

Payment Systems Department
Bangladesh Bank
Head Office
Dhaka

PSD Circular No. 08/2020

12 Kartik 1427
Date:
28 October 2020

Managing Director/Chief Executive Officers
All scheduled banks in Bangladesh

Dear Sir,
Bangladesh Electronic Funds Transfer Network (BEFTN) Operating Rules.

Please refer to DCMPS Circular No. 09/2010 dated 25 August, 2010 on the captioned subject.

Bangladesh Electronic Funds Transfer Network (BEFTN) Operating Rules which was issued vide DCMPS Circular No. 09/2010 has been reviewed further with a view to facilitating the banks in implementing the Guidelines in line with the upgraded BACH-II system.

All Scheduled banks of the country that are participating in Bangladesh Automated Clearing House (BACH) are hereby advised to follow the BEFTN Operating Rules Version 2.0 enclosed with this Circular with immediate effect.
Please acknowledge receipt.

Enclosure:
Bangladesh Electronic Funds Transfer
Network (BEFTN) Operating Rules

Yours sincerely,

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Bangladesh Electronic Funds Transfer Network
(BEFTN)
OPERATING RULES

(BEFTN)

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1. ABOUT BEFTN

The Bangladesh Electronic Funds Transfer Network (BEFTN) will operate as a processing and delivery centre that provides the distribution and settlement of electronic credit and debit instructions among all participating banks. This Network is operating in a real-time batch processing mode.

All transactions received by the central system in a clearing cycle are calculated into a single multilateral netting figure for each bank. Final settlement takes place using accounts of each bank that are maintained with Bangladesh Bank.

Participating banks in the BEFTN system are inter-connected via communication links. This communication network facilitates the transmission of payments information that provides faster, safer and a more efficient means of inter-bank instruction based clearing and settlement system. BEFTN provides a wide range of electronic products that improves payment services for the participating banks' customers. It lowers the operational cost, reduces risk and increases the efficiency of the overall payment process.

2. PARTICIPANTS IN BEFTN

BEFTN is a multilateral electronic clearing system where debit and credit payment instructions are exchanged among Scheduled Banks. The system involves transmitting, reconciling and calculating the net position of each participant at the end of each processing cycle. The participants with this system are:

- a) Originator.
- b) Originating Bank (OB)
- c) Bangladesh Electronic Funds Transfer Network (EFT Operator)
- d) Receiving Bank (RB)
- e) Receiver

- a) Originator

Originator is the entity that agrees to initiate EFT entries into the network according to an arrangement with a receiver. The originator is usually a company, bank itself, government agency or an individual directing a transfer of funds to or from their account.

- b) Originating Bank (OB)

Originating Bank is the bank which receives payment instructions from its customer (the Originator) and forwards the Instructions to BEFTN.

c) Bangladesh Electronic Funds Transfer Network (BEFTN)

BEFTN receives entries from OBs, distributes the entries among appropriate RBs, and facilitates the settlement functions for the participating banks.

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d) Receiving Bank (RB)

Receiving Bank is the Bank where receiver maintains account with.

e) Receiver

Receiver is Person or organization receiving a Payment Instruction from the System.

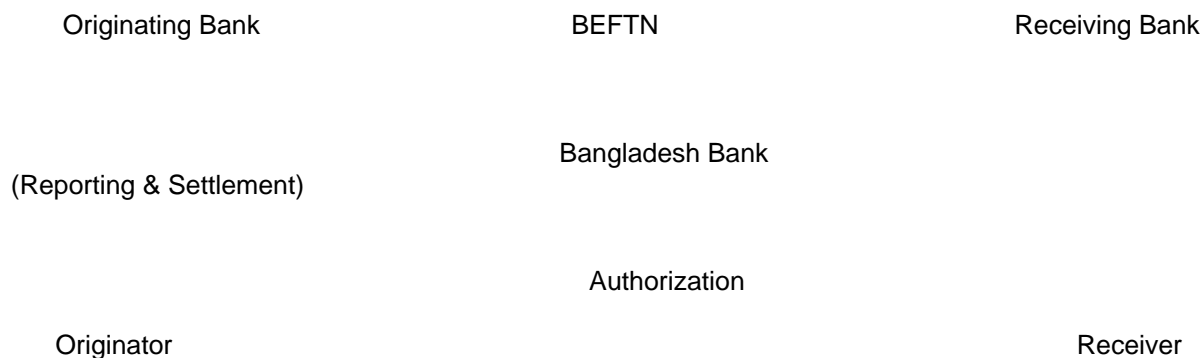


Figure 1: Participants involved in an EFT transaction

Authorization

Authorization is an arrangement between the originator and the receiver to allow payments processed through the EFT Network. It defines the purpose, terms, conditions and legal relationship between Originator and the Receiver. Authorization is mandatory for initiating an EFT debit entry, whereas the authorization may be in a paper form duly signed or a web version that the customer completes online.

3. EFT TRANSACTION FLOW

By an agreement originator and originating bank determine how the instruction will be delivered from originator to the Originating bank. Originator provides fund transfer entry to the originating bank as per agreed format with OB to pay or collect amount from a receiver's bank (other bank) account. Originating bank transmits the entry to the BEFTN within preset time. BEFTN sort the entries by routing number of Receiving Bank (RB) and forward the EFT entry to the appropriate receiving bank. On settlement date/time, BEFTN calculates multilateral netting figure for each bank. Final settlement takes place at the books of accounts of each bank that are maintained with Bangladesh Bank.

3.1 Types of EFT Entry

Originator initiates and receiver receives the EFT entries of credit or debit payment instruction on receiver's bank account. If the receiver's bank account is debited, then the entry is an EFT debit. If

receiver's bank account is credited, then the entry is an EFT credit.

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a) EFT Credits

EFT credit entries occur when the originator (client of originating bank) transfer funds from his/her bank account into a Receiver's (client of receiving bank) bank account.

Example: A company (originator) provides instruction to its bank (originating bank) to pay monthly salary of the employee's (receiver) bank account by means of EFT Network. Originating bank transfers the salary amount to the receiving bank through credit payment instruction. Receiving bank credits the salary amount into employee's account. As the amount credited to receiver's account, the entry is an EFT credit, which is illustrated below.

Originating Bank

BEFTN

Receiving Bank

Receiver
Originator

Figure 2: EFT Credit Transaction Flow

Some examples of credit entries are:

- Inward Foreign remittances
- Domestic remittances
- Payroll private and government
- Dividends/Interest/Refunds of IPO
- Business to business payments (B2B)
- Government tax payments
- Government vendor payments
- Customer-initiated transactions

b) EFT Debits

EFT debit entries occur when the originator collects funds from Receiver's bank account into his/her bank account.

Example: A gas transmission company (originator) provides instruction to its bank (originating bank) to collect gas bill from the customer's (receiver) bank account by means of EFT Network. Originating bank provides a debit payment instruction to the receiving bank to collect the gas bill from customer's account. Receiving bank debited gas bill amount from its client's account and send the same to the originating bank. Originating bank credits the gas bill into the account of gas transmission company. As the receiver's bank account is debited, thus the entry is an EFT debit, which is

TK

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illustrated below:

Some examples of EFT debit entries are:

- Utility bill collection
- Equal Monthly Installments (EMI) collection
- Government tax collection
- Government license fees collection
- Insurance premium collection
- Mortgage payments collection
- Club/Association subscriptions collection

Originating Bank

BEFTN

Receiving Bank

Receiver
Originator

Figure 3: EFT Debit Transaction Flow

4. PAYMENT TYPES

The BEFTN supports a variety of payment types. An Originator shall code the entries into the system indicating the types (debit or credit) of payment instructions including return, reverse and reclamation entry. Each EFT instruction is identified and recognized by Standard Entry Class (SEC) Codes (a specific three digit code), which appears in the EFT batch record format. SEC carries the payment and payment-related information according to natures of payment instruction. Different types of SEC are as follows:

i) Customer Initiated Entry:

Customer Initiated Entry (CIE) is a credit instruction where the consumer transfers funds into a company's /individual's account for payment of funds owed to that company/individual.

Example: Utility bill payment, P2P payments

ii) Prearranged Payment and Deposit Entry (PPD):

This instruction may be both debit and credit and the receiver must be an individual .

a) Direct Deposit: Direct deposit is a PPD credit instruction that transfers funds into a consumer's account at the receiving bank. The funds being deposited can represent a variety of products.

Example: payroll, remittances, interest, pension, dividends, refunds, etc.

b) Preauthorized Bill Payment: A preauthorized payment is a PPD debit instruction where a customer authorizes a bank to debit his/her account for a regular interval. Example: Insurance

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premium, loan installments, utility payments etc.

iii) Corporate Credit or Debit (CDD):

CCD is either a credit or a debit instruction where funds are either distributed or consolidated between corporate or government entities. It can support a limited disclosure of information when the funds are being transferred between organizations (i.e. sister concerns) under the same group.

iv) Corporate Trade Exchange:

This instruction supports the transfer of funds (debit or credit) within trading partners where payment information is sent with the funds transfer. The payment-related information is placed in multiple addenda records in a format agreed to by the parties and BEFTN.

v) Other Instructions

Pre-notification (Pre-note): It is a non-financial entry that passed through the EFT network. Pre-note is initiated by the Originator (or OB) to validate the receiver's banking information before originating the first funds transfer entry. It is the RB's responsibility to verify the information (i.e. Name, A/C number/type etc.) provided in the pre -note, RB needs to issue a NO C (Notification of Change) only if the information provided in the pre -note doesn't match with the particulars of its client.

Notification of Change (NOC): A RB must issue a NOC to the OB informing about the mismatch in the account details (i.e. Name, A/C number/type) provided in a Pre -note (or a live transaction) that doesn't match with its client 's details. OB's responsibility is to convey the NOC to the Originator in order to rectify the information before initiating the live entry to the Receiver's account.

5. SETTLEMENT AND POSTING

To complete the payment instruction , Settlement is the actual transfer of the funds between participating banks. BEFTN Settlement happens in a Deferred-net basis. The transactions processed by the BEFTN will affect the accounts of the concerned participating banks maintaining accounts with BB at the end of each processing cycle. Settlement will be completed using the following processing cycle:

Processing Cycle Cut Offs

Item Submission Returns Settlement

Session-1 00:00-14:00 hrs As provided in
BEFTN Rules

14:01 hrs

Session-2 14:00-24:00 hrs 10:00 hrs Next Day

Settlement and processing sessions will be communicated to member banks by the Clearing House (BACH) authority from time to time.

BEFTN Currencies

The currencies eligible for transaction under the BEFTN are Bangladeshi Taka (BDT), United States Dollar (USD), United Kingdom Pound (GBP), European Union and its territories currency - Euro 14 of 83

(EUR), Japanese Yen (JPY) and Canadian Dollar (CAD). Bangladesh Bank may decide to exclude any existing currency and include any new currency for transaction under the BEFTN from time to time.

Responsibility of participants:

Originating Bank, BEFTN Operator and Receiving Bank are the main participants concerning settlement and posting of EFT entries. Their responsibilities are as follows:

Responsibility of Originating Bank

Originating Bank and Originator (customer of originating bank) are governed by agreement between them which must be in line with this rule. Specific procedures and timing of settlement between them are solely at the discretion of the said agreement. Originating Bank is responsible to monitor the credit worthiness of its customer (originator) to manage the EFT payments efficiently.

Originating Bank follows same settlement procedures for entries originated and entries received. If the scheduled settlement date of a credit entry is not a banking day for the Originating Bank, but the Bangladesh Bank office is open, then the settlement will occur on the scheduled date.

Responsibility of EFT Operator (BEFTN)

BEFTN is responsible to calculate net settlement figures for each participating bank and to provide information of amounts that will be settled for each bank on each settlement date and session. BEFTN also sends a summary statement which contains the net amount to be settled for each participating bank.

Responsibility of Receiving Bank (RB)

Posting:

The RB is responsible for posting entries and for providing funds availability, which are determined by the settlement date. EFT debit entries cannot be posted prior to the settlement date. If the Receiving Bank is closed for business on the scheduled settlement date of a debit entry, but the BEFTN is open, the Receiving Bank will be debited on the scheduled settlement date. EFT Credits will be posted to the Receiver's account no later than the next session's settlement Cutoff.

Settlement:

It has been mentioned that Settlement between the originator and the OB is governed by an agreement. Settlement between the RB and the receiver is determined by these Rules.

If BEFTN determines that the entry cannot be settled on the effective entry date due to a stale date, weekend, or holiday, the BEFTN authority will settle it on the next available business day.

- Settlement information is produced by BEFTN as the entries are processed. This information is accumulated based on the type of entry (debit or credit) by settlement date. These settlement totals are reported to the participating banks after each session.
- BEFTN shall provide EFT settlement information in a machine-readable format to facilitate the automation of settlement accounting.
- Settlement totals should be balanced daily against totals posted to the participating bank's customer accounts and against any rejects that may occur. Rejects and other differences must be resolved immediately.
- EFT settlement procedures are the same for consumer and corporate transactions. In view of the large-value payments that flow through the EFT network for corporate customers, participating banks should have internal procedures in place to monitor large-value settlements totals.

6. LEGAL FRAMEWORK

From beginning to end the EFT process operates through a series of legal agreements. Before any transaction is initiated via EFT network, the originator and OB execute an agreement to originate payments by using BEFTN. Among others, the agreement binds the two parties to abide by the BEFTN Rules, defines the parameters of the relationship between them and identifies processing requirements for the specific instruction(s), and establishes their liability and accountability for procedures related to certain instruction(s).

While this BEFTN Operating Rulebook is the primary document addressing the rules and the regulations for the activities of the EFT network, Government's EFT transactions may be governed by other codes of conduct but they must accommodate the major provisions laid down in these Rules.

Other laws/regulations that have a direct bearing on EFT operation are listed as under:

Bangladesh Bank Order, 1972 (Amended 2003)
The Banking Companies Act, 1991
Money Laundering Prevention (Amended) Act, 2015
Information and Communication Technology Act, 2006.
The Bankruptcy Act, 1997
The Foreign Exchange Guidelines, Volume 1 & 2.
Foreign Exchange Regulations Act, 1947.
The Bangladesh Telecommunication Act, 2001
Anti Terrorism Act 2009
Bangladesh Payment and Settlement Systems Regulations, 2014. 16 of 83

ARTICLE ONE

GENERAL

SECTION 1.1 Application of Rules

These rules apply to all entries and transmitted data of the OB and RB through BEFTN.

SECTION 1.2 Compliance with Rules

Each Participating Bank must agree to comply with these Rules and warrants that it is legally able to comply with all applicable requirements of these Rules.

1.2.1 Dispute Resolution

The settlement of disputes arising under these Rules between Participating Banks will be governed by the process contained in the Dispute Resolution Procedures (Article Ten).

SECTION 1.3 Excused Delay

Beyond the time limits prescribed by these Rules, delay by Participating Bank or the BEFTN operator shall be excused if the delay is caused by the interruption of communication or computer facilities, suspension of payments by any Participating Bank, war, emergency conditions, failure of equipment, or other circumstances beyond the control of the Participating Bank or the BEFTN, provided it exercises such diligence as the circumstances require.

SECTION 1.4 Days on Which Institution or Facility is Closed

If any entry to be transmitted by Participating Bank/B EFTN on a day that is not a Banking day, the entry may be transmitted on the next Banking day for each parties.

SECTION 1.5 Records

1.5.1 Records of Entries

Participating Bank must retain records of return and adjustment entries for twelve years from the transmitted date of the entry. If requested by the customer/Receiving Bank/BEFTN, the originating Bank must provide the information related to the entry through a print-out or reproduction.

1.5.2 Record Retention

Any agreement, authorization, written statement, or other record required by these Rules may be retained as the original copy or as an electronic record that (1) accurately reflects

the information in the record, and (2) is capable of being accurately reproduced for later reference, whether by transmission, printing, or otherwise.

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ARTICLE TWO ORIGINATION OF ENTRIES

SECTION 2.1 Prerequisites to Origination

The following must occur before an Originator may initiate the first credit or debit entry to a Receiver's account with a RB:

2.1.1 Originator Authorization and Agreement

The Originator has authorized the OB to transmit, credit or debit the amount of entries to the Receiver's account. For all entries, the Originator and OB have entered into an agreement under which the Originator agrees to be bound by these Rules as in effect from time to time.

2.1.2 Receiver Authorization and Agreement

The Receiver has authorized the Originator to initiate the entry to the Receiver's account. In the case of debit entries to a commercial account, the Receiver has an agreement with the Originator under which the Receiver has agreed to be bound by these Rules as in effect from time to time. In the case of debit entries to a Consumer Account, the authorization must be in writing and signed or similarly authenticated by the consumer in electric form.

The authorization process must evidence both the consumer's identity and his assent. To ensure that an authorization be in writing, an electronic authorization must be displayed on a computer screen or other visual display that enables the consumer to read the communication. The authorization also must be readily identifiable, must clearly and conspicuously state its terms. The Receiver may revoke the authorization only by notifying the Originator in the manner specified in the authorization. In the case of credit entries, the authorization may be provided orally or by other non-written means.

2.1.3 Exception to Authorization Requirement

If both the Originator and Receiver are natural persons, no authorization by the Receiver is required for credit entries, and no warranty with respect to that authorization is made by the OB. The provisions of section 3.3 (Record of Authorization) and subsection 4.1.1 (Right to Information Regarding Entries) are not applicable to the entries described in this subsection.

2.1.4 Notice by OB

In the case of a credit entry, the OB shall have provided the Originator with notice of the following:

- (1) the entry may be transmitted through the BEFTN;
- (2) the rights and obligations of the Originator concerning the entry shall be governed by and construed in accordance with the laws of The People's Republic of Bangladesh;
- (3) if the RB does not get settled for a credit entry, the RB is entitled to deduct the amount from the Receiver's account, and the Originator will not be considered to have paid the amount of the credit entry to the Receiver.

