



## QIB Certification Form

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**Client:** OTP Bank

**DR number:** 920562618

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| <b>Administrator:</b> Slawomir Soltowski |
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| <b>Region:</b> EEMEA |
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| <b>DR Type:</b>         | Reg S            |
| <b>DR Description:</b>  | OTP BANK - REG S |
| <b>CUSIP:</b>           | X60746116        |
| <b>ISIN:</b>            | USX607461166     |
| <b>Underlying ISIN:</b> | HU0000061726     |

SCHEDULE 3

PART A

Certificate and agreement of persons acquiring Regulation S GDRs upon deposit of Shares pursuant to Condition 1 and Clause 3(C) of the Deposit Agreement

[Date]

The Bank of New York, as Depositary  
101 Barclay Street  
New York  
New York 10286

Dear Sirs

ORSZÁGOS TAKARÉKPÉNZTÁR ÉS KERESKEDELMI BANK RT.

OTD  
Reference is hereby made to the Deposit Agreement, dated 14 July 1995 as amended by an amendment agreement dated 4 November 1997 (hereinafter together referred to as the "Deposit Agreement") between and Országos Takarékpénztár És Kereskedelmi Bank Rt. (the "Company") and The Bank of New York, as Depositary, with respect to Global Depositary Receipts ("GDRs") issued thereunder. Capitalised terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

1. This certification and agreement is furnished in connection with the deposit of Shares in the Regulation S Facility and issuance of Regulation S GDRs pursuant to Condition 1 and Clause 4(A) of the Deposit Agreement.
2. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the GDRs and the Shares represented thereby have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Act").
3. We certify that either:
  - (a) we are, or at the time the Shares are deposited and at the time the Regulation S GDRs are issued, we will be, the beneficial owner of the Shares and of such Regulation S GDRs; and (i) we are not a U.S person (as defined in Regulation S under the Act) and are located outside the United States (within the meaning of Regulation S under the Act) and we have acquired, or have agreed to acquire and will have acquired, the Shares to be deposited outside the United States (within the meaning of Regulation S under the Act), (ii) we are not an affiliate of the Company or a person acting on behalf of such an affiliate, and (iii) we are not in the business of buying and selling securities or, if it is in such business, we did not acquire the securities to be deposited

from the Company or any affiliate thereof in the initial distribution of Regulation S GDRs and Shares.

OR

- (b) we are a broker-dealer acting on behalf of such customer; our customer has confirmed to us that it is, or at the time the Shares are deposited and at the time the GDRs are issued it will be, the beneficial owner of the Shares and of the Regulation S GDRs, and (i) it is not a U.S. person (as defined in Regulation S under the Act) and it is located outside the United States (within the meaning of Regulation S under the Act) and acquired, or has agreed to acquire and will have acquired, the Shares to be deposited outside the United States (within the meaning of Regulation S under the Act), (ii) it is not an affiliate of the Company or a person acting on behalf of such an affiliate, and (iii) it is not in the business of buying and selling securities, or, if it is in such business, it did not acquire the securities to be deposited from the Company or any affiliate thereof in the initial distribution of the GDRs and Shares.
4. We agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that prior to the expiration of 40 days after such later of the commencement of the Institutional Offering of GDRs and the issue date of such GDRs (as defined in the Deposit Agreement) (the "Restricted Period") neither we (or it) will offer, sell, pledge or otherwise transfer the GDRs or the Shares represented thereby except (A) to a person whom we and anyone acting on our behalf reasonably believe (or it and anyone acting on its behalf reasonably believes) is a qualified institutional buyer within the meaning of Rule 144A under the Act ("Rule 144A") purchasing for its own account or for the account of a qualified institutional buyer in a transaction meeting the requirements of Rule 144A, or (B) in an offshore transaction in accordance with Regulation S under the Act, in either case in accordance with any applicable securities laws of any state of the United States. We further agree (or if we are a broker-dealer, our customer has confirmed to us that it agrees) that if we sell or otherwise transfer (or it sells or otherwise transfers) the Regulation S GDRs referred to above or the Shares represented thereby in accordance with clause (A) above prior to the expiration of the Restricted Period we (or our customer) will, prior to settlement of such sale, cause such Shares to be withdrawn in accordance with the terms and conditions of the Deposit Agreement and instruct that such Shares be delivered to the Custodian under the Deposit Agreement for deposit in the 144A Facility (as defined in the Deposit Agreement) and that Rule 144A GDRs represented by the Rule 144A Master GDR be issued, upon receipt of the proper certification on behalf of the purchaser and otherwise in accordance with the terms and conditions of the Deposit Agreement, or to or for the account of such qualified institutional buyers.
5. We further certify that:
- (a) At the time of issue of the GDRs referred to above, we will be the beneficial owner of the GDRs; we do not and, as a result of such issue of GDRs, we will not beneficially own GDRs and/or shares in the Company which would represent more than 5 per cent. (or any other applicable limit imposed from time to time by Hungarian law, Hungarian Government resolution or the Company's Articles of Association) of the share capital of the Company or of the votes attributable to all the shares in the Company.

