

	<p style="text-align: center;">APPROVED BY the resolution No. 22/7 issued by the Management Board of the OJSC “Aiyl Bank” on May 16, 2017</p>
	<p style="text-align: center;">ОТКРЫТОЕ АКЦИОНЕРНОЕ ОБЩЕСТВО «АЙЫЛ БАНК» АЧЫК АКЦИОНЕРДИК КООМУ «АЙЫЛ БАНК» THE OPEN JOINT-STOCK COMPANY «AIYL BANK»</p>

## RULES OF “BEREKE” MONEY TRANSFER SYSTEM IN THE OJSC “AIYL BANK”

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## CHAPTER 1. GENERAL PROVISIONS

1. The Rules of “Bereke” money transfer system (hereinafter referred to as the Rules / System Rules) are developed by the Open Joint-Stock Company “Aiyl Bank” (hereinafter referred to as the Bank), (hereinafter referred to as the system operator) in accordance with the Rules for Making Money Transfers through Money Transfer Systems in the Kyrgyz Republic issued by the National Bank of the Kyrgyz Republic.
2. These Rules shall regulate the terms of participation in “Bereke” money transfer system (hereinafter referred to as the system/“Bereke” system), transferring funds, rendering the payment infrastructure services, the rights and obligations of the system participants and other conditions specified by the system operator.
3. The Rules shall be the main regulatory document of the system, as specifying the requirements, conditions and procedure for the system functioning, procedure for rendering money transfer services by the system participants, as stipulated by the system operator.
4. The requirements established by the Rules shall be binding for all the system participants.
5. The Rules shall be approved by the resolution of the Management Board of the Bank (the system operator). In order to increase the effectiveness of the Bank’s activities, if necessary, the Rules may be amended in a respective manner. Any changes and additions to the Rules shall be approved by the resolution of the Management Board of the Bank (the system operator).
6. The text of these Rules shall be published on the official website of the OJSC “Aiyl Bank” at [www.ab.kg](http://www.ab.kg).

## CHAPTER 2. TERMS AND DEFINITIONS

1. An **operator of the money transfer system** (hereinafter referred to as the operator/system operator) shall be a legal entity that shall have relevant authorization documents issued by the National Bank of the Kyrgyz Republic and ensure functioning of the money transfer system. To develop the infrastructure and access points to the money transfer system, the system operator shall conclude an agreement with the system participants, according to which the system operator and participants shall be obliged to carry out their activities of rendering money transfer services without opening a bank account in accordance with the System Rules and the legislation of the Kyrgyz Republic.
  - 1.1. The system operator shall specify the “Bereke” System Rules.
  - 1.2. The operator of “Bereke” system shall be the OJSC “Aiyl Bank”.
2. The **operator of payment infrastructure services** shall be the financial settlements center.
3. The **financial settlements center (FSC)** shall be a structural unit of the system operator, which shall make money transfers of the system participants within the system by writing off and crediting their funds to the bank accounts of the system participants.
4. **“Bereke” money transfer system** shall be a set of financial and credit institutions and commercial organizations, interacting under the “Bereke” System Rules for the purpose of making money transfers, including the system operator, financial settlements center, and the system participants who have joined the system for the purpose of customer servicing. The system shall suppose participation in the system with opening of a correspondent account and without opening of a correspondent account with the OJSC “Aiyl Bank”. The system operator and participants can serve as a financial institution that sends and receives money transfers when servicing customers.
5. The **subjects of the money transfer system** shall be the operator of payment infrastructure services and the system participants.
6. **“Bereke” software** shall be the “Bereke” system software, which provides access to “Bereke” system for the system participants to perform money transfer transactions.

7. A **money transfer system** shall be a type of payment system for a payment system participant’s accepting payments from the population, provided that these funds will be paid to the beneficiary. The money transfer system supposes money transfers both within the country (local ones) and with crossing of the state border of the Kyrgyz Republic (international, transboundary ones). Each money transfer in the system shall be assigned a MTCN (money transfer control number).
8. A **money transfer control number** (hereinafter referred to as the MTCN/transfer code) shall be the unique identification number of the transfer, which shall be assigned by the system operator to each money transfer, when sending it, and being one of the requisites for the transfer. The MTCN can be composed of up to 10 digits and shall have its uniqueness within thirty (30) calendar days.
9. A **money transfer without opening a bank account (hereinafter referred to as the transfer/money transfer)** means a transfer of funds, a banking transaction that shall be performed by a system participant by accepting cash funds from an individual in the national or a foreign currency and further transferring it to a specified individual (beneficiary) in the Kyrgyz Republic or abroad through the money transfer system. Any money transfers without opening an account between legal entities, citizens engaged in entrepreneurial activities shall be prohibited.
10. An **electronic order** means electronic information on a money transfer, formed in the money transfer system in accordance with the established formats of the system and containing all the necessary data about the money transfer, the sender and the beneficiary.
11. An **agent** shall be a non-bank financial and credit institution and/or an organization that shall be contracted by the participant or the operator for the purpose of carrying out activities on behalf of the participant or the operator.
12. A **participant** shall be a financial and credit institution (a bank) that shall hold a valid license of the National Bank for the right to carry out banking operations and shall conclude an agreement with the operator on participation in “Bereke” money transfer system.
13. A **partner** means an organizer of its own money transfer system, a payment institution that has concluded an agreement with the operator on arrangement of transfers between the two systems with use of the system integration method.
14. A **system participant** shall be a commercial organization (agent/participant/partner) that shall render money transfer services to the population in the territory of the Kyrgyz Republic and abroad through “Bereke” money transfer system according to the System Rules and shall sign the principal agreement with the system operator. The system participant must meet the criteria for participation in the money transfer system specified by the System Rules.
15. The **purpose of the money transfer system** shall be the system participants’ arranging the system of rendering money transfer services to customers in conditions of convenience, accessibility, security, including the use of innovative technologies and methods of servicing.
16. The **CJSC “IPC”** shall be the CJSC “Interbank Processing Center”.
17. An **issuing bank** means a commercial bank, issuing ELCART bank payment cards, on the basis of the CJSC “IPC”.
18. An **ELCART bank payment card (hereinafter referred to as the ELCART card)** shall be an ELCART bank payment card issued by any issuing bank being a resident of the Kyrgyz Republic that has concluded an appropriate agreement with the CJSC “IPC”.
19. A **payment terminal (hereinafter referred to as the terminal)** shall be an electronic software and hardware unit of the system participant intended for making a money transfer without participation of an authorized person of the system participant, by accepting cash funds, and also for drawing up documents confirming the respective transactions.
20. **AML/CFT** shall be counteracting the legalization of criminal proceeds (anti-money laundering) and combating the financing of terrorist or extremist activities.
21. A **temporary code** shall be a unique set of symbols that shall be sent to the number of the sender that previously sent a money transfer through “Bereke” system and passed the identification process. The password shall be valid for only one authentication session within a limited period of time.

22. A **money transfer point** (hereinafter referred to as the MTP, point of sending, point of issue) shall be a structural unit of the system participant registered in “Bereke” system, which accepts and issues money transfers. Its registration shall be carried out on the basis of an application for the MTP registration after the system participant signs the principal agreement with the system operator. The system participant who has registered the MTP in the system shall perform settlements within “Bereke” system for transactions made through the MTP and shall be responsible for the MTP’s activities.
23. A **guarantee fee** means monetary funds which shall be a security of payments transferred by the system participant to an account with the Bank with the condition of regulating its balance depending on the difference between the incoming and outgoing payments. The system participant’s account may be blocked by the Bank, in order to ensure mutual settlements, by decision of a court or other state authorities.
24. A **limit** shall be an amount of money provided to a system participant on a daily basis, within which money transfers in “Bereke” system shall be made. The limit amount shall be set by the system operator.
25. **Authentication** means the procedure for authenticating the sender by comparing the personal data entered in a payment terminal with the saved data in the database of “Bereke” system.
26. **Irrevocability of a money transfer** shall be a characteristic of a money transfer, indicating absence or termination of the possibility to revoke the order for the money transfer at a certain point of time.
27. **Unconditionality of a money transfer** shall be a characteristic of a money transfer, indicating absence of conditions or fulfillment of all conditions for a money transfer at a certain point of time.
28. **Finality of a money transfer** shall be a characteristic of a money transfer, indicating issue of funds to the beneficiary at a certain point of time.
29. **Application for sending/receiving/refunding/making changes to the details of a money transfer** shall be an order of the sender and/or the beneficiary to initiate sending or issue of a money transfer, a request of the sender related to termination of the agreement (application) and refund of the money or change in details of the money transfer, provided to the sending system participant and/or the issuing system participant. Within the framework of these Rules, the following applications are distinguished:
  - An application for sending a money transfer to be paid out in cash (according to Annex 3), including the receipt issued by a payment terminal when sending a money transfer through the terminal;
  - An application for sending a money transfer to a payment card, on the basis of the CJSC “IPC” (according to Annex 4);
  - An application for sending a money transfer to a bank account (according to Annex 5);
  - An application for receiving a money transfer in cash (according to Annex 6);
  - An application for making changes to details of a money transfer sent to be paid out in cash (according to Annex 7);
  - An application for refund of a money transfer sent to be paid out in cash (according to Annex 8);
  - An application for refund of a money transfer sent to a payment card, on the basis of the CJSC “IPC” (according to Annex 9);
  - An application for refund of a money transfer sent to a bank account (according to Annex 10).The above applications shall be qualified as an agreement between the customer (the sender and/or the beneficiary) and the system participant.
30. A **BIC** shall be a unique identifier of a participant and its branches in the payment system of the Kyrgyz Republic, and shall serve to ensure a payment routing and delivery to participants in the payment system of the Kyrgyz Republic.
31. A **teller** shall be an officer of the Bank who services customers through “Bereke” system.