2.1.5 Notice by RB

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In the case of a credit entry, the RB has provided the Receiver with notice of the following information:

(1) the rights and obligations of the Receiver concerning the entry shall be governed by and construed in accordance with the laws of The People's Republic of Bangladesh;

(2) credit given by the RB to the Receiver for the entry as provided by subsection 4. 3.1 (Availability of Credit Entries to Receivers) is provisional until the RB has received final settlement through the Bangladesh Bank;

SECTION 2.2 Warranties and Liabilities of Originating Banks

2.2.1 Warranties

Each OB sending an entry warrants the following to each RB and the BEFTN:

2.2.1.1 Authorization by Originator and Receiver

Each entry transmitted by the OB to BEFTN is in accordance with proper authorization provided by the Originator and the Receiver.

2.2.1.2 Timeliness of Entries

Each credit entry is timely, and each debit entry is for an amount which on the Settlement Date will be due and owing to the Originator from the Receiver, is for a sum specified by the Receiver to be paid to the Originator, or is to correct a previously transmitted erroneous credit entry.

2.2.1.3 Compliance with Other Requirements

All other applicable requirements of section 2.1 (Prerequisites to Origination) concerning the authorization of an entry have been satisfied, the entry has not been reinitiated in violation of section 2.4 (Reinitiation of Returned Entries by Originators), and the entry otherwise complies with these Rules.

2.2.1.4 Revocation of Authorization

At the time the entry is transmitted to the BEFTN, the Receiver's/ Originator's authorization is not revoked, the agreement between the OB and the Originator concerning the entry has not been terminated, and neither the OB nor the Originator has actual knowledge of the revocation of the Receiver's authorization or of the termination of the arrangement between the RB and the Receiver concerning the entry.

2.2.1.5 Termination of Authorization by Operation of Law

At the time the entry is processed by a RB, the authorization for that entry has not been terminated, in whole or in part, by operation of law. This subsection shall not apply if both the OB and RB have no actual knowledge of the circumstances. giving rise to such termination at the time it processes the entry.

2.2.1.6 Transmittal of Required Information

Each entry transmitted by the OB to BEFTN contains the correct Receiver account number and 19 of 83

all other information necessary to enable the RB to comply with the requirements of section 4. 4 (Periodic Statements) except for information within the purview of the RB's relationship with the Receiver. Information transmitted with an entry is payment-related and conforms to the

message format requirements.

2.2.1.7 Reclamation Entries

(a) In the case of a reclamation entry initiated pursuant to section 2.5 (Reclamation entries) or a written demand for payment initiated pursuant to section 4.7 (Liability of RB for Benefit Payments), all information is accurate and applies to the Receiver and account identified in the reclamation entry or written demand; (b) Each such reclamation entry or written demand for payment falls within the time requirements of section 4.7.4 (Timing), has been properly authorized by the intended Receiver of the reclamation entry or written demand, and the authorization for the entry or written demand has not been revoked or otherwise terminated at the time it is received by the RB; (c) Any payments subject to section 4.7 are made with no restriction on the number of parties having an interest in the account.

2.2.2 Limitation

Notwithstanding anything in these Rules to the contrary, the warranties contained within subsection 2.2.1 (Warranties) and the requirements of subsection 2.1.2 (Receiver Authorization and Agreement) do not apply to the goods or services to which the entry relates.

2.2.3 Liability for Breach of Warranty

Each OB breaching any of the preceding warranties shall indemnify every RB and the BEFTN from and against any and all claim, demand, loss, liability, or expense, including legal fees and costs, that result directly or indirectly from the breach of warranty or the debiting or crediting of the entry to the Receiver's account. This indemnity includes, without limitation, any claim, demand, loss, liability, or expense based on the ground that the debiting of an entry to an account resulted, either directly or indirectly, in the return of one or more items or entries of the Receiver due to insufficient funds. This indemnity also includes, in the case of a Consumer Account, without limitation, any claim, demand, loss, liability, or expense based on the ground that the failure of the OB to comply with any provision of these Rules resulted, either directly or indirectly, in the violation by a RB of any applicable law.

SECTION 2.3 Reversing Files

2.3.1 General Rule

If an Originator, OB, or BEFTN has mistakenly initiate a duplicate file or a file in which each entry or each entry in one or more batches contains erroneous data, and no right to recall those entries otherwise exists under these Rules, the Originator, OB, or BEFTN may initiate a file of entries (referred to as a ■reversing file■) in accordance with appropriate section of the message specifications and this section 2.3 to reverse each entry of the duplicate or erroneous file or batch(es).

2.3.2 Limitations on Initiation of Reversing Files

Each reversing file must be initiated in such time as to be transmitted or made available to the 20 of 83

RB(s) within five Banking days after the Settlement Date of the duplicate or erroneous file or batch(es). In the case of a reversing file initiated by the BEFTN, the file must be transmitted to the appropriate RB within 24 hours of the discovery of the duplication or error.

2.3.3 Notification by BEFTN Authority

At or prior to the time of initiation, the BEFTN Authority initiating a reversing file shall notify each RB and each OB directly concerned of the duplication or error.

2.3.4 Correcting Files

A reversing file to correct an erroneous file or batch must be accompanied by a file (referred to as each OB/originator or BEFTN Authority that initiates a reversing or correcting file shall indemnify every Participating bank including RB from and against any and all claim, demand, loss, liability, or expense, including legal fees and costs, that result directly or indirectly from the debiting or crediting of any entry in the file to the Receiver's account.

2.3.5 Indemnification

Each OB/originator that initiates a reversing or correcting file shall indemnify every Participating bank including RB from and against any and all claim, demand, loss, liability, or expense, including legal fees and cost s, that result directly or indirectly from the debiting or crediting of any entry in the file to the Receiver's account.

2.3.6 Inapplicable Provisions

For a reversing file complying with the requirements of this section, the provisions of sections 2.1 (Prerequisites to Origination), 2.2 (Warranties & Liabilities of OBs), and 3.2 (Consumer Accounts—Notice by Originator to Receiver of Variable Debits) do not apply.

A ■correcting file■, which contains correct information. The correcting file must comply with the message specification format.

SECTION 2.4 Reversing Entries

2.4.1 General Rule

An Originator may initiate an entry (referred to as a ■reversing entry■) to correct an erroneous credit or debit entry previously initiated to a Receiver's account. The reversing entry must be transmitted to the BEFTN in such time as to be transmitted or made available to the RB by midnight of the fifth Banking day following the Settlement Date of the erroneous entry. For this section 2.4 only, an erroneous entry is defined as an entry that (1) is a duplicate of an entry previously initiated by the Originator or OB; (2) orders payment to or from a Receiver not intended to be credited or debited by the Originator; or (3) orders payment in an amount different than that was intended by the Originator. The Originator must notify the Receiver of the reversing entry and the reason for the reversing entry no later than the Settlement Date of the reversing entry.

2.4.2 Indemnification

Each OB that initiates a reversing entry shall indemnify every Participating Bank and the BEFTN Authority from and against any and all claim, demand, loss, liability, or expense, 21 of 83

including legal fees and costs, that result directly or indirectly from the debiting or crediting of the reversing entry to the Receiver's account. Each OB also shall indemnify every RB and the BEFTN Authority from and against any and all claim, demand, loss, liability, or expense, including legal fees and costs, that result directly or indirectly from the crediting or debiting of a reversing entry initiated by an Originator through the OB.

2.4.3 Inapplicable Provisions

For a reversing entry complying with the requirements of Section 2.5, the provisions of sections 2.1.2 (Receiver Authorization and Agreement), 2.2.1.1 (Authorization by Originator and Receiver), 2.2.1.4 (Revocation of Authorization), 2.2.1.5 (Termination of Authorization by Operation of Law), and 3.2 (Consumer Accounts—Notice by Originator to Receiver of Variable Debits) do not apply.

SECTION 2.5 Reclamation Entries

2.5.1 General Rule

An Originator or OB may initiate a reclamation entry in accordance with the requirements of Section 2.6, section 4.7 (Liability of RB for Benefit Payments), and appropriate message Specifications.

2.5.2 Definition

A reclamation entry must contain an amount equal to or less than the pension, annuity, or other benefit payment to which the reclamation entry relates, as provided for in section 4.7 (Liability of RB for Benefit Payments).

2.5.3 Inapplicable Provisions

For a reclamation entry complying with the requirements of Section 2.6, the provisions of sections 2.2.1.2 (Timeliness of Entries), 2.2.1.4 (Revocation of Authorization), 2.2.1.5 (Termination of Authorization by Operation of Law), and 3.2 (Consumer Accounts—Notice by Originator to Receiver of Variable Debits) do not apply.

SECTION 2.6 Reinitiating Returned Entries by Originators

An entry that has been returned may not be reinitiated unless (1) the debit entry has been returned for insufficient or uncollected funds; (2) the entry has been returned for stopped payment and reinitiating the return entry has been authorized by the Receiver; or (3) the OB has taken corrective action to remedy the reason for the return. An entry that has been returned for insufficient or uncollected funds may be reinitiated no more than two times following the return of the original entry.

SECTION 2.7 Media and Format Specification Requirements

Each entry transmitted by an OB to the BEFTN must comply with the requirements of and be identified by the appropriate Standard Entry Class Code specified according to appropriate message specifications.

SECTION 2.8 Release of Information

Each OB agrees that the BEFTN may release data regarding EFT entries transmitted to or by the OB to 22 of 83 appropriate authorities/public.23 of 83

SECTION 3.1 General

In addition to the requirements of section 2.1 (Prerequisites to Origination) concerning the initiation of entries, an Originator must comply with the requirements contained within this Article Three.

SECTION 3.2 Consumer Accounts—Notice by Originator to Receiver of Variable Debits

3.2.1 Notice of Change in Amount

If a fixed amount of recurring debit entry is initiated to a Consumer Account differs from the amount of the immediately preceding amount relating to the same authorization or from a preauthorized amount, the Originator must send the Receiver written notification before 5(five) business days of the changed amount to be debited. For a variable amount recurring payment this notification is not required.

3.2.3 Notice of Change in Scheduled Debiting Date

If an Originator changes the date of the entry to be initiated by the Originator are scheduled to be debited to a Receiver's account, the Originator shall send to the Receiver written notification of the new date of the entry before 5 (five) business Days. For purposes of this subsection 3.2.3, the variation in debiting dates due to holidays is not considered to be changes in the scheduled dates.

SECTION 3.3 Record of Authorization

An Originator must retain the original or an image copy of each authorization of a Receiver for two years from the termination or revocation of the authorization. At the request of its OB, the Originator must provide the original or copy of the authorization to the OB for its use or for the use of a RB requesting the information pursuant to subsection 4.1.1 (Right to Information Regarding Entries).

ARTICLE THREE

OBLIGATIONS OF ORIGINATORS 24 of 83

ARTICLE FOUR

RECEIPT OF ENTRIES

SECTION 4.1 General Rights and Obligations of RB

4.1.1 Right to Information Regarding Entries

Based on the receiver's objection, the RB may request, in writing, that an OB provide a copy of the Receiver's authorization for debit entries.

Upon receipt of the RB's written request, the OB must obtain the original or a copy of the Receiver's authorization from the Originator in accordance with section 3.3 (Record of Authorization) and provide it to the RB within ten Banking days. An OB must provide such authorization without charge. The RB must not require the Originator to provide any other information concerning the Receiver or any entry to be initiated by the Originator to the Receiver's account.

4.1.2 Obligation to Accept Entries

Subject to its right to return or reject entries under these Rules, a RB must accept or edit and debit entries that comply with these Rules and are received with respect to any account maintained with that RB.

4.1.3 Reliance on Account Numbers for Posting of Entries

It is not mandatory for a Receiving Bank to check and match the account title with the account number of each incoming EFT entry, therefore, a RB shall rely solely on account number (if it is valid) contained in the entry for posting the entry to customer account.

SECTION 4.2 Warranties of Receiving Banks

Each RB warrants to each OB and the BEFTN that it has the power under applicable law to receive entries as provided in these Rules and to comply with the requirements of these Rules concerning RBs and Participating Banks. Any RB breaching any warranty under this section 4.2 shall indemnify each OB, BEFTN Authority from and against any and all claim, demand, loss, liability, or expense, including legal fees and costs, resulting directly or indirectly from the breach of warranty.

SECTION 4.3 Availability of Entries, Crediting and Debiting of Entries

4.3.1 Availability of Credit Entries to Receivers

Subject to its right to return or reject entries in accordance with these Rules, each RB must make the amount of each credit entry received from the BEFTN available to the Receiver for cash withdrawal no later than the Settlement Date of the entry.

4.3.2 Time of Debiting of Entries

A RB must not debit the amount of any entry to a Receiver's account prior to the Settlement Date of the entry, even if the effective entry date of the entry is different from the Settlement

4.3.3 Time of Crediting of Entries

In case of a credit entry a Receiver must credit the Originator with the amount of an entry credited to the Receiver's account on the Settlement Date. Similarly, in case of a debit entry, originator must credit the receiver with the amount of the entry on the settlement date. The Receiving party shall have a reasonable period of time to post the amount of the credit to the Payer's account or return the entry to the Bank concern. A Receiving party that returns an entry according to the requirements of this subsection is not considered to accept the entry.

4.3.4 Provision of Payment Related Information to Receiver

Upon the request of the Receiver, a RB must provide to its Receiver all Payment■Related Information including any Addenda Records transmitted with the entries (especially CTX entry). The RB must provide this information to its Receiver on the Settlement Date of the entry.

4.3.5 Rights of Receiver upon Unauthorized Debit to Its Account

A Receiver or other person whose account is debited by an entry which is not authorized by such person shall have rights to have the account re■credited as provided by law or agreement. Except as provided for in subsection 7.6.4 (Waiver of Right to Re■credit), these Rules shall not provide for or restrict any such rights.

4.3.6 Reliance on Standard Entry Class Codes

A RB may consider an entry containing a Standard Entry Class Code specified in Appendix Two (BEFTN Record Format Specifications) as complying with the requirements of these Rules for that type of entry.

4.3.7 Reimbursement of RB

A credit given to the Receiver's account by the RB as provided in subsection 4.3.1 (Availability of Credit Entries to Receivers) is provisional until the RB has received final settlement through Bangladesh Bank. If such settlement of payment is not received, the RB is entitled to a refund from the Receiver of the amount credited, and the Originator is considered not to have paid the Receiver the amount of the entry.

SECTION 4.4 Periodic Statements

A RB must include the information concerning each credit and debit entry in the periodic statement send to the Receiver.

SECTION 4.5 Notice to Receiver

A RB is not required to notify a Receiver of receipt of an individual entry to its account (except for the periodic statement mentioned in section 4.4) unless otherwise provided for in an agreement between the RB and Receiver or required by government statute or regulation which cannot be varied by these Rules or by agreement of the parties. 26 of 83

SECTION 4.6 Releases of Information

Each RB agrees that BEFTN Authority may release information to any concerned department of Bangladesh Bank or other relevant authority/entity regarding EFT entries transmitted to or by the RB.

SECTION 4.7 Liability of RB for Benefit Payments

4.7.1 Liability of RB

If a Receiver has died and the Receiver's right to receive one or more pension, annuity, or other benefit payments by credit entry has terminated before the receipt by the RB of one or more credit entries to the Receiver's account representing those payments, the RB may be liable to the Originator for the amount of those entries credited to the Receiver's account if neither the Receiver's estate nor any other holder of the account is entitled to the payments. The liability a RB would incur under this subsection 4.7.1 is limited as provided in this section 4.7.

4.7.2 Amount of RB Liability

A RB's liability under this section 4.7 shall be the lesser of (1) the amount of any payments to which the Receiver was not entitled, or (2) the amount in the Receiver's account at the time the RB receives (i) a reclamation entry initiated by the OB pursuant to section 2.5 (Reclamation Entries) and not returned by the RB or (ii) a written demand for payment from the OB or Originator pursuant to subsections 4.7.3 (Demand for Payment) and 4.7.4 (Timing) and has a reasonable opportunity to act upon such demand. A claim or demand by an Originator (or OB on the Originator's behalf) will be subordinate to claims or potential claims of The Government of the People's Republic of Bangladesh. The Originator must reimburse the RB for any payments made to the Originator pursuant to this section 4.7 that are subject to a subsequent claim of The Government of the People's Republic of Bangladesh.

4.7.3 Demand for Payment

A RB will have no liability under this section 4.7 unless and until it receives (1) a reclamation entry initiated by the OB pursuant to section 2.5 (Reclamation Entries) and not returned by the RB, or (2) a written demand for payment from the OB or Originator. The reclamation entry or written demand for payment must identify the name of the Receiver, the account at the RB credited on the Receiver's behalf, and the exact amount and approximate date of initiation for each entry involved.

4.7.4 Timing

A reclamation entry must be originated or a written demand for payment sent within five Banking days after the Originator receives notice of the death of the Receiver. If a reclamation entry is returned by the RB, the Originator may make a written demand for payment within 15 Banking days after it receives the returned reclamation entry.

4.7.5 Alteration by Agreement

Notwithstanding any other provision of these Rules, the liability provisions contained within this section 4.7 may be altered, amended, or superseded by a written agreement between the Originator and RB only if the agreement clearly and conspicuously states on its face that it is a master agreement, that both the Originator and RB consider it to be a master agreement, and that it is applicable to all payments subject to this section 4.7 sent by the 27 of 83

Originator to the RB for the benefit of all Receivers having accounts at the RB. No provision of these Rules prevents a RB from expressly agreeing in a master agreement that the liability provisions of this section 4.7 may be altered, amended, or superseded on a Receiver-by-Receiver basis. 28 of 83

SECTION 5.1 Return of Entries

5.1.1 Right to Return Entries

Except as otherwise provided for in subsection 5.1.3 (Restrictions on Right to Return), a RB may return an entry for any reason.

