similar securizand sau garantand Creantele Neperformante in beneficiul Vanzatorului;
"Bilateral Retail Loan(s)" (or **"Loan(s)"**) consist of any term and credit facility granted by the Initial Seller to the Assigned Debtors for a medium and long term, which are secured by mortgages on the real estate properties of the respective Assigned Debtors or of their guarantors, as follows:	**„Creditul(ele) Bilateral(e) Retail"** (sau **„Credit(ele)")** inseamna orice imprumut si/sau facilitate de credit acordate de catre Vanzatorul Initial Debitorilor Cedati pe termen mediu si lung, care sunt garantate cu ipoteca pe proprietatile imobiliare ale Debitorilor Cedati sau ale garantilor acestora, dupa cum urmeaza:
▪ *Mortgage Consumer Loans* - means credit facilities granted for a medium or long term, which are guaranteed with mortgages on the real estate properties of the Assigned Debtors or of their guarantors, and	▪ *Credite de Consum cu Ipoteca* - inseamna credite de consum acordate pe termen mediu si lung, garantate cu ipoteca pe proprietatile imobiliare ale Debitorilor Cedati sau ale garantilor acestora; si
▪ *Ordinary Mortgage Loans* – means term credit facilities granted according to the Romanian Law no. 190/1999 on the mortgage credit for real estate investments, as subsequently amended, in order for the respective Assigned Debtors: 1) to buy an existing real estate property (land and/or building); 2) to build, extend, consolidate or rehabilitate a new/old building or improve the status of a land property; or 3) to re-finance a mortgage loan granted by the Initial Seller or by another entity, facilities which are guaranteed with mortgages on the respective real estate properties in all cases;	▪ *Credite Ipotecare* – inseamna facilitatile de credit la termen acordate Debitorilor Cedati in conformitate cu Legea romana nr. 190/1999 privind creditul ipotecar pentru investitii imobiliare, modificata si completata, pentru: 1) cumpararea unei proprietati imobiliare existente (teren si/sau constructie); 2) construirea, extinderea, consolidarea sau restaurarea unei cladiri noi/vechi sau ameliorarea unui teren; sau 3) refinantarea unui credit ipotecar acordat de catre Vanzatorul Initial sau o alta entitate, facilitati care, in toate cazurile, sunt garantate cu ipoteca pe proprietatile imobiliare respective;
"Bilateral Retail Facility Agreements" are any type of loan agreements concluded by the Initial Seller with the Assigned Debtors in relation to	**„Contractele Bilaterale de Facilitate de Credite Retail"** inseamna orice tip de contract de imprumut incheiat intre

Bilateral Retail Loans denominated in CHF, together with any documentation in relation to any Collaterals attached thereto and/or supporting them and any other agreement, document or instrument executed pursuant thereto or in support thereof;	Vanzatorul Initial si Debitorii Cedati in legatura cu Creditele Bilaterale Retail denominate in CHF, impreuna cu oricare si toata documentatia referitoare la Garantiile atasate si/sau profitand acestora, precum si cu orice alt contract, document sau instrument incheiat in legatura cu sau in favoarea acestora;
"**Business Day**" means any day other than (a) Saturday, (b) Sunday or (c) a day on which the Buyer, the Seller and the Agent or commercial banks in Republic of Hungary, Romania and/or The Netherlands are closed for regular business, provided that for CHF payments to be made under this Agreement it also means a day on which commercial banks in Switzerland are open. If any due date is not a Business Date, payments shall be made and other obligations performed on the immediately following Business Day or, if that following Business Day falls in the following calendar month, on or to the preceding Business Day;	„**Zi Lucratoare**" insemna orice alta zi decat (a) sambata, (b) duminica sau (c) o zi in care Cumparatorul, Vanzatorul si Agentul sau bancile comerciale din Ungaria, Romania si/sau Olanda sunt inchise pentru tranzactii obisnuite, cu conditia ca pentru platile in CHF efectuate in baza prezentului Contract, ziua lucratoare reprezinta o zi in care bancile comerciale din Elvetia sunt deschise. Daca data scadenta nu este o Zi Lucratoare, platile se vor efectua si celelalte obligatii se vor indeplini in Ziua Lucratoare imediat urmatoare sau daca urmatoarea Zi Lucratoare este intr-o alta luna calendaristica, in Ziua Lucratoare urmatoare.
"**CHF**" means the Swiss franc, respectively the official currency of Switzerland;	„**CHF**" inseamna francul elvetian, respectiv moneda oficiala a Elvetiei;
"**Collateral(s)**" means, including but not limited to, any kind of mortgages, pledges, claims under life and/or property insurance policies, assignments, privileges, promissory notes, indemnities and any other surety constituted with respect to the Selected Loans under the relevant Bilateral Retail Facility Agreements, including however any proceeds from enforcement and realisation of such Collaterals;	„**Garantiile**" includ, fara a se limita la, orice fel de ipoteci, gajuri, pretentii din asigurari de viata sau asupra bunurilor, polite de asigurare, cesiuni, privilegii, bilete la ordin, compensari sau orice alta garantie constituita in legatura cu Creditele Selectionate prin Contractele Bilaterale de Facilitate de Credit Retail, inclusiv orice venituri obtinute din recuperarea si executarea silita a acestor Garantii;
"**Collection Agreement**" "means the Romanian law agreement originally executed by and between the Seller and the Agent hereto on May 8, 2009, as subsequently amended and restated under the uniformed version dated 27 November 2009, which regulates the soft collection of the Selected Loans inclusively;	„**Contractul de Colectare**" inseamna contractul guvernat de legea romana incheiat intre Vanzator si Agent in data de 8 mai 2009, astfel cum a fost modificat si completat prin versiunea unitara din 27 noiembrie 2009, care reglementeaza colectarea amiabila inclusiv a Creditelor Selectionate;
"**Commissions**" means any kind of charges due by the Assigned Debtors according to the	„**Comisioanele**" inseamna orice tip de costuri datorate de catre Debitorii Cedati in

relevant Bilateral Retail Facility Agreements, including any management fees, modification fees or other fees as established under such Bilateral Retail Facility Agreements, which are due and unpaid at the Transfer Date and identified in the Appendix 1;	conformitate cu Contractele Bilaterale de Facilitate de Credit Retail, incluzand comisioane de administrare, comisioane de modificare sau orice alte comisioane prevazute de Contractele Bilaterale de Facilitate de Credit Retail, care sunt scadente si neplatite la Data Transferului si sunt prevazute in Anexa 1;
"Eligible Asset(s)" means the Assets which cumulatively meet the Title Eligibility Criteria, the Transfer Eligibility Criteria and the Quality Eligibility Criteria at the Transfer Date, as follows:	**„Active Eligibile"** inseamna Activele care cumulativ indeplinesc la Data Transferului Criteriile de Eligibilitate privind Titlul, Criteriile de Eligibilitate privind Transferul si Criteriile de Eligibilitate privind Calitatea, astfel:
▪ *Title Eligibility Criteria*:	▪ *Criterii de Eligibilitate privnd Titlul*:
(i) the Assets are payable by the Assigned Debtors and derived from Bilateral Retail Facility Agreements;	(i) Activele sunt platibile de catre Debitorii Cedati si rezulta din Contractele Bilaterale de Facilitate de Credit Retail;
(ii) the Selected Loans were originated according to the Romanian law and derived from the ordinary course of business of the Initial Seller;	(ii) Creditele Selectionate au fost acordate in conformitate cu legea romana si au rezultat din activitatea curenta a Vanzatorului Initial;
(iii) the Bilateral Retail Facility Agreements giving rise to the Assets are governed by the Romanian law;	(iii) Contractele Bilaterale de Facilitate de Credit Retail care au generat Activele sunt guvernate de legea romana;
(iv) the Assets are claims for the payment of money that is denominated in CHF;	(iv) Activele reprezinta drepturi de a solicita la plata sume denominate in CHF;
(v) the Selected Loans carry floating or fixed rate of Interest, according to the relevant Bilateral Retail Facility Agreements;	(v) Creditele Selectionate au o rata a Dobanzii fixa sau variabila, in conformitate cu Contractele Bilaterale de Facilitate de Credit Retail relevante;
(vi) the Selected Loans are secured with one or more Collaterals;	(vi) Creditele Selectionate sunt garantate cu una sau mai multe Garantii;
(vii) the Selected Loans are not revolving facilities;	(vii) Creditele Selectionate nu sunt facilitati revolving;
(viii) the Selected Loans are not overdraft facilities;	(viii) Creditele Selectionate nu reprezinta descoperiri de cont (facilitati overdraft);

