# CHF AND EUR RETAIL ASSIGNMENT AGREEMENT/ CONTRACT DE CESIUNE CHF SI EUR RETAIL

**BETWEEN / INTRE**

**OTP FINANCING SOLUTIONS B.V.**

**AS SELLER / IN CALITATE DE VANZATOR**

**AND / SI**

**OTP BANK ROMANIA S.A.**

**AS BUYER / IN CALITATE DE CUMPARATOR**

dated 23 of November 2015

datat 23 noiembrie 2015

## TABLE OF CONTENTS / CUPRINS

**THIS CHF si EUR RETAIL ASSIGNMENT AGREEMENT** (the **"Agreement"**) is dated 23 of November, 2015 and made by and between:

(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 Prins Bernhardplein 200, 1097 JB Amsterdam, The Netherlands, duly represented by two of its directors jointly (hereinafter referred to as the **"Seller"**);

(2) **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. Gáldi György, Deputy CEO and Mr. Dragos Mirica, Deputy CEO (hereinafter referred to as the **"Buyer"**),

each and all of the above herein after referred to individually as a **"Party"** and collectively as the **"Parties"**

**PREZENTUL CONTRACT DE VANZARE CHF si EUR RETAIL („Contractul")** este incheiat in data de 23 noiembrie 2015 de catre si intre:

(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, Prins Bernhardplein 200, 1097 JB, Olanda, legal reprezentata prin cei doi administratori actionand impreuna (denumita in cele ce urmeaza **„Vanzatorul"**);

(2) **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. Gáldi György, Director General Adjunct si dl. Dragos Mirica, Director General Adjunct (denumita in cele ce urmeaza **„Cumparatorul"**)

fiecare dintre ele denumite in continuare individual **‚Partea"** si colectiv **„Partile"**

## RECITALS

(A) **WHEREAS** the Seller is the owner of the CHF and EUR Retail Receivables and any and all Related Rights and Collaterals together with any and all economic risks attached and resulting from specific CHF Bilateral Retail Loans denominated in CHF, respectively in EUR, granted to the Assigned Debtors according to the relevant CHF/EUR Bilateral Retail Facility Agreements (as all such terms are defined herein below), initially originated by OTP Bank Romania SA and subsequently transferred to OTP Financing Solutions B.V., directly or based on a subsequent transfer from OTP Bank Plc, a legal entity incorporated and validly existing under the laws of

## CONSIDERENTE

(A) **INTRUCAT,** Vanzatorul este proprietarul Creantelor CHF si EUR Retail si a oricaror si tuturor Drepturilor Asociate si Garantiilor impreuna cu orice si toate riscurile economice aferente si care rezulta din anumite Credite Bilaterale Retail denominate in CHF, respectiv in EUR acordate catre Debitorii Cedati in baza Contractelor Bilaterale de Credit Retail denominate in CHF/EUR (astfel cum acesti termeni sunt definiti mai jos), acordate initial de catre OTP Bank Romania SA si cesionate ulterior catre OTP Financing Solutions B.V., direct sau ca ca transfer subsecvent de la OTP Bank Plc o entitate 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**") as initial assignee. All such receivables and their agregate amount as of Transfer Date are identified in the Appendix 1 CHF and Appendix 1 EUR to this Agreement;

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**") cumparator initial. Toate aceste creante si suma datotara agregata la Data Transferului sunt identificate Anexa 1 CHF si Anexa 1 EUR la prezentul Contract;

(B) **WHEREAS** the Buyer intends to acquire and purchase from the Seller the CHF and EUR Retail Receivables together with any and all Related Rights and any and all Related Rights and Collaterals, paying a fair price;

(B) **INTRUCAT,** Cumparatorul intentioneaza sa achizitioneze si sa cumpere de la Vanzator Creantele CHF si EUR Retail impreuna cu oricare si toate Drepturile Asociate si Garantiile, in schimbul unui pret corect;

(C) **WHEREAS** this Agreement sets out the terms and conditions under which the Seller assigns, sells and transfers to the Buyer and the Buyer purchases and acquires the portfolio of CHF and EUR Retail Receivables and any and all Related Rights and Collaterals resulting from related CHF/EUR Bilateral Retail Loans denominated in CHF, granted to the Assigned Debtors according to the relevant CHF/EUR Bilateral Retail Facility Agreements, as identified and in an aggregate amount mentioned in the Appendix 1 CHF and Appendix 1 EUR to this Agreement (the "**CHF and EUR Retail Sale**").

(C) **INTRUCAT,** prezentul Contract stabileste termenii si conditiile in baza carora Vanzatorul cesioneaza, vinde si transfera catre Cumparator si Cumparatorul cumpara si achizitioneaza portofoliul de Creante CHF si EUR Retail impreuna cu oricare si toate Drepturile Asociate si Garantiile rezultate din anumite Credite Bilaterale Retail denominate in CHF/EUR (astfel cum sunt definite mai jos) acordate catre Debitorii Cedati in baza Contractelor Bilaterale de Credit Retail denominate in CHF/EUR, asa cum acestea sunt identificate si in suma totala mentionata in Anexa 1 CHF si Anexa 1 EUR la prezentul Contract („**Vanzarea CHF and EUR Retail**").

