

# Standard for Payment Service Provider Porting of Merchant Payment-Related Data

Commenced 1 July 2025

**Australian Payments Network Limited** 

ABN 12 055 136 519 Suite 2, Level 17, 225 George Street Sydney NSW 2000

Effective 1 July 2026 - Version 1.0

# **IMPORTANT INFORMATION**

## RESPONSIBILITY

This Standard was developed by Australian Payments Network Limited (AusPayNet).

Current versions of Standards developed by AusPayNet are available on the AusPayNet website <u>www.auspaynet.com.au</u>.

### **FEEDBACK**

Stakeholders may submit suggested updates, edits, changes, additions or other feedback on the Standard by sending an email to <u>standardsdevelopment@auspaynet.com.au</u>.

### LEGAL LIABILITY

To the maximum extent permitted by law, in no event shall AusPayNet be liable for any direct or indirect loss, damage or expense (irrespective of the manner in which it occurs), which may be suffered due to any person's reliance on this document.

### COPYRIGHT

Reproduction within Australia in unaltered form (retaining this notice) is permitted for personal and non-commercial use subject to the inclusion of an acknowledgment of the source. Otherwise, no part of it may be copied, reproduced, translated, or reduced to any electronic medium or machine-readable form without prior written permission from AusPayNet.

Written and published in Sydney, Australia by AusPayNet.

Copyright @ 2025 Australian Payments Network Limited (ABN 12 055 136 519). All rights reserved.

# **TABLE OF CONTENTS**

PART 1	PRELIMINARY	4
1.1	Definitions	4
1.2	Interpretation	6
1.3	Relationship to Laws	6
1.4	Relationship with other Standards or Guidelines	6
PART 2	PURPOSE, APPLICATION AND SCOPE	7
2.1	Purpose	
2.2	Application	
2.3	Scope	
2.4	Out of Scope	
2.5	Departing from the Standard	
PART 3	COMMON REQUIREMENTS	9
3.1	Requirement #1: Data elements to be included in the Porting of MPR Data	
3.2	Requirement #2: Data Transfer Mechanism – Data Encryption	
3.3	Requirement #3: Data Transfer Mechanism – Data Medium	
3.4	Requirement #4: Data Transfer Mechanism – Data Delivery	
3.5	Requirement #5: Third Party Authorisation and Access	12
3.6	Requirement #6: Timeliness of Data Transfer	12
PART 4	COMPLIANCE MONITORING AND REPORTING	13
4.1	Reporting Non-Compliant Applicable Entities	13
4.2	AusPayNet's Obligations where Report of Non-Compliance Received	
4.3	Consequences of Non-Compliance	13
4.4	Annual Reporting Requirements	13
PART 5	ADMINISTRATION	14
5.1	Commencement, Transition and Effective Date	14
5.2	Subscription	14
5.3	Review	14
5.4	Amendments	14
ANNEX	URE A: JSON SCHEMA	15
ANNEX	URE B: DEED POLL	17
ΔΝΝΕΥ	URE C: NON-COMPLIANCE REPORT	10
		נו
<b>ANNEX</b>	URE D: ANNUAL COMPLIANCE AND MONITORING SURVEY RESPONSE	20

# STANDARD FOR PAYMENT SERVICE PROVIDER PORTING OF MERCHANT PAYMENT-RELATED DATA

# PART 1 PRELIMINARY

#### 1.1 **Definitions**

The following capitalised terms have these meanings in this Standard:

"Annual Compliance and Monitoring Survey" means the survey in Annexure D of the Standard.

**"Applicable Entity"** means an entity that has subscribed to this Standard that is involved in the provision or support of services that transfer MPR Data either to or from a PSP.

**"Australian Payments Network"** or **"AusPayNet"** mean the industry association and selfregulatory body for the Australian payments industry.

**"Buy Now Pay Later"** or **"BNPL"** mean short-term financing that allows consumers to make purchases and pay for them over time, usually over instalments.

**"Compliance List"** means the list of Applicable Entities published on AusPayNet's website, who have subscribed to and are compliant with the Standard.

"Commencement Date" means 1 July 2025.

**"Data Encryption"** means the process to convert readable data into an unreadable format to protect sensitive information from unauthorised access.

