



RULES GOVERNING THE CLEARING OF ENHANCED EFT SERVICES

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1. DOCUMENT HISTORY

Old Version	Date	Amendments	New Version	Authority
V.01	2015/12/01	Formalisation of document	V.01.1	PCH EFT member
V.01.1	2016/01/13	Review by PAN	V.01.2	Saima Herman
V.01.02	2016/03/10	Amendments to Rules	V.01.03	Lizanne van Zyl
V.01.03	2016/06/21	Amendments of Industry Comments	V.01.04	Saima Herman
V.01.04	2017/02/15	Amendment of Industry	V.02.01	Saima Herman
V.02.01	2017/06/25	Amendment of Industry	V.02.02	PCH EFT Member
V.02.02	2018/08/08	Amendment of Industry	V.02.03	PCH EFT Members
V.02.03	2018/09/20	Amendment by Industry	V.02.04	PCH EFT Members
V.02.04	2019/02/28	Final Document	V.02.05	PCH EFT Members
v.02.05	2019/05/21	Amendment by Industry to incorporate the following CRs	V.02.06	PCH EFT Members
v.02.06	2019/06/04	Amendments by Industry	V.02.07	PCH EFT Members
V.02.07	2019/06/18	Amend/Combine Rules relating to Disputes & Recalls	V02.08	Lizanne van Zyl
V.02.08	29/07/2019	Missing Responses Rule added	V.02.09	Elina Nghishishi
V.02.09	13/08/2019	Amendments by Industry (Debit Collection & Credit Payment Split Transactions)	V.02.10	PCH EFT Members
V.02.10	22/11/2019	Amendment of Industry comments	V.02.11	Mbapeua Kauuova
V.02.11	15/04/2020	Amendment of Industry comments (delete 10.1(c))	V.02.12	Elina Nghishishi
V.02.12	22/09/2020	Amendment of Industry NRTC rules	V.02.13	PCH EFT Members
V.02.13	25/03/2021	Amendment of industry service rules (duplicate checking at the authorised Service Provider, allowance of ENDOPOR extension and disallowance of ACH	V.02.14	PCH EFT Members

		acceptance of transactions after hard cut-off times)		
V.02.14	17/05/2021	<ul style="list-style-type: none"> • Addition of GPr 46 to Section 7 for the disallowance of a unilateral shut-down of EEFT services by a Participant. (Pg. 16) • Removal of Section 10.1 b) which requires Participants to remove Unable-to-Apply-Payment payment instructions prior to their next presentment. (Pg. 27) 	V.02.15	PCH EFT Members
V.02.15	02/07/2021	<ul style="list-style-type: none"> • Amendment to GPr11: deletion of the reference to Participants being allowed to simultaneously process EnDO and existing EFT system debit orders as an interim solution during customer migration. • Enhancement of section 10.6 to define a missing response and outline reporting thresholds per window. • Amendment to EPr7 to clarify EnDO Intraday tracking time slots, and removal of previous provision for Participants to not have to confirm that credit runs have taken place prior to any debit runs from EPr8. 	V.02.16	EFT forum members
V.02.16	28/04/2022	<ul style="list-style-type: none"> • Amendment of 8.2.2 (d) [page 20] to provide an additional business day 	V.02.17	EFT forum members

		<p>for the tracking of cancellation request messages, and to specify the exclusion of non-processing days in this respect.</p> <ul style="list-style-type: none"> • A further amendment to GPr28 [page 15] to align same to section 8.2.2 (d). 		
V.02.17	18/03/2025	<ul style="list-style-type: none"> • Amendment of 10.5 (d) [on page 29] to include after cut-off responses for non-financial services. 	V.02.18	EFT Forum Members

2. INTRODUCTION

- 2.1 The Payment Systems Management Act, 2003 (Act 18 of 2003) ('the Act') as amended and the subsequent formulation of the Payment Association of Namibia ('PAN') was inspired by the concepts of self-regulation, self-assurance and consequently the goal of minimizing interbank clearing and settlement risk. Amongst many other initiatives it was clear that one of the foundations of PAN was the establishment of an unambiguous clearing and settlement process, which at its core has a set of clearing and settlement rules that incorporated the principles developed and adopted in the Enhanced EFT ('EEFT') Services Payment Clearing House Agreement ('PCH Agreement').
- 2.2 The PCH Agreement created the Payment Clearing House Enhanced EFT Services which required that rules regarding processes and standards be developed and adopted by System Participants participating in the EFT Payment Clearing House ('EFT PCH'). These rules should be aimed at the addressing the operational processes and standards to be adopted by System Participants to ensure the effective interbank clearing and settlement of Enhanced EFT payment instructions and in so doing, ensuring compliance with the Determination on the Efficiency of the National Payment System ('PSD 7').
- 2.3 In addressing the aforementioned, the EFT PCH developed these Rules which primarily consists of four specific components, namely:
 - 2.3.1 Standards to be applied within the Enhanced EFT System ('the System');
 - 2.3.2 Processes aimed at ensuring the timeous and orderly processing of payment instructions the System.
 - 2.3.3 the basic principle and business rule relating to the System; and
 - 2.3.4 the definition of compliance.
- 2.4 A natural requirement within all four components is the issue of non-compliance and interbank dispute resolution, which if not specifically dealt with in the Rules, shall be dealt with by the relevant industry forum as reference to the Rules.
- 2.5 Although these Rules belong to and are applicable only to the EFT PCH, PAN shall be seen as the custodian of the Rules as with PSD7 and therefore any change control process that might need to be followed in respect of these Rules, will be that process as may be adopted by PAN from time to time.
- 2.6 When standards and procedures to be complied with have been defined by a person other than the EFT PCH, such as PAN and/or a Service Provider, reference shall be made to the original source documentation from which such standard and/or procedure emanates in order to avoid possible ambiguity, potential conflict and unnecessary duplication.

3. RELATED DOCUMENTS AND ENTITIES

3.1 Notwithstanding the provisions of these Rules, the following additional documents are relevant to these Rules as they all form part of the set of documents and agreements according to which the functioning of the National Payment System ('NPS') and more specifically the Enhanced EFT System is governed:

3.2 Statutes: (as amended from time to time)

- Bank of Namibia Act, 1997 (Act 15 of 1997)
- Banking Institutions Act, 1998 (Act 2 of 1998)
- Banking Institution Determinations, Position Papers and any other formal directives as issued by the Reserve Bank of Namibia ('the Bank'). For purposes of this clause, the following specific documents shall find relevance:
 - Determination on the Efficiency of the National Payment System ('PSD 7').
 - All guidelines, position papers, Functional Specification Documents ('FSD')¹ and the like issued in respect of PSD7 and the System (including all technical documentation)
 - Payment Systems Management Act, 2003 (Act 18 of 2003)

3.2.1 Other related documents:

- Namibia National Payment System Definition and Interpretation document
- PAN Constitution
- PAN Compliance Enforcement Policy
- PAN Dispute Resolution Policy²
- PAN's User Management Policy³
- Namibia Interbank-Settlement System ('NISS') Agreement
- Enhanced EFT Constitution
- PCH Agreement⁴
- Settlement Agreement
- System Operator Service Agreement
- PCH EFT Clearing Agreement

3.3 Should there be any discrepancies and/or ambiguity arise when considering:

- a) Rules and the Enhanced EFT FSD, the provisions as contained in these Rules will take precedence; and
- b) the Rules and any of the Agreements reference in clause 3.1 above, the provisions of these Rules will take precedence.

¹ Specifically referred to as NAMCLEAR NEW SERVICES_FUNCTIONAL SPECIFICATION

² Yet to be finalised

³ Yet to be finalised

⁴ Ensure that various Agreements referenced in these Rules are reevaluated and brought into alignment

3.4 These Rules will be applicable to the following entities, all of whom are participants within the NPS:

- a) The Bank of Namibia ('the Bank');
- b) Payment Association of Namibia; (the Body)
- c) System Participants; and
- d) Any other Authorised Participant or User.

4. DEFINITIONS & ACRONYMS

All definitions and acronyms in this document can be found in the Namibia National Payment System Definition and Interpretation document.

5. APPLICATION OF RULES

These Rules shall apply to all Enhanced EFT credit and/or debit payment instructions as issued by a System Participant and/or its Customer, cleared and settled through the Service Provider, including all reciprocal obligations imposed upon System Participants and the Service Provider in respect of these payment instructions.

