

## Manhattan Bank

### ACH ORIGINATION AGREEMENT

This agreement is made this 3<sup>rd</sup> day of February, 2025 by and between:  
City of Three Rivers ("The Company") and Manhattan Bank  
 ("The Financial Institution").

The Company has requested that the Financial Institution permit it to initiate entries to accounts through the Financial Institution to accounts maintained at the Financial Institution and at other Financial Institutions, by means of the Automated Clearing House (the "ACH"). The Financial Institution has agreed to do so on the terms of this Agreement. The receiver in this document refers to the person receiving the automatic credit or debit.

Now, therefore, the Company and the Financial Institution agree as follows:

**Definitions.** Unless defined in this Agreement, capitalized terms shall have the meanings provided in the Rules (as defined below):

- **Rules.** "Rules" means the rules of the National Automated Clearing House Association and Appendices to the rules of the National Automated Clearing House, as amended from time to time.
- **Effective Entry Date.** "Effective Entry Date" is the date specified by the originator on which it intends a batch of entries to be settled.
- **Entry.** "Entry" has the meaning given in the Rules, except that it shall also include an "On-Us Entry."
- **On-Us Entry.** "On-Us Entry" means a debit or credit Entry to an account maintained at the Financial Institution.
- **Online.** "Online" refers to use of the Internet website designated by Financial Institution used to transmit or receive electronic transactions, instructions, notices or other communication but does not include transmissions by telephone, fax, in person, regular mail, express mail or e-mail.

#### 1. Rules

The Company acknowledges availability or access to of a copy of the operating rules of NACHA (National Automated Clearing House Association) [as amended from time to time, the "Rules"]. The Company represents and warrants that it will comply with the Rules and applicable laws, regulations, and regulatory requirements and that it will not transmit any Entry or engage in any act or omission that violates or causes Financial Institution to violate the Rules, applicable laws, regulations, or regulatory requirements, including, without limitation, regulations of the Office of Foreign Asset Control (OFAC), sanctions or executive orders. The Financial Institution agrees to inform the Company of revisions to the Rules of which the Financial Institution has knowledge. Access to the Rules is available online at <http://www.nacha.org>

2. Transmission of Entries: Security Procedures

The Company will transmit all debit and credit entries to the Financial Institution at the location or for website pickup, on or before the deadlines described on Attachment 1 to the Agreement. The Company will confirm all entries to the format, content and specifications contained in the Rules, except as provided with the security procedures described in Attachment 2 to the Agreement. The Company authorizes the Financial Institution to transmit all entries received by the Financial Institution from the Company in accordance with the terms of this Agreement and to credit or debit entries to the specified accounts.

The Company shall prevent and safeguard against unauthorized transmissions, disclosures, and access to the following (all of which are referred to herein as “Security-related Items”): information (including but not limited to security procedures, instructions, passwords, and user identifications), systems and equipment that interface with, connect to or allow access to the Financial Institution, its information, systems and equipment. The Company shall establish, maintain, and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to Security-related Items. Such practices, techniques and procedures shall be no less than the security-related requirements set forth in this Agreement and in the Rules.

Without limiting the foregoing, the Company warrants that no individual will be allowed to initiate transfers without proper supervision. If the Company suspects, knows, believes or has reason to believe that an unauthorized individual has transmitted or attempted to transmit one or more Entries or that the security procedures or other Security-related Items have otherwise been compromised, the Company agrees to immediately notify the Financial Institution and agrees that any Entry received by the Financial Institution before or within a reasonable time after such notice to the Financial Institution shall be treated as authorized by the Company.

The Company is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in the Company’s possession or under Company’s control. The Financial Institution is not responsible for any computer viruses (including, without limitation, programs commonly referred to as “malware,” “keystroke loggers,” and/or “spyware”), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at the Company’s own discretion and risk, and the Financial Institution is not responsible for any damage to Company’s computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. The Company is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to the Company’s operating systems, and for protecting, securing, and backing up any data and information stored in or on the Company’s operating systems. The Financial Institution is not responsible for any errors

or failures resulting from defects in or malfunctions of any software installed on the Company's operating systems or accessed through an Internet connection.

In the event of a breach of the Security Procedure, the Company agrees to assist the Financial Institution in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing the Financial Institution or the Financial Institution's agent access to Company's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. The Company further agrees to provide to the Financial Institution any analysis of such equipment, device, or software or any report of such analysis performed by the Company, the Company's agents, law enforcement agencies, or any other third party. Failure of the Company to assist the Financial Institution shall be an admission by the Company that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of the Company or who obtained information facilitating the breach of the Security Procedure from the Company and not from a source controlled by the Financial Institution.