"Deed Poll" means the deed poll signed by an Applicable Entity as set out in Annexure B.

**"Digital Wallet"** means an application or online service on a cardholder's personal device (e.g. smartphone) which has digital versions of payment cards and may be used to make online payments using these stored card credentials.

**"Effective Date"** means 1 July 2026 and is the date on which the Transition Period has ended, the Standard becomes effective, and all Applicable Entities must be compliant with the Standard's Requirements.

**"EMVCo"** means a global technical body, owned by major international card schemes, which develops and manages technical standards.

**"Funding PAN"** or **"FPAN"** mean a PAN that has not been tokenised e.g. the number printed on a physical debit or credit card.

**"Guidelines"** means the 'Guidelines for Payment Service Provider Porting of Merchant Payment-Related Data'.

"Merchant Payment-Related Data" or "MPR Data" mean payment card or bank account data that:

- (a) a cardholder has provided consent for a merchant to hold; and
- (b) is required to enable future online transactions by that cardholder.

**"Payment Service Provider"** or **"PSP"** mean an entity that holds merchant payment-related data to facilitate ecommerce payment transactions between businesses and their customers. Examples of PSPs include but are not limited to gateways, acquirers and token service providers.

**"Port"** or **"Porting"** mean the transfer of MPR Data between the Sending Party and the Receiving Party.

**"Primary Account Number"** or **"PAN"** mean a 12 to 19-digit number associated with a payment account which identifies the unique cardholder account and the issuer of the card. (See also FPAN and TPAN).

"Primary Party" has the meaning ascribed to it in clause 2.3.2.

**"Proprietary Token"** means a Token issued by either the merchant or their PSP that is providing the merchant with the ability to process online payments.

**"Public Key"** means a cryptographic key used in asymmetric encryption. A public key is used to encrypt data, and it can be freely shared with anyone, making it public. The other part of the key pair, the private key, is used to decrypt data and must be kept secret.

"Receiving Party" means the entity receiving the MPR Data.

**"Rectification Steps"** means the actions that AusPayNet can require an Applicable Entity to undertake when that Applicable Entity has breached the Standard.

**"Requirement"** means the mandatory obligations in Part 3 of the Standard with which Applicable Entities must comply.

"Reserve Bank" or "RBA" mean the Reserve Bank of Australia.

"Scheme" means a domestic or international payment network/card scheme.

**"Scheme Token"** or **"Network Token"** mean a Token issued by a Scheme to replace the FPAN and other sensitive details for use across the entire payments ecosystem.

**"Secure Remote Commerce"** or **"SRC"** mean an online check-out experience built using the EMV Secure Remote Commerce (SRC) specifications<sup>1</sup>, whereby a merchant or commerce provider requests permission to use a customer's payment method to complete a transaction.

"Sending Party" means the entity sending the MPR Data.

**"Standard"** means this standard (including, without limitation, the annexures to this Standard) as amended from time to time.

**"Token"** means a unique identifier that replaces sensitive data with non-sensitive, randomised data that has no essential or exploitable value or meaning. The token can only be reversed to the original data (de-tokenised) by the tokenisation system that created the token.

"Tokenised PAN" or "TPAN" mean a tokenised version of an FPAN.

**"Token Migration Services"** means the services provided by the Schemes to facilitate the use of Scheme Tokens for merchants that have switched PSPs for the processing of their online payments.

**"Transition Period"** means the 12-month period that commences from the Commencement Date, and during which time Applicable Entities can subscribe to and become compliant with the Standard's Requirements.

1. EMV® Secure Remote Commerce | EMVCo.

#### **1.2 Interpretation**

- 1.2.1 AusPayNet has published Guidelines to assist in the interpretation of and compliance with this Standard.
- 1.2.2 In the case of any inconsistency between this Standard and the Guidelines the provisions of this Standard prevail.
- 1.2.3 In this Standard, unless the context requires otherwise:
  - (a) the singular includes the plural and vice versa;
  - (b) headings are inserted for convenience and do not affect the interpretation of this Standard;
  - (c) a reference to a specific time or date means that time in Sydney, Australia;
  - (d) "including" and similar words do not imply any limitation;
  - (e) references to clauses and annexures are to clauses and annexures in this Standard; and
  - (f) references to statutes or other standards include references to those documents as amended or replaced from time to time.

