Franklin

Savings Bank



Mt. Blue Regional School District Request for Proposal January, 2024

PROPOSAL FOR BANKING SERVICES COVER SHEET

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the invitation for bids, and that their proposal is made in accordance with the same.

COMPANY NAME: Franklin Savings Bank
AUTHORIZED SIGNATURE: <u>Beckie Bowering</u> (Officer or Authorized Individual)
PRINT NAME & TITLE: Beckie Bowering, AVP, Cash Management Officer
DATE: January 4, 2024
ADDRESS: PO Box 825, Farmington, ME 04938
TELEPHONE: 207-779-9217
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About Franklin Savings Bank

Franklin Savings Bank is a State chartered financial institution regulated by the Bureau of Financial Institutions and the Federal Reserve. Headquartered in Farmington Maine our eight locations are dedicated to reinvesting in our local communities throughout the four counties that we serve. Franklin Savings Bank was founded on February 24, 1868 as a mutual savings bank. In a 'History of Farmington Maine' Francis Gould Butler wrote, "The bank opened for deposits the day of its organization and at once commended itself to the people of the county." The bank has lived by its early mission to help the people of Franklin County grow and keep their deposits safe. The bank is strong and well-managed earning it the high marks by BankRate.com and Bauer Financial.

In 2000, the Board of Directors established the Franklin Savings Bank Community Development Foundation. This not-for-profit foundation is designated to support community, economic, and educational needs within the market areas that are served by the bank. This year alone Franklin Savings Bank donated funds to help support local non-profits, sponsorships to local events, and a large donation to local food pantries. One of the bank's core values is community and this can be felt through both the yearly monetary donations, but also the hundreds of volunteer hours that the Franklin Savings Bank employee's participate in within their communities.

Franking Savings Bank is proud to share that funds deposited are utilized for lending back into our local communities. These funds help build new businesses, create new jobs, and are used to build or finance homes within our communities. We know that a strong economic system helps our communities to thrive.

Mt. Blue Regional School District

Proposal Summary

Franklin Savings Bank is pleased to present our responses to the Mt. Blue Regional School District's Request for Banking Proposal. Our response encompasses all of the products and services requested by the district, as well as recommendations for product and service enhancements. As you begin your review of our proposal, we wish to highlight the following key points:

- Franklin Savings Bank is based in Farmington and has been fostering outstanding banking relationships to the communities we serve **since 1868.**
- Franklin Savings Bank is presenting a proposal that will include \$0
 in account fees to the school district.
- Franklin Savings Bank is proposing an annual percentage yield of **5.50%** guaranteed for 6 months and then **5.00%** for the remainder of the first year for the district's General and Payroll accounts.
- The district will receive superior customer service from a dedicated, local team of banking professionals with a combined 42 years of banking experience.
- Funds deposited with Franklin Savings Bank will stay local. This
 means that they are utilized for lending back into our
 communities to help build new business, create new jobs and
 build new homes benefiting the towns that the district serves!
 Based on the Franklin County Registry, Franklin Savings Bank
 continues to be the #1 mortgage lender in Franklin County.

Franklin Savings Bank's history of continued support to Mt. Blue Regional School District

- This year was our **30 year anniversary** of our fully-functional **teaching branch located within Mt. Blue High School.** This teaching branch offers students the opportunity to gain real experience in the business world, navigating real-time transactions for customers. Since the program started, we have educated and trained more than 150 students. Franklin Savings Bank has been a proud sponsor of this partnership and currently employs 17 individuals who have been mentored through this very program.
- Franklin Savings Bank has proudly awarded scholarships to area students. Since 2004 we have awarded a total of \$165,000 to students from the Mt. Blue Regional School District.
- In addition, since 2018 Franklin Savings Bank has donated more than \$71,493.00 to Mt. Blue Regional School District programs.
- In 2023, Franklin Savings Bank made a **\$106,500 donation to support food security** in the communities that we serve, including the RSU 9 Food Pantry.
- Since 2015 Franklin Savings Bank employees have volunteered their time to the Mt. Blue Regional School District Welcome Back Breakfast event. Our employees extend a warm welcome to RSU 9 teachers and staff on their first day back to school each year. This special event is our way of expressing gratitude to all teachers and staff.
- For more than 6 years, Franklin Savings Bank staff have generously volunteered their time to help manage the concession stands during High School Senior Sporting events.
 This support allows parents to fully focus on cheering for their child and this opportunity has become a cherished tradition for Team FSB.
- Our Franklin Savings Bank team looks forward to participating in and connecting with students annually at the **career fair.** We educate students on the opportunities they can gain through our teller training program. The skills we teach are transferable and prepares students for success in any future job opportunity they may encounter.
- Through a partnership with Banzai, an online financial literacy education platform- we sponsor curriculum for 19 schools, to include the Academy Hill School, Cape Cod Hill School, Cascade Brook School, Mt. Blue Middle School and Mt. Blue High School. Since we began this program 5 years ago, we have served 65 teachers and 4,780 students. This program teaches the importance of borrowing, budgeting, saving, spending, goal setting and themes touching on digital citizenship.
- This year we held our first Financial Literacy Fair at Mt. Blue Campus. All junior students had the opportunity to participate in this immersive learning experience. The fair provided students with crucial financial knowledge, preparing them for the challenges and opportunities that will lie ahead. At Franklin Savings Bank we believe that financial education is key to achieving financial independence and success.