OR

- (b) We are a broker-dealer acting for the account of our customer; our customer has confirmed to us that it does not and, at the time of issue of the GDRs referred to above, it will not beneficially own GDRs and/or shares in the Company which would represent more than 5 per cent. (or any other applicable limited imposed from time to time by Hungarian law, Hungarian Government resolution or the Company's Articles of Association) of the share capital of the Company or of the votes attributable to all the shares in the Company.

Very truly yours,

[NAME OF CERTIFYING ENTITY]

[By:

Title: ]

## SCHEDULE 3

### PART B

**Certificate and agreement of persons receiving Deposited Property represented by Regulation S GDRs upon withdrawal during the Restricted Period pursuant to Condition 1 of the GDRs and Clause 3(E) of the Deposit Agreement**

[Date]

The Bank of New York, as Depositary  
101 Barclay Street  
New York  
New York 10286

Dear Sirs

**ORSZÁGOS TAKARÉKPÉNZTÁR ÉS KERESKEDELMI BANK RT.**

Reference is hereby made to the Deposit Agreement dated 14 July 1995 as amended by an amendment agreement dated 4 November 1997 (hereinafter together referred to as the "Deposit Agreement"), between Országos Takarékpénztár És Kereskedelmi Bank Rt. (the "Company") and The Bank of New York, as Depositary, with respect to Regulation S Global Depositary Receipts ("Regulation S GDRs") issued thereunder pursuant to the Institutional Offering. Capitalised terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

1. We are surrendering a Regulation S GDR or Regulation S GDRs in accordance with the terms of the Deposit Agreement for the purpose of withdrawal of the Deposited Property represented by such GDR or GDRs (the "Deposited Property") pursuant to Condition 1 and Clause 3(E) of the Deposit Agreement.
2. We acknowledge (or if we are a broker-dealer, our customer has confirmed to us that it acknowledges) that the Regulation S GDRs and the securities represented thereby have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Act").
3. We certify (or if we are acting for the account of another person, such person has confirmed that it certifies) that either:
  - (a) we are (or it is) located outside the United States (within the meaning of Regulation S under the Act) and either:
    - (i) we have (or it has) sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, the Regulation S GDRs or the Shares in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under

the Act and we are (or it is), or prior to such sale we were (or it was), the beneficial owner of the Regulation S GDRs; or

- (ii) we have (or it has) sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, the Regulation S GDRs or the Shares to a qualified institutional buyer within the meaning of Rule 144A under the Act for its own account or for the account of a qualified institutional buyer in a transaction meeting the requirements of Rule 144A under the Act and accordingly, we are separately causing instructions to be given to the Depository to deliver the Shares to the Custodian for deposit in the Rule 144A Facility under the Deposit Agreement and to issue Rule 144A GDRs represented by the Rule 144A Master GDR upon receipt of the proper certification on behalf of the purchaser and otherwise in accordance with the terms and conditions of the Deposit Agreement, and we are (or it is), and prior to such sale or other transfer we were (or it was), the beneficial owner of the Regulation S GDRs; or
- (iii) we will (or it will) be the beneficial owner of the Shares upon withdrawal; and, accordingly, we agree (or it agrees) that, prior to the expiration of 40 days after the later of the commencement of the offering of GDRs and the issue date with respect to the GDRs, we (or it) will not offer, sell, pledge or otherwise transfer the Shares except (A) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the Act or (B) to a person whom we or anyone acting on our behalf reasonably believes is a qualified institutional buyer in a transaction meeting the requirements of Rule 144A.

OR

- (b) We are a qualified institutional buyer within the meaning of Rule 144A under the Act acting for our own account or for the account of one or more qualified institutional buyers; we have agreed to acquire (or it has agreed to acquire) the Regulation S GDRs or the Shares in a transaction which is being made in reliance upon Rule 144A under the Act and, accordingly, we are (or it is) separately taking all actions necessary to cause the Shares being withdrawn to be deposited in the Rule 144A Facility under the Deposit Agreement for issuance of Rule 144A GDRs represented by the Rule 144A Master GDR in accordance with the terms and conditions of the Deposit Agreement.
4. If we are a broker-dealer, we further certify that we are acting on behalf of our customer and that our customer has confirmed the accuracy of the representations contained in paragraph 3 hereof that are applicable to it and, if paragraph 3(b) is applicable to our customer, it has confirmed that it will comply with the agreements set forth in part (b) of paragraph 3 hereof.

5. We certify that either:

(a) We are the beneficial owner of the GDRs being surrendered herewith. We are of such acquisition will not beneficially own GDRs and/or shares in the Company, which would represent more than 5 per cent. (or any other applicable limit imposed from time to time by Hungarian law, Hungarian Government resolution or the Company's Articles of Association) of the share capital of the Company or of the votes attributable to all the shares in the Company.

OR

(b) We are a broker-dealer acting for the account of our customer; our customer has confirmed to us that it does not and, at the time of the withdrawal of the Deposited Property referred to above, it will not be the beneficial owner of GDRs and/or shares in the Company which would represent more than 5 per cent. (or any other applicable limit imposed from time to time by Hungarian law, Hungarian Government resolution or the Company's Articles of Association) of the Company's share capital or of the votes attributable to all the shares in the Company.

Very truly yours

[NAME OF CERTIFYING ENTITY]

[By:

Title: ]