(ix)	the Selected Loans have been fully drawn by the Assigned Debtors;	(ix)	Creditele Selectionate au fost trase integral de catre Debitorii Cedati;
(x)	the transferability of the Assets is not limited or excluded under the provisions of the relevant Bilateral Retail Facility Agreements;	(x)	transferabilitatea Activelor nu este limitata sau exclusa de prevederile Contractelor Bilaterale de Facilitate de Credit Retail relevante;
(xi)	the Bilateral Retail Facility Agreements giving rise to the Assets have not been amended, supplemented or substituted by any supplementary agreements in a way which could impair the collectability, assignability or the ownership interest with respect to such Assets;	(xi)	Contractele Bilaterale de Facilitate de Credit Retail ce au dat nastere Activelor nu au fost modificate, completate sau inlocuite de orice contract suplimentar intr-o maniera ce ar putea aduce atingere caracterului executabil, transferabilitatii sau proprietatii Activelor;
(xii)	the Assets are not encumbered with a lien except for the Collaterals;	(xii)	Activele nu sunt grevate de alte sarcini, cu exceptia Garantiilor;
(xiii)	the Assets do not violate any applicable laws or rules in the Romanian jurisdiction.	(xiii)	Activele nu incalca legile sau regulile aplicabile in jurisdictia din Romania.
▪	*Quality Eligibility Criteria:*	▪	*Criteriile de Eligibilitate privind Calitatea:*
(i)	the foreclosure of the Selected Loans was already declared pursuant to the relevant Bilateral Retail Facility Agreements;	(i)	exigibilitatea anticipata a Creditelor Selectionate a fost deja declarata potrivit Contractelor Bilaterale de Facilitate de Credit Retail relevante;
(ii)	the collection procedure and/or other forced execution action against the relevant Assigned Debtors is imminent or pending in Romania;	(ii)	procedura de colectare si/sau alta actiune de executare silita impotriva Debitorilor Cedati relevanti este iminenta sau in desfasurare in Romania;
(iii)	except for the collection and enforcement procedures against the Assigned Debtors, the Assets are undisputed and not time-barred.	(iii)	cu exceptia procedurilor de colectare si executare silita impotriva Debitorilor Cedati, Activele nu sunt contestate si nu sunt prescrise;
▪	*Transfer Eligibility Criteria:*	▪	*Criteriile de Eligibilitate privind Transferul:*
(i)	the Assets are currently registered in the Seller's balance sheet;	(i)	Activele sunt in prezent inregistrate in bilantul contabil al Vanzatorului;
(ii)	the Assets have not been assigned, sold or otherwise transferred to a third party by the Seller;	(ii)	Activele nu au fost cesionate, vandute sau transferate in orice mod catre o terta parte de catre Vanzator;
(iii)	the transferability of the Assets is not limited or excluded by any action, trust	(iii)	transferabilitatea Activelor nu este limitata sau exclusa de vreo actiune,

	deed, mortgage or other agreement or instrument to which the Seller is a party or by which it or any of its assets are bound and title to the Assets may be freely assigned to the Buyer;		act fiduciar, ipoteca sau alt contract sau instrument la care Vanzatorul este parte sau de care el sau oricare bun al sau este tinut, iar titlul cu privire la Active poate fi cesionat in mod liber catre Cumparator;
(iv)	since the date of its acquisition according to the relevant Assignment Documentation, the Assets have not encumbered with a lien or other right of a third party due to the Seller's actions or agreements, except for the pledge granted in favour to OTP Bank Plc. according to the Receivables Pledge Agreements;	(iv)	de la data achizitionarii sale potrivit Documentatiei de Vanzare corespunzatoare, Activele nu au fost grevate de vreo sarcina sau orice alt drept al unei terte parti ca urmare a actiunilor sau contractelor Vanzatorului, cu exceptia garantiei stabilite in favoarea OTP Bank Plc. in conformitate cu Contractele de Ipoteca Mobiliara;
(v)	to the best of the Seller's knowledge, the Assets are not subject to any proceedings in or before any Dutch court, arbitrator or other body responsible for the settlement of legal disputes in The Netherlands;	(v)	conform cunostintei Vanzatorului, Activele nu fac obiectul vreunei proceduri in fata vreunei instante din Olanda, a unui arbitru sau a oricarui alt organ competent a solutiona litigii in Olanda;
(vi)	the Assets do not violate any applicable laws or rules in the Dutch jurisdiction.	(vi)	Activele nu incalca legislatia sau regulile aplicabile in jurisdictia olandeza.
	"Execution Date" means 5 July 2012, when this Agreement is duly executed by the Parties;		**„Data Semnarii"** inseamna data de 5 iulie 2012, data la care prezentul Contract este incheiat in mod valabil de catre Parti;
	"Expenses" means with respect to an Asset any and all expenses already paid by the Seller and/or the Agent in relation to the foreclosure and enforcement of the respective Asset until the Transfer Date, including any costs, commissions or other payments made in relation to any soft and/or hard collection procedure and/or other forced execution action against the Assigned Debtors with respect to such Asset, including any claims in front of a court or other relevant jurisdiction, as calculated at the Transfer Date and listed in the Appendix 1;		**„Cheltuieli"** inseamna, in ceea ce priveste un Activ, oricare si toate cheltuielile platite deja de catre Vanzator si/sau de catre Agent in legatura cu declararea exigibilitatii anticipate si punerea in executare a Activului respectiv pana la Data Tranferului, incluzand orice costuri, comisioane sau alte plati realizate in legatura cu orice procedura de colectare amiabila si/sau judiciara si/sau alta actiune de executare silita impotriva Debitorilor Cedati cu privire la acest Activ, precum si orice pretentii in fata unei instante sau alte autoritati relevante, asa cum sunt calculate la Data Transferului si mentionate in Anexa 1;
	"Interests" means any outstanding interests of each Loan, including: (i) the overdue interest of the Loan, namely the unpaid matured interest of such Loan (that interest which is due and unpaid		**„Dobanzi"** inseamna orice dobanzi neachitate ale fiecarui Credit, incluzand: (i) dobanda restanta a Creditului, si anume dobanda scadenta neplatita a Creditului respectiv (acea

by the relevant Assigned Debtor at the Transfer Date) and (ii) the penalty interest of the Loan, namely the unpaid penalization amount due by the relevant Assigned Debtor for its failure to pay any amount under the relevant Bilateral Retail Facility Agreements on the due date, as such interests are calculated at the Transfer Date and listed in the Appendix 1;	dobanda care este datorata si neplatita la Data Transferului de catre Debitorul Cedat relevant) si (ii) dobanda penalizatoare a Creditului, respectiv suma penalizatoare neplatita, datorata de catre Debitorul Cedat respectiv pentru neplata la scadenta a oricarei sume prevazute in Contractele Bilaterale de Facilitate de Credit Retail, asa cum aceste dobanzi sunt calculate la Data Transferului si indicate in Anexa 1;
"NPL Receivables" means all non-performing loan receivables arisen from and/or attached to the Selected Loans and which are overdue and unpaid at the Transfer Date and represent binding obligations of the Assigned Debtors according to the relevant Bilateral Retail Facility Agreements, including (i) the aggregate Outstanding Amount of all Selected Loans (ii) the aggregate Interests of all Selected Loans (iii) the Commissions corresponding to all Loans and (iv) the Expenses corresponding to all Loans (as such terms are defined and/or stipulated under the relevant Bilateral Retail Facility Agreements or in this Agreement), together with any and all Related Rights;	**„Creantele Neperformante"** inseamna toate creantele neperformante derivand din imprumuturi, nascute din si/sau asociate Creditelor Selectionate si care sunt restante si neplatite la Data Transferului si care reprezinta obligatii valabile ale Debitorilor Cedati potrivit Contractelor Bilaterale de Facilitate de Credit Retail corespunzatoare, incluzand (i) totalul Debitului Neachitat al Creditelor Selectionate, (ii) totalul Dobanzilor Creditelor Selectionate (iii) Comisioanele corespunzatoare tuturor Creditelor si (iv) Cheltuielile corespunzatoare tuturor Creditelor (asa acum sunt acesti termeni definiti si/sau prevazuti in Contractelele Bilaterale de Facilitate de Credit Retail relevante sau in prezentul Contract), impreuna cu orice si toate Drepturile Asociate;
"Outstanding Amount" – means the outstanding principal of each Loan at the Transfer Date, comprising of the original principal amount advanced to an Assigned Debtor pursuant to the relevant Bilateral Retail Facility Agreement minus any repayments, scheduled or not, paid *bona fide* or under a forced execution procedure, from such amount, as calculated at the Transfer Date and listed in the Appendix 1;	**„Debit Neachitat"** inseamna principalul neachitat al fiecarui Credit la Data Transferului, format din suma principala acordata unui Debitor Cedat potrivit Contractului Bilateral de Facilitate de Credit Retail relevant minus orice rambursare din aceasta suma, planificata sau nu, platita cu buna credinta sau ca urmare a unei preceduri de executare silita, asa cum acesta este calculat la Data Transferului si indicat in Anexa 1;
"Related Rights" means all present and future rights of claim, proceeds and receivables of the Seller attached to the Selected Loans, arising out of or in connection with all the Selected Loans, and all present and future rights of claim, proceeds and receivables which the Seller has or may acquire against any third party in relation	**„Drepturile Asociate"** inseamna toate drepturile de recuperare, veniturile si creantele, prezente si viitoare, ale Vanzatorului, asociate Creditelor Selectionate, nascute sau avand legatura cu Creditele Selectionate, precum si toate drepturile de recuperare, veniturile si creantele, prezente si