RSU 9 is a public school unit comprising the towns of Chesterville, Farmington, Industry, New Sharon, New Vineyard, Starks, Temple, Wilton, Weld, and Vienna. The district serves approximately 2266 students in grades Pre K-12, and employs approximately 450 staff. The annual operating budget exceeds \$39 million.

I. General

RSU 9 is seeking competitive proposals for various depository-banking services. It is the RSU's goal to receive accurate, timely depository and account maintenance services, maximize the utilization of idle funds, and receive sound investment and banking service advice and to accomplish these goals at the lowest reasonable cost.

A bank submitting a proposal must be a Federal or Maine Chartered Bank, preferably with a branch near Farmington, capable of servicing RSU's bank accounts and be a member of the FDIC. The proposer must be in compliance with all laws, rules, regulations, and ordinances of the United States, the State of Maine, and the School District at the time of submission of a proposal for banking services and, if awarded a contract, remain in compliance for its duration.

 RESPONSE: Franklin Savings Bank is a State chartered financial institution regulated by the Bureau of Financial Institutions and the Federal Reserve. Our Main Office is located locally at 197 Main Street in Farmington, Maine and there is a branch located within the Mt. Blue Campus. Franklin Savings Bank is capable of servicing RSU 9's bank accounts. We are a member of the FDIC and are in compliance with all laws, rules, regulations, and ordinances of the United States, the State of Maine.

The bank also must have adequate organization, facilities, equipment, and personnel to insure prompt and efficient service to the school district.

 RESPONSE: Franklin Savings Bank has an entire team dedicated to municipal and public sector banking which will fulfill the needs of RSU 9. We pride ourselves on providing a high service level, listening to your needs and providing secure technology.

A. Changes to Proposal

Proposer MUST indicate any variances from the specifications, terms and/or conditions, no matter how slight. If variations are not stated or referenced in writing prior to the final proposal, it will be assumed that your proposal fully complies with our terms, conditions and specifications.

RESPONSE: Any variances have been noted within the proposal.

B. Contract Periods

The contract will be for a period of five (5) years. The contract starting date will be February 1, 2024 unless another date is determined by the district to be more practical.

RESPONSE: Franklin Savings Bank agrees to a five year contract period.

C. Modifications and Amendments

During the period of the contract, or any extension thereof, the district reserves the right to renegotiate with the bank such additions, deletions, or changes as may be necessitated by law or changed circumstances. However, no increase in quoted prices will be permitted and no additional charges shall be added to items or services in the original proposal that remain unchanged.

A person legally authorized to bind the bank to a contract shall sign each proposal.

D. Cancellation of Contract

By notification: Either party may terminate the contract upon giving written notice of at least six (6) months.

For cause; In the event of breach of the contract by the bank or unsatisfactory performance as assessed by the Director of Finance, or if the bank performs in a manner that precludes the district from administering its functions in an effective manner and if, after thirty (30) days following written notice thereof, the Bank has been unable to remedy such breach, or provide satisfactory performance, then the district with approval of the Director of Finance shall upon written notice to the bank, be authorized to cancel this contract by giving a maximum of thirty (30) days as the final termination date of the contract. Under extraordinary circumstances the district may terminate the contract within less than thirty (30) days.

II. Specifications

A. Checking Account Services Required

For check and deposit activity see attached Activity Summary for August 2023.

General Account: \$8 million approximate value of annual transactions

Payroll Account: \$24 million approximate value of annual transactions

- 1. Checks for the accounts will be provided at no cost to the School District by the Bank and will be purchased from our financial software.
- 2. Company or a vendor of the School District's choosing.
- RESPONSE: Franklin Savings Bank will provide checks, of the districts choosing at no cost to the school.
 - 3. Deposit slips will be provided at no cost to the district by the Bank and;
 - i. Are to be printed with account name /school and number.
 - ii. Are to be printed to District specifications.
- RESPONSE: Franklin Savings Bank offers customizable deposit ticket templates free of charge on our website at www.FranklinSavings.bank

A. Additional Data:

Accounts

General Account – for all deposits and disbursements related to the day-to-day operations of the school district.

