

NATIONAL BANK OF THE REPUBLIC OF BELARUS

RESOLUTION OF THE BOARD OF THE NATIONAL BANK
OF THE REPUBLIC OF BELARUS

March 29, 2001, No.66

Minsk

On approval of the Instruction on Bank Transfer

(As amended by Resolutions of the Board

of the National Bank dated:

August 30, 2001 No. 226

June 27, 2002 No. 116

December 26, 2002 No. 251

June 26, 2003 No. 119

December 30, 2003 No. 226

April 29, 2004 No. 69

January 10, 2005 No. 1

September 28, 2005 No. 133

December 28, 2006 No. 222

December 20, 2007 No. 225

August 13, 2008 No. 113

June 26, 2009 No. 87

July 30, 2009 No. 127

August 30, 2010 No. 370

February 13, 2012 No. 45

June 28, 2012 No. 329

November 19, 2012 No. 583

April 04, 2014 No.216

November 25, 2014 No. 716

May 23, 2016 No. 266

February 21, 2017 No. 73

January 29, 2018 No. 35

October 05, 2018 No. 451

June 28, 2019 No. 273)

By virtue of the twenty first and twenty sixth paragraph of Article 26, the first part of Article 39, the third part of Article 232 of the Banking Code of the Republic of Belarus, the Board of the National Bank of the Republic of Belarus RESOLVES:

1. The enclosed Instruction on Bank Transfer shall be approved.
2. The Department of Payment System and Informatization shall refine the mentioned Instruction within 2 weeks, taking into account comments and suggestions made at the Board meeting.
3. The banks of the Republic of Belarus shall be authorized to use payment requests (f. 0401890001), payment orders (f. 0401600002), payment request-orders (f. 0401890004) till February 1, 2001, for non-cash transfer in Belarusian roubles in the form of bank transfers, on condition that the parties to such bank transfer are the customers of the banks of the Republic of Belarus.
4. The following shall be deemed null and void:

Regulation on Non-Cash Settlement in the Republic of Belarus, as approved by Resolution of the Board of the National Bank of the Republic of Belarus dated December 27, 1996 (Minutes No.36) (Bulletin of Legal and Regulatory Acts, 1997, No.10);

Annex 1 to Regulation on Non-Cash Settlement in the Republic of Belarus dated January 31, 1997, No.849 (registration No. 1819/12 of April 11, 1997), as approved by the Board of the National Bank of the Republic of Belarus on December 31, 1998, No. 148 (Minutes No.19.2 of December 29, 1998) (National Register of Legal Acts of the Republic of Belarus, 1999, No.7, 8/17);

Resolution of the Board of the National Bank of the Republic of Belarus dated June 24, 1999, No.9.7 “On Approval of Annex 2 to Regulation on Non-Cash Settlement in the Republic of Belarus dated January 31, 1997, No.849 (registration No. 1819/12 of April 11, 1997)” (National Register of Legal Acts of the Republic of Belarus, 1999, No.58, 8/598);

Resolution of the Board of the National Bank of the Republic of Belarus dated November 25, 1999, No.25.4 “On Approval of Amendments and Alternations in the Regulation on Non-Cash Settlement in the Republic of Belarus, as approved by Resolution of the Board of the National Bank of the Republic of Belarus dated December 27, 1996 (Minutes No.36)” (National Register of Legal Acts of the Republic of Belarus, 2000, No.16, 8/2033);

Instruction on International Settlement in the Form of Bank Transfer, as approved by Minutes of the Meeting of the Board of the National Bank, Republic of Belarus, dated December 23, 1997, No.28.10 (Bulletin of Legal and Regulatory Acts, 1998, No.3);

Resolution of the Board of the National Bank of the Republic of Belarus dated July 9, 1999, No.11.5 “On Approval of Annex 1 to Instruction on International Settlement in the Form of Bank Transfer dated January 6, 1998, No.2 (registration No.2238/12 of January 16, 1998)” (National Register of Legal Acts of the Republic of Belarus, 1999, No.60, 8/639);

Resolution of the Board of the National Bank of the Republic of Belarus dated June 24, 1999, No.9.11 “On Approval of the Procedure of Release of Settlement Documents in Case of Assignment and Transfer of Debt” (National Register of Legal Acts of the Republic of Belarus, 1999, No.59, 8/621);

Resolution of the Board of the National Bank of the Republic of Belarus dated November 25, 1999, No.25.3 “On Approval of the Instruction on Non-Cash Transactions in Foreign Currency in the Territory of the Republic of Belarus” (National Register of Legal Acts of the Republic of Belarus, 2000, No.10, 8/2009);

Resolution of the Board of the National Bank of the Republic of Belarus dated September 28, 2000 No.24.11 “On Making Amendments and alternations in the Instruction on Non-Cash Transactions in Foreign Currency in the Territory of the Republic of Belarus, as approved by Resolution of the Board of the National Bank of the Republic of Belarus dated November 25, 1999, No.25.3” (National Register of Legal Acts of the Republic of Belarus, 2000, No.101, 8/4255);

Resolution of the Board of the National Bank of the Republic of Belarus dated November 25, 1999, No.25.7 “On Approval of the Explanation of Control of Settlement Documents Unpaid When Due from the Special Credit Account” (Bulletin of Legal and Regulatory Acts, 2000, No.3);

Resolution of the Board of the National Bank of the Republic of Belarus dated December 30, 1999, No.29.2 “On Approval of the Procedure of Inventory of Overdue Payment

Document Records” (National Register of Legal Acts of the Republic of Belarus, 2000, No.17, 8/2592);

Resolution of the Board of the National Bank of the Republic of Belarus dated May 18, 2000, No.11.7 “On Approval of the Instruction on Direct Debit, on the Basis of Enforcement Documents, of Funds in Belarusian Roubles in Favour of Nonresidents Keeping No Accounts with the Banks of the Republic of Belarus” (National Register of Legal Acts of the Republic of Belarus, 2000, No.55, 8/3545).

5. Paragraphs 1 and 4 of the present Resolution shall come into effect from July 1, 2001.

Chairman of the Board

P.P. Prokopovich

APPROVED

Resolution
of the Board
of the National Bank
of the Republic of Belarus
March 29, 2001 No.66
(as reworded by Resolution of the Board
of the National Bank No. 583 dated
November 19, 2012)

INSTRUCTION on Bank Transfer

ARTICLE 1 GENERAL PROVISIONS

1. This Instruction determines the procedure of non-cash settlement in Belarusian roubles and foreign currency in the form of bank transfer on the grounds of payment instructions issued through submission of settlement and other documents stipulated for by the present Instruction.

2. For the purposes of this Instruction the below terms shall have the following meanings:

advice note – means a message of the correspondent bank, confirming crediting of funds (credit note) to the account or debit transfers (debit note) from the account with the bank sent by mail or in electronic format. Account statement shall be deemed an advice note containing information on credit to and/or debit from the account for a certain period;

payer's acceptance – means the payer's prior consent to pay the payment request with acceptance and direct debit payment request

bank – means a bank which is a resident or nonresident;

correspondent bank – means a bank with which correspondent relationships are established. The banks with which only sample signatures of authorized persons and/or test keys have been exchanged shall be the correspondent banks bank's account opening;

nonresident bank – means a bank and a non-bank credit and financial institution established in compliance with the legislation of a foreign country and located outside the Republic of Belarus;

resident bank – means a bank and a non-bank credit and financial institution acting in such capacity in compliance with the legislation, and also the National Bank;

bank transfer – means a sequence of operations aimed at execution of the payer's or beneficiary's (recoverer's) payment instruction according to which the bank shall send, to the other bank, an interbank payment order to transfer funds in favour of the beneficiary (recoverer). The sending bank and the receiving bank (the bank servicing the beneficiary (recoverer) are the same entity if settlements between the payer and beneficiary are carried out in the same bank. Operations for over-the-counter cash depositing in the bank branch that has the branch ID (the bank with no branch network) with their subsequent crediting to the account opened with the same bank branch (the bank with no branch network) shall not be deemed the bank transfer;

beneficiary – means the bank customer in which favour bank transfer is made; the receiving bank may be the bank transfer beneficiary;

extrajudicial direct debit – means writing the funds off the payer’s account without its/his consent in accordance with the recoverer’s payment requests on the grounds of enforcement documents, where statutorily provided (hereinafter “payment requests without payer’s acceptance);

recoverer – means a customer initiating direct debit from the payer’s account in compliance with the legislation. The bank itself may be the recoverer of bank transfer;

intra-bank transfer – means bank transfer made only with the participation of resident banks;

value date – means the date, since which the amount of money is not (in case of debiting from the account) or is (in case of crediting the account) available to the account holder;

monetary funds (currency) – means Belarusian roubles and/or foreign currency;

customer identification – means a method of recognition of a customer with a view to confirming its/his rights to transfer an electronic document or electronic message by using safety procedures established by the bank;

enforcement documents – means notary writs, other enforcement documents being the same in compliance with the legislation, decisions (orders) of authorized government bodies (officials) or duplicates of mentioned documents; decisions of banks authorized to make direct debits, as well as copies of orders for imposition of an administrative penalty;

customer – means a legal entity, individual entrepreneur (hereinafter “The Legal Entity” unless otherwise stated), notary, lawyer engaged in practice of law on an individual basis (hereinafter “The Lawyer”), other bank, natural person served by the bank with respect to bank transfer-related operations;

clearing – means a pre-settlement process of transfer, reconciliation and (in some cases) confirmation of interbank payment orders; this process includes offset of amounts indicated in such payment orders and evaluation of cleared balance for making settlements on terms specified by interbank correspondent agreements (contracts);

clearing transfer – means interbank clearing-based transfer carried out in accordance with interbank correspondent agreements (contracts);

clearing currency – means currency in which clearing transfers are made;

clearing account – means an account to which clearing transfer operations are posted by the bank;

correspondent relationships – means cooperation between the banks carried out in accordance with the interbank correspondent agreement (contract) signed in compliance with requirements of the national and/or international legislation;

correspondent account – means an account opened by any bank for another bank for carrying out interbank transfers in accordance with interbank correspondent agreements (contracts);

limit on balance of clearing account – means the amount remaining on clearing account, agreed by the banks, up to which clearing transfer operations during the settlement period are possible;

interbank transfer – means a part of bank transfer which includes transfer of funds through the correspondent or clearing account on the grounds of the interbank [payment instruction](#);

interbank payment instruction – means a payment order, interbank payment request (for direct debiting and chargeback), other payment document issued by the bank to the other bank with a view to executing the payment instruction of the bank transfer initiator, instructing the bank to transfer funds in favour of the beneficiary. The kind, form, contents, method of transmission of the interbank payment instruction, the language in which such instruction is issued shall be specified as required by law, in particular, this Instruction and other regulatory legal acts of the National Bank, with due regard for the rules of the interbank settlement system, international payment (telecommunication) systems, automated information system within the single settlement and information space, other data transmission systems (hereinafter “the systems for settlements (data transmission), requests, interbank agreements (contracts);

international bank transfer – means bank transfer carried out with the participation of a nonresident bank;

international clearing transfer – means a clearing-based interbank transfer carried out by the resident and nonresident bank through the clearing account;

mandatory details – means the details indicated in mandatory fields of the settlement document in accordance with the requirements of this Instruction and other legislative acts;

transfer of funds combined with conversion, purchase, sale – means the bank transfer in currency other than currency of account from which such funds are debited, in accordance with the requirements of regulatory and legal acts of the National Bank governing the procedure of currency trading, and this Instruction;

payment instruction – means instruction of the bank transfer initiator to the sending bank to transfer a certain amount in favour of the beneficiary by means of submission of settlement documents, use of payment instruments for carrying out certain operations, submission and use of other documents and instruments in cases provided by the National Bank. The bank itself may be the bank transfer initiator;

payer – means a customer, at the expense of which/whose funds the bank transfer is carried out. The sending bank itself may be the bank transfer payer;

verification of an electronic document (electronic message) – means actions aimed at confirmation of integrity and authentication of an electronic document (electronic message) by using safety procedures established by the bank with respect to the requirements of the legislation;

safety procedure – means a set of organizational measures as well as software and hardware tools for information protection meant for verification, by the bank with respect to the requirements of the legislation, of an electronic document (electronic message) and identification of a customer which/who has submitted such document (message) to the bank through the remote banking systems;

direct debit – means a type of bank transfer that provides for execution of the beneficiary’s payment requests through writing off the funds from the sending bank’s correspondent account on the grounds of the international payment request of the receiving bank in accordance with payer’s acceptance;

settlement document – means a payment instruction of the bank transfer initiator in the form of a payment order, payment request, payment slip;

settlement period – means a period agreed by the banks, upon expiration of which the banks shall settle a clearing account balance formed as of the last day of the mentioned period;

remote banking system – means a set of banking service and bank operation technologies using software and hardware tools and telecommunication systems, ensuring bank-customer interaction, in particular, transmission of electronic documents and electronic messages;

loro account – means a correspondent account of a correspondent bank opened with a resident bank;

nostro account – means a correspondent account of a resident bank opened with a correspondent bank;

electronic enforcement document – means an enforcement document produced and submitted to the bank in the form of an electronic document;

electronic settlement document (electronic payment order, electronic payment request, electronic payment slip) – means a settlement document (payment order, payment request, payment slip) in the form of an electronic document made with respect to the requirements of the regulatory and legal acts of the National Bank;

electronic message – means a message in electronic form, which is connected with banking operations carried out by the bank or contains information on performed money transfers or other information on services rendered or being rendered by the bank; such message is transmitted (received) through remote banking systems in accordance with the contract signed between the bank and the customer and with observance of safety procedures.

The terms “electronic document”, “electronic document authenticity”, “electronic document integrity” and “digital signature” shall be used in the meanings defined in Article 1 of the Law of the Republic of Belarus dated December 28, 2009, No.113-Z “On Electronic Document and Digital Signature”.

The terms “residents” and “nonresidents” shall be used in the meanings defined in Article 1 of the Law of the Republic of Belarus dated July 22, 2003, No.226-Z “On Currency Exchange Regulation and Currency Control”.

The term “electronic payment document” shall be used in the meaning defined in the Instruction on the Procedure of Operation of the Automated Interbank Settlement System of the National Bank, Republic of Belarus, and Effecting Interbank Settlements in BISS System, as approved by Resolution of the Board of the National Bank of the Republic of Belarus, dated June 26, 2009, No.88.

The terms “instant payment” and “instant payment system” shall be used in the meanings defined in sixth and eleventh paragraph of Clause 3 in the Instruction on the Procedure of Operation of the Instant Payment System and Implementation of Instant Payments as approved by the Resolution of the Board of the National Bank of the Republic of Belarus dated November 20, 2018, No.540.

3. Payment instructions as well as other documents provided for by this Instruction (hereinafter “other documents”) shall be drawn up and submitted to the banks on paper, in the form of electronic documents or electronic messages via remote banking systems.