32. A **cashier** shall be an employee of the Bank, accepting/issuing cash funds for the purpose of servicing customers through “Bereke” system.
33. A **customer** shall be an individual (resident/non-resident of the Kyrgyz Republic) sending and/or receiving a money transfer through “Bereke” system.
34. A **customer code** shall be a unique customer number generated and assigned by “Bereke” system when sending/receiving a money transfer or registering at a MTP point. The MTP point teller may perform individual registration of the customer in “Bereke” system by entering the necessary data of the customer’s identity document to perform its identification according to the Bank’s internal regulatory documents and requirements of the AML/CFT policy.
35. A **sender** shall be a customer initiating a money transfer sending without opening a bank account by paying cash funds to a cashier or through a payment terminal to the system participant for sending them to the beneficiary indicated by the sender.
36. A **beneficiary** shall be a customer specified by the sender as the beneficiary of a money transfer without opening a bank account. The sender and the beneficiary may be the same person.
37. A sender’s request shall be the sender’s will to send a money transfer to the beneficiary, submitted by the sender within “Bereke” system, in the form of an application for sending money, in the specified direction (transfer to be paid out in cash / transfer to an ELCART payment card / crediting to a bank account) in the form of an electronic document and printed on paper.
38. A **transfer amount** shall be an amount of money that is payable/credited to the beneficiary by the issuing system participant.
39. A **fee** shall be an amount of money collected from a customer in excess of a transfer amount in favor of the system participant for rendering a money transfer service and specified by the system operator.
40. A **sending system participant** shall be a system participant that accepts cash funds from the sender in cash form without opening an account and accepts the sender’s request to make a money transfer in favor of the beneficiary. The sending system participant can simultaneously be the issuing system participant.
41. An **issuing system participant** shall be a system participant who executes the sender’s request by making a payment in cash form or crediting the sender’s funds to a card/bank account of the beneficiary.
42. The **principal agreement** shall be an agency agreement; an agreement on participation in “Bereke” money transfer system; an agreement for arrangement of transfers between two systems.
43. An **engagement agreement** shall be a preliminary agreement intended for more effective interaction with a system participant in order to conclude the principal agreement.
44. A **system participant with opening of a correspondent account** shall open a correspondent account in the currency of the Kyrgyz Republic (KGS) and a foreign currency (Russian ruble, US dollar, euro and tenge) with the Bank, on which write-off and transfer transactions shall be performed. A system participant cannot perform a write-off of funds from a correspondent account without its acceptance by the system operator. A write-off shall be possible upon the system participant’s request.
45. A **system participant without opening a correspondent account** shall work through a transit account in the currency of the Kyrgyz Republic (KGS) and a foreign currency (Russian ruble, US dollar, euro and tenge), opened by the Bank to make transactions on crediting and writing off funds for a money transfer in accordance with the Rules.
46. A **call center** shall be a structural unit of the system operator, engaged in the processing of the customer requests via voice channels of communications, by e-mail, as well as in the online chat mode on the official website at [www.ab.kg](http://www.ab.kg).

### **CHAPTER 3. INFORMATION ON THE MONEY TRANSFER SYSTEM OPERATOR**

The name of the money transfer system is “Bereke” money transfer system.

The system is registered in the National Bank of the Kyrgyz Republic under No. 1015181214 as of December 18, 2014.

The system is registered in the State Register of Trademarks of the Kyrgyz Republic under No. 12943 as of December 25, 2014.

Registration number of the system in the State Register of Trademarks and Service Marks of the Russian Federation is No. 5666365 and dated March 2, 2016.

The operator of “Bereke” money transfer system is the Open Joint-Stock Company “Aiyl Bank” (abbreviated name is the OJSC “Aiyl Bank”).

The licenses of the National Bank of the Kyrgyz Republic are issued under No. 048, 048/1 and dated December 27, 2006.

Legal address: 14 Logvinenko St., Bishkek, 720040, Kyrgyz Republic.

Call-center: +996 (312) 68-00-00

E-mail: bereke@ab.kg or [office@ab.kg](mailto:office@ab.kg)

Official website: [www.ab.kg](http://www.ab.kg)

#### **CHAPTER 4. FUNCTIONS AND RIGHTS OF THE MONEY TRANSFER SYSTEM OPERATOR**

1. The system operator shall carry out its activities of funds transferring, both in the territory of the Kyrgyz Republic and abroad.
2. The system operator shall perform the following functions:
  - stipulating the Rules of “Bereke” money transfer system;
  - arranging and monitoring the participants’ compliance with the Rules of the money transfer system;
  - combining the functions of the operator of payment infrastructure services and ensuring monitoring of the system participants’ rendering the payment infrastructure services;
  - attracting new participants to “Bereke” system, formalizing contractual relations with them;
  - carrying out information and technical interaction between the system participants, services for collection, processing and dissemination of information on derivative transactions and on money transfers, keeping system-wide reference books, restrictions, registries and other system information;
  - ensuring availability of appropriate risk management mechanisms in the system, including financial risks, operational risks and risks of reputation loss, in order to improve efficiency, reliability and safety of the system functioning, and also assessing and managing the risks in the system, which are associated with possible excess of current financial liabilities of the system participants;
3. The system operator can interact with other money transfer systems and payment systems.

#### **CHAPTER 5. REQUIREMENTS TO THE MONEY TRANSFER SYSTEM PARTICIPANTS**

1. The system participant, while providing services of money transferring without opening a bank account through money transfer systems, shall comply with the AML/CFT requirements of the legislation of the Kyrgyz Republic/the country of residence.
2. The system participant shall inform the sender and/or the beneficiary on the rules of money transfer when making money transfers through the money transfer system and request all the documents required to make or receive a money transfer, check the identity of the sender and/or beneficiary and verify correctness of the sender’s or the beneficiary’s requisites provided.
3. The sending participant shall inform the sender on the following:
  - the amount of money that will be paid to the beneficiary as a result of the money transfer;
  - about the amount of the system participant’s fees, which are payable by the sender and/or the beneficiary;
  - about the exchange rate of the transferred funds currency;

- about the risks of fraud;
  - about the date and time when the transferred funds will be available for receipt;
  - about the place where transferred funds will be available for receipt;
  - on conditions for making money transfers through “Bereke” system;
  - about other information required for the sender.
4. The sending system participant shall accept funds from the sender and ensures sending of the money transfer in accordance with the formats and Rules of the money transfer system.
  5. If the funds received through the money transfer system are issued to the beneficiary, the issuing system participant shall ensure that the requisites of the electronic order generated by the money transfer system are fully complied with the identity document of the beneficiary. The issuing system participant shall inform the beneficiary and refuse to issue the funds in the event of the requisites difference.
  6. The system participant shall keep a record of each transaction and store information about the sender and beneficiary of the money transfer (full name, year of birth, home address, details of the passport or identity document), the amount of the transfer in figures and words and other information in accordance with the requirements of the regulatory legal acts of the Kyrgyz Republic on keeping payment documents.
  7. The system participant shall keep information and documentation on the transactions performed through money transfer systems in accordance with the terms of keeping payment documents specified in the regulatory legal acts of the Kyrgyz Republic.
  8. The system participant shall prevent attempts of money transferring from illegal trade operations, illegal financial operations, operations aimed at the legalization (laundering) of criminal proceeds and financing of terrorist or extremist activities.
  9. The principal agreement may specify other requirements for participants of the money transfer system.