Financial Institution reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in Financial Institution's discretion. Financial Institution will endeavor to give Company reasonable notice of any change in Security Procedures; provided that Financial Institution may make any change in Security Procedures without advance notice to Company if Financial Institution, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Financial Institution's systems and assets. Company's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Company's agreement to the change and Company's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

### 3. Financial Institution Obligations

In a timely manner and in accordance with the Rules, the Financial Institution will process, transmit, and settle for the entries received from the Company which comply with the terms of the Agreement, including the security procedures. The Financial Institution shall have no obligation to transmit an Entry if the Company fails to comply with the Rules or any terms of this Agreement. Financial Institution shall rely on any and all information it receives from an Authorized Representative of the Company, as set forth in Attachment 4, and any person the Financial Institution, in good faith, reasonably believes to be acting on behalf of the Company, whether or not such person was authorized by the Company.

### 4. Warranties

The Company represents and warrants that each Entry provided to the Financial Institution complies in all respects with the Rules and this Agreement. The Company acknowledges and agrees that, pursuant to the Rules, the Financial Institution makes certain warranties to the ACH Operator and other financial institutions and that such warranties are made in reliance on: (i) the representations and warranties of the Company, including but not limited to those contained in this section of this Agreement and (ii) Company's agreement to be bound by the Rules and applicable law. The Company shall indemnify the Financial Institution against any claims, alleged claims,

loss, liability or expense (including attorneys' fees and expenses) resulting directly or indirectly from, related to or arising out of: (i) any breach of the Company's warranties or this Agreement; (ii) Company's failure to exercise ordinary care in connection with its duties hereunder; (iii) any action by the Receiving Depository Financial Institution ("RDFI") upon an unauthorized or erroneous Entry initiated by the Company; (iv) any actions by a service provider or agent of the Company that results in a breach of this Agreement by the Company; (v) to the extent that it involves the Financial Institution, any litigation by an ACH Operator, an RDFI or any Company Receivers asserting noncompliance on the Company's part with the Rules, laws, regulations or regulatory requirements. Without limiting the foregoing, the Company warrants:

- a. Each Entry is authorized pursuant to the Rules and the authorization has not been revoked.
- b. Each authorization is clear and readily understandable by the receiver.
- c. Copies of authorizations will be made available when requested by the financial institution.
- d. Each credit Entry is timely and accurate.
- e. Each debit Entry is for a sum which, on the Settlement Date will be due and owing to the Company from the party whose account will be debited, is for a sum specified by such party or is to correct a previously transmitted erroneous credit Entry.
- f. No Entry has been reinitiated in violation of the Rules.
- g. If the Company originates Same Day ACH entries, the special warranties that apply in **Same Day ACH section** have been complied with.
- h. The Company has used commercially reasonable procedures to verify that all information contained in an Entry, including but not limited to routing numbers, is accurate and valid; and
- i. This Agreement has been duly and properly authorized by the Company, the party executing this Agreement is properly authorized on behalf of the Company to execute this Agreement on its behalf, and this Agreement is enforceable by the Financial Institution in accordance with its terms.

- Provisional Credit

The Company acknowledges that the Rules make provisional any credit given for any entry until the financial institution crediting the account specified in the entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from the credited party and the Originator of the entry shall not be deemed to have paid the party.

- Exposure Limits.

The Company shall comply with the exposure limits as set forth in Attachment 4. Such limits may be modified from time to time by the Financial Institution at its sole discretion with written notice to the Company. Financial Institution shall also be authorized to obtain a credit report(s) on Company as may be necessary from time to time. Financial Institution may also assign a Company a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Company each day ("Exposure Limit"). The company

acknowledges that the ACH Processing Limit is solely for the protection of Financial Institution and its assets. Company understands that daily requests for Entries exceeding this amount are honored solely at the discretion of the Financial Institution. Requests not honored would be communicated to the Company or the Company's designated representative.