The method of drawing up of payment instructions (the document made on paper, electronic document, electronic message), the type of the remote banking system shall be specified by the legislation or the contract signed by and between the bank and the customer.

4. Any additional information required by the bank for banking transfer may be submitted in electronic form, in case this is stipulated by the contract signed with the payer. When necessary, banks may fix the maximum amount for one electronic document or electronic message containing additional information on debiting the customer's account or the maximum amount of such electronic documents or electronic messages accepted and executed by the bank during the specified period per customer.
5. Settlement documents shall contain details and marks according to Annexes 1 – 3.

Settlement documents (except for payment slips) drawn up in the form of electronic documents shall be generated and reproduced in accordance with technical regulatory legal acts of the National Bank which establish requirements to the processes of generation and printout of electronic documents used for execution of banking operations.

Settlement documents (except for payment slips) drawing up on paper shall be made according to the electronic settlement document representation format stipulated in technical regulatory legal acts of the National Bank, which specify the requirements to the processes of generation and reproduction on paper of electronic documents used for execution of banking operations.

Payment orders shall be drawn up:

according to the form prescribed by Annex 4 – for international bank transfers and intrabank transfers;

according to the form prescribed by Annex 4¹ – for intrabank transfers.

Settlement documents drawn up on paper, as well as electronic settlement documents reproduced on paper (hereinafter “the copy of a settlement document”), except for collective payment order and payment slip, shall maintain their form and integrity and shall not exceed A4 format size (210 x 297 mm). Reading of bank details shall not be difficult to discern.

With a view to automated processing of paper documents the banks may add subfields within any fields in accordance with the procedure established by the bank.

When drawing up a settlement document on paper or reproducing an electronic settlement document on paper using software and hardware tools:

space between the lines indicating vertical borders of the filled in fields and symbols defining the meaning of required information shall not be less than 9 petit, and space between the lines shall correspond to one interline spacing;

the used fonts shall be not less than 9 petit, similar to Times New Roman style in Microsoft Word common face or similar word processing applications. Oblique font shall not be used for filling in the settlement documents.

6. Settlement and other documents shall be drawn up in the Belarusian or Russian languages, unless otherwise specified by this Instruction.

Information in appropriate fields of the settlement document, other documents may be indicated in the form of conventional symbols (alphabetic or digital code), which list and explanations shall be specified by the bank with due account for legal requirements. Abbreviation of the text which does not occlude or mutilate its comprehension is permitted, in particular, using generally known abbreviations.

Settlement and other documents on paper shall be filled in using software and hardware tools in black type. Natural persons may fill in settlement and other documents in handwriting with ballpoint pen ink or writing ink of black, blue or violet colour. Signatures shall be affixed with ballpoint pen ink or writing ink of black, blue or violet colour.

Application of a barcode or indication of other information (needed by the bank) outside the fields of the settlement document or register of payment requests drawn up on the form prescribed by Annex 11 is possible in accordance with the procedure established by the bank.

7. The following shall be affixed on the first copies of paper payment orders, payment requests, standing payment orders, registers of payment requests, applications for acceptance of payment requests, applications for revocation (change) of payment instructions, applications for suspension of execution of payment requests:

signature(s), initials, name(s) of official(s) of a legal entity who is(are) authorized to manage funds on the account;

signatures, initials, names of an individual entrepreneur, notary, lawyer or any other persons authorized by them to manage funds on the account.

The first copies of paper payment orders, payment request, standing payment orders, registers of payment requests, applications for revocation (change) of payment instructions, applications for suspension of execution of payment requests of natural persons shall bear the signature of the natural person or a person authorized by him/her to manage funds on the account.

Should the settlement or other documents submitted on paper bear the seal impression, the bank shall not verify such seal impression.

The first copies of paper settlement documents of the bank (except for the payment slip) shall bear the signature(s), initials, name(s) of the authorized person(s) of the bank.

The documents stipulated for by parts one, two and four of the present item and generated in the form of electronic documents shall bear digital signature(s) of the official(s) of the legal entity, digital signatures of an individual entrepreneur, notary, lawyer, natural person, authorized person of the bank if transfer is made on behalf of the bank.

The documents stipulated for by parts one – three two of the present item generated in the form of electronic messages shall be confirmed by legal entities, authorized person(s) of the bank of transfer is made in the bank's name, or by an individual entrepreneur notary, lawyer, natural person through the use of software and hardware tools.

8. The bank shall accept the documents in electronic form using the remote banking systems with observance of safety procedures and legal requirements in accordance with the

contract signed between the bank and the customer. The mentioned contract shall contain the following:

rights, obligations, responsibilities of the parties arising during exchange of documents in electronic form;

procedure of dispute settlement;

grounds for suspension or ceasing of remote banking, in particular, in case of failure of software and hardware ensuring such remote banking and procedure of informing the customers of the same;

grounds for renewal of acceptance of documents in electronic form;

means of customer identification and procedure of application thereof;

kinds of electronic banking used for exchange of documents in electronic form, and requirements to them;

procedure of confirmation of documents in electronic form, as well as the list of persons authorized to confirm such documents by digital signature or by other means enabling to ensure their integrity and authenticity;

other provisions agreed between the parties not inconsistent with law.

Interbank transmission of documents provided for by this Instruction shall be effected in electronic form through international payment systems, international telecommunication payment reporting systems, financial information transmission system, and/or republican centralized system for exchange of interbank correspondence in the form of electronic documents, as well as other information exchange systems in accordance with the contracts.

9. Based on the results of processing of the customer's document delivered to the bank in the form of electronic documents, electronic messages, the bank shall generate and send to the customer the appropriate electronic message stipulated by the contract signed between the bank and the customer.

Complete information on effected operations (actions done) in the form eligible for visual browsing and reproduction, with due account for the requirements established by this Instruction for paper documents, shall be saved during processing of documents delivered to the bank in electronic form.

The bank shall suspend or cease customer servicing through the remote banking systems in the following cases:

violation, by the customer, of procedures and provisions of the contract;

failure of software and hardware tools ensuring remote banking;

unauthorized access to the customer account;

other cases stipulated by the contract.

10. The bank shall keep electronic documents, including electronic enforcement documents, electronic messages delivered to the bank or generated (sent) by the bank in the format (form) in which they have been received, generated (sent), in accordance with the

procedure established by the bank taking due account for requirements of the legislation on archives and documentation management.

Copies of electronic settlement documents reproduced on paper shall contain mandatory details (except for signatures, initials and names of the payer, beneficiary, recoverer) and bear the bank's mark in the form of impression of a stamp (hereinafter "the bank stamp") or the bank's mark made through the use of software and hardware tools, containing the date of execution (processing), bank name and code, number of the executive in charge (of the bank stamp) **and/or ID of the bank's computer-aided system engaged in execution of operation**, and, when necessary, other details specified by the bank in compliance with the laws on information, informatization and information protection.

11. Settlement and other documents drawn up on paper or generated by the customers in the form of electronic documents, electronic messages shall be submitted to the servicing bank within ten calendar days from the day immediately following the day of drawing up the same.

12. In cases provided for by the legislation on actions to be taken to prevent legitimization of the proceeds of crime and the financing of terrorism and financing the weapons of mass destruction proliferation:

12.1. the following shall be additionally indicated in the payer's payment instruction:

domicile and/or place of stay or details of the payer's identity document (if the payer is a natural person, individual entrepreneur);

identification number of the identity document (if the payer is a natural person, individual entrepreneur). Should no identification number be contained in the identity document, then the name, series, number, date of issue of the payer's identity document, the issuing body shall be indicated.

12.2. the number of payer's, bank's payment instruction shall be deemed the number of financial operation.

13. When effecting bank transfer, the banks are obliged to verify settlement and other documents for their authenticity, completion, and order of mandatory details indication in compliance with the requirements of this Instruction, unless otherwise specified by the legislative acts. Responsibility for reliability and validity of information indicated in settlement and other documents shall be borne by the payer, beneficiary (recoverer) which/who has drawn up such documents.

The banks shall not check settlement documents for availability of information on the purpose of payment, except as required by law, in particular, by this Instruction and contracts signed between the bank and the customer.

14. During execution (procession) of payment instructions and other documents submitted to the bank on paper the date of receipt, bank stamp indicating the date of execution (processing) of such payment instruction and other document, bank name and code, number of the executive manager and, when necessary, other details specified by the bank shall be indicated thereon. Executed payment instructions and other documents submitted to the bank on paper shall additionally bear the signature of the executive manager.

During execution (procession) of payment instructions and other documents submitted to the bank in the form of electronic documents and electronic messages the date and time of

receipt of such documents, date of execution (processing), number of the executive manager and/or ID of the bank's computer-aided system engaged in execution of operation shall be recorded.

15. The sending bank shall accept payment instructions for execution according to the same priority as they have been delivered to the bank, unless other priority provided for by the legislative acts.

Payment instructions accepted for execution by the sending bank shall be executed in full amount on the day or their receipt. Should the funds on the customer account be insufficient, such payment instructions shall be executed in accordance with the procedure established by items 28, 32¹, 37, 51, 65, 66 of this Instruction.

Should payment instructions and other documents be delivered after the close of the banking day, they shall be executed on the immediately following banking day.

16. When generating the interbank payment orders, the sending bank shall indicate the details of the executed payment instruction of the payer, beneficiary (recoverer), date of receipt, name of the correspondent bank (when necessary) through which the transfer must be effected, value date, other information.
17. The banks shall issue the copies of settlement documents or interbank payment instructions to the customer, send electronic documents and electronic messages confirming debiting the account (crediting the account) or issue the copies thereof in accordance with the procedure established by this Instruction. Any electronic message sent by the bank shall identify the executed payment instruction and contain the number of the executed electronic document or electronic message (if any), code of the servicing bank, date and time of payment, number of the payer's account, number of the beneficiary's account, amount and code of currency used for payment or any other information provided for by the contract or the respective remote banking system.

The account statement (without enclosure of other confirming documents) containing all necessary information on bank transfer may serve as a document which confirms conducting of customer account operations. Procedure of submission of such account statement to the customer shall be specified in the contract signed between the bank and the customer.

18. The payer, beneficiary (recoverer) may revoke (change) payment instructions given to the servicing bank before the bank takes practical steps to execute the same in accordance with the procedure established by this Instruction. The following shall be deemed practical steps:

crediting the correspondent loro account;

sending the interbank payment instruction to the correspondent bank with a view to executing the payment instruction of the bank transfer initiator;

other actions stipulated for by the legislation.

Payment orders where the payment status is specified as "instant" cannot be revoked (modified).

The application for revocation (change) of the payment instruction shall contain the date, number and amount of the payment instruction; name and number of the payer's account;

name of the payer's bank, name and number of the beneficiary's (recoverer's) account, name of the receiving bank and other necessary information. Such application shall be submitted in two hard copies or in the form of electronic documents, electronic messages:

by the payer to the sending bank, in respect of payment instructions issued or accepted by the payer;

recoverer to the servicing bank, in respect of payment requests.

To confirm the receiving of application, the servicing bank shall send the copy of application with the marks provided for by paragraph 14 of this Instruction or the message in the form of an electronic document or electronic message to the customer.

The beneficiary's (recoverer's) application for revocation (change) of the payment instruction received by the servicing bank shall be sent to the sending bank. In the form of an electronic document.

When receiving the application for revocation of the payment instruction, the sending bank shall cancel the mentioned payment instruction in accordance with the procedure established by item 22 of this Instruction.

When receiving the application for change of the payment instruction details, the executive in charge of the sending bank shall be guided by such mentioned application.

The procedure of safekeeping of applications for revocation (change) of the payment instruction shall be established by the bank with due respect to legislative requirements.

Should it be impossible to revoke (change) the payer's payment instruction, the sending bank shall no later than the next banking day notify the payer thereof; should it be impossible to revoke (change) the beneficiary's (recoverer's) payment request, the sending bank shall notify the receiving bank (the beneficiary's (recoverer's) servicing bank), indicating the grounds of rejection of such application for revocation (change) of the payment instruction.

Special aspects of revocation (change) of settlement documents drawn up by the payers (recoverers) in respect of the current (settlement) banking account (hereinafter "The Current Account") and kept in the file of overdue settlement documents (hereinafter "The File") are specified in Article 8 of this Instruction.

19. In case of non-execution, improper execution of payment instructions the bank shall refund money to the payer, beneficiary (recoverer), correspondent bank in compliance with the legislation.

For non-execution, improper execution, by the bank, of payment instructions of the customer, beneficiary (recoverer), correspondent bank, the bank shall be liable in accordance with the procedure established by the legislation, contract signed with the customer or correspondent bank, apart from cases when the bank is discharged from liability as required by the applicable legislation.

Funds mistakenly credited to the beneficiary's account shall be refunded by such beneficiary or refunded in a legal procedure. Another procedure of refunding of mistakenly credited funds is provided by item 20 of this Instruction, local legal act of the bank relative to transfers when the sending bank and the receiving bank is the same entity.

Funds mistakenly credited to the account of a nonresident bank shall be refunded in accordance with the procedure established by the interbank correspondent agreement (contract).

Funds mistakenly credited (in particular, due to a clerical mistake) to budgetary funds accounts as well as to budgetary funds current accounts shall be subject to refund by the beneficiary with due account for legislative requirements.

20. The bank guilty of a clerical mistake occurred during bank transfer at the expense of the payer or correspondent bank or during crediting the received funds to account of the beneficiary or correspondent bank, which mistake led to debiting (crediting) in the amount less than that fixed in the payment instruction, shall transfer (charge) the insufficient payment, unless otherwise provided for by the contract signed between the bank and the customer, the correspondent bank.

The bank guilty of a clerical mistake occurred during bank transfer, in which result the funds have been credited to account of the improper beneficiary or credited in the amount exceeding the same fixed in the payment instruction (hereinafter “the improper beneficiary account”) shall send a notification of a clerical mistake of the bank to the receiving bank. In case of bank transfer in Belarusian roubles the notification of a clerical mistake shall be sent in the form specified in Annex 12. The notification of a clerical mistake may be sent to the receiving bank in the form of electronic documents, electronic messages.

On the day when the notification of a clerical mistake of the bank is received, the receiving bank shall assure the indicated amount of money on the improper beneficiary account and repay it by the payment slip no later than the immediately following banking day prior to effecting any other debit operations related to such account. The notification of a clerical mistake shall be kept in the documents of the receiving bank.

Should the funds be credited due to a clerical mistake to improper beneficiary account on which any debit operations have ceased in consequences of garnishment of such account and/or suspension of operations, the receiving bank shall, no later than on the banking day immediately following the day of receipt of the notification of the bank’s clerical mistake, apply to the bodies (officials) which/who have made the order (decision) for garnishment of such account (decision on suspension of operations on account) in accordance with the legislative acts (hereinafter “the bodies (officials) which/who have made a decision on limitation of operations on account”) for authorization to refund. The receiving bank shall refund of the assured amount from the mentioned account by the payment slip no later than the banking day immediately following the day when authorization is received from all bodies (officials) which/who have made a decision on limitation of operations on account. Should funds be insufficient (unavailable) for execution of notification of the bank’s clerical mistake in full amount, such notification shall be executed as and when funds arrive in such beneficiary account.