6. COMPLIANCE

- 6.1 A System Participant must clear, as part of its normal business process, any payment instruments governed by the Rules in accordance with the provisions as set out in these Rules.
- 6.2 Each System Participant shall conform to all the entry and participation criteria initially laid down for membership to PAN before commencing with the processing of Enhanced EFT credit and/or debt transaction to which these Rules relate.
- 6.3 Each System Participant shall have signed the Enhanced EFT Services PCH Agreement, the Settlement Agreement, the NISS Agreement and any other appropriate agreement specified by the EFT PCH as well as any subsequent amendments to such agreements which shall have been agreed between the System Participants before commencing with the processing of Enhanced EFT credit and/or debt transactions.
- 6.4 Each System Participant shall ensure compliance with the technical specifications and standards as established by the Service Provider.
- 6.5 Prior to commencing with clearing activities in the EEFT payment stream, a prospective System Participant shall obtain a written certification from the Service Provider that it has met all the relevant technical operating standards and has successfully tested its operational capabilities in respect of payment instructions with the EFT PCH.
- 6.6 Each System Participant shall meet the operational standards set by the Bank for the purpose of operating its settlement account. The operational standards shall be determined at the discretion of the Bank and may be amended from time to time as determined necessary.
- 6.7 A System Participant that engages in the business of sponsoring clearing and/or settlement services shall assume all the obligations in respect of the said clearing and/or settlement processes on behalf of the Sponsored clearer/settler under an agreement, which agreement has been submitted to and endorsed by the Bank and subject further to those additional requirements as set out in these Rules and as may be imposed by the Bank or any other authorised regulatory entity.
- 6.8 Each System Participant will be required to confirm to PAN, through its designated EFT PCH Representative of its continued compliance with the provisions as contained in the PAN Constitution and these Rules. The confirmation required in terms of this clause 6.8 shall be done on an annual basis unless required otherwise by either PAN or any other regulatory authority.
- 6.9 A System Participant shall not be entitled to exploit existing credit push functionality in order to gain an advantage over other System Participants. In the event of any System Participant exploiting the 'credit push' functionality within their internal system, an aggrieved System Participant, preserving such an exploitation, shall be entitled to refer the conducted on the non-conforming System Participant to the Dispute Committee of PAN for further investigation. If a System Participant is found to have exploited the 'credit push' functionality, such offending System Participant would be considered to be non-compliant with the provisions of PSD7.

7. GENERAL RULES & PRINCIPLES

7.1 General Principles (GPr) relating to Enhanced EFT Services⁵

	DESCRIPTION
GPr1	The Enhanced EFT services will be based on the XML ISO 20022 message standards.
GPr2	All files produced at a System Participant must be validated against the XSD.
GPr3	The Service Provider will report on all messages received from System Participants by sending a Status Report, which gives information on whether the transaction file which was submitted has either been accepted, rejected or partially rejected.
GPr4	The Service Provider will as far as possible monitor and enforce compliance with these Rules from a central point e.g., disputed transaction management.
GPr5	The System ⁶ will be built in such a way that all activities are billable. Should the System Participants and Service Provider decide not to charge for certain activities this will be achieved by setting a zero-rated fee against the activity in question.
GPr6	The existing FXS (File Transfer Standard) communication protocol will be retained to orderly manage and track delivery (also known as 'ack-nack principle'). The exceptions on these files will be dealt with manually, in which event an operator at the Service Provider should be contacted to facilitate the manual intervention.
GPr7	The System will cater for multiple settlement windows. Settlement dates and windows will be updated for unsuccessful settlement items.
GPr8	In order to avoid liability, the Service Provider will avoid initiating any transactions that has a financial implication (e.g., the authorised Service Provider will not insert a message for a successful recall, but it is rather expected from the submitting Bank to push a credit) with the exception of financial messages associated with an unresolved dispute and reversals initiated by the requesting Bank (EnDO).
GPr9	System Participants are responsible for duplicate checking for un-actioned repeat Debit Order submissions using an End-to-End ID which will be consistent for all re-presentments on tracking

⁵ For purposes of these Principals, the correct AML information shall reference to the Customer ID assigned by each System Participants to their individual customer and referred to in these Rules as 'AML data'

⁶ Reference to System shall imply the Enhance EFT System

	DESCRIPTION
GPr10	The correct AML data will be submitted by System Participants. A message will be received by the Service Provider and will be passed to the receiving System Participant. The receiving Service Provider will ensure that the mandatory AML data is not removed and/or edited in the end-to-end flow. The Service Provider will only be required to perform a data validation on the customer ID as a standard and assumes no liability for confirming the integrity of the original data submitted. Should a System Participant not provide the required AML data, it will remain the System Participant's responsibility, from a compliance perspective and the Service Provider will not be held accountable in this regard.
GPr11	At Start of Day, System Participants will first apply in the following order: <ol style="list-style-type: none"> 1. All known credits irrespective of their origin; 2. EnDO; and 3. All other debits
GPr12	The ISO 20022 Direct Debit message will make provision for a tracking indicator from the submitting System Participant to provide flexibility that allows the Industry to implement tracking from point of entry rather than merely at the Service Provider.
GPr13	Cancellation requests must pertain to the original transaction payment stream within EEFT and can be raised for up to 45 (forty-five) Business Days after an EFT has been settled. Associated cancellation requests should be captured on the System before the specific payment stream closes.
GPr14	The Service Provider will encrypt all files in the System in the same way as is currently being done.
GPr15	Separate service/sub-service destinations are used to direct messages.
GPr16	The Status Report, as received from the Service Provider, will reference to the original transaction that is being reported on.
GPr17	Overall Daily Limit shall be managed by the Service Provider. Limit per user code across streams.
GPr18	Only full cancellation of a transaction applies. No partial cancellation applies.
GPr19	Transactions can be cancelled for up to 45 (forty-five) Business Days after transaction settlement date.
GPr20	A cancellation request should be submitted from the debtor bank to the creditor bank with specific Reason Codes as set out in Schedule 15 which will determine the manner in which the recall should be handled. ⁷ Any dispute arising between the sending customer and the receiving customer to be handled outside of the NPS on a best effort basis.

⁷ Refer to ENCR section 12 .

	DESCRIPTION
GPr21	When a Cancellation is requested by a System Participant, the cancellation will always be resolved with a Resolution of Investigation message (non-financial) or successful recall (financial) message that is generated by the affected System Participant or by the Service Provider.
GPr22	In so far as may be required under any statutory law and/or provision, the sender's personal information will be allowed to be passed in a financial message.
GPr23	When a transaction has a financial reversal implication, the message for a successful recall replaces the need for an Unable to Apply message and Resolution of Investigation message.
GPr24	Versioning Control (additive approach): when outdated message versions are replaced by a new version, the new version will be supported only.
GPr25	Time-based velocity setting will be applied to single NRTC transactions to ensure that the transaction is controlled/managed in accordance with agreed service levels.
GPr26	message for a successful recall returns apply to customer disputes and System Participant Error Cancellations for Credit scenarios only.
GPr27	Group cancellation requests shall only be batched together under the "Underlying" section.
GPr28	Saturday is not considered as being a Business Day for the purposes of the 3 (three) Business Day (72 hour) resolution service level requirement in respect of EnDO cancellations.
GPr29	Saturday is not considered as a Business Day for the 14 (fourteen) Business Day resolution service level requirement in respect of Credit Transfer cancellations
GPr30	The BPI100 table file containing all Namibian Branch information will be distributed to System Participants on every Saturday and applied by the following Monday.
GPr31	The Service Provider will respond with a NACK for ' <i>Out of Service Level Cut Off Timeframes</i> ' through the file delivery communication interface as contained in Schedule 11 of these Rules.
GPr32	Multiple Resolution of Investigation messages or status report messages with PENDING status can be submitted.
GPr33	Interest is not incurred for Payment Returns from the date of the original transaction.
GPr34	System Participants will ensure that the status of payments is certain at all times, and, in particular, that the attributes of "finality" and "irrevocability" are supported.
GPr35	The NPS will not be utilized to cater for the inefficiencies of Users, the Service Provider or System Participants and any dealings with errors will be done on a "best effort" basis.

	DESCRIPTION
GPr36	No System Participant will be obligated to assist in the resolution of a dispute between a debtor and creditor in respect of EFT transaction. Disputes of this nature will need to be resolved outside the NPS and in accordance with the principals contained in GPr36.
GPr37	System Participants will ensure that the payment services are efficient and reliable, responsive and relevant to address Customer needs.
GPr38	No third-party system operating outside the NPS may be used for either cancellations and/or disputes (for example Query Dispute Management System ('QDMS')).
GPr39	The Instruction ID also known as the Debit Instruction Standard Reference will be populated in the Instruction ID tag of the Direct Debit message and the returning Credit Transfer message. This is where the Short Name is contained, referenced by the authorised Service Provider to validate the Supplier. The last 25 characters are free format text and will not be validated by the authorised Service Provider (refer to User Management Policy for composition of the Instruction ID).
GPr39.1	The Instruction ID should reflect on the end-user customer statement
GPr39.2	Throughout the life cycle of a transaction, the Instruction ID should remain unchanged.
GPr40	The Submitting System Participant must assign a unique TXID ('Transaction Id') that is transmitted in the ENDOREQ message to the receiving System Participant to uniquely identify this message. Any subsequent message associated with the debit order request needs to contain...
GPr41	System Error Cancellation request may only be responded to using a NA28 reason code and is only applicable to a Payment Return message. Failure to use the NA28 reason code in respect of System Error Cancellations would result in the automatic rejection of the response by the ACH.
GPr42	Participants understand and do hereby undertake not to circumvent, nor to collude with or to knowingly permit any Collector (Supplier) to split payments collections which are lower or above than the Industry item limit (refer to schedule 2 of these rules), and by so doing, to increase the likelihood of collecting after the randomization process. Failure to comply will constitute as an undesirable practice, and a material breach of the rules, as well as the spirit of PSD 7, which prohibits any form of preference. Any Supplier making themselves guilty of this practise will be deemed rogue and will be dealt with according to the User Management Process.
GPr43	Participants understand and do hereby undertake not to circumvent, nor to collude with or to knowingly permit to split credit payments which are above the Industry item limit (refer to schedule 2 of these rules). Any credit payments above the industry item limit must be processed via RTGS. Nonadherence will be dealt with according to the PSD 8.