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thereto;	viitoare, pe care Vanzatorul le are sau le poate dobandi impotriva oricarei terte parti in legatura cu acestea;
"**Sale Price**" means the total amount agreed by the Seller and the Buyer as sale price of the Assets and it is equal with **CHF 9,514,670.27** (*nine million five hundred and fourteen thousand six hundred and seventy point twenty seven).* For the avoidance of doubt, such Sale Price represents the sum of the market prices of all transferred Assets, as agreed by the Parties and identified in the Appendix 1 to this Agreement.	„**Pretul Vanzarii**" inseamna suma totala agreata de catre Vanzator si Cumparator ca pret al vanzarii Activelor si este egal cu **9,514,670.27 CHF**. Pentru evitarea oricarui dubiu, Pretul Vanzarii reprezinta suma valorilor de piata ale tuturor Activelor transferate, asa cum aceasta a fost negociata de catre Parti si mentionata in Anexa 1 la prezentul Contract.
"**Selected Loans**" means a portfolio of Bilateral Retail Loans denominated in CHF which were originated by the Initial Seller to certain Assigned Debtors under the Bilateral Retail Facility Agreements identified in the Appendix 1 to this Agreement and which are considered defaulted by the Seller, according to the applicable laws and regulations and its internal norms and procedures;	„**Creditele Selectionate**" inseamna un portofoliu de Credite Bilaterale Retail denominate in CHF, care au fost acordate de catre Vanzatorul Initial anumitor Debitori Cedati potrivit Contractelor Bilaterale de Facilitate de Credit Retail identificate in Anexa 1 la prezentul Contract, si care sunt considerate neachitate de catre Vanzator, potrivit legilor si reglementarilor aplicabile, normelor si procedurilor sale interne;
"**Seller's Account**" means the Seller's account opened in CHF with OTP Bank Plc. under no. HU11117820077225715700000000, account into which the Buyer shall pay the Sale Price to the Seller under the terms and conditions of this Agreement;	„**Contul Vanzatorului**" inseamna contul in CHF al Vanzatorului deschis la OTP Bank Plc sub numarul HU11117820077225715700000000, cont in care Cumparatorul va plati Vanzatorului Pretul Vanzarii potrivit termenilor si conditiilor prezentului Contract;
"**Transfer Date**" means the date when the transfer of ownership over the Assets occurs. For the purpose of this Agreement, the Transfer Date is 5 July 2012.	„**Data Transferului**" inseamna data la care are loc transferul dreptului de proprietate asupra Activelor. In scopul prezentului contract, Data Transferului este 5 iulie 2012.
1.2 Interpretation	**1.2 Interpretare**
(i) Any reference to a party or person shall be construed so as to include that party's or person's successors, permitted assignees and transferees;	(i) Orice referire la o parte sau o persoana va fi considerata a include succesorii in drepturi ai partii sau persoanei respective, cesionarii si beneficiarii;
(ii) References to any statute, law, act, contract, instrument or document are references to such statute, law, act, contract, instrument or document as	(ii) Referirile la orice statut, lege, act, contract, instrument sau document sunt referiri la acel statut, lege, act, contract, instrument sau document asa

		amended, modified, assigned, novated, restated or re-enacted and include references to every law, instrument, decision, consent or document made thereunder or pursuant thereto;			cum a fost amendat, modificat, cesionat, novat, reconsfintit sau readoptat, si includ referirile la orice lege, instrument, decizie, aprobare sau document, realizate prin acestea sau in conformitate cu acestea;
	(iii)	In this Agreement, unless the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting persons include corporations, partnerships and other legal persons and references to a person include its successors and permitted assigns. Any reference to a gender will include the other and neutral genders;		(iii)	In prezentul Contract, cu exceptia cazului in care contextul impune o alta interpretare, termenii desemnand singularul includ si pluralul si viceversa, termenii desemnand persoane includ corporatii, parteneriate si alte persoane juridice iar referirile la o persoana includ si succesorii si reprezentantii autorizati ai acesteia. Orice referire la un gen il va include pe celalalt, precum si genul neutru;
	(iv)	In this Agreement, the headings and captions contained are for purposes of reference and convenience only and shall not in any way affect the meaning or interpretation of this Agreement;		(iv)	In prezentul Contract, titlurile si subtitlurile au numai un rol de referinta si facilitare a consultarii si nu vor afecta in niciun fel semnificatia sau interpretarea prezentului Contract;
	(v)	In this Agreement, a reference to a specified Article, Clause, Section, Chapter or Appendix shall be construed as a reference to that specified Article, Clause, Section, Chapter or Appendix to this Agreement;		(v)	In prezentul Contract, referirea la un Articol, Clauza, Sectiune, Capitol sau Anexa se va considera ca referire la acel Articol, Clauza, Sectiune, Capitol sau Anexa specificate in acest Contract;
	(vi)	Annexes or Appendixes forming part of this Agreement shall have the same interpretation, force and effect as if set out in the body of this Agreement;		(vi)	Anexele care fac parte din prezentul Contract vor avea aceeasi interpretare, forta juridica si efect ca si cand ar fi fost stipulate in corpul prezentului Contract;
	(vii)	In this Agreement, "including" shall mean "including without limitation".		(vii)	In prezentul Contract, „inclusiv" va insemna „inclusiv, dar fara a se limita la”.
2	**SALE OF THE ASSETS**		**2**	**VANZAREA ACTIVELOR**	
2.1	The object of this Agreement is the assignment by the Seller and the taking over by the Buyer the Assets corresponding to the Selected Loans		**2.1**	Obiectul prezentului Contract il reprezinta vanzarea de catre Vanzator si achizitionarea de catre Cumparator a Activelor	

	listed in the Appendix 1 to this Agreement, owned by the Seller against the Assigned Debtors, together with any and all obligations and rights stipulated in the related Bilateral Retail Facility Agreements, as they are identified herein. Therefore:		corespunzatoare Creditelor Selectionate indicate in Anexa 1 a prezentului Contract, detinute de catre Vanzator impotriva Debitorilor Cedati, impreuna cu orice si toate drepturile si obligatiile stipulate in Contractele Bilaterale de Facilitate de Credit Retail corespunzatoare, asfel cum acestea sunt acolo identificate. Prin urmare:
2.2	The Seller hereby irrevocably sells to the Buyer the Assets corresponding to the Selected Loans listed in the Appendix 1 to this Agreement, including the NPL Receivables and the Collaterals attached thereto, related to a portfolio of 227 (*two hundred and twenty seven*) Bilateral Retail Loans denominated in CHF, provided that all Assets are Eligible Assets.	**2.2**	Vanzatorul transfera in mod irevocabil catre Cumparator Activele corespunzatoare Creditelor Selectionate indicate in Anexa 1 a prezentului Contract, incluzand Creantele Neperformante si Garantiile asociate acestora, aferente unui portofoliu de 227 (doua sute douazeci si sapte) Credite Bilaterale Retail denominate in CHF, cu conditia ca toate Activele sunt Active Eligibile.
2.3	The Buyer hereby irrevocably buys those Assets, including the NPL Receivables and the relevant Collaterals.	**2.3**	Cumparatorul achizitioneaza in mod irevocabil Activele, incluzand Creantele Neperformante si Garantiile corespunzatoare.
2.4	The Assets shall be effectively transferred from the Seller's account to the account of the Buyer on the Transfer Date, whereupon the Buyer shall have the capacity as creditor against the Assigned Debtors in respect to the transferred Assets, being subrogated in all rights and obligations of the Seller derived from the relevant Bilateral Retail Facility Agreements.	**2.4**	Activele vor fi transferate efectiv din contul Vanzatorului in contul Cumparatorului la Data Transferului, dupa care Cumparatorul va avea calitatea de creditor al Debitorilor Cedati in ceea ce priveste Activele transferate, subrogandu-se in toate drepturile si obligatiile Vanzatorului nascute din Contractele Bilaterale de Facilitate de Credit Retail relevante.
3	**SALE PRICE**	**3**	**PRETUL VANZARII**
3.1	The Parties agree and confirm that the Sale Price is determined at being at market value of the Assets;	**3.1**	Partile agreeaza si confirma faptul ca Pretul Vanzarii este determinat la valoarea de piata a Activelor;
3.2	The Buyer shall pay to the Seller the Sale Price in one single tranche, within 15 (fifteen) days following the Execution Date. The Sale Price shall be paid by the Buyer integrally, without any annulment or counterclaims demand and without any deduction from any kind of tax that comes from any juridical competence.	**3.2**	Cumparatorul va plati catre Vanzator Pretul Vanzarii intr-o singura transa, in termen de 15 (cincisprezece) zile de la Data Semnarii. Pretul Vanzarii va fi platit de catre Cumparator integral, fara nicio anulare sau contraprestatie solicitata si fara nicio reducere de orice fel de taxa stabilita pe