Should at least any one of the bodies (officials), which/who have made a decision on limitation of operations on account, rejects refunding such amount of money credited due to a clerical mistake, the receiving bank shall, no later than the banking day immediately following the day of receipt of such rejection, cancel the assurance of the required amount of money and effect operations on the improper beneficiary account in compliance with the legislation, of which fact it shall notify the bank guilty of such clerical mistake on the same day.

21. The banks shall not accept from the customers any settlement and other documents for execution (for collection) in the following cases:

breach of requirement to their drawing up and procedure of filling in mandatory details as established by Annexes 2 and 3, other regulatory legal acts governing the procedure of non-cash settlement;

existence of alterations and erasures;

difficult reading of details;

mismatch between payer's, beneficiary's (recoverer's) signatures in the settlement or other document, and the authorized signatures notified to the bank; unavailability of signatures in the settlement or other document;

failure of the electronic document or electronic message to pass safety procedures of the bank;

submission of the settlement or other document after the deadline fixed by paragraph 11 of this Instruction.

The sending bank shall not accept any payment instructions for execution in the following cases:

the payer lacks of legal grounds for transfer of funds;

failure by the payer to submit appropriate documents in cases provided for by the legislative acts or regulatory legal acts of the National Bank, or inconsistency between such payment instructions and data contained in such submitted documents;

mismatch between the account number of the payer who is a natural person, notary, lawyer and payer's identification number; and between the account number of the payer who is a natural person and his/her name, given name, patronymic (if any) or any other detail enabling to identify such payer unequivocally.

in cases provided for by item 26, part one of item 50, part one of item 63 of this Instruction.

22. Settlement and other documents on paper not accepted by the bank for execution or collection shall be returned no later than the banking day immediately following the day of their receipt by the bank to:

the payer if drawn up by the payer;

the beneficiary (recoverer) through the servicing bank if drawn up by the beneficiary (recoverer).

The reverse sides of first copies of settlement and other documents shall contain the reason of return, number of the Article and/or paragraph of the legislative act on which ground such return is effected, and shall bear signature of the executive manager and the bank stamp. The enforcement document not expired to be submitted for execution shall bear the bank stamp.

Settlement and other documents delivered to the bank in the form of electronic documents and electronic messages and not accepted by the bank for execution (collection) shall be

cancelled by the bank. On the same day the bank shall generate an electronic message indicating the grounds for rejection, number of the Article and/or paragraph of the legislative act on which ground such return is effected, numbers, dates, and amounts of electronic documents and electronic messages, numbers of accounts and names of the payer and beneficiary, other necessary information, and send it to the payer or beneficiary (recoverer) through their servicing bank.

Payment requests not accepted for execution shall be recorded by the sending bank in a separate log with indication of the payer's name and account number; beneficiary's name and account number; number, date, and face amount of the payment requests; name and/or code of the receiving bank; reasons of non-execution of such payment requests. The log may be kept in electronic form. Electronic message regarding payment requests not accepted for execution may be sent by the sending bank to the payer in accordance with the procedure established by the contract signed between the bank and the customer.

ARTICLE 2 PAYMENT ORDER

23. The payment order shall be used for effecting international and internal bank transfers.

Payment orders shall be submitted by the payer to the sending bank in two paper copies (except as otherwise provided by the contract signed between the bank and the customer) or in the form of electronic payment orders.

24. When effecting international bank transfer, the **payer's name**, beneficiary's name and address (if necessary) shall be indicated in the payment order in the English language or in the language of the country of the beneficiary using Roman script.

The name of the nonresident bank and its address shall be indicated in the English language or in the language of such bank's country using Roman script, depending on which variant is currently accepted in the international banking community and is used in reference databases. The "Purpose of payment" field shall be filled in the English language or in the language of the beneficiary's country using Roman script, and shall contain the translation of filled in details in the Russian (Belarusian) language.

The payment order may be completed in the Russian language if funds are transferred to the Russian Federation, and to other countries subject to availability of interbank agreements.

The sending bank shall have the right to transliterate the Russian text (reproduce the Russian text using Roman script) if it is unreasonable to transmit the payment instruction to the correspondent bank using the Russian script, as well as may require from the customers that they should make such transliteration when filling in the details of the payment order.

25. In case of compliance with the regulatory and legal acts of the National Bank governing the procedure of currency exchange operations and subject to availability of adequate funds on account, the payer shall have the right to give the sending bank the payment order for effecting bank transfer combined with conversion, purchase, sale. Operations of account debiting in case of transfer combined with conversion, purchase, sale may be documented by a payment slip of the bank subject to existence of payment instructions in

the contract signed between the bank and the customer or availability of the standing payment order.

26. When accepting payment orders, the sending bank shall verify their authenticity, drawing up, and filling in of mandatory details in compliance with the requirements of this Instruction, and shall not accept the payment orders for execution in cases listed in Item 21 of this Instruction and in cases as follows:

funds on the payer's account, **inclusive of overdraft provided**, are insufficient for execution of the payment order, unless otherwise specified by this Instruction;

the payment order where the payment status is specified as «instant» cannot be executed through the instant payment system;

the payment order where the payment status is specified as «instant» was received when the bank already had unexecuted payment instructions with the lesser payment priority code as compared with the payment priority code specified in the payment order;

it is impossible to carry out conversion, purchase, sale of currency for execution of the payment order in compliance with the requirements of legal acts including the acts governing the procedure of currency exchange operations, or at the exchange rate instructed by the payer.

The payer's payment orders not accepted for execution shall be returned (cancelled) in accordance with the procedure established in item 22 of this Instruction.

27. When effecting bank transfer in foreign currency, the executive manager of the sending bank shall, if necessary, indicate on the payment instruction, prior to its execution, the name and/or code of the correspondent bank through which such transfer should be effected, the value date, and shall affix his/her signature.
28. In case of sufficient funds on the payer's account the payment order shall be executed in full amount. In case of insufficient (unavailable) funds on the payer's current account the payment order, which has to be placed to the tickler file in accordance with item 82 of this Instruction, shall be executed partially. Partial payment of the payment order shall be documented by the payment slip.

The first copy of the executed payment order shall be placed by the sending bank to the daily accounting records. The second copy of the payment order, executed electronic payment order, payment slip shall be sent to the payer, unless otherwise provided for by the contract signed between the sending bank and the payer.

29. The customer may draw up the payment order for transfer, to the receiving bank, of funds meant for crediting to accounts or payment to the beneficiary(ies) (who is/are natural person(s)) according to the list. Such list shall be submitted by the payer to the sending bank together with the payment order or to the receiving bank subject to availability of the contract signed between such payer and the receiving bank, which contract governs crediting or payment of monetary funds to natural persons (hereinafter "the contract for funds payment").

The payer shall be responsible for reliability of information contained in the list as well as for matching between the total amount of funds to be charged to accounts of natural persons and/or paid to natural persons, and the amount instructed by the payment order.

For crediting of funds from operations with natural persons a summary account or provisional cash management account may be used. The number of the respective account shall be indicated in the payment order in compliance with requirements of regulatory legal acts of the National Bank.

“The Purpose of payment” field shall contain the number and date of the list, number and date of the contract for payment (when necessary), and the record of submission of the list to the receiving bank.

The record “Attachment to payment order dated _____ 20__ No. _____”, as well as the number and date of the list, name of the payer shall be indicated on the first page of the list. The list shall contain the name, given name, patronymic (if any) of a natural person; the amount, account number of such natural person in compliance with requirements of regulatory legal acts of the National Bank, or details of the identity document of such natural person; address of residence or stay of such natural person (when necessary); the total amount of funds in the list shall be indicated on the last page. Each page of the list shall be certified by payer’s signatures in accordance with samples of signatures and seal submitted to the bank.

Should the sending bank and the receiving bank be the same entity, the list of beneficiaries who are natural persons may be submitted without any payment request in accordance with the contract signed by and between the bank and the customer. Should this be the case, the record “Attachment” to payment order dated _____ 20__ No. _____” may be omitted. The payer’s account shall be debited by virtue of the payment slip.

30. When submitting the list to the sending bank, the executive manager shall check matching between the signatures of officials mentioned in the list, and samples of signatures notified to the bank, as well as between the total amount of funds in the list and the face amount of the payment order. The executive manager shall affix his/her signature and bank stamp on the last page of the list. The list shall be sent to the receiving bank for crediting the accounts or payment of funds to the beneficiaries who are natural persons. The electronic payment instrument containing the list of natural persons may be sent by the banks in accordance with the procedure established by technical regulatory legal acts of the National Bank.

If the sending bank and the receiving bank is the same entity, procedure of transfer of funds meant for crediting to accounts of the bank employees shall be prescribed by the bank.

31. When the list is submitted directly to the receiving bank, the contract for funds payment shall provide for the procedure of the list submission as well as the need for submission, to the receiving bank, of the banking sample signature cards authenticated in accordance with the procedure established for bank account opening by the legislation.

The receiving bank shall be entitled to specify, in the contract for payment, the period of keeping the funds on provisional cash management account, as well as the possibility of refund to the payer upon expiration of such specified period should the beneficiary fail to appear.

The list shall be kept by the bank in the daily accounting records.

Should the Treasury Bodies transfer the funds according to the list, every sheet of such list shall be certified with signatures of officials of the fund manager (recipient) (bodies authorized to carry out refund from the republican budget, local budgets and/or state non-budgetary funds) and seal impression. The number and date of the Treasury Body's payment order documenting bank transfer for payment according to the list need not be indicated on the first sheet.

32. On the grounds of signed contracts, payers may submit the lists to the bank in the form of electronic documents, electronic messages. The procedure of submission of lists and responsibility for breaking the conditions of such submission shall be specified in the contracts signed between the bank and the payer with due respect to the legislative requirements.
- 32¹. In cases provided by the contract signed by and between the sending bank and the payer or in cases specified by the sending bank, the payer may submit to the sending bank via the remote banking system a collective payment order in the form of an electronic document which is a payment order to transfer funds for the benefit of more than one beneficiary who are natural persons, both maintaining accounts with the sending bank and other banks, and receiving cash money in different banks when funds are transferred for their benefit without opening an account.

The collective payment order shall indicate:

payer's name and account number;

name and code of the sending bank;

names and codes of the receiving banks;

purpose of payment;

names, given names and patronymics (if any) of beneficiaries who are natural persons;

numbers of accounts of beneficiaries who are natural persons (if available in the receiving banks);

numbers of summary accounts or provisional cash management accounts with the receiving banks, as well as details of identity documents of such natural persons, and residential address or address of stay when necessary (should beneficiaries who are natural persons have no accounts with the receiving banks);

total amount of the collective payment order as a sum of all transfers for the benefit of beneficiaries who are natural persons;

total amounts of funds transferred to every receiving bank for the benefit of beneficiaries who are natural persons'

amounts of funds transferred for the benefit of every beneficiary who is a natural person;

other necessary information specified by the bank in compliance with the laws on information, informatization and information protection.

The form of the collective payment order shall be determined by technical regulatory legal acts of the National Bank that set requirements to electronic documents used for execution of bank transfers.

The collective payment order shall may be executed using provisional cash management accounts.

To transfer funds to other banks, the sending bank shall, on the grounds of the collective payment order, generate interbank payment instructions to transfer funds for the benefit of beneficiaries who are natural persons per every receiving bank indicated in such collective payment order.

Should the funds available on the payer's account be insufficient for execution of the collective payment order in full, the sending bank is allowed to pay the same within the limit of funds available on such payer's account through generation of the payment slip in accordance with the contract signed between the bank and the payer.

Procedure of revocation of the collective payment order shall be specified in the contract signed between the sending bank and the payer with due regard for requirements set forth in item 18 of this Instruction. Procedure of information recording in the statement of account shall be specified in the contract signed between the sending bank and the payer with due regard for requirements set by local regulatory legal acts of the National Bank.

The sending bank shall refund money available on provisional cash management accounts, in the amount equal to the amount of transferred funds, for the benefit of any one or more beneficiaries who are natural persons.

Repayment, to the payer, of funds transferred to the receiving bank(s) on the grounds of the collective payment order for the benefit of any one or more beneficiaries who are natural persons shall be executed:

upon application of the sending bank drawn up in the name of the bank or the payer;

without such application in case of mistaken crediting of funds, closing the beneficiary's account, other cases provided for by the legislation.

The form of an application for revocation shall be specified by the banks in local legal acts.

33. Should it be necessary to transfer, to the account of a natural person, the funds kept on such person's account opened with another bank, the payment order shall be submitted to the bank for collection in three copies.

The executive manager of the receiving bank shall check the existence of such person's account with another bank, belonging of such account to the mentioned natural person. The executive manager shall inscribe "Collection", affix his/her signature and bank stamp on all copies of the payment order accepted for collection. The first copy of the payment order shall be sent to the sending bank, the second copy shall be kept by the receiving bank, the third copy shall be served to the natural person.

The payment order received through collection shall be executed by the sending bank in accordance with the procedure established by this Instruction. Should there be no or insufficient funds on the natural person's account, the payment order shall be returned to the receiving bank for subsequent delivery to the natural person. The reason of non-execution shall be indicated, as well as the signature of the executive manager and bank stamp shall be affixed on the reverse side of the payment order. Payment orders not accepted for execution shall be registered by the bank in the log in accordance with the procedure established by part four of item 22 of this Instruction.

34. To make recurring payments for the benefit of one or more beneficiaries, payment instructions may be given by the payer to the sending bank as a standing payment order, which shall be drawn up according to form developed by the bank and containing details mandatory for payment orders, and submitted to the sending bank in a single paper copy (except as otherwise provided by the contract between the bank and the customer) or in the form of an electronic document, electronic message

With consent of the bank the payer shall be entitled to make, in such standing payment order, a record relating to procedure of evaluation, by the bank, of the amount of transfer instead of “Amount and currency”, “Amount in digits” details; and establish the procedure and frequency of funds advance to (receipt by) the bank instead of indication of numbers and dates of documents; and also provide for other conditions of execution of such standing payment order and fix its validity period.

35. When accepting the standing payment order from the payer, the bank shall check correctness of its filling in, in accordance with the procedure established by the bank.

The bank shall not accept the payer’s standing order for execution in cases specified by item 21 of this Instruction, and also in case of noncompliance, by the payer, with the requirements set forth in item 34 of this Instruction. Return (cancellation) of payer’s standing payment orders not accepted for execution shall be carried out in accordance with the procedure established by item 22 of this Instruction.

In case of transfer, to the natural person’s account, of funds kept on such natural person’s account with another bank, the standing payment order may be presented for execution through collection in accordance with the procedure established by item 33 of this Instruction for payment orders.