	DESCRIPTION
GPr44	<p>The authorised Service Provider is responsible for duplicate checking for unactioned repeat EnDO and ENCR submissions using the following fields:</p> <p>i. EnDO: a) interbank settlement amount, b) transaction identification, c) instruction identification, d) creditor account identification</p> <p>Tracking of duplicates should continue for three business days (submitting date + 2 days)</p> <p>ii. EnCR: a) interbank settlement amount, b) transaction identification, c) debtor/beneficiary account identification, - tracking for two business days (submitting date + 1 day)</p> <p>For both EnDO and EnCR, all fields should match the above criteria simultaneously for a transaction to be flagged as a duplicate. Any transaction meeting less than the criteria provided should be regarded as successful i.e., not a duplicate.</p>
GPr45	<p>The below Reason Codes (as per Schedule 10 of these Rules) shall be used for dormant accounts as follows:</p> <p>i. Code 'RR05' (Blocked Creditor Account) to denote credits to dormant accounts; and</p> <p>ii. Code 'RR06' (Blocked Debtor Account) to denote debits to dormant accounts.</p>
GPr46	<p>System Participants are not allowed to unilaterally shut down any Enhanced EFT service. Prior to any such decision being taken, it must be tabled at an Incident Management Forum meeting (which may be called on an emergency basis) and put up to the vote of all System Participants, which vote shall be in accordance with quorum rules stipulated in the EFT Forum Terms of Reference.</p>

7.2 General Business Rules (GBR) relating to Enhanced EFT Services

These pertain to the message standard, role of the authorised Service Provider and system-related principles

	DESCRIPTION
GBR1	Any file that does not adhere to the XSD will be rejected by the Service Provider and System Participant in totality
GBR2	If settlement of a transaction submitted for window 1 is unsuccessful but tracking still applies, the transaction will be updated to the next settlement window. If the next settlement window is shut on submission, the System Participant will get notified and will have to update the transaction to be settled in a subsequent window.
GBR3	If a Debit Order (Direct Debit message) is submitted, the responding Credit Transfer message message is to contain the correct AML data of the Debtor.
GBR4	If a Credit Instruction (Credit Transfer message) is submitted, the responding Identification Modification Advice message message is to contain the correct AML data of the Creditor.

	DESCRIPTION
GBR5	If a file is rejected at the System Participant interface on ' <i>file transmission level</i> , this file may be resubmitted with the same file name. If a file is rejected at a file or transaction level by the Service Provider (status report rejection), the file or transaction must be rectified and renamed before it is sent to the Service Provider.
GBR6	No file may contain more than 20 000 records.
GBR7	Public Holidays published annually by the Namibian Government are to be loaded into the authorised Service Provider and bank clearing system as public holidays and the systems are to be configured to allow for no processing or clearing on these dates.
GBR8	In the event of a Public Holiday being declared by the Namibian Government with less than 45 (forty-five) Business Days' notice, the authorised Service Provider will load the public holiday and systematically advance the affected action date of all warehoused transactions to the next Business Day. Any Public Holiday declared in a jurisdiction outside the borders of Republic of Namibia will not be subject to this General Business Rule.
GBR9	As with Service Providers, System Participants will be required to ensure that any transactions submitted to the Service Provider with an action date falling on an unplanned Public Holiday, is amended to the next Business Day.

8. DISPUTES – CANCELLATION REQUESTS

8.1 General Principals for Disputes

- a) A credit or debit can be disputed by the Submitting or Receiving System Participant and will be returned either manually or automatically. Any dispute arising between the sending customer and the receiving customer to be handled outside of the NPS on a best effort basis between System Participants outside the NPS while at all-times adhering to the client confidentiality.
- b) There shall be a 45 (forty-five) business day service level period for cancellation requests in respect of ENDO and ENCR transactions. The 45 (forty-five) business days shall be calculated from date of settlement of the transaction. Transactions cancelled before the action date is specifically excluded for purposes of this clause.
- c) A request for cancellation will be rejected by the ACH in the event of the settlement date having passed and no response (credit return (RET) / resolution of investigation (ROI) was received on the original message.
- d) Error codes shall be resolved as provided for in Schedule 15 of these Rules.

8.2 Types of Disputes (Debits)

Transactions can only be disputed via the Service Provider for a maximum period of 45 (forty-five) Business Days after the transaction settlement date. Any disputed transactions logged after the initial 45 (forty-five) Business Day period, shall be handled manually on a best effort basis between System Participants outside the NPS while at all-time adhering to the client confidentiality.

8.2.1 Mandates (Form of Authority):

- a) A User must obtain a valid mandate that conforms to the Industry agreed rules and standards as defined in the Mandates Standard document as per Schedule 12.
- b) Any transaction that has been processed but not properly mandated or authorised may be defined as a disputed item as set out in terms of Rule 8.2.2 below.

8.2.2 Disputed Debit Mandate:

- a) A Customer's authority shall only be regarded as being in dispute if he/she has declared in writing that:
 - The debit instruction in question has not been authorised; or
 - The debit instruction is in contravention of his/her mandate; or
 - He/she has instructed the User to cancel the mandate; or
 - He/she has previously stopped payment of the instruction.

- b) For any of the above dispute reasons, the Customer must provide reasonable evidence to support his claim (e.g., cancellation letter, police declaration).
- c) Should a Customer dispute a transaction at the Receiving System Participant, the Receiving System Participant will initiate a cancellation request (Payment Cancellation Request message) that notifies the Submitting System Participant that a proof of mandate is required.
- d) The Service Provider will track this request message and automatically reverse the transaction between the parties if no proof of mandate message is received by 16:00 on the third Business Day (excluding submission date, Saturdays, Sundays and Public Holidays) after the Service Provider has received the cancellation request (Payment Cancellation Request message) message request.
- e) The resolution of investigation message to the cancellation request will contain a code that provides an indication as to how the proof of mandate was forwarded to the Receiving System Participant as provided for in Schedule 13.
- f) Any transaction that has been executed with a valid mandate in place cannot be stopped by a Customer.
- g) Any disputed payment instruction must be accompanied by the information originally supplied by the Collecting System Participant as well as the reason code for the rejection as per Schedule 13.
- h) Saturday shall not be considered when determining the turnaround times in respect disputes.

8.2.3 Stop Future Payment:

- a) A Customer can instruct his/her Bank to stop all future payments related to a specific mandate by providing reasonable grounds in writing (also known as '*stop payment*').
- b) In the event of any such entry being reversed by a Homing Bank other than in compliance with the provisions of clause a) above, then the Submitting System Participant shall forthwith reinstate such payment instructions upon resubmission thereof by the User's Sponsoring Bank to the Homing Bank, without having to re-secure the customer mandate.
- c) Any future stop payment instruction relating to this specific stop payment must be accompanied by the information originally supplied by the Collecting Participant as well as the reason code for the rejection as per Schedule 13.
- d) When a payment instruction is returned "Payment Stopped" the submitting System Participant may not submit the payment instruction again.

8.3 Escalation of unresolved disputed items

- a) In the event that the dispute is not resolved between a Submitting System Participant and Receiving System Participant within 45 (forty-five) Business Days of receipt of the matter, the matter shall be escalated to the PAN Dispute Resolution Committee by a System Participant.
- b) A dispute between the paying customer and receiving customer shall be handled outside the NPS. The Submitting and/or Receiving System Participant shall be entitled to facilitate the resolution of the dispute.

9. RECALLS - CANCELLATION REQUEST

9.1 General Principles for Recalls

The following principals shall apply in respect of cancellation requests which result in recalls for debits or credits:

- a) The User must submit a cancellation request message containing details of the transaction(s) to be withdrawn via its Sponsoring System Participant to the Receiving System Participant.
- b) The Service Provider will match and cancel any pending tracking transactions and send a Resolution of Investigation message back to the User.
- c) The Receiving System Participant will return successful recalls with an appropriate credit / debit transaction message that triggers settlement at the Service Provider.
- d) *"Not sufficient funds"* recalls will be declined with an RR10 message.
- e) Recall requests must be submitted as soon as possible and reach the Sponsoring System Participant's EFT Liaison Officer by no later than the time specified by the Sponsoring System Participant.
- f) The Sponsoring System Participant must submit the cancellation request for future dated message to the Service Provider by no later than 15:00 on day zero.

9.2 Type of Cancellation Requests Handling:

9.2.1 Manual Cancellation Request Handling (Credits): Customer Recall

- a) The Receiving System Participant must put a hold for the agreed holding period as per Schedule 15 of these Rules, for the full amount recalled on the Homing Account, the moment the receiving System Participant is notified in writing of a recalled credit transaction by the originating bank/ non-bank financial institution (NBFI). Upon receipt the Receiving System Participant will execute the instruction and confirm in writing that they have received the instruction and executed the transaction.
- b) The Receiving System Participant will engage with the receiving customer to validate the recall and obtain permission to return the funds. Should the receiving customer challenge the recalled credit, a resolution of investigation notice will still need to be delivered to the Submitting System Participant, outside the System, indicating that the recall shall be resolved between the sender and receiver outside of the NPS on a best effort basis.