- Settlement  
The Company will always maintain an account with the Financial Institution during the term of this Agreement. The Company will maintain in the account as of the applicable transaction date immediately available funds sufficient to cover all credit entries initiated by it. The Company authorizes the Financial Institution to debit its account on the applicable transaction date in the amount of each entry. The Financial Institution retains the right to require pre-funding of all transactions from the Company.
- Cancellation or Amendment  
The Company shall have no right to cancel or amend any entry/file after its receipt by the Financial Institution. However, the Financial Institution shall use reasonable efforts to act on a request by the Company to cancel an entry/file before transmitting it to the ACH or crediting an on-us entry.
- Rejection of Entries  
The Financial Institution shall reject any entry, including an on-us entry, which does not comply with the requirements of Section 1 of this Agreement and may reject any entry if the Company is not otherwise in compliance with the means of the Agreement. The Financial Institution shall notify the Company by fax, phone, or e-mail of such rejection no later than the business day such entry would otherwise have been transmitted by the Financial Institution to the ACH or, in the case of an on-us entry, its effective entry date. The Financial Institution shall have no liability to the Company by reason of the rejection of any entry or the fact that such notice is not given at an earlier time than that provided for herein. The Financial Institution shall retain the right to reject any on-us transaction for any valid reason such as but not limited to insufficient funds or revoked authorization.
- Notice of Returned Entries  
The Financial Institution shall notify the Company by means of the receipt of a returned entry from the ACH no later than one business day after the business day of such receipt. The Financial Institution complied with the terms of this Agreement with respect to the original entry. If a customer of the Company returns any transaction, then it is the Company's responsibility to collect any funds that are owed. The Financial Institution has no obligation to originate a transaction where authorization has been revoked.

If Company has entries returned for R05-Unauthorized Debit Entry, R07-Authorization Revoked by Customer, R10-Customer Advises Not Authorized, R29-Corporate Customer Advises Not Authorized or R51-Notice Not Provided; then an additional fee will be deducted from Company account. See Attachment 3 for Fee schedule.

- Notification of Change  
The Financial Institution shall notify the Company of all notification of changes received no later than 2 business days after the receipt of the entries by fax. The Company agrees to make the changes submitted within six (6) business days of the settlement date of the original entry or before the next “live” entry, whichever is later. If the Notification of Change is incorrect the Company will generate a refused notification of change and deliver it to the Financial Institution.
  
- Pre-Notice  
Prior to the initiation of the first credit or debit Entry to a Receiver’s account an Originator may send a Pre-notification Entry to the Receiving Financial Institution. This pre-notification must be three banking days prior to the Settlement Date of the first official transaction.
  
- Reversals  
The Company may reverse a File or Entry pursuant to the Rules. If a reversing File or Entry must be made, please contact Manhattan Bank Bookkeeping department. Reversals should only be made for the following conditions:
  - a. Wrong dollar amount
  - b. Wrong account number
  - c. Duplicate transaction

When initiating a reversal, the reversal entry must be for the full amount, and must be sent within five (5) banking days of the original entry. The Receiving Bank is under no obligation to post the reversing debit if it overdraws the payee’s account or if the payee’s account is no longer open. A payee must be notified if a reversing entry debits his/her account. However, a payee does not need to authorize the reversing debit. This notification must take place no later than the settlement date of the entry and should include the amount and reason for the reversal.

If the Company reverses an Entry or File, the Company shall indemnify the Financial Institution against any claim, alleged claim, demand, loss, liability, or expense (including attorney’s fees) resulting directly or indirectly from such reversal.
  
- **SAME DAY ACH Implementation**
- Company understands the Same Day ACH implementation has been established, but new enhancements and updates continue to be added. Company realizes that items cannot exceed \$25,000 to be eligible for Same Day ACH processing per Manhattan Bank’s Policy. Interbank settlement for same-day ACH credits will occur at 11:30 a.m. and 3:00 p.m. MST, respectively, for the two processing windows. The company comprehends that a third processing window has been added which will allow same day files to be sent as late as 2:30 p.m. MST for settlement the same day.
  
- **Identification of Same Day Transactions via the Effective Entry Date**
- The company further understands that Same Day ACH transactions will be identified by *Manhattan Bank* by the company using the current day’s date in the Effective Entry Date field of the Company/Batch Header Record. Company also acknowledges that transactions

intended for same-day processing carrying a current day Effective Entry Date will also need to meet the Financial Institution's submission deadline for same-day processing.