#### 1.3 Relationship to Laws

1.3.1 If any of the provisions of this Standard conflict with any federal, state or local laws, then those laws prevail.

#### **1.4 Relationship with other Standards or Guidelines**

1.4.1 This Standard cross-references a number of existing standards and guidelines published by bodies other than AusPayNet that may apply to Applicable Entities. The requirements of these other standards and guidelines have not been duplicated in this Standard and Applicable Entities are expected to have familiarised themselves with and adhere to their responsibilities under all such applicable requirements as a separate matter from the specific requirements of this Standard.

# PART 2 PURPOSE, APPLICATION AND SCOPE

#### 2.1 Purpose

- 2.1.1 The Standard is intended to:
  - (a) facilitate a common, repeatable process that will reduce Porting friction for parties involved in the Porting of MPR Data; and
  - (b) assist industry participants in meeting the RBA's token portability expectations (expectation 4.ii and 4.iii) issued on 23 May 2024.<sup>2</sup>

#### 2.2 Application

- 2.2.1 This Standard applies to Applicable Entities that:
  - (a) are, or potentially could be, involved in the provision or support of services that Port MPR Data either to or from a PSP; and
  - (b) have subscribed to this Standard by executing a Deed Poll in favour of AusPayNet, confirming their commitment to comply with the Standard in accordance with clause 5.2.1.
- 2.2.2 This Standard applies if the Sending Party and the Receiving Party either:
  - (a) agree to apply the Standard; or
  - (b) are unable to otherwise agree to the parameters of the data to be Ported between the Sending Party and Receiving Party.

#### 2.3 Scope

- 2.3.1 The Standard sets out Requirements that Applicable Entities must meet in their capacity as Primary Parties involved in the Porting of MPR Data to or from a PSP if the conditions in clause 2.3.3 apply.
- 2.3.2 For the purposes of this Standard, the Primary Parties are:
  - (a) the merchant that holds MPR Data;
  - (b) the Sending Party; and
  - (c) the Receiving Party.
- 2.3.3 The Standard applies to the Porting of MPR Data if:
  - (a) the MPR Data to be Ported is defined as 'active' in accordance with paragraph 2.3.4 below;
  - (b) the Sending Party has a need to store the MPR Data to facilitate online payments; and
  - (c) the Sending Party holds either the FPAN or the TPAN.
- 2.3.4 The MPR Data to be Ported can be defined as active by:
  - (a) the payment card issuer;
  - (b) commercial agreements between the merchant, the Sending Party and/or Receiving Party; and/or
  - (c) mutual agreement of the merchant and the Sending Party.
- 2. Expectations for Tokenisation of Payment Cards and Storage of PANs May 2024 | RBA.

#### 2.4 Out of Scope

- 2.4.1 The Standard does not apply to:
  - (a) the creation of a Proprietary Token issued by the Sending Party;
  - (b) the creation of a Scheme Token;
  - (c) any Tokens that relate to:
    - (i) Digital Wallets;
    - (ii) BNPL payments; or
    - (iii) Secure Remote Commerce.

#### 2.5 Departing from the Standard

2.5.1 The Sending and Receiving parties may mutually agree to modify the common set of Requirements outlined in Part 3 of this Standard. In such cases, the provisions of this Standard will not apply to any agreed-upon modifications.

# PART 3 COMMON REQUIREMENTS

#### **3.1** Requirement #1: Data elements to be included in the Porting of MPR Data

3.1.1 The Sending Party must include the data elements to be Ported as described (and subject to the Requirements) in the table on the next page.