9.2.2 Automated Cancellation Request Handling (Credits):

The Submitting System Participant will initiate a request for cancellation that notifies the Receiving System Participant of the dispute. Upon receipt of the request for cancellation message the Receiving System Participant will automatically reserve funds for the agreed holding period as per Schedule 15 of the rules for the full amount disputed and take action as per Schedule 15 of the rules. Partial returns will be entertained based on best effort after the reservation of funds period has expired.

9.3 Processing of Payment Instructions containing Bona Fide Errors

- a) Participants may request the Service Provider to withdraw an entire file for a particular User after acceptance of the files by the Service Provider but prior to output distribution to the Originator. This may only be done for future dated EnDO and NRTC transactions and is not applicable to Someday EnDO transactions, which will be handled as a Cancellation Request. Such cancellation request must be sent to the Service Provider by 15:00 on Day 0 (Zero).
- b) A System Participants will comply with a request for cancellation and reservation of funds based on the cancellation request reason code (as stipulated in Schedule 15 to these Rules) received on a best effort basis without accepting liability for any potential non-compliance. All cancellation requests are at the sole risk of the Submitting System Participant who initiated the request. Should a Sponsoring System Participant suffer any loss as a result of a failure by the Submitting System Participant to comply with any cancellation request, they shall have no claim against the Homing Participant.
- c) It shall remain the responsibility of System Participants to ensure that a reliable internal cancellation process is in place.

9.4 Cancellation Request after Settlement

The following principals shall apply in respect of cancellation requests submitted after Settlement has already occurred:

- a) The System Participant must submit a cancellation request message containing the details of the transaction/s to be withdrawn to the Receiving System Participant. In the event of the System Participant being sponsored as provided for in clause 6.7 above, the request shall be submitted via the Sponsoring System Participant.
- b) Any cancellations request must be systematically returned within the timeframe as per Schedule 15 of the Rules to the System Participant's nominated account.
- c) Cancellation requests after settlement may be processed for EnDO, EnCr and NRTC on a best effort basis by the Receiving System Participant.
- d) No cancellation requests will be actioned on non-Business Days.

- e) Manual cancellation requests may be negotiated and agreed upon between System Participants and the affected customer(s) outside the NPS. In such cases, the EFT Liaison Officer should obtain, as a minimum, telephonic confirmation of receipt of the cancellation requests via email from the Receiving System Participant and obtain a reference number where applicable. The EFT Liaison Officer will assume responsibility for contacting the System Participant on behalf of their customer. In other words, a System Participant may not authorise and/or instruct their customer(s) to contact the Receiving System Participant or the authorised Service Provider directly.
- f) Requests for recalls will only be entertained up to 45 (forty-five) Business Days after Settlement Date.
- g) In so far as a cancellation request emanates from a System Error, Systems Participants shall, on a best effort basis, irrespective of the value reserve and/or recall of funds and in so doing ensuring the certainty, finality and irrevocability of the payment.
- h) In the event of a cancellation request emanating from a Customer Error, permission must be obtained by the Receiving System Participant from their affected customer before attempting a reversal, irrespective of the value thereof.
- i) A cancellation requests can be processed for both debits and credits.
- j) In the event that a cancellation request is unsuccessful, the only acceptable reasons for non-compliance with a request for reversal would be (1) ***“insufficient funds”*** and (2) ***“no authority to debit”***.

9.5 System Error (Full Amount Returned)

Notwithstanding the provisions of General Principal Rule (GPr) 41 above, System Participants shall be required to adhere to the following Rules as it relates to **System Errors** Reason Codes in Schedule 15 of the Rules:

- a) When the submitting System Participant requests a cancellation due to a System Error on a submitted EnCr transaction after receiving an Identification Modification Advice message response, a Payment Cancellation Request message will be generated and sent to the Service Provider, who in turn passes this on to the homing bank.
- b) The originator should include the specific reason code for the cancellation request which will determine the manner in which the cancellation request and the reservation of funds should be handled.
- c) Upon receiving the Payment Cancellation Request message, the homing bank will reserve the funds based on the specific reason code received as per Schedule 15 of the Rules and try to collect the funds from the originating account. Depending on the reason code, the homing bank

responds with a Resolution of Investigation message to indicate reservation of funds or message for a successful recall indicating the full amount returned.

- d) If the full amount could not be returned, the funds should be reserved for the maximum period as per Schedule 15 of the Rules. All reserved amounts can be returned outside the System as per manual process agreed upon between the Submitting and Receiving System Participants.
- e) If the final resolution indicates a PENDING status (full amount not recovered), the transaction will have to be disputed outside of the system.

9.6 Customer Error (Full Amount Returned)

Notwithstanding the provisions of General Principal Rule (GPr) 41 above, System Participants shall be required to adhere to the following Rules as it relates to **Customer Errors** Reason Codes in Schedule 15 of the Rules:

- a) When the Submitting System Participant requests a cancellation due to a Customer Error on a submitted EnCr transaction after receiving an Identification Modification Advice message response, a Payment Cancellation Request message will be generated and sent to the Service Provider, who in turn passes this on to the Receiving System Participant.
- b) The Submitting System Participant should include the specific reason code for the cancellation request as per Schedule 15 of the Rules which will determine the manner in which the cancellation request and the reservation of funds should be handled.
- c) Upon receiving the Payment Cancellation Request message, the beneficiary bank will reserve the funds as per Schedule 15 of the Rules, and obtain debit authority from the receiving customer, before returning the funds. The Receiving System Participant must respond with a Resolution of Investigation message or Payment Return message.

9.7 Over Collection of Funds

If the funds have been cancelled by the beneficiary bank due to customer or system error or if the amount returned is higher than the outstanding cancellation amount, the payment return will be rejected by the Service Provider.

9.8 Fraudulent Transactions

Over and above the obligations imposed upon System Participants in respect of any regulatory requirements relating to fraudulent transactions, the following additional obligations are accordingly imposed upon System Participants:

- a) The System Participant receiving a complaint emanating from an alleged fraudulent transaction(s) must immediately report such incident to their internal forensic department (or

any other designed department) as well as the receiving System Participant who must follow their internal fraud procedure.

- b) Upon receiving an instruction from the Submitting System Participant, the recipient account at the Receiving System Participant must be restricted in accordance with the stipulated internal rules and policies of the Receiving System Participant.
- c) When an account is debited as a result of suspected fraudulent transaction, the Submitting System Participant must place a hold on the nominated account.
- d) When a Fraudulent Transaction has been identified by a System Participant or has come to the attention of the System Participant (i.e., by Court Order), such fraudulent transaction or resulting instructions emanating from the said transaction shall be directed to the System Participant's Forensic Department (or any other designated department) for further action.
- e) Funds may only be released or refunded upon the finalise of any investigation relating to the suspect fraudulent transaction and/or upon receipt and instruction of a Court Order or in instances where a standing Preservation Order as issued by the Financial Intelligence Centre ('FIC') has lapsed.
- f) For Customer and fraud scenarios, an industry incident needs to be opened and a 7 (seven) business days turnaround time is given to complete any investigation and reconciliation.

9.9 Reservation of Funds:

- a) Cancellation message (Payment Cancellation Request message) sent by the Submitting System Participant should be accompanied with a reason code which will determine the reservation of funds period.
- b) The Receiving System Participant should in turn maintain a table on their systems to map the reason code to the reservation expiry period.
- c) Depending on the reason code as contained in Schedule 15, the funds should either be returned as soon as the full amount is available provided that any attempted return happens within the designated reservation period as provided for in Schedule 15.
- d) For customer and fraud scenarios, an industry incident report should be opened within 7 (seven) business days to complete investigation and reconciliation. The due process should be followed outside of the System.
- e) The Submitting System Participant should provide details of the source of funds, evidence of the error, reconciliation and risk assessment.
- f) The Submitting System Participant should send a detailed report with all amounts, per account, to PAN and each System Participant impacted by the Reservation of Funds.

- g) The Receiving System Participant should update the detailed report with the recoverable amount.
- h) The Receiving System Participant is required to complete the return process based on the decision made.
- i) The Service Provider will issue a weekly Cancellation Report to PAN which indicates the number of cancellations, type of cancellations, and amounts at risk per System Participant as both a submitter and receiver. This report should also be tracked at the EFT PCH for trend analysis and continuous improvements.

10. PROCESSING OF PAYMENT INSTRUCTIONS

It shall be the obligation of the Submitting System Participant to validate all the rules and standards described herein and to ensure that the provisions of these rules and the Enhanced EFT Service Level Agreement have been adhered to.

10.1 Unable to Apply Payment Instructions:

- a) If, for any reason, a System Participant is unable to apply an Enhanced EFT transaction, it will return details of the transaction together with the reasons code as per Schedule 10 for non-payment to the Submitting System Participant where the relevant nominated account is held.
- b) Any item returned by the Service Provider as invalid because of system errors or technical errors may be resubmitted.

10.2 Aggregate Limits:

Total aggregate limits for any System Participant shall be agreed upon with the Service Provider outside the scope of these rules.

10.3 Industry Imposed Item Limits:

Each System Participant shall ensure that it has a fixed Item Limit which shall be equal to or less than the industry-imposed item transaction limit as stipulated in the Enhanced EFT Operational Service Level Agreement and as further determined by the Payment Clearing House Agreement (PCH Agreement) and Schedule 2 hereto.