5.1.2 Requirements of Returns

Each return entry must comply with the requirements of Appendix Five (Return Entries). Except as otherwise provided in this section 5.1, subsection 5.3.2 (OB and Originator Action on Notification of Change), each return entry must be received by the BEFTN by its deposit deadline for the return entry to be made available to the OB no later than the next available session following the Settlement Date of the original entry. A return entry relating to a credit entry must be transmitted by the RB to the BEFTN if the Receiver of the entry does not have an account with the RB, the Receiver's account has been closed, or the RB is not permitted by law to receive credits for the Receiver's account. A return entry which is rejected by the BEFTN Authority does not meet or extend the deadline contained in this section 5.1.

5.1.3 Restrictions on Right to Return

A RB may not return an entry because it is a credit, debit, or zero Taka entry or is a particular type of credit, debit, or zero Taka entry. A RB may, however, return any debit entry or any entry received that concerns any account that is not a ■transaction account■ maintained with that RB.

5.1.4 Credit Entries Returned by Receiver

A RB may return any credit entry that is returned to it by a Receiver as provided for in subsection 4.3.4 (Time of Crediting of Entries). The RB must transmit the return entry to the BEFTN by next available session following the Banking day of receipt by the RB from the Receiver.

5.1.5 Return of Un-posted Credit Entries

A RB must return all credit entries that are not credited or otherwise made available to its Receivers' accounts by next available session following the Settlement Date.

5.1.6 Acceptance of Return Entries by OB

An OB must accept return entries complying with message format and transmitted by the RB within the time limits established by these Rules.

ARTICLE FIVE

RETURN, ADJUSTMENT, CORRECTION AND ACKNOWLEDGEMENT 29 of 83

SECTION 5.2 Notification of Change

5.2.1 Notifications of Change; RB Warranties and Indemnity

A RB may transmit a notification of change (NOC) to the BEFTN provided that (1) the notification of change complies with the requirements and (2) except for NOCs due to merger, acquisition, or other similar events, the NOC is transmitted within next available session of the Settlement Date of the entry to which the NOC relates.

5.2.2 OB and Originator Action on Notification of Change

Unless otherwise provided for in this Article Five, an OB must accept NOCs that comply with the requirements of message format and that are transmitted by the RB within the time limits established by these Rules. Each OB must, at a minimum, provide to the Originator

information relating to NOCs in accordance with the requirements. The Originator must make the changes specified in the NOC within six Banking days of receipt of the NOC information or prior to initiating another entry to the Receiver's account, whichever is later.

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ARTICLE SIX SETTLEMENT AND ACCOUNTABILITY

SECTION 6.1 Maintenance of Central Bank Account

Each Participating Bank must maintain an account with Bangladesh Bank.

SECTION 6.2 Settlement

Settlement among Participating Banks for entries, adjustment entry and return entries transmitted in accordance with these Rules will be effected by the crediting or debiting of the Bangladesh Bank accounts of Participating Banks referred to in section 6.1 (Maintenance of Central Bank Accounts).

SECTION 6.3 Effect of Settlement

Settlement of entries does not preclude a Participating Bank from pursuing any available legal rights or remedies concerning any entry, adjustment entry or return entry, including without limitation any right or remedy arising out of a return entry, transmitted after the time limits established by these Rules.

SECTION 6.4 Accountability for Entries

Each RB is accountable for the amount of all debit entries received that are not returned in accordance with these Rules, except as provided for in subsection 5.3.2 (OB and Originator Action on Notification of Change).

SECTION 6.5 Effect of RB Closing on Time of Settlement

If the scheduled Settlement Date of a debit entry is not a Banking day for the RB but is a day on which the Central Bank described in section 6.1 (Maintenance of Accounts at the Central Bank) is open, settlement will occur on the scheduled date.

SECTION 6.6 Effect of OB Closing on Time of Settlement

If the scheduled Settlement Date for a credit entry is not a Banking day for the OB but is a day on which the applicable office of the Central Bank described in section 6.1 (Maintenance of Accounts at the Central Bank) is open, settlement will occur on the scheduled date.

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ARTICLE SEVEN

RECALL, STOP PAYMENT, RE-CREDIT AND ADJUSTMENT

SECTION 7.1 Recall by OB or Originator

Except as allowed by sections 2.3 (Reversing Files), 2.4 (Reversing Entries), and 2.5 (Reclamation Entries), neither an Originator nor an OB has the right to recall an entry or file, to require the return of or adjustment to an entry, or to stop the payment or posting of an entry, once the entry or file has been received by the BEFTN.

SECTION 7.2 OB Request for Return

An OB may, orally or in writing, request a RB to return an erroneous entry initiated by the OB. For purposes of this section 7.2, an erroneous entry is an entry (1) that is a duplicate of an entry previously initiated by the Originator or OB, (2) that orders payment to or from a Receiver not intended to be credited or debited by the Originator, or (3) that orders payment in an amount different than that was intended by the Originator. The RB may, but is not obligated to, comply with such a request. The OB making such a request indemnifies the RB from and against any and all claim, demand, loss, liability or expense, including legal fees and costs, resulting directly or indirectly from compliance by the RB with such request.

SECTION 7.3 OB Agrees to Accept a Corporate Debit Return

If a RB receives written notification from a Receiver after the time for return has expired (see section 5.1 ■ Return of Entries) that a Corporate debit entry to the Receiver's account was, in whole or in part, not authorized by the Receiver, the RB may transmit a permissible return entry to the OB, provided that the OB agrees, either verbally or in writing, to accept the late return entry. The permissible return entry must be in the amount of the debit entry and must comply with the requirements of Article Five,

section 5.1 and Appendix Five (Return Entries).

SECTION 7.4 Stop Payment Affecting Consumer Accounts

A Receiver may stop the payment of a debit entry initiated or to be initiated to a Consumer Account of the Receiver by providing either verbal or written notification to the RB at least three Banking days before the scheduled date of the transfer. A RB may honour a stop payment order received within the three Banking day limit prescribed above, and, if it honours such a request, the RB has no resultant liability or responsibility to any Originator, OB, or other person having any interest in the entry. The RB may require that written confirmation of a verbal stop payment order be made within 7 days of a verbal stop payment order, provided that the RB notifies the Receiver of this requirement and provides an address to which the written confirmation should be sent at the time the verbal order is provided. If the RB requires written confirmation, the verbal stop payment order will cease to be binding after 7 days. A Receiver may withdraw a stop payment order by providing written notice to the RB. A stop payment order will remain in effect (1) for six months from the date of the stop payment order, (2) until payment of the debit entry has been stopped, or (3) until the Receiver withdraws the stop payment order, whichever occurs earliest.

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SECTION 7.5 Stop Payment Affecting Non-Consumer Accounts

A Receiver may order its RB to stop the payment of any debit entry initiated or to be initiated to a non-Consumer Account of the Receiver. The stop payment order must be provided to the RB at such time and in such manner as to allow the RB a reasonable opportunity to act upon the stop payment order prior to acting on the debit entry. The RB is obligated to comply with a verbal stop payment order only for a period of seven calendar days unless the order is confirmed in writing within that 7-day period. A written stop payment order is effective for six months unless it is renewed in writing.

SECTION 7.6 Receiver's Right to Re-credit

7.6.1 Receiver's Right to Re-credit

A RB must promptly credit the amount of a debit entry to a Consumer Account of a Receiver if (1) the Receiver sends or delivers to the RB a written statement as described in subsection 7.6.2 (Receiver's Written Statement) that the debit entry was not authorized by the Receiver, and (2) this written statement is sent or delivered to the RB within 180 calendar days from the date the RB sends or makes available to the Receiver information relating to the debit entry in accordance with section 4.4 (Periodic Statements).

7.6.2 Receiver's Written Statement

For all consumer entries, a Receiver must sign or similarly authenticate a written statement, in the form required by the RB, that the debit entry for which the Receiver is seeking re-credit under this section 7.6 was not authorized by the Receiver.

7.6.3 Unauthorized Debit Entry

For purposes of this section (7.6), a debit entry was not authorized by the Receiver if (1) the authorization requirements of subsection 2.1.2 (Receiver Authorization and Agreement) have not been met; (2) the debit entry was initiated in an amount greater than that authorized by the Receiver; or (3) the debit entry was initiated for settlement earlier than authorized by the Receiver. An unauthorized debit entry does not include a debit entry initiated with fraudulent intent by the Receiver or any person acting in concert with the Receiver.

7.6.4 Waiver of Right to Re-credit

An Originator may request a Receiver to waive the Receiver's rights under subsection 4.3.5 (Rights of Receiver Upon Unauthorized Debit to Its Account) with respect to one or more specific debit entries initiated to the Receiver's account. This waiver must (1) be in writing in a

document entitled ■Waiver with respect to pre■arranged debit■, (2) specify the amount of each entry to which the waiver applies, (3) specify the approximate date on which each entry was initiated by the Originator, (4) specify the Originator number designated in each entry, and (5) specifically state in substance that the Receiver waives any right to have a designated RB credit the amount of the entry or entries to the Receiver's account due to error, unless the error was made by the RB. Except for waivers complying with the requirements of this subsection 7.6.4, no waiver by a Receiver of rights provided in subsection 4.3.5 is effective for any purpose.

7.6.5 Effect of Execution of Waiver

If a waiver complying with the requirements of subsection 7.6.4 (Waiver of Right to Re■ 33 of 83

credit) has been signed by the Receiver and received by the RB in sufficient time and in such manner as to afford the RB a reasonable opportunity to act upon it, subsections 7.6.1 (Receiver's Right to Re■credit), 7.6.2 (Receiver's Written Statement), and section 7.7 (Adjustment Entries) shall not apply to the entry or entries to which the waiver relates. If an Originator transmits such a waiver, with a copy, to a RB, the RB, upon written request of the Originator, must acknowledge receipt on the copy of the waiver and promptly deliver or send that copy to the Originator.

7.6.6 Re-credit Right Not Exclusive

The rights provided to the Receiver under this section 7.6 are in addition to any rights provided under other applicable law.

SECTION 7.7 Adjustment Entries

7.7.1 RB's Right to Adjustment

For all consumer entries, a RB receiving the written statement described in subsection 7.6.2 (Receiver's Written Statement) may transmit an adjustment entry to its BEFTN in the amount of the unauthorized entry referred to in the written statement, provided that (1) no error was made by the RB in the debiting of the entry to the Receiver's account, (2) the written statement described in subsection 7.6.2 was sent or delivered to the RB, and (3) the RB transmitted the adjustment entry to the BEFTN by its deposit deadline for the adjustment entry to be made available to the OB no later than the opening of business on the Banking day following the one hundred eightieth calendar day following the Settlement Date of the original entry. The adjustment entry must comply with the requirements of section 5.1 (Return of Entries) and Appendix Five (Return Entries). A RB may consider a written statement as timely if, in its reasonable judgment, the written statement appears to have been sent within the time limits described above.

7.7.2 Warranty of RB

Each RB transmitting an adjustment entry pursuant to subsection 7.7.1 (RB's Right to Adjustment), warrants to each OB and the BEFTN prior to initiating the adjustment entry, the RB obtained from the Receiver a written statement complying with section 7.6 (Receiver's Right to Re-credit). Each RB breaching this warranty shall indemnify every OB and the BEFTN from and against any and all claim, demand, loss, liability, or expense, including legal fees and costs, resulting directly or indirectly from the breach of such warranty.

7.7.3 Copy of Written Statement

Each RB initiating an adjustment entry pursuant to subsection 7.7.1 (RB's Right to Adjustment) will provide a copy of the written statement obtained from the Receiver in accordance with section 7.6 (Receiver's Right to Recredit), provided such request is received by the RB within one year of the date of the initiation of the adjustment entry.

7.7.4 Acceptance of Adjustment Entries by OB

Each OB must accept adjustment entries transmitted to it in accordance with these Rules. 34 of 83

SECTION 8.1 Processing Obligation

The BEFTN Authority must, in accordance with Appendix Two (BEFTN Message Specifications):

- (1) Promptly process entries and entry data, insert the appropriate Settlement Date and Session, and files in accordance with section 8.2 (Rejection by BEFTN),
- (2) Transmit or make available entries and entry data to Participating Banks in accordance with agreed upon processing and delivery schedules,
- (3) total the debit and credit activity received from and transmitted to Participating Banks during each session and banking day, and
- (4) Calculate and report the settlement amounts for each session and banking day for all entries processed under these Rules.

SECTION 8.2 Rejection by BEFTN

If an entry or entry data received for processing does not meet the acceptance criteria set forth in message specification the BEFTN must in accordance with those Appendices either reject the entry or entry data to the appropriate OB or reject the entire batch or file containing the entry by notifying the appropriate OB.

SECTION 8.3 Originator Status Code Review

The BEFTN must review each batch of entries it receives to ensure that the appropriate status code pertaining to the Originator (the ■Originator Status Code■) is included in accordance with Appendix Two (BEFTN message Specifications). If a batch of entries contains an incorrect Originator Status Code or contains no Originator Status Code, the BEFTN will reject the batch.

SECTION 8.4 Record of Entries

The BEFTN Authority must retain a record of all entries, return entries, and adjustment entries (all referred to in this section as ■entries■) received or transmitted by it for twelve years from the date of receipt or transmittal of the entry. The BEFTN must provide a printout or access to the archive of the information relating to a particular entry if requested to do so by the Participating Bank that originated, transmitted, or received the entry.

ARTICLE EIGHT

OBLIGATIONS OF THE BEFTN AUTHORITY 35 of 83

ARTICLE NINE

RESPONSIBILITIES OF BEFTN AND BEFTN PARTICIPANTS

SECTION 9.1 General

This Article describes and governs the clearing and settlement of Bangladesh Electronic Funds Transfer Network (BEFTN) credit and debit items. The BEFTN Rules are binding on a sending bank that sends items to the BEFTN, a receiving bank that receives items from the BEFTN, an account holder that has agreed to settle for items under this Article. Any EFT item that is sent to the BEFTN for processing and settlement is subject to the provisions of this Article. The BEFTN processes such items as EFT operator and does not collect, present, or return such items as a ■collecting■ or ■returning■ bank.

SECTION 9.2 Sending Credit and Debit Items

9.2.1. A originating bank that maintains or uses a settlement account at the Bangladesh Bank may send an item to the BEFTN, provided the receiving bank maintains or uses a settlement account for BEFTN items at the Bangladesh Bank.

9.2.2. An item must be transmitted through the appropriate communication channel prescribed by the Bangladesh Bank and appropriate format in accordance with BEFTN rules.

SECTION 9.3 Security Procedures

9.3.1. All participating banks must follow the security procedures that the BEFTN prescribes, outlined in the relevant specifications.

9.3.2. All BEFTN files originated by the originating bank will be digitally signed and encrypted by the originating bank before transmission to BEFTN and all outgoing BEFTN files will be digitally signed and encrypted by BEFTN before being transmitted to the receiving bank.

9.3.3. Each originating bank and receiving bank shall prevent any disclosure of any aspects of the security procedures offered by BEFTN, as provided in the relevant specifications. The originating bank or the receiving bank shall notify the BEFTN Authority immediately if the confidentiality of these security procedures is compromised, and shall act to prevent the security procedure from being further compromised.

SECTION 9.4 Originating Bank's Agreements

By sending an item to the BEFTN, the originating bank:

(a) agrees to comply with the applicable BEFTN rules and agrees that those rules govern the relationships among the originating bank, the receiving bank and other parties interested in the item and covered by those rules;

(b) authorizes the BEFTN authority to process the item in accordance with these Rules.

(c) agrees that the BEFTN authority processes the items as the EFT operator and does not collect, present, or return the items as a ■collecting■ or ■returning■ bank.,

(d) authorizes the Bangladesh Bank holding the originating bank's settlement account to debit the amount of a credit item, or credit the amount of a debit item, to the originating bank's settlement account on the settlement date; and

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(e) agrees to indemnify the BEFTN authority (and Bangladesh Bank) processing or settling for the item for any loss or expense (including attorneys fees and expenses of litigation) incurred by the Bangladesh Bank as a result of any action taken with respect to the item by the Bangladesh Bank.

SECTION 9.5 Processing of Items

9.5.1. The BEFTN authority processes items in accordance with the applicable BEFTN rules. The BEFTN authority may reject, or may impose conditions to its processing of any item for any reason. The BEFTN authority will not act on instructions in an item other than information required by message specifications in applicable BEFTN rules. If the BEFTN authority notifies a originating bank of the receipt of a suspected duplicate file or any other problem, the BEFTN authority will reject the file.

9.5.2. The BEFTN authority provides an acknowledgment to the originating bank that it has received BEFTN files by electronic transmission and has performed limited processing of the files, as provided in applicable BEFTN rules.

9.5.3. An originating bank must designate the receiving bank for an item by routing number. The BEFTN authority is not responsible for the accuracy of a routing number contained in and/or verbally supplied from a publication, list or automated file issued by any organization other than Bangladesh Bank. The BEFTN authority may process an item on the basis of a routing number of a receiving bank appearing in any form on the item when received. The BEFTN authority is not responsible for any loss or delay resulting from acting on the routing number.

SECTION 9.6 Delivery of Items

9.6.1. By prior arrangement with a receiving bank, the BEFTN authority sends items by electronic means to the receiving bank. Alternatively, by prior agreement with a receiving bank the BEFTN authority may deliver items by making them available to the receiving bank to retrieve. The BEFTN authority will deliver such items when it has placed the items on the BEFTN storage device and made the items available for the receiving bank to retrieve. In emergency circumstances, the BEFTN authority may send items as arranged with the receiving bank. Items are considered received by a receiving bank in accordance with applicable BEFTN rules, except as provided in paragraph 9.6.2. A receiving bank should promptly advise the BEFTN Authority if it does not receive items by the expected date.