**Stale or Invalid Effective Entry Dates**

- The company recognizes that ACH transactions submitted to an ACH Operator with stale or invalid Effective Entry Dates will be settled at the earliest opportunity, which could be the same day. If the transactions are submitted prior to the close of the final same-day processing window at 1:45p.m. MST, the entries will be settled the same day *and will be charged based on the fees in Attachment 3*. If the transactions are submitted to the Financial Institution after 1:45 p.m. MST, the entries will be settled the next day.

- **Fees**

See Same Day ACH fees in Attachment 3

- Periodic Statement

The periodic statement issued by the Financial Institution for the Company's account will reflect entries credited and debited to the Company's account. The Company agrees to notify the Financial Institution within a reasonable time not to exceed thirty (30) days after the Company receives a periodic statement of any discrepancy between the Company's records and the information in the periodic statement. If the Company fails to notify the Financial Institution of any such discrepancy within thirty (30) days after receipt of such periodic statement, the Company shall be precluded from asserting any claim against the Financial Institution arising from such discrepancy.

- Fees

The Company agrees to pay the Financial Institution for services provided under the Agreement in accordance with the schedule of charges attached to this Agreement as Attachment 3. The Financial Institution may change its fees from time to time upon notice to the Company.

- Liability

In the performance of the services required by this Agreement, the Financial Institution shall be entitled to rely solely on the information; representations and warranties provided by the Company pursuant to this Agreement and shall not be responsible for the accuracy or completeness of such information. Except as otherwise specifically provided by law, the Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only in the event of loss due to its gross negligence or willful misconduct in performing those services. In no event shall the Financial Institution have any liability for any consequential, special, incidental, punitive, or indirect damages the Company may incur or suffer in connection with this Agreement whether or not the likelihood of such damages was known or contemplated by the Financial Institution and regardless of the legal or equitable theory of liability the Company may assert. Without limiting the foregoing, the Financial Institution shall not be liable for and shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, acts of terror, emergency conditions or other conditions beyond the Financial Institution's control. To the extent allowed by law, the Financial Institution shall not be liable for and shall be excused from failing to transmit or any delay in transmitting an Entry (i) if such transmittal would result in the Financial Institution's having exceeded any

limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines; (ii) if, for any reason, the ACH Operator fails or declines to process an Entry; (iii) if, in the Financial Institution's sole discretion, processing an Entry would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any Rule, law, regulation or regulatory requirement; or (iv) if processing an Entry, in the Financial Institution's sole discretion, would cause it to engage in an unsafe and unsound practice.

- Inconsistency of Name and Account Number  
The Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry may be made based on the account number even if it identifies a person different from the named Receiver, and the Company's obligation to pay the amount of the Entry to the Financial Institution is not excused in such circumstances.
- Data Retention  
The Company shall obtain an authorization ("Authorization Agreement") as required by the Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry initiated by the Company and the Company shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, the Company shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution, as defined in the Rules.
- Termination  
The Financial Institution may amend the terms of the Agreement from time to time by notice to the Company. Either party may terminate this Agreement upon ten (10) days written notice to the other. The Financial Institution shall have no obligation to transmit entries if the Company is in default of any of its obligation under this Agreement, including the obligation to pay the Financial Institution for each credit entry. The Financial Institution shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the Authorized Representatives whose names and signatures are set forth on Attachment 4 to the Agreement. The Financial Institution shall have the right to terminate or suspend the agreement for breach of the ACH rules in a manner that permits the ODFI to comply with these rules.
- Unauthorized Return Rate  
The Financial Institution will monitor returns to Company files that are returned as Unauthorized to ensure that the return rate remains below .5%.
- Restricted SEC codes  
The Financial Institution prohibits the initiation of the following SEC codes:  
IAT  
XCK  
WEB  
TEL  
RCK



- Right to Audit  
The Financial Institution may from time-to-time request information from the Company to evaluate a continuation of the service to be provided by the Financial Institution hereunder and/or adjustment of any limits set by this agreement. The Company agrees to provide the requested financial information immediately upon request by the Financial Institution, in the form required by the Financial Institution. The Company authorizes the Financial Institution to investigate or reinvestigate at any time any information provided by the Company in connection with this agreement or the service. Upon request by the Financial Institution, the Company hereby authorizes the Financial Institution to enter the Company's business premises for the purpose of ensuring that the Company is following this Agreement and Company specifically authorizes the Financial Institution to perform an audit of the Company's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. The Company hereby acknowledges and agrees that the Financial Institution shall have the right to mandate specific internal controls at the Company's location(s) and the Company shall comply with any such mandate. In addition, the Company hereby agrees to allow the Financial Institution to review available reports of independent audits performed at the Company location related to information technology, the service, and any associated operational processes. The Company agrees that if requested by the Financial Institution, the Company will complete a self-assessment of Company's operations, management, staff, systems, internal controls, training, and risk management practices that would otherwise be reviewed by Financial Institution in an audit of Company. If the Company refuses to provide the requested financial information, or if Financial Institution concludes, in its sole discretion, that the risk of the Company is unacceptable, if the Company violates this agreement or the rules, or if the Company refuses to give the Financial Institution access to Company's premises, Financial Institution may terminate the Service and this Agreement according to the provisions hereof.

