

**SHARES' ASSIGNMENT AGREEMENT**

No. \_\_\_\_\_ dated \_\_\_\_\_

Signed today \_\_\_\_\_ between :

**Company** \_\_\_\_\_

Having \_\_\_\_\_ its \_\_\_\_\_ registered \_\_\_\_\_ office \_\_\_\_\_, registered at the Trade Register Office \_\_\_\_\_ with no. \_\_\_\_\_ Tax Identification Number \_\_\_\_\_, duly represented by \_\_\_\_\_, acting as \_\_\_\_\_; acting as **ASSIGNOR**

And

**BANCA TRANSILVANIA S.A.**, having its registered office in Cluj-Napoca, George Baritiu street, no. 8, Cluj County, registered at the Trade Register Office Cluj with no. J 12/4155/1993, Tax Identification Number 5022670, duly represented by \_\_\_\_\_, acting as **ASSIGNEE**,

1.1. The assignor assigns to the assignee all present and future rights related to the level of holdings, according to the Company's Shareholders Register, respectively all the shares held by the Assignor at BANCPOST S.A., having a nominal value of RON 0,32/ share.

1.2. The agreed price by the parties is **RON 0,2848/share**, and will be paid in RON.

1.3. After determining the price, according to the previous point, the total value of the transaction is determined using the following formula: RON 0, 2848 x \_\_\_\_\_ (**to be filled in: the total number of shares held**), representing the transaction's value to be paid in full by the Assignee within maximum 10 working days from the date of registration of this agreement together with the documents indicated in the purchase offer, at the BANCA TRANSILVANIA S.A.'s Registry. The assignor is liable to pay any fiscal or other type of obligation, established by the law to be on their behalf, following the acceptance of the offer, as an Assignor, the Assignee not having the obligation to withhold or impute in any regard, the amounts owed by the Assignor.

1.4. The transfer of the ownership right towards the shares is to be realized by registering the assignment in the Company's Shareholders Register, based on this present assignment agreement and the attached assignment statement. By signing this present agreement, the Assignor empowers the Assignee to represent the Assignor in the relation with Bancpost SA, for the purpose of registration in the Shareholders' Registry of Bancpost SA in accordance with and under the provisions of this agreement, Banca Transilvania, through its legal and / or conventional representatives, having also the right to sign the Shareholders' Registry accordingly. The documents undertaken by the Assignee on behalf of the Assignor are opposable to the latter, to the extent they are within the limits or are necessary in order to carry out the present mandate.

1.5. With the assignment of the shares, the Assignee benefits from all present and future rights and obligations laid down in the Articles of Incorporation. By signing this Assignment Agreement, the Assignor declares that it ceases any right that might arise from the ownership of the shares, including, but not limited to the dividend right, the right to vote in the General Shareholders' Meetings (GSM) of Bancpost, the right to appeal against the Bancpost GSM's decisions, etc.

1.6. In the case of not fulfilling the requirement regarding the payment of the price or the transfer of the shares' ownership right, the agreement is terminated fully in accordance with the law, the parties being restored to their previous situation.

1.7. The price shall be paid into the Assignor's account no. \_\_\_\_\_ opened with the Bank \_\_\_\_\_ SA Branch \_\_\_\_\_. The price shall be paid in accordance with the provisions laid down in Article 1.3.

*Annex no. 2*

**This present agreement is completed by the *Public Offer Announcement addressed to the Bancpost's Shareholders (Address no. 166365/20.04.2018)*, with *Presentation of Bancpost's shares acquisition*, as well as by the *Statement regarding the shares' assignment*.**

This present agreement was signed in 3 (three) counterparts, one for each party and one for Bancpost S.A.

**THE ASSIGNOR**

\_\_\_\_\_

**THE ASSIGNEE  
BANCA TRANSILVANIA S.A.**

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