9.6.2. A receiving bank must manage its communication channel so as to permit it to receive items in a timely manner throughout the day. A receiving bank that does not receive items in a timely manner because it fails to so manage its communication channel, or because of emergency circumstances beyond the control of the BEFTN authority, is required to settle for the items with the Bangladesh Bank on the settlement date, but is not considered to receive the items for the purposes of the deadline for return.

SECTION 9.7 Time Schedules, Settlement Dates and Extension of Time Limits

9.7.1 The BEFTN items processing schedule as published from time to time will show the banking days and the deadlines for the BEFTN Authority to receive credit and debit items of various classes for immediate or next day settlement. The time schedule also shows the effective date window for classes of items and provisions for settlement for various effective dates.

9.7.2 The BEFTN Authority processes items in accordance with their processing schedules, and sends 37 of 83

them to the receiving bank on or before the settlement date. If, because of circumstances beyond the BEFTN Authority's control, it is delayed beyond the applicable time limit in acting on an item, the time for acting is extended for the time necessary to complete the action, provided the BEFTN Authority exercises such diligence as the circumstances require.

SECTION 9.9 Settlement

9.9.1 An originating or receiving bank's settlement obligation will be posted to the appropriate current account maintained at Bangladesh Bank.

9.9.2 On the settlement date (time), the Bangladesh Bank debits (or credits) that account in the amount of the net settlement figure arises out of a clearing cycle.

9.9.3 If the Bangladesh Bank finds that funds are insufficient in the account of a participating bank at the time of settlement, Bangladesh Bank may choose to provide a collateral-based intraday liquidity facility to the bank concerned for settling the transaction.

SECTION 9.10 Availability of Credit

9.10.1 Credit given for EFT debits by the Bangladesh Bank is available for use and may qualify as reserve on the settlement date, subject to paragraph 9.4, and other provisions of this article. However, in adverse circumstance Bangladesh Bank may refuse to permit the use of credit given for a debit item if it judges that there may not be sufficient funds in the originating bank's settlement account to cover chargeback or return of the item.

9.10.2 Credit given by the Bangladesh Bank for EFT credits is final and available for use by the receiving bank and may qualify as reserve.

SECTION 9.11 Receiving Bank's Agreements

9.11.1 A receiving bank, by maintaining or using an account with the Bangladesh Bank for settlement of items or by accepting an item from the Bangladesh Bank:

(a) agrees to comply with the applicable BEFTN rules and agrees that those rules govern the relationships among the originating bank, the receiving bank and other parties interested in the item and covered by those rules;

(b) agrees to process the item in accordance with this Article;

(c) agrees that the BEFTN Authority does not collect, present, or return the items as ■collecting■ or ■returning■ bank;

(d) authorizes the Bangladesh Bank to credit the amount of a credit item, or debit the amount of a debit item to the receiving bank's settlement account on the settlement date; and

(e) agrees to indemnify Bangladesh Bank for any loss or expense (including attorneys' fees and expenses of litigation) incurred as a result of a breach of the foregoing agreements or of any action taken by the Bangladesh Bank in accordance with its Rules.

9.11.2 The agreements, authorization and indemnity in paragraph 9.11.1 do not limit any other agreement, authorization or indemnity not inconsistent with paragraph 9.11.1 made by a receiving bank to an originating bank, the BEFTN Authority or another person. 38 of 83

SECTION 9.12 Return of Items and Funds

9.13.1 A receiving bank may return a debit or credit item to the BEFTN Authority in accordance with the applicable BEFTN rules and by the deadline set forth in the BEFTN time schedule. The receiving bank is accountable for the amount of a debit item if the returned item is not received by the deadline.

9.13.2 The BEFTN Authority processes a returned item it receives from a receiving bank and sends it or makes it available to the originating bank in accordance with the provisions of these Rules governing the processing of items. On the settlement date, the Bangladesh Bank debits or credits the current account of the receiving bank in the amount of a returned debit or credit item, and credits or debits the settlement account of the originating bank in the amount of the returned debit or credit item

SECTION 9.13 Advices of Credit and Debit

Bangladesh Bank provides advices of credit and debit to the participating banks' for settlement of items.

SECTION 9.14 Records

Each originating and receiving bank must keep records for twelve years that permit it to resolve questions that arise concerning the handling of items ; and to produce items if the other participating bank notifies that the items on their possession have been lost because of a computer outage or other reason. The BEFTN Authority keeps records of items processed for twelve years after the settlement date.

SECTION 9.15 Fees and Penalties

Bangladesh Bank shall charge fees for processing of BEFTN items and will provide notification to Participating Banks of such fees from time to time. In addition Bangladesh Bank may impose a penalty to a Participating Bank for violating the Rules and other instructions to this regard.

SECTION 9.16 Non-Value Messages

The BEFTN Authority handles a message that does not result in an accounting entry, such as a notification of change, in the same manner as an item except that no funds are transferred. The BEFTN Authority's liability for damage caused by its failure to exercise ordinary care or by its own or its employees' willful misconduct, in processing a non-value message may not exceed the amount of any fee paid to the Bangladesh Bank for the message.

SECTION 9.17 BEFTN Authority's Liability

9.17.1 Limitation of Liability

(a) the BEFTN Authority is responsible or liable only to a originating bank, and a receiving bank only for its own failure to exercise ordinary care, or for its own or its employees' willful misconduct;

(c) the BEFTN Authority does not make any warranty with respect to an item it processes or settles for under these Rules and

(d) no participating bank may make a claim against the BEFTN Authority for loss resulting from the BEFTN Authority's processing of or settling for an item after one year from the settlement date of the item. If a participating bank does not send written objection to an advice of debit to the Bangladesh Bank within thirty calendar days 39 of 83

after receipt of the advice, it is deemed to approve the debit on its own behalf.

9.18.2 The measure of damages for the BEFTN Authority's failure to exercise ordinary care, or for its own or its employees' willful misconduct is as follows:

(a) For a credit item (including a returned credit item), its liability is limited to damages that are attributable directly and immediately to the failure to exercise ordinary care or to the willful misconduct, and does not include damages that are attributable to the consequences of such conduct, even if such consequences were foreseeable at the time of such conduct.

(b) For a debit item (including a returned debit item), its liability for its failure to exercise ordinary care is limited to the amount of the item reduced by an amount that could not have been realized by the use of ordinary care. Where there is willful misconduct with respect to a debit item, the measure of damages includes other damages that are attributable directly and immediately to the willful misconduct, but does not include damages that are attributable to the consequences of such misconduct, even if such consequences were foreseeable at the time of such misconduct.

SECTION 9.18 as of Adjustments

The Bangladesh Bank, in its discretion, may satisfy its obligation to pay compensation in the form of interest by:

(a) providing an adjustment to an originating or receiving bank in an amount equal to the amount on which interest is to be calculated multiplied by the number of days ; or

(b) paying compensation in the form of interest to an originating bank, receiving bank or another party to the item that is entitled to such payment.

SECTION 9.19 Right to Amend

The Bangladesh Bank reserves the right to amend this Article at any time without prior notice. 40 of 83

ARTICLE TEN

DISPUTE RESOLUTION PROCEDURES

This article outlines the procedures for settlement of disputes among participants that arises out of the clearing of BEFTN payment instructions.

Section 10.1 Wrong transfer due to OB's error

Where an originating bank mistakenly sends EFT instructions different from originator's instructions vide wrong account number, wrong amount, duplication etc. to a receiver's account and requests the reversal in pursuant to section 2.3 (Reversing Files), the receiving bank shall oblige without recourse to the customer of the Receiving bank provided funds are available. An automatic indemnity shall be inferred against the originating bank making the reversal request. Where funds are not available, the Receiving Bank shall immediately notify its customer that the account was wrongly credited and provide proof of such notification to the Originating Bank. The Receiving Bank shall notify the customer the consequences of not funding the account within 24 hours, which includes watch-listing in the banking industry, Credit bureau and reporting to law enforcement agencies. The Receiving bank shall watch list the customer if they fails to provide fund within 07 days. The Receiving Bank shall refund the transaction as soon as funds are either partially or fully available.

Section 10.2 Transfer recall due to customer error

In case of EFT credit entry where a customer claims to have made a transfer in error, the following provisions shall apply:

10.2.1. Where the receiver is known to the claimant, the Originating Bank shall encourage the originator to contact the receiver for an amicable settlement;

10.2.2. Where the receiver is not known to the originator or a known receiver refused to effect a refund to the originator, the Originating Bank having received a tenable claim from originator shall notify the Receiving Bank who shall place a lien on the amount in the account of the receiver and thereafter obtain the consent of the receiver to execute refund;

10.2.3. Where the receiver does not give consent, the nominated officials (BACH Manager) of the Originating and Receiving Bank shall mediate between the two customers within 2 weeks of the complaint to resolve the issue and their decision shall be final. Accordingly, the lien on the amount in the receiver's account shall not last more than 2 weeks;

10.2.4. A Dispute request is initiated by the Receiving bank either on request of the Originator or by the Originating bank itself based on internal reasons.

10.2.5. In case of an EFT debit entry to a consumer account, if the receiver confirms in written that the entry was an unauthorized one or the authorization has been cancelled or expired, the receiving bank will initiate a reversal immediately under section 7.6.1 (Receiver's Right to Re-credit) if the complaint is been made within 180 days of the original entry. If the claim is been made after 180 days then the receiving bank will contact with the originating bank and thereby seek the recourse.

The Originating bank can verify the case/get confirmation from the originator/receiver and under certain conditions has the right to accept or reject the dispute request. The reply on dispute request in essence is to accept or reject the dispute request. Only in case a dispute is accepted by the Originating bank, the Originating bank will be debited and the Receiving bank will be credited.

If the participants fail to settle a dispute amicably the dispute shall be referred to the Arbitration process as provided in the following section 10.4 (Arbitration).

Section 10.3 Fraudulent Entry

If the originator doesn't get proper cooperation from the originating bank regarding settlement of a disputed (fraudulent) entry, that the originator claimed to have not been initiated, s/he may directly apply to the Arbitration Panel of Bangladesh Bank for remedial

Section 10.4 Arbitration

Participating banks involved in a dispute, which cannot prima facie be settled by mutual agreement at the Head Office level, may submit the relevant facts to the Payment Systems Department (PSD) of the Bangladesh Bank for Arbitration. The dispute must be submitted to General Manager, Payment Systems Department Bangladesh Bank along with complete details within fifteen (15) working days from the date of receipt of the complaint from the customer. Bangladesh Bank shall resolve the disputes within thirty (30) working days having one or more meetings as required. However, in case of lack of direct or circumstantial evidence or if further investigation is needed, additional time may be taken to make the decision.

Section 10.5 Arbitration Panel

An Arbitration Panel may be constituted of at least three (3) officials from the Bangladesh Bank. The panel would be presided by a Deputy General Manager (DGM) and two (2) other members should be from business team and ICT team. For co-ordination of arbitration each member bank should nominate at least two officers at their end to present the facts or documents relating to the dispute and act as primary and secondary contact points.

Section 10.6 Presentment of Arbitration

The Arbitration process would be fair and effective and that all relevant information would be properly considered. The parties to any dispute must jointly (or individually) sign a reference indicating their intention that the dispute be referred to Arbitration for resolution. The reference must contain the following information:

- i. A statement of the claim made by the and/or a statement of the defense and counterclaim of the Respondent as the case may be;
- ii. A statement of the facts surrounding the claim, defense or counterclaim as the case may be;
- iii. Identification of the documentary evidence sought to be relied upon and where practicable copies of the documentary evidence should be appended to the Reference;
- iv. A statement of the BDT amount of damages or the relief sought;
- v. Any other information or arguments that may be relevant.

The coordinator of the Arbitration Panel will transfer the request and the response to the members of the panel in a ■Dispute File■ and will assign it a file number.

Section 10.7 Convening the panel and inviting the parties

The Coordinator as decided by the Bangladesh Bank will determine the time and place for the panel to meet and will provide early notice of the meeting to the parties. In the case of an agreed-upon panel, the Chairman of the panel has the authority to set the time and place of the panel's meeting and to invite the parties. 42 of 83

10.7.1. Additional meeting of the panel

The panel will endeavor to decide the matter within one meeting. In special cases, when a decision cannot be reached, the chairman of the panel will – prior to the conclusion of the first meeting – decide on an early date for an additional meeting (s) to complete the arbitration. The number of additional meeting will be decided by the chairman of the panel as it seems necessary.

Section 10.8 the Dispute File

The dispute file organized by the Co-ordinator of the Arbitration Panel will have the following characters-

- i. All the materials brought before the panel will be contained in a Dispute File, which will also contain the protocol of the panel meeting
- ii. The Chairman of the panel will see to it that a protocol is recorded which includes the main

points of the dispute, a summary of the arguments of each side, the conclusions of the panel and its decision. The Coordinator will present a copy of the protocol to each side on request

iii. The request and the response in the protocol or the Dispute File shall not include information that violates banking confidentiality.

Section 10.9 Record keeping

For record keeping relating to complaints, banks are required to follow instructions stated in the BEFTN operating rules. For complaints escalated to Courts, all the related evidences should be retained till the final decision.

Section 10.10 Decision/Award

The decision shall be made promptly by the panel within stipulated time. The panel need not state the reasons for the decision. The panel may award simple or compound interest on any sum awarded at such rate or rates and in respect of such period or periods ending not later than the date of the award as the panel considers just. All awards must be issued through the Chairman. The panel must deliver to the Co-ordinator a number of original copies of the decision sufficient for the parties and for filing purpose. The Co-ordinator shall release the decision to the parties upon the full settlement of fees and expenses. The award shall be final, binding and enforceable according to its terms and the parties undertake to carry out the award without delay.

Section 10.11 Acceptance of the panel's decision

The banks under dispute shall accept the decision of the panel to which a dispute between them is brought for clarification. Nonetheless, it is hereby clarified that the procedure in this section should not be viewed as agreement to engage in legal clarification.

Section 10.12 Additional clarification by a special panel

The decision of a panel is final. In special cases, which will be considered as exceptions, the Chairman of the Panel will have the authority to bring a dispute for additional clarification before a special panel that he will convene.

Section 10.13 The procedures for discussion in the panel and for initiating clarification

The Chairman of the Panel has the authority to determine the panels' procedures for discussion and additional procedures for bringing a dispute before a panel for discussion.

Section 10.14 Costs

The panel shall specify in the final meeting the costs of the arbitration and decide which party shall bear them and in what proportion. The "costs of the arbitration" shall include: 43 of 83

- i. The fees of the panel [for a single meeting it would be BDT 5,000.00 per person] would be fixed by the Bangladesh Bank from time to time;
 - ii. The costs of expert advice or of other assistance rendered; and
 - iii. All expenses which are reasonably incurred by the BB in connection with the arbitration.
- The panel has power to order in its award, that all or part of the legal or other costs of one party shall be paid by the other party. Such costs shall, unless the award otherwise fixes or directs, be taxable by the Co-ordinator.

Section 10.15 Proposals for changes in the rules

On the basis of its experience in arbitrating the disputes, the panel can propose changes in the BEFTN rules that may be deemed fit to the payment Systems Department of Bangladesh Bank.

Section 10.16 Publication of the highlights of the clarification

The Chairman of the Panel has the authority to publish the panel decisions.

Section 10.17 Indemnification of Arbitration Panel

Where they can be deemed to be acting in good faith the members of the Arbitration Panel shall have no liability whatsoever, whether for acts or omissions or with respect to any other matter, arising directly under Arbitration. The parties to the Arbitration expressly agree to this and further expressly hereby agree to indemnify other parties and the Arbitration Panel and keep each of them harmless from any and all claims, which could arise in connection therewith.

Section 10.18 Dispute Resolution Flow

Customer provides
clarification details if
required 44 of 83

ARTICLE ELEVEN DEFINITION OF TERMS

- (1) **Access** means the right of or opportunity for an institution to use BEFTN system to settle payments on its own account or for customers.
- (2) **Addenda record** means an EFT record type that carries the supplemental data needed to completely identify an account holder or provide information concerning a payment to the RB and the receiver.
- (3) **Alphanumeric** means any character 0-9, A-Z, a-z, blank, and printable special characters which have an ASCII value greater than hexadecimal 1F. Fields defined in these Rules as **alphanumeric** may contain any of these allowable characters.
- (4) **Banking Day** means, with reference to a Participating Bank, any day on which such Bank is open to the public during any part of such day for carrying on substantially all of its Banking functions, and, with reference to the BEFTN, and any day on which the appropriate facility of such BEFTN Operation is being operated.
- (5) **Banking System** means all Banks that in particular accept deposits, provide and/or offer payment services directly to users as one of their core business functions. This includes the central bank as well.
- (6) "Batch" means the transmission or processing of payment items/instruments collectively in a group.
- (7) **BEFTN Authority** means a funds transfer system operator governed by these Rules which provides for the inter-bank clearing of electronic credit and debit entries for participating Banks.
- (8) "Business continuity" means a payment system's arrangements which aim to ensure that it meet agreed service levels even if one or more components of the system fails or if it is affected by an abnormal external event. Include both preventive measures and arrangements to deal with contingencies.
- (9) "Business Day" means a Banking Day including all days except weekly holidays and all approved Bank Holidays.
- (10) "Clearing" means exchanging, reconciling and netting of payment instructions among participants and operators of payment system.
- (11) **Consumer Account** means an account held by a Participating Bank and established by a natural person primarily for personal, family or household and not for commercial purposes.
- (12) **Consumer Entry** means a credit or debit entry initiated by an organization pursuant to a standing or a single entry authorization from a Receiver to affect a transfer of funds to or from a Consumer Account of the Receiver. 45 of 83
- (13) **Corporate Entry** means a debit or credit entry initiated by an organization to consolidate funds of that organization from its branches, franchises or agents, or from other organizations, or to fund the accounts of its branches, franchises or agents, or of another organization.
- (14) **Data Transmission** means the electronic exchange of information between two data processing points.
- (15) **Direct debit** means a method of collection used in EFT system for certain claims, generally those that are repeated over a period of time, under which the debtor gives his or her

bank authorization to debit his or her account upon the receipt of an entry issued by a creditor.