- Fines for Non-Compliance with the Rules  
If a fine is assessed against the Financial Institution, it will be the responsibility of the Company to pay the fine unless the parties determine the fine was caused by an improper action by the Financial Institution.

5. Acknowledgment that Entries May Not be Initiated in Violation of the Laws of the United States

The company acknowledges that it will not generate transactions that violate the laws of the United States, including the sanction laws administered by OFAC.

6. Entire Agreement

This agreement (including the Schedules attached hereto), together with the Account Agreement, is the complete and exclusive statement of the agreement between the Financial Institution and the Company with respect to the subject matter hereof and supersedes any prior agreement(s) between the Financial Institution and the Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation, or government policy to which the Financial Institution is subject and which governs or affects that transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and the Financial Institution shall incur no liability to the Company as a result of such

violation or amendment.

7. Non-Assignment

The Company may not assign the Agreement or any of the rights or duties hereunder to any person without the Financial Institution's prior written consent.

8. Binding Agreement Benefit

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Financial Institution or the Company hereunder.

9. Headings

Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

10. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Montana and the NACHA rules.

**Notice of Credit** – If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**Provisional Credit** – You agree to be bound by the automated clearing house association operating rules that provide those payments made to you, or originated by you, by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code.

**Refund of Credit** – You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**MANHATTAN BANK ACH ORIGINATION AGREEMENT**

**COMPANY**

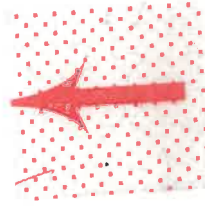
City of Three Forks

ACCT # \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor

Date: 2/11/2025



**Two Signatures Required Accounts ONLY**

--Second authorized signature required

By: Crystal Se

Title: City Clerk

Date: 2/3/2025

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**FINANCIAL INSTITUTION**

MANHATTAN BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTACHMENT 4  
ACH AUTHORIZED SIGNATURE FORM

DATE: 2/3/2025  
SENDING ENTITY NAME: City of Three Forks ACCT # \_\_\_\_\_

COMPANY ID: City of f (bank issued) PRIMARY CM USER: \_\_\_\_\_

The signatures below are the signatures of employees vested by our Board of Directors with full authority to sign transmittal registers used in conjunction with the deposit of ACH files. (These must be authorized signers on the account)

Name (printed)	Signature	Phone Number	Delete		Date
			Add	Check one	
Randy Johnston	<i>[Signature]</i>	406 285 3431	X		2/3/2025
Kerry Smith	<i>[Signature]</i>	406 285 3431	X		2/3/2025
Crystal Turner	<i>[Signature]</i>	406 285 3431	X		2/3/2025

The signatures below are the employees designated by the Company Administrator to upload ACH origination files.

Name (printed)	Signature	Phone Number	Delete		Date
			Add	Check one	

Company File Limit: \_\_\_\_\_ Expected Schedule \_\_\_\_\_ or please attach a calendar

AUTHORIZED SIGNATURE/TITLE

BANK INFO ONLY:

Total Exposure: \_\_\_\_\_  
Bank Officer Signature: \_\_\_\_\_  
DATE: \_\_\_\_\_

Co ID issued: \_\_\_\_\_  
Agreements (contract, Attach 1-4) \_\_\_\_\_  
Officer approve limits \_\_\_\_\_  
BANNO ID #: \_\_\_\_\_  
Setup in ACPAR \_\_\_\_\_



**ATTACHMENT 1****DEPOSIT SCHEULE  
(For Corporate Originators)**

DEBIT Files (Dues/Utilities/Fees) may be sent/delivered **ONE** day prior to the effective date. You can submit your files/authorizations earlier than this, but Manhattan Bank must receive the information by 9:30 AM the day before settlement.