10.4 Payment Instruction eligible or not eligible for clearing

- a) The transaction service types as set out in Schedule 2 shall only be cleared if they comply with the service categories agreed with the Service Provider and as defined in the FSD, Interface specification document and the Enhanced EFT Service Level Agreement.
- b) Payment Instructions shall not be eligible for clearing in one or more of the instances described below:
 - i. Payment instructions that do not comply with all the requirements and/or standards and/or as contained in the FSD and/or these Rules; and
 - ii. Contains an invalid Action Date and which as a result therefore is subsequently rejected by the Service Provider.

10.5 Time frames for the process of clearing at the authorized Service Provider

- a) The System Participant must ensure that payment instructions, in ISO20022 format, are received by the Service Provider not later than the time and date agreed for submission in Schedule 11.
- b) Any extension in submission deadlines may only be requested by a System Participant within the terms and conditions contained in Schedule 11A and/or any future document as may be agreed upon between the System Participants and Service Provider.
- c) System Participants shall be required to submit input and receive output during the periods stipulated in Schedule 10 and comply with any amendment of submission deadlines when properly notified in terms of the Enhanced EFT Service Level Agreement.
- d) The current delivery, collection and cut off times enforced by the authorised Service Provider are detailed in the Schedule 10. After cut-off, non-financial service requests will be acknowledged.

10.6 Handling of Missing Responses

- (a) The End-of-Day missing responses are the transactions that missed the ENDOPAY or ENCRPAY after cut-off.
- (b) For End-of-Day missing responses the submitting and receiving bank must agree on how to proceed with the transaction.
- (c) If the submitting and receiving bank are not resolving, then they must escalate to PAN.
- (d) A missing response is considered as such whenever no response is provided on any specific window, and should be reported pro-actively by the receiving/responding bank as a missing response during the day as they occur, participants shall respond after every window
- (e) Participants with missing responses above 5% (five) in the first window, above 2% in second window and above 1% on End of Day missing responses must be included in the PAN missing responses report stated in 21.1d) below. Should the members be found in contravention of the rules, the members will be penalised in accordance to the value at risk of the missing response.
- (f) The receiving participant who did not respond to the messages will be liable for any losses resulting in missing responses.

11. ENDO RULES AND PRINCIPALS

- 11.1 The Rules and Principals relating to EnDO will be as contained in Annexure "A" to these Rules and shall be construed as having been incorporated herein.
- 11.2 System Participants shall be at liberty to add too, remove and/or amend the existing EnDO Principals and Rule as contained in Annexure "A" on condition that any proposed change should be unanimously endorsed by all members of the EEFT PCH. Any change to the said provisions of Annexure "A" shall under no circumstances be construed as affecting the validity of these rules.

12. ENCR RULES AND PRINCIPALS

- 12.1 The Rules and Principals relating to EnCR will be as contained in Annexure "B" to these Rules and shall be construed as having been incorporated herein.
- 12.2 System Participants shall be at liberty to add too, remove and/or amend the existing EnCR Principals and Rule as contained in Annexure "B" on condition that any proposed change should be unanimously endorsed by all members of the EEFT PCH. Any change to the said provisions of Annexure "B" shall under no circumstances be construed as affecting the validity of these rules.

13. NRTC RULES & PRINCIPLES

- 13.1 The Rules and Principals relating to NRTC will be as contained in Annexure "C" to these Rules and shall be construed as having been incorporated herein.
- 13.2 System Participants shall be at liberty to add too, remove and/or amend the existing NRTC Principals and Rule as contained in Annexure "C" on condition that any proposed change should be unanimously endorsed by all members of the EEFT PCH. Any change to the said provisions of Annexure "C" shall under no circumstances be construed as affecting the validity of these rules.

14. SETTLEMENT INSTRUCTIONS

- 14.1 The Service Provider must issue gross settlement notices per sub-service, per System Participant and settlement window to the Bank within the terms and conditions of the NISS Service Agreement as concluded between the System Participants, the Service Provider and the Bank.
- 14.2 The Service Provider must provide detailed mark-off files of transactions for reconciliation purposes that reconcile back to the actual settlement instructions issued on behalf of each individual System Participant.

15. RECONCILIATION

- 15.1 The System Participants must contact the Service Provider to query unidentified transactions within 22 (twenty-two) Business Days. This will raise an investigation at the Service Provider and a Case ID will be assigned, which will be used for referencing throughout the investigation. The Service Provider has 5 (five) Business Days to resolve the query with the querying participant.
- 15.2 All System Participants must reconcile clearing and settlement totals within 11 (eleven) Business Days of the Action Date and report any discrepancies associated with a specific Action Date to the Service Provider and counter party within 22 (twenty-two) Business Days.
- 15.3 All discrepancies must be resolved within 33 (thirty-three) Business Days after Action Date unless all affected parties mutually agree in writing to extend the resolution time. For purposes of determining the Business Days as provided for herein, Action Date shall not be considered a Business Day for purposes of this rule.
- 15.4 Any System Participant that fails to report a discrepancy within 22 (twenty-two) Business Days forfeits its rights to be reimbursed for any losses incurred as a result of the discrepancy.
- 15.5 System Participants are obliged to assist with the resolution of discrepancies reported after 22 (twenty-two) Business Days on a good faith basis in an attempt to minimize losses incurred by the defaulting System Participant.

16. NON-COMPLIANCE TO CLEARING RULES

Non-compliance with the provisions of these Rules will be subject to such administrative penalties as may be imposed under the provisions of Payment System Determination 8 ('PSD8').

17. EFT PAYMENT CLEARING HOUSE: STANDARDS, SPECIFICATIONS AND REQUIREMENTS NECESSARY FOR THE ORDERLY AND TIMEOUS CLEARING OF EFT PAYMENT INSTRUMENTS

- 17.1 The standards, specifications and requirements as set out in these Rules are adopted by System Participants as a condition of initial and continued participation in the EFT Payment Clearing House. The standards, specifications and requirements are, as properly amended from time to time agreed to by all System Participants participating in the EFT PCH.
- 17.2 In general, transactions submitted by a System Participant must comply with the standards as determined by the Service Provider. This applies to all transactions prepared by the System Participant itself or by a User which is sponsored by the System Participant and submitted on behalf of the User by the System Participant.
- 17.3 System Participants must ensure that standards imposed by Service Providers are complied with by any User sponsored by that System Participant. Non-compliance, in terms of these Rules, defined as non-compliance by the System Participant and not non-compliance by the User and recourse will be sought from and sanctions applied to the Sponsoring System Participant of the User. Therefore, there is an obligation upon System Participants to inform users of all current standards, specifications and requirements.
- 17.4 General Payment Instruction Standards
- a) Payment Instructions may only be submitted for clearing on dates as agreed with the Service Provider.
 - b) To facilitate orderly clearing, excessive volumes should be submitted by System Participants, where possible, in a manner that manages maximum and minimum volumes into minimum variances from the average submitted volume by the System Participant.
 - c) Each System Participant must provide each of its users with a nominated account.
 - d) System Participants are responsible for the accuracy of Bank Identification Code ("BIC") and account numbers contained in payment instructions submitted by them. It is the responsibility of the Sponsoring System Participants to inform its Users of the principles of STP where applicable.
 - e) Each System Participant will generate and retain for at least 45 (forty-five) Business Days after the Action Date of the last transaction on a file/s, security copies of each set of instructions for record purposes. The provisions of the Rule are not intended to deviate from the System Participant's obligations with regards to record keeping as provided for in the Financial Intelligence Act.
 - f) Transactions of different types may be submitted provided that they fall within the parameters prescribed by the Service Provider from time to time.

- g) Each System Participant is responsible for any risk introduced to the EFT PCH by itself or by any System Participant that it sponsors.
- h) In terms of the PCH Operator agreement the operator will establish standards and specifications for the submission of transaction data. Each System Participant will comply with such specifications and standards.
- i) Each System Participant must enter into a Sponsoring agreement, the minimum terms and conditions which are contained in the FSD. A System Participant may not submit transactions on behalf of a User or allow the submission of data by a User without a valid user agreement being in force and effect.
- j) The authorised Service Provider may not accept any transaction messages submitted to it for clearing by a System Participant if such transaction message is submitted after the industry hard cut-off times outlined in Schedule 11 of the Enhanced EFT Services Debit and Credit Clearing Schedule.

18. BPI100 (NAMIBIAN INTERBANK INFORMATION SYSTEM)

- 18.1 A notification period of 90 (Ninety) Business Days is required starting from the first Business Day of the month following the closure/amendment of the branch/bank by the System Participants to the Service Provider. The notification period includes the 45 (forty-five) Business Days required for disputes and reversals.
- 18.2 The “Deletion Request Date EFT” field needs to be populated for branches already deleted or to be deleted. When a branch is closed for Enhanced EFT Services the status of the Branch will be changed to “Closed” and System Participants will be notified via the BPI100 file.
- 18.3 Dedicated and alternate authorised EFT Liaison Officer must be nominated.
- 18.4 System Participants are to ensure that the latest BPI100 file is implemented into their own business systems at least once a week and that their relevant internal systems comply with, and use, the latest BPI100.
- 18.5 System Participants are to ensure that the latest BPI100 updates are available to their Users and access to this is managed appropriately.