(16) **Direct Deposit** means an EFT service that provides for the electronic transfer of funds directly into the account of a payee, usually an employee receiving salary or social security benefits.

(17) **Effective Entry Date** means the date the originator expects payment to take place. The BEFTN reads the effective entry date to determine the settlement date.

(18) **Electronic** means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

(19) **Electronic Fund Transfer (EFT)** means transfer of fund among accounts after getting proper instructions from account holder and is executed by Payment System Participants or Payment Service Provider.

(20) **Electronic Record** means an agreement, authorization, written statement, or other record created, generated, sent, communicated, received, or stored by electronic means.

(21) **Electronic Signature** means an electronic sound, symbol, or process attached to or logically associated with an agreement, authorization, written statement, or other record and executed or adopted by a person with the intent to sign the record.

(22) **Entry** means an order or request complying with the requirements of Appendix Two (BEFTN message Specifications) (1) for the transfer of money to the account of a Receiver (a **credit entry**), (2) for the withdrawal of money from the account of a Receiver (a **debit entry**), (3) a zero Taka entry.

(23) **Entry data** means, as applicable, returned entries, adjustment entries, notifications of change and/or other notices or data transmitted through the BEFTN pursuant to these Rules.

(24) **End user** is a customer of a bank who provides payment instructions to the bank for completing a financial transactions

(25) **File** means a group of entries complying with the requirements of Appendix Two (BEFTN Record Format Specifications), associated with a given transmittal register and the control totals set forth therein.

(26) **Finality** means irrevocable and unconditional

(27) **Funds Availability** means the time at which the funds resulting from a funds transfer are made available to the customer.

(28) **Inbound entry** means an entry that originates in another country and is transmitted to The People's Republic of Bangladesh.

(29) **Net settlement system** means a settlement system in which final interbank settlement 46 of 83

of individual transfer instructions occurs on a net basis at one or more discrete, specified times during a processing day.

(30) "Netting" means calculating the net dues among the Payment System Participants.

(31) **On-us Entry** means an entry within an EFT file destined for an account holder at the Originating Bank.

(32) **Operational risk** means the risk that arises out of deficiencies in information systems or internal controls and could result in unexpected losses.

(33) **Organization** means a corporation, partnership, association or other entity, governmental or private, or a natural person, provided that, in the case of a natural person, any account of such person to be debited or credited with the amount of any entry is maintained primarily for commercial and not for personal, family or household purposes.

(34) "Originating Bank" is the bank which receives payment instructions from its customer (the Originator) and forwards the Instructions to BEFTN.

(35) "Originator" is the entity that agrees to initiate EFT entries into the network according to an arrangement with a receiver. The originator is usually a company, bank itself, government agency or an individual directing a transfer of funds to or from their account.

- (36) **■Participating Bank**” means a Bank who is a participant in a payment system.
- (36) **■Payment**” means payer’s transfer of a monetary claim on a party acceptable to the payee.
- (37) **■Payment infrastructure**■ the entirety of network facilities, technologies and procedures for accessing and transacting payment instructions and for processing, clearing and settling the same.
- (38) **■Payment systems**” m e a n a process for payment, clearing and settlement.
- (40) **■Posting**■ the process of recording debits and credits to individual account balances.
- (41) **■Person**” means a human being or an organization having legal entity.
- (42) **■Receiver**■ is Person or organization receiving a Payment Instruction from the System.
- (43) **■Receiving Bank**■ is the Bank where receiver maintains account with.
- (44) **■Retail payment**■ m e a n s a payment between various consumers, businesses and governments of relatively low value and urgency.
- (45) **■Record**■ means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.
- (46) **■Retail payment infrastructure**■ means mechanisms used for transaction, clearing and settlement of relatively low■value non■urgent payments initiated through payment instruments/instructions such as che ques, drafts, payment orders, EFT credit transfers, EFT direct debits, card payments etc.
- (47) **■Return**■ means any EFT entry that has been returned to the originating bank by the receiving bank or by the BEFTN because it cannot be processed. The reasons for each return are included as **■return reason code**■. 47 of 83
- (48) **■Routing Number**■ is a nine digit number that identifies a specific bank branch assigned by Bangladesh Bank.
- (49) **■SEC Codes**■ means each EFT transaction is identified and recognized by a three■digit code known as the Standard Entry Class (SEC) Code, from which the type of payment as well as the consumer/corporate instruction might be understood.
- (50) **■Settlement**■ means clear up of dues by transferring of funds or securities among the Payment Systems Participants.
- (51) **■Settlement Date**■ means the date on which an exchange of funds with respect to an ent ry is reflected on the books of the Bangladesh Bank.
- (52) **■Settlement risk**■ means general terms used to designate the risk that settlement in a funds transfer system would not take place as expected.
- (53) **■Settlement Date**■ means the date an exchange of funds with respect to an entry is reflected on the books of the Bangladesh Bank.

(54) **Single Entry** means a one-time transfer of funds initiated by an Originator in accordance with the Receiver's authorization for a single BEFTN credit or debit to the Receiver's Consumer Account.

(55) **Stakeholder** in a payment system stakeholders are those parties whose interests are affected by the operation of the system.

(56) **Transmit** means to deliver by electronic means of communication.

(57) **Transaction Code**: the two digit code in the EFT record that determines whether an entry is a debit or a credit to a account,

(58) **Zero Entry** means an entry which carries a zero amount but does include payment related remittance data. Zero entries are limited to corporate entries that carry remittance data related to the payment.

SECTION 11.2 Construction Rules

Unless the context otherwise requires, words in a singular number include the plural, and in the plural include the singular. The term **section** refers to a subdivision of an Article containing a two digit number (e.g., **2.1**); the term **subsection** refers to a subdivision of a section containing a three or four digit number (e.g., **2.1.1**).

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APPENDIX ONE BEFTN FILE EXCHANGE SPECIFICATIONS

The following information outlines the requirements for processing electronic transmissions, addresses the sequence of records in a BEFTN file, and gives a descriptive overview of the various logical records contained in a file.

SECTION 1.1 Electronic Transmission Requirements

To ensure compatibility in electronic file transmission, necessary operating details need to be addressed between a Participating Bank and BEFTN.

SECTION 1.2 BEFTN CD/DVD Specifications

In contingency situations, data may be submitted on CD/DVD media.

SECTION 1.3 Data Specifications

All alphanumeric and alphabetic fields must be left justified and space filled. All numeric fields must be right justified, unsigned, and zero filled. Characters used in BEFTN records are restricted to 0-9, A-Z, a-z and space.

SECTION 1.4 Sequence of Records in BEFTN Files

Each file begins with a File Header Record. After the File Header may be any number of batches. Each batch is identified by a Batch Header Record and contains one or more Entry Detail Records. The number of addenda records that accompany each entry is dependent upon the Standard Entry Class Code. At the end of each batch is a Batch Control Record. Each file is ended with a File Control Record. The records in BEFTN files must be in the following sequence:

File Header Record

Batch #1

Company/Batch Header
Record
Entry Detail Records or Corporate Entry Detail Records
(with Addenda Records) Company/Batch
Control Record
Batch #2
Company/Batch Header
Record
Entry Detail Records or Corporate Entry Detail Records
(with Addenda Records) Company/Batch
Control Record
Batch #n
Company/Batch Header
Record
Entry Detail Records or Corporate Entry Detail Records
(with Addenda Records) Company/Batch
Control Record
File Control 49 of 83

Record

SECTION 1.5 File Structure

File Header Record

The File Header Record designates physical file characteristics and identifies the immediate origin (or BEFTN) and destination (or BEFTN) of the entries contained within the file or within the transmitted batched data. In addition, this record includes date, time, and file identification fields which can be used to identify the file uniquely.

Company/Batch Header Record

The Company/Batch Header Record identifies the Originator and briefly describes the purpose of the entry. For example, ■GAS BILL■ or ■SALARY■ indicates the reason for the transaction originated by the Originator. The Company/Batch Header Record contains the Routing Number of the OB for settlement, routing of returns, and other control purposes. In addition, the Company/Batch Header Record can indicate the intended effective entry date of all transactions within the batch. The information contained in the Company/Batch Header Record applies uniformly to all subsequent Entry Detail Records in the batch.

Entry Detail Record, Corporate Entry Detail Record

Entry Detail Records contain that information sufficient to relate the entry to the Receiver, i.e., individual bank account number, identification number, name, and the debit or credit amount as indicated by the Transaction Code.

The information in the Company/Batch Header Record must be incorporated with the Entry Detail Records to describe fully that entry and all participants in the transaction. The information in the Company/Batch Header Record identifies the Originator; the Trace Number identifies the OB; bank account information identifies both the RB and the specific account. In addition to the basic entry format, Transaction Codes for Entry Detail Records have been defined to accommodate zero Taka entries, and return entries. Zero entries are identical to the basic entry format but contain appropriate Transaction Codes and zeros in the Amount field. Zero entries can be batched with other entries or batched separately. A zero entry must be accompanied by at least one Addenda Record.

Return entries are distinguished by special Transaction Codes and must be batched separately from other Taka entries.

Addenda Record

Addenda records will be used by the Originator to supply additional information about Entry Detail Records that will be passed from the OB through the BEFTN to the RB. Addenda records associated with the original Entry Detail Record or Corporate Entry Detail Record will not be included with any Entry Detail Record being returned. Only BEFTN sanctioned specification will be permitted, as specified by the Addenda Type Code. Addenda record information may only be used for the purpose of transmitting payment related information. Any other use is prohibited. Each instruction and its corresponding number of addenda records are listed below:

INSTRUCTION MAX ■ ADDENDA Mandatory/Optional

CCD 1 Optional

CIE 1 Optional

NOC 1 Mandatory 50 of 83

CTX 9,999 Optional

PPD 1 Optional

RETURNS 1 Mandatory

Company/Batch

Company/Batch Control Record

The Company/Batch Control Record contains the counts, hash totals, and total Taka controls for the preceding detail entries within the indicated batch.

All Entry Detail Records are hashed. Both Entry Detail Records and Addenda Records are included in the entry/addenda counts; Batch Header and Batch Control Records are not included.

File Control Record

The File Control Record contains amount, entry, and hash total accumulations from the Company/Batch Control Records in the file. This record also contains counts of the number of blocks and the number of batches within the file (or batched data transmitted to a single destination).

Sequence of Records:

SECTION 1.6 Trace Number Sequence in BEFTN Files

Banks must always prepare files so that individual Entry Detail Records within individual batches are in ascending Trace Number order (although Trace Numbers need not necessarily be consecutive). The Trace Number in an Addenda Record is the same as that of the Entry Detail Record with which the Addenda Record is associated.

Addenda Records must be in consecutive ascending order by the Addenda Sequence Number.

Entry Detail Record

File header record

Entry Detail Record

Batch Header Record

Batch Control Record

Batch Header Record

Entry Detail Record

Entry Detail Record

Batch Control Record

File Control Record

One per batch

One per batch

One per file,

last logical

record

One per file,

last logical

record

Batch 1

Batches 2-N

Batch N 51 of 83

APPENDIX TWO

BEFTN MESSAGE SPECIFICATIONS

The BEFTN message specifications are designed to assist BEFTN participants in properly formatting and retrieving transaction information. This section details the contents of the various message formats and defines the code values and data elements. The inclusion requirements, contents, and lengths of data elements are illustrated in the message formats, which are arranged according to their sequence in the file. The glossary defines and explains the application of each field.

SECTION 2.1 Code Values

Addenda Record Indicator

Record Format Location: Entry Detail Record and Corporate Entry Detail Record

0 No addenda record follows the entry

1 One or more addenda records follow the entry

Addenda Type Codes

Record Format Location: Addenda Record

05 Addenda Record (Applies to CCD, CIE, CTX, and PPD Entries)

98 Automated Notification of Change (NOC) Addenda Record

99 Automated Return Entry Addenda Record

Originator Status Codes

Record Format Location: Addenda Record

0 File prepared by BEFTN

1 This code identifies the Originator as a Bank which has agreed to be bound by these Rules

2 This code identifies the Originator as a government entity or agency not subject to these Rules.

Record Type Codes

Record Format Location: The first position of all record formats. These codes are uniquely assigned for each type of record as follows:

1 File Header Record Format

5 Company/Batch Header Record Format

6 Entry Detail Record Format (Consumer and Corporate)

7 Addenda Record Formats

8 Company/Batch Control Record Format

9 File Control Record Format

Service Class Codes

Record Format Location: Company/Batch Header Record and Company/Batch Control Record

220 BEFTN Credits Only

225 BEFTN Debits Only

Standard Entry Class Codes

Record Format Location: Company/Batch Header Record

Transaction Codes

Record Format Location: Entry Detail Record

Current Credit Records (Current Deposit Accounts)

21 Automated Return or Notification of Change for original transaction code 22, 23 or 24

22 Automated Deposit

23 Prenotification of Demand Credit Authorization

24 Zero Taka with remittance data (for CCD and CTX entries only); 52 of 83

Current Debit Records (Current Deposit Accounts)

25 Reserved

26 Automated Return or Notification of Change for original transaction code 27, 28 or 29

27 Automated Payment

28 Prenotification

29 Zero Taka with remittance data (for CCD and CTX entries only)

Savings Account Credit Records

30 Reserved

31 Automated Return or Notification of Change for original transaction code 32, 33 or 34

32 Automated Deposit

33 Prenotification

34 Zero Taka with remittance data

Savings Account Debit Records

35 Reserved

36 Automated Return or Notification of Change for original transaction code 37, 38 or 39

37 Automated Payment

38 Prenotification

39 Zero Taka with remittance data

SECTION 2.2 Glossary of File Format Data Elements

Field Inclusion Requirements

The following information defines the need for inclusion of certain data fields in BEFTN entries. This involves the standardization of three definitions: Mandatory, Required, and Optional.

Mandatory for BEFTN Processing: A ■Mandatory■ field is necessary to ensure the proper routing and/or posting of a BEFTN entry. Any ■Mandatory■ field not included in a BEFTN record will cause that entry, batch, or file to be rejected by the BEFTN. A rejected entry will be returned to the OB by the BEFTN. A rejected batch or rejected file will be reported to the OB or by the BEFTN.

Required: The omission of a ■Required■ field will not cause an entry reject at the BEFTN, but may cause a reject at the RB. An example is the BANK Account Number field in the Entry Detail Record. If this field is omitted by an OB, the RB may return the entry as unable to be posted. Data classified as ■Required■ should be included by the Originator and OB to avoid processing and control problems at the RB.

Optional: The inclusion or omission of an ■Optional■ data field is at the discretion of the Originator and OB. However, if a BANK does originate files using optional data fields, these fields must be returned to the OB if the entry is returned.

SECTION 2.3 Sample message format of EFT file

2.3.1 CIE Message Format

```
<EFT>
<FHR>
  <PriorityCode>01</PriorityCode>
  <ImmediateDestination>025270002</ImmediateDestination>
  <ImmediateOrigin>025278888</ImmediateOrigin>
  <CreationDate>190711</CreationDate>
  <CreationTime>1132</CreationTime> 53 of 83

  <FileIdModifier>7</FileIdModifier>
  <FormatCode>1</FormatCode>
  <ImmediateDestinationName>BACH</ImmediateDestinationName>
  <ImmediateOriginName>BANG</ImmediateOriginName>
  <Currency>BDT</Currency>
</FHR>
<BHR>
  <ServiceClassCode>220</ServiceClassCode>
  <CompanyName>Company</CompanyName>
  <CompanyDiscretionaryData>DISCRETIONARY</CompanyDiscretionaryData>
  <CompanyId>12345678910</CompanyId>
  <SECC>CIE</SECC>
  <CompanyEntryDesc>EntryDesc</CompanyEntryDesc>
  <CompanyDescDate>190711</CompanyDescDate>
  <EffectiveEntryDate>190711</EffectiveEntryDate>
  <SettlementJDate>000</SettlementJDate>
  <OrigStatusCode>1</OrigStatusCode>
  <OrigBank>02527888</OrigBank>
  <BatchNumber>0000001</BatchNumber>
</BHR>
<EDR>
  <TransactionCode>22</TransactionCode>
  <ReceivingBank>02027000</ReceivingBank>
  <CheckDigit>7</CheckDigit>
  <DFIAccountNum>123456789</DFIAccountNum>
  <Amount>0000010100</Amount>
  <ReceiverName>123</ReceiverName>
```

<IndividualId>Receiver</IndividualId>
<DiscretionaryData> </DiscretionaryData>
<ADRIndicator>1</ADRIndicator>
<TraceNumber>025278880000017</TraceNumber>
</EDR>
<ADR>
<AddendaTypeCode>05</AddendaTypeCode>
<PaymentInfo>Payment related information</PaymentInfo>
<AddendaSeqNum>0001</AddendaSeqNum>
<EntryDetailSeqNum>025278880000017</EntryDetailSeqNum>
</ADR>
<BCR>
<ServiceClassCode>220</ServiceClassCode>
<EntryAddendaCount>000002</EntryAddendaCount>
<EntryHash>0002027000</EntryHash>
<TotalDebitAmount>000000000000</TotalDebitAmount>
<TotalCreditAmount>000000010100</TotalCreditAmount>
<CompanyId>ID</CompanyId>
<MsgAuthCode>Auth Code</MsgAuthCode>
<OriginBank>02527888</OriginBank>
<BatchNumber>0000001</BatchNumber> 54 of 83