• RESPONSE: Franklin Savings Bank proposes the use of our Commercial Checking account with no monthly service charges or fees and no minimum balance requirements or transaction limitations for RSU 9's general account along with our Insured Cash Sweep Checking (Zero Balance Account) to collateralize balances in excess of the FDIC limit of \$250,000. This is a fully FDIC insured, liquid investment product that ensures coverage by automatically transferring idle balances overnight. The available balance is swept for investment at the end of each day. There is no charge for this product. We are offering an annual percentage yield of 5.50% guaranteed for the first 6 months and then an annual percentage yield of 5.00% for the remainder of the first year.

District Payroll Account- Zero balance account, including EFTPS, ACH service;

 RESPONSE: Franklin Savings Bank proposes an annual percentage yield of 5.50% guaranteed for the first 6 months and then an annual percentage yield of 5.00% for the remainder of the first year and the use of our Insured Cash Sweep Checking (Zero Balance Account) to collateralize balances in excess of the FDIC limit of \$250,000. This is a fully FDIC insured, liquid investment product that ensures coverage by automatically transferring idle balances overnight. The available balance is swept for investment at the end of each day. There is no charge for this product. EFTPS and ACH services may be utilized through our Business Online Banking platform.

Direct deposits must be available via the web;

• RESPONSE: Direct deposits can be placed into the account with no ACH blocks and may be sent through our Business Online Banking platform.

Transfers to cover daily payroll activity are to be made from the General Account

 RESPONSE: Franklin Savings Bank offers the ability to transfer funds through our Business Online Banking platform.

Individual School (7) Activity accounts may be added to the banking relationship at any time and are to be maintained as separate accounts.

 RESPONSE: Individual School Activity accounts, as a separate account, may be added to the banking relationship at any time with no monthly service charges or fees.

Night deposit services will be available at no charge to the School District.

 RESPONSE: Franklin Savings Bank will offer night deposit services, keys and bags to RSU 9 at no charge.

B. Compensating Balance

The District will pay the bank for performance of services provided using the compensating balance method. The bank shall list in its proposal its required compensating balance required for each year of the contract. An account analysis must be provided to the district monthly.

• RESPONSE: Franklin Savings Bank does not require compensating balances. As a result, account analysis does not apply.

C. Investments

An automatic sweep investment account, which invests all available funds at the end of each day on an overnight basis. Investments must be collateralized through a repurchase agreement or other instrument of appropriate risk for investing municipal funds. The District strongly prefers an investment arrangement perfecting the security interests of securities owned by the District under an investment agreement.

RESPONSE: Franklin Savings Bank proposes the use of our fully liquid Insured Cash Sweep Checking (Zero Balance Account) with an annual percentage yield of 5.50% guaranteed for the first 6 months and then an annual percentage yield of 5.00% for the remainder of the first year, or the use of our 4-week CDARS (CD) with an annual percentage yield of 5.75%. There is no charge for this product and no risk as is sometimes the case when investing in the market. Both of these offerings are fully FDIC insured and approved for investing municipal funds.

D. Special Services for Checking Accounts

Stop Payments

Stop payment will be issued to the bank by telephone and followed up in writing if the bank requires it. Upon receipt of the order by telephone, the bank will immediately examine their records and inform the School District as to whether the check has been cashed. If the bank finds that the check has been cashed, the bank will immediately forward the School District a copy of the cashed instrument. The bank shall be responsible for any item cashed if said item was confirmed as a Stop Payment on an as-of-day basis and is subsequently cashed by the bank. Stop payments will be issued to the bank online.

• RESPONSE: Franklin Savings Bank offers stop payments through our Business Online Banking platform for outstanding checks only. The order will remain in effect until the item is returned or up to six months. You may renew the order upon the expiration. Stop payment requests are also accepted through the phone for both check and ACH items. If completed outside of the Business Online Banking platform, you will be asked to sign a stop payment order. The order will be delivered through secure electronic means or postal mail. A temporary 14-day order will remain in effect until the signed document is returned. At that time, the order will remain in effect until the item is returned or up to six months.

Deposit Return Items

The bank will make one attempt to present again any deposited checks returned because of insufficient or un-cleared funds. Checks that are still "uncollectible" after this attempt will be returned to the District for processing.

 RESPONSE: Checks returned due to insufficient funds will be automatically deposited a second time. Checks that are still uncollectible will be returned to the district for processing.

Overdraft Protection

The District will make every effort to assure that collected funds in the bank are equal to or exceed the gross amount of checks issued. However, if an unintentional overdraft condition occurs, all checks presented for payment shall be paid.