## **CHAPTER 6. PARTICIPATION, SUSPENSION AND TERMINATION OF PARTICIPATION IN THE MONEY TRANSFER SYSTEM**

1. The agent or the participant shall send the relevant application for participation in “Bereke” money transfer system to the system operator (Annex 1). Filing the application is not a confirmation of the Applicant’s joining “Bereke” money transfer system.
2. Together with the application, the applicant shall submit a set of documents to the system operator in accordance with the list approved by the operator (Annex 1), including the system participant’s questionnaire (Annex 2).
3. For the purposes of joining/registering MTPs and tellers, as well as in the case of making changes, relocations or closures of the MTPs, the relevant annexes 11, 12, 13 or 14 shall be submitted.
4. Participation of the system participant in “Bereke” money transfer system shall begin after the principal agreement with the system operator is signed.
5. The system participant shall meet the following requirements:
  - holding the necessary licenses for implementation of the statutory activities;
  - no bankruptcy procedure is initiated against the entity (the source shall be any available means, including the media);
  - there is no information on initiation of criminal cases against the executives of the entity related to the actions/omissions of the executives in the management of the entity (the source shall be any available means, including the media);
  - there is no information on money laundering and terrorist financing regarding the system participant, legal entities and individuals directly or indirectly owning or controlling the former.
6. The system operator can unilaterally suspend participation of the system participant in case of its non-compliance with the system rules, and also in the following cases:

- the system participant’s failure to submit or late submission of documents specified in the principal agreement, or submission of false documents and information;
  - detection of violations by the system participant of information protection requirements or for information protection purposes, as well as in terms of reducing emergence of operational risks on the part of the system participant or from its participation, or the availability of negative information regarding the business reputation, solvency, technical capabilities of the system participant;
  - in case of detection of violations specified in paragraph 2 of this Chapter;
  - in other cases specified by these Rules.
7. Participation of the system participant shall be terminated in the following cases:
- after the participant’s withdrawing from the system and termination of the principal agreement,
  - in other cases specified by the principal agreement;
  - in cases specified by the operator of the money transfer system for ensuring information security.
8. In the event of the participant’s withdrawing from the system, mutual settlements shall be made on the transactions performed.

#### **CHAPTER 7. ENSURING THE MONEY TRANSFER SYSTEM PARTICIPANTS PERFORMING THEIR OBLIGATIONS ON MONEY TRANSFERRING**

1. Provision for the system participants’ performing their obligations on money transferring shall be sufficiency of funds in the accounts of the system participants.
2. Verification of the funds sufficiency in the accounts of the system participants shall be based on availability of the balance of funds held on the system participant’s account at the beginning of the day and taking into account the amounts of money written off and credited to the participant’s account prior to determining the funds sufficiency on the participant’s account.
3. In case of the funds insufficiency on the accounts of the system participants, money transfers can be made only for payment.

#### **CHAPTER 8. INTERACTION BETWEEN THE MONEY TRANSFER SYSTEM OPERATOR AND PARTICIPANTS**

1. To join the system, the system participants shall conclude the principal agreement with the system operator and provide the specified package of documents.
2. At the request of the system operator, the system participants shall provide financial and other information about their activities within ten (10) calendar days from the date of the request receiving.
3. The procedure for interaction of the system operator and participant shall be established by the principal agreement concluded between them, stipulating the system participant’s acceptance of the terms of these Rules as a whole without any exceptions and reservations. The form of the principal agreement shall be approved by the system operator.
4. Interaction between the system operator and participants on money transferring shall be carried out with use of “Bereke” software online, which allows the system operator monitoring all transactions performed by the system participants during the business day.
5. Exchange of information between the system operator and participants can be carried out by any available means according to appropriate requisites and contacts.

#### **CHAPTER 9. PROCEDURE FOR MONEY TRANSFERS WITHIN THE MONEY TRANSFER SYSTEM**

1. Transfer of the funds credited by the customer shall be made from the funds of the system participant which are on its correspondent account or through a transit account.
2. The teller who transfers funds in the MTP shall make transactions in the system in accordance with the User’s Manual of “Bereke” system of the OJSC “Aiyl Bank”.



3. Sending and issuing of a money transfer in a money transfer point shall be made on the basis of the identity document of the sender/beneficiary.
4. The teller making a money transfer shall identify the sender/beneficiary in accordance with the AML/CFT requirements of the legislation of the country at the place of the money transfer sending or issuing.
5. Sending money transfers to be paid in cash and receiving money transfers in cash in the money transfer point shall be made on the basis of an application (Annexes 3, 6). Such application shall be filled in by the teller, printed and certified with the handwritten signature of the sender/ beneficiary.
6. Sending a money transfer to an ELCART card in the MTP shall be made on the basis of the application (Annex 4). Such application shall be filled in by the teller, printed out and certified with the handwritten signature of the sender/beneficiary.
7. Sending a money transfer to a bank account in the MTP shall be made on the basis of the application (Annex 5). Such application shall be filled in by the teller, printed out and certified with the handwritten signature of the sender/beneficiary.
8. Sending a money transfer through a payment terminal shall be made by the sender itself. At the same time, the sender and the beneficiary must be identified customers of “Bereke” system (who are registered in one of the MTPs or previously sent/received money transfers through the MTPs). The sender shall pass the authentication procedure in the payment terminal by sending a temporary code to the previously identified sender’s phone number, which is available in “Bereke” database. Delivery of a money transfer when sending through a terminal shall be made only in a MTP.
9. The teller shall inform the sender of the MTCN, the amount and address of receipt.
10. SMS-notification:
  - 10.1. When making a transfer of funds, the sender may optionally submit the mobile phone number of the sender/beneficiary. The sender shall be responsible for authenticity of the specified mobile phone number of the sender/beneficiary.
  - 10.2. The beneficiary of the transfer shall be sent an SMS-notification about the money transfer sent at the time of the MTCN assigning. The SMS-notification service shall be provided to the sender and the beneficiary on a free of charge basis.
  - 10.3. An SMS-notification shall be sent to the sender of money transfer after receipt of the funds, crediting the funds to an ELCART card or a bank account.
  - 10.4. In the event that the sender refuses the SMS-notification service, the obligation to timely notify the beneficiary about the MTCN and the transfer amount shall be assumed by the sender.
  - 10.5. The system operator shall not be responsible if a mobile communication operator fails to deliver an SMS-notification sent by “Bereke” money transfer system.
11. The issuing system participant shall pay the money transfer to the beneficiary upon its first request upon submission of the identity document and correspondence of the surname, name and patronymic with the data specified in the system, and also with the correct indication of the MTCN, the amount and currency of the transfer. If the details of the beneficiary and the transfer (name, MTCN, amount and currency of the transfer) do not correspond to the data in the system, the issuing system participant shall refuse to pay the money transfer. The issuing system participant shall make sure before issuing the money that this money transfer was not previously paid, and check in the system that it was not assigned the status of the “issued” transfer.
12. Making changes to details of the beneficiary of the money transfer sent for payment in cash in the MTP shall be performed by the sender on the basis of an application (Annex 7).
13. Any money transfer, unclaimed by the beneficiary within thirty (30) calendar days or a money transfer revoked by the sender before its payment, shall be returned to the sender. In such cases, an additional fee shall not be charged from the sender, but the amount of fee paid by the sender for sending a money transfer shall not be refundable and the fee of the point of the money transfer issue shall be recognized as the income of the system operator. The money transfer shall be returned to the sender on the basis of an application (Annex 8).