</BCR>

<FCR>

<BatchCount>000001</BatchCount>
<EntryAddendaCount>000002</EntryAddendaCount>
<EntryHash>0002027000</EntryHash>
<DebitAmount>000000000000</DebitAmount>
<CreditAmount>000000010100</CreditAmount>

</FCR>

</EFT>

2.3.2 CCD Message Format (Credit entry)

<EFT>

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<ImmediateOrigin>02527888</ImmediateOrigin>
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<CreationTime>1132</CreationTime>
<FileIdModifier>7</FileIdModifier>
<FormatCode>1</FormatCode>
<ImmediateDestinationName>BACH</ImmediateDestinationName>
<ImmediateOriginName>BANG</ImmediateOriginName>
<Currency>BDT</Currency>

</FHR>

<BHR>

<ServiceClassCode>220</ServiceClassCode>
<CompanyName>Company</CompanyName>
<CompanyDiscretionaryData>DISCRETIONARY</CompanyDiscretionaryData>
<CompanyId>12345678910</CompanyId>
<SECC>CCD</SECC>
<CompanyEntryDesc>EntryDesc</CompanyEntryDesc>
<CompanyDescDate>190711</CompanyDescDate>
<EffectiveEntryDate>190711</EffectiveEntryDate>
<SettlementJDate>000</SettlementJDate>
<OrigStatusCode>1</OrigStatusCode>
<OrigBank>02527888</OrigBank>
<BatchNumber>0000001</BatchNumber>

</BHR>
<EDR>
 <TransactionCode>22</TransactionCode>
 <ReceivingBank>02027000</ReceivingBank>
 <CheckDigit>7</CheckDigit>
 <DFIAccountNum>123456789</DFIAccountNum>
 <Amount>0000010100</Amount>
 <ReceiverName>123</ReceiverName>
 <IndividualId>Receiver</IndividualId>
 <DiscretionaryData> </DiscretionaryData>
 <ADRIndicator>1</ADRIndicator> 55 of 83

 <TraceNumber>025278880000017</TraceNumber>
</EDR>
<ADR>
 <AddendaTypeCode>05</AddendaTypeCode>
 <PaymentInfo>Payment related information</PaymentInfo>
 <AddendaSeqNum>0001</AddendaSeqNum>
 <EntryDetailSeqNum>025278880000017</EntryDetailSeqNum>
</ADR>
<BCR>
 <ServiceClassCode>220</ServiceClassCode>
 <EntryAddendaCount>000002</EntryAddendaCount>
 <EntryHash>0002027000</EntryHash>
 <TotalDebitAmount>000000000000</TotalDebitAmount>
 <TotalCreditAmount>000000010100</TotalCreditAmount>
 <CompanyId>ID</CompanyId>
 <MsgAuthCode>Auth Code</MsgAuthCode>
 <OriginBank>025278888</OriginBank>
 <BatchNumber>0000001</BatchNumber>
</BCR>
<FCR>
 <BatchCount>000001</BatchCount>
 <EntryAddendaCount>000002</EntryAddendaCount>
 <EntryHash>0002027000</EntryHash>
 <DebitAmount>000000000000</DebitAmount>
 <CreditAmount>000000010100</CreditAmount>

</FCR>

</EFT>

2.3.3 CCD Message Format (Debit entry)

<EFT>

<FHR>

 <PriorityCode>01</PriorityCode>
 <ImmediateDestination>025270002</ImmediateDestination>
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 <CreationDate>190711</CreationDate>
 <CreationTime>1132</CreationTime>
 <FileIdModifier>7</FileIdModifier>
 <FormatCode>1</FormatCode>
 <ImmediateDestinationName>BACH</ImmediateDestinationName>
 <ImmediateOriginName>BANG</ImmediateOriginName>
 <Currency>BDT</Currency>

</FHR>

<BHR>

 <ServiceClassCode>225</ServiceClassCode>
 <CompanyName>Company</CompanyName>
 <CompanyDiscretionaryData>DISCRETIONARY</CompanyDiscretionaryData>
 <CompanyId>12345678910</CompanyId>

<SECC>CCD</SECC> 56 of 83

<CompanyEntryDesc>EntryDesc</CompanyEntryDesc>
<CompanyDescDate>190711</CompanyDescDate>
<EffectiveEntryDate>190711</EffectiveEntryDate>
<SettlementJDate>000</SettlementJDate>
<OrigStatusCode>1</OrigStatusCode>
<OrigBank>02527888</OrigBank>
<BatchNumber>0000001</BatchNumber>
</BHR>
<EDR>
<TransactionCode>27</TransactionCode>
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<CheckDigit>7</CheckDigit>
<DFIAccountNum>123456789</DFIAccountNum>
<Amount>0000010100</Amount>
<ReceiverName>123</ReceiverName>
<IndividualId>Receiver</IndividualId>
<DiscretionaryData> </DiscretionaryData>
<ADRIndicator>1</ADRIndicator>
<TraceNumber>025278880000017</TraceNumber>
</EDR>
<ADR>
<AddendaTypeCode>05</AddendaTypeCode>
<PaymentInfo>Payment related information</PaymentInfo>
<AddendaSeqNum>0001</AddendaSeqNum>
<EntryDetailSeqNum>025278880000017</EntryDetailSeqNum>
</ADR>
<BCR>
<ServiceClassCode>225</ServiceClassCode>
<EntryAddendaCount>000002</EntryAddendaCount>
<EntryHash>0002027000</EntryHash>
<TotalDebitAmount>000000010100</TotalDebitAmount>
<TotalCreditAmount>000000000000</TotalCreditAmount>
<CompanyId>ID</CompanyId>
<MsgAuthCode>Auth Code</MsgAuthCode>
<OriginBank>02527888</OriginBank>
<BatchNumber>0000001</BatchNumber>
</BCR>
<FCR>
<BatchCount>000001</BatchCount>
<EntryAddendaCount>000002</EntryAddendaCount>
<EntryHash>0002027000</EntryHash>
<DebitAmount>000000010100</DebitAmount>
<CreditAmount>000000000000</CreditAmount>
</FCR>
</EFT>
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2.3.4 PPD Message Format (Credit entry)

<EFT>
<FHR>
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<ImmediateOrigin>02527888</ImmediateOrigin>
<CreationDate>190711</CreationDate>
<CreationTime>1132</CreationTime>
<FileIdModifier>7</FileIdModifier>

<FormatCode>1</FormatCode>
<ImmediateDestinationName>BACH</ImmediateDestinationName>
<ImmediateOriginName>BANG</ImmediateOriginName>
<Currency>BDT</Currency>
</FHR>
<BHR>
<ServiceClassCode>220</ServiceClassCode>
<CompanyName>Company</CompanyName>
<CompanyDiscretionaryData>DISCRETIONARY</CompanyDiscretionaryData>
<CompanyId>12345678910</CompanyId>
<SECC>PPD</SECC>
<CompanyEntryDesc>EntryDesc</CompanyEntryDesc>
<CompanyDescDate>190711</CompanyDescDate>
<EffectiveEntryDate>190711</EffectiveEntryDate>
<SettlementJDate>000</SettlementJDate>
<OrigStatusCode>1</OrigStatusCode>
<OrigBank>02527888</OrigBank>
<BatchNumber>0000001</BatchNumber>
</BHR>
<EDR>
<TransactionCode>22</TransactionCode>
<ReceivingBank>02027000</ReceivingBank>
<CheckDigit>7</CheckDigit>
<DFIAccountNum>123456789</DFIAccountNum>
<Amount>0000010100</Amount>
<ReceiverName>123</ReceiverName>
<IndividualId>Receiver</IndividualId>
<DiscretionaryData> </DiscretionaryData>
<ADRIndicator>1</ADRIndicator>
<TraceNumber>025278880000017</TraceNumber>
</EDR>
<ADR>
<AddendaTypeCode>05</AddendaTypeCode>
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<AddendaSeqNum>0001</AddendaSeqNum>
<EntryDetailSeqNum>025278880000017</EntryDetailSeqNum>
</ADR>
<BCR>
<ServiceClassCode>225</ServiceClassCode> 58 of 83

<EntryAddendaCount>000002</EntryAddendaCount>
<EntryHash>0002027000</EntryHash>
<TotalDebitAmount>000000000000</TotalDebitAmount>
<TotalCreditAmount>000000010100</TotalCreditAmount>
<CompanyId>ID</CompanyId>
<MsgAuthCode>Auth Code</MsgAuthCode>
<OriginBank>02527888</OriginBank>
<BatchNumber>0000001</BatchNumber>
</BCR>
<FCR>
<BatchCount>000001</BatchCount>
<EntryAddendaCount>000002</EntryAddendaCount>
<EntryHash>0002027000</EntryHash>
<DebitAmount>000000000000</DebitAmount>
<CreditAmount>000000010100</CreditAmount>
</FCR>
</EFT>

2.3.5 PPD Message Format (Debit entry)

<EFT>
<FHR>
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 <ImmediateDestination>025270002</ImmediateDestination>
 <ImmediateOrigin>025278888</ImmediateOrigin>
 <CreationDate>190711</CreationDate>
 <CreationTime>1132</CreationTime>
 <FileIdModifier>7</FileIdModifier>
 <FormatCode>1</FormatCode>
 <ImmediateDestinationName>BACH</ImmediateDestinationName>
 <ImmediateOriginName>BANG</ImmediateOriginName>
 <Currency>BDT</Currency>
</FHR>
<BHR>
 <ServiceClassCode>225</ServiceClassCode>
 <CompanyName>Company</CompanyName>
 <CompanyDiscretionaryData>DISCRETIONARY</CompanyDiscretionaryData>
 <CompanyId>12345678910</CompanyId>
 <SECC>PPD</SECC>
 <CompanyEntryDesc>EntryDesc</CompanyEntryDesc>
 <CompanyDescDate>190711</CompanyDescDate>
 <EffectiveEntryDate>190711</EffectiveEntryDate>
 <SettlementJDate>000</SettlementJDate>
 <OrigStatusCode>1</OrigStatusCode>
 <OrigBank>02527888</OrigBank>
 <BatchNumber>0000001</BatchNumber>
</BHR> 59 of 83

<EDR>
 <TransactionCode>27</TransactionCode>
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 <CheckDigit>7</CheckDigit>
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 <Amount>0000010100</Amount>
 <ReceiverName>123</ReceiverName>
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 <TraceNumber>025278880000017</TraceNumber>
</EDR>
<ADR>
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 <PaymentInfo>Payment related information</PaymentInfo>
 <AddendaSeqNum>0001</AddendaSeqNum>
 <EntryDetailSeqNum>025278880000017</EntryDetailSeqNum>
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<BCR>
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 <EntryHash>0002027000</EntryHash>
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 <TotalCreditAmount>000000000000</TotalCreditAmount>
 <CompanyId>ID</CompanyId>
 <MsgAuthCode>Auth Code</MsgAuthCode>
 <OriginBank>02527888</OriginBank>
 <BatchNumber>0000001</BatchNumber>

</BCR>
<FCR>
 <BatchCount>000001</BatchCount>
 <EntryAddendaCount>000002</EntryAddendaCount>
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 <DebitAmount>000000010100</DebitAmount>
 <CreditAmount>000000000000</CreditAmount>
</FCR>
</EFT>

2.3.6 CTX Message Format (Credit entry)

<EFT>
<FHR>
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 <ImmediateDestination>025270002</ImmediateDestination>
 <ImmediateOrigin>025278888</ImmediateOrigin>
 <CreationDate>190727</CreationDate>
 <CreationTime>1718</CreationTime>
 <FileIdModifier>D</FileIdModifier> 60 of 83

 <FormatCode>1</FormatCode>
 <ImmediateDestinationName>BACH</ImmediateDestinationName>
 <ImmediateOriginName>BANG</ImmediateOriginName>
 <Currency>BDT</Currency>
</FHR>
<BHR>
 <ServiceClassCode>220</ServiceClassCode>
 <CompanyName>Company</CompanyName>
 <CompanyDiscretionaryData>DISCRETIONARY</CompanyDiscretionaryData>
 <CompanyId>ID</CompanyId>
 <SECC>CTX</SECC>
 <CompanyEntryDesc>EntryDesc</CompanyEntryDesc>
 <CompanyDescDate>190727</CompanyDescDate>
 <EffectiveEntryDate>190727</EffectiveEntryDate>
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 <OrigBank>02527888</OrigBank>
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 <DFIAccountNum>123456789</DFIAccountNum>
 <Amount>0000010100</Amount>
 <IdNumber>123</IdNumber>
 <ADRCOUNT>1</ADRCOUNT>
 <ReceivingCompanyId>Receiver</ReceivingCompanyId>
 <DiscretionaryData> </DiscretionaryData>
 <ADRIndicator>1</ADRIndicator>
 <TraceNumber>025278880000013</TraceNumber>
</EDR>
<ADR>
 <AddendaTypeCode>05</AddendaTypeCode>
 <PaymentInfo>Payment related information</PaymentInfo>
 <AddendaSeqNum>0001</AddendaSeqNum>
 <EntryDetailSeqNum>025278880000013</EntryDetailSeqNum>
 <InvoiceNumber>A123456789</InvoiceNumber>

<InvoiceDate>20190727</InvoiceDate>
<InvoiceGrossAmt>000010000000</InvoiceGrossAmt>
<AmountPaid>000000010100</AmountPaid>
<PurchaseOrder>XYZ1234567</PurchaseOrder>
<AdjustmentAmount>0000010100</AdjustmentAmount>
<AdjustmentCode>11</AdjustmentCode>
<AdjustmentDescription>Wrong Amount Sent Previously</AdjustmentDescription>
</ADR>

<BCR>
<ServiceClassCode>220</ServiceClassCode> 61 of 83

<EntryAddendaCount>000002</EntryAddendaCount>
<EntryHash>0003027000</EntryHash>
<TotalDebitAmount>000000000000</TotalDebitAmount>
<TotalCreditAmount>000000010100</TotalCreditAmount>
<CompanyId>ID</CompanyId>
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<OriginBank>025278888</OriginBank>
<BatchNumber>0000001</BatchNumber>

</BCR>

<FCR>
<BatchCount>000001</BatchCount>
<EntryAddendaCount>000002</EntryAddendaCount>
<EntryHash>0003027000</EntryHash>
<DebitAmount>000000000000</DebitAmount>
<CreditAmount>000000010100</CreditAmount>

</FCR>

</EFT>

2.3.7 Pre-Notification Format

<EFT>

<FHR>

<PriorityCode>01</PriorityCode>
<ImmediateDestination>025270002</ImmediateDestination>
<ImmediateOrigin>025278888</ImmediateOrigin>
<CreationDate>190627</CreationDate>
<CreationTime>1055</CreationTime>
<FileIdModifier>7</FileIdModifier>
<FormatCode>1</FormatCode>
<ImmediateDestinationName>BACH</ImmediateDestinationName>
<ImmediateOriginName>BANG</ImmediateOriginName>
<Currency>BDT</Currency>

</FHR>

<BHR>

<ServiceClassCode>220</ServiceClassCode>
<CompanyName>Company</CompanyName>
<CompanyDiscretionaryData>DISCRETIONARY</CompanyDiscretionaryData>
<CompanyId>ID</CompanyId>
<SECC>PPD</SECC>
<CompanyEntryDesc>EntryDesc</CompanyEntryDesc>
<CompanyDescDate>190627</CompanyDescDate>
<EffectiveEntryDate>190627</EffectiveEntryDate>
<SettlementJDate>000</SettlementJDate>
<OrigStatusCode>1</OrigStatusCode>
<OrigBank>025278888</OrigBank>
<BatchNumber>0000001</BatchNumber>

</BHR>

<EDR>

<TransactionCode>23</TransactionCode> 62 of 83

```

<ReceivingBank>01527000</ReceivingBank>
<CheckDigit>9</CheckDigit>
<DFIAccountNum>123456789</DFIAccountNum>
<Amount>0000000000</Amount>
<IndividualId>123</IndividualId>
<IndividualName>Receiver</IndividualName>
<DiscretionaryData> </DiscretionaryData>
<ADRIndicator>1</ADRIndicator>
<TraceNumber>025278880000006</TraceNumber>
</EDR>
<ADR>
  <AddendaTypeCode>05</AddendaTypeCode>
  <PaymentInfo>Payment related information</PaymentInfo>
  <AddendaSeqNum>0001</AddendaSeqNum>
  <EntryDetailSeqNum>025278880000006</EntryDetailSeqNum>
</ADR>
<BCR>
  <ServiceClassCode>220</ServiceClassCode>
  <EntryAddendaCount>000002</EntryAddendaCount>
  <EntryHash>0001527000</EntryHash>
  <TotalDebitAmount>000000000000</TotalDebitAmount>
  <TotalCreditAmount>000000000000</TotalCreditAmount>
  <CompanyId>ID</CompanyId>
  <MsgAuthCode>Auth Code</MsgAuthCode>
  <OriginBank>025278888</OriginBank>
  <BatchNumber>0000001</BatchNumber>
</BCR>
<FCR>
  <BatchCount>000001</BatchCount>
  <EntryAddendaCount>000002</EntryAddendaCount>
  <EntryHash>0001527000</EntryHash>
  <DebitAmount>000000000000</DebitAmount>
  <CreditAmount>000000000000</CreditAmount>
</FCR>
</EFT>

```

2.3.8 Notification of Change (NOC) Format

```

<EFT>
<FHR>
  <PriorityCode>01</PriorityCode>
  <ImmediateDestination>025270002</ImmediateDestination>
  <ImmediateOrigin>025278888</ImmediateOrigin>
  <CreationDate>190702</CreationDate>
  <CreationTime>1659</CreationTime>
  <FileIdModifier>9</FileIdModifier>
  <FormatCode>1</FormatCode> 63 of 83

  <ImmediateDestinationName>BACH</ImmediateDestinationName>
  <ImmediateOriginName>BANG</ImmediateOriginName>
  <Currency>BDT</Currency>
</FHR>
<BHR>
  <ServiceClassCode>220</ServiceClassCode>
  <CompanyName>Company</CompanyName>
  <CompanyDiscretionaryData>DISCRETIONARY</CompanyDiscretionaryData>
  <CompanyId>ID</CompanyId>