CREDIT Files (Payroll) may be sent/delivered **TWO** days prior to the effective date. Manhattan Bank can receive your files/authorizations earlier than the required time/date but must receive the file/authorization by 9:30 AM the day we send the file. (Generally, one day before the effective date, but up to two days)

Example:

Transaction effective date is Friday, March 11<sup>th</sup>. The transaction file must be faxed to Manhattan Bank no later than 9:30AM, Thursday, March 10<sup>th</sup>. It would also be acceptable to receive the fax on Wednesday, March 9<sup>th</sup>.

\*Deadlines could be altered with permission of Bank Personnel

<b>Delivery Method</b>	<b>Deadline</b>	<b>Day of Delivery</b>
<b>Consumer Debit Transactions</b>		
Transmission		
Normal Production	9:30 AM	One Business Day Prior to Effective Date
Same Day*	1:00 PM	Same Day Effective Date Extra fees will apply
<b>Consumer Credit Transactions</b>		
Transmission		
Normal Production	9:30 AM	Two Business Day Prior to Effective Date
Same Day	9:30 AM or 1:00 PM	Same Day Effective Date Extra fees will apply

**Please be sure and review the Federal Reserve holidays!** These can affect your processing and settlement dates. Call us if you have any questions about this.

<b>BANK HOLIDAYS</b>	<b>2025</b>	<b>2026</b>
New Year's Day	Jan 1	Jan 1
Martin Luther King Jr	Jan 20	Jan 19
President's Day	Feb 17	Feb 16
Memorial Day	May 26	May 25
Juneteenth	June 19	June 19
Independence Day	July 4	July 4*
Labor Day	Sept 1	Sept 7
Columbus Day	Oct 13	Oct 12
Veteran's Day	Nov 11	Nov 11
Thanksgiving Day	Nov 27	Nov 26
Christmas Day	Dec 25	Dec 25

\*For holidays falling on Saturday, Federal Reserve Banks and Branches will be open the proceeding Friday.

\*\*For holidays falling on Sunday, the office will be closed the following Monday.

## ATTACHMENT 2

### Security Procedures

The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative, and any such communication shall be deemed to have been signed by such person.

#### Online Banking/Netteller file submission

The Company's Authorized Representative will prepare the ACH files and process them in the online banking portal for Manhattan Bank. The transmittal register (signed by an authorized signatory of the account) should then be sent to the Financial Institution via e-mail ([bkkp@manhattanbank.com](mailto:bkkp@manhattanbank.com)) or fax (406-284-9950). When sending account information via e-mail it must be sent encrypted and in a secure manner.

The Financial Institution will anticipate the receipt of an ACH file from the Company on each scheduled processing date identified by the Company in writing and agreed to by the Financial Institution. The Company's Authorized Representative will notify the Financial Institution if a file will not be delivered on a prearranged scheduled processing date. The Company is responsible for ensuring that the Financial Institution receives the file in the ACH processing area on each processing date indicated in the processing schedule.

The Financial Institution will verify that the file totals agree with the Company information given by e-mail ([bkkp@manhattanbank.com](mailto:bkkp@manhattanbank.com)), or fax (406-284-9950). In the event of a discrepancy in the totals, the Financial Institution will call the specified Company Authorized Representative designated by an authorized signatory of the Company. **If an Authorized Representative is not available for notification, then the file will not be processed until the Company's Authorized Representative can be contacted on the next business day.**

#### Emergency Only: Hand-Delivered Files

In an emergency situation only, the Company's Authorized Representative will hand-deliver files(s) on a flash drive or CD to the designated location given by the Financial institution. If that is not possible, then paper listings of the file will be delivered to the Financial Institution for manual entry. If the emergency is on the part of the Financial Institution there will be no additional fees. If the emergency is on the part of the Company, they will be charged a \$50 manual processing fee per file. Each hand-delivered file will be accompanied by a transmittal register, signed by an authorized signatory of the account.

**ATTACHMENT 3****Fee Schedule**

ACH Company Origination

Monthly Charge

\$ 60.00  
First two months free

Same Day ACH File Fee

\$ 10.00\*A file will be considered Same Day by the Effective Date  
And the time delivered to the bank.

Unauthorized Entry Return Fees

\$ 5.00

\*For transactions returned as R05, R07, R10, R 11, R29, or R51

Return Items/Notification of Change (per item)

\$ 5.00

Unauthorized Returns (R05, R07, R10, R11, R29, R51)

\$ 5.00

ACH Rules Book

\$50.00

Customer may check out a book from the Bank and return within 60 days at no charge.