The procedure of safe keeping of payment orders accepted from the customers shall be established by the bank.

36. Recurring debiting from the payer’s account shall be documented by the payment slip. Name of the settlement document, its number and date, full information on payment contained in the standing payment order, names, numbers and dates of documents which are the grounds for payment (if such information is available in the standing payment order), other additional information on payment details shall be indicated in the “Purpose of payment” field of the payment slip. When executing the standing payment order, receiving the applications for cancellation of the standing payment order by the sending bank, expiration of the standing payment order, closing payer’s account, the standing payment order (together with the payment slip or application, when necessary) shall be placed to daily accounting records of the sending bank. The executive manager of the sending bank shall make a record, in such standing payment order, of the date and reason of its placing to daily accounting records, which record shall be certified by the signature of executive manager and bank stamp.
37. The bank shall not execute the standing payment order in case of unavailability or insufficiency of funds on the payer’s account and/or existence of payment tickler file of the payer’s current account.

ARTICLE 3
SPECIAL ASPECTS OF BANK TRANSFER WITHOUT PAYER’S ACCOUNT
OPENING AND/OR FOR FULL AMOUNT

38. Legal entities, notaries, lawyers and natural persons may transfer funds without opening their accounts with the sending bank in cases stipulated for by the legislation, both with and without payment order issuance.

Transfer of funds without account opening shall be effected at the expense of funds paid by the notary, lawyer, natural person or representative of the legal entity to the cash desk of the bank. Cash resources shall be accepted by the cash desk of the sending bank in accordance with the procedure established by the bank with due regard for regulatory legal acts of the National Bank.

Balance sheet accounts for provisional cash management shall be used for management of cash accepted for transfer to another bank without account opening.

39. To effect bank transfer without opening an account by a legal entity, the name of the legal entity, and name and initials of the representative of such legal entity, payer's identification number (hereinafter UNP) of such legal entity, as well as details of the identification document of the representative of such legal entity shall be indicated in the "Payer" field of the payment order. The payment order shall be certified by the signature of the representative of the legal entity. When accepting the payment order for execution, the executive manager of the sending bank shall verify matching between data indicated in the payment order and data indicated in the identification document of the representative of the legal entity.

Details in the "Payer" field of the payment order drawn up for bank transfer without account opening shall be indicated by the notary, lawyer, natural person in accordance with the requirements of this Instruction.

In cases stipulated for by the legislation on actions to be taken to prevent legitimization of the proceeds of crime and the financing of terrorism and financing the weapons of mass destruction proliferation, the bank transferring funds of the payer who is a natural person or individual entrepreneur shall verify matching between data indicated in the payment order and data indicated in the submitted identification document of the payer.

40. Intrabank transfers without payer's account opening may be effected on the grounds of documents evidencing of cash acceptance by the cash desk of the bank and containing the details required for cash transfer (in particular, with due account for the requirement of item 39 of this Instruction) without issuance of payment orders by the sending bank customers.
41. Transfer for the benefit of the beneficiary of funds withdrawn from the payer(s) account(s) and/or accepted from the payer(s) in cash may be documented by the payment order or payment slip of the sending bank for full amount of funds using balance sheet accounts for provisional cash management, subject to opening the payment register. The name of the legal entity; name, given name, patronymic (if any) of the natural person or individual entrepreneur, notary, lawyer; account number (if any); separate amounts of money; numbers and dates of payment instructions; other information (when necessary) which is recorded in payment instructions of the payer (in particular, with due account for requirements of the legislation on actions to be taken to prevent legitimization of the proceeds of crime and the financing of terrorism and financing the weapons of mass destruction proliferation) or which should be indicated in accordance with the respective data interchange system shall be contained in the payment register for each payer.

The sending bank shall deliver the payment registers to the receiving bank in electronic form through issuance of the register- bearing electronic payment documents in accordance with the procedure established by the technical regulatory and legal acts of the National Bank, or through the automated information system of the single information and settlement area in accordance with the procedure established by such system regulations. The registers may be submitted directly to the beneficiary in cases provided for by the contracts signed between the sending bank and the beneficiary.

Transfer of funds withdrawn from accounts of the payer or accepted from the payer in cash may be documented by the payment order or payment slip of the bank without opening the payment register.

ARTICLE 3¹ SETTLEMENTS BY DIRECT DEBIT OF ACCOUNT

- 41¹. Settlements by direct debit of account shall be used for BYN-denominated interbank transfers to pay for goods (work, services), in particular, as an advance payment, on the grounds of the contract signed by and between the payer and the beneficiary providing for settlement by direct debit of account (hereinafter “transaction contract”)
- 41². Settlements by direct debit of account shall be executed by the bank on the grounds of contracts signed by and between the payer (beneficiary) and its/his servicing bank (hereinafter “the direct debit contract”).

The terms and conditions of the direct debit contract may be provided in any other contract signed between the payer and the sending bank, beneficiary and the receiving bank.

The direct debit contract signed between the sending bank and the payer shall indicate the payer’s account for settlements by direct debit. Such mentioned contract may provide for:

possibility to provide overdraft facilities of the payer’s account for settlements by direct debit or provide any other type of lending to the payer;

procedure of furnishing the sending bank with the payer’s acceptance and other documents related to settlements by direct debit;

procedure of furnishing the payer with the documents related to settlements by direct debit by the sending bank;

procedure of revocation, by the payer, of payer’s acceptance sent to the settlement (data transfer) system in accordance with requirements of item 41⁴ of this Instruction;

other terms and conditions.

The following shall be indicated in the direct debit contract signed by and between the receiving bank and the beneficiary:

the beneficiary’s account for settlements by direct debit;

procedure of furnishing the receiving bank with payment requests for direct debit and other documents related to settlements by direct debit by the beneficiary;

procedure of sending documents related to direct debit settlements by the receiving bank to the beneficiary;

other terms and conditions.

- 41³. Consent to settlements by direct debit shall be deemed given by the payer when the acceptance is sent to the sending bank via remote banking systems, where the following is indicated:

- the number and date of transaction;
- acceptance interval not exceeding the period of the transaction contract;
- beneficiary's tax identification number and number of account in the sending bank;
- beneficiary's tax identification number and number of account in the receiving bank;
- code of the sending bank;
- code of the receiving bank.

The sending bank shall send the payer's acceptance to the settlement (data transfer) system where the payer's acceptance is assigned a unique number enabling to unambiguously determine that payment is made in accordance with the transaction contract.

The form of payer's acceptance shall be specified in technical regulatory legal acts of the National Bank.

The payer's acceptance with its assigned unique number shall be sent by the settlement (data transfer) system to the sending bank to inform the payer, and to the receiving bank to inform the beneficiary.

- 41⁴. The payer's acceptance may be revoked from the settlement (data transfer) system at the initiative of the payer or the sending bank.

Revocation of the payer's acceptance shall be sent by the payer to the sending bank via remote banking systems.

The payer's acceptance shall be revoked by the sending bank in the following cases:

- failure by the payer to fulfill its/his obligations under the direct debit contract;

- expiration of the direct debit contract;

- closing of the payer's account for settlements by direct debit;

- imposing restrictions on the payer's account for settlements by direct debit (seizure of cash; suspension of transactions; availability, in the bank, of settlement documents placed to the tickler file);

- existence of ruling of court of the region (city of Minsk) on initiation of insolvency (bankruptcy) proceedings against the payer, or information stating that the payer is undergoing liquidation (cessation of activities) or is excluded from the Unified register of Legal Entities and Individual Entrepreneurs;

- in other cases provided for by the direct debit contract signed by and between the sending bank and the payer.

The form of the payer's acceptance revocation shall be specified by technical regulatory legal acts of the National Bank.

Revocation of the payer's acceptance generated by the payer or the sending bank shall be sent by the sending bank to the settlement (data transfer) system where the acceptance shall be cancelled.

Notice of the payer's acceptance cancellation shall be sent by the settlement (data transfer) system to the sending bank to inform the payer, and to the receiving bank to inform the beneficiary.

- 41⁵. To initiate payment in accordance with the direct debit contract, the beneficiary shall submit its/his direct debit payment request to the receiving bank via remote banking systems. The unique number of acceptance shall be indicated in the payment request structured field destined for indication of number of the document which is the ground for payment.
- 41⁶. The receiving bank may not accept any direct debit payment request for execution if terms and conditions stipulated in item 21 of this Instruction are not complied with.

Based on the direct debit payment request accepted for execution, the receiving bank shall generate the interbank direct debit payment request with indication of the unique number of acceptance; such payment request shall be sent to the settlement (data transfer) system on the same banking day.

- 41⁷. The interbank direct debit payment request may not be accepted for execution by the settlement (data transfer) system if such system lacks the unique number of the payer's acceptance or if details of the direct debit payment request fail to correspond to the details of the payer's acceptance.

The electronic message in regards to the interbank direct debit payment request not accepted for execution by the settlement (data transfer) system shall be generated, with indication of the reason of non-acceptance, on the same banking day and sent to the receiving bank.

The receiving bank shall notify the beneficiary of non-execution of the direct debit payment request submitted to the receiving bank, in accordance with the notification procedure established by the direct debit contract signed by and between the receiving bank and the beneficiary.

- 41⁸. The interbank direct debit payment request accepted by the settlement (data transfer) system shall be executed on the same banking day through writing-off the amount of payment indicated in such interbank direct debit payment request from the correspondent account of the sending bank and charging it to the correspondent account of the receiving bank.

Information on the effected payment (number, data, amount of the direct debit payment request) shall be kept in the settlement (data transfer) system during the period provided for by item 41¹⁰ of this Instruction for refunding.

The amount received through direct debit shall be charged by the receiving bank to the provisional cash management account and shall be kept there within three banking days, unless otherwise provided for by the direct debit contract signed by and between the beneficiary and the receiving bank. Upon expiration of such mentioned period the amount of payment received through direct debit shall be charged by the receiving bank to the beneficiary's account indicated in the direct debit contract.

- 41⁹. After payment is made from the sending bank's correspondent account, the sending bank shall write-off the amount of payment from the payer's direct debit account on the same banking day, unless otherwise provided for by the direct debit contract signed by and between the payer and the sending bank. The electronic message or any other document confirming such payment shall be sent to the payer.

The procedure of arrangements between the sending bank and the payer in case of restrictions imposed on the payer's direct debit account (suspension of transactions; seizure of cash; availability, in the bank, of settlement documents placed to the tickler file) shall be established in the contract signed by them.

- 41¹⁰. The sending bank may revoke any effected payment within three banking days from writing-off cash from its correspondent account in the following cases:

failure by the payer to fulfill its/his obligations under the direct debit contract;
on the grounds of the payer's application.

The form of the payer's application for revocation of payment shall be specified by the sending bank.

Should payment be revoked, the sending bank shall generate the interbank payment revocation request indicating the number, date of the interbank direct debit payment request, amount of payment, and send it to the settlement (data transfer) system.

Should payment be revoked on the grounds of the payer's application, the sending bank shall charge the received funds to the payer's direct debit account indicated in the payer's acceptance.

No funds may be refunded upon expiration of three banking days after writing off funds from the sending bank's correspondent account.

- 41¹¹. Should the settlement (data transfer) system have no data on any effected payment which is recalled or should information indicated in the interbank payment revocation request fails to correspond to information kept in the settlement (data transfer) system, an electronic message stating the reasons of non-acceptance of such interbank payment revocation request for execution shall be immediately sent to the sending bank

Should the interbank payment revocation request be accepted, such payment shall be refunded through writing off the amount of payment from the correspondent account of the receiving bank and charging it to the correspondent account of the sending bank. The receiving bank shall notify the beneficiary of refunding on the same banking day.

Should the receiving bank charge funds on the beneficiary's account, the procedure of refunding from the beneficiary to the receiving bank shall be specified in the contract signed by and between them.

- 41¹². Any disputes arising between the beneficiary and the payer in the course of settlement by direct debit shall be settled in accordance with terms and conditions of the contract signed by and between them.

ARTICLE 4
PAYMENT REQUEST WITH PAYER'S ACCEPTANCE

42. The payment request with payer's acceptance shall be used for effecting intrabank transfers of funds for shipped goods, performed work, rendered services, and in other cases provided for by the contract signed by and between the beneficiary and the payer.

Payment request with payer's acceptance shall be used for settlements **from accounts** of the payer which/who is a legal entity, individual entrepreneur, notary, lawyer, natural person.

According to the contract signed by and between the payer and the beneficiary, drawing up of the payment request may be combined with sale. An entry on consent to sell foreign currency at the rate fixed by the National Bank shall be made in the payer's application for acceptance.

43. The beneficiary shall submit payment requests to the receiving bank for collection in one paper copy together with the register of payment requests, or in the form of electronic payment requests.

When drawing up the payment request, the number and date of the contract (legal arrangement, agreement or any other document) entered into with the payer which is the ground for making payment with due regard for requirements of technical regulatory legal acts of the National Bank that allow computer aided processing of payment requests shall be indicated by the beneficiary in established sub-fields of the "Purpose of payment" field.

The register of payment requests on paper shall not be issued if the beneficiary of the payment request is the bank.

44. When receiving payment requests for collection, the executive manager of the receiving bank shall check their authenticity, drawing up, and filling in of mandatory details in accordance with requirements of this Instruction.
45. The receiving bank shall not accept payment requests for collection in cases provided for by part one of item 21 of this Instruction. Return (cancellation) of beneficiary's payment requests unaccepted for collection shall be carried out in accordance with the procedure established by item 22 of this Instruction.

The register of payment requests mentioned in item 43 of this Instruction shall be served, or an electronic message indicating the number, date, and amount of the payment instruction, numbers of accounts and names of the payer and beneficiary, date and time of acceptance thereof for collection, and other necessary information shall be sent to the beneficiary on the same banking day to confirm acceptance of payment request for collection.

46. Payment requests accepted by the receiving bank during the banking day shall be delivered to the sending bank in the form of electronic payment documents no later than the following banking day in accordance with the procedure established by technical regulatory and legal acts of the National Bank. The receiving bank shall ensure completeness and integrity of information contained in the customer's payment requests, capability for computer-aided processing of the number and date of document which is a

ground for making payment, and shall bear responsibility for its improper transfer in compliance with the legislation and contract signed between the bank and the customer.

Code of the sending bank, code of the receiving bank and name of the correspondent of the receiving bank shall be indicated by the receiving bank when necessary.

47. The sending bank shall execute the payment request on the grounds of the application for acceptance submitted by the payer in two paper copies (except as otherwise specified in the contract signed between the bank and the customer) or in the form of electronic document, electronic message.

The form of the application for acceptance shall be developed by the bank independently. The application for acceptance shall contain the name and tax identification number of the payer and number of account from which payment requests shall be paid out, names of beneficiaries, numbers and dates of signed contracts under which payment requests are thought to be paid on the day of their receipt, other necessary information.