TS	
MEN	
ELE	
ATA	
1: D	
<b>\BLE</b>	
~	

	)			
Data Element	Description	When mandatory	Format	Implementation considerations
Main Header data fields				
VersionID	Indicates the version of the file format used. Included for future compatibility.	Always	String[255]	
NumberOfRecords	Details the number of records in the file. Provided for auditing and reconciliation purposes.	Always	Number[9]	The total number of records will be the number of credentials in the file.
Migration-level data fields				
Merchantldentifier	The merchant name on record.	Always	Array of String[255][1-4]	Four levels available with only level 1 (highest level of the merchant) to be mandatory, remaining levels to be optional, and at the discretion of the Sending Party and Receiving Party.
SchemeCustomData	Scheme-defined data element required to support the scheme Token Migration Service at the non-credential level.	Mandatory if the Scheme requires data to be provided at the migration level, AND the Sending Party holds the data.	Array of 3-part key / value data {Scheme,DataPoint, value} each as String[255]	The specific use of these data points shall be determined by the relevant Scheme migration rules.
Customer-level data fields				
CustomerID	A unique reference ID for the in- dividual customer account held with the merchant.	Mandatory if the CustomerID forms part of the primary key of the Sending Party's creden- tial data.	String[255]	

Data Element	Description	When mandatory	Format	Implementation considerations
Credential-level data fields				
CredentialID	The payment credentials on record.	Always	String[255]	If the Sending Party holds multiple credentials linked to a single CustomerID, then the first customer credential will be the default CredentialID for that customer.
FPAN	The FPAN linked to the card on file.	Mandatory if the Sending Party holds the FPAN.	String[12 to 19] (digits 0-9 only)	
FPANExpiryMM	Expiry month of the FPAN.	Mandatory if the Sending Party holds the FPAN expiry.	String[2] (digit 0-1 followed by 0-9 corresponding to values '01' to '12')	
FPANExpiryYY	Expiry year of the FPAN.	Mandatory if the Sending Party holds the FPAN expiry.	String[2] (digits 0-9 only)	
SchemeCustomData110 [fields 1 – 10]	Scheme-defined data elements required to support the Token Migration Service provided by the Scheme who issued that Token.	Mandatory if the Scheme token data required to support the relevant Scheme's Token Migration Service has been defined by the relevant Scheme AND the Sending Party holds the data.	Array of String[255] [1-10]. The first value in the array must be an identifier for the Scheme, from the following list: "VISA", "UPI", "eftpos"	
		-		

The specific JSON Schema for the provision of the data points described above is provided in Annexure A: JSON Schema. Where the data format field above indicates "String", the supported character set shall be ISO/IEC 8859-1.<sup>3</sup> 3 ISO/IEC 8859-1:1998, Information technology—8-bit single-byte coded graphic character sets—Part 1: Latin alphabet No. 1, is part of the ISO/IEC 8859 series of ASCII-based standard character encodings which includes the standard English alphabet, extended characters from Latin languages (such as c, é, and ñ) and common symbols.

#### **3.2 Requirement #2: Data Transfer Mechanism – Data Encryption**

- 3.2.1 The Sending Party must encrypt the MPR Data to be Ported using the OpenPGP<sup>4</sup> standard, defined in IETF RFC 9580<sup>5</sup>, prior to transfer, with the conditions that:
  - (a) Asymmetric key encryption must be used.
  - (b) Deprecated algorithms and techniques in the OpenPGP standard must not be used.
  - (c) SHA-1<sup>6</sup>, and any features which use SHA-1, should not be used, even if allowed under RFC 9580.
- 3.2.2 The Sending Party and Receiving Party must either verify Public Keys used for encryption before use, or ensure that these have been received through a trusted communications mechanism.

#### 3.3 Requirement #3: Data Transfer Mechanism – Data Medium

3.3.1 The Sending Party must Port the MPR Data using a plain text file encoded in the JavaScript Object Notation (JSON<sup>7</sup>) format which follows the JSON Schema provided in Annexure A.

#### 3.4 Requirement #4: Data Transfer Mechanism – Data Delivery

3.4.1 The Sending Party must transfer the MPR Data via Secure File Transfer Protocol (SFTP)<sup>8</sup>.

#### 3.5 Requirement #5: Third Party Authorisation and Access

- 3.5.1 The Primary Parties are accountable for the generation, sending and receipt of the MPR Data to be Ported.
- 3.5.2 Where the Primary Party is reliant on a third party to complete the generation and/or Porting of the MPR Data, the Primary Party that has the direct relationship with the third party is responsible for:
  - (a) obtaining the information required to complete the generation of the MPR Data from the third party; and/or
  - (b) authorising that third party to directly transfer the MPR Data held by the third party to the Receiving Party.