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			orice cale juridica.
3.3	Payment of the Sale Price shall be effected by the Buyer in the currency in which the Selected Loans had been originated (CHF), in the Seller's Account.	3.3	Plata Pretului Vanzarii va fi efectuata de catre Cumparator in moneda in care Creditele Selectionate au fost acordate (CHF), in Contul Vanzatorului.
3.4	Unless provided otherwise, the Sale Price shall be inclusive of any taxes, fees or charges, if applicable, and any other duties and impositions, if any. In the event of exception, the Sale Price shall be exclusive value added tax (VAT), latter might be added to the Sale Price, if applicable.	3.4	Daca nu se prevede altfel, Pretul Vanzarii va include toate taxele, comisioanele si costurile, daca este cazul, precum si toate datoriile si impozitele, in situatia in care acestea exista. In cazul unei exceptii, Pretul Vanzarii va exclude taxa pe valoarea adaugata (TVA), aceasta din urma urmand a fi adaugata la Pretul Vanzarii, daca este cazul.
3.5	Simultaneously with the payment of the Sale Price, the Buyer shall inform the Seller in writing of such payment, so that the Seller to to be able to issue the Repayment Notice in due time.	3.5	Simultan cu plata Pretului Vanzarii, Cumparatorul va informa Vanzatorul in scris despre plata, astfel incat Vanzatorul sa poata emite Notificarea de Plata in termen.
4	**EFFECTS OF THE SALE. NON-RECOURSE**	**4**	**EFECTELE VANZARII. DREPTUL DE REGRES**
4.1	The Assets, including the NPL Receivables and the Collaterals attached thereto, shall be transferred from the Seller to the Buyer on the Transfer Date, on a non-recourse basis, whereupon all economic risks attached to such Assets shall be transferred to the Buyer, including but not limited to:	4.1	Activele, incluzand Creantele Neperformante si Garantiile asociate acestora, vor fi transferate de la Vanzator catre Cumparator la Data Transferului, fara drept de regres, toate riscurile economice asociate acestor Active fiind transferate catre Cumparator, incluzand dar fara a se limita la:
	(i) risk of non-payment or delayed payment;		(i) riscul de neplata sau de plata cu intarziere;
	(ii) risk of no realization or partial realization of the Collaterals;		(ii) riscul de ne-executare sau de executare partiala a Garantiilor;
	(iii) FX market risk, if any.		(iii) riscul valutar, daca este cazul.
4.2	The Buyer unconditionally and irrevocably accepts liability for the CHF Retail Sale, on its own account and taking full risk of the Assets, without recourse to the Seller, and without any right of set-off or counter-claim. In respect of this and after the Transfer Date:	4.2	Cumparatorul accepta in mod neconditionat si irevocabil raspunderea pentru Vanzarea CHF Retail, in contul sau si preluand in intregime riscul Activelor, fara drept de regres impotriva Vanzatorului, precum si fara vreun drept de compensare sau de contraprestatie. In acest sens, dupa Data Transferului:

(i)	the Seller and the Initial Seller, in its capacity as agent of the Seller, bear no responsibility to the Buyer for the failure, if any, of any of the Assigned Debtors to make payments according to the relevant Bilateral Retail Facility Agreements, provided that such event is not due to the fault or breach by the Seller or the Initial Seller of any of its representations, warranties or covenants under this Agreement;	(i)	Vanzatorul si Vanzatorul Initial, in calitate de agent al Vanzatorului, nu au nicio responsabilitate fata de Cumparator pentru neindeplinirea obligatiilor de plata, daca va fi cazul, de catre orice Debitor Cedat, conform Contractului Bilateral de Facilitate de Credit Retail corespunzator, cu conditia ca un astfel de eveniment sa nu fie datorat culpei sau incalcarii de catre Vanzator sau Vanzatorul Initial a oricaror declaratii, garantii sau angajamente acordate prin prezentul Contract;
(ii)	the Seller and the Initial Seller, in its capacity as agent of the Seller, shall not be liable towards the Buyer for the solvency of the Assigned Debtors and/or their guarantors. If during or further to the soft/hard collection procedure or to the forced execution procedure the insolvency of the Assigned Debtors and/or their guarantors (they do not own sufficient funds/assets to cover the amount owed related to the NPL Receivables) is revealed, such insolvency risk shall be borne by the Buyer;	(ii)	Vanzatorul si Vanzatorul Initial, in calitate de agent al Vanzatorului, nu vor fi raspunzatori fata de Cumparator pentru solvabilitatea Debitorilor Cedati si/sau a girantilor acestora. Daca pe parcursul sau ulterior procedurii amiabile si/sau judiciare sau a procedurii de executare silita, intervine insolvabilitatea Debitorilor Cedati si/sau a girantilor acestora (nu detin fonduri/bunuri proprii suficiente pentru a acoperi suma datorata in legatura cu Creantele Neperformante), acest risc de insolvabilitate va fi suportat de catre Cumparator;
(iii)	the Seller and the Initial Seller, in its capacity as agent of the Seller, shall not be liable for the failure to enforce the Selected Loans, except for the case when such failure is due to the Seller's, or the Initial Seller's fault or breach of any of its representations, warranties or covenants under this Agreement;	(iii)	Vanzatorul si Vanzatorul Initial, in calitate de agent al Vanzatorului, nu vor fi raspunzatori pentru imposibilitatea de executare a Creditelor Selectionate, cu exceptia cazului in care aceasta neexecutare se datoreaza culpei sau incalcarii de catre Vanzator sau Vanzatorul Initial a oricaror declaratii, garantii sau angajamente acordate prin prezentul Contract;
(iv)	the Seller and the Initial Seller, in its capacity as agent of the Seller, shall not assume any responsibility for the decisions regarding the Assets made by the Buyer on the basis of its own analysis. In such respect, the Buyer	(iv)	Vanzatorul si Vanzatorul Initial, in calitate de agent al Vanzatorului, nu isi asuma vreo raspundere pentru deciziile luate de Cumparator pe baza propriei sale analize, in ceea ce priveste

	hereby confirms that it has made and will be responsible for making its own appraisal of financial condition and quality of the Assets, as well as of the creditworthiness of the Assigned Debtors and/or their guarantors, based on the information provided by the Seller and the Initial Seller, in its capacity as agent of the Seller, according to this Agreement.		Activele. In acest sens, Cumparatorul confirma prin prezentul Contract ca a realizat si va fi raspunzator pentru propria evaluare a conditiilor financiare si caracteristicilor Activelor, precum si a bonitatii Debitorilor Cedati si/sau a girantilor acestora, pe baza informatiilor furnizate de catre Vanzator si Vanzatorul Initial, in calitate de agent al Vanzatorului, potrivit prezentului Contract.
4.3	The Seller shall relinquish the effective control over the NPL Receivables as of the Transfer Date. Consequently, the Initial Seller, in its capacity as agent of the Seller, shall have no further administration and collection duties in relation to the transferred Assets, as such duties derived from the Administration Agreement and Collection Agreement, as of the same date.	**4.3**	Vanzatorul va retrage controlul efectiv asupra Creantelor Neperformante la Data Transferului. In consecinta, de la aceeasi data Vanzatorul Initial, in calitate de agent al Vanzatorului, nu va mai avea atributii de administrare si colectare in legatura cu Activele transferate, asa cum sunt aceste atributii prevazute in Contractul de Administrare si in Contractul de Colectare Creante.
5	**REPRESENTATIONS, WARRANTIES AND COVENANTS**	**5**	**DECLARATII, GARANTII SI ANGAJAMENTE**
5.1	**Representations and Warranties of the Seller**	**5.1**	**Declaratiile si Garantiile Vanzatorului**
	The Seller hereby represents and warrants to both the Buyer and the Initial Seller, to the best of its knowledge, that as of the Transfer Date:		Vanzatorul declara si garanteaza prin prezentul Contract atat Cumparatorului, cat si Vanzatorului Initial, in deplina cunostinta de cauza ca, la Data Transferului:
	(i) the Seller is and will continue to be a legal entity duly incorporated and validly existing under the laws of The Netherlands with all requisite power and authority in relation to its property and assets and to conduct the business in which it is engaged or proposes to engage;		(i) Vanzatorul este si va continua sa fie o persoana juridica infiintata si functionand in mod legal potrivit legislatiei din Olanda, avand puterea si autoritatea necesare in ceea ce priveste proprietatea si bunurile sale si de a-si gestiona propria afacere in care este angajat sau isi propune sa se angajeze;
	(ii) the Seller has full power and authority to enter into and execute this Agreement, which constitutes legal, valid and binding obligations of the Seller, enforceable against the Seller in		(ii) Vanzatorul are putere si autoritate deplina sa incheie si sa semneze acest Contract ce instituie in sarcina Vanzatorului obligatii legale, valide si angajante, care devin executorii impotriva Vanzatorului in

	accordance with their terms;		conformitate cu termenii lor;
(iii)	no proceedings have been filed in a court of competent jurisdiction by the Seller and the Seller has not taken any corporate action to authorize, and has not received notice of commencement by any person or authority, and is not aware, after due inquiry, of any circumstances which may give rise to any voluntary or compulsory proceedings seeking the bankruptcy, liquidation, winding-up or reorganization of the Seller;	(iii)	Vanzatorul nu a initiat nicio actiune in fata vreunei instante competente, nici nu a luat vreo masura la nivel de societate in vederea autorizarii, nici nu a primit vreo notificare referitoare la inceperea din initiativa oricarei persoane sau autoritati si nici nu ii sunt cunoscute, ca urmare a unei cercetari precise, orice circumstante care ar putea da nastere unei proceduri voluntare sau obligatorii referitoare la falimentul, lichidarea, dizolvarea sau reorganizarea Vanzatorului;
(iv)	neither the execution and delivery of this Agreement by the Seller, nor the completion of the CHF Retail Sale contemplated hereby and thereby, conflicts with (a) any treaty, law or regulation, or any judgment or court order, by which the Seller is bound; (b) any provision of the articles of association of the Seller, or (c) any agreement to which the Seller is a party;	(iv)	nici semnarea si emiterea acestui Contract de catre Vanzator, nici executarea Vanzarii CHF Retail avute in vedere prin acesta, nu contravin (a) niciunui tratat, legi sau regulament ori sentinte sau hotarari judecatoresti opozabile Vanzatorului; (b) niciunei prevederi ale actului constitutiv al Vanzatorului, sau (c) niciunui contract la care Vanzatorul este parte;
(v)	all internal and external authorizations and consents necessary for signing and performance of this Agreement have been obtained and are in full force and effect;	(v)	toate aprobarile si autorizarile interne si externe necesare in legatura cu semnarea si executarea acestui Contract au fost obtinute si sunt pe deplin valide si producatoare de efecte;
(vi)	its representatives have full power and authority to sign and perform this Agreement;	(vi)	reprezentantii sai au putere si autoritate deplina sa semneze si sa execute prezentul Contract;
(vii)	the Assets comply with the requirements listed under both the Transfer Eligibility Criteria and Quality Eligibility Criteria in definition of Eligible Assets. In such respect, the Seller warrants the validity, reality and the actuality of the NPL Receivables and their related Collaterals at the Transfer Date, including the legality of the debt titles and documents transmitted according to article 5.3 from	(vii)	Activele respecta cerintele cuprinse atat in Criteriile de Eligibilitate privind Transferul, cat si in Criteriile de Eligibilitate privind Calitatea din definitia Activelor Eligibile. In acest sens, Vanzatorul garanteaza valabilitatea, realitatea si actualitatea Creantelor Neperformante precum si a Garantiilor atasate acestora la Data Transferului, incluzand legalitatea