```

<SECC>NOC</SECC>
 <CompanyEntryDesc>EntryDesc</CompanyEntryDesc>
 <CompanyDescDate>190702</CompanyDescDate>
 <EffectiveEntryDate>190702</EffectiveEntryDate>
 <SettlementJDate></SettlementJDate>
 <OrigStatusCode>1</OrigStatusCode>
 <OrigBank>02527888</OrigBank>
 <BatchNumber>0000001</BatchNumber>
 </BHR>
 <EDR>
 <TransactionCode>21</TransactionCode>
 <ReceivingBank>02027000</ReceivingBank>
 <CheckDigit>7</CheckDigit>
 <DFIAccountNum>123456789</DFIAccountNum>
 <Amount>0000000000</Amount>
 <IndividualId>123</IndividualId>
 <IndividualName>Receiver</IndividualName>
 <DiscretionaryData> </DiscretionaryData>
 <ADRIndicator>1</ADRIndicator>
 <TraceNumber>025278880000001</TraceNumber>
 </EDR>
 <ADR>
 <AddendaTypeCode>98</AddendaTypeCode>
 <ChangeCode>C01</ChangeCode>
 <OriginalEntryTN>020270000000007</OriginalEntryTN>
 <OriginalReceivingBank>02527888</OriginalReceivingBank>
 <CorrectedData>0310023148</CorrectedData>
 <AddendaSeqNum>1204</AddendaSeqNum>
 <EntryDetailSeqNum>025278880000001</EntryDetailSeqNum>
 </ADR>
 <BCR>
 <ServiceClassCode>220</ServiceClassCode>
 <EntryAddendaCount>000002</EntryAddendaCount>
 <EntryHash>0002027000</EntryHash>
 <TotalDebitAmount>000000000000</TotalDebitAmount>
 <TotalCreditAmount>000000000000</TotalCreditAmount>
 <CompanyId>ID</CompanyId>
 <MsgAuthCode>Auth Code</MsgAuthCode>
 <OrigBank>02527888</OriginBank> 64 of 83

 <BatchNumber>0000001</BatchNumber>
 </BCR>
 <FCR>
 <BatchCount>000001</BatchCount>
 <EntryAddendaCount>000002</EntryAddendaCount>
 <EntryHash>0002027000</EntryHash>
 <DebitAmount>000000000000</DebitAmount>
 <CreditAmount>000000000000</CreditAmount>
 </FCR>
 </EFT>

2.3.9 Return Message Format(Credit)

<EFT>
 <FHR>
 <PriorityCode>01</PriorityCode>
 <ImmediateDestination>025270002</ImmediateDestination>
 <ImmediateOrigin>02527888</ImmediateOrigin>
 <CreationDate>190918</CreationDate>

<CreationTime>1132</CreationTime>
<FileIdModifier>1</FileIdModifier>
<FormatCode>1</FormatCode>
<ImmediateDestinationName>BACH</ImmediateDestinationName>
<ImmediateOriginName>BANG</ImmediateOriginName>
<Currency>BDT</Currency>
</FHR>
<BHR>
<ServiceClassCode>220</ServiceClassCode>
<CompanyName>Company</CompanyName>
<CompanyDiscretionaryData>DISCRETIONARY</CompanyDiscretionaryData>
<CompanyId>ID</CompanyId>
<SECC>PPD</SECC>
<CompanyEntryDesc>EntryDesc</CompanyEntryDesc>
<CompanyDescDate>190918</CompanyDescDate>
<EffectiveEntryDate>190918</EffectiveEntryDate>
<SettlementJDate>000</SettlementJDate>
<OrigStatusCode>1</OrigStatusCode>
<OrigBank>02527888</OrigBank>
<BatchNumber>0000001</BatchNumber>
</BHR>
<EDR>
<TransactionCode>21</TransactionCode>
<ReceivingBank>01527000</ReceivingBank>
<CheckDigit>9</CheckDigit>
<DFIAccountNum>123456789</DFIAccountNum>
<Amount>0000010000</Amount>
<IndividualId>123</IndividualId>
<IndividualName>Receiver</IndividualName> 65 of 83

<DiscretionaryData> </DiscretionaryData>
<ADRIndicator>1</ADRIndicator>
<TraceNumber>025278880000001</TraceNumber>
</EDR>
<ADR>
<AddendaTypeCode>99</AddendaTypeCode>
<ReturnReason>R01</ReturnReason>
<OriginalTraceNumber>015270000000000</OriginalTraceNumber>
<DateOfDeath></DateOfDeath>
<OriginalReceivingBank>02527888</OriginalReceivingBank>
<AddendaInformation>Addenda information</AddendaInformation>
<TraceNumber>025278880000001</TraceNumber>
</ADR>
<BCR>
<ServiceClassCode>200</ServiceClassCode>
<EntryAddendaCount>000002</EntryAddendaCount>
<EntryHash>0001527000</EntryHash>
<TotalDebitAmount>000000000000</TotalDebitAmount>
<TotalCreditAmount>000000010000</TotalCreditAmount>
<CompanyId>ID</CompanyId>
<MsgAuthCode>Auth Code</MsgAuthCode>
<OriginBank>02527888</OriginBank>
<BatchNumber>0000001</BatchNumber>
</BCR>
<FCR>
<BatchCount>000001</BatchCount>
<EntryAddendaCount>000002</EntryAddendaCount>
<EntryHash>0001527000</EntryHash>

<DebitAmount>000000000000</DebitAmount>
<CreditAmount>000000010000</CreditAmount>
</FCR>
</EFT>

2.3.10 Return Message Format (Debit)

<EFT>
<FHR>
 <PriorityCode>01</PriorityCode>
 <ImmediateDestination>025270002</ImmediateDestination>
 <ImmediateOrigin>025278888</ImmediateOrigin>
 <CreationDate>190918</CreationDate>
 <CreationTime>1132</CreationTime>
 <FileIdModifier>1</FileIdModifier>
 <FormatCode>1</FormatCode>
 <ImmediateDestinationName>BACH</ImmediateDestinationName>
 <ImmediateOriginName>BANG</ImmediateOriginName>
 <Currency>BDT</Currency>
</FHR> 66 of 83

<BHR>
 <ServiceClassCode>225</ServiceClassCode>
 <CompanyName>Company</CompanyName>
 <CompanyDiscretionaryData>DISCRETIONARY</CompanyDiscretionaryData>
 <CompanyId>ID</CompanyId>
 <SECC>PPD</SECC>
 <CompanyEntryDesc>EntryDesc</CompanyEntryDesc>
 <CompanyDescDate>190918</CompanyDescDate>
 <EffectiveEntryDate>190918</EffectiveEntryDate>
 <SettlementJDate>000</SettlementJDate>
 <OrigStatusCode>1</OrigStatusCode>
 <OrigBank>02527888</OrigBank>
 <BatchNumber>0000001</BatchNumber>

</BHR>

<EDR>
 <TransactionCode>27</TransactionCode>
 <ReceivingBank>01527000</ReceivingBank>
 <CheckDigit>9</CheckDigit>
 <DFIAccountNum>123456789</DFIAccountNum>
 <Amount>0000010000</Amount>
 <IndividualId>123</IndividualId>
 <IndividualName>Receiver</IndividualName>
 <DiscretionaryData> </DiscretionaryData>
 <ADRIndicator>1</ADRIndicator>
 <TraceNumber>025278880000001</TraceNumber>

</EDR>

<ADR>
 <AddendaTypeCode>99</AddendaTypeCode>
 <ReturnReason>R01</ReturnReason>
 <OriginalTraceNumber>015270000000000</OriginalTraceNumber>
 <DateOfDeath></DateOfDeath>
 <OriginalReceivingBank>02527888</OriginalReceivingBank>
 <AddendaInformation>Addenda information</AddendaInformation>
 <TraceNumber>025278880000001</TraceNumber>

</ADR>

<BCR>
 <ServiceClassCode>225</ServiceClassCode>
 <EntryAddendaCount>000002</EntryAddendaCount>

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<EntryHash>0001527000</EntryHash>
<TotalDebitAmount>000000010000</TotalDebitAmount>
<TotalCreditAmount>000000000000</TotalCreditAmount>
<CompanyId>ID</CompanyId>
<MsgAuthCode>Auth Code</MsgAuthCode>
<OriginBank>025278888</OriginBank>
<BatchNumber>0000001</BatchNumber>
</BCR>
<FCR>
<BatchCount>000001</BatchCount> 67 of 83