14. A money transfer revoked by the sender prior to its payment within one business day (sending and refund shall be made on the same business day), then the fee amount paid by the sender for sending the money transfer shall be returned to the sender in full.
15. A transfer of funds to an ELCART card shall be considered as final and irrevocable at the moment of transfer/crediting of funds to the ELCART payment card. Refund of the principal amount of the transfer shall be possible only if the issuing bank returns the sent funds. The refund shall be made on the basis of the sender’s application (Annex 9), and the amount of the fee paid shall not be refundable. To return the transfer sent to an ELCART payment card, the Sender shall pay the fee for investigation.
16. Transfer of funds to a bank account shall be deemed final and irrevocable at the time of transfer/crediting of funds to a bank account. Money transfers revoked by the sender prior to crediting to the account and not accepted by the beneficiary’s bank within two (2) business days shall be returned to the sender according to the established application form (Annex 10). Refund shall be made on the basis of the sender’s application, the fee amount paid cannot be returned.
17. A money transfer through “Bereke” money transfer system shall be considered as final:
  - 1) for the sender - at the time when the money transfer order acceptance for performance is confirmed;
  - 2) for the beneficiary - at the time of receipt of cash funds at the cashiers or transfer/crediting of funds to the bank account specified by the beneficiary, to the bank payment card issued by the bank.

#### **CHAPTER 10. PROCEEDINGS OF THE FINANCIAL SETTLEMENTS CENTER**

1. The system operator shall combine its activities with the activities of the financial settlements center.
2. The Bank performs the following functions as a financial settlements center:
  - ensuring safety of the information that constitutes a banking secret in accordance with the legislation of the Kyrgyz Republic;
  - providing protection of the information on means and methods of ensuring information security, personal data and other information subject to compulsory protection;
  - providing protection of information when making money transfers.
3. The system operator performs the functions of the financial settlements center in accordance with the Rules and on the basis of the principal agreement with the system participants.
4. When performing the functions of the financial settlement center of “Bereke” system, the operator shall write off and credit funds to the accounts of the system participants in the amounts of transactions conducted through “Bereke” software.
5. Tariffs for money transfers shall be set by the system operator. Tariffs shall be published on the Bank’s official website at [www.ab.kg](http://www.ab.kg). Informing the system participants about any changes in the current tariffs shall be made ten (10) days prior the introduction of new tariffs.
6. The system participant gives its consent to the system operator for a direct write off of the fee for the transfer of funds from its account, according to the established tariffs.
7. The system participants are given the opportunity to receive a limit. The limit amount and its change shall be specified by the system operator on the basis of a written application of the participant. The initial limit shall be set by the system operator.
8. The system operator shall not charge a fee for rendering payment infrastructure services.

#### **CHAPTER 11. ENSURING THE MONEY TRANSFER SYSTEM FUNCTIONING**

1. Uninterrupted functioning of the system (hereinafter referred to as the UIFS) shall mean such a process of functioning, when a money transfer is made within a period not exceeding 60 minutes during a business day, provided that the requirements of these Rules are observed.
2. The specified rate shall define the guaranteed time from the moment of the funds acceptance from the sender till the moment when the beneficiary can receive the same.

3. The specified time rate provided for performance of routine operations shall not established. Any preventive works related to updating of the software shall be carried out beyond the period of the system functioning.
4. The system operator shall monitor the system participants’ compliance with the procedure for ensuring of the UIFS both in the framework of monitoring compliance with the Rules in general, and by sending requests to the system participants to provide the information required by the system operator to carry out the above monitoring. To achieve these goals the system operator can use other available control methods, including correspondence (including by e-mail) with the system participants on the results of monitoring and recording information related to ensuring of the UIFS with respect to the activities of the relevant system participant, primarily - concerning the available cash balance on the system participants’ accounts.

## **CHAPTER 12. RISK MANAGEMENT SYSTEM**

1. A risk management system means a set of measures and methods to reduce the probability of adverse consequences emerging for the UIFS, as well as minimizing the losses of the system and its subjects in the event of risks.
2. In order to ensure the UIFS, the system operator shall arrange coordination of the activities of the system subjects.
3. The system operator shall determine the organizational model of risk management, in which the functions of risk assessment and management shall be distributed between the system operator and participants.
4. The system operator may, if necessary, implement a system of limitation.
5. In cases of any violation / failure of the system participants to comply with the terms of these Rules, or depending on indicators of the financial condition and business reputation of the system subjects, reports proving a risk of failure in the system functioning, including the same caused by fault of the participant(s), the system operator shall have the unilateral right to complete or partial suspension of the system or disconnection of the participant(s) from the system.
6. The system subjects shall have the right to make proposals for improvement of the risk management system, as specified in these Rules.
7. The obligations of the system subjects on risk assessment and management shall be reflected in these Rules, as well as in their internal documents in accordance with the requirements of the applicable law.
8. The system subjects shall implement a risk management system in their activities in accordance with these Rules, the requirements of the legislation of the Kyrgyz Republic or the country of residence.
9. Responsibilities of the system subjects on risk assessment and management.
  - 9.1. **Responsibilities of the money transfer system operator:**
    - 9.1.1. determination of the organizational structure of the risk management system;
    - 9.1.2. determination (if necessary) of minimum requirements for technological equipment and software of the system subjects;
    - 9.1.3. determination (if necessary) of requirements for assessing the quality and reliability of information systems and the associated infrastructure used by the system participants;
    - 9.1.4. specifying the list of requirements for the system participants for the purpose of information protection of the system; requesting (if necessary) the relevant documents from the system participants and carrying out related activities that reflect the system participants observing these requirements.
  - 9.2. **Responsibilities of the money transfer system participants:**
    - 9.2.1. compliance with the requirements specified in these Rules, as well as with those stipulated by the system operator;
    - 9.2.2. compliance with the minimum requirements for technological equipment and software, determined by the system operator;

- 9.2.3. carrying out, at the request of the system operator, assessment of the quality and reliability of information systems and associated infrastructures;
  - 9.2.4. arrangement of the risk management system in accordance with the requirements of the legislation of the Kyrgyz Republic and these Rules;
  - 9.2.5. immediate notification of the system operator on any risks, as well as potential risks that may in the future adversely affect the financial condition of the system operator or the UIFS. Such notification must be made in any accessible way, including by addresses, telephones and e-mails specified in these Rules, and on the official website of the system operator;
  - 9.2.6. compliance with the system information protection requirements, defined by the system operator;
  - 9.2.7. permanent, continuous process of identification, measurement, assessment and monitoring of risks, directly or indirectly related to the system, as well as undertaking relevant measures to reduce and eliminate them;
  - 9.2.8. provision of the system operator with details, contacts (addresses, telephones, e-mails, and official websites, etc.), and their subsequent updating, for the purpose of exchanging the information on risk management and correspondence;
  - 9.2.9. provision of information at the system operator’s request;
  - 9.2.10. holding a number of activities required by the system operator within the framework of risk management.
10. **Minimum requirements for determining the organizational structure of the risk management system:**
- 10.1. The system subjects shall independently manage the risks associated with activities and carry out elimination and minimization measures and also appoint responsible officers and/or structural units responsible for management, elimination and minimization of risks.
  - 10.2. Processes and measures of risk management used / implemented by the system subjects and designed to eliminate and minimize the risks associated with their activities shall be regulated and applied at all levels of decisions making and implementation.
  - 10.3. The organizational structure of the system subjects, processes and measures for managing and minimizing risks shall be regulated in internal regulatory documents and shall at least consist of:
    - 10.3.1. the supervisory body (the Board of Directors of the Bank, or a body similar to it in accordance with the applicable law);
    - 10.3.2. executive body (the Management Board of the Bank, or a body similar to it in accordance with the applicable law);
    - 10.3.3. structural units that assume risk on behalf of the Bank and are limited to compliance with the operational procedures;
    - 10.3.4. a person, and / or a structural unit responsible for risk management.
11. The information exchange between the system subjects in the framework of risk management shall be carried out immediately and in any accessible way, according to the relevant requisites, contacts.
12. The range of potential risks inherent in the money transfer system is provided in addition to the ranges/classifications of the types of risks specified in the internal regulatory documents of the system subjects.

<b>Range of potential risks</b>	<b>Short description</b>
<b>credit risk</b>	- the risk of loss, due to non-performance, untimely or incomplete performance of financial obligations by the system subjects, including on mutual settlements in accordance with terms and conditions of agreements.
<b>country risk</b> (it shall also include the risk of transfer, sovereign risk)	- the risk of incurring costs (losses) due to insolvency or unwillingness of the system subject or the state / country of their residence to meet their obligations for any reasons not related to financial risks.
<b>liquidity risk</b>	- the risk of losses if the system subject fails to perform its obligations in a timely manner without incurring unacceptable losses (i.e, to achieve liquidity only by selling the assets, thus resulting in unacceptable losses). It shall include the inability to manage unplanned changes in the funding sources. It also occurs when the system subject fails to recognize or response to any changes in market conditions that affect the ability to sell quickly and with minimal losses in the value of assets.
<b>operational risk</b>	- the risk of direct or indirect loss to which the system subject is exposed as a result of failures / errors in the system functioning caused by malfunctions of the technology, external events, personnel mistakes, fraud, and as a result of inadequate or disruptive processes, procedures or control systems.
<b>risk of non-compliance (legal one)</b>	- the risk of loss as a result of the system subject’s violation of the requirements of legislation, rules or regulations related to its activities.
<b>risk of loss of reputation</b>	- the risk of loss to which the system subject is exposed as a result of negative public opinion about it or about its subsidiaries.
<b>strategic risk</b>	- the risk of loss incurring by the system subject as a result of mistakes and shortcomings committed in making decisions that determine the strategy of activity and development.