	below;		titlurilor debitului si a documentelor transmise in conformitate cu articolul 5.3 de mai jos;
(viii)	there are no litigation, action, investigation or proceeding against the Seller in relation with the Seller's title to the NPL Receivables whose outcome might have an adverse effect on the validity of this Agreement or which shall affect the ability of the Seller to perform any of its obligations hereunder, nor is the Seller aware of any threat by any person or state or local authority or regulatory agency to enact the same;	(viii)	nu exista litigii, actiuni, investigatii sau proceduri declansate impotriva Vanzatorului in legatura cu titlul Vanzatorului asupra Creantelor Neperformante, ale caror consecinte ar putea avea un efect nefavorabil asupra validitatii prezentului Contract sau care ar putea afecta capacitatea Vanzatorului de a-si executa orice obligatie din prezentul Contract, si nici Vanzatorul nu cunoaste vreo amenintare din partea oricarei persoane sau autoritati locale sau de stat sau din partea vreunui organ de reglementare care sa hotarasca astfel;
(ix)	the transferability of the Assets is not limited or excluded by any action, trust deed, mortgage or other agreement or instrument to which the Seller is a party or by which it or any of its assets is bound and title to the Assets may be freely assigned to the Buyer, taking into account that the only interdiction of the transfer of the receivables derived from the Selected Loans had been granted in favor of OTP Bank Plc, who has expressly waived such interdiction according to Consent Notice dated 5 July 2012, attached to this Agreement as the Appendix 2;	(ix)	transferabilitatea Activelor nu este limitata sau exclusa prin nicio actiune, act fiduciar, ipoteca sau alt contract sau instrument la care Vanzatorul este parte sau prin care el sau orice bun al sau sunt limitate, dreptul asupra Activelor putand fi transferat in mod liber catre Cumparator, avand in vedere ca singura interdictie privind transferul creantelor nascute din Creditele Selectionate a fost stabilita in favoarea OTP Bank Plc, care a renuntat expres la aceasta interdictie potrivit Adresei de Incuviintare din data de 05.07.2012, atasata ca Anexa 2 la prezentul Contract;
(x)	the Seller has performed all of its material obligations and observed any relevant Dutch law under or in connection with both the ownership over the Assets and entering into this Agreement;	(x)	Vanzatorul si-a indeplinit toate obligatiile esentiale si a respectat orice lege olandeza relevanta in ceea ce priveste sau in legatura atat cu dreptul de proprietate asupra Activelor, cat si cu incheierea prezentului Contract;
(xi)	the information provided by the Seller to the Buyer on each relevant Asset is not subject to any restrictions under any	(xi)	informatiile furnizate de Vanzator Cumparatorului cu privire la fiecare Activ relevant nu fac obiectul niciunei

relevant Dutch law relating to the disclosure of confidential information or data concerning the Asset.	restrictii potrivit vreunei legi olandeze aplicabile in ceea ce priveste divulgarea informatiilor confidentiale sau a datelor privitoare la Activ.
5.2 Payments after the Transfer Date	**5.2 Platile dupa Data Transferului**
Any payment which will be made by or on behalf of any Assigned Debtor in relation to the NPL Receivables after the Transfer Date, including as a result of a forced execution procedure, will be due to the Buyer. The Seller undertakes the obligation to transfer any amounts paid for such NPL Receivables into the bank account of the Buyer within 7 (seven) Business Days from the payment date.	Orice plata care va fi efectuata de catre sau in numele oricarui Debitor Cedat in legatura cu Creantele Neperformante dupa Data Transferului, inclusiv ca urmare a unei proceduri de executare silita, va fi datorata Cumparatorului. Vanzatorul isi asuma obligatia de a transfera orice suma platita in contul acestor Creante Neperformante in contul bancar al Cumparatorului, in termen de 7 (sapte) Zile Lucratoare de la data platii.
5.3 Taking over the original documents	**5.3 Preluarea documentelor originale**
(i) The Seller and/or the Initial Seller, in its capacity as agent of the Seller, engage to issue to the Buyer the debt titles and the related Collaterals guarantee agreements, according to article 1574 of the Romanian Civil Code. In such respect, the Seller and/or the Initial Seller, as applicable, will hand over the original titles of the NPL Receivables (the relevant Bilateral Retail Facility Agreements), but also any and all documents that are related to such titles, including but not limited to the additional documents to Bilateral Retail Facility Agreements, the Collaterals documents, including the mortgage and guarantor agreements, the judicial sentences regarding the NPL Receivables or its Collaterals according to each case, by means of an annex to this Agreement.	(i) Vanzatorul si/sau Vanzatorul Initial, in calitate de agent al Vanzatorului, se angajeaza sa furnizeze Cumparatorului titlurile debitului si contractele privind Garantiile aferente, potrivit articolului 1574 din Codul Civil Roman. In acest sens, Vanzatorul si/sau Vanzatorul Initial, dupa caz, va inmana titlurile originale ale Creantelor Neperformante (Contractele Bilaterale de Facilitate de Credit Retail), precum si orice si toate documentele care au legatura cu aceste titluri, incluzand, dar fara a se limita la actele aditionale la Contractele Bilaterale de Facilitate de Credit Retail, documentele privind Garantiile, incluzand contractele de ipoteca si cele privind contractele de fideiusiune /garantie, sentintele judecatoresti referitoare la Creantele Neperformante sau la Garantiile acestora, potrivit fiecarui caz in parte, pe baza unei anexe la prezentul Contract.
(ii) The original (hardcopy) of the documents (titles) mentioned at point (i) will be transmitted to the Buyer within 30 (thirty) days after the Sale Price payment. The responsibles for handing	(ii) Originalul documentelor (titlurilor) mentionate la punctul (i) de mai sus vor fi transmise catre Cumparator in 30 (treizeci) zile de la plata Pretului Vanzarii. Responsabilii pentru predarea-

over the original documentation are: from the Seller and/or the Agent the back office and from the Buyer the operative manager. Such documents will be also delivered in electronic form within 10 (ten) Business Days after the Transfer Date.	primirea documentatiei originale sunt: pentru Vanzator si/sau Agent biroul administrativ (back office) si pentru Cumparator directorul operativ. Aceste documente vor fi de asemenea transmise in format electronic in termen de 10 (zece) Zile Lucratoare de la Data Transferului.
5.4 Notification of the Assigned Debtors. Other notifications	**5.4 Notificarea Debitorilor Cedati. Alte notificari**
(i) The Seller,undertakes to notify the Assigned Debtors regarding the Sale performed under this Agreement, or procure that such notification is performed by the Initial Seller in its capacity of Agent or by a third party appointed by him, informing that all further payments in relation to the NPL Receivables after the Transfer Date will be performed by the Assigned Debtors according to the terms and conditions indicated by means of such notification. All expenses related to the notices of this Agreement or to the fulfillment of any formal procedures required by law for its opposability, priority and enforceability shall be the responsibility of the Buyer and shall be paid by the Buyer.	(i) Vanzatorul se angajeaza sa notifice Debitorii Cedati cu privire la Vanzarea realizata prin prezentul Contract, sau sa determine ca aceasta notificare sa fie efectuata de catre Vanzatorul Initial, in calitatea sa de Agent, sau de catre o terta persoana numita de el, informand ca toate platile viitoare in legatura cu Creantele Neperformante, dupa Data Transferului, vor fi efectuate de catre Debitorii Cedati in conformitate cu termenii si conditiile indicate in notificarea respectiva. Toate cheltuielile corespunzatoare notificarilor in baza prezentului Contract sau privitoare la indeplinirea oricarei proceduri formale prevazute de lege pentru opozabilitatea, prioritatea si forta executorie a acestuia, vor fi in sarcina Cumparatorului si vor fi suportate de catre Cumparator.
(ii) The Seller or the Initial Seller, in its capacity of agent of the Seller, shall notify about the assignment contemplated by this Agreement both the bailiffs/other practitioners which are in charge with the collection/forced execution of the transferred Assets and the courts which conduct the litigations in relation to the transferred Assets.	(ii) Vanzatorul sau Vanzatorul Initial, in capacitate de agent al Vanzatorului, va notifica cesiunea reglementata de prezentul Contract executorilor/altor practicieni care se ocupa cu colectarea/executarea silita a Activelor transferate, precum si instantelor care judeca litigiile in legatura cu Activele trasnferate.
5.5 Other Covenants of the Seller	**5.5 Alte Angajamente ale Vanzatorului**
The Seller hereby undertakes to and covenants with both the Buyer and the Initial Seller, that the Seller shall:	Vanzatorul isi asuma si se angajeaza atat fata de Cumparator cat si fata de Vanzatorul Initial, ca Vanzatorul:
(i) inform the Buyer immediately after it	(i) va informa Cumparatorul imediat ce a