When accepting the application request, the executive manager of the sending bank shall write down the marks on all copies provided for by parts one and two of item 14 of this Instruction. The second copy of the application for acceptance shall be sent to the payer, except as otherwise specified in the contract signed between the payer and the sending bank. Procedure of acceptance of the application for acceptance submitted in the form of electronic document or electronic message, as well as procedure of its revocation and changing shall be established by the contract signed by and between the bank and the payer.

Applications for acceptance shall be kept in the sending bank in accordance with the procedure established by the bank.

48. Procedure of acceptance of the payment request for which the payer is the bank shall be established by the bank.
49. The sending bank shall verify authenticity of the electronic payment request received from the receiving bank, availability of mandatory details, and correspondence of information on the number and date of document which is the ground for making payment, payer's tax identification number to the data indicated in the application for acceptance.
50. The sending bank shall not accept electronic payment requests for execution in cases specified by item 21 of this Instruction, as well as in the following cases:
- authenticity of the electronic payment request is not confirmed;
 - the customer has failed to submit the application for acceptance;
 - information indicated in the electronic payment request mismatches with data indicated in the application for acceptance;
 - the sending bank has the ruling of economic court of the region (city of Minsk) as to commencement of insolvency (bankruptcy) proceedings against the payer, or information stating that the payer is undergoing liquidation (cessation of activities).

Electronic message in respect of electronic payment requests unaccepted for execution shall be sent to the receiving bank on the same banking day, as is provided for by part three of item 22 of this Instruction.

51. Electronic payment requests accepted for execution shall be subject to payment no later than the banking day immediately following the day of their receipt by the sending bank, and for full amount subject to sufficiency of funds on the payer's account.

Should there be insufficient funds on the payer's account, payment requests shall be paid within the funds available on the account. Information on execution of the payment request within the funds available on the account shall be indicated by the sending bank in the "Purpose of payment" field of the electronic payment document.

Copies of the payment slip, executed electronic payment request shall be delivered, or duplicate copies thereof shall be served, to the payer, unless otherwise provided for by the contract signed between the sending bank and payer.

Should no funds be available on the account, payment requests shall be cancelled. Electronic message provided for by part three of item 22 of this Instruction shall be sent by the sending bank to the receiving bank.

ARTICLE 5
PAYMENT REQUEST WITHOUT PAYER'S ACCEPTANCE
(EXTRAJUDICIAL DIRECT DEBIT)

52. Payment request without payer's acceptance (extrajudicial direct debit) shall be used for intrabank transfers. When effecting international bank transfers, payment requests without acceptance shall be used in accordance with the procedure established by item 55 of this Instruction.
53. For recovery of funds by an incontestable procedure in cases provided for by the legislative acts, the recoverer shall submit, to the servicing bank, the payment request for collection drawn up in three copies taking account of matters of details specified in this Article, as well as the enforcement document and two copies of the register of payment requests.
54. Recovery of funds by an incontestable procedure on the grounds of enforcement documents issued by the courts, notaries, enforcement agents may be carried out together with conversion, purchase, sale, or with sale – on the grounds of enforcement documents issued by the Ministry of Finance and its territorial bodies, main financial departments (offices) of local executive and regulatory authorities, taxation and customs bodies, bodies engaged in administrative proceedings, territorial offices of the Social Welfare Fund of the Ministry of Labour and Social Welfare, banks, which are authorized bodies for uncontested collection to the state budget in compliance with the legislative acts. Responsibility for relevance of presentation of enforcement documents with conversion, purchase, sale shall be borne by the recoverer.

For execution of such mentioned payment requests the exchange rate shall be applied, fixed by the sending bank for currency exchange operations with the participation of legal entities or natural persons as of the date of debiting the payer's account, unless otherwise is specified by legal acts.

Debiting the payer's account (if the account pattern provides for such debiting), when recovery is combined with conversion, purchase, sale, shall be carried out without submission of application provided for by regulatory legal acts of the National Bank governing the procedure of exchange operations, to the bank.

55. In cases when the court judgment is awarded (notary's enforcement inscription is made) in favour of the non-resident having no account with the resident bank, the payment request in favour of such non-resident shall be drawn up and submitted to the resident bank by the person authorized by such non-resident (hereinafter "The Authorized Person"). The resident or non-resident having account with the resident bank may be the authorized person.

The details of the non-resident in which/whose favour the judgment is awarded (notary's enforcement inscription is made) and its/his account number shall be indicated in the "Beneficiary" field, and details of the bank servicing such mentioned non-resident, and correspondent of such servicing bank shall be indicated in "Receiving bank" and "Correspondent of the receiving bank". Signature, initials, name of the authorized person shall be affixed in the "Signature of the beneficiary" field.

The original document in the Russian or Belarusian languages or the copy thereof, evidencing the authorized person's powers, shall be enclosed by such authorized person to the payment request.

56. Payment requests for recovery of funds by an incontestable procedure, together with enforcement documents may be submitted to the bank for collection in the form of electronic payment requests and electronic enforcement documents – in cases provided for by the legislation and in accordance with the procedure established by the contract signed between the bank and the customer.
57. The register of payment requests shall not be issued if the beneficiary of such payment request is a bank or if the electronic payment request is submitted for collection together with electronic enforcement document.
58. When accepting payment requests for collection, the bank servicing the recoverer, apart from checking correctness of their issuance and filling in mandatory details, shall also check availability of the enforcement document, matching of the amount of the payment request with the amount subject to recovery under such enforcement document. If marks of partial payment are made in the enforcement document, the sum indicated therein less total amount of previously paid sums shall be deemed the sum of such enforcement document. The sum indicated in the payment request shall be less or equal to the sum subject to recovery under the enforcement document.
59. Enforcement documents shall be submitted by the recoverer within the statute of limitations fixed for submission of enforcement documents for execution in accordance with the legislation.

Should the enforcement document provide for recovery from two or more payers but contain no statement that the recovery is joint and several, payment requests drawn up separately for each payer shall be submitted by the recoverer to the servicing bank. The enforcement document shall be enclosed to every payment request.

Should the enforcement document contain the statement that the recovery is joint and several, enforced collection of funds available on account of the particular payer, in whole or in part, shall be carried out at the discretion of the recoverer which/who shall make the payment request for debiting the account of the particular payer.

60. The bank servicing the recoverer shall not accept payment requests for collection in cases established by part one of item 21 of this Instruction, other regulatory and legal acts governing extrajudicial direct debit, and also in cases when:

the enforcement document is unavailable;

the paragraph is deleted;

the amount indicated in the payment request is larger than the amount indicated in the enforcement document;

the number and date of the enforcement document, name of the payer indicated in such enforcement document do not match with the number and date of the enforcement document, name of the payer indicated in the payment request.

Payment requests unaccepted for collection shall be stroked from the register of payment requests by the executive manager and returned together with enforcement documents to the recoverer which/who has submitted the same. Electronic message in regard to unaccepted electronic payment requests shall be sent to the recoverer as is provided for by part three of item 22 of this Instruction.

61. The first copy of the register of payment requests shall be kept by the receiving bank, the second copy shall be sent to the beneficiary (recoverer). Electronic message containing the number, date and amount of the payment request; numbers of accounts and names of the payer and recoverer; date and time of acceptance of the payment request for collection, other necessary information shall be sent to the beneficiary (recoverer) with regard to the payment request accepted for collection.

Payment requests together with enforcement documents accepted by the bank in paper copies during the banking day shall be sent to the sending bank no later than the immediately following banking day. Electronic payment requests together with electronic enforcement documents accepted by the bank during the banking day shall be sent to the sending bank in the form of electronic payment documents on the same day in accordance with the procedure established by technical regulatory legal acts of the National Bank. The bank servicing the recoverer shall ensure completeness and integrity of information contained in electronic payment requests and electronic enforcement documents of the customer and shall bear responsibility for improper transmission thereof in compliance with the legislation, contract signed between the bank and the customer (recoverer).

62. When receiving payment requests, the sending bank shall check correctness of their drawing up, filling in mandatory details in compliance with this Instruction, authenticity of electronic payment requests and electronic enforcement documents.

63. The sending bank shall not accept payment requests for execution in cases specified by item 21 of this Instruction, other legislative acts governing direct debiting, and also in cases when:

the paper payment request has no mark of acceptance for collection made by the bank servicing the recoverer, or authenticity of the electronic payment request and electronic enforcement documents is not confirmed;

the enforcement document is unavailable;

statute of limitations for submission of the enforcement document for execution has expired;

the amount indicated in the payment request is larger than the amount indicated in the enforcement document;

the number and date of the enforcement document, name of the payer indicated in such enforcement document do not match with the number and date of the enforcement document, name of the payer indicated in the payment request;

the payer's tax identification number indicated in the payment request does not belong to the payer named in such payment request;

the sending bank has the ruling of economic court of the region (the city of Minsk) as to commencement of insolvency (bankruptcy) proceedings against the payer, or information stating that the payer is undergoing liquidation (cessation of activities).

The sending bank shall, no later than the following banking day, send paper payment requests unaccepted for execution, as well as the enforcement document, to the bank servicing the recoverer for subsequent delivery thereof to the recoverer. Electronic message regarding unaccepted electronic payment requests, provided by part three of item 22 of this Instruction, shall be sent to the bank servicing the recoverer.

When payment requests together with enforcement documents are submitted for enforcement, sending banks shall not control lawfulness of funds recovery from payer's accounts by an incontestable procedure.

64. Paper payment requests accepted for execution shall be payable in full amount subject to availability of funds on the payer's account, no later than the banking day when they are received by the sending bank. The first copy of the executed paper payment request shall be placed to the daily accounting records of the sending bank; the second and third copies as well as the enforcement document shall be delivered to the payer. Should the amount of the executed paper payment request be less than that of the enforcement document, particularly with due regard for indication of the total amount of partial payments, the second paper copy of such payment request shall be sent to the payer and the third copy together with the enforcement document shall be returned to the recoverer through the servicing bank.

Electronic payment requests received during the banking day shall be executed by the banks on the same day. The copy of the executed electronic payment request and the electronic enforcement document shall be sent or duplicate copies thereof shall be issued to the payer.

65. Payment requests claimed on the current account of the payer which is a legal entity, for which payout there is lack of funds on such account, shall be executed partially. Partial payout of the payment request shall be documented by the payment slip. The name of the settlement document under which such partial payment is made, its number, date and amount, full information on such payment contained in the payment request, number and date of the enforcement document shall be indicated in the "Purpose of Payment" field of the payment slip.

Unexecuted (partially executed) payment requests claimed on the current account of the payer which is a legal entity shall be placed to the tickler file within the outstanding

amount. The third copy of the partially paid (unpaid) payment request shall be served, copies of the electronic payment request and electronic enforcement document shall be sent, to the payer, or duplicate copies thereof shall be delivered to the same bearing marks of the bank, which are made on copies of the payment request placed to the tickler file, unless otherwise provided for by the contract signed between the bank and the payer.

66. Should the funds on the account of the payer who is a notary, lawyer, natural person, or on any account other than the current account of the payer which is a legal entity be insufficient on the date when the payment request is received by the bank, such settlement document shall be executed by the bank on the same day in full amount or partially on the basis of current receipts and having regard to the possibility inter-bank settlements in accordance with rules and procedures of BISS system, other payment (telecommunication) systems.

In all copies of paper payment requests the amount indicated therein shall be strikeout and another amount shall be indicated next to it, in which the payment request shall be payable. The enforcement document enclosed to such payable payment request shall bear the mark of payable amount made by the sending bank and shall be certified by the bank stamp, signatures of the executive manager.

The record of paid amount shall be made on the reverse side of all paper copies of the partially executed payment request. All copies of the payment request shall be certified with the signature of the executive manager and stamp of the sending bank. The first paper copy of the payment request shall be placed to the daily accounting records of the sending bank, the second copy shall be delivered to the payer, the third copy together with the enforcement document shall be sent to the bank servicing the recoverer for subsequent delivery to the recoverer.

Duplicate copies of the payment slip, executed electronic payment request, and enforcement document shall be sent, or copies thereof shall be served, to the payer with regard to the partially executed payment request, unless otherwise provided for by the contract signed between the sending bank and the payer. Information on execution of the payment request within the amount available on the account shall be indicated by the sending bank in the "Purpose of payment" field of the electronic payment slip.

Should the payment request be not executed at the expense of current receipts and with regard to conditions mentioned in part one of this paragraph, all copies of the paper payment request and the enforcement document shall be returned to the bank servicing the recoverer. The record of the reason of non-execution certified by the signature of the executive manager and bank stamp shall be made on the reverse side of the first copy of the payment request. The reverse side of the enforcement document shall bear the stamp of the bank, date of return, signature of the executive manager of the sending bank.

Electronic message provided for by part three of item 22 of this Instruction shall be sent to the bank servicing the recoverer in regard to unexecuted electronic payment requests.

67. Payment requests drawn up to recover funds from the banks shall be sent to such banks for execution.
68. Procedure and time of execution of payment requests drawn up on the grounds of enforcement documents and claimed on current accounts in Belarusian roubles, destined

for management of funds received from the republican budget, local budgets and/or state non-budgetary funds shall be specified by the legislative acts.

ARTICLE 6 PAYMENT SLIP

69. The payment slip shall be used for bank transfers in Belarusian roubles and foreign currency effected in the name and at the expense of the bank (originator-bank); in the name of the bank but on behalf and at the expense of the customer; in the name and at the expense of customers (originator-customer).

The following shall be carried out by the payment slip:

partial payment of settlement documents (electronic settlement documents) or payment of settlement documents within the account balance;

accounts debiting on the grounds of the standing payment order;

accounts debiting without submission of additional payment instructions by the account owner in cases provided for by the contract signed between the bank and customer;

transfer of customers' funds without opening the account and making use of provisional cash management accounts;

transfer of funds by the banks under their own obligations together with crediting monetary resources to accounts of the customers, proceeds accounts (deposits), and other accounts (including interest payment, repayment of raised funds on deposits, transfer of funds to current account upon expiration of the depositary contract, providing loans, transfer of salary to the bank employees, other payments on accounts), and other operations effected by the bank during bank transfer.

70. The payment slip shall be drawn up on paper in a number of copies specified by the bank, or in the form of electronic payment slip.

The date of issue of the payment slip shall be the date of operation effected on the grounds of such payment slip and recorded on the balance sheet. Should operations be effected by the bank on a holiday or red-letter day and documented by the payment slip, its date may differ from the date of operation recording on the balance sheet.

71. Deleted

72. When partial payment of settlement documents is documented by the payment slip, the number of payment slip copies issued by the sending bank and procedure of use thereof shall correspond to the number and procedure of use of copies of the settlement document under which such partial payment is made.

73. The first copy of the executed payment slip, executed electronic payment slip shall be placed to the daily accounting records of the sending bank. When necessary, the second copy of the payment slip (together with the second copy of the executed payment instruction as applicable) or the electronic payment slip shall be sent to the payer, unless otherwise provided for by the contract signed between the sending bank and the payer.