13. Some tools for risk reduction:

- regulation of the procedures for mutual settlements, exchange and documentary confirmation,
- constant monitoring of signals inherent in the range of potential risks, as well as development and implementation of appropriate measures to reduce and eliminate them,
- compliance with the system of limitation.

14. Management of settlement risks.

14.1. The financial settlements center shall provide, within the system, performance of money transfers of the system participants by writing off and crediting funds to the bank accounts of the system participants.

- 14.2. The financial settlements center shall arrange the accounting system in accordance with the requirements of the legislation of the Kyrgyz Republic.
- 14.3. The system subjects shall monitor the mutual settlements process on an ongoing basis and their documentary recording, as well as sufficiency of the funds in the respective accounts, with replenishment, if necessary.
- 14.4. In the event of any inaccuracies in the information related to the mutual settlements process, the system subjects shall immediately notify the financial settlements center on this.
- 14.5. The system participants shall forecast the amounts of funds in the respective accounts, for the purposes of the UIFS.
- 14.6. The system subjects shall arrange management of the internal settlement risks in accordance with these Rules and requirements of the country of their residence.
- 14.7. In order to reduce settlement risks, the system participants can apply to the financial settlement center concerning the issues of differences in time zones, work schedules, upcoming holidays / days off, time allowing transactions related to mutual settlements.

### **CHAPTER 13. REQUIREMENTS TO PROTECT INFORMATION**

1. The system participants and operator shall take measures of anti-virus protection, protection of the network infrastructure, protection from fraudulent operations on the hardware of its information infrastructure.
2. It is necessary to use only licensed and certified software in the workplaces of participants and operators, with the regular updating necessary for the uninterrupted functioning of the system.
3. Suspension of money transfers for the period of elimination of the consequences of technical problems may be applied in the event of failure (including non-routine functioning) of one or several automated money transfer systems or their modules or components, which makes it impossible to use their functional.
4. In case of detection of any incidents related to violations of the requirements for ensuring the information protection when making money transfers, the system participants shall provide the system operator with a report on the detected incidents. The report shall contain: the date of occurrence and elimination of the incident, description of the incident, measures undertaken to eliminate it and prevent its occurrence in the future.
5. Each system participant shall provide the system operator with contacts of at least one of its officials or units, being responsible for interaction with the system operator in the field of the incidents detection in the system. The system participant shall inform in a timely manner about any change in these contact details. The operator shall provide similar contact details to the participants and send information about their changes.
6. In case of detection of an incident that requires involvement of the system operator, the system participant shall inform the system operator about the incident within 24 hours and that the operator’s involvement in the incident settlement is required. The operator shall inform the participant in the same way, in case of detecting an incident, for elimination of which the system participant’s involvement is required.
7. The system participants shall have the right to request information from the system operator through the provided contact details of the responsible person or structural unit (clause 5 of this Chapter) about the incidents detected in the system related to violations of the requirements for ensuring the information protection when making money transfers, as well as on the methods of analysis and response to the incidents. Upon receipt of the request from a participant, the operator shall within ten (10) calendar days send the requested information or give a reasonable reply about the impossibility of providing the specified information.
8. The participants’ accessing the system can be performed with use of personal accounts. Passwords for the accounts must meet the following requirements:
  - Use of at least 8 characters (both numbers and letters) in the password;
  - The password changing at least once in 60 days;

- The password protection during its keeping in works performance.
9. The system participants and operator shall take organizational and technical measures to ensure the information protection within the whole process of exchanging electronic messages and other information when making money transfers, including:
- holding activities on risk analysis and identifying the necessary and sufficient measures to protect information based on this analysis;
  - creation and operation of a structural unit for the information protection or appointment of an official (officer), who will be responsible for arranging information protection;
  - ensuring control and registration of persons having the rights of access to protected information;
  - control of physical access to the premises in which objects of their information infrastructure are located;
  - use of cryptographic means of the information protection from unauthorized access, including those that passed the established procedure for assessing compliance. In the event of a failure of the information protection means, the timely restoration of its functioning shall be ensured, or the means shall be replaced (including shifting to the reserve ones).
  - backup of critical data. Backup copies shall be located in several data storage locations, available for use only for an officer of the system participants;
  - firewalling means, analyzing the network traffic passing through them and having the ability to block network connections that do not fall under predefined rules of network interaction;
  - use of encrypted communication channels between the system operator and participant for secure file exchange when using the network as a transport medium for data transmission;
  - use of software for anti-virus protection, intrusions detection and prevention;
  - use of other means to analyze security;
  - use of the policy of limiting the user’s capabilities in the working environment, by applying rules and restrictions, in accordance with the requirements for information security;
  - the system operator and participants shall ensure protection of payment documents at all stages of their life cycle.
10. The system participants shall provide access to their employees only to the information that is necessary to carry out their duties. The job descriptions of the employees involved in the processing of information shall contain requirements for the information protection.
11. To ensure the information protection, the system participants and operator shall have the right to involve organizations that have a license to perform technical protection of confidential information.  
Any detected violations of the Bank’s information security requirements by employees of a third-party organization must be recorded and investigated.  
Employees of a third-party organization who are responsible for occurrence of the incidents shall be suspended from work, and, if necessary, a third-party organization is required to compensate for the damage.
12. The system participants and operator shall not be entitled to disclose the information about transactions and accounts of the system participants and their customers to any third parties, except for disclosure of the information within the system and the cases specified by the legislation of the Kyrgyz Republic / country of the participant’s residence.

13. The system participants and operator shall ensure recording and keeping (in paper and / or electronic form) the results of monitoring of compliance with the procedure for the information protection, both in terms of organizational measures and the use of technical means of the information protection. The procedure for recording and keeping the results of monitoring shall be determined by the system participants and operator independently, provided that the procedure ensures the possibility of conducting a timely analysis of disputable or problem situations on the basis of such results.
14. The system participants shall have the right to take additional measures at their own discretion to neutralize the current threats identified during the risk analysis activities and notify the operator of the measures taken, including sending proposals for changes to the Rules regarding the procedure for the information protection when making money transfers.
15. The scope and procedure for application of other organizational measures for the information protection which are not stipulated in these Rules shall be determined by the system operator and participants independently, on the basis of the result of measures taken to analyze the actual risks (clause 6 of this Chapter).
16. The system participants shall submit the following information to the system operator upon its request for the purpose of analyzing the information protection in the system when making money transfers:
  - 16.1. on the extent of compliance with the requirements for ensuring the information protection when making money transfers;
  - 16.2. on implementation of the procedure for ensuring the information protection when making money transfers;
  - 16.3. on the results of the performed compliance assessment;
  - 16.4. on identified threats and vulnerabilities in ensuring the information protection.The information shall be sent in electronic form to the responsible contact person or to the unit of the system operator (clause 5 of this Chapter).  
The information on any detected incidents related to violations of the requirements for ensuring the information protection in the process of making money transfers shall be sent to the system participants in the manner and according to the terms specified by clause 6 of this Chapter.
17. The system participants shall be, in addition to meeting these requirements, entitled to follow international standards, as well as the best world practices in order to improve the information protection system.