		has become aware about the occurrence of any event having a material adverse effect on the CHF Retail Sale;			luat cunostinta de aparitia unui eveniment cu efect nefavorabil important asupra Vanzarii CHF Retail;
	(ii)	execute and deliver or file any statement, instrument, document in order to create, perfect, validate or give effect to this Agreement, if and when necessary according to any applicable law;		(ii)	va intocmi si oferi sau inregistra orice declaratie, instrument, document cu scopul de a crea, executa, valida sau da efect prezentului Contract, daca si cand va fi necesar potrivit oricarei legislatii aplicabile;
	(iii)	ensure that no third party creditor is granted or obtains rights over the Assets equal or prior in rank to the ownership rights granted to the Buyer.		(iii)	va asigura ca niciunui tert creditor nu ii este oferit sau nu obtine drepturi asupra Activelor, egale sau cu rang prioritar dreptului de proprietate transmis Cumparatorului.
5.6	**Representations and Warranties of the Initial Seller**		**5.6**	**Declaratiile si Garantiile Vanzatorului Initial**	
	(A)	The Initial Seller hereby represents and warrants to both the Buyer and the Seller, to the best of its knowledge, that as of the Transfer Date:	(A)	Vanzatorul Initial declara si garanteaza prin prezentul Contract, in deplina cunostinta de cauza, atat Cumparatorului, cat si Vanzatorului ca, la Data Transferului:	
		(i) the Initial Seller is and will continue to be a legal entity duly incorporated and validly existing under the laws of Romania with all requisite power and authority in relation to its property and assets and to conduct the business in which it is engaged or proposes to engage;			(i) Vanzatorul Initial este si va continua sa fie o persoana juridica organizata si functionand in mod legal potrivit legislatiei din Romania, avand puterea si autoritatea necesare in ceea ce priveste proprietatea si bunurile sale si de a gestiona afacerea in care este angajat sau isi propune sa se angajaze;
		(ii) the Initial Seller has full power and authority to enter into and execute this Agreement, which constitutes legal, valid and binding obligations of the Initial Seller, enforceable against the Initial Seller in accordance with their terms;			(ii) Vanzatorul Initial are putere si autoritate deplina sa incheie si sa semneze acest Contract ce instituie in sarcina Vanzatorului Initial obligatii legale, valide si angajante, care devin executorii impotriva Vanzatorui Initial in conformitate cu termenii lor;

(iii)	no proceedings have been filed in a court of competent jurisdiction by the Initial Seller and the Initial Seller has not taken any corporate action to authorize, and has not received notice of commencement by any person or authority, and is not aware, after due inquiry, of any circumstances which may give rise to any voluntary or compulsory proceedings seeking the bankruptcy, liquidation, winding-up or reorganization of the Initial Seller;	(iii)	Vanzatorul Initial nu a initiat nicio actiune in fata vreunei instante competente, nici nu a luat vreo masura la nivel de societate in vederea autorizarii, nici nu a primit vreo notificare referitoare la inceperea din initiativa oricarei persoane sau autoritati si nici nu ii sunt cunoscute, ca urmare a unei cercetari precise, orice circumstante care ar putea naste unei proceduri voluntare sau obligatorii referitoare la falimentul, lichidarea, dizolvarea sau reorganizarea Vanzatorului Initial;
(iv)	neither the execution and delivery of this Agreement by the Initial Seller, nor the completion of the CHF Retail Sale contemplated hereby and thereby, conflicts with (a) any treaty, law or regulation, or any judgment or court order, by which the Initial Seller is bound; (b) any provision of the articles of association of the Initial Seller, or (c) any agreement to which the Initial Seller is a party;	(iv)	nici semnarea si remiterea acestui Contract de catre Vanzatorul Initial, nici finalizarea Vanzarii CHF Retail avute in vedere prin acesta, nu contravin (a) niciunui tratat, legi sau regulament ori sentinte sau hotarari judecatoresti opozabile Vanzatorului Initial; (b) niciunei prevederi ale actului constitutiv al Vanzatorului Initial, sau (c) niciunui contract la care Vanzatorul Initial este parte;
(v)	all internal and external authorizations and consents necessary for signing and performance of this Agreement have been obtained and are in full force and effect;	(v)	toate aprobarile si autorizarile interne si externe necesare in legatura cu semnarea si executarea acestui Contract au fost obtinute si sunt pe deplin valide si producatoare de efecte;
(vi)	its representatives have full power and authority to sign and perform this Agreement.	(vi)	reprezentantii sai au putere si autoritate deplina sa semneze si sa execute prezentul Contract.

(B) The Initial Seller, in its capacity as agent of the Seller, hereby represents and warrants to both the Seller and the Buyer, to the best of its knowledge, that as of the Transfer Date:	(B) Vanzatorul Initial, in calitate de agent al Vanzatorului, declara si garanteaza prin prezentul Contract, atat Vanzatorului, cat si Cumparatorului, in deplina cunostinta de cauza, ca la Data Transferului:
(i) the Assets comply with the requirements listed under the Title Eligibility Criteria in definition of Eligible Assets;	(i) Activele respecta cerintele cuprinse in Criteriile de Eligibilitate privind Titlul din definitia Activelor Eligibile;
(ii) the Initial Seller has performed all of its material obligations and observed any relevant Romanian law under or in connection with administration and maintenance over the Assets;	(ii) Vanzatorul Initial si-a indeplinit toate obligatiile legale si a respectat orice lege relevanta din Romania in ceea ce priveste sau in legatura cu administrarea si conservarea Activelor;
(iii) the Initial Seller has maintained accurate records of information in relation to the relevant Assigned Debtors and/or their guarantors.	(iii) Vanzatorul Initial a mentinut inregistrari corecte ale informatiilor privind Debitorii Cedati si/sau girantii lor.
5.7 Covenants of the Initial Seller	**5.7 Angajamentele Vanzatorului Initial**
The Initial Seller hereby undertakes to and covenants with the Seller and the Buyer that the Initial Seller shall:	Vanzatorul Initial isi asuma si si se angajeaza atat fata de Vanzator cat si de Cumparator, ca Vanzatorul Initial:
(i) inform the Buyer and/or the Seller immediately after it has become aware about the occurrence of any event having a material adverse effect on the Assets;	(i) va informa Cumparatorul si/sau Vanzatorul imediat ce a luat cunostinta de aparitia unui eveniment cu efect advers important asupra Activelor;
(ii) perform all necessary legal actions to ensure the effectiveness of this Agreement in relation to the Assigned Debtors and/or their guarantors, if and when necessary according to Romanian law;	(ii) va indeplini toate actiunile legale necesare cu scopul de a asigura eficacitatea prezentului Contract in ceea ce priveste Debitorii Cedati si/sau girantii lor, daca si atunci cand este necesar potrivit legii romane;
(iii) execute and deliver or file any statement, instrument, document in order to create, perfect and validate this Agreement, if and when necessary according to any applicable law.	(iii) va intocmi si oferi sau inregistra orice declaratie, instrument, document cu scopul de a crea, executa si valida prezentul Contract, daca si cand va fi necesar potrivit oricarei legislatii aplicabile.

5.8 Representations, Warranties and Covenants of the Buyer	**5.8 Declaratiile, Garantiile si Angajamentele Cumparatorului**
(A) The Buyer hereby represents and warrants to both the Seller and the Initial Seller, to the best of its knowledge, that as of the Transfer Date:	(A) Cumparatorul declara si garanteaza prin prezentul Contract atat Vanzatorului, cat si Vanzatorului Initial, in deplina cunostinta de cauza, ca la Data Transferului:
(i) the Buyer is and will continue to be a legal entity duly incorporated and validly existing under the laws of Republic of Hungary with all requisite power and authority in relation to its property and assets and to conduct the business in which it is engaged or proposes to engage;	(i) Cumparatorul este si va continua sa fie o persoana juridica organizata si functionand in mod legal potrivit legislatiei din Republica Ungara, avand puterea si autoritatea necesare in ceea ce priveste proprietatea si bunurile sale si de a gestiona afacerea in care este angajat sau isi propune sa se angajaze;
(ii) the Buyer has full power and authority to enter into and execute this Agreement, which constitutes legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with their terms;	(ii) Cumparatorul are putere si autoritate deplina sa incheie si sa semneze acest Contract ce instituie in sarcina Cumparatorului obligatii legale, valide si angajante, care devin executorii impotriva Cumparatorul in conformitate cu termenii lor;
(iii) no proceedings have been filed in a court of competent jurisdiction by the Buyer and the Buyer has not taken any corporate action to authorize, and has not received notice of commencement by any person or authority, and is not aware, after due inquiry, of any circumstances which may give rise to any voluntary or compulsory proceedings seeking the bankruptcy, liquidation, winding-up or reorganization of the Buyer;	(iii) Cumparatorul nu a initiat nicio actiune in fata vreunei instante competente, nici nu a luat vreo masura la nivel de societate in vederea autorizarii, nici nu a primit vreo notificare referitoare la inceperea din initiativa oricarei persoane sau autoritati si nici nu ii sunt cunoscute, ca urmare a unei cercetari precise, orice circumstante care ar putea naste orice proceduri voluntare sau obligatorii referitoare la falimentul, lichidarea, dizolvarea sau reorganizarea Cumparatorului;
(iv) neither the execution and delivery of this Agreement by the Buyer, nor the completion of the CHF Retail Sale contemplated hereby and	(iv) nici semnarea si remiterea acestui Contract de catre Cumparator, nici finalizarea Vanzarii CHF Retail avute in vedere prin prezentul Contract, nu contravin (a) niciunui tratat, legi sau