74. The bank may independently develop and approve the form of the payment slip with regard to the requirements of this Instruction, with a view to executing homogenous operations related to debiting any one account and crediting several accounts or debiting several accounts and crediting any one account (consolidated payment slip), given that accounts of the bank and customer are opened with the same bank.

ARTICLE 7

CREDITING (DEBITING) MONEY TO (FROM) BENEFICIARY'S ACCOUNT

75. Funds received by the beneficiary in the form of bank transfer shall be credited by the receiving bank to the beneficiary's account, given out in cash to the beneficiary, or used in accordance with beneficiary's instructions (if money is received in favour of the beneficiary having no account with the bank).
76. The receiving bank shall credit to the account:

funds received in favour of a legal entity, notary, lawyer – in accordance with its/his account number indicated in the interbank payment order (customer's payment instruction);

funds received in favour of the natural person – in accordance with his account number and/or other details indicated in the interbank payment order (customer's payment instruction) and enabling unambiguous identification of the customer.

Upon receipt of the interbank payment order (credit note) wherein the number of account of the beneficiary (which is a legal entity) is not indicated or the account number mismatches with account numbers opened for the bank customers, the funds shall be credited to the beneficiary (which is a legal entity) which name is indicated in the interbank payment order (credit note) of the correspondent bank.

Should the beneficiary switchover to another bank for servicing, funds received in its/his favour shall be transferred by the bank no later than the banking day immediately following the day of their receipt, in accordance with the application of such beneficiary or the contract signed between the beneficiary and the bank. Should the mentioned application or contract be unavailable to the bank, the funds shall be returned to the sending bank no later than the immediately following banking day.

The receiving bank may refrain from returning the received funds if the sending bank's notice states that such funds were transferred from the self-service machine of the sending bank and it turns to be impossible to find the payer.

Should it turn to be impossible to credit (transfer) monetary funds in accordance with the requirements of parts one–three of this item, such received funds shall be charged by the receiving bank to balance accounts for provisional cash management. The receiving bank shall, no later than the banking day immediately following the day of receipt of such funds, request information from the correspondent bank. Should no response be received, the receiving bank shall return such received funds to the correspondent bank upon expiration:

of one month from the date of request or within other time limits provided for by the interbank correspondent agreement (contract), if the party to bank transfer is a nonresident bank;

of three banking days from the date of request or within other time limits provided for by the interbank correspondent agreement (contract), if the parties to bank transfer in foreign currency are resident banks only;

within the time limits specified by the regulatory and legal acts of the National Bank, if interbank transfers are effected through BISS system.

The receiving bank shall independently decide on the possibility to credit account of the beneficiary (who is a natural person) in case of inaccurate indication of the name, given name, patronymic (if any) of such natural person in the interbank payment order (credit note) of the correspondent bank, and in other cases provided for by part three of item 79 of this Instruction.

77. The beneficiary's account shall be credited with regard to the value date indicated in the interbank payment order (credit note) of the correspondent bank, **unless settlement is effected by direct debit.**

Should the interbank payment order (credit note) of the correspondent bank be received prior to the value date indicated therein, the receiving bank shall credit the funds to the beneficiary's account if this is provided for by the contract signed between the receiving bank and the beneficiary or specified by the bank in case when such bank is a beneficiary of bank transfer.

Crediting the beneficiary's account by the receiving bank upon expiration of the value date indicated in the interbank payment order (credit note) of the correspondent bank shall be permitted in the following cases:

the interbank payment order (credit note) of the correspondent bank for crediting the correspondent account of the receiving bank is received after the value date indicated therein. In such case the account shall be credited on the day when the interbank payment order (credit note) is received from the correspondent bank;

the interbank payment order (credit note) of the correspondent bank for crediting the correspondent account of the receiving bank is received on the value date but after close of banking hours. In such case the account shall be credited on the following banking day;

if the interbank payment order (credit note) of the correspondent bank is received, in which certain details of the beneficiary are indicated incorrectly and for execution of which the receiving bank has made an additional request to the correspondent bank after pre-crediting balance accounts for provisional cash management. In such case funds kept on such balance accounts destined for provisional cash management shall be credited on the banking day when the message is received from the correspondent bank;

the beneficiary is serviced by the branch of the receiving bank. In such case funds shall be credited to the beneficiary's account no later than the banking day immediately following the day when an entry of the amount of transfer is made to the sub-correspondent account opened for such branch with the receiving bank, unless otherwise specified by the regulatory legal acts of the National Bank.

Should the interbank payment order be received by the receiving bank from the sending bank with which the receiving bank has no accounts, the receiving bank shall credit beneficiary's account no later than the banking day immediately following the day when the credit note (statement) is received from the correspondent bank with which the account is opened.

78. Funds in currency different from that received in the beneficiary's favour in the form of bank transfer shall be credited to the beneficiary's account (crediting combined with conversion, purchase or sale of foreign currency) in accordance with terms and conditions of the contract signed by and between the receiving bank and the beneficiary and in compliance with requirements of respective legislative acts.
79. Payment, from the bank cash-desk, of funds received for the beneficiary who is a natural person or transfer thereof on the grounds of the payment order of the beneficiary who is a natural person may be carried out without opening the account in the name of such natural person. In such case any funds received for the natural person shall be credited to the balance accounts destined for provisional cash management.

The amount of transfer shall be paid to the beneficiary or transferred under the beneficiary's payment order after verification of compliance of the name, given name, patronymic (if any), details of his/her identity document (if indicated in the interbank payment order (credit note) of the correspondent bank and/or in the list of beneficiaries-natural persons) with the data contained in the submitted documents.

In case when the name, given name, patronymic (if any) of the beneficiary who is a natural person, details of his/her identity document are inaccurately indicated in the interbank payment order (credit note), as well as in other cases, in particular, in case of identification of the beneficiary in compliance with the legislation on actions to be taken to prevent legitimization of the proceeds of crime and the financing of terrorism and financing the weapons of mass destruction proliferation, the receiving bank shall independently decide on the possibility to pay money to the beneficiary who is a natural person or to transfer such money as instructed by such natural person.

Should no information, required by the receiving bank for payment or transfer of funds, be available in the interbank payment order (credit note) of the correspondent bank (in the list of beneficiaries who are natural persons), the receiving bank shall, no later than the following banking day, take measures for ascertainment of such information. With regard to unascertained transfers, refunding shall be carried out within the time limits provided for by item 76 of this Instruction.

Should the beneficiary fail to appear to collect or transfer funds within seven calendar day, and should the address of residence and/or stay of such beneficiary be available in the interbank payment order (credit note) of the correspondent bank (the list of beneficiaries who are natural persons), the notification of funds received in his/her name may be sent by the bank to such beneficiary, unless otherwise provided for by the contract signed between the receiving bank and the payer or by the rules of the information exchange system.

Where it is impossible to pay out monetary funds due to the beneficiary failure to appear within six months following receipt of the interbank payment order (credit note) of the correspondent bank, the monetary funds can be transferred by the beneficiary bank to deposit of a notary or a court as well as registered by it on a relevant balance sheet account related to registration of settlements with other creditors. Monetary funds from the said account shall be classified as bank's income according to the legislation

80. Should there be no grounds to accept the interbank payment order (credit note) of the correspondent bank for execution and should information on the recipient be available, the

receiving bank shall notify its customers of correspondent banks' payment orders received in their names, in accordance with the procedure established by the bank.

81. Should the notice of cancellation or change of the interbank payment order (credit note) be received from the correspondent bank which has issued the same, and should such interbank payment order (credit note) be not executed, the receiving bank shall be guided by the instructions of the correspondent bank set forth in the notice.

ARTICLE 8
PROCEDURE OF OPERATIONS WITH SETTLEMENT DOCUMENTS
PLACED IN THE TICKLER FILE

82. Should there be no (insufficient) funds on the current account of the legal entity, the following settlement documents shall be subject to acceptance to the tickler file:

payment requests in Belarusian roubles and foreign currency drawn up for direct debiting of funds (payment requests without the payer's acceptance). The enforcement document shall be kept in the bank together with the payment request until such payment request is executed or withdrawn without execution;

payment orders in Belarusian roubles, under which payments shall be subject to execution on an unscheduled and first-priority basis in accordance with the legislation, save as otherwise specified by the banking laws;

payment orders in foreign currency drawn up for transfer of funds to the republican budget, local budgets and/or state off-budget funds.

Other settlement documents, in particular for effecting bank transfer combined with conversion, purchase, sale shall not be placed to the tickler file. Payment requests for recovery of funds combined with conversion, purchase, sale shall be executed in accordance with the procedure provided for by item 66 of this Instruction.

The period of keeping the settlement documents in the tickler file shall be ninety calendar days. Should the expiration of the mentioned period fall on the nonbanking day (day off), such settlement documents shall be subject to withdrawal from the tickler file on the banking day immediately following such nonbanking day (day off).

Keeping electronic settlement documents in the tickler file in electronic form is permitted.

83. The sending bank shall indicate the date of placing to the tickler file on all paper copies of the settlement document, on the duplicate copy of such settlement document. The face amount of the settlement document placed to the tickler file shall be indicated, and signature of the executive manager of the sending bank shall be affixed on the reverse side of the partially paid paper settlement document (duplicate copy of the settlement document).
84. No later than on the banking day immediately following the day of placing the settlement documents to the tickler file, the sending bank shall send the notice regarding:
- payment orders for payment of funds to the republican budget, local budgets, and/or state off-budget funds – to the receiving bank for subsequent delivery to the beneficiary;
- payment requests – to the recoverer through the servicing bank, except as otherwise provided for by the budget legislation.

Date of the notice, date, number, face amount of the settlement documents placed in the tickler file, name and account number of the payer, name and account number of the beneficiary, date of placing the settlement document to the tickler file, and other necessary information shall be indicated in the notice.

The notice shall be transmitted from the sending bank to the receiving bank (bank servicing the recoverer) in the form of electronic documents, electronic messages. The received notice shall be sent by the bank to the beneficiary (recoverer) in accordance with the procedure provided for by the contract.

No notice of settlement documents, partially paid prior to their placement to the tickler file, shall be sent.

85. Payment under the settlement documents kept in the tickler file shall be made as soon as funds are accumulated on current account of the payer, in chronological order of placing thereof in the tickler file, unless other order is established by the legislative acts. Partial payment of the settlement documents shall be made by the payment slip. The name of the settlement document under which partial payment is made, its number, date and amount, complete information on the payment indicated in such settlement document, names, numbers and dates of documents giving grounds for such payment (if such information is available in the settlement document), additional information on details of payment shall be indicated in the "Purpose of payment" field of the payment slip.

In case of partial payment of the electronic settlement document the event history for execution thereof shall be created by the bank.

Should the paper settlement document be withdrawn from the tickler file, the total amount of partial payment shall be indicated thereon certified by a signature of the executive manager of the sending bank.

The payment slip shall be issued to the amount of final payment under the settlement document partially executed previously. Information stating that final payment is made under the settlement document shall be additionally indicated in the "Purpose of payment" field of the payment slip. No marks of the bank provided for by part **one** of item 14 of this Instruction shall be required in case of final payment of the settlement document. The first copies of the settlement document and payment slip shall be placed to the daily accounting records of the bank.

86. Execution of the payment request may be suspended upon application of the recoverer or payer on the grounds of the document of the body which has issued the enforcement document (its superior authority) or on the grounds of the court ruling (hereinafter "The document of suspension of recovery"). The application for suspension of execution of payment requests shall contain the date, number and amount of the payment request; name and account number of the payer; name of the payer's bank; name and account number of the beneficiary (recoverer); name of the receiving bank; name, number and date of the document of suspension of recovery; name of the body or the court which has made such a decision, and other necessary information.

Should execution of the payment request be suspended under the court ruling, the sending bank shall notify thereof the bank servicing the recoverer. During the suspension period, the payment request together with the enforcement document and the document on

suspension of recovery shall be kept in the tickler file, but no longer than ninety calendar days from placing such payment request to the tickler file. Funds received on the payer's account shall be spent for payment of other settlement documents in accordance with priority established by the legislation.

87. The number of the beneficiary's account, details of the receiving bank, priority of payment, and – in cases provided for by the legislation – other details may be changed in the settlement documents kept in the tickler file upon application of the payer, recoverer.

On the grounds of the application the executive manager of the sending bank shall change the details of the paper settlement documents and certify such changes by his/her signature. No changes shall be made in electronic settlement documents. Electronic settlement documents shall be executed with account of the application of the payer, recoverer. The application and executed settlement document shall be placed to the daily accounting records of the bank

Should the number of the payer's account, code of the sending bank change in the period when the paper settlement document is kept in the tickler file, the executive manager of the bank shall change such mentioned details in the settlement document and certify the changes by his/her signature.

88. Settlement documents kept in the tickler file shall be revoked in full amount or in the outstanding amount due and payable. The payment order shall be revoked upon application of the payer; the payment request shall be revoked upon application of the recoverer or payer, with enclosed court ruling (copy thereof drawn up in accordance with the statutory procedure) in which the enforcement document, attached to the payment request mentioned in the application, is declared null and void.
89. The application of the payer, recoverer mentioned in items 86 – 88 of this Instruction shall be drawn up and submitted to the servicing bank in accordance with the procedure established by item 18 of this Instruction.

When transmitting the application in the form of electronic document, electronic message, the bank servicing the recoverer shall ensure completeness and integrity of information contained therein and shall bear responsibility for improper transition thereof in accordance with the legislation, contract signed between the bank and the recoverer.

90. The settlement documents kept in the tickler file may be withdrawn by the sending bank without execution if :

the bank has the ruling of economic court of the region (the city of Minsk) as to commencement of insolvency (bankruptcy) proceedings against the payer, or information stating that the payer is undergoing dissolution (cessation of activities);

the decision to withdraw the settlement documents is made by the authorized bodies;

the settlement document is revoked in accordance with item 88 of this Instruction;

upon expiration of the period of keeping the settlement document in the tickler file;

the customer's current account with the bank is closed;

in other cases provided for by the legislation.

91. Should the ruling of economic court of the region (the city of Minsk) as to commencement of insolvency (bankruptcy) proceedings against the payer, or information stating that the payer is undergoing dissolution (cessation of activities) be received, the sending bank shall withdraw the settlement documents from the tickler file.

No later than the banking day immediately following the day of withdrawal of the settlement documents from the tickler file, the inventory list of withdrawn settlement documents shall be made in two copies, either of which shall be certified by signatures of the executive manager and the person authorized to carry out additional control, the stamp of the sending bank.