#### 3.6 Requirement #6: Timeliness of Data Transfer

3.6.1 The Sending Party must Port the MPR Data in a timely manner. The Sending Party is responsible for ensuring that any relevant third parties supporting the Sending Party to Port the MPR Data also meet this requirement.

7 JavaScript Object Notation (JSON) is an open standard, lightweight data-interchange format that uses human-readable text.

<sup>4</sup> OpenPGP is a freely available standard used to encrypt and/or sign messages and documents.

<sup>5</sup> IETF RFC 9580 is the name of the document containing details of the OpenPGP format and requirements.

<sup>6</sup> Secure Hash Algorithm 1 (SHA-1) is a cryptographic hash function defined in NIST FIPS 180-4.

<sup>8</sup> SSH File Transfer Protocol (SFTP) is a Secure File Transfer Protocol.

# PART 4 COMPLIANCE MONITORING AND REPORTING

#### 4.1 Reporting Non-Compliant Applicable Entities

4.1.1 Where an Applicable Entity (AE1) becomes aware that another Applicable Entity (AE2) has not complied with a Requirement under this Standard and has tried unsuccessfully to resolve the issue with AE2 directly, AE1 may report the non-compliance by AE2 to AusPayNet by completing the form set out in Annexure C: Non-Compliance Report and sending it by email to <u>standardsdevelopment@auspaynet.com.au</u>.

#### 4.2 AusPayNet's Obligations where Report of Non-Compliance Received

- 4.2.1 Where AusPayNet receives a Non-Compliance Report it will:
  - (a) Contact AE1 to confirm receipt of the Non-Compliance Report request and additional information should it be required.
  - (b) Contact AE2 to inform them that a Non-Compliance Report has been received and is being investigated and invite AE2 to provide additional relevant information.
  - (c) After collecting all relevant information from AE1 and AE2, AusPayNet will review the matter to determine whether any non-compliance has occurred.
  - (d) Where AusPayNet determines that there has not been non-compliance with the Standard, AusPayNet will notify AE1 and AE2 and no further action will be taken.
  - (e) Where AusPayNet determines that non-compliance with the Standard has occurred, AusPayNet may elect to do any or a combination of the following Rectification Steps:
    - (i) assist AE2 to resolve the issue within a reasonable timeframe, taking into account the nature and severity of the non-compliance;
    - (ii) facilitate resolution between AE1 and AE2;
    - (iii) obtain from AE2 a written confirmation of intended actions to rectify the non-compliance; and/or
    - (iv) obtain from AE2 a written confirmation of future compliance with Requirements of the Standard.

#### 4.3 Consequences of Non-Compliance

4.3.1 Where an Applicable Entity fails to comply with any determined Rectification Steps, AusPayNet may use its discretion to remove the Applicable Entity from the Compliance List.

#### 4.4 Annual Reporting Requirements

4.4.1 All Applicable Entities must complete and submit to AusPayNet by email to <u>standardsdevelopment@auspaynet.com.au</u> an Annual Compliance and Monitoring Survey, in the form set out in Annexure D: Annual Compliance and Monitoring Survey Response by 31 January each year.

# PART 5 ADMINISTRATION

#### 5.1 Commencement, Transition and Effective Date

- 5.1.1 This Standard will commence on the Commencement Date and will become effective from the Effective Date.
- 5.1.2 The Standard will be subject to a 12-month Transition Period between the Commencement Date and the Effective Date.
- 5.1.3 Applicable Entities may subscribe to the Standard from the Commencement Date.
- 5.1.4 All Applicable Entities must comply with the Standard from the Effective Date or from the date that they subscribe if that date is after the Effective Date.

#### 5.2 Subscription

- 5.2.1 An entity may subscribe to this Standard by executing a Deed Poll in favour of AusPayNet and each other Applicable Entity from time to time, as set out in Annexure B.
- 5.2.2 Each Applicable Entity irrevocably appoints AusPayNet as its agent solely to acknowledge and agree on behalf of that Applicable Entity to any Deed Poll executed by another Applicable Entity.
- 5.2.3 Each Applicable Entity acknowledges that AusPayNet (i) does not warrant that it has authority to sign any Deed Poll on behalf of any Applicable Entity; and (ii) owes no fiduciary or other duties to the Applicable Entities who appoint AusPayNet agent under clause 5.2.2 above. Each Applicable Entity indemnifies AusPayNet, its directors, officers, employees and agents from and against all losses, damages, liabilities, claims and expenses (including legal costs) arising out of any acknowledgement and agreement by AusPayNet to a Deed Poll on behalf of that Applicable Entity.
- 5.2.4 AusPayNet will publish a Compliance List on its website. Inclusion on the Compliance List is at AusPayNet's sole discretion.