#### **CHAPTER 14. PROCEDURE FOR MONITORING OF COMPLIANCE WITH THE RULES**

1. Monitoring of the system participants’ compliance with the Rules shall be carried out by the system operator in accordance with the AML/CFT requirements of the legislation of the Kyrgyz Republic and regulatory acts of the National Bank of the Kyrgyz Republic.
2. The system operator shall monitor the system participants’ compliance with the System Rules, including, in particular, those related to the information protection. If the system participant’s non-compliance with the System Rules is confirmed, the participant shall eliminate such non-compliance.
3. The system operator shall monitor the system participants’ compliance with the provisions and requirements of the System Rules through holding random verifications.
4. The system operator shall have the right to:
  - require the system participant to provide documents and other information for analysis of compliance with the requirements of the System Rules;
  - carry out verifications of the system participants’ compliance with the requirements for the information protection in accordance with these Rules;



- receive oral and written explanations on the issues of the system participant’s activities within the system.
5. Verification of the system participant shall be performed by the system operator through sending an appropriate notification of verification to the system participant. Such notification on inspection shall contain a list of documents and data required for the system operator to verify compliance with the requirements of the System Rules, as well as other activities and actions necessary for the system participant to hold the specified verification.
  6. The system participant shall provide all necessary data specified in clause 4 of this Chapter, or a reasoned refusal to provide the same, no later than five (5) calendar days from receipt of the notification of verification from the system operator.
  7. Verification of compliance with the information protection requirements by the system participants shall be carried out by the system operator by sending the appropriate notification containing the scope and dates of the system participant verification for compliance with the requirements for protection of the information circulated in the system, as well as by analyzing the information provided by the system participants.

#### **CHAPTER 15. LIABILITY FOR NON-COMPLIANCE WITH THE RULES**

1. The system subjects shall be liable for failure to perform or improper performance of the requirements of these Rules in accordance with the current legislation of the Kyrgyz Republic and the terms stipulated by the Rules and the principal agreement.
2. If one of the system subjects violates the terms of these Rules, and such violation resulted in damages incurred by the other subject, the guilty subject shall reimburse them in full.
3. The parties shall be exempted from liability for non-performance or improper performance of their obligations, if this non-performance was a consequence of force majeure circumstances that arose as a result of extraordinary events that the parties could neither foresee nor prevent by reasonable measures (force majeure).
4. A party that failed to perform the obligations due to force majeure circumstances shall within three days notify the system operator in writing about occurrence and termination of the circumstances. A proof of occurrence and duration of force majeure circumstances can be the documents issued by the competent bodies of the Kyrgyz Republic/country of residence.
5. Compensation for damages shall not relieve the guilty party of the proper performance of obligations and compliance with these Rules.
6. The principal agreement may establish other measures of liability.

#### **CHAPTER 16. PROCEDURE FOR AMENDING THE RULES**

1. The system operator shall be entitled to unilaterally change and supplement these Rules, if such changes increase the system effectiveness, and to bring the Rules in line with changes in the legislation of the Kyrgyz Republic.
2. The system operator shall notify the participants on forthcoming changes to the System Rules, and place the relevant information on the website of the system operator at [www.ab.kg](http://www.ab.kg).
3. In case of disagreement with changes to the System Rules, the system participants can send their opinion on changes to the system operator within ten (10) days from the date of placing the information on the operator’s website.
4. To reply to the system participant’s comments and suggestions on changing the System Rules, the system operator shall send an explanation on the circumstances requiring changes to the System Rules or place this explanation on the website of the system operator.

**CHAPTER 17. PROCEDURE OF PRE-TRIAL DISPUTE RESOLUTION  
WITH THE MONEY TRANSFER SYSTEM PARTICIPANTS**

1. Any disputes between the system participants shall be considered by the system operator on a pre-trial basis with the participation of representatives of the parties within thirty (30) calendar days from the moment the parties filed their written claims and the system operator received copies of the claims.
2. Any disputes between the participant and the system operator shall be considered in a pre-trial procedure by filing written claims. The period for consideration of written claims shall be ten (10) working days from the date of their receipt by the opposite party.
3. Disagreements that are not settled by the parties through pre-trial negotiations shall be resolved in accordance with the current legislation of the Kyrgyz Republic.

**ANNEX 1**  
to the Rules of “Bereke” money transfer system

**APPLICATION FORM**  
**FOR PARTICIPATION IN “BEREKE” MONEY TRANSFER SYSTEM**

*(to be printed on the company letterhead)*

To the OJSC “Aiyl Bank”  
the operator of “Bereke”  
money transfer system  
14 Logvinenko St., Bishkek,  
720040, Kyrgyz Republic,

**APPLICATION**  
**FOR PARTICIPATION IN “BEREKE” MONEY TRANSFER SYSTEM**

\_\_\_\_\_ (*name of the organization*),  
represented by \_\_\_\_\_ (*full name and title of the authorized representative of the Applicant*), acting (s) on the basis of \_\_\_\_\_  
(name of the document authorizing the Applicant’s representative to submit this application on behalf of the Applicant) (hereinafter referred to as the “Applicant”) does hereby confirm that he/she has reviewed the Rules of “Bereke” money transfer system (hereinafter referred to as “Bereke” system) posted on the official website at [www.ab.kg](http://www.ab.kg), effective on the date of this application, in accordance with the conditions of work in “BEREKE” system provided for by these Rules, and express the intention to participate in “BEREKE” money transfer system as \_\_\_\_\_ (*Participant or Agent - select whatever is applicable*).

We hereby confirm that we have learned the criteria for participation in “Bereke” system established by the Rules of “Bereke” money transfer system and fully comply with the specified criteria.

For the purposes of the system operator’s considering this application and making a decision on the possibility of the Applicant’s participation in “Bereke” money transfer system, the Applicant does hereby provide the system operator with the documents in accordance with the list below.

**List of attached documents:**

*(List of documents provided by the system participant being the resident of the Kyrgyz Republic)*

1. Copies of the NBKR’s licenses for carrying out banking operations in the national and foreign currencies, including the limitation sheets to the NBKR license, certified by the seal and signature of the head / authorized representative of the legal entity;
2. For residents of the Kyrgyz Republic registered before April 1, 2009:  
Notarized copies of the Charter and Certificate of state (re-)registration of the legal entity;  
For residents of the Kyrgyz Republic registered after April 1, 2009:  
A copy of the Charter and Certificate of state (re-)registration of the legal entity, certified by the seal and signature of the head / authorized representative of the legal entity;
3. Notarized card with samples of signatures of persons authorized to represent the interests of the system participant and a seal imprint;
4. Copies of the identity documents of the persons indicated in the album (card) of the samples of signatures.

5. A copy of the resolution of the authorized body on election of the head of the executive body of the system participant.
6. A power of attorney confirming the authority of the person who signed this Agreement, unless the Agreement is signed by the Chairman of the Management Board of the Bank;
7. Questionnaire of the system participant (according to Annex 2).

*(List of documents provided by the Participant system being the non-resident of the Kyrgyz Republic)*

1. Notarized copies of the constituent documents;
2. A copy of the license of a national (central) bank of a foreign state or permission of an authorized state body, which allows making transactions of money transfers;
3. A copy of the resolution of the authorized management body of the participant on the election of the head of the executive body;
4. A power of attorney confirming the authority of the signatory of the Agreement, unless the Agreement is signed by the head of the bank;
5. Notarized album (card) of samples of signatures of the persons authorized to represent the interests of the system participant being the non-resident and a seal imprint;
6. Copies of the identity documents of the persons indicated in the album (card) of the samples of signatures;
7. A power of attorney issued on behalf of the system participant being the non-resident to an authorized person (provided that the person is included in the album of samples of signatures).
8. Questionnaire of the system participant (according to Annex 2);
9. Rules of the participating bank on implementation of measures to counteract the legalization (laundering) of criminal proceeds and the financing of terrorism;
10. Financial statements (balance sheet, profit and loss statement) for the last 6 months.

Title of the authorized representative of the Applicant

L.S. \_\_\_\_\_ / Full name  
*(signature)*

\_\_\_\_\_, 20\_\_

**ANNEX 2**  
to the Rules of “Bereke” money transfer system

**QUESTIONNAIRE OF THE SYSTEM PARTICIPANT**

Full name	
Abbreviated name in accordance with the Charter	
Organizational and legal form	
Location address according to the Charter and the address of actual location	
Information on state registration: date, registration number, name of registration authority, place of registration	
Availability of a license (authorization): type of the license, number, date of issue, license validity period, restrictions and name of the authority that issued the license	
Information on the structure of the authorized capital	
Information on shareholders (founders)	
Information on the main correspondent banks	
Information on persons authorized to represent the system participant	
Contact telephones, fax, e-mail address	

Title of the authorized  
representative of the Applicant

L.S. \_\_\_\_\_ / Full name  
(signature)

\_\_\_\_\_, 20\_\_

**ANNEX 3**  
 to the Rules of “Bereke” money transfer system

**“Bereke” money transfer system**  
**Application for sending a money transfer to be paid out in cash**

Document number:		MTCN	
Date of sending:	DD.MM.YYYY		
Money transfer sending point:			
Money transfer issuing point:			
Transfer amount:		Transfer fee:	
Amount in words		Amount in words	
SENDER:		BENEFICIARY:	
Surname		Surname	
Name		Name	
Patronymic		Patronymic	
Document		Document	
Document number		Document number	
TIN		TIN	
Date of issue		Date of issue	
Issued		Issued	
Date of birth		Date of birth	
Address		Address	
Citizenship		Citizenship	
Phone number		Phone number	

1. ATTENTION! The transfer code is the confidential information which shall be known only to the sender and the beneficiary of the transfer.
2. The sender has reviewed the terms and conditions for making money transfers with use of “Bereke” system (www.ab.kg) and confirms its consent.
3. I confirm and bear personal responsibility for the money transfer’s being non-related to any business activity and not intended in favor of third parties, but being a private money transfer for current expenditures.