19. SYSTEM MONITORING, ALERTS AND NOTIFICATIONS (FUTURE FUNCTIONALITY)

The Service Provider will offer the FMAS service in future to notify System Participants of critical System events, including but not limited to the events listed below:

- Links down
- Stream not closing
- Specific Nack alerts
- Service not open
- Communication from System Participant if they experience any fault that disables them from processing
- System Participant failure
- Service extension request from a System Participant.

20. USER REGISTRATION

All ENDO System Participants must obtain approval from PAN to register their Users as per the process outlined in the User Management Policy.

21. SERVICE PROVIDER'S REPORTING OBLIGATIONS

21.1 The following detailed reports shall be submitted on a quarterly basis by the Service Provider to PAN and the System Participant to which the report relates:

- a) A comparative summary of the System Participant's overall performance report for each month of the quarter under report.
- b) A listing of debit orders which have not been settled, as well as the debit orders which has been settled. (EnDO tracking report)
- c) A report listing all out of SLA Notices.
- d) PAN Monthly Missing Responses Report
- e) Or any other report as requested by PAN

21.2 Quarterly reports shall be submitted by not later than the 15th calendar day following the last calendar day of each quarter.

22. COMPLIANCE

22.1 Compliance by System Participants with Service Level Agreements

By accepting these Rules, each System Participant agrees to remain bound by the terms of any agreement entered into between itself with other System Participants, BON and/or the Service Provider, whether jointly or individual, with regards to service levels that will be required by and apply to the System Participant.

22.2 Monitoring of Compliance with required Service Levels Agreements

- a) System Participants, on an ongoing basis, must monitor their own compliance with required service levels applicable from time to time and ensure that its compliance levels are reported to the PCH PG on a monthly basis, or such other frequency as may be determined by the PCH PG from time to time. The compliance report should also describe measures taken to eliminate non-compliance with service levels.
- b) Any System Participant that experiences problems due to non-compliance with service levels by any other System Participant or the Service Provider may lodge a written description of such problems caused and reasons therefore with the PCH PG for investigation and possible action in terms of existing contractual relationships.
- c) The lodging of a formal complaint should be viewed as a final resort after bilateral problem solving between System Participants has proven to be unsuccessful.

22.3 Penalties for non-compliance with required service levels as per Master Agreement⁸

Non-compliance by a System Participants and/or the Service Provider with prescribed service levels shall be as considered of the provisions of these Rules and sanctions prescribed in these Rules will be applicable.

22.4 Monitoring of compliance with standards, specifications and requirements by Customers and Sponsored System Participants

- a) Each System Participant is responsible for the monitoring of its own compliance with standards, specifications and requirements as well as that of its customers and every User which is sponsored by the System Participant.
- b) Non-compliance by a System Participants and/or the Service Provider with the prescribed standards, specifications and requirements shall be construed as a breach of these Rules and penalties as prescribed herein will be applicable.

⁸ Ensure naming convention of Master Agreement is correct.

23. CHANGES AND AMENDMENTS TO CLEARING RULES

23.1 After approval of these Rules, any subsequent changes and/or amendments thereto shall only be valid if the procedure as set out in the Change Control Procedure, as adopted by PAN from time to time, has been adhered to.

23.2 Transition Period

- a) Notwithstanding the aforementioned, it is noted that there shall be a transition period during which the effectiveness of the Rules as herein contained will be determined. It is specifically agreed that any addition, deletion or amendment to the Rules by virtue of the provisions of this clause 23.2(a) shall not necessarily follow the Change Control Process as stipulated aforementioned. It shall remain within the discretion of the EFT PCH to determine the best possible manner in which to address any change to the Rules in such instances.

24. AMENDMENTS TO RULES, ANNEXURES AND SCHEDULES ATTACHED TO THE RULES

24.1 Any amendment to either these rules, any Annexure thereto or associated Schedules shall be done in the following manner:

- a) Any proposed amendment to either the rules or any annexure or schedule relating thereto, shall be made to the EFT PCH by the PCH Participant proposing the amendment.
- b) The EFT PCH shall by unanimous resolution be required to endorse the proposed amendment. Should a unanimous decision not be taken, the proposed amendment is to stand over for further deliberation.
- c) Upon securing endorsement from the EFT PCH to proceed with an amendment, the said amendment shall be affected. Each PCH Member shall be required to sign an acknowledgement which will serve as their acceptance of the amended rule and/or provision. The acknowledgement shall be as per Schedule 1

24.2 Notwithstanding the provisions of clause 24.1, any amendment to these rules, the Annexures or Schedules attached thereto which are necessitated during pilot or migration from the existing legacy EFT stream to either EnDO, EnCR or NRTC shall be approved by a simple majority plus one.

25. EFFECTIVE DATE

These rules will come into force and effect on the date of last signature by the PAN Management Council Chairperson

26. TRANSITIONAL PROVISIONS

Despite the repeal of the PCH Rules by these Rules,

- 26.1 Anything done under a provision of the repealed rules and which could have been done under a corresponding provision of these rules, is deemed to have been done under such corresponding provisions of these rules.
- 26.2 Should any provision of the repealed rules not have a corresponding provision in these rules, the provisions of the repealed rules shall be applied until such time as these rules have been amended to make provision for the lacking provision.

27. ANNEXURE “A” - ENDO RULES & PRINCIPLES

27.1 General Principles

	DESCRIPTION
EPr1	The Direct Debit Message Debit Request is a non-financial request for a credit push (Credit Transfer message).
EPr2	All EnDO transactions will be submitted to the Paying Banks in order of randomisation of the different prioritisation queues
EPr3	Tracking on Debit Orders can be up to 14 (fourteen) Business Days inclusive of initial presentment day.
EPr4	Available EnDO EFT service offers Sameday and Dated debits service.
EPr5	Centralised inter-day tracking will be provided by the Service Provider for all transactions processed through the Service Provider.
EPr6	Intraday tracking/funds checking to take place at the Paying Bank for all EnDO transactions if funds are unavailable.
EPr7	<i>EnDO Intraday tracking times must be:</i> <ol style="list-style-type: none"> 1. Immediately after the Credit Run, but not later than 06h00 - if the credit run is not finished by 06h00, the EnDO Run must be started, and the industry immediately notified of the exception; 2. 10h00 3. 15h00
EPr8	The original Start-of-Day ('SOD') prioritisation and randomisation order must be maintained for consecutive intraday tracking runs within a processing day. This means that the original collection order will be applied at 06:00 (latest time), 10:00 and at 15:00. Subject to the provisions of EPr15, Sameday EnDO requests that are received for the same action day, will follow a time-based order, and will only be applied after the SOD order run. It will remain each System Participant's obligation to ensure that internal credit runs have taken place prior to the commencement of the first tracking run of any particular processing day.
EPr9	There are different options for System Participants to submit on-us debit transactions to the Service Provider but whether on-us debit transactions are sent to the Service Provider or not, it should be noted that on-us debit and off-us debit transactions should be randomised together at account level.
EPr10	The Service Provider will monitor active tracking transactions and resubmit them each day to the Receiving System Participant until the transaction tracking period (14 (fourteen) Business Days inclusive of initial presentment) has expired.
EPr11	There will be an End-of-Day process run and a report supplied by the authorised Service Provider to reconcile all the tracked and unaccounted for debits. This will be reported on at a User Code-Customer Code level. (Tracking Report)
EPr12	Should a cancellation be applied to an EnDO transaction at the Paying Bank, the Paying Bank will initiate a Payment Cancellation Request message cancellation request. The Beneficiary Bank must respond with a resolution within 2 (two) Business

	DESCRIPTION
	Days excluding Saturday, presenting the mandate, or return the funds originally credited.
EPr13	If the Requesting Bank initiates a cancellation, the transaction will automatically be reversed by the authorised Service Provider (message for a successful recall to Paying Bank, Debit Reversal message to Requestor if settlement has been applied).
EPr14	No extensions for Sameday EnDO requests. Extension will be considered for EnDO future dated submissions and as further provided for in Schedule 11
EPr15	Sameday EnDO Debits will be subjected to a prioritisation queue so that EnDO transactions submitted on day zero get prioritisation over Sameday EnDO debits.
EPr16	Sameday EnDO Debits to be submitted before 14:00 on weekdays as per Schedule 11.
EPr17	Sameday EnDO Debits to be submitted before 09:00 on Saturdays as per Schedule 11.
EPr18	EnDO Debit Orders to be applied the following day are submitted to System Participants on day zero by the Service Provider, by latest 18:00 on weekdays.
EPr19	EnDO Debit Orders are submitted to System Participant on day zero by the Service Provider, by latest 11:00 on Saturdays. (Action Date is Monday).
EPr20	EnDO responses (Action Date responses) should be submitted to the Service Provider by 16:00 on weekdays.
EPr21	EnDO responses (Action Date responses) should be submitted to the Service Provider by 11:00 on Saturdays.
EPr22	In the EnDO service, the Direct Debit message is a request, and the returning Credit Transfer message is the financial message settling the amount indicated in the debit order request (Direct Debit message).
EPr23	In the EnDO service, the Direct Debit message is a request, and the returning Credit Transfer message should contain all the correct AML data for AML reporting purposes.
EPr24	Future dated EnDO transactions must be submitted to the Service Provider by the requesting System Participant at the latest on day zero but before the cut-off submission time of 16:00.
EPr25	Future dated EnDO transactions can be submitted to the Service Provider by the Requesting System Participant up to 45 (forty-five) Business Days in advance and stored by the Service Provider for randomisation and distribution on day zero.
EPr26	Sameday EnDO transactions can be submitted and fulfilled on day one.
EPr27	If a System Participant does not respond to an EnDO request on the Action Date, the Service Provider will generate a ' <i>Debit Missing Responses Report</i> ' for EnDO and/or ' <i>Credit Missing Responses Report</i> ' for ENCR and NRTC to ensure good governance.
EPr28	System participants are allowed extensions on EndOPOR services.