 RESPONSE: Franklin Savings Bank will communicate any overdrafts to the district and pay checks presented with no fee.

E. Statements

Monthly account statements will be cut on the last business day of the month and sent to RSU 9 no later than the 10th day of the following month. The monthly statements shall include analysis reports for each account showing all activity, deposits, paid items and fee items. Paid checks shall be listed on the statement in numerical order. Check image must be provided with the bank statement. A check reconciliation file must be available for download each month. The file format must meet the requirement of our checking reconciliation software.

• RESPONSE: Account activity and all transactions are available for viewing 24/7 on the Business Online Banking portal, including check images, deposits, paid items- listed in numerical order and PDFs of the monthly statement. These are available within two days of the end of the cycle, which can be set for the end of the calendar month upon request. An email is sent notifying you when they are available. Past statements are archived for a minimum of 48 months beginning the day the service is established. Paper statements can be provided within 10 days, barring any unexpected postal issues. Credit and debit memos are printed on each statement and labeled with an explanation for each item. Check reconciliation files are available for download.

F. Account Services

The bank will provide the district with a monthly analysis of each account showing:

- a. The number of checks processed
- b. The number of checks paid
- c. The number of deposits (cash and checks)
- d. The average monthly collection balance
- e. All other charges and credits
 - RESPONSE: Monthly account analysis is typically offered on accounts that
 assess an earnings credit to reduce fees incurred based on daily transaction
 activity and usage. The accounts proposed by FSB in the RFP do not assess fees
 based on daily transaction activity and usage (no monthly service charges or
 fees) and therefore, no earnings credit will need to be applied. Due to this
 structure, monthly account analysis statements do not apply. As always, account
 activity, transaction details or specific account information can be viewed online or
 staff members at our Farmington or Mt. Blue Branch would be happy to assist
 with any questions.

The district may from time to time ask for special reports or changes to these reports as outlined above so as to conform to the needs of the District.

 RESPONSE: Franklin Savings Bank is happy to make changes or provide special reporting to accommodate to the special needs of the District.

G. Other Services

The bank shall supply the District with various supplies such as coin wrappers, bill bands, coin bag seals, coin envelopes, rubber deposit stamps and disposable deposit bags (not clear ones) at no cost.

 RESPONSE: Franklin Savings Bank will provide the requested supplies at no charge to the District.

A proposer may submit optional proposals for other services that the proposer feels would be in the best interest of the district. Any optional service proposal will be considered separately from the basic service proposal.

 RESPONSE: Please see Attachment B "Additional Services Not Listed In the RFP" that we feel would be in the best interest of the district. The bank shall assign a representative who is available to the Director of Finance to discuss account problems and offer banking and investment advice.

- RESPONSE Local Support Team: Franklin Savings Bank has specialists in each
 area of the banking business. We pride ourselves with having local, knowledgeable
 employees who are trained to assist customers at each local location.
 - Beckie Bowering AVP, Cash Management Officer. Beckie will be the primary contact for the term of the agreement. Beckie brings 23 years of banking experience, all at Franklin Savings Bank. She has in-depth knowledge of municipal and business banking processes and services and Business Online Banking. She is deeply involved in volunteer opportunities and community service and is a past Mt. Blue High School Branch Manager. She is available locally, in Farmington for all of your banking needs. Beckie can be reached at 207-779-9217 and b.bowering@franklinsavings.com
 - Haily Turner Mt. Blue High School Branch Supervisor. Haily brings 19 years of banking experience. 7 of those years has been as a Supervisor at the Mt. Blue High School Branch where she has worked directly with the school on many of their banking needs, along with teaching and mentoring students to prepare them for further education or careers in the business world. Haily can be reached at 207-778-2900 and h.turner@franklinsavings.com
 - Tim Thompson President and CEO. Tim was born and raised in Franklin County and he has been with Franklin Savings Bank for 23 years. Community is one of the core values at Franklin Savings Bank. Tim believes that as a local business, Franklin Savings Bank has a responsibility to support our local communities, and when you bank with Franklin Savings Bank, you also support your community. Tim can be reached at 207-779-9276 and t.thompson@franklinsavings.com

The bank shall handle wire transfers upon direction from the Director of Finance with no legal restrictions and the District shall require no indemnification.

 RESPONSE: The school district may conveniently initiate online domestic or international wire transfers using our secure Business Online Banking service or in-person at the local branch. The district may define their own maximum limits based on anticipated volume and dollar amounts.

The bank will have a system for reporting and forwarding IRS electronic tax deposits.

 RESPONSE: Franklin Savings Bank has several options to allow the district to handle its reporting and forwarding of IRS electronic tax deposits. We're happy to help the district find the best option for them.