<EntryAddendaCount>000002</EntryAddendaCount>
<EntryHash>0001527000</EntryHash>
<DebitAmount>000000010000</DebitAmount>
<CreditAmount>000000000000</CreditAmount>
</FCR>
</EFT> 68 of 83

```

The data acceptance criteria set forth below applies to entries submitted by a participating bank. Failure to meet such criteria will result in the rejection of an entire file, batch, or an individual entry by the BEFTN. A must select either the file level reject option or the batch level reject option and notify the BEFTN of its choice.

SECTION 3.1 File Acknowledgment

The BEFTN generates an acknowledgment for every file submitted for processing. The acknowledgment is in the form of a message or report transmitted or made available electronically. The BEFTN makes the acknowledgment available as soon as possible after the completion of the edits listed in sections 3.4 (Automatic File Rejection), 3.5 (Automatic Batch Rejection), and 3.6 (Automatic Entry Detail Return Entry) of this Appendix Three. At a minimum, the acknowledgment includes information from the following fields within the File Header and File Control Records:

- Immediate Origin
- Immediate Origin Name (if available)
- File Creation Date
- File Creation Time (if available)
- File ID Modifier
- File Entry/Addenda Count
- Total Debit Entry Amount in File
- Total Credit Entry Amount in File
- File Batch Count

The acknowledgment also contains the date and time the file was processed by the BEFTN system and, if the file was rejected, the reason for the rejection. If the file was not rejected, but one or more batches were rejected by the BEFTN, the acknowledgment will also contain the following information about each rejected batch:

- Originating Bank Identification
- Originating Bank Name (if available)
- Company Name
- Company Identification
- Batch Number
- Effective Entry Date
- Batch Entry/Addenda Count
- Total Debit Amount
- Total Credit Amount
- Reason for Batch Rejection

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SPECIFICATION FOR DATA ACCEPTANCE 69 of 83

SECTION 3.2 File Level Reject Option

If the bank chooses the file level reject option, any condition which would cause a batch to be rejected will cause the entire file to be rejected. Automatic file rejections, as described in section 3.4 (Automatic File Rejection) of this Appendix Three, are not affected by this option.

SECTION 3.3 Batch Level Reject Option

If the bank chooses the batch level reject option, any condition that would cause only a batch to be rejected will allow the BEFTN to accept the file but to reject the erroneous batch as described in section 3.5 (Automatic Batch Rejection) of this Appendix Three.

SECTION 3.4 Automatic File Rejections

The following error conditions will always cause the entire file to be rejected:

- The file cannot be successfully read, e.g., data read failures, hardware/software error checks indicated.
- The file contains any ■undefined■ record type.
- The File Header Record does not contain the number of a valid (a point defined on the BEFTN routing table file).
- The file is ■out■of■balance,■ i.e., one or more of the following conditions exist:
 - The summation of the counts, hash totals, and total amount on Company/Batch Control
 - Records do not agree with the File Control Record.
 - The actual number of blocks or batches in the file does not agree with the File Control Record counts.
 - Mandatory fields in the File Header Record are not valid:
 - File ID Modifier is upper or lower case A■Z or 0■9.
 - Format Code is not 1.
 - The sequence of records in the file is incorrect.
- The Immediate Origin, File Creation Date, File Creation Time, and File ID Modifier are equal to that of a previously accepted file.

SECTION 3.5 Automatic Batch Rejection

The following error conditions will cause the batch to be rejected if batch level rejection has been specified, or will cause the entire file to be rejected if file level rejection has been specified:

- The batch contains invalid characters (i.e., characters not specified in Appendix One, BEFTN File Exchange Specifications).
 - Except for files coming from another EFT Operator, the OB Identification in the
 - Company/Batch Header Record is not the routing number of a valid OB.
 - The Service Class Code in a Company/Batch Header Record is other than a currently valid code.
 - The Trace Numbers on the file are not in ascending sequence within a batch.
 - The Transaction Codes in Entry Detail Records are invalid.
 - The Amount field in an Entry Detail Record is non■numeric.
 - The sequence of records in the batch is incorrect.
 - The batch is ■out■of■balance,■ i.e., the counts, hash totals, or Totals in the Company/Batch
 - Control Records do not agree with the summation of the entries for the batch. 70 of 83
-
- The Company Name is all spaces or all zeros.
 - The Company Entry Description is all spaces or all zeros.
 - The Company Identification is all spaces or all zeros.
 - The Standard Entry Class Code in the Company/Batch Header Record is other than a currently valid code.
 - The Service Class Code in the Company/Batch Control Record is not the same as that in the
 - Company/Batch Header Record.
 - The first eight positions of the Trace Number in an Entry Detail Record are not the same as the OB
 - Routing Number in the corresponding (immediately preceding) Company/Batch Header

Record.

- The Transaction Code in an Entry Detail Record is not valid for the Service Class Code in the Company/Batch Header Record. Either a debit Transaction Code is in a credit batch, or a credit Transaction Code is in a debit batch.
- The Transaction Code in an Entry Detail Record is not valid for the Standard Entry Class Code in the Company/Batch Header Record. For Standard Entry Class Code NOC or RET, the Transaction Code must be 21, 26, 31, or 36.
- Return and nonreturn transactions are in the same batch.
- Return, dishonoured return, and/or contested dishonoured return transactions are in the same batch.
- The Batch Number in the Company/Batch Header Record is nonnumeric.
- The Batch Number in the Company/Batch Control Record is nonnumeric.
- The Batch Number in the Company/Batch Control Record is not the same as the Batch Number in the Company/Batch Header Record.

SECTION 3.6 Automatic Entry Detail Return Entry

BEFTN uses return reason codes for the following error conditions.

- a) RB Not Qualified to Participate
- b) Improper Effective Entry Date
- c) Amount Field Error
- d) Addenda Error
- e) Mandatory Field Error
- f) Trace Number Error
- g) Routing Number Check Digit Error
- h) NonSettlement
- i) Return of Improper Debit Entry
- j) Return of Improper Credit Entry

These error conditions will never cause the entire file to be rejected but will always cause the entry detail record to be returned using an Addenda Record with an Addenda Type Code of 99:

Creation of the resulting automated return entries shall be in accordance with the specifications in Appendix Five (Return Entries). 71 of 83

APPENDIX FOUR MINIMUM DESCRIPTION STANDARDS

These rules require each RB to send or make available to each Receiver specific minimum descriptive information concerning each credit or debit entry to the Receiver's account. This descriptive information is as follows:

- (a) Posting date to customer's account
- (b) Amount of the entry
- (c) Company name
- (d) Company entry description
- (e) Type of account (e.g., checking)
- (f) Number of the account
- (g) Amount of any charges assessed against the account for electronic funds transfer services
- (h) Balances in the customer's account at the beginning and at the close of the statement
- (i) Address and telephone number to be used for inquiries or notices of errors preceded by Direct Inquiries To or similar language
- (j) Company Descriptive Date
- (k) Individual Identification Number/ Identification Number

Terms used herein shall have the meanings set forth in Appendix Two (BEFTN message Specifications) of these Rules.

APPENDIX FIVE RETURN ENTRIES

Except as otherwise provided in Article Five, section 5.1 (Return of Entries) of these Rules, a RB may return entries for any reason, provided it uses an appropriate Return Reason Code as specified in this Appendix. If no appropriate Return Reason Code is specified in this Appendix Five, the RB shall use the code which most closely approximates the reason for return.

SECTION 5.1 Automated Return Entries

NOTE: Throughout this section, banks will always be designated by their original names. For example, the OB is the bank that initially prepared the original entry, and which will eventually have the Automated Return Entry delivered to it. The RB is the bank that was supposed to receive the original entry and will usually be preparing the Automated Return Entry.

When an Automated Return Entry is prepared, the original Company/Batch Header Record, the original Entry Detail Record, and the Company/Batch Control Record are copied for return to the Originator. The SEC code will be as per inward SEC Code.

The Automated Return Entry is looked at as a new entry, generated because the original entry failed to accomplish its intended purpose. Thus, these entries should be assigned new batch and trace numbers, new identification numbers for the returning institution, appropriate transaction codes, and so on.

The File Creation Date is of use to the OB when the entry is being returned by the BEFTN. Otherwise, this data element is for a file created outside the organization of the OB and the information is not helpful. The OB can determine if the date is from its own file by looking at Field 12 of the Company/Batch Header Record, which now carries the identification of the institution preparing the return entry.

There is nothing required in the format that limits the number of Entry Detail Record/Addenda Record pairs to one for each batch. Multiple entry return entry batches certainly may be generated from one original batch.

SECTION 5.2 Table of Return Reason Codes

Codes To Be Used by the RB for Return Entries

R01 ■ Insufficient Funds

The available and/or cash reserve balance is not sufficient to cover the amount of the debit entry.

R02 ■ Account Closed

A previously active account has been closed by action of the customer or the RB. 73 of 83

R04 ■ Invalid Account Number

The account number structure is not valid. The entry may fail the check digit validation or may contain an incorrect number of digits.

R05 ■ Unauthorized Debit to Consumer Account Using Corporate SEC Code

(Adjustment entries)

A CCD or CTX debit entry was transmitted to a Consumer Account of the Receiver and was not authorized by the Receiver. The Receiver may request immediate credit from the RB for an unauthorized debit. The request must be made in writing within one hundred eighty calendar days after the RB sends or makes available to the Receiver information pertaining to that debit entry. The Receiver must also provide the RB with a written statement, pursuant to subsection 8.6.5 (Receiver's Written Statement), that the debit entry was not authorized by the Receiver. For purposes of this code and related Operating Rules provisions, a debit entry was not authorized by a Receiver if (1) the authorization requirements of Article Two, subsection 2.1.2 (Receiver Authorization and Agreement) have not been met; (2) the debit entry was initiated in an amount greater than that authorized by the Receiver; or (3) the debit entry was initiated for settlement earlier than authorized by the Receiver. An unauthorized debit entry does not include a debit entry initiated with fraudulent intent by the Receiver or any person acting in concert with the Receiver. A RB using this return reason code must transmit the return entry by BEFTN deposit deadline for the return entry to be made available to the OB no later than the opening of business on the banking day following the one hundred eightieth calendar day following the Settlement Date of the original entry.

R06 ■ Returned per OB's Request

The OB has requested that the RB return the BEFTN entry. If the RB agrees to return the entry, the OB must indemnify the RB according to Article Five (Return, Adjustment, Correction, and Acknowledgment of Entries and Entry Information) of these Rules.

R10 ■ Customer Advises Not Authorized

For entries to Consumer Accounts that the Originator of a given transaction has not been authorized to debit his account, the Receiver may request immediate credit from the RB for an unauthorized debit. The request must be made in writing within one hundred eighty calendar days after the RB sends or makes available to the Receiver information pertaining to that debit entry. The Receiver must also provide the RB with a written statement, pursuant to subsection 7.6.4 (Receiver's Written Statement), that the debit entry was not authorized by the Receiver. For purposes of this code and related Operating Rules provisions, a debit entry was not authorized by the Receiver if (1) the authorization requirements of Article Two, subsection 2.1.2 (Receiver Authorization and Agreement) have not been met; (2) the debit entry was initiated in an amount greater than that authorized by the Receiver; or (3) the debit entry was initiated for settlement earlier than authorized by the Receiver. An unauthorized debit entry does not include a debit entry initiated with fraudulent intent by the Receiver or any person acting in concert with the Receiver. The RB must return the rescinded transaction to the BEFTN by its deposit deadline for the adjustment entry to be made available to the OB no later than the opening of business on the Banking day following the one hundred eightieth calendar day following the Settlement Date of the original entry. This code and related Operating Rule provisions apply to Consumer entries only. 74 of 83

R14 ■ Representative Payee Deceased or Unable to Continue in that Capacity

The representative payee is a person or institution authorized to accept entries on behalf of one or more other persons, such as legally incapacitated adults or minor children. The representative payee is either deceased or unable to continue in that capacity. The beneficiary is not deceased.

R15 ■ Beneficiary or Account Holder (Other than a Representative Payee) Deceased

(1) The beneficiary is the person entitled to the benefits and is deceased. The beneficiary may or may not be the account holder; or

(2) The account holder (acting in a non-representative payee capacity) is an owner of the account and is deceased.

R16 ■ Account Frozen

The funds in the account are unavailable due to specific action taken by the RB or by legal action.

R20 ■ Non-Transaction Account

The BEFTN entry destined for a non-transaction account would include either an account against which transactions are prohibited or limited.

R23 ■ Credit Entry Refused by Receiver

The Receiver may return a credit entry because one of the following conditions exists: (1) a minimum amount required by the Receiver has not been remitted; (2) the exact amount required has not been remitted; (3) the account is subject to litigation and the Receiver will not accept the transaction; (4) acceptance of the transaction results in an overpayment; (5) the Originator is not known by the Receiver; or (6) the Receiver has not authorized this credit entry to this account.

R29 ■ Corporate Customer Advises Not Authorized

The RB has been notified by the Receiver (non-■consumer) that a specific transaction has not been authorized by the Receiver.

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APPENDIX SIX NOTIFICATION OF CHANGE

A Notification of Change is created by a RB to notify the OB that previously valid information contained in a posted entry has become outdated or that information contained in a pre-notification is erroneous and should be changed.

SECTION 6.1 Automated Notification of Change

An Automated Notification of Change must comply with the following specifications:

- A zero amount must be indicated
- Addenda Type Code 98 must be used to indicate that the Addenda Record contains automated change information.
- Field 3 of the Addenda Record must contain the appropriate code indicating the information to be changed, in accordance with the Table of Change Codes set forth in this Appendix Six. Field 7 of the Addenda Record must contain the change (correction) information corresponding to the change code used, in accordance with the Table of Change Codes set forth in this Appendix Six.
- The Standard Entry Class Code ■ NOC■ must be used to denote a batch containing automated change information.
- Company/Batch Header Record, Entry Detail Record, and Addenda Record formats as set forth in this section must be used.
- The Transaction Code, Entry Detail Record must be 21, 26, 31, 36, 41, or 46.

SECTION 6.2 Minimum Description Standards for Notifications of Change

An OB must, at a minimum, provide to each of its Originators the following information, with respect to each Notification of Change entry received by the OB, within two Banking days of the Settlement

Date of the NOC:

- a) Company Name;
- b) Company Identification;
- c) Company Entry Description;
- d) Effective Entry Date;
- e) Bank Account Number;
- f) Individual Name/Receiving Company Name;
- g) Individual Identification Number
- h) Identification Number.
- i) Change Code;
- j) Original Entry Trace Number;
- k) Original Receiving Bank Identification and
- l) Corrected Data.

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SECTION 6.3 Table of Change Codes

Table of Change Codes

Code Meaning

C01 Incorrect Bank Account Number

Correct BANK Account Number appears in first (left justification) 17 positions of the Corrected Data Field.

Example: This code would also be used when an Account Number is incorrectly formatted.

C02 Incorrect Routing Number

Correct Routing Number (including Check Digit) appears in first nine positions of the Corrected Data Field.

Example: Due to merger or consolidation, a once valid Routing Number must be changed.

C04 Incorrect Individual Name/Receiving Company Name

Correct Individual Name/Receiving Company Name appears in first 22 positions of the Corrected Data Field.

C05 Incorrect Transaction Code

Correct Transaction Code appears in first two positions of the Corrected Data Field.

Example: An item which the RB determines should be posted to their Demand Deposit Account (DDA) System contains a Savings Transaction Code.

Example: An entry posting to a savings account should actually be going to a demand account or vice versa, and the account number is also incorrect.

C08 Reserved

09 Incorrect Individual Identification Number

Correct number appears in first 22 positions of the Corrected Data Field.

Example: Individual's Identification Number within the Company is incorrect, either on initial input or through merger or consolidation.

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APPENDIX SEVEN

BEFTN PARTICIPANT AGREEMENT

(On Tk. 150 Non-Judicial Stamp)

**BANGLADESH ELECTRONIC FUNDS TRANSFER NETWORK
PARTICIPANT AGREEMENT AND INDEMNITY**

In consideration of the undersigned being admitted as a participating banking company of the Bangladesh Electronic Funds Transfer Network ("BEFTN") acting as a facility to operate an automated clearing house of the Bangladesh Bank providing settlement and other services, and of the mutual indemnification of the undersigned by each other participating banking company of BEFTN: the undersigned, which intends to act as a participating banking company of BEFTN, hereby agrees with the Bangladesh Bank, and with each other participating banking company:

1) to comply with and be subject to the BEFTN Operating Rules, (collectively referred to as the "BEFTN Rules") including descriptive requirements, as in effect from time to time;

2) to make all payments required by the BEFTN Rules;

3) to indemnify and hold harmless the Bangladesh Bank and each other participating banking company from any and all costs, charges, claims, demands, expenses (including costs of investigation and attorneys' fees and expenses of litigation), losses, liabilities, damages, judgments, fines, penalties, interest, and amounts paid in settlement (each referred to herein as a "cost") arising from any failure on the part of the undersigned to exercise ordinary care or to comply with any of the provisions of the BEFTN Rules, except for amounts paid in settlement of such costs unless the undersigned shall have received 10 days' prior written notice of the proposed settlement thereof;

This agreement shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh. The undersigned and the Bangladesh Bank submit to the exclusive jurisdiction of the courts of the People's Republic of Bangladesh.

This agreement shall inure to the benefit of the Bangladesh Bank and shall be binding on the undersigned and its successors and assigns, except no Participating Banking Company may transfer or assign its rights or obligations hereunder except as expressly provided in the BEFTN Rules.

Date: _____ (Participating Banking Company)

By :
(Signature)

Print Name :

Title :

Accepted this _____ day of _____, _____
Bangladesh Bank

By :

Print Name :

Title : 78 of 83

**APPENDIX EIGHT
SAMPLE BEFTN ORIGINATION AGREEMENT**

:: WARNING ::

BEFTN Origination Agreement Must Be Customized For
BEFTN Originator and Application

BEFTN ORIGINATION AGREEMENT

THIS AGREEMENT is entered into effective as of the day of _____, 20____,
by and between _____, (the ■Originator■), and
(■Bank■).

RECITALS

WHEREAS, the Originator has requested that Bank permit it to initiate electronic credit and debit entries (and ■Entry■ or ■Entries■) for payment to accounts maintained at Bank and other Banks, by means of the Bangladesh Electronic Funds Transfer Network (the ■BEFTN■); and

WHEREAS, Bank is willing to provide such services to Originator in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

AGREEMENT

1. Transmission of Entries.

1.1. Bank, in its capacity as an originating deposit Bank, will transmit the Entries initiated by the Originator into the BEFTN and with those procedures provided for herein and as provided in the BEFTN Rules; as such rules may be amended from time to time.

1.2. The Originator will utilize Bank's origination system using BEFTN format or such other format or medium as the parties may mutually agree upon for the transmittal of Entries to Bank.

1.3. All Entries will be transmitted to Bank in accordance with the processing schedule set forth on Attachment A (Processing Schedule).

1.4. The total amount of Entries sent by the Originator shall not exceed the established limits set forth on Attachment B (Exposure Limit).

2. Compliance with Law, BEFTN Rules.

2.1. The Originator will comply with all BEFTN Rules, and applicable regulations and laws (■Rules and Laws■) with respect to the subject matter of this agreement. The specific duties of the Originator provided in this agreement shall in no way limit the foregoing undertaking. 79 of 83

2.2. It will be the sole responsibility of the Originator to ensure that the transmission of Entries and origination of BEFTN transactions are in full compliance with all Rules and Laws.

2.3. The Originator will obtain written authorizations for consumer entries in accordance with the BEFTN Rules and Laws, and shall retain the original or a reasonable copy thereof for no less than two (2) years following the termination or revocation of such authorization.

3. Rejection of Entries.

3.1. In the event that any Entries are rejected by the BEFTN System for any reason, it shall be the responsibility of the Originator to remake such entries. Bank shall have no responsibility to reinitiate any returned entries until Originator remakes such entries in accordance with the BEFTN Rules.

3.2. Bank shall have the right to reject any Entry that does not fully comply with the requirements of this agreement, which determination shall be made in Bank's sole discretion. In addition, Bank shall have the right to reject any Entry that is made while the Originator is in default of any requirements of this agreement, including but not limited to the requirement

to maintain an adequate account balance or line of credit.

4. Return of Entries. Bank will notify the Originator of the receipt of any returned entry or notification of change entry no later than one business day after the business day of such receipt. The Originator may reinitiate any returned entry at their discretion, provided the reinitiating is in accordance with applicable sections of the BEFTN Rules. Bank will not reinitiate any returned entries automatically.

5. Originator Error.

5.1. If the Originator discovers that any Entry it has initiated was made in error, it must notify Bank of the error within 24 hours. In such a case, Bank will utilize its best efforts to initiate an adjusting entry or stop processing of any ■on■us■ Entry. Should Bank be unable to stop the Entry from posting, or if it is too late to withdraw the item from the BEFTN System, the Originator may initiate a reversal file to correct the Entry, as provided for and abiding by the BEFTN Rules.

5.2. Should a reversal be created for an individual Entry or Entries, the receiver(s) of the Entries must be notified by the Originator of the reversal no later than the settlement date of the reversing Entry.

5.3. Should a reversal be created for a complete file reversal, the Originator must advise Bank within five (5) business days of settlement.

6. Settlement. The Originator and Bank shall comply with the settlement procedures described in Attachment C (Settlement).

7. Account Reconciliation. Entries transmitted by Bank will be reflected on Originator's periodic statement. Originator agrees to notify Bank immediately of any discrepancy between Originator's records and the information shown on any such periodic statement. If Originator fails to notify Bank of any discrepancy within sixty (60) days of receipt of the corresponding periodic statement, Originator agrees that Bank will not be liable for any losses resulting from Originator's failure to give such notice.

8. Security Procedures. The Originator and Bank shall comply with the security procedures described in Attachment D (Security Procedures). The Originator acknowledges that the purpose of the security procedures is for verification of file authenticity and not to detect errors within 80 of 83

the transmitted file or individual transactions. No security procedure for detection of any such error has been agreed upon between the Originator and Bank.

9. Payment for Services. The Originator agrees to compensate Bank for providing the services referred to herein at the prices set forth in Attachment E. The prices contained therein do not include, and Originator shall be responsible for payment of, any sales, use, excise, value added, utility or other taxes relating to the services provided for herein. Bank may amend the Pricing Schedule at any time upon delivery of notice thereof to Originator.

10. Limitation of Liability.

10.1. BANK'S LIABILITY HEREUNDER SHALL BE LIMITED TO LIABILITY FOR ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL BANK BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. ORIGINATOR'S EXCLUSIVE REMEDIES FOR ANY AND ALL CLAIMS RELATED TO THE

SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO THE AMOUNT RECOVERABLE BY BANK FROM THE BEFTNSYSTEM OPERATOR, OR ANY OTHER SUB MEMBER PURSUANT TO THE BEFTN RULES OR ANY APPLICABLE INDEMNITY AGREEMENT.

10.2. Bank will not be liable for any failure or delay in transmission of an Entry if such transmission would (1) result in Bank's having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve Guidelines, (2) violate any risk control provision promulgated by the Federal Reserve, or (3) violate any rule or regulation of any Bangladesh governmental regulatory authority.

11. Disclaimer of Warranties. ORIGINATOR ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES PROVIDED HEREUNDER. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES AND ANY RELATED SOFTWARE, IF ANY, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. Indemnification of Bank.

12.1. The Originator will indemnify Bank if Bank incurs any financial loss or liability (including attorneys' fees and associated expenses) due to the breach, with respect to any Entries initiated by the Originator, of any of the warranties of an Originating Bank contained in the BEFTN Rules, except those due to the gross negligence of Bank. This includes reimbursement by the Originator to Bank of any fines imposed on Bank due to breaches of the BEFTN Rules by the Originator.

12.2. The Originator will indemnify Bank against any loss, liability or expense (including attorneys' fees and associated expenses) resulting from any claim that Bank is responsible for any act or omission of the Originator or any other person or entity associated with or affected by the services to be performed hereunder, including but not limited to any receiver, receiving Bank, or any federal reserve financial institution. 81 of 83

13. Notices. Except as otherwise provided herein, all required notices shall be in writing, transmitted to the parties' addresses specified below or such other addresses as may be specified by written notice, and will be considered given either: (i) when delivered in person to the recipient specified below; (ii) when deposited in either registered or certified Mail, return receipt requested, postage prepaid; or (iii) when delivered to an overnight courier service.

If to Bank: If to Originator:

Attn: Attn:

Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of Originator, and any such communication shall be deemed to have been signed by such person. The names and signatures of authorized representatives of Originator are set forth in Attachment F (Authorized Representatives). Originator may add or delete any authorized representative by written notice to Bank signed by an authorized representative other than that being added or deleted. Such notice shall be effective on the second business day following the day of Bank's receipt thereof.

14. Originator Data Retention. Originator will retain data on file adequate to permit remaking of Entries for ten (10) days following the date of their transmittal by Bank as provided herein, and shall provide copies of such data to Bank upon its request.

15. Assignment. Originator may not assign this agreement or any of its rights or obligations hereunder without the prior written consent of Bank. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

16. No Third Party Beneficiaries. The terms, representations, warranties and agreements of the parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person or entity that is not a party to this agreement.

17. Severability. If any provision of this agreement is held to be unenforceable, the unenforceable provision shall be construed as nearly as possible to reflect the original intent of the parties and the remaining provisions shall remain in full force and effect.

18. Force Majeure. Bank will not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. For purposes hereof, a ■Force Majeure Event■ means an unforeseeable event beyond the reasonable control of Bank, including but not limited to: an act of God; fire; flood; labour strike; sabotage; fiber or data■line cut; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder.

19. Waiver. Bank's failure to insist upon strict performance of any provision of this agreement shall not be construed as a waiver of any of its rights hereunder.

20. Termination. The Originator may terminate this agreement at any time upon delivery of thirty (30) days written notice of its intent to so terminate. Bank may terminate this agreement immediately upon delivering written notice thereof to the Originator. Any termination of this
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agreement shall not affect any of the Originator's obligations arising pursuant to the terms of this agreement prior to such termination.

21. Controlling Documents; Governing Law. In the event of a conflict between the terms of any attachment to this agreement and the terms of this agreement, the terms of the attachment shall control. This agreement shall be governed by the laws of the People's Republic of Bangladesh.

22. Entire Agreement. This agreement, together with any attachments hereto, constitute one and the same legally binding instrument and the entire agreement between the Originator and Bank with respect to the subject matter hereof, and supersedes all prior offers, contracts, agreements, representations and understandings made to or with the Originator, whether oral or written, relating to the subject matter hereof. All amendments to this agreement shall be in writing and signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the undersigned have duly executed the Agreement by their duly authorized officers.

BANK

By :
:

Print Name :

Title