27.2 Business Rules

	DESCRIPTION
EBR1	If the fulfilment of a Direct Debit message cannot take place because funds are not available, but tracking is still active, the Paying Participant will reply with a status report message after every tracking attempt, indicating a PENDING status.
EBR2	If the fulfilment of a Direct Debit message cannot take place because funds are not available, but tracking has expired (final day), the Paying Participant will respond with a status report message at end of day, indicating an UNSUCCESSFUL status.
EBR3	If the Requesting System Participant (Creditor of a Debit Order) does not respond to a Cancellation request by 16:00 within 2 (two) Business Days after receiving a Cancellation Request, the Service Provider automatically generates a message for a successful recall to the debtor and Debit Reversal message to the creditor to reverse the payment.
EBR4	If a Cancellation Request is honoured by a Creditor, the creditor agent will produce and send a message for a successful recall Credit Return to the debtor, against whom funds were originally debited.
EBR5	System Participants are required to respond with PENDING report (PACS002) on failed EnDO transactions after every intraday tracking run ('TR75'). Responses are to be delivered at 07:00, alternatively 11:00 or End of Day.
EBR6	The User is validated on EnDO Responses and Credit Transfer message will be rejected if the User is invalid.
EBR7	If the fulfilment of a Direct Debit message cannot take place because funds are not available at last presentment for the day (15:00), the Paying System Participant will respond with a status report message, indicating a REJECTED status ('TR76'). Reservation of the status report message indicating a REJECTED status cannot be submitted at any other Tracking Run except the final one for the day.
EBR8	A System Participant has the prerogative to participate in dated ENDO transactions streams. Irrespective of whether or not the System Participant participates in said Dated ENDO stream, it should at all times be able to receive Dated ENDO Transaction.
EBR9	In the event of a System Participant experiencing technical difficulties in submitting ENDOPAY messages to the Service Provider before the ENDO Response cut-off. The Payer Bank has not submitted and EOD record to the Service Provider to instruct the Service Provider that the service can be shut and the authorised Service Provider force-shut the services and when the payer bank attempts to submit the message, these will be rejected by the authorised Service Provider with a NACK (Not Acknowledged) message.
EBR10	If the authorised Service Provider rejects an ENDOPAY for the reasons as stipulated in Schedule 16, the authorised Service Provider will auto-return the financial message with return reason codes in Schedule 16

27.3 Cancellation Rules in Respect of Debits

	DESCRIPTION
DCR1	If a debit request (Direct Debit message) is cancelled by the Submitting System Participant before it has been sent out to the Payer Bank, the Service Provider will apply the cancellation and submit a Resolution of Investigation message (Resolution of Investigation) to the Submitting System Participant, confirming the removal of the Direct Debit message Request. (Recall before distribution)
DCR2	If a debit request (Direct Debit message) is cancelled after the Service Provider has distributed the debit requests to payer banks but before a response is received, the Service Provider will reject the payer bank's debit order response (payment or non-payment), thereafter sending a Resolution of Investigation message (Resolution of Investigation) to the Submitting System Participant
DCR3	<p>If, at any point during processing, the Payer cancels the cancellation, the Service Provider will action the return. If the debit request has been fulfilled by a payment, the Service Provider will auto-generate the following:</p> <ul style="list-style-type: none"> ➤ message for a successful recall (Payment Return to Payer) ➤ Debit Reversal message (Payment Reversal to Collector) <p>OR</p> <p>If payment was not yet applied, the Service Provider will treat the cancellation as a Recall (refer to DCR1 alternative DCR2)</p>
DCR4	<p>If a debit request (Direct Debit message) is cancelled by the payer after the Debtor Bank has submitted payment (Credit Transfer message) to the Service Provider, the cancellation is treated as a dispute.</p> <p>Service Level Rules:</p> <p>D.SLA.R1: The Service Provider has a two-day service level resolution, where Saturday does not count as a Business day for purposes of determining service levels.</p> <p>D.SLA.R2: The Collector must respond with either a Resolution of Investigation message (with mandate information) or a message for a successful recall (payment return) to the Service Provider to resolve the dispute within the agreed service levels.</p> <p>D.SLA.R3: If the Collector does not respond with a Resolution of Investigation message or message for a successful recall within the two-business day period (excluding Saturday), the Service Provider will auto-generate the following:</p> <ul style="list-style-type: none"> ➤ message for a successful recall (Payment Return to Payer) ➤ Debit Reversal message (Payment Reversal to Collector)

Note:

One Resolution of Investigation message per cancellation (Payment Cancellation Request message transaction).

One Resolution of Investigation message on multiple Payment Cancellation Request message not allowed.

27.4 Clearing Timeframes

Schedule 11 to these Rules sets out the clearing timeframes for Start-of-Day ('SOD') and End-of-Day ('EOD'). In addition to what is contained in the aforementioned Schedule, the following general principals shall also apply:

- a) EnDO transactions can be submitted to the Service Provider up to a maximum of 45 (forty-five) Business Days before Action Date as per EnDO Principle ('EPr 26'). The Service Provider will warehouse these transactions for distribution to the Receiving System Participant on day zero (Business Day prior to action date).
- b) Input files must only contain one action date per file.
- c) All Sameday EnDO transactions must be submitted on Action Date (Day One).

27.5 Due Dates for Payments

EnDO service payment instructions will contain only debit instructions which fall due for payment on different dates over a 45 (forty-five) Business Day period. Only Business Days are valid payment days.

27.6 Endo Tracking Rules

The following tracking rules shall apply to **all** ENDO transactions:

- a) One day intraday tracking will be implemented initially by the Receiving System Participant
- b) The Receiving System Participant will do two re-presentments per day in addition to the original presentment in the morning as provided for in EPr8.
- c) The Receiving System Participant must respond to tracking transactions with either of the following messages at the end of a tracking window:
 - a Credit Transfer message message for SUCCESSFUL re-presentments; or
 - a status report message for PENDING status.
- d) If at the end of the final tracking day, there are still no funds available, the Receiving System Participant must respond with a status report message, UNSUCCESSFUL message.

- e) The Service Provider will keep track of tracking transactions and resubmit them each day to the Receiving System Participant until the transactions indicated tracking days, which may not exceed the industry agreed tracking period of 14 (fourteen) Business Days, has expired.
- f) The ISO20022 message format will make provision for a tracking indicator from the Submitting System Participant.

27.7 ON-US TRANSACTION PROCESSING

- a) Each System Participant is at liberty to either process on-us transactions using the Service Provider or internally.
- b) Should a System Participant opt to process on-us transaction internally, the System Participant is required to adhere to all the EFT PCH agreed rules, including but not limited to:
 - Randomisation
 - Tracking
 - Whitelisting
 - Request for cancellation

28. ANNEXURE “B” - ENCR RULES & PRINCIPLES

28.1 General Principles

	DESCRIPTION
CPr1	For Enhanced Credits, settlement takes place on submission of the Credit Transfer message Credit Instruction
CPr2	The Identification Modification Advice message response indicates successful application of the Credit Transfer as well as containing the correct AML data of the Creditor
CPr3	Dated EnCr transactions must be submitted to the Service Provider for storing up until 16:00 on day zero.
CPr4	Sameday EnCr transactions must be submitted to the Service Provider before 16:00 on day one for processing.
CPr5	Sameday EnCr transactions must be submitted by 11:00 on Saturdays, in line with current processing
CPr6	EnCr extensions apply as per Schedule 11 to these Rules.
CPr7	When funds are reserved due to Resolution of Cancellation pending, the funds will be released once final (status is not ‘Pending’) resolution is received.
CPr8	The status of payments is certain at all times, and, in particular, the attributes of “finality” and “irrevocability” is to be upheld at all times.
CPr9	The NPS will not be utilized to cater for the inefficiencies of Users, Service Providers or System Participants and any dealings with errors will be done on a “best effort” basis.
CPr10	No System Participant will be obligated to assist in the resolution of a dispute between a Sender and a Receiver. Disputes of this nature will need to be resolved outside the NPS and in accordance with the principals contained in CPr9.
CPr11	System Participants will ensure that the payment services are efficient and reliable and are responsive and relevant to customer needs.

28.2 Business Rules

	DESCRIPTION
CBR1	If the transaction cannot be applied to the Creditor account, as indicated in the transaction, the Beneficiary Bank will respond with a camt.026
CBR2	If a Dated EnCr transaction is submitted to the Service Provider, this transaction will be distributed to the Beneficiary Bank on day zero.
CBR3	In respect of an <i>EnCr Cancellations as a result of System Errors</i> , a cancellation request should be submitted from the debtor bank to the creditor bank with specific Reason Codes as set out in Schedule 14B. The reason code advanced will determine the manner in which the recall should be handled. Any dispute arising between the sending customer and the receiving customer to be handled outside of the NPS.