		thereby, conflicts with (a) any treaty, law or regulation, or any judgment or court order, by which the Buyer is bound; (b) any provision of the articles of association of the Buyer, or (c) any agreement to which the Buyer is a party;		regulament ori sentinte sau hotarari judecatoresti opozabile Cumparatorului; (b) niciunei prevederi ale actului constitutiv al Cumparatorului, sau (c) niciunui contract la care Cumparatorul este parte;
	(v)	all internal and external authorizations and consents necessary for the signing and performance of this Agreement have been obtained and are in full force and effect;	(v)	toate aprobarile si autorizarile interne si externe necesare in legatura cu semnarea si executarea acestui Contract au fost obtinute si sunt pe deplin valide si producatoare de efecte;
	(vi)	its representatives have full power and authority to sign and perform this Agreement;	(vi)	reprezentantii sai au putere si autoritate deplina sa semneze si sa execute prezentul Contract;
	(vii)	the Buyer will execute and deliver or file any statement, instrument, document in order to create, perfect and validate this Agreement, if and when necessary according to any applicable law;	(vii)	Cumparatorul va intocmi si oferi sau inregistra orice declaratie, instrument, document cu scopul de a crea, executa si valida prezentul Contract, daca si cand va fi necesar potrivit oricarei legislatii aplicabile;
	(viii)	the information provided in the Agreement is true, complete and accurate and gives a true and fair view over the Buyer.	(viii)	Informatiile furnizate in prezentul Contract sunt adevarate, complete si corecte si ofera o imagine adevarata si clara cu privire la Cumparator.
(B)	The Buyer undertakes, during the collection and/or enforcement procedure of the NPL Receivables, not to harm, by any means, the Assigned Debtors or to initiate any actions or formalities by which any applicable Romanian laws are not observed.		(B)	Cumparatorul se obliga ca, pe parcursul colectarii si/sau procedurii de executare a Creantelor Neperformante, sa nu vatame, prin orice mijloc, Debitorii Cedati sau sa nu initieze vreo actiune sau formalitate prin care legislatia aplicabila din Romania nu este respectata.
(C)	**Encumbrance over the Assets** The Buyer acknowledges that the Assets are pledged in favor of OTP Bank Plc. according to the Receivables Pledge Agreements, and agrees to purchase such Assets as they are currently pledged, paying the Sale Price according to Section 3 from above, and hereby		(C)	**Sarcina asupra Activelor** Cumparatorul intelege ca Activele sunt garantate in favoarea OTP Bank Plc. in conformitate cu Contractele de Garantie Reala Mobiliara si este de acord sa cumpere aceste Active asa cum sunt acestea gajate in prezent, platind Pretul de Vanzare in conformitate cu Sectiunea 3 de mai sus si accepta ca

	accepts that the release of the Assets from such pledge will be performed by OTP Bank Plc by issuing a deed of release in a form as attached in the Appendix 3 to this Agreement (the **"Deed of Release"),** upon the payment of the Sale Price furthermore upon and if receipt the Repayment Notice according to the terms and conditions of the Repayment Agreement.		eliberarea Activelor de o astfel de garantie va fi efectuata de catre OTP Bank Plc prin emiterea unei declaratii de eliberare de sub garantie, in forma atasata prezentului Contract ca si Anexa 3 („**Declaratie de Eliberare**"), la momentul platii Pretului Vanzarii si atunci cand si daca va primi Notificarea de Plata conform termenilor si conditiilor stabilite in Contractul de Rambursare.
6	**CONFIDENTIALITY**	**6**	**CONFIDENTIALITATE**
6.1	The Parties agree that they shall not disclose any Confidential Information to any person without the prior written consent of the other Party. For the purposes of this Article, "Confidential Information" means information concerning the terms and conditions of this Agreement and any related agreements and documents, if any, including the Bilateral Retail Facility Agreements, as well as any information obtained in connection with the negotiation of this Agreement and any related agreements and documents, but such shall not include any information that has become publicly accessible, unless this is due to a breach of an obligation of either Party under this Section 6.	**6.1**	Partile convin sa nu dezvaluie nicio Informatie Confidentiala niciunei persoane fara acordul prealabil scris al celeilalte Parti. Pentru scopurile acestui Articol, „Informatie Confidentiala" inseamna orice informatie privind termenii si conditiile prezentului Contract si ale oricaror contracte si documente aferente, daca este cazul, inclusiv Facilitatile Bilaterale de Credite Retail, precum si orice informatii obtinute in legatura cu negocierea prezentului Contract si a oricaror contracte si documente aferente, neincluzand insa informatiile care au devenit publice, cu exceptia cazului in care acest rezultat se datoreaza incalcarii unei obligatii asumate de catre oricare dintre Parti in baza prezentului Capitol 6.
6.2	This obligation of confidentiality shall apply to any disclosures of Confidential Information. In case any Party needs to disclose any Confidential Information to a director, employee or adviser, the disclosing Party shall instruct the director, the employee or the advisor receiving the information of the confidential nature of the information disclosed, shall require such director, employee or advisor to also be bound by the confidentiality undertaking contained herein and the disclosing Party shall in each case be liable for any breach by the respective director, employee or advisor of the obligations of confidentiality as if it were a breach of the disclosing Party's obligation of confidentiality under the Article 6.1 above.	**6.2**	Obligatia de confidentialitate vizeaza orice dezvaluiri de Informatii Confidentiale. In cazul in care una dintre Parti trebuie sa dezvaluie o Informatie Confidentiala unui administrator, angajat sau consultant, Partea care dezvaluie informatia va instrui administratorul, angajatul sau consultantul care o primeste cu privire la natura confidentiala a acestei informatii dezvaluite si va cere acelui administrator, angajat sau consultant sa se oblige la a pastra confidentialitatea, iar Partea care dezvaluie Informatia Confidentiala va fi, in fiecare caz, raspunzatoare de orice incalcare a obligatiilor de confidentialitate de catre respectivul administrator, angajat sau consultant, ca si cum ar fi incalcarea propriei

			sale obligatii de confidentialitate potrivit Articolului 6.1 de mai sus.
6.3	The obligation of confidentiality under the Article 6.1 above shall not apply in the event that a Party is required by applicable law or under a lawful decision of a judicial, arbitral or regulatory body to provide a court or a regulatory body with any Confidential Information, but, in each such case only to the extent that the disclosure is required by law or by a decision of a judicial, arbitral or regulatory body, and the disclosure shall be limited to the specific information requested, the body to which the disclosure is made is informed about the confidential nature of the information, and the other Party is promptly notified in writing with respect to such disclosure.	**6.3**	Obligatia de confidentialitate conform Articolului 6.1 de mai sus nu este incidenta in cazul in care unei Parti ii este solicitat prin legea aplicabila sau printr-o decizie a unui organism judiciar, de arbitrare sau de reglementare, sa furnizeze unei instante sau unei autoritati de reglementare orice Informatie Confidentiala, insa, in fiecare asemenea caz, numai in masura in care dezvaluirea este impusa de lege sau printr-o decizie a unui organism judiciar, de arbitrare sau reglementare iar dezvaluirea se limiteaza doar la informatia specifica solicitata, organismul care primeste informatia fiind informat cu privire la natura confidentiala a acesteia, iar cealalta Parte fiind prompt notificata in scris cu privire la aceasta dezvaluire.
6.4	The confidentiality obligations of the Parties shall survive termination of this Agreement.	**6.4**	Obligatia de confidentialitate a Partilor va ramane in vigoare si dupa incetarea prezentului Contract.
7	**TERMINATION**	**7**	**INCETARE**
7.1	In case the payment obligation of the Sale Price by the Buyer is not performed in the conditions and at the fixed term mentioned in the Section 3 from above, this Agreement shall be automatically and rightfully cancelled, without requiring any previous formality or further notification, the Seller being entitled to continue in its own name the collection and/or the enforcement procedures against the Assigned Debtors.	**7.1**	In cazul in care obligatia de plata a Pretului Vanzarii nu este executata de catre Cumparator in conditiile si la termenul mentionate la Sectiunea 3, prezentul Contract va fi revocat de drept, automat, fara a fi necesara vreo formalitate prealabila sau vreo notificare suplimentara, Vanzatorul avand dreptul de a continua in nume propriu colectarea si/sau procedurile de executare impotriva Debitorilor Cedati.
7.2	As a consequence of the termination of this Agreement according to this Section 7, and by derogation to the Article 5.2 from above, any payment received by the Buyer from or on behalf of the Assigned Debtors in relation to the NPL Receivables (including as a result of a forced execution procedure), after the Transfer Date, shall be transfered back to the Seller. The Buyer undertakes the obligation to transfer such		Ca si consecinta a incetarii prezentului Contract conform prevederilor prezentei Sectiuni 7, prin derogare de la Articolul 5.2 de mai sus, orice plata primita de catre Cumparator de la sau in numele Debitorilor Cedati dupa Data Transferului in legatura cu Creantele Neperformante (inclusiv ca urmare a unei proceduri de executare silita) vor fi returnate Vanzatorului. Cumparatorul se

amounts to the Seller within 7 (seven) Business Days from the termination date of this Agreement.	obliga sa transfere sumele respective catre Vanzator in termen de 7 (sapte) Zile Lucratoare de la data incetarii prezentului Contract.
8 MISCELLANEOUS	**8 DIVERSE**
8.1 Notices and communications	**8.1 Notificari si Comunicari**
Any notice required or permitted under this Agreement shall be given in writing form and shall be deemed to be effectively given upon personal delivery or transmission via facsimile to the Party hereto to be notified to the following addresses, provided that any facsimile notice shall be deemed effective upon receipt:	Orice notificare solicitata sau permisa potrivit acestui Contract va fi facuta in scris si va fi considerata a fi fost comunicata in mod efectiv atunci cand este predata personal sau transmisa prin fax Partii, urmand a fi transmisa la urmatoarele adrese, sub rezerva ca orice notificare prin fax va fi considerata a fi efectiv comunicata la primire:

<u>For the Buyer</u> / <u>Pentru Cumparator:</u>

OTP Faktoring Zrt.