Rules available online at <http://www.nacha.org>

Billing will begin in your 4<sup>th</sup> month after the contracts have been signed. This allows for 1 month of testing and 1 month of live files. The billing in the 4<sup>th</sup> month is for the 3<sup>rd</sup> month's activity. For example, if you sign contracts in June, testing will be in June, and live files in July and August. Your first bill will come in September for your August activity.



## ACH DATA SECURITY CHECKLIST FOR ORIGINATORS/Third-Party Senders

### 1. What types of ACH related information does your company store? *(Mark all that apply)*

- Authorization forms
- Checks used as part of authorizations (including voided checks)
- E-mails or other electronic correspondence with entry information
- Electronic NACHA formatted files sent to your FI for processing
- Paper files or entries sent to FI for processing
- Other reports containing entry information from accounting software or other programs

### 2. Where is information related to ACH entries stored? *(Mark all that apply)*

- Home office of employees
- Removable media sources (i.e. Flash drives, CDs, Backup tapes/drives)
- Company website
- Outsourced technology service provider location/server
- File cabinets
- Desk drawers
- Binders
- Work PC/laptop
- Mobile device

### 3. Who at your company has access to ACH related information? *(Mark all that apply)*

- All employees, including any temporary workers
- Only those with ACH related job duties
- Managers/principals of the company
- Outside parties (cleaning companies, contractors, etc.)

### 4. Which of the following controls do you have in place for the physical security of data? *(Mark all that apply)*

- Locked storage space (file cabinet, drawer)
- Locked storage for backup drives or other removable media
- Key inventory to ensure limited staff access to sensitive information
- Clean desk policy
- Office security systems or alarms





**5. Which of the following controls do you have in place for the digital security of data? (Mark all that apply)**

- Unique User IDs for each employee
- Password controls:
  - i. "Strong" password requirements (length, character requirements, etc.)
  - ii. Secure storage of passwords, including ensuring they are not posted at workstation
  - iii. Required changes of passwords after \_\_\_\_ days (insert number)
  - iv. Lockout of user account after \_\_\_\_ invalid attempts (insert number)
  - v. Timeout or automatic locking of workstation after \_\_\_\_ minutes (insert number)
- Restricted access to files on network by job duties
- Designated PC for any internet banking or funds transfer services, such as ACH
- Updated anti-virus and anti-malware programs
- Automatic software patches or upgrades, including operating system updates
- Restrictions on types of internet sites that can be used or usage of company e-mail
- Firewall for office network
- Secure e-mail for communications with customers/employees when sensitive information is being transmitted
- Encrypted or secured customer websites if used for accepting payment requests
- Encryption for laptops or other mobile devices
- "Self-destruct" or "remote clean" ability for lost or stolen mobile devices
- Controls for remote connections to and from the company (e.g. Virtual Private Network [VPN] connection)

**6. Are your company's employees provided training on information security?**

Yes  No

**If yes, are the following topics included? (Mark all that apply)**

- Password security
- Social engineering (e.g. phishing via e-mail or phone)
- Acceptable use policies for internet and e-mail
- Security of mobile devices/laptops when traveling

**7. Do you work with outside service providers to help you with your technology and data security efforts?**

Yes  No

**If yes, are the following topics considered before starting a new relationship with a service provider?**

**(Mark all that apply)**

- Research of potential new companies (financial history, references, internet search)
- Contract review regarding data security practices and confidentiality
- How a service provider would notify you of a possible breach and action plan
- Other steps taken to review potential service providers:



8. How do you keep track of when documents can or should be destroyed? We order them by year, & upon # of years past, we request destruction per the SOA's Retention Schedule.

How do you destroy physical information? Shred

How do you destroy digital media sources that contain ACH information? (e.g. hard drives from computers and/or copiers, flash drives, copiers, CDs, backup tapes, etc.)

IT swiped clean.

9. Do you have a plan of how to respond if there is a data breach at your company (physical or digital)?

Yes  No

If yes, have you included steps to contact the following parties as needed?

- Financial institution
- Legal counsel
- Law enforcement
- Your customers/employees affected
- Service providers to help clean or repair affected devices

Completed By: Crystal Turner, City Clerk  
(Printed Name) (Title)

Signature: Crystal Turner Date: 2/3/2015