The form of money wire transfer agreement shall be submitted with the proposal.

• RESPONSE: Please see Attachment A for the wire transfer agreement

H. Cash Management Services

Please describe your cash management services or other options for investments. It is imperative that any investments have liquidity.

• RESPONSE: Franklin Savings Bank proposes the use of our fully liquid Insured Cash Sweep Checking (Zero Balance Account) with an annual percentage yield of 5.50% guaranteed for the first 6 months and then an annual percentage yield of 5.00% for the remainder of the first year OR the use of our 4-week CDARS (CD) with an annual percentage yield of 5.75%. There is no charge for this product and no risk as is sometimes the case when investing in the market. Both of these offerings are fully FDIC insured and approved for investing municipal funds. We will work closely with the district to ensure that the investment strategies implemented meet operating and any other cash requirements of the district

You are encouraged to identify additional services your bank can provide which you believe would be in the best interest of the school district.

- RESPONSE: Please see Attachment B for additional recommended services.
- I. Deposit Insurance and Collateralization of Investments; Legal Compliance.

All accounts will be federally insured and supplemented by private deposit insurance for amounts in excess of Federal government backed insurance limits. Proposals must state the maximum of funds that are federally insured and provide the source and limits of private deposit insurance. If cumulative balances of the School District accounts exceed the FDIC limits, the bank will purchase additional insurance at no cost to the School District.

 RESPONSE: Franklin Savings Bank can offer the school district a maximum of \$225 million in federally insured funds through our partnership with IntraFi. We believe this will eliminate the need for any private deposit insurance.

Investments may be collateralized through repurchase agreements backed by securities of an appropriate government agency or other instrument of appropriate risk for investment of municipal funds.

 RESPONSE: Franklin Savings Bank can offer the school district a maximum of \$50 million in federally insured funds for investments in our CDARS product. All deposit accounts and investments proposed by a bank, including as applicable repurchase agreements, shall comply with the requirements of section 1491 of Title 20-A, and as applicable section 5706 of Title 30-A, of the Maine Revised Statutes. All deposit and investment accounts shall also comply with all federal requirements, including without limitation applicable FDIC disclosure requirements for sweep accounts under 12 CFR section 360.8.

RESPONSE: All proposed offerings comply with the above requirements.

Proposal Terms and Submission

A bank submitting a proposal must indicate all procedures and policies that involve the counting of monies in night deposit bags.

 RESPONSE: Franklin Savings Bank will remove and open night deposit bags no later than the next business day. Bags will always be opened and counted/ recorded under dual control. If there are any discrepancies between the amounts shown on the deposit slips and the actual contents, we will promptly notify you of the discrepancies.

A breakdown of anticipated monthly fees based on the average monthly volume of activity provided above. The fees quoted must include all discounts being extended under this proposal. Include a description of any fees for depositing cash.

 RESPONSE: See Attachment C for a summary of fees and discounts being extended under this proposal. Franklin Savings Bank is offering a proposal of \$0 in fees to the district. Increases in fees quoted will be limited to annual increases at the anniversary date of the contract, not to exceed the consumer price index (United States National) for the twelve-month period immediately preceding the contract anniversary date.

Proposals will be evaluated and selected based on the following criteria (not listed in order of priority).

- a. The ability of the bank to provide a full range of quality services as evidenced by demonstrated experience in school banking, the background and qualifications of bank officers who will be servicing the District's account, references and the overall quality of the proposal submission.
- b. The degree to which the proposal submitted meets the above specifications and responds to the proposal questions in a manner most favorable to RSU 9.
- c. Evidence of a strong return on investments and minimum fee charges relative to other banks submitting proposals.
- d. Evidence the bank is a sound financial institution.
- RESPONSE: Franklin Savings Bank consistently earns top ratings from the following rating agencies:
 - VERIBANC continues to award Franklin Savings Bank its top rating as it has for countless years.
 - BauerFinancial.com has given Franklin Savings Bank a top 5-star rating every year for more than 30 years.
 - In addition, although not a rating service, the FFIEC (Federal Financial Institutions Examination Council) publishes details on the financial condition of banks. Review of Maine financial institution's capital levels reveal Franklin Savings Bank has the strongest capital position of banks the state. The reports also place Franklin Savings Bank capital ratios in the 95th percentile of insured commercial banks having assets between \$300 million and \$1 billion.
 - Every year since 2011, Franklin Savings Bank has received an "outstanding" rating on a Community Reinvestment Act (CRA) exam. This is the highest rating a bank can receive, and it indicates that the bank has demonstrated an exceptional commitment to meeting the credit and community development needs of the communities it serves. To earn an outstanding rating, a bank must have a strong record of lending, investment, and service activities that support affordable housing, economic development, and financial services for low and moderate income individuals and communities. At Franklin Savings Bank, our relationship with communities extends far beyond banking. We are immensely proud of our role in community development. We're not just a bank; we're a community member!

