

Memorandum of Cooperation
between
the National Bank of the Kyrgyz Republic
and the National Bank of Serbia
on Combating Money Laundering, the Financing of Terrorism and
Financing of Proliferation of Weapons of Mass Destruction

The National Bank of the Kyrgyz Republic (hereinafter: “NBKR”) and the National Bank of Serbia (hereinafter: “NBS”) (hereinafter: “Parties” or “Supervisory Authorities”) have reached an understanding on the need to cooperate and exchange information in order to effectively discharge their functions in relation to preventing the misuse of the financial and digital (virtual) assets sectors, excluding capital markets, for money laundering, financing of terrorism and proliferation of weapons of mass destruction. This cooperation shall be interpreted and implemented by the Supervisory Authorities in a manner consistent with, and permitted by, domestic laws, regulations and requirements of the Parties, including legislation on anti-money laundering, countering the financing of terrorism and countering the financing of proliferation of weapons of mass destruction (hereinafter: “AML/CFT/CPF”) and sectoral legislation, and is consistent with the International Standards on Combating Money Laundering and the Financing of Terrorism and Proliferation issued by the Financial Action Task Force (hereinafter: “FATF Recommendations”).

I. DEFINITIONS

1. For the purposes of this Memorandum of Cooperation (hereinafter: “MoC”):

1.1. “Laws and Regulations” means all laws and regulations governing the licensing and AML/CFT/CPF supervision of Supervised Entities, applicable within the Jurisdiction of the Supervisory Authorities.

1.2. “Obligated Entities Under NBKR Supervision” means commercial banks, microfinance institutions (microfinance companies, microcredit companies and microcredit agencies), credit unions, specialised financial and credit institutions, payment system operators and payment organisations, exchange bureaus, credit bureaus and guarantee funds.

1.3. “Obligated Entities Under NBS Supervision” means banks, financial leasing providers, life insurance undertakings, voluntary pension funds management companies, payment institutions, electronic money institutions, public postal operator when providing payment or exchange services, virtual currency service providers and authorised currency exchange offices licensed and supervised by the National Bank of Serbia.

1.4. “Supervised Entity” means an Obligated Entities Under NBKR Supervision or Obligated Entities Under NBS Supervision.

1.5. “Jurisdiction” means the country, state or another territory where Supervisory Authorities have the legal capacity, authority and/or competence by law.

1.6. “Requested Supervisory Authority” means the Supervisory Authority to whom a request for assistance or information is made under the MoC.

1.7. “Requesting Supervisory Authority” means the Supervisory Authority making a request for assistance or information under the MoC.

1.8. “Confidential Information” means any information and/or documents that are received or acquired by the Supervisory Authority in the course of the discharge of its supervisory functions.

II. COOPERATION AND THE EXCHANGE OF INFORMATION, INCLUDING CONFIDENTIAL INFORMATION

2. The MoC regulates the cooperation of Supervisory Authorities in obtaining, analysing and using of information relevant for the purpose of licensing and AML/CFT/CPF supervision of Supervised Entities, as well as exchange of information with the aim of enhancing compliance with FATF Recommendations.

3. Under the legislation governing each Jurisdiction, both Supervisory Authorities may share Confidential Information in their possession to effectively conduct licensing and AML/CFT/CPF supervision of Supervised Entities.

4. The Supervisory Authorities agree to cooperate and exchange information for the purposes of:

4.1. preventing criminals or their associates from holding, or being the beneficial owner of, a significant or controlling interest, or holding a management function in, a Supervised Entity (i.e., for the purpose of initial and periodic “Fit&Proper” checks);

4.2. preventing natural or legal persons to carry out Supervised Entity activities without the requisite license or registration;

4.3. ensuring and enhancing the efficiency and effectiveness of the supervision of Supervised Entities in accordance with the Laws and Regulations;

4.4. reviewing and improving Laws and Regulations, in accordance with the FATF Recommendations and international best practice;

4.5. knowledge sharing and exchange of experience related to AML/CFT/CPF supervision of Supervised Entities (e.g. seminar, training, study visit, etc);

4.6. knowledge sharing and exchange of experience with regards to mutual assessment of the national AML/CFT/CPF system conducted by competent international body, particularly with regards to FATF Immediate Outcome 3 and other FATF Immediate Outcomes within the competence of Supervisory Authorities (e.g. seminar, training, study visit, etc).

5. The Parties acknowledge that they may only provide information under the MoC for the purpose of or in the discharge of their institutional functions pursuant to the requirements set forth under all applicable domestic laws, regulations and requirements, which, inter alia, impose restrictions on the disclosure of information.

6. The arrangements for the storage and deletion of data obtained, once the purposes of the exchange have been achieved or the retention period has expired, shall be equivalent to the internal document retention arrangements of the Supervisory Authorities.

7. In the event of a data breach or unauthorised access, the Parties shall notify the other party to the exchange within 24 hours.