#### 5.3 Review

5.3.1 AusPayNet will review this Standard (at a minimum) once every three years or earlier if required.

#### 5.4 Amendments

- 5.4.1 If following a review of this Standard AusPayNet considers that material changes are required, AusPayNet will consult with Applicable Entities and other relevant industry stakeholders to confirm and determine the nature and scope of any amendments.
- 5.4.2 AusPayNet may make other non-material or typographical amendments as and when required at its discretion.
- 5.4.3 AusPayNet must publish notice of amendments to this Standard to all Applicable Entities as soon as reasonably practicable.

# **ANNEXURE A: JSON SCHEMA**

The JSON schema for the migration transfer file is as follows:

```
"$schema": "https://json-schema.org/draft/2020-12/schema",
"$id": "https://www.auspaynet.com.au/schemas/AusPayNetPaymentDataMigrationV1.json",
"title": "Payments Data Migration",
"type": "object",
"properties": {
 "TotalCredentials": {
  "type": "number"
 },
 "Merchant": {
  "type": "object",
  "properties": {
   "MerchantID": {
    "type": "array",
     "items": {
      "type": "string"
     },
     "minItems": 1,
     "maxItems": 4
   }
  }
 },
 "Customer": {
  "type": "object",
  "properties": {
   "MerchantID": {
    "type": "string"
   },
   "CustomerID": {
    "type": "string"
   }
  }
 },
 "Credential": {
  "type": "object",
  "properties": {
   "MerchantID": {
    "type": "string"
   },
   "CustomerID": {
    "type": "string"
```

```
},
```

```
"CredentialID": {
    "type": "string"
   },
   "CustomerCredentialID": {
    "type": "string"
   },
   "FPAN": {
    "type": "string",
    "pattern": "^[0-9]{12,19}$"
   },
   "EXPmm": {
    "type": "string",
    "pattern": "^(0[1-9]|1[0-2])$"
   },
   "EXPyy": {
    "type": "string",
    "pattern": "^[0-9]{2}$"
   },
   "SchemeCustomData": {
    "type": "array",
    "items": {
      "type": "string"
     },
     "minItems": 1,
     "maxItems": 10
   }
  },
  "required": [
   "CredentialID"
  ],
  "dependentRequired": {
   "FPAN": [
    "EXPmm",
    "EXPyy"
   ]
  }
 }
},
"required": [
 "TotalCredentials",
"Credential"
```

]

### **ANNEXURE B: DEED POLL**

#### **DEED POLL – SUBSCRIPTION TO STANDARD**

#### **Participating Institution**

Name	
ABN/ACN	
Place of incorporation	۱
Registered address	

#### **General Terms**

1) The **Australian Payments Network Limited ABN 12 0551 365 19 ('AusPayNet')** has collaborated with relevant industry stakeholders to develop the:

**'Standard for Payment Service Provider Porting of Merchant Payment-Related Data'** [Standard].

- 2) The Participating Institution wishes to subscribe to the Standard.
- 3) The Participating Institution agrees that it will:
  - a) observe, comply with and be bound by all provisions of the Standard that are applicable to the activities in which it participates; and
  - b) engage with AusPayNet in all matters relating to the Standard in good faith.
- 4) The Participating Institution acknowledges that, to the maximum extent permitted by law, in no event shall AusPayNet be liable for any direct or indirect loss, damage or expense (irrespective of the manner in which it occurs), which may be suffered due to the Participating Institution's subscription to the above Standard.
- 5) This deed is a deed poll by the Participating Institution which operates in favour of AusPayNet and each Applicable Entity other than the Participating Institution from time to time and may be relied on and enforced by AusPayNet and each such Applicable Entity from time to time in accordance with its terms.
- 6) A single or partial exercise or waiver of a right relating to this deed does not prevent any other exercise of that right or the exercise of any other right.
- 7) This deed is governed by the law of New South Wales, Australia. The Participating Institution irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there.
- 8) If any provision in this deed is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of other clauses in this deed.
- 9) The Participating Institution may revoke this deed at any time provided that it notifies AusPayNet of such revocation in writing.