(D) **WHEREAS,** According to the CHF Retail Receivables Pledge Agreement and EUR Retail Receivables Pledge Agreement concluded on 19 December 2012 between OTP Bank Plc (as Pledgee), OTP Bank Romania SA (as Agent) and the Seller (as Pledgor) (the "**CHF Retail Receivables Pledge Agreement**" or the "**EUR Retail Receivables Pledge Agreement**"), the CHF and EUR Retail Assets (as such term is defined herein below) derived from or in connection with the Bilateral Retail Loans denominated in CHF/EUR are currently pledged in favor of OTP Bank Plc., for securing the reimbursement of the facility granted by OTP Bank Plc. to the Seller according to (i) a credit facility agreement dated 19 December 2012 and amended by the Addendum Agreement No. 1 as of 2 September 2015 and the Addendum Agreement as of 30 October 2015, denominated in CHF (the "**CHF Credit Facility Agreement**")

(D) **INTRUCAT,** in conformitate cu Contractul de Ipoteca Mobiliara asupra Creantelor incheiat la data de 19 decembrie 2012 intre OTP Bank Plc (in calitate de Creditor Ipotecar), OTP Bank Romania SA (in calitate de Agent pentru Garantii) si Vanzator (in calitate de Debitor) ("**Contractul de Ipoteca CHF and EUR Retail**"), Activele CHF si EUR Retail nascute din sau care sunt in legatura cu Creditele Bilaterale Retail denominate in CHF/EUR sunt in prezent ipotecate in favoarea OTP Bank Plc, pentru a garanta rambursarea facilitatii acordate de OTP Bank Plc Vanzatorului in conformitate cu (i) un contract de facilitate de credit din data de 19 decembrie 2012 si a actului aditional nr. 1 din 2 septembrie 2015 si a actului aditional din 30 octombrie 2015, denominat in CHF („**Contractul de Facilitate de Credit CHF**") si cu (ii) un contract de and (ii) a credit facility agreement dated 19 December 2012, denominated in EUR (the "**EUR Credit Facility Agreement**")

facilitate de credit din data de 19 decembrie 2012, denominat in EUR („**Contractul de Facilitate de Credit EUR**");

(E) **WHEREAS,** According to a Repayment Agreement concluded by OTP Bank Plc. and the Seller on 23 November, 2015 (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 facility granted under the CHF Credit Facility Agreement and EUR Credit Facility Agreement, as applicable, by submitting to OTP Bank Plc. a irrevocable repayment notice (the "**Repayment Notice**") in the terms and conditions set forth in the Repayment Agreement;

(E) **INTRUCAT,** in conformitate cu Contractul de Rambursare incheiat de catre OTP Bank Plc si Vanzator la data de 23 noiembrie 2015 („**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 facilitatii acordate prin Contractul de Facilitate de Credit CHF si prin Contractul de Facilitate de Credit EUR, dupa cum este aplicabil, prin emiterea catre OTP Bank Plc a unei notificari de plata irevocabile („**Notificarea de Plata**") in termenii si conditiile stabilite in Contractul de Rambursare;

(F) **WHEREAS,** based on the conclusion of this Agreement, the Administration Agreement and Collection Agreement and the Agency and Assistance Agreement (as such terms are defined herein below) concluded in respect to specific duties for administration and collection, among others, of the CHF and EUR Retail Receivables and the Related Rights and Collaterals resulting from specific Bilateral Retail Loans denominated in CHF/EUR granted to the Assigned Debtors according to the relevant CHF /EUR Bilateral Retail Facility Agreements, are to be terminated in respect to CHF and EUR Retail Receivables and the Related Rights and Collaterals resulting from specific Bilateral Retail Loans denominated in CHF/EUR granted to the Assigned Debtors according to the relevant Bilateral Retail Facility Agreements and subject of the present CHF and EUR Retail Sale;

(F) **INTRUCAT,** in baza incheierii prezentului Contract atat Contractul de Administrare cat si Contractul de Colectare si Contractul de Agentie si Asistenta (astfel cum sunt definite mai jos), incheiate in legatura cu administrarea si colectarea, printre altele, a Creantelor CHF si EUR Retail si a oricaror si tuturor Drepturilor Asociate si a Garantiilor, rezultate din anumite Credite Bilaterale Retail denominate in CHF/EUR si acordate catre Debitorii Cedati in baza Contractelor Bilaterale de Credit Retail CHF/EUR, urmeaza a inceta in ceea ce priveste Creantele CHF and EUR Retail si Drepturile Asociate si Garantiile, rezultate din anumite Credite Bilaterale Retail denominate in CHF/EUR si acordate catre Debitorii Cedati in baza Contractelor Bilaterale de Credit Retail CHF/EUR si care fac obiectul prezentei Vanzari CHF and EUR Retail;

(G) **WHEREAS,** The CHF/EUR Bilateral Retail Loans object of the CHF and EUR Retail Sale under the present Agreement are identified within the Appendix 1 CHF si Appendix 1 EUR hereto,

(G) **INTRUCAT,** Creditele Bilaterale Retail CHF/EUR, obiect al Vanzarii CHF and EUR Retail conform prezentului Contract sunt identificate in Anexa 1 CHF si Anexa 1 EUR la Contract,

The Parties have agreed to conclude the present Agreement in accordance with the provisions of the article 1566 and further 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 shall have the following meanings:

Pentru scopurile prezentului Contract, termenii cu majuscula folositi in prezentul 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 OTP Bank Romania SA (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 CHF and EUR Receivables and any and all Related Rights and Collaterals resulting from specific Bilateral Retail Loans denominated in CHF/EUR granted to the Assigned Debtors according to the relevant Bilateral Retail Facility Agreements and subject of the present CHF and EUR Retail Sale;

**„Contractul de Administrare"** inseamna contractul guvernat de legea romana incheiat initial de catre Vanzator (ca Beneficiar) si OTP Bank Romania SA (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 Creantelor CHF si EUR si a oricaror si tuturor Drepturilor Asociate si a Garantiilor, rezultate din anumite Credite Bilaterale Retail denominate in CHF/EUR si acordate catre Debitorii Cedati in baza Contractelor Bilaterale de Credit Retail CHF /EUR si care fac obiectul prezentei Vanzari CHF and EUR Retail;

**"Agency and Assistance Agreement"** (hereunder called **"Agency Agreement"**) means the Agency and Assistance Agreements concluded between the Buyer and OTP Bank Plc. in relation to the CHF/EUR 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 OTP Bank Romania SA si OTP Bank Plc. in legatura cu Creditele Bilaterale Retail CHF/EUR, inainte de Data Transferului, dupa cum urmeaza:

- Agency and Assistance Agreement as of October 26, 2007 (applicable to Bilateral Retail Loans for staff);
- 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 26 octombrie 2007 (aplicabil Creditelor Bilaterale Retail acordate angajatilor)
- Contractul de Agentie si Asistenta din data de 30 martie 2007 (aplicabil Creditelor Bilaterale Retail acordate tertilor)

**"Assigned Debtors"** means any natural person having the capacity as a debtor, co-debtor, guarantor or mortgage guarantor under the terms of the CHF /EUR Bilateral Retail Loans and/or under any Collateral guarantee agreement, insurance policy or similar deed securing or enhancing the CHF and EUR Retail Receivables and any and all Related Rights to the benefit of the Seller;

**„Debitori Cedati"** inseamna orice persoana fizica avand calitate de debitor, co-debitor, fidejusor/girant ori garant ipotecar conform conditiilor Creditelor Bilaterale Retail CHF/EUR si/sau ale oricarui contract de garantie, polita de asigurare sau orice alt act similar securizand sau garantand Creantele CHF si EUR Retail si oricare si toate Drepturile Asociate in beneficiul Vanzatorului;

**"CHF/EUR Bilateral Retail Loan(s)"** consist of any CHF or EUR, as applicable, term and

**„Creditul(ele) Bilateral(e) Retail CHF/EUR"** (sau **„Credit(ele)"**) inseamna credit facility originated and initially granted by OTP Bank Romania SA 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:

- *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
- *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;

**"CHF/EUR Bilateral Retail Facility Agreements"** are any type of loan agreements concluded by OTP Bank Romania SA with the Assigned Debtors in relation to CHF/EUR Bilateral Retail Loans denominated in CHF or EUR, as applicable, 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, including any amendments or rescheduled amounts, as applicable;

**"CHF"** means the Swiss franc, respectively the official currency of Switzerland;

**"CHF and EUR Receivables" or the „Assets"** means all loan receivables which arisen from and/or attached to the CHF/EUR Bilateral Retail Loans and which represent binding obligations of the Assigned Debtors according to the relevant CHF/EUR Bilateral Retail Facility Agreements, including (i) the Remaining Principal all CHF/EUR Bilateral Retail Loans

orice imprumut si/sau facilitate de credit, denominata in CHF sau EUR, dupa caz, acordate de catre OTP Bank Romania SA catre Debitorii Cedati pe termen mediu si lung, care sunt garantate cu ipoteca pe proprietatile imobiliare ale Debitorilor Cedati sau ale garantilor acestora, dupa cum urmeaza:

- *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
- *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;

**„Contractele Bilaterale de Credite Retail CHF/EUR"** inseamna orice tip de contract de imprumut incheiat intre OTP Bank Romania SA si Debitorii Cedati in legatura cu Creditele Bilaterale Retail denominate in CHF sau EUR, dupa caz, 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, incluzand orice modificare sau rescadentare, dupa este aplicabil;

**„CHF"** inseamna francul elvetian, respectiv moneda oficiala a Elvetiei;

**„Creantele CHF si EUR" sau „Activele"** inseamna toate creantele care deriva din imprumuturi, nascute din si/sau asociate Creditelor Bilaterale Retail CHF/EUR si care reprezinta obligatii valabile ale Debitorilor Cedati potrivit Contractelor Bilaterale de Credit Retail CHF/EUR corespunzatoare, incluzand (i) Principalul nerambursat al

(ii) the Interests of all CHF/EUR Bilateral Retail Loans (iii) the Commissions corresponding to all CHF/EUR Bilateral Retail Loans and (iv) the Expenses corresponding to all CHF/EUR Bilateral Retail Loans (as such terms are defined and/or stipulated under the relevant CHF/EUR Bilateral Retail Facility Agreements or in this Agreement), together with any and all Related Rights and Collaterals;

tuturor Creditelor Bilaterale Retail CHF/EUR, (ii) Dobanzile Creditelor Bilaterale Retail CHF/EUR (iii) Comisioanele corespunzatoare tuturor Creditelor Bilaterale Retail CHF/EUR si (iv) Cheltuielile corespunzatoare tuturor Creditelor Bilaterale Retail CHF/EUR (asa acum sunt acesti termeni definiti si/sau prevazuti in Contractelele Bilaterale de Credit Retail CHF/EUR relevante sau in prezentul Contract), impreuna cu orice si toate Drepturile Asociate si Garantiile;

**"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 CHF/EUR Bilateral Retail Loans under the relevant CHF/EUR 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 Bilaterale Retail CHF/EUR prin Contractele Bilaterale de Credit Retail CHF/EUR, 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 OTP Bank Romania SA on May 8, 2009, as subsequently amended and restated under the uniformed version dated 27 November 2009;

**„Contractul de Colectare"** inseamna contractul guvernat de legea romana incheiat intre Vanzator si OTP Bank Romania in data de 8 mai 2009, astfel cum a fost modificat si completat prin versiunea unitara din 27 noiembrie 2009;

**"Commissions"** means any kind of charges resulting from and established according to the relevant CHF/EUR Bilateral Retail Facility Agreements, including any management fees, modification fees or other fees, current and overdue outstanding;

**„Comisioanele"** inseamna orice tip de costuri care rezulta din si sunt stabilite in conformitate cu Contractele Bilaterale de Credit Retail CHF/EUR, incluzand comisioane de administrare, comisioane de modificare sau orice alte comisioane, curente sau sume scadente;

**"Eligible Asset(s)"** means the Assets which cumulatively meet the Title Eligibility Criteria and the Transfer Eligibility Criteria at the Transfer Date, as follows:

**„Active Eligibile"** inseamna Activele care cumulativ indeplinesc la Data Transferului Criteriile de Eligibilitate privind Titlul si Criteriile de Eligibilitate privind Transferul, astfel:

- *Title Eligibility Criteria*:

(i) the Assets are payable by the Assigned Debtors and derived from CHF/EUR Bilateral Retail Facility Agreements;

(ii) the CHF/EUR Bilateral Retail Loans were originated according to the Romanian law;

(iii) the CHF/EUR Bilateral Retail Facility

- *Criterii de Eligibilitate privind Titlul*:

Activele sunt platibile de catre Debitorii Cedati si rezulta din Contractele Bilaterale de Credit Retail CHF/EUR;

Creditele Bilaterale Retail CHF/EUR au fost acordate in conformitate cu legea romana;

Contractele Bilaterale de Credit Retail

Agreements giving rise to the Assets are governed by the Romanian law;

CHF/EUR care au generat Activele sunt guvernate de legea romana;

(iv) the Assets are claims for the payment of money that is denominated in CHF or EUR, as applicable;

Activele reprezinta drepturi de a solicita la plata sume denominate in CHF sau EUR, dupa caz;

(v) the CHF Bilateral Retail Loans carry floating or fixed rate of Interest, according to the relevant CHF Bilateral Retail Facility Agreements;

Creditele Bilaterale Retail CHF/EUR au o rata a dobanzii fixa sau variabila, in conformitate cu Contractele Bilaterale de Credit Retail CHF/EUR relevante;

(vi) the CHF/EUR Bilateral Retail Loans are secured with one or more Collaterals;

Creditele Bilaterale Retail CHF/EUR sunt garantate cu una sau mai multe Garantii;

(vii) the CHF/EUR Bilateral Retail Loans are not revolving facilities;

Creditele Bilaterale Retail CHF/EUR nu sunt facilitati revolving;

(viii) the CHF/EUR Bilateral Retail Loans are not overdraft facilities;

Creditele Bilaterale Retail CHF/EUR nu reprezinta descoperiri de cont (facilitati overdraft);

(ix) the CHF/EUR Bilateral Retail Loans have been fully drawn by the Assigned Debtors;

Creditele Bilaterale Retail CHF/EUR 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 CHF/EUR Bilateral Retail Facility Agreements;

transferabilitatea Activelor nu este limitata sau exclusa de prevederile Contractelor Bilaterale de Credit Retail CHF/EUR relevante;

(xi) the CHF/EUR 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;

Contractele Bilaterale de Credit Retail CHF/EUR 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;

Activele nu sunt grevate de alte sarcini, cu exceptia Garantiilor;

(xiii) the Assets are not time-barred;

Activele 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;

(iv) the Assets are 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 Agreement;

(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;

(vi) the Assets do not violate any applicable laws or rules in the Dutch jurisdiction.

**"EUR"** means the euro, respectively the official currency of the majority of the European Union member states;

**"Execution Date"** means November 23, 2015, when this Agreement is duly executed by the Parties;

**"Expenses"** means with respect to an Asset any and all expenses, if any, including any costs, commissions or other payments resulting from and established according to the CHF/EUR Bilateral Retail Loan Agreement, current and overdue outstanding;

**"Interests"** means any interests of each CHF/EUR Bilateral Retail Loan applicable according to the CHF/EUR Bilateral Facility Agreement, including: (i) the current interest to be paid according to the repayment schedule established for each CHF/EUR Bilateral Retail Loan, (ii) overdue and outstanding interest of the CHF/EUR Bilateral Retail Loan, if any (that interest which is due and unpaid by the relevant Assigned Debtor at the Transfer Date) and (iii) the penalty interest of the CHF/EUR Bilateral Retail Loan, if applicable, as such interests are

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) Activele nu sunt 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 Contractul de Ipoteca Mobiliara;

(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) Activele nu incalca legislatia sau regulile aplicabile in jurisdictia olandeza.

**„EUR"** inseamna euro, respectiv moneda oficiala a majoritatii statelor membre ale Uniunii Europene;

**„Data Semnarii"** inseamna data de 23 noiembrie 2015, data la care prezentul Contract este incheiat in mod valabil de catre Parti;

**„Cheltuieli"** inseamna, in ceea ce priveste un Activ, oricare si toate cheltuielile, incluzand orice costuri, comisioane sau alte plati realizate in legatura cu si stabilite in conformitate cu Contractele Bilaterale de Credit Retail CHF/EUR relevante, curente sau sume scadente;

**„Dobanzi"** inseamna orice dobanzi aplicabile Creditelor Bilaterale Retail CHF/EUR stabilite in conformitate cu Contractele Bilaterale de Credit Retail CHF/EUR relevante, incluzand: (i) dobanda curenta datorata conform graficului de rambursare stabilit pentru fiecare Credit Bilateral Retail CHF/EUR, (ii) dobanda restanta a Creditului Bilateral Retail CHF/EUR, daca este aplicabil, (acea dobanda care este scadenta si neplatita la Data Transferului de catre Debitorul Cedat relevant) si (iii) dobanda penalizatoare a calculated at the Transfer Date and listed in the Appendix 1 CHF and Appendix 1 EUR;

Creditului Bilateral Retail CHF/EUR, dupa cum este aplicabil, asa cum aceste dobanzi sunt calculate la Data Transferului si indicate in Anexa 1 CHF si Anexa 1 EUR;

**"Remaining Principal"** – means the principal amount of each CHF/EUR Bilateral Retail Loan not reimbursed at the Transfer Date and which is to be paid according to the reimbursement schedule (rescheduled amounts or not, as applicable), comprising of the original principal amount advanced to an Assigned Debtor pursuant to the relevant CHF/EUR Bilateral Retail Facility Agreement minus any repayments, scheduled or not, paid *bona fide*, from such amount, as calculated at the Transfer Date and listed in the Appendix 1 CHF and Appendix 1 EUR;

**„Principalul Nerambursat"** inseamna principalul nerambursat al fiecarui Credit Bilateral Retail CHF/EUR la Data Transferului, si care urmeaza a fi platita conform graficului de rambursare (rescadentat sau nu, dupa cum este aplicabil), format din suma principala acordata unui Debitor Cedat potrivit Contractului Bilateral de Credit Retail CHF/EUR relevant minus orice rambursare din aceasta suma, planificata sau nu, platita cu buna credinta, asa cum acesta este calculat la Data Transferului si indicat in Anexa 1 CHF si Anexa 1 EUR;