Operator’ signature \_\_\_\_\_ Sender’s signature \_\_\_\_\_

DD.MM.YYYY DD.MM.YYYY HH:MM

Cash receipt note No.	Transfer code:			
Service point:				
Sender:	Amount	Fee		
Beneficiary:	Currency	Currency		
Amount in words:				
Purpose of payment: Sending the “Bereke” money transfer to be paid out in cash				
Customer’s signature	Controller	Accountant	Cashier	L.S.

DD.MM.YYYY DD.MM.YYYY HH:MM

Cash issue note No.	Transfer code:			
Service point:				
Sender:	Amount	Fee		
Beneficiary:	Currency	Currency		
Amount in words:				
Purpose of payment: Sending the “Bereke” money transfer to be paid out in cash				
Customer’s signature	Controller	Accountant	Cashier	L.S.

**ANNEX 4**

to the Rules of “Bereke” money transfer system

**“Bereke” money transfer system  
 Application for sending a money transfer  
 to a payment card on the basis of the CJSC “IPC”**

Document number:			
Date of sending	DD.MM.YYYY	MTCN	
Money transfer sending point:			
Refund amount:		Transfer fee:	
Amount in words		Amount in words	
SENDER:		BENEFICIARY:	
Surname		Payment card number	9417 37XX XXXX 1964
Name		Phone number	
Patronymic			
Document			
Document number			
TIN			
Date of issue			
Issued			
Date of birth			
Address			
Citizenship			
Phone number			

1. ATTENTION! The transfer code is the confidential information which shall be known only to the sender and the beneficiary of the transfer.
2. The sender has reviewed the terms and conditions for making money transfers with use of “Bereke” system (www.ab.kg) and confirms its consent.
3. I confirm and bear personal responsibility for the money transfer’s being non-related to any business activity and not intended in favor of third parties, but being a private money transfer for current expenditures.

Operator’ signature \_\_\_\_\_ Sender’s signature \_\_\_\_\_

DD.MM.YYYY DD.MM.YYYY HH:MM

Cash receipt note No.	Transfer code:	
Service point:		
Sender:	Amount	Fee
Beneficiary card number: 9417 37XX XXXX 1964	Currency	Currency
Fee in words:		
Purpose of payment:	“Bereke” money transfer to the Elcart payment card.	
Customer’s signature	Controller	Accountant
	Cashier	L.S.

DD.MM.YYYY DD.MM.YYYY HH:MM

Cash receipt note No.	Transfer code:	
Service point:		
Sender:	Amount	Fee
Beneficiary card number: 9417 37XX XXXX 1964	Currency	Currency
Fee in words:		
Purpose of payment:	“Bereke” money transfer to the Elcart payment card.	
Customer’s signature	Controller	Accountant
	Cashier	L.S.

**ANNEX 5**  
 to the Rules of “Bereke” money transfer system

**“Bereke” money transfer system**  
**Application for sending a money transfer to a bank account**

Document number:		MTCN	
Date of sending:	DD.MM.YYYY		
Money transfer sending point:			
Transfer amount:		Transfer fee:	
Amount in words		Amount in words	
Reason of refund:			
SENDER:		BENEFICIARY:	
Surname		Name of the bank	
Name		BIC	
Patronymic		Bank account number	
Document		Phone number	
Document number			
TIN			
Date of issue			
Issued			
Date of birth			
Address			
Citizenship			
Phone number			

1. ATTENTION! The transfer code is the confidential information which shall be known only to the sender and the beneficiary of the transfer.
2. The sender has reviewed the terms and conditions for making money transfers with use of “Bereke” system (www.ab.kg) and confirms its consent.
3. I confirm and bear personal responsibility for the money transfer’s being non-related to any business activity and not intended in favor of third parties, but being a private money transfer for current expenditures.

Operator’s signature \_\_\_\_\_ Sender’s signature \_\_\_\_\_

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DD.MM.YYYY DD.MM.YYYY HH:MM

Cash receipt note No.	Transfer code:			
Service point:				
Sender:	Amount	Fee		
Beneficiary bank:	Currency	Currency		
Beneficiary account number:				
Amount in words:				
Purpose of payment: “Bereke” money transfer to the bank account.				
Customer’s signature	Controller	Accountant	Cashier	L.S.

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DD.MM.YYYY DD.MM.YYYY HH:MM

Cash receipt note No.	Transfer code:			
Service point:				
Sender:	Amount	Fee		
Beneficiary bank:	Currency	Currency		
Beneficiary account number:				
Amount in words:				
Purpose of payment: “Bereke” money transfer to the bank account.				
Customer’s signature	Controller	Accountant	Cashier	L.S.



ANNEX 6  
 to the Rules of “Bereke” money transfer system

**“Bereke” money transfer system**  
**Application for a money transfer issue in cash**

Document number:		MTCN	
Date of sending:	DD.MM.YYYY	Date of issue:	DD.MM.YYYY
Money transfer sending point:			
Money transfer issuing point:			
Transfer amount:		Transfer fee:	
Amount in words		Amount in words	
Fee charged from the beneficiary:		Amount in words	
SENDER:		BENEFICIARY:	
Surname		Surname	
Name		Name	
Patronymic		Patronymic	
Document		Document	
Document number		Document number	
TIN		TIN	
Date of issue		Date of issue	
Issued		Issued	
Date of birth		Date of birth	
Address		Address	
Citizenship		Citizenship	
Phone number		Phone number	

- I agree with the amount of the additional fee from the Beneficiary.
- The beneficiary has reviewed the terms and conditions for making money transfers with use of “Bereke” system ([www.ab.kg](http://www.ab.kg)) and confirms its consent.

Operator’ signature \_\_\_\_\_ Sender’s signature \_\_\_\_\_

DD.MM.YYYY DD.MM.YYYY HH:MM

Cash issue note No.	Transfer code:
Service point:	
Sender:	Amount
Beneficiary:	Currency
Amount in words:	
Purpose of payment:	Issue of the “Bereke” money transfer in cash
Customer’s signature	Controller      Accountant      Cashier      L.S.

DD.MM.YYYY DD.MM.YYYY HH:MM

Cash issue note No.	Transfer code:
Service point:	
Sender:	Amount
Beneficiary:	Currency
Amount in words:	
Purpose of payment:	Issue of the “Bereke” money transfer in cash
Customer’s signature	Controller      Accountant      Cashier      L.S.

**ANNEX 7**  
 to the Rules of “Bereke” money transfer system

**“Bereke” money transfer system**  
**Application for making changes to the details of the money transfer**  
**to be paid out in cash**

Document number:		MTCN	
Date of refund	DD.MM.YYYY		
Money transfer sending point:			
Money transfer issuing point:			
Transfer amount:		Transfer fee:	
Amount in words		Amount in words	
SENDER:		BENEFICIARY:	
Surname		Surname	
Name		Name	
Patronymic		Patronymic	
Document		Document	
Document number		Document number	
TIN		TIN	
Date of issue		Date of issue	
Issued		Issued	
Date of birth		Date of birth	
Address		Address	
Citizenship		Citizenship	
Phone number		Phone number	

The sender has reviewed the terms and conditions for making money transfers with use of “Bereke” system (wmr.ab.kg) and confirms its consent.