Location of branches within the District's general service and business communities.

 RESPONSE: Franklin Savings Bank has several convenient, local locations for the district. At our Farmington Branch located at 197 Main Street in Farmington you will find a night drop, convenient off-street parking and a drive-up ATM. Also conveniently located, our branch located within Mt. Blue High School. For a full listing of locations, please see the back cover page of this RFP.

RSU 9 reserves the right to waive all formalities and reject any and all proposals when it is in the best interests of RSU 9 to do so. RSU 9 reserves the right to.



Franklin Savings Bank Transfer Services Agreement

Wire Transfers

Franklin Savings Bank ("Bank") and the Bank business banking customer identified as "Company" below ("Company") enter into this Transfer Services Agreement ("Agreement") effective as of the date last executed below ("Effective Date").

Company Information
Company Name:
Company Address:

This Agreement is expressly incorporated by and as a part of the Franklin Savings Bank Business Online Banking Master Agreement and Disclosure ("BOBA"). Capitalized terms used but not defined herein have the meanings set forth in the BOBA, or if not defined therein, then in the Maine Uniform Commercial Code, Article 4A.

I. Application and Interpretation

This Agreement governs the origination and receipt of wire transfers on behalf of Company. This Agreement supplements the BOBA, and except as expressly stated in this Agreement or the BOBA, this Agreement's provisions do not waive, modify or discharge any provision of the BOBA. To the extent of any conflict between this Agreement and the BOBA, this Agreement will govern.

II. Reconcilement

All transfers will appear on Company's regular account statement. It is Company's obligation to examine the statement for any discrepancy concerning any payment order. If Company fails to notify Bank of any such discrepancy within sixty (60) days after Company receives the statement or other sufficient information to detect such discrepancy, Bank shall not be liable for and Company shall indemnify and hold Bank harmless from any loss of interest with respect to the payment order and any other loss which could have been avoided had Company given such notice.

III. Authorization

Company represents and warrants that all the accounts held at Bank under Company name are owned entirely by Company, and are hereby authorized to be charged as instructed by Company for wire transfers and related fees. The individuals authorized to initiate wire transfer requests on behalf of Company are named in Company's current Enrollment for Business Online Banking Services with Bank. These agents shall remain authorized until Company notifies Bank in writing of revocation of any agent's authorization or enters into an Business Online Banking Maintenance Form with Bank. Other individuals can be authorized only by an Business Online Banking Maintenance Form for Online Banking Services with Bank.

IV. Security Procedure and Transfer Requests

The security procedures for Business Online Banking-- Wires shall be Company's access credentials and the submitter's actual access to the Business Online Banking-- Wires system in addition to the token authentication for single and multi- user processed wires. A customer callback by a member of the Business Solutions team, supervisor, or officer is then required to authorize final approval of the wire transfer. The callback number is retrieved from the Wire Transfer Agreement and/or existing bank records. The customer is identified by Bank employee using the passcode issued by Bank to the authorized individual to confirm wires sent using Business Online Banking-- Wires. Company agrees that employees will not share passwords or tokens. If the Business Online Banking—Wires system is unavailable then any of the authorized account signers listed below can, in person, make a request for offline wire transfer. In some instances, Bank may reach out to Company to inform them of the outage with estimated time of recovery. In some cases Bank may take additional actions to those selected to verify the identification of Company or its agent, or to detect an error in the transmission or content of the transfer request. Any of these additional actions will not be considered part of Bank's obligations under this Agreement and may only be used periodically in Bank's discretion. Provided Bank complies with the security procedure selected by Company, Company shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by Company. If Bank does not follow the agreed security option, but can prove the transfer request was originated by Company, Company will still be liable for the transfer amount plus transfer fees. Company authorizes Bank to record electronically or otherwise any telephone calls relating to any transfer under this Agreement.

Company acknowledges that the security procedures described in this Agreement are commercially reasonable and the purpose of such security procedures is to verify authenticity and not to detect an error in the transmission or content of a wire transfer request. No security procedures have been agreed upon between Bank and Company for the detection of any such error. Company is strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions, network infections, and breaches of protected information (i.e. non-public consumer data). Company warrants that such measures will include, but

not be limited to, security technology (e.g. secure web-servers) that provides commercially reasonable encryption technology for the wire transfer request and transmission of wire transfer requests over the Internet, and network security to safeguard account information and access from unauthorized parties. Company further warrants that all devices and networks used to access Bank's wire transfer application will be free from all viruses, malware, and similar security breaches which present the risk of unauthorized access to Bank's wire transfer application. Without limitation, Company agrees to indemnify and hold Bank harmless for any loss or damage caused by such viruses, malware, and similar security breach phenomena. Schedule A outlines additional requirements.