**"Related Rights"** means all present and future rights of claim, proceeds and receivables of the Seller attached to the C CHF/EUR HF Bilateral Retail Loans, arising out of or in connection with all the CHF/EUR Bilateral Retail 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 thereto;

**„Drepturile Asociate"** inseamna toate drepturile de recuperare, veniturile si creantele, prezente si viitoare, ale Vanzatorului, asociate Creditelor Bilaterale Retail CHF/EUR, nascute sau avand legatura cu Creditele Bilaterale Retail CHF/EUR, precum si toate drepturile de recuperare, veniturile si creantele, prezente si 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 263,352,661.98**(CHF twohundredsixtythree million threehundredfiftytwo thousands sixhundredsixtyone and ninetyeight cents) for the transferred Assets identified in the **Appendix 1 CHF**, and with **EUR 45,924,601.81** (EUR fourtyfive million ninehundred twentyfourthousands sixhundredandone andeightyone cents) for the transferred Assets identified in the **Appendix 1 EUR**.. 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 CHF and Appendix 1 EUR to this Agreement.

The Sale Price for each of the Asset is determined as a price quotation representing the percentage determined based on the information registered on the reference date as of September 30, 2015 of the Assets subject to present CHF

**„Pretul Vanzarii"** inseamna suma totala agreata de catre Vanzator si Cumparator ca pret al vanzarii Activelor si este egal cu suma totala de **263.352.661,98 CHF** (douasutesaizecisitrei milioane treisutecincizecisidouamii sasesutesaizecisiunu CHF si nouazecisiopt centi) pentru Activele transferate si identificate in **Anexa 1 CHF** si cu suma de **45.924.601,81 EUR (patruzecisicinci milioane nouasutedouazecisipatru mii sasesuteunu EUR si optzecisiunu centi)** pentru Activele transferate si identificate in **Anexa 1 EUR**. 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 CHF si Anexa 1 EUR la prezentul Contract.

Pretul Vanzarii pentru fiecare Activ este determinat ca cotatie procentuala de pret calculata in baza informatiilor inregistrate la and EUR Retail Sale and according to pricing methodology agreed by the Parties, price quotation which is to be applied to the aggregate value of each of the CHF Receivable and EUR Receivable as of Transfer Date.

data de referinta de 30 septembrie 2015 privind Activele obiect al prezentei Vanzari Retail CHF si EUR si conform metodologiei de pret stabilita intre Parti, cotatie procentuala care va aplicata la valoarea totala a fiecarei Creante CHF si Creante EUR determinata la Data Transferului.

**"CHF/EUR Bilateral Retail Loans"** means the portfolio of Bilateral Retail Loans denominated in CHF or EUR, which were originated by OTP Bank Romania SA to certain Assigned Debtors under the CHF/EUR Bilateral Retail Facility Agreements identified in the Appendix 1 CHF and Appendix 1 EUR to this Agreement;

**„Creditele Bilaterale Retail CHF/EUR"** inseamna un portofoliu de Credite Bilaterale Retail denominate in CHF sau EUR, care au fost originate de catre OTP Bank Romania SA anumitor Debitori Cedati potrivit Contractelor Bilaterale de Credit Retail CHF/EUR identificate in Anexa 1 CHF si Anexa 1 EUR la prezentul Contract;

**"Seller's Account"** means the Seller's account opened

(i) in CHF with OTP Bank Plc. under no. HU11117820077225715700000000, account into which the Buyer shall pay the Sale Price to the Seller for the transferred Assets identified in the Appendix 1 CHF, and

(ii) in EUR with OTP Bank Plc sub numarul HU46117820072225715200000000, account into which the Buyer shall pay the Sale Price to the Seller for the transferred Asset identified in the Appendix 1 EUR,

under the terms and conditions of this Agreement;

**„Contul Vanzatorului"** inseamna contul in CHF al Vanzatorului deschis in

(i) CHF la OTP Bank Plc sub numarul HU11117820077225715700000000, contul in care Cumparatorul va plati Vanzatorului Pretul Vanzarii pentru Activele transferate si identificate in Anexa 1 CHF, si

(ii) in Euro la OTP Bank Plc sub numarul HU46117820072225715200000000, contul in care Cumparatorul va plati Vanzatorului Pretul Vanzarii pentru Activului transferat si identificat in Anexa 1 EUR,

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 November 23, 2015.

**„Data Transferului"** inseamna data la care are loc transferul dreptului de proprietate asupra Activelor. In scopul prezentului contract, Data Transferului este 23 noiembrie 2015.

## 2 SALE OF THE ASSETS

The object of this Agreement is the assignment by the Seller and the taking over by the Buyer of the Assets corresponding to the CHF/EUR Bilateral Retail Loans listed in the Appendix 1 CHF and Appendix 1 EUR to this Agreement, owned by the Seller against the Assigned Debtors, together with any and all obligations and rights stipulated in the related CHF/EUR Bilateral Retail Facility Agreements, and toghether with any and all Related Rights and

## 2 VANZAREA ACTIVELOR

Obiectul prezentului Contract il reprezinta vanzarea de catre Vanzator si achizitionarea de catre Cumparator a Activelor corespunzatoare Creditelor Bilaterale Retail CHF sau EUR indicate in Anexa 1 CHF si Anexa 1 EUR a prezentului Contract, detinute de catre Vanzator impotriva Debitorilor Cedati, impreuna cu orice si toate drepturile si obligatiile stipulate in Contractele Bilaterale de Credit Retail CHF/EUR, si impreuna cu oricare si toate Drepturile Asociate si

Collaterals. Therefore:

Garantiile atasate. Prin urmare:

**2.1** The Seller hereby irrevocably sells to the Buyer the Assets corresponding to the CHF Bilateral Retail Loans listed in the Appendix 1 CHF and Appendix 1 EUR to this Agreement, including the CHF and EUR Receivables and Related Rights and Collaterals attached thereto, representing the portfolio of a number of **1,864** (one thousandeighthundred sixtyfour) CHF Bilateral Retail Loans and a number of **8,194** (eightthousandonehundredninetyfour) EUR Bilateral Retail Loans, provided that all Assets are Eligible Assets.