8. Any request for information shall contain a concise description of the key facts underlying the request. All requests for information shall be made in writing in English through a secure network or by other secure means. Where there is a need for expedited action, requests may be made in any form, including orally, provided such communication is subsequently confirmed in writing. The Supervisory Authority receiving such requests will endeavour to prepare the information as promptly as practicable and provide it upon receipt of the written confirmation. Only official corporate e-mail addresses identifying the sender and the recipient shall be used for the exchange of information.

III. ENSURING THE CONFIDENTIALITY OF INFORMATION

9. The Supervisory Authorities shall take all measures reasonably necessary to protect from disclosure and otherwise preserve and maintain the confidential or privileged nature of any information that they share with one another, use and store. The following minimum technical requirements shall apply to the exchange of information:

- (a) the use of end-to-end encryption of the data transmitted;
- (b) communication conducted exclusively over secure communication channels;
- (c) centralised management of accounts and access, with mandatory use of a directory service (Active Directory or equivalent);
- (d) the use of up-to-date anti-virus protection on users' workstations and mail servers;
- (e) continuous auditing and logging of user actions and system security events.

10. All information provided under the MoC belongs to, and shall remain the property of, the providing Supervisory Authority. The Supervisory Authorities may not use any Confidential Information obtained pursuant to the MoC without the prior written consent of the Supervisory Authority that provided the information and for any purpose other than the purpose for which the information was requested or provided.

11. The Supervisory Authorities may not disclose any Confidential Information received under the MoC to any third party without the prior written consent of the providing Supervisory Authority. In such cases the Supervisory Authority, prior to passing the information received to any third party, shall obtain the prior written consent of the Supervisory Authority that provided this information and specify which Confidential information it is required to disclose and the relevant circumstances.

12. When providing written materials that may be treated as confidential pursuant to the MoC, the Parties should mark every page of the materials provided with text reading substantially as follows:

"CONFIDENTIAL – PROVIDED PURSUANT TO THE NATIONAL BANK OF THE KYRGYZ REPUBLIC / THE NATIONAL BANK OF SERBIA MEMORANDUM OF AML/CFT/CPF COOPERATION ".

13. The provisions of Section III shall apply to all information received pursuant to the MoC.

IV. MEETINGS OF SUPERVISORY AUTHORITIES' REPRESENTATIVES

14. Representatives of the Supervisory Authorities agree to meet online, in principle, where necessary for the purposes prescribed in Articles 4.1-4.3. of the MoC.

15. The Parties agree to arrange for exchange visits or joint workshops (or seminars) where necessary for the purposes prescribed in Articles 4.3-4.6. of the MoC.

V. MISCELLANEOUS PROVISIONS

16. The Requested Supervisory Authority may decline to provide information requested under the MoC, stating the grounds for the refusal: (a) where the request for information would require the Supervisory Authority to act in a manner that would violate the laws and regulations in force (specifically, legislation imposing restrictions on the disclosure of information) or the provisions of the arrangements made prior to the MoC; (b) where it would be otherwise contrary to the public interest or national security to provide the assistance sought.

17. The MoC shall remain in effect indefinitely from the date hereof unless terminated by either Supervisory Authority giving an advance written notice of termination to the other Supervisory Authority. In that event the MoC shall cease to have effect 60 (sixty) days after the date of receipt of such notification by the other Supervisory Authority. In the event of termination of the MoC all information obtained under the MoC will continue to be treated as confidential until the Supervisory Authority that provided Confidential Information gives written notice of the cancellation of measures that are necessary to protect the confidentiality of such information.

18. The MoC may be amended by mutual consent of the Supervisory Authorities in writing specifying the date of entry into force of the amendments.

19. The MoC shall not be deemed an international agreement and shall not, and is not intended to, confer any rights or create any legally binding obligations governed by international law.

VI. DISPUTE RESOLUTION

20. Disputes between the Parties concerning the interpretation and/or application of the provisions of the MoC will be resolved by consultation between the Parties.

VII. MISCELLANEOUS

21. The MoC is signed in four original copies in the English language, two of each are retained by each party.

22. The Supervisory Authorities shall designate departments/divisions responsible for the implementation of the MoC:

22.1 The Division for Countering the Financing of Criminal Activity and the Legalization (Laundering) of Criminal Proceeds of the National Bank of the Kyrgyz Republic;

The International Cooperation Department of the National Bank of the Kyrgyz Republic

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22.2. Governor's Office of the National Bank of Serbia.

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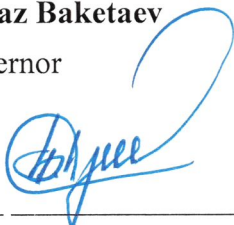
Website: www.nbs.rs

E-mail: kabinetguvernera@nbs.rs

For the National Bank of the Kyrgyz
Republic

Almaz Baketaev

Governor



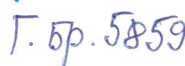
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For the National Bank of Serbia

Jorgovanka Tabaković, PhD

Governor

_____ 22.7. 2026