CBR4	In respect of an <i>EnCr Cancellations as a result of a Customer Errors</i> , a cancellation request should be submitted from the debtor bank to the creditor bank with specific Reason Codes as set out in Schedule 14B. The reason code advanced will determine the manner in which the recall should be handled. Any dispute arising between the sending customer and the receiving customer to be handled outside of the NPS.
CBR5	If the authorised Service Provider rejects an ENCRPAY for the reasons as stipulated in Schedule 16, the authorised Service Provider will auto-return the financial message with return reason codes in Schedule 16

28.3 Cancellation Rules in Respect of Credits

	DESCRIPTION
CCR1	If an EnCr (Credit Transfer message) is cancelled by the submitting System Participant (one or many) before it has been sent out by the Service Provider to the beneficiary participant, the Service Provider will submit the cancellation, as well as the Credit Transfer message to the beneficiary, who will check all Credit Transfer message transactions for cancellations before applying.
CCR2	If a credit transfer is cancelled after the Service Provider has submitted the transaction to the beneficiary participant, the Service Provider will submit the Payment Cancellation Request message (Cancellation Request) to the beneficiary participant to action. The beneficiary participant will: <ul style="list-style-type: none"> ➤ Reserve funds and submit a Resolution of Investigation message (Resolution of Investigation), 'Pending' status if the cancellation is as a result of a customer dispute ➤ Debit the customer and return funds in the form of a successful recall message if the cancellation reason code indicates a system error
CCR3	Partial Returns apply to credit transactions only and will be done manually as provided for in Rule 8.6.8 below.

Note:

Multiple Resolution of Investigation message (Resolution of Investigation) and message for a successful recall (Payment Return) response allowed per cancellation (Payment Cancellation Request message transaction). One Resolution of Investigation message (Resolution of Investigation) on multiple Payment Cancellation Request message (Cancellation Requests) not allowed.

28.4 Clearing Timeframes

Schedule 11 to these Rules set out the clearing timeframes for Start-of-Day ('SOD') and End-of-Day ('EOD'). In addition to what is contained in the aforementioned Schedule, the following general principals shall also apply:

- a) EnCr transactions can be submitted to the Service Provider up to a maximum of 45 (forty-five) Business Days before Action Date. The Service Provider will warehouse these transactions for distribution to the receiving banks on day zero (Business Day prior to action date).
- b) Input files must only contain one Action Date per file.
- c) All Sameday EnCr transactions must be submitted on Action Date (Day one).
- d) Mondays to Saturdays are Business Days for acceptance of sets of payment instructions for EnCr.

28.5 Due Dates for Payment

EnCr service Payment Instructions will only contain credit instructions, which fall due for payment on different dates over a 45 (forty-five) Business Day period. Only Business Days are valid payment days.

29. ANNEXURE “C” – NRTC RULES & PRINCIPLES

29.1 General Principles

	DESCRIPTION
CPr1	For Near Real Time Credits, settlement takes place on submission of the Credit Transfer message Credit Instruction
CPr2	The Identification Modification Advice message response indicates successful application of the Credit Transfer as well as containing the correct AML data of the Creditor
CPr3	NRTC transactions must be submitted to the Service Provider before 16:00 on day of processing.
CPr4	NRTC transactions must be submitted by 10:55 on Saturdays, on day of processing.
CPr5	No NRTC extensions apply as per Schedule 11 to these Rules.
CPr6	On submission of a Near Real Time Credit transfer, it is at the discretion of the Originating Bank to either apply a reservation of funds to the customer (debtor) account for the amount to be transferred, or to debit the account immediately with the amount. Should the Originating Bank reserve funds on the customer account, the bank will be required to lift the reservation and debit the customer in the event of a successful credit transfer. Alternatively, should the Originating Bank debit the customer on submission of the pacs.008, the bank will be required to reverse the debit to the customer in the event of a failed credit transfer.
CPr7	Reservation of funds on initiation of the Credit Transfer allows the first web service to be fully non-financial and promotes a simpler and better error handling process. It also ensures that there is no financial impact which needs to be reversed on every single transaction. Should an error occur on the first web service call, there are no settlement implications and there is no financial risk. Alternatively, upfront debiting creates ambiguity in the settlement of the transaction and will result in a financial return of funds on every type of error, instead of only a small number of exceptions
CPr8	Discretion of the Beneficiary Bank to either credit the customer on receipt of the original Credit Transfer pacs.008 instruction, or on the final pacs.002 message sent by the Originating Bank indicating that the debit has been successfully applied. Should the Beneficiary Bank credit the customer on receipt of the pacs.008, the bank must accept the risk of possible losses and will be required to cater for reversals in the event of technical and functional failures, as described in the scenario-based workflows below. Should the Beneficiary Bank credit the customer on receipt of the final pacs.002 from the Originator Bank, the bank will be required to cater for the exception steps detailed in the scenario-based workflows below. Industry EEFT rules specify the losses process, and the risk that the Beneficiary Bank will accept on application of the credit on receipt of the pacs.008.
CPr9	NRTC is limited to a maximum amount per transaction as specified in Schedule 2
CPr10	The status of payments is certain at all times, and, in particular, the attributes of “finality” and “irrevocability” is to be upheld at all times.

CPr11	The NPS will not be utilized to cater for the inefficiencies of Users, Service Providers or System Participants and any dealings with errors will be done on a “best effort” basis.
CPr12	No System Participant will be obligated to assist in the resolution of a dispute between a Sender and a Receiver. Disputes of this nature will need to be resolved outside the NPS and in accordance with the principals contained in CPr11.
CPr13	System Participants will ensure that the payment services are efficient and reliable and are responsive and relevant to customer needs.

29.2 Business Rules

	DESCRIPTION
CBR1	If the transaction cannot be applied to the Creditor account, as indicated in the transaction, the Beneficiary Bank will respond with a camt.026
CBR2	In respect of an <i>NRTC Cancellations as a result of System Errors</i> , a cancellation request should be submitted from the debtor bank to the creditor bank with specific Reason Codes as set out in Schedule 14B. The reason code advanced will determine the manner in which the recall should be handled. Any dispute arising between the sending customer and the receiving customer to be handled outside of the NPS.
CBR3	In respect of an <i>NRTC Cancellations as a result of a Customer Errors</i> , a cancellation request should be submitted from the debtor bank to the creditor bank with specific Reason Codes as set out in Schedule 14B. The reason code advanced will determine the manner in which the recall should be handled. Any dispute arising between the sending customer and the receiving customer to be handled outside of the NPS.
CBR4	If the authorised Service Provider rejects an NRTCPAY for the reasons as stipulated in Schedule 16, the authorised Service Provider will auto-return the financial message with return reason codes in Schedule 16.
CBR5	If no response was received from the receiving bank this will lead to a civil dispute between the sender and the receiver and to be handled outside of the NPS.

29.3 Cancellation Rules in Respect of Credits

	DESCRIPTION
CCR1	<p>If a credit transfer is cancelled after the Service Provider has submitted the transaction to the beneficiary participant, the Service Provider will submit the Payment Cancellation Request message (Cancellation Request) to the beneficiary participant to action. The beneficiary participant will:</p> <ul style="list-style-type: none"> ➤ Reserve funds and submit a Resolution of Investigation message (Resolution of Investigation), ‘Pending’ status if the cancellation is as a result of a customer dispute

	<ul style="list-style-type: none"> ➤ Debit the customer and return funds in the form of a successful recall message if the cancellation reason code indicates a system error.
CCR2	A cancellation request should be submitted from the debtor bank to the creditor bank with specific Reason Codes as set out in Schedule 15 which will determine the manner in which the recall should be handled. Any dispute arising between the sending customer and the receiving customer to be handled outside of the NPS on a best effort basis.

Note:

Single Resolution of Investigation message (Resolution of Investigation) and message for a successful recall (Payment Return) response allowed per cancellation (Payment Cancellation Request message transaction).

29.4 Clearing Timeframes

Schedule 11 to these Rules set out the clearing timeframes for Start-of-Day ('SOD') and End-of-Day ('EOD'). In addition to what is contained in the aforementioned Schedule, the following general principals shall also apply:

- a. NRTC transactions must be submitted to the Service Provider on the same Business Day.
- b. All Sameday NRTC transactions must be submitted on Action Date.
- c. Mondays to Saturdays are Business Days for acceptance of sets of payment instructions for NRTC.

29.5 Due Dates for Payment

NRTC service Payment Instructions will only contain credit instructions, which fall due for payment on the Sameday. Only Business Days are valid payment days.

Certified as approved by the PAN Management Council.

on the _____ day of _____ 2025

SIGNATURE

PAN Chairperson

30. ANNEXURE “D”

Payments Association of Namibia

Acknowledgement of Receipt

EFT Forum Enhanced EFT Services Clearing Rules

Kindly acknowledge receipt hereof by signing and returning this receipt as soon as possible but no later than _____ by completing the below receipt template.

I acknowledge receipt of the **EFT Forum Enhanced EFT Services Clearing Rules.**

Signed at **Windhoek** on _____

Name of Institution

Chief Executive Officer/Managing Director/PMC Member

Please return the acknowledgement receipt to:

Chief Executive Officer
Payments Association of Namibia
P O Box 134
WINDHOEK
info@pan.org.na