The first copy of the inventory list together with the first copies of settlement documents shall be placed to the daily accounting records of the sending bank. The second copy of the inventory list and second copies of payment requests, duplicate copies of electronic settlement documents together with duplicate copies of electronic enforcement documents shall be passed against signature (sent by the registered mail) to the person authorized to manage funds on the payer's account. The period of passing such mentioned documents may not exceed five banking days from receipt of the mentioned ruling of economic court of the region (the city of Minsk) or information stating that the payer is undergoing liquidation (cessation of activities). The second copies of payment requests together with the enforcement documents shall be sent to the recoverer through its/his servicing bank. No tickler file is maintained with respect to account of the payer against which/whom there is the ruling of economic court of the region (the city of Minsk) as to commencement of insolvency (bankruptcy) proceedings against it/him, or information stating that the payer is undergoing dissolution (cessation of activities). Payments from the payer's account shall be made through the payment request of the person authorized to manage funds on such mentioned account.

92. Should the settlement documents be withdrawn from the tickler file by the authorized bodies, the executive manager of the bank shall make, in three copies, the inventory list mentioned in part two of item 91 of this Instructions.

The first copy of the inventory list together with the first copies of the settlement and enforcement documents, duplicate copies of electronic settlement and enforcement documents shall be passed against signature to the representative of the authorized body. The second copy of the inventory list and second copies of the withdrawn settlement documents shall be placed to the daily accounting records of the sending bank. The third copy shall be sent to the payer.

93. In case of withdrawal from the tickler file by reason of revocation, expiration of time of keeping in the tickler file, closing the customer's current account with the bank and in any other cases provided for by the legislation the first copies of the settlement documents shall be placed to the daily accounting records of the sending bank. The second copies of payment orders or the respective electronic message shall be sent to the payer. The second copies of payment requests and enforcement documents shall be sent to the recoverer through the servicing bank.

A record of the reason for withdrawal shall be made on the reverse side of the withdrawn documents by the executive manager of the sending bank, which record shall be certified by signature of the executive manager and bank stamp. The total amount of partial payments (if any), date of return, reason for return (in case of revocation upon application of the payer, with enclosure of the court ruling provided for by item 88 of this Instruction)

shall be indicated by the executive manager of the sending bank, and also signatures of the executive manager and the person authorized to carry out additional control, bank stamp shall be affixed in the paper enforcement documents enclosed to the withdrawn payment requests.

94. Electronic message referring to withdrawn electronic payment requests shall be sent on the same banking day to the bank servicing the recoverer, indicating numbers, dates and face amounts of withdrawn electronic payment requests, account numbers and names of the payer and recoverer, reasons for withdrawal from the tickler file, as well as other necessary information for subsequent delivery (sending) to the recoverer.

As regards withdrawn payment orders drawn up for transfer of funds to the republican budget, local budgets and/or state off-budget funds, the sending bank shall send to the receiving bank the electronic message for subsequent delivery (sending) to the beneficiary, indicating the date, number, face amount of the payment order, amount of withdrawn payment order, name and account number of the payer, name and account number of the recipient, date of withdrawal, reason for withdrawal and other necessary information.

95. Deleted.

ARTICLE 9 GENERAL CONDITIONS OF INTERBANK TRANSFERS

96. Interbank transfers shall be effected in accordance with interbank correspondent agreements (contracts) signed between the banks by means of drawing up the documents signed by the parties, in the form of exchange of letters (tested tele-transmission messages) and/or acceptance of general terms of transaction settlement specified by the legislation of the country of the correspondent bank.

97. Correspondent relations shall be established with opening of the correspondent and/or clearing account (the correspondent bank with account) or without opening of the correspondent and/or clearing account (the correspondent bank without account). The following shall be specified in the agreements (contracts) signed between the banks and their correspondent banks when establishing correspondent relations with opening of correspondent and/or clearing accounts:

names of currency in which correspondent and/or clearing accounts are opened;

procedure of correspondent and/or clearing accounts opening and conduct of transactions within such accounts, including the procedure of exchange of authorized signatures of the officials and/or test keys, procedure of use of digital signatures, timeline for interbank transfers, procedure of charging bank fees and/or fees for service;

the settling period, limit of balance of clearing account (when fixing the same), procedure of settling the limit of balance of clearing account (such provisions shall be included in the agreement (contract) when making clearing payments);

responsibilities of the parties to the agreement (contract), in particular, for delayed interbank transfers;

procedure of settlement of disputes in the event of disagreements;

other conditions which should be agreed upon application of either party.

Interbank transfers between the banks and their correspondent banks under the interbank correspondent agreements (contracts), which do not provide for opening correspondent accounts by such banks, shall be effected through accounts opened by them with other banks or in the name of other banks.

The banks which have signed interbank correspondent agreements (contracts) with correspondent banks shall effect bank operations under the mentioned agreements (contracts) with regard to requirements of the legislative acts.

98. Interbank transfers shall be effected by means of interbank payment orders drawn up on the grounds of payment instructions of the payer. Interbank transfers, except for payments in favour of a nonresident registered in the offshore jurisdiction or of any other person for settlement of obligations to such nonresident or on account opened in the offshore jurisdiction, may be effected through debiting of the bank's correspondent account by the correspondent bank without submission of interbank payment orders on the grounds of the interbank correspondent agreement (contract) signed between them and entitling the correspondent bank to act in such fashion.

Interbank payment orders shall contain complete information on the payer and beneficiary, details of payment with account of conditions provided for by the respective payment system of information exchange system.

The banks may send, to the correspondent banks, the interbank payment orders drawn up on the grounds of two or more payment instructions of the payers. In this case the interbank payment order shall be issued for the total amount of payment instructions of the payers. Information on the payers and details of payment related to every payment instruction of the payers may be included directly in the interbank payment order or send as a separate message together with the interbank payment order.

The banks shall transfer interbank payment orders to their correspondent banks simultaneously with debiting from nostro cash management account opened on the book of the bank, in correspondence with customers' accounts or bank own payment accounts or other accounts.

When payment orders relating to confirmation of nostro accounts are transferred by the banks to the correspondent banks, use of confirmed nostro cash management accounts in correspondence with customers' accounts and other accounts prior to receipt of the credit note shall be permitted subject to matching of the value date indicated in such interbank payment order and current date.

In case of mismatching between the value date indicated in the interbank payment order and current date, as well as in case of bank transfers combined with refund in another currency, use of accounts destined for settlements with the banks accounting shall be permitted prior to the value date or receipt of the credit note of the correspondent bank.

Debit transfers from loro account opened on the book of the bank, in correspondence with accounts indicated in the interbank payment order, shall be effected with due regard to the value date and/or conditions of the agreements (contracts) signed with the correspondent bank.

Interbank transfers in Belarusian roubles shall be effected through BISS system in accordance with the procedure established by the banking laws.

99. Interbank payment orders shall be sent to the correspondent banks in electronic form or on paper (postal payment order).

Interbank payment orders of banks issued in electronic form shall be confirmed by test keys or digital signature. The first copy of the interbank payment order shall be certified with signatures of the officials and seal impression according to digital signatures and seal impression submitted to the correspondent bank. Interbank payment orders and copies thereof shall be kept in accordance with the procedure established by the bank.

100. The immediate possible value date (in accordance with the agreement (contract) signed between the bank and correspondent bank) shall be indicated in the interbank payment order of the bank to the correspondent bank issued on the grounds of payment instructions of the payers. The later value date shall be indicated by the bank on the grounds of the payer's payment instructions. The earlier (past) value date may be indicated by the bank subject to refund – by the payer submitting the payment instructions to the bank – of all additional expenses related to change of the value date, except as otherwise provided by the agreement (contract) signed between the bank and the payer.

101. When necessary, the method of refund of sums paid by bank transfer shall be specified in the interbank payment order to the correspondent bank:

crediting the amount of transfer to loro account;

granting, to the correspondent bank, the right to debit nostro account;

crediting the amount of transfer to account of the correspondent bank with the third bank;

recording the amount of transfer to clearing account in accordance with the agreements (contracts) signed between the banks.

102. To effect bank transfer combined with refund in another currency, the bank may send the following to the correspondent bank:

the message indicating the amount of currency of transfer, and containing the request for amount refunded and details according to which it should be transferred pursuant to the interbank payment order;

interbank payment order indicating the amount of currency of transfer and nostro account from which the amount refunded should be debited pursuant to the interbank payment order.

103. No later than the following banking day after receipt of the nostro account statement, the bank shall request information from the correspondent bank about all events of non-execution of interbank payment orders and take measures to execute the same. When necessary (in accordance with the new interbank payment order (payment instruction of the payer), in case of impossibility to effect bank transfer through the initially selected correspondent bank, and in other cases) the bank instructs the correspondent bank to cancel the interbank payment orders or change certain details of initially sent interbank payment orders.

When carrying out actions provided for by part three of item 98 of this Instruction, the amount of unexecuted interbank payment order may – in accordance with the procedure established by the bank – be charged to the respective nostro cash management account in

correspondence with account destined for settlements with the banks accounting, and be posted to such account till execution (cancellation) of the interbank payment order.

104. The bank shall execute the interbank payment orders of the correspondent bank subject to refund of paid out sums to the bank in one of the following ways:

crediting the amount of transfer to nostro account;

crediting the amount of transfer to account of the bank with the third bank;

granting to the bank the right to debit loro account;

recording the amount of transfer to clearing account in accordance with the agreements (contracts) signed between the banks.

In case of refund by way of crediting the amount of transfer to account of the bank with the third bank, the interbank payment order of the correspondent bank shall be executed upon receipt, by the bank, of confirmation of such refund (third bank advice), except as otherwise provided by the agreement (contract) signed between the bank and the correspondent bank.

Funds shall be credited by the bank in favour of the beneficiary on the grounds of the interbank payment order (credit note) of the correspondent bank in accordance with the procedure established by this Instruction.

ARTICLE 10 SPECIAL ASPECTS OF INTERNATIONAL CLEARING TRANSFERS

105. International clearing transfers may be effected on the grounds of bilateral clearing with the participation of the resident bank and nonresident bank or on the grounds of multilateral clearing with the participation of the resident bank, nonresident bank and other banks which are the parties to clearing transfers.
106. Operations related to international clearing transfers on the grounds of bilateral or multilateral clearing shall be recorded on separate accounts of the balance account destined for accounting of international clearing-based bank settlements.

When effecting international clearing transfers, the sending bank shall (in accordance with payment instructions of the customers serviced by it or in its own name) debit the customers' accounts or own payments account in correspondence with the clearing account.

When payment orders for crediting funds to the account are received by the recipient bank from the nonresident bank which is a party to international clearing transfers, the bank shall debit funds from the clearing account in correspondence with own operations accounts or accounts of the customers of the receiving bank.

Reconciliation of amounts recorded to the clearing account, and clearing account balance settlement shall be carried out in accordance with the provisions of agreements (contracts) signed between the resident bank and the nonresident bank or between the nonresident bank and other banks which are the parties to international clearing transfers.

107. Any currency at the official rate of the National Bank, or Belarusian roubles may be indicated as a clearing currency by the resident bank in the agreement (contract) signed

between such resident bank and the nonresident bank, unless otherwise specified by the legislation.

In case of international clearing transfers on the grounds of bilateral or multilateral clearing, payments in favour (by order) of resident banks and/or their customers may be effected in foreign currency different from clearing currency or in Belarusian roubles, with refund to the resident bank (nonresident bank) in clearing currency. Clearing currency exchange rate against payment currency shall be determined by the resident bank with regard to legal requirements.

Annex 1
to the Instruction
on Bank Transfer

Details of settlement documents

Details of the payment order	Details of the payment request	Details of the payment slip
Details filled in by the customer (bank)		
by the payer	by the beneficiary (recoverer)	by the bank
Name of the settlement document	Name of the settlement document	Name of the settlement document
Date	Date	Date
Number of the settlement document	Number of the settlement document	Number of the settlement document
Status of the settlement document	Form of settlements	–
Amount and currency	Amount and currency	Amount and currency
Payer	Payer	Payer
Sending bank	Sending bank	Sending bank
Receiving bank	Receiving bank	Receiving bank
Beneficiary	Beneficiary	Beneficiary
Purpose of payment	Purpose of payment	Purpose of payment
Payer's tax identification number	Payer's tax identification number	Payer's tax identification number
Beneficiary's tax identification number	Beneficiary's tax identification number	Beneficiary's tax identification number
Third party's tax identification number	Third party's tax identification number	Third party's tax identification number
Code of payment	Code of payment	Code of payment
Priority	Priority	Priority
Correspondent of the receiving bank	Correspondent of the receiving bank	Correspondent of the receiving bank
Cost of transfer	–	Type of operation
Debit commission fee from account No.	–	–
Registration number of the transaction	–	–
Details of payment	–	–
Details filled in by the bank		
Correspondent of the sending bank	–	Correspondent of the sending bank
Value date	–	Value date
Debit side	Debit side	Debit side
Credit side	Credit side	Credit side
Currency code	Currency code	Currency code
Amount of transfer	Amount of transfer	Amount of transfer
Equivalent in Belarusian roubles	Equivalent in Belarusian roubles	Equivalent in Belarusian roubles
Amount to be transferred (debited)	–	–

Marks made in settlement documents

No.	Name of the mark	Description of the mark
1.	Signatures of the customer	<p>The following shall be indicated:</p> <p>in the payment order and payment request drawn up on paper: name(s), initials, signature(s) of official(s) of the payer (beneficiary, recoverer) which is an legal entity; name(s), initials, signature(s) of official(s) of the payer (beneficiary, recoverer) who is an individual entrepreneur, notary, lawyer according to authorized signatures submitted by them to the bank, or of a person authorized by the same; signature of the payer who is a natural person or a a person authorized by him/her;</p> <p>in the payment slip drawn up on paper: signature(s), initials, name(s) of the authorized person(s) of the bank in cases specified by the bank; in copies of settlement documents: information identifying the payer, the bank.</p>
2.	Customer's seal	Deleted
3.	Date of receipt	<p>Date of receipt of:</p> <p>the payment order by the sending bank shall be filled in by the sending bank; the payment request for collection by the receiving bank shall be filled in by the receiving bank; the payment request by the sending bank shall be filled in by the sending bank.</p> <p>The date of receipt shall be indicated in DD.MM.YYYY format or by verbal and digital means.</p>
4.	Signature of the executive manager	<p>Executed documents made on paper shall bear the signature of the executive manager.</p> <p>The copies of settlement documents shall contain information identifying the executive manager of the sending bank or other identifiers enabling to uniquely identify the executive manager of computer-aided processing system.</p> <p>The payment slip: shall bear the signature of the person authorized to carry out additional control (copies of such settlement document shall contain information identifying such person) – in regard to operations subject to additional control; signature of the executive manager may be omitted (information identifying such person may be omitted in copies of such settlement document) – in regard to operations of crediting funds transferred from other banks (bank branches) to beneficiaries' accounts.</p>

5.	Date of execution by the bank	The date of execution (processing) of the payment order in the sending bank. The date of execution (processing) of the payment slip.
6.	Stamp of the bank	Stamp of the bank shall be affixed or the mark shall be made containing the date of execution (processing) of the payment order, payment request, payment slip; name and code of the bank; number of the executive manager (stamp of the bank); other details where applicable, in particular those made by software and hardware means.