**2.1** Vanzatorul transfera in mod irevocabil catre Cumparator Activele corespunzatoare Creditelor Bilaterale Retail CHF/EUR indicate in Anexa 1 CHF si Anexa 1 EUR a prezentului Contract, incluzand Creantele CHF si EUR Retail si Drepturile Asociate si Garantiile atasate acestora, reprezentand un portofoliu de **1.864** (unamieoptsutesaizecisipatru) Credite Bilaterale CHF Retail si portofoliu de **8.194** (optmiiunasutanouazecisipatru) Credite Bilaterale EUR Retail, cu conditia ca toate Activele sunt Active Eligibile.

**2.2** The Buyer hereby irrevocably buys the CHF Retail Assets, including the CHF and EUR Retail Receivables and and Related Rights and Collaterals attached thereto, provided that all Assets are Eligible Assets.

**2.2** Cumparatorul achizitioneaza in mod irevocabil Activele, incluzand Creantele CHF si EUR Retail impreuna cu Drepturile Asociate si Garantiile atasate acestora, cu conditia ca toate Activele sunt Active Eligibile.

**2.3** 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, with all risks and benefits attached thereto, being subrogated in all rights and obligations of the creditor derived from the CHF/EUR Bilateral Retail Facility Agreements.

**2.3** 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, cu toate riscurile si beneficiile atasate, subrogandu-se in toate drepturile si obligatiile Vanzatorului nascute din Contractele Bilaterale de Credit Retail CHF/EUR .

## 3 SALE PRICE

## 3 PRETUL VANZARII

**3.1** The Parties agree and confirm that the Sale Price is determined as being at market value of the Assets. The Buyer shall pay the Sale Price on the Seller's Account before 17.00 hours CET on the Transfer Date.

**3.1** Partile agreeaza si confirma faptul ca Pretul Vanzarii este determinat la valoarea de piata a Activelor. Cumparatorul va credita Pretul Vanzarii in Contul Vanzatorului la Data Transferului, inainte de ora 17.00 CET.

**3.2** The Sale Price is net of any applicable taxes, fees and other withholdings. The Sale Price is determined without any related value added tax (VAT), if applicable.

**3.2** Pretul Vanzarii este considerat net de orice impozite, taxe sau alte retineri. Pretul este Vanzarii determinat fara a include taxa pe valoarea adaugata (TVA), in cazul in care aceasta este aplicabila.

**3.3** Simultaneously with the payment of the Sale Price, the Buyer shall inform the Seller in writing of such payment, in order to allow the Seller to issue the Repayment Notice in due time.

**3.3** 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 CHF and EUR Retail Receivables and the Related Rights and 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 and all legal risks attached to pending or future claims of the Assigned Debtors against the title of the Assets and which may partially or entirely alter the validity of the title of the Assets, including the period when the Seller was the owner of the Assets, and all legal risks attached to any other pending or future claims of the Assets or against the Seller in respect to the Assets, including the period when the Seller was the owner of the Assets, shall be transferred to the Buyer, including but not limited to:

(i) risk of non-payment or delayed payment;

(ii) risk of no realization or partial realization of the Collaterals;

(iii) risk of insolvency of the Assigned Debtors;

(iv) FX market risk, if any.

**4.2** The Buyer unconditionally and irrevocably accepts liability for the CHF and EUR Retail Sale, pursuant to article 4.1 above, 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.

**4.3** The Buyer agrees to continue to take up and take care of the defense in each and any pending or future lawsuit or claim commenced or pending against the Seller (and or its current, future and former managing directors) relating to the Assets, as well as similar assets originated by the Buyer and which were previously transferred by the Seller to other OTP Group entities, as well as similar assets originated by the Buyer and which have been previously settled on the account of the Seller, the Buyer bearing any and all costs in connection therewith, including but not limited to costs of defense and any other costs resulting



**4.1** Activele, incluzand Creantele CHF si EUR Retail si Drepturile Asociate si Garantiile atasate acestora, vor fi transferate de la Vanzator catre Cumparator la Data Transferului, fara drept de regres, toate riscurile economice asociate acestor Active si toate riscurile juridice aferente actiunilor in pretentii existente ori viitoare formulate de catre Debitorii Cedati a valabilitatii titlului acestor Active si care pot afecta partial sau integral valabilitatea titlului, incluzand perioada in care Vanzatorul a fost titularul acestor Active, si toate riscurile juridice aferente actiunilor in pretentii existente ori viitoare formulate in legatura cu Activele sau impotriva Vanzatorului, in legatura cu Activele, incluzand perioada in care Vanzatorul a fost titularul acestor Active, fiind transferate catre Cumparator, incluzand dar fara a se limita la:

(i) riscul de neplata sau de plata cu intarziere;

(ii) riscul de ne-executare sau de executare partiala a Garantiilor;

(iii) riscul privind insolvabilitatea Debitorilor Cedati;

(iv) riscul valutar, daca este cazul.

**4.2** Cumparatorul accepta in mod neconditionat si irevocabil raspunderea pentru Vanzarea CHF and EUR Retail, conform art. 4.1 de mai sus, 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.

**4.3** Cumparatorul se angajeaza sa continue, sa preia si sa pregateasca apararea in orice si toate actiunile in pretentii si contestatiile existente sau viitoare formulate impotriva Vanzatorului (sau impotriva actualilor, viitorilor si fostilor administratori) in legatura cu Activele, precum si in legatura cu activele similare originate de catre Cumparator si care au facut obiectul transferurilor anterioare de la Vanzator catre alte entitati din Grupul OTP, precum si in legatura cu activele similare originate de catre Cumparator si care au fost inchise anterior pe bilantul Vanzatorului, orice si from the final settlement of the lawsuit or claim.

toate costurile legate de acestea, incluzand fara a se limita la costurile privind apararea si orice alte costuri rezultate in baza solutionarii finale a actiunilor in pretentii sau contestatiilor, fiind in sarcina Cumparatorului.