Date:

Executed as a deed poll.

**Signed, sealed and delivered by** [Name of Participating Institution, ABN/ACN] in accordance with section 126 of the *Corporations Act 2001* (Cth) by:

Signature of authorised agent

Title of authorised agent

Name of authorised agent

**Acknowledged and agreed by** Australian Payments Network Limited ABN 12 055 136 519 for itself and on behalf of each then Subscriber

Signature of authorised agent

Title of authorised agent

Name of authorised agent

# **ANNEXURE C: NON-COMPLIANCE REPORT**

Where an Applicable Entity (AE1) becomes aware that another Applicable Entity (AE2) has breached a Requirement under this Standard and has tried unsuccessfully to resolve the issue with AE2 directly, AE1 may report the breach by AE2 to AusPayNet by completing the Non-Compliance Report form set out below and sending it by email to <u>standardsdevelopment@</u> <u>auspaynet.com.au</u>.

# **NON-COMPLIANCE REPORT**

Plea	ase complete all questions below.		
A.1	Name of Applicable Entity (AE1)		
A.2	Author of Non-Compliance Report	_	
A.3	Contact details of Author of Non-Compliance Report		
A.4	Date of Non-Compliance Report		
A.5	Name of the Applicable Entity (AE2) that proposed non-compliance with the Standard has been identified		
A.6	Date or month the proposed non-compliance with the Standard occurred		
A.7	Details of the proposed non-compliance Please include the Standard clause(s) of proposed non-compliance, any details	Clause(s)	
	relevant to the non-compliance, any details relevant to the non-compliance and the impact of the non-compliance. (Please add additional rows as required)	Details	
		Impact	
A.8	Details of the steps taken to resolve the proposed non-compliance, including any Non-Compliance Report submitted to AusPayNet		

# ANNEXURE D: ANNUAL COMPLIANCE AND MONITORING SURVEY RESPONSE

#### YEARLY AUDIT COMPLIANCE TO THE STANDARD FOR PAYMENT SERVICE PROVIDER PORTING OF MERCHANT PAYMENT-RELATED DATA (clause 4.4)

It is a requirement of All Applicable Entities to the Standard for Payment Service Provider Porting of Merchant Payment-Related Data (Standard) to complete and submit to AusPayNet by email to <u>standardsdevelopment@auspaynet.com.au</u> this Annual Compliance and Monitoring Survey by 31 January each year.

TO:	Standards Administrator Australian Payments Network L	imited ("AusPayNet")
RE:	Annual compliance to the Stand Porting of Merchant Payment-F	dard for Payment Service Provider Related Data
FROM:	Name of applicable entity	
	Place of incorporation	
	Australian Company Number / Australian Business Number / Australian Registered Body Number	
	Registered office address	
	Name of contact person	
	Telephone number	
	Email address	

## ANNUAL COMPLIANCE AND MONITORING SURVEY FOR APPLICABLE ENTITIES

#### QUESTIONS

(Please answer all questions below in relation to the most recent calendar year (1 January to 31 December))

A.1	Please indicate the number of instances that the Applicable Entity has been a Sending Party or Receiving Party in the Porting of Merchant Payment-Related Data (MPR Data).	Sending	g Party		Receiving	Party	- Applicable Clause 2.3
A.2	Please indicate if the Applicable Entity has identified any potential instances of non-compliance with the Standard by any Applicable Entities involved in the Porting of MPR Data indicated in A.1. Please provide details.	Yes			Clause	Party involved	3.0
A.3	Please indicate if the matters indicated in A2 compliance were resolved. Please provide details.	Yes			No		-
A.4	Please indicate if the Standard is meeting its intended purpose to address porting frictions. Please provide details.	Yes	No	Uns	sure		2.1.1

Signed for and on behalf of [name of applicable entity]: \_\_\_\_\_

Signature of authorised person

Name of authorised person (block letters): \_\_\_\_\_

Position held:

Date: \_\_\_\_\_