Annex 3
to the Instruction
on Bank Transfer

Description of details in settlement documents

No.	Name of the detail	Description of the detail
1.	Name of the settlement document	Name of the settlement document (“Payment order”, “Payment request”, “Payment slip”) shall be indicated
2.	Number of the settlement document	Number of the settlement document shall be indicated using figures and symbols.
3.	Date	Date of making the settlement document in DD.MM.YYYY format shall be indicated.
4.	Status of the settlement document	<p>The status of the settlement document (priority or nonpriority) shall be indicated for transfer of sums denominated in Belarusian roubles and, if necessary, for transfer of sums denominated in foreign currency. If the payment order be drawn up on paper, the respective field shall be marked with “X” symbol, except for payment orders drawn up for instant payments.</p> <p>For instant payments, the “Instant” payment status shall be specified in the “Priority” field of the settlement document by marking it with the symbol “M” instead of “X”.</p> <p>If the payment order is prepared as an electronic document, the settlement document status shall be specified in accordance with technical regulatory legal acts of the National Bank establishing the requirements for the processes of preparation of electronic documents used for banking transactions and reproduction of these documents on paper.</p>
5.	Form of settlements	Form of settlements (“With acceptance”, “Without acceptance”) shall be indicated. Should the document be drawn up on paper, the respective field of the payment request shall be marked with “X” symbol.
6.	Amount and currency	<p>The amount of bank transfer shall be indicated in figures in the respective field. The fractional portion of such amount shall be separated from the integral part with a point or comma. Should there be no fractional portion in the transferred amount, figures “00” shall be placed after the point or comma. Should the transferred amount denominated in foreign currency have no fractional portion, figures “00” may be omitted if provided for by the rules of the settlement (data transfer) system. The code of currency shall be indicated in accordance with the currency code directory.</p> <p>Indication of the amount of transfer in words may be omitted in settlement documents.</p> <p>When transfer is combined with conversion, purchase, sale on the grounds of the payment order, the record shall be made at the start of a line in arbitrary form, containing the following:</p> <p style="padding-left: 40px;">the amount in figures and words, the name of currency subject to writing off from the account, the name of currency in which bank transfer will be effected (without indicating the amount in figures and words); or the name of currency subject to writing off from the account (without indicating the amount in</p>

		<p>figures and words), the amount in figures and words, the name of currency in which bank transfer will be effected;</p> <p>the rate of conversion, purchase, sale or consent to conversion, purchase, sale at the exchange rate actual on the exchange market.</p> <p>In case of transfer combined with conversion, purchase, sale “Currency code” and “Amount in digits” fields may be omitted.</p> <p>When transfer is combined with conversion, purchase, sale on the grounds of the payment request, the record shall be made at the start of a line in arbitrary form, containing the following:</p> <p>the name of currency subject to writing off from the account, without indicating the amount in figures and words;</p> <p>the amount in figures and words, the name of currency in which bank transfer will be effected.</p> <p>When transfer is effected on the grounds of the payment slip, the currency rate and currency code shall be indicated in the respective subfields. The following shall be indicated in the “Amount in figures” field:</p> <p>in box one – the amount in figures in Belarusian roubles or in Belarusian roubles in equivalent when the transaction is effected in a foreign currency;</p> <p>in box two when the transaction is effected in a foreign currency – the amount in figures in such foreign currency.</p>
7.	Payer:	
	Name of the payer	Name of the payer which is a legal entity and/or name, given name, patronymic (if any) of the payer who is an individual entrepreneur, notary, lawyer, status of the payer (an individual entrepreneur, notary, lawyer) and other required information shall be indicated, in particular, in compliance with the requirements of legislation on actions to be taken to prevent legitimization of the proceeds of crime and the financing of terrorism and financing the weapons of mass destruction proliferation.
	Account	<p>The account number with the sending bank to be debited shall be indicated. The account number may not be the correspondent account for domestic settlements opened with the National Bank or the sub-correspondence account of the bank branch opened with the bank for settlements in Belarusian roubles.</p> <p>If summary accounts for operations with natural persons are maintained, the account number may indicate such summary account or the provisional cash management account.</p>
8.	Sending bank:	
	Name of the sending bank	The name of the sending bank and, in case of international bank transfer, the country of registration shall be indicated.
	Code of the sending bank	The bank identification code of the sending bank shall be indicated in compliance with the requirements of regulatory legal acts of the National Bank.
9.	Beneficiary:	
	Name of the beneficiary	The name of the beneficiary which is a legal entity or the name,

		<p>given name, patronymic (if any) of the beneficiary who is an individual entrepreneur, notary, lawyer, status of the beneficiary (an individual entrepreneur, notary, lawyer) shall be indicated, and in case of international transfers the country of registration of the beneficiary shall be indicated for countries included in the list of offshore jurisdictions (states/ territories) that grant preferential tax treatment and/or do not provide for disclosure and submission of information on financial operations;</p> <p>The name of the administrative district (state, territory) shall be indicated, as well as other required information, in particular, in compliance with the requirements of legislation on actions to be taken to prevent legitimization of the proceeds of crime and the financing of terrorism and financing the weapons of mass destruction proliferation.</p>
	Account	<p>The account number with the receiving bank to be credited shall be indicated.</p> <p>The account number may not be the correspondent account for domestic settlements opened with the National Bank or the sub-correspondence account of the bank branch opened with the bank for settlements in Belarusian roubles.</p> <p>If summary accounts for operations with natural persons are maintained, the account number may indicate such summary account or the provisional cash management account.</p> <p>When international transfers are made in the name of the bank, the account number in the payment slip may be omitted.</p>
10.	Receiving bank:	
	Name of the receiving bank	The name of the receiving bank shall be indicated, and in case of international transfers the country of registration shall be indicated for countries included in the list of offshore jurisdictions (states/ territories) that grant preferential tax treatment and/or do not provide for disclosure and submission of information on financial operations; the name of the administrative district (state, territory).
	Code of the receiving bank	The bank identification code of the receiving bank shall be indicated in compliance with the requirements of regulatory legal acts of the National Bank.
11.	Purpose of payment	<p>The following shall be indicated:</p> <p>information on payment (subject of transaction (purchase of goods, performance of work, rendering services, provision of loans, etc.) in cases stipulated in legislation or contract signed by and between the payer and the beneficiary;</p> <p>name of payment (payment of tax, duty, fee) in cases stipulated in legislation or contract signed by and between the payer and the beneficiary;</p> <p>when necessary, the date and number of the document which is the ground for payment, or the number of article (item) of the law in compliance with which such payment is made;</p> <p>the designated subfields of the payment request with acceptance shall contain the number of the document which is</p>

		<p>the ground for payment, and, in case of uncontested recovery, the name, date and number of the enforcement document;</p> <p>the payment order for bank transfer according to the lists shall contain the date and number of the list of beneficiaries who are natural persons; if the list of beneficiaries who are natural persons is submitted to the receiving bank when necessary, the date and number of the contract for payment of money signed between the customer and the receiving bank shall be indicated.</p> <p>Completeness of submitted information shall be determined by the payer, beneficiary (recoverer) with regard to the requirements of legislation.</p> <p>Information on payment may be omitted in payment orders of the Ministry of Internal Affairs, Ministry of Defense, Ministry for Emergency Situations, Committee for State Security, State Border Committee, State Customs Committee, Department of Financial Investigations of the State Control Committee, Security Service of the President of the Republic of Belarus, and their subordinate legal entities, except as required by the applicable legislation.</p> <p>The following shall be indicated in the payment slip:</p> <ul style="list-style-type: none"> the name, date and number of the payment document – when settlement documents are executed not in the full amount; the name, date and number of the register of payments – for bank transfers without opening the payer’s account; the date and number (if any) of the electronic message – for bank transfer on the grounds of the contract.
12.	Payer’s tax identification number	Payer’s tax identification number (if any) shall be indicated. Special aspects of filling in the “Payer’s tax identification number” field in respect of payments to the budget shall be specified by the budget legislation.
13.	Beneficiary’s tax identification number	Beneficiary’s tax identification number (if any) shall be indicated. Special aspects of filling in the “Beneficiary’s tax identification number” field in respect of payments to the budget shall be specified by the budget legislation.
14.	Tax identification number of the third party	Tax identification number of the third party shall be indicated in cases stipulated in the budget legislation.
15.	Payment reference	Reference of payment to the budget shall be indicated in cases provided for by the budget legislation.
16.	Priority	Priority of payment shall be indicated in cases provided for by regulatory legal acts of the National Bank.
17.	Correspondent of the sending bank:	The correspondent of the sending bank shall be indicated in the payment order and payment slim when necessary.
	Name of the correspondent bank	The name of the sending bank’s correspondent bank shall be indicated.
	Code of the correspondent bank	The bank identification code of sending bank’s correspondent bank shall be indicated.
	Account number	The number of account of the sending bank with the correspondent bank shall be indicated.

18.	Correspondent of the receiving bank:	The correspondent of the receiving bank shall be indicated when necessary.
	Name of the correspondent bank	The name of the receiving bank's correspondent bank shall be indicated.
	Code of the correspondent bank	The bank identification code of receiving bank's correspondent bank shall be indicated.
	Account number	The number of account of the receiving bank with the correspondent bank shall be indicated.
19.	Details of charges	<p>The payment order shall contain the identifier of the person shall bear the respective costs:</p> <p>PA – when bank transfer is effected at the expense of the payer;</p> <p>BE – when bank transfer is effected at the expense of the beneficiary;</p> <p>PA/BE – when expenses of the sending bank shall be reimbursed at the expense of the payer, and expenses of other banks shall be reimbursed at the expense of the beneficiary. The respective subfield shall be marked with “X” symbol.</p> <p>In case of other payment options any one-digit number or symbol different from “X” and specified by the sending bank shall be indicated in the “PA/BE” subfield.</p> <p>The field may be omitted if the legislation provides that no bank commission shall be charged from the payer.</p>
20.	Commission fee debited from account No.	When necessary, the payment order shall indicate the number of account from which bank commission fees (payment) are to be debited by the bank for its services.
21.	Registration number of transaction	The payment order shall contain the registration number of transaction (when registration of transaction is provided for by the legislation), as well as other information required by the bank for exercise of the functions of the currency control agent.
22.	Payment details	When necessary, the payment order shall contain information required by the bank for exercise of the functions of the currency control agent and for other purposes.
23.	Amount to be transferred/ debited	When necessary, the payment order shall contain the amount in figures reduced by the amount of commission paid (payment made) to the bank for its services or the amount in figures determined by the bank in case of transfer combined with conversion, purchase, sale.
24.	Type of operation	The payment slip shall indicate the type of operation in cases provided for by regulatory legal acts of the National Bank.
25.	Value date	The value date shall be indicated in the payment order and payment slip.
26.	Correspondence of accounts:	It may be indicated by the bank for posting of accounts on bank's balance in case of settlements in foreign currency and in other necessary cases in quantity required to the bank. In this case the number of account may be forwarded to the next line.
	Debit side	
	Credit side	
	Currency code	
	Amount of transfer	
Equivalent in		

	Belarusian roubles	
--	--------------------	--

Annex 4
to the Instruction
on Bank Transfer

Form

PAYMENT SLIP NO.				Date			
Amount and currency:							
Rate of currency		Currency code		Amount in figures			
Payer:							
						Account No.	
Sending bank:							
						Bank code	
Correspondent of the-Sending bank:							
				Bank code		Account No.	
Value date:							
Receiving bank:							
						Bank code	
Correspondent of the Receiving bank:							
				Bank code		Account No.	
Beneficiary:							
						Account No.	
Purpose of payment:							
Payer's tax identification number	Beneficiary's tax identification number	Third party's tax identification number	Payment reference	Priority	Type of operation		
Debit side				Credit side			
Currency code	Amount of transfer			Equivalent in Belarusian roubles			
Debit side				Credit side			
Currency code	Amount of transfer			Equivalent in Belarusian roubles			
Debit side				Credit side			
Currency code	Amount of transfer			Equivalent in Belarusian roubles			

Signatures of authorized persons of the bank

Stamp of the bank

Annex 4¹
to the Instruction
on Bank Transfer

Form

Payment slip No. (short)				Date		0401540106	
Amount and currency:							
Rate of currency		Currency code		Amount in figures			
Payer:						Account No.	
Sending bank:						Bank code	
Receiving bank:						Bank code	
Beneficiary:						Account No.	
Purpose of payment:							
Payer's tax identification number	Beneficiary's tax identification number	Third party's tax identification number	Payment reference	Priority	Type of operation		
Debit side				Credit side			
Currency code	Amount of transfer			Equivalent in Belarusian roubles			
Debit side				Credit side			
Currency code	Amount of transfer			Equivalent in Belarusian roubles			
Debit side				Credit side			
Currency code	Amount of transfer			Equivalent in Belarusian roubles			

Signatures of authorized persons of the bank

Stamp of the bank

Deleted (Deleted by Resolution of the Board of the National Bank No. 73 dated February 21, 2017)	Annex 5
Deleted (Deleted by Resolution of the Board of the National Bank No. 73 dated February 21, 2017)	Annex 6
Deleted (Deleted by Resolution of the Board of the National Bank No. 73 dated February 21, 2017)	Annex 7
Deleted (Deleted by Resolution of the Board of the National Bank No. 73 dated February 21, 2017)	Annex 8
Deleted (Deleted by Resolution of the Board of the National Bank No. 73 dated February 21, 2017)	Annex 9
Deleted (Deleted by Resolution of the Board of the National Bank No. 73 dated February 21, 2017)	Annex 10

Annex 11
to the Instruction
on Bank Transfer

Form

0401710034

Register
of payment requests
date ____ 20__ No. ____

Receiving bank	
Beneficiary (recoverer), Account number	

Number of the payment request	Date of the payment request	Amount and currency of the payment request	Number and date of the enforcement document (if any)
----------------------------------	--------------------------------	---	---

For seal	Signatures of the beneficiary (recoverer)
Mark of the receiving bank	
Date of receipt _____	Stamp of the bank

(name and core of the receiving bank)

NOTIFICATION
of clerical mistake of the bank
date ____ 20__ No. ____

We notify you herewith that _____
(name and code of the bank)

mistakenly _____ when executing _____
(date) (name, number and date of the payment instruction)

from account _____
(account number and payer's name)

to account _____
(account number and name of the beneficiary to which/whom funds were mistakenly transferred)

funds in the amount of _____
(amount in digits and words)

were transferred

We ask for refund of _____
(amount in digits and words)

to account _____ with _____
(account number) (name and code of the bank)

Additional information on committed clerical mistake _____

(name, number and date of enclosed documents; other details of payment)

Authorized person(s)
of the bank

(signature)

(initials, name)

For seal

Mark of the bank receiving the notification _____

____ 20__

(signature)