4.4 The Buyer will have the effective control over the CHF and EUR Retail Receivables and the Related Rights and Collaterals attached thereto as of the Transfer Date.

4.4 Vanzatorul va retrage controlul efectiv asupra Creantelor CHF si EUR Retail si Drepturilor Asociate si Garantiilor atasate acestora la Data Transferului.

4.5 The Administration Agreement and Collection Agreement is deemed as terminated and with no further legal effect subject to conclusion of this Agreement, as of the Transfer Date and a similar assignment agreement, at the same date, in respect of all other loan receivables currently owned by the Seller.

4.5 Contractul de Administrare si Contractul de Colectare sunt considerate incetate si nu mai produc efecte juridice, urmare a incheierii prezentului Contract, la Data Transferului si a unui contract similar, la aceeasi data, referitor la toate creantele bancare detinute in acest moment de catre Vanzator.

4.6 The CHF Retail Receivables Pledge Agreement and the EUR Retail Receivables Pledge Agreement shall be considered terminated and with no further effect subject to conclusion of this Agreement and following of the Deed of Release issued by OTP Bank Plc., according to article 5.5 B) of the present Agreement.

4.6 Contractul de Ipoteca CHF Retail si Contractul de Ipoteca EUR Retail vor fi considerate incetate si nu mai produc efecte juridice, urmare a incheierii prezentului Contract si a Declaratiei de Eliberare emisa de catre OTP Bank Plc conform articolului 5.5 B) din prezentul Contract.

## 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 the Buyer, to the best of its knowledge, that as of the Transfer Date:

Vanzatorul declara si garanteaza prin prezentul Contract Cumparatorului, in deplina cunostinta de cauza ca, la Data Transferului:

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;

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 accordance with their terms;

(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 conformitate cu termenii lor;

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

(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 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;

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 and EUR 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 si EUR 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 are Eligible Assets.

(vii) Activele sunt Activele Eligibile.

(viii) 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 CHF and EUR Retail Receivables and related Collaterals had been granted in favor of OTP Bank Plc, who has expressly waived such interdiction according to Consent Notice dated November 23, 2015, attached to this Agreement as the Appendix 2;

(viii) 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 CHF si EUR Retail si a Garantiilor a fost stabilita in favoarea OTP Bank Plc, care a renuntat expres la aceasta interdictie potrivit Adresei de Incuviintare din data de 23 noiembrie 2015, atasata ca Anexa 2 la prezentul Contract;

(ix) 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;

(ix) 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;

**5.2 Payments after the Transfer Date**

Any payment which will be made by or on behalf of any Assigned Debtor in relation to the

**5.2 Platile dupa Data Transferului**

Orice plata care va fi efectuata de catre sau in numele oricarui Debitor Cedat in legatura cu

CHF and EUR Retail Receivables after the Transfer Date, including as a result of a forced execution procedure, will be due to the Buyer.

Creantele CHF si EUR Retail dupa Data Transferului, inclusiv ca urmare a unei proceduri de executare silita, va fi datorata Cumparatorului.

**5.3 Taking over the original documents**

The Seller undertakes to hand over any the original titles of the CHF and EUR Retail Receivables (the relevant CHF/EUR 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 CHF/EUR Bilateral Retail Facility Agreements, the Collaterals documents, including the mortgage and guarantor agreements, as applicable and if such documents were not held by the Buyer in custody for the Seller.

**5.3 Preluarea documentelor originale**

(13) Vanzatorul se angajeaza sa furnizeze Cumparatorului orice titlu original ale Creantelor CHF si EUR Retail (Contractele Bilaterale de Credit Retail CHF/EUR), 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 Credit Retail CHF/EUR, documentele privind Garantiile, incluzand contractele de ipoteca si cele privind contractele de fideiusiune /garantie, dupa cum este aplicabil si daca aceste documente nu au fost pastrate de Cumparator in custodie pentru Vanzator.

**5.4 Notification of the Assigned Debtors. Other notifications**

The Seller undertakes to notify the Assigned Debtors regarding the CHF and EUR Retail Sale performed under this Agreement, by empowering and authorizing the Buyer to sent such notification in the name of the Seller, according to applicable legal provisions, informing about the assignment and that all further payments in relation to the CHF and EUR Retail 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.

**5.4 Notificarea Debitorilor Cedati. Alte notificari**

(i) Vanzatorul se angajeaza sa notifice Debitorii Cedati cu privire la Vanzarea Retail CHF si EURO realizata prin prezentul Contract, prin imputernicirea si autorizarea Cumparatorului pentru a efectua aceasta notificare in numele Vanzatorului conform cerintelor legale aplicabile, informand despre cesiunii si ca toate platile viitoare in legatura cu Creantele CHF si EUR Retail, 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.

**5.5 Representations, Warranties and Covenants of the Buyer**

(A) The Buyer hereby represents and warrants to the Seller, to the best of its knowledge, that as of the Transfer Date:

(i) the Buyer is and will continue to be a legal entity duly incorporated and validly existing under the laws of Romania with all requisite power and

**5.5 Declaratiile, Garantiile si Angajamentele Cumparatorului**

(A) Cumparatorul declara si garanteaza prin prezentul Contract Vanzatorului, in deplina cunostinta de cauza, ca la Data Transferului:

(i) Cumparatorul este si va continua sa fie o persoana juridica organizata si functionand in mod legal potrivit legislatiei din Romania,

| | | | |
|---|---|---|---|
| | authority in relation to its property and assets and to conduct the business in which it is engaged or proposes to engage; | | 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; | (i) | 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; |
| (ii) | 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 and EUR Retail Sale contemplated hereby and 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; | (v) | nici semnarea si remiterea acestui Contract de catre Cumparator, nici finalizarea Vanzarii CHF si EUR Retail avute in vedere prin prezentul Contract, nu contravin (a) niciunui tratat, legi sau 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; |
| (vi) | all internal authorizations and consents necessary for the signing and performance of this Agreement have been obtained and are in full force and effect; | (vii) | 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; |
| (viii) | its representatives have full power and authority to sign and perform this Agreement. | (ix) | reprezentantii sai au putere si autoritate deplina sa semneze si sa execute prezentul Contract. |
| | **Encumbrance over the Assets** | (B) | **Sarcina asupra Activelor** |
| | The Buyer acknowledges that the Assets are pledged in favor of OTP Bank Plc. according to the CHF Retail Receivables Pledge Agreement or EUR Retail Receivables Pledge Agreement, and agrees to purchase such Assets as they are currently pledged, paying the Sale Price according to Section 3 from above, and hereby | | Cumparatorul intelege ca Activele sunt garantate in favoarea OTP Bank Plc. in conformitate cu Contractul de Garantie Reala Mobiliara CHF Retail sau Contractul de Garantie Reala Mobiliara EUR Retail si este de acord sa cumpere aceste Active asa cum sunt acestea gajate in prezent, platind Pretul |

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.

de Vanzare in conformitate cu Sectiunea 3 de mai sus si accepta ca 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

**6.1** 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 CHF/EUR 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.

**6.2** 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 CONFIDENTIALITATE

**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 Contractele Bilaterale de Credite Retail CHF/EUR, 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** 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.

**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.

**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 CHF and EUR Receivables, after the Transfer Date, shall be transfered back to the Seller.

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 CHF si EUR vor fi returnate Vanzatorului.

## 8 MISCELLANEOUS

## 8 DIVERSE

### 8.1 Notices and communications

Any notification required or permited under this Agreement would be made in wriiting and shall be considered efectively comunicated if personally had-over or transmited by fax to the other Party, to the following adresees, being acknowledged that any notification by fax shall be considered effectively communicated at the receipt:

### 8.1 Notificari si Comunicari

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:

For the Seller / Pentru Vanzator:

**OTP Financing Solutions B.V.**

| | |
|---|---|
| Address/Adresa: | Prins Bernhardplein 200, 1097 JB Amsterdam, The Netherlands, Amsterdam, the Netherlands |
| Fax: | +31 (0)20 521 4888 |
| Tel: | +31 (0)20 521 4777 |
| Attention/In atentia: | Managing Director / Director General<br>Intertrust Management B.V. |
| Fax: | +31 (0)20 521 4888 |
| Tel: | +31 (0)20 521 4777 |

For the Buyer / Pentru Cumparator:

**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 Party in accordance with this Section 8.

sau la acele adrese sau numere de fax pe care Partea relevanta le notifica celeilalte Parti in 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**

This Agreement shall be binding upon, and inure for the benefit of the Parties and their respective successors and permitted assigns.

**8.3 Cesionare**

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**

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.

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

**8.4 Renuntare**

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.

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 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.

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**

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.

**8.5 Autonomia prevederilor**

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**

Any changes of or supplements to this Agreement or to any Appendix hereto shall be valid only if in written form.

Any Appendix, including for avoiding of doubts the Appendix 1 CHF and Appendix 1 EUR, the Appendix 2 and the Appendix 3 to this Agreement, will be, at the Execution Date, integrant parts of this Agreement.

**8.6 Modificari**

Orice modificari sau adaugiri la prezentul Contract sau la vreo Anexa a acestuia vor fi valabile numai daca au fost realizate in forma scrisa.

Orice Anexa, incluzand, pentru evitarea oricarui dubiu, Anexa 1 CHF si Anexa 1 EUR, Anexa 2 si Anexa 3 la prezentul Contract, vor fi, la Data Semnarii, parti integrante ale prezentului Contract.

**8.7 Language**

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.

**8.7 Limba**

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**

This Agreement shall become effective on the Execution Date.

**8.8 Intrare in vigoare**

Prezentul Contract va intra in vigoare la Data Semnarii.

**8.9 No Set-off**

Except as otherwise expressly provided herein, all payments to or by the Buyer hereunder shall be made without set-off, counterclaim or other reduction.

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

**8.9 Lipsa dreptului de compensare**

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.

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 herein.

conformitate cu prevederile legii, din suma respectiva stipulata in prezentul Contract.

**8.10 Governing Law**

This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of Romania.

**8.10 Legea Aplicabila**

Prezentul Contract va fi guvernat, interpretat si executat conform legilor din Romania.

**8.11 Dispute Resolution**

Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its execution, existence, 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.

**8.11 Solutionarea Litigiilor**

Orice litigiu, disputa sau pretentie decurgand din sau in legatura cu prezentul Contract, inclusiv orice diferend cu privire la 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.

**IN WITNESS WHEREOF** this Agreement has been signed by the Parties hereto in two (2) 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 doua (2) exemplare originale in limba engleza si romana, la Data Semnarii.

73371 P3

| | |
|---|---|
| ***CHF AND EUR RETAIL ASSIGNMENT AGREEMENT*** | ***CONTRACT DE CESIUNE CHF SI EUR RETAIL*** |
| ***DATED 23 OF NOVEMBER 2015*** | ***DIN 23 NOIEMBRIE 2015*** |
| ***SIGNATORY PAGE*** | ***PAGINA SEMNATURI*** |

**Seller / Vanzator:**

**OTP Financing Solutions B.V.**

By/Prin:

Name: Mr. Balázs Létay

Title: Managing Director A

By/Prin Intertrust Management B.V. as Managing Director B represented by / reprezentat prin:

By/Prin:

Name/Title: R.M.M. de Groot
Proxy Holder

and/si

By/Prin:

Name/Title: S.M. al-Hamami
Proxyholder

**Buyer / Cumparator:**

**OTP Bank Romania S.A.**

By/Prin:

Name/Nume: Mr. Gáldi György

Title/Functie: Deputy CEO, Lending & Risk Management Division

OTP BANK ROMÂNIA S.A.
Administrația Centrală
6
Director General Adjunct

By/Prin:

Name/Nume: Mr. Dragos Mirica

Title/Functie: Deputy CEO