Additionally, Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of security procedures and any passwords, codes, security devices and related instructions provided by Bank in connection with the security procedures detailed in Schedule A. If Company suspects that any such information or instructions are accessed by unauthorized persons, Company will notify Bank immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of notification and within a reasonable time period to prevent unauthorized transfers.

Exposure Limits: Wire transfers to be initiated under this Agreement are subject to the following limits:

Maximum daily wire transfer amount:	\$
Maximum monthly wire transfer amount:	\$

Company shall maintain records of each transfer request for six (6) months following the requested transfer date and agrees to provide such records to Bank upon request to allow reconstruction. Transmittal must be received by Bank before the local time listed below and in time to complete the requested security procedure. Transfer requests received after these times will be treated as being received on, and may be executed on, the following funds transfer business day. Times may vary at Bank's discretion.

Domestic and International Wires 3:00pm ET

V. Processing Wire Transfers

Bank shall process transfer requests based solely upon information received from Company. Bank may, at its discretion, process the wire transfer request through either the Federal Reserve Bank System or Bank's Correspondent Bank. In the case where the beneficiary's bank is Bank, Bank may simply debit and credit the appropriate accounts as requested in the authorized wire transfer request. At the time Bank executes a wire transfer or internal transfer, Company agrees to pay Bank with available funds on deposit for the amount of the wire plus the current Wire Transfer Fee as listed in Bank's fee schedule. If Company fails to pay in accordance with this Agreement, Bank shall be

entitled to request cancellation of the transfer, or to undertake any other legal means to collect the amount of the transfer if unable to cancel, including exercise of right of offset as detailed in the Account Agreement between Bank and Company.

VI. Fees

Company authorizes Bank to debit the following fees from Company's approved offset account on the date of Business Online Banking wire transfer activity. Fees are subject to change at Bank's discretion.

Domestic Wire Transfer Fee (per item) \$25.00

International Wire Transfer Fee (per item) \$50.00

Returned/Rejected Item Fee \$10.00 + beneficiary bank return item fee

VII. Errors and Rejections by Bank

If a wire transfer request indicates an intermediary bank or a beneficiary's bank inconsistently by name and identifying number, execution of the request might be based solely upon the number, even if the number identifies a bank different from the named bank or a person who is not a bank. If a wire transfer request describes a beneficiary inconsistently by name and account number, payment might be made by the beneficiary's bank based solely upon the account number, even if the account number identifies a person different from the named beneficiary. Company's obligations shall not be excused in these circumstances. Bank shall reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, and/or other requirements set forth in this Agreement, such as availability of funds on deposit to pay amounts required to be paid hereunder. Bank may reject, except when prohibited by law, at its sole discretion any transfer request it receives from Company for any reason. Bank shall notify Company of Bank's rejection of the transfer request by telephone, electronic message, or U.S. mail. Bank will comply with regulations issued by the US Treasury's Office of Foreign Assets Control (OFAC). If any transfer request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law Bank shall not complete the transfer and shall "block" the funds until such time OFAC issues a written release to Bank. Bank shall have no liability to Company as a result of Bank's rejection of any transfer request or internal transfer if it complies with the terms of this Agreement.

VIII. Rejection of Bank's Transfer Request

If Bank receives notice that a wire transfer transmitted by Bank has been rejected, Bank shall notify Company of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. Bank will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request. Bank will keep all fees associated with original wire.

IX. Cancellation and Change by Company

Company shall have no right to cancel or amend any transfer request after received by Bank; however, Bank shall use reasonable efforts to act on a cancellation or change request as long as it is received from Company or its authorized agent in accordance with the security procedures set forth in this Agreement. Bank shall have no liability if the cancellation or change is not effected.

X. COMPANY'S LIABILITY AND INDEMNIFICATION

In addition to the provisions of the BOBA and any other agreement between the parties relating to liability and indemnification, Company will be liable to Bank for, and will indemnify, defend and hold harmless each Bank Indemnitee from and against any Losses relating to, (a) Bank's debiting or crediting of the account of any person as requested by Company; and (b) he failure to act or the delay by any financial institution other than Bank.

XI. Limitations

Bank shall be excused from delaying or failing to execute a transfer if it would result in Bank's exceeding any limitation on its intra-day net funds position established through Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities. IN NO EVENT SHALL BANK BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT LOSSES OR DAMAGES INCURRED RELATING TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM BANK'S ACTS OR OMISSIONS. Any liability of Bank for loss of interest resulting from its error or delay shall be calculated using a rate equal to the Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. Payment will be made by crediting the appropriate account involved in the funds transfer.

XII. Changes to Authorized Users

Changes to the individuals authorized to initiate wire transfers must be made in an Amended Enrollment for Business Online Banking Services.

Franklin Savings Bank Transfer Services Agreement

Schedule A Security Procedures

Company is responsible for the security of any software program it uses, including accessing the Wire service provided by Bank for the creation and/or the transmission of wires to Bank. Whether the software resides on Company's network/PC or on a remote server accessed through the internet, Company is solely responsible for the assignment of individuals that can access the software or service.

Bank has structured several layers of security in order to mitigate risks associated with this service and to allow only authorized individuals to access and perform functions related to the wire Service. These multifactor authentication steps may be updated by us when appropriate.

Each authorized user, as determined and authorized by Company, will be assigned unique usernames or identification numbers and each authorized user will then assign their own unique passwords. These passwords are strictly confidential and should only be known by the persons by whom the passwords were established. Company shall instruct those individuals that they should not disclose the passwords to anyone and Company must establish and maintain procedures to assure the confidentiality of these passwords.

For each authorized user for whom Company has assigned access to the wire service, a Security Token will be issued by Bank and will be unique to that user. Upon receipt of the token, the user will register the token using the Business Online Banking service. This token will be required, in addition to their username, or identification number, and password, to perform wire service functions. A unique password will be generated by the token, each time the user wishes to use the wire service, and will need to be input within the required timeframe.

Bank assumes no responsibility to discover, audit or report to Company any possible breach of security or unauthorized disclosure or use of such password by any users, your agents or representatives. However, if such a situation does come to Bank's attention, Bank will promptly notify Company. Company shall promptly notify Bank of any suspected compromise of security (whether or not involving Company's employees).

Company understands that wire requests made via the Business Online Banking system utilize certain industry standard security procedures and are designed to assure the authenticity of the requests issued to Bank. Company also understands that security procedures are not designed to detect errors in the content or transmission of wires which have been initiated.

Company acknowledges that after reading this Agreement, Company has been advised of the security procedures employed by Bank and that the procedures are commercially reasonable methods of providing security against unauthorized wires, and that Bank shall be deemed to have acted in good faith so long as any wire request initiated complies with such security procedures. From time to time, Bank may recommend additional security procedures for use when initiating wires and that the wire requests Company will issue to Bank under this Agreement will employ those security procedures.

- (a) Bank may require the following minimum levels of network and computer security for all Originators:
 - Reliable, current and fully patched Security Suites including, at minimum, anti-virus, anti-malware, anti-botnet, and anti-spyware.
 - Hardware Firewalls.
 - Process to keep critical systems and applications updated within sixty (60) days.
 - Written security policy and procedures designed to protect Company's network from unauthorized access (i.e. data breach) and avoid disclosing Protected Information (i.e. account numbers, social security numbers, etc.).
 - Regular employee training.

Bank may request evidence of the above security requirements. Company agrees to provide such evidence within 5 days of such request.

- (b) Account Security: Bank requires the following account security:
 - Files must be initiated and transmitted under dual-control.
 - One-Time Use PIN / Token technology.
 - Out of Band Authentication (indicate type: Call Backs, Email Verification, IP Address Authentication, SMS Code, etc.).
 - Company will not allow employees to share passwords and tokens.
 - Company not process files using Operating System administrator credentials.
 - New or altered credentials will require authorization before becoming active.

ACH Transfers

Franklin Savings Bank ("Bank") and the Bank business banking customer identified as "Company" below ("Company") enter into this Transfer Services Agreement ("Agreement") effective as of the date last executed below ("Effective Date").

Company Information
Company Name:
Company Address:

Approved Exposure Limit(s): Schedule [E]

Available SEC Code(s): PPD and CCD*

*Please circle one or both

RECITALS

- A. Company wishes to initiate credit and debit Entries pursuant to the terms of this Agreement and the *NACHA Operating Rules and Guidelines* (the "*Rules*"), and Financial Institution is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. Company may only initiate ACH Entries for the approved Standard Entry Class (SEC) codes set forth above under Approved SEC Code(s), or such other SEC codes as may be approved by Financial Institution.
- B. Unless otherwise defined herein, capitalized terms have the meanings provided in the *Rules*. The term "Entry" has the meaning provided in the *Rules* and also means the data received from Company from which Financial Institution prepares Entries.
- C. Financial Institution's Board of Directors does not permit processing of the following SEC Code(s) as they do not adhere to the Board's directive. Company may not process the