Address/Adresa:	1066 Budapest, Mozsár street 8.
Fax:	+36 (1) 485 3046
Attention/In atentia:	Head of Department

<u>For the Seller</u> / <u>Pentru Vanzator</u>:

OTP Financing Solutions B.V.

Address/Adresa:	Fred. Roeskestraat 123 Olympic plz, 1076 EE Amsterdam, the Netherlands
Fax:	+31 (0)20 577 11 88
Tel:	+31 (0)20 577 11 77
Attention/In atentia:	Managing Director / Director General

<u>For the Initial Seller</u> / <u>Pentru Vanzatorul Initial</u>:

OTP Bank Romania S.A.

Address/Adresa	66-68 Buzesti Street, 1st District, RO-011017, Bucharest, Romania
Fax:	+40 21.307.57.32
Attention/In atentia:	bogdan.dinculeasa@otpbank.ro

or to such other address or fax number as the relevant Party may have notified to the other	sau la acele adrese sau numere de fax pe care Partea relevanta le notifica celeilalte Parti in

Party in accordance with this Section 8.	conformitate cu prezentul Capitolul 8.
8.2 Data Protection Any transfer of personal data in relation to this Agreement shall be done by observing any applicable data protection laws.	**8.2 Protectia datelor cu caracter personal** Orice transfer de date cu caracter personal in legatura cu prezentul Contract va fi efectuat cu respectarea oricaror legi privind protectia datelor aplicabile.
8.3 Assignment	**8.3 Cesionare**
This Agreement shall be binding upon, and inure for the benefit of the Parties and their respective successors and permitted assigns.	Prezentul Contract va avea caracter angajant si va produce efecte in beneficiul Partilor, precum si al succesorilor in drepturi si al cesionarilor acestora.
8.4 Waiver	**8.4 Renuntare**
No term or provision hereof shall be deemed waived and no breach excused either retroactively or prospectively unless such waiver or consent shall be in writing and signed by the respective Party.	Niciun termen sau nicio dispozitie a prezentului Contract nu vor fi considerate ca fiind o renuntare si nicio incalcare nu va fi trecuta cu vederea fie retroactiv, fie in viitor, decat daca renuntarea sau consimtamantul vor fi efectuate in scris si vor fi semnate de Partea respectiva.
Neither failure in exercise, nor any delay in exercising, on the part of the Parties to this Agreement, any right of remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein are cumulative and not exclusive of any rights or remedies provided by law.	Nici esecul in exercitare si nici intarzierea in exercitare a oricarei Parti la prezentul Contract, a oricarui drept la reparatie in baza prezentului Contract, nu vor opera ca o renuntare la acestea si nicio exercitare unica sau partiala a unui astfel de drept sau reparatie nu va impiedica nicio exercitare viitoare sau nicio alta exercitare a acestora, sau exercitarea niciunui alt drept sau reparatie. Drepturile si reparatiile specificate in prezentul Contract au caracter cumulativ si nu exclud alte drepturi sau remedii legale prevazute prin lege.
8.5 Severability	**8.5 Autonomia prevederilor**
Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions shall remain effective and binding on the parties hereto. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that approximates as closely as possible to the intended economic purpose of the invalid or unenforceable provision.	Daca una sau mai multe prevederi din prezentul Contract vor fi considerate inaplicabile sau nule, toate celelalte prevederi vor ramane in vigoare si vor fi obligatorii pentru Parti. Prevederea inaplicabila sau nula va fi inlocuita de o prevedere valida si legala care aproximeaza cat mai mult cu putinta scopul economic pe care l-a intentionat respectiva prevedere nula sau inaplicabila.

8.6 Amendments	**8.6 Modificari**
Any changes of or supplements to this Agreement or to any Appendix hereto shall be valid only if in written form.	Orice modificari sau adaugiri la prezentul Contract sau la vreo Anexa a acestuia vor fi valabile numai daca au fost realizate in forma scrisa.
Any Appendix, including for avoiding of doubts the Appendix 1, the Appendix 2 and the Appendix 3 to this Agreement, will be, at the Execution Date, integrant parts of this Agreement.	Orice Anexa, incluzand, pentru evitarea oricarui dubiu, Anexa 1, Anexa 2 si Anexa 3 la prezentul Contract, vor fi, la Data Semnarii, parti integrante ale prezentului Contract.
8.7 Language	**8.7 Limba**
This Agreement shall be executed both in Romanian and in English language. In case of contradiction between the two versions because of misinterpretation, the English version shall prevail.	Prezentul Contract va fi semnat in limba romana si engleza. In caz de contradictie intre cele doua versiuni din cauza interpretarii gresite, versiunea in limba engleza va prevala.
8.8 Entering into force	**8.8 Intrare in vigoare**
This Agreement shall become effective on the Execution Date.	Prezentul Contract va intra in vigoare la Data Semnarii.
8.9 No Set-off	**8.9 Lipsa dreptului de compensare**
Except as otherwise expressly provided herein, all payments to or by the Buyer hereunder shall be made without set-off, counterclaim or other reduction.	Exceptand cazul in care este prevazut altfel in prezentul Contract, toate platile catre sau de catre Cumparator vor fi efectuate fara drept de compensare, contraprestatie sau alte reduceri.
If any reduction is required by law to be made from a payment hereunder, by way of tax, all such deductions shall be made according to the law out of the relevant amount as stipulated herein.	Daca orice reducere este solicitata potrivit legii a fi facuta din orice plata efectuata potrivit prezentului Contract, cu titlu de taxa, astfel de reducere va fi efectuata in conformitate cu prevederile legii, in afara sumei respective stipulate in prezentul Contract.
8.10 Governing Law	**8.10 Legea Aplicabila**
This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of Romania.	Prezentul Contract va fi guvernat, interpretat si executat conform legilor din Romania.
8.11 Dispute Resolution	**8.11 Solutionarea Litigiilor**
Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its execution, existence,	Orice litigiu, disputa sau pretentie decurgand din sau in legatura cu prezentul Contract, inclusiv orice diferend cu privire la

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validity or termination shall be referred to and finally resolved by arbitration under the Rules of Arbitration and Conciliation of International Chamber of Commerce in Paris. The tribunal shall consist of one or more arbitrators, in accordance with the said rules. The place of the arbitration shall be in Paris. The language of the arbitration shall be English language.	executarea, existenta, validitatea sau incetarea acestuia va fi adresata si rezolvata prin arbitraj conform Regulilor de Arbitrare si Conciliere ale Camerei Internationale de Comert din Paris. Instanta va fi constituita din unul sau mai multi arbitri, potrivit regulilor mentionate. Locul arbitrajului va fi in Paris. Limba arbitrajului va fi limba engleza.
Signature page	
IN WITNESS WHEREOF this Agreement has been signed by the Parties hereto in three (3) originals in English and Romanian languages on the Execution Date.	**CA MARTURIE A CELOR DE MAI SUS,** prezentul Contract a fost semnat de catre Parti in trei (3) exemplare originale in limba engleza si romana, la Data Semnarii.

Seller / Vanzator:	**Buyer / Cumparator:**	**Initial Seller / Vanzator Initial:**
OTP Financing Solutions B.V.	**OTP Faktoring Zrt**	**OTP Bank Romania S.A.**
By/Prin: ____________	By/Prin: ____________	By/Prin: ____________
Name/Nume: Catalin Iancu	Name/Nume: József Horváth	Name/Nume: László Diósi
as authorised representative / ca reprezentant legal	Director	Title: CEO & Chairman of the Management Board / Functie: Director General si Presedinte al Consiliului de Administratie
By/Prin ATC Management BV	By/Prin: ____________	By/Prin: ____________
Represented By / reprezentat prin: ____________	Name/Nume: László Mészáros	Name/Nume: Gyorgy BODO
Name/Nume: Mr. R. Posthumus	CFO	Title: member of the Management Board and Deputy CEO
as authorised representative / ca reprezentant legal		Functie: membru al Consiliului de Administratie si Director General Adjunct
And/si		
By/Prin: ____________		
Name/Nume: L.F. van der Sman		
as authorised representatives / ca reprezentant legal		

OTP Faktoring Követeléskezelő Zrt. 1.