Operator’s signature \_\_\_\_\_

Sender’s signature \_\_\_\_\_

**ANNEX 8**  
 to the Rules of “Bereke” money transfer system

**“Bereke” money transfer system**  
**Application for refund of a money transfer to be paid out in cash**

Document number:		MTCN	
Date of refund	DD.MM.YYYY		
Money transfer sending point:			
Money transfer refund point:			
Refund amount:			
Amount in words			
Reason for refund:			
SENDER:		BENEFICIARY:	
Surname		Surname	
Name		Name	
Patronymic		Patronymic	
Document		Document	
Document number		Document number	
TIN		TIN	
Date of issue		Date of issue	
Issued		Issued	
Date of birth		Date of birth	
Address		Address	
Citizenship		Citizenship	
Phone number		Phone number	

The sender has reviewed the terms and conditions for making money transfers with use of “Bereke” system (wmr.ab.kg) and confirms its consent.

Operator’s signature \_\_\_\_\_ Sender’s signature \_\_\_\_\_

-----

DD.MM.YYYY DD.MM.YYYY HH:MM

Cash issue note No.	Transfer code:
Service point:	
Sender:	Amount <span style="float: right;">Fee</span>
Beneficiary:	Currency <span style="float: right;">Currency</span>
Amount in words:	
Purpose of payment: Refund of “Bereke” money transfer in cash	
Customer’s signature	Controller <span style="float: right;">Accountant <span style="float: right;">Cashier <span style="float: right;">L.S.</span></span></span>

-----

DD.MM.YYYY DD.MM.YYYY HH:MM

Cash issue note No.	Transfer code:
Service point:	
Sender:	Amount <span style="float: right;">Fee</span>
Beneficiary:	Currency <span style="float: right;">Currency</span>
Amount in words:	
Purpose of payment: Refund of “Bereke” money transfer in cash	
Customer’s signature	Controller <span style="float: right;">Accountant <span style="float: right;">Cashier <span style="float: right;">L.S.</span></span></span>

**ANNEX 9**  
 to the Rules of “Bereke” money transfer system

**To the Head of the Payment Systems Department of  
 the OJSC “Aiyl Bank”**

**“Bereke” money transfer system  
 Application for a refund of a money transfer,  
 sent to a payment card on the basis of the CJSC “IPC”**

Document number:		MTCN	
Refund date	DD.MM.YYYY	Authorisation code (CJSC “IPC”)	
Money transfer sending point:			
Money transfer refund point:			
Refund amount:		Fee for investigation:	
Amount in words:			
SENDER:		BENEFICIARY:	
Surname		Payment card number	9417 37XX XXXX 5678
Name		Phone number	
Patronymic			
Document			
Document number			
TIN			
Date of issue			
Issued			
Date of birth			
Address			
Citizenship			
Phone number			

1. The sender has reviewed the terms and conditions for making money transfers with use of “Bereke” system (wmr.ab.kg) and confirms its consent.
2. To receive a refund of a transfer sent to a payment card on the basis of the CJSC “IPC”, the sender shall pay the fee for investigation in the amount of 100 KGS.

Operator’ signature \_\_\_\_\_ Sender’s signature \_\_\_\_\_  
 -----

DD.MM.YYYY	DD.MM.YYYY HH:MM
Cash receipt note No. _____	
Service point: _____	
Sender:	Fee
Beneficiary card number: 9417 37XX XXXX 5678	Currency
Fee in words: _____	
Purpose of payment: Refund of the “Bereke” money transfer to the Elcart payment card.	
Customer’s signature	Controller                      Accountant                      Cashier                      L.S.

DD.MM.YYYY	DD.MM.YYYY HH:MM
Cash receipt note No. _____	
Service point: _____	
Sender:	Fee
Beneficiary card number: 9417 37XX XXXX 5678	Currency
Fee in words: _____	
Purpose of payment: Refund of the “Bereke” money transfer to the Elcart payment card.	
Customer’s signature	Controller                      Accountant                      Cashier                      L.S.

**ANNEX 10**  
 to the Rules of “Bereke” money transfer system

**“Bereke” money transfer system**  
**Application for refund of a money transfer sent to a bank account**

Document number:		MTCN	
Refund date	DD.MM.YYYY		
Money transfer sending point:			
Money transfer refund point:			
Refund amount:			
Amount in words			
Reason of refund:			
SENDER:		BENEFICIARY:	
Surname		Name of the bank	
Name		BIC	
Patronymic		Bank account number	
Document		Phone number	
Document number			
TIN			
Date of issue			
Issued			
Date of birth			
Address			
Citizenship			
Phone number			

The sender has reviewed the terms and conditions for making money transfers with use of “Bereke” system (wmr.ab.kg) and confirms its consent.

Operator’s signature \_\_\_\_\_ Sender’s signature \_\_\_\_\_

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DD.MM.YYYY	DD.MM.YYYY HH:MM
Cash issue note No.	Transfer code:
Service point:	
Sender:	Amount
Beneficiary bank:	Currency
Beneficiary account number:	
Amount in words:	
Purpose of payment: Refund of the “Bereke” money transfer to the bank account.	
Customer’s signature	Controller      Accountant      Cashier      L.S.

-----

DD.MM.YYYY	DD.MM.YYYY HH:MM
Cash issue note No.	Transfer code:
Service point:	
Sender:	Amount
Beneficiary bank:	Currency
Beneficiary account number:	
Amount in words:	
Purpose of payment: Refund of the “Bereke” money transfer to the bank account.	
Customer’s signature	Controller      Accountant      Cashier      L.S.

**ANNEX 11**  
to the Rules of “Bereke” money transfer system

**NOTIFICATION**  
**ON OPENING / CLOSING OF A MONEY TRANSFER POINT** (*underline whatever applicable*) **OF THE PARTICIPANT IN “BEREKE” SYSTEM** \_\_\_\_\_

(name of the system participant)

Item No.	Name of the money transfer point	Locality	Address of the money transfer point	Phone	Full name	Role in the system (Accountant / Teller / Cashier)	Date (Commencement / Completion)

We confirm that all the necessary technical works on setting up a secure communication channel for “Bereke” system have been carried out.

Title of the authorized representative: \_\_\_\_\_

L.S. \_\_\_\_\_ / full name  
(signature)

\_\_\_\_\_, 20\_\_

**ANNEX 12**  
to the Rules of "Bereke" money transfer system

**NOTIFICATION ON CHANGES IN THE DATA OF THE MONEY TRANSFER POINT  
OF THE PARTICIPANT OF "BEREKE" SYSTEM**\_\_\_\_\_

(name of the system participant)

Current registration data					New registration data			
Item No.	Name of the money transfer point	Locality	Address of the money transfer point	Phone	Name of the money transfer point	Locality	Address of the money transfer point	Phone

We confirm that all the necessary technical works on setting up a secure communication channel for "Bereke" system have been carried out.

Title of the authorized representative:\_\_\_\_\_

L.S. \_\_\_\_\_/full name  
(signature)

\_\_\_\_\_, 20\_\_

**ANNEX 13**  
to the Rules of “Bereke” money transfer system

**NOTIFICATION ON REGISTRATION / CLOSING OF ACCESS TO THE USERS OF  
THE PARTICIPANT OF “BEREKE” SYSTEM**

(name of the system participant)

Item No.	Full name	Role in the system (Accountant / Teller / Cashier)	Name of the money transfer point	Address of the money transfer point	Status (Registration / Closing of Access)	Date of commencement / completion

We confirm that all the necessary technical works on setting up a secure communication channel for “Bereke” system have been carried out.

Title of the authorized representative: \_\_\_\_\_

L.S. \_\_\_\_\_ /full name  
(signature)

\_\_\_\_\_, 20\_\_



**ANNEX 14**  
 to the Rules of “Bereke” money transfer system

**NOTIFICATION ON RELOCATION OF THE USER OF THE PARTICIPANT OF  
 «BEREKE» MONEY TRANSFER SYSTEM \_\_\_\_\_**

(name of the system participant)

Item No.	Full name	Role in the system (Accountant / Teller / Cashier)	Current		New		Date of relocation
			Name of the money transfer point	Address of the money transfer point	Name of the money transfer point	Address of the money transfer point	

We confirm that all the necessary technical works on setting up a secure communication channel for “Bereke” system have been carried out.

Title of the authorized representative: \_\_\_\_\_

L.S. \_\_\_\_\_ /full name  
 (signature)  
 \_\_\_\_\_, 20\_\_

**Bank**  
 L.S. \_\_\_\_\_ /full name  
 (signature)  
 \_\_\_\_\_, 20\_\_

**System Participant**  
 L.S. \_\_\_\_\_ /full name  
 (signature)  
 \_\_\_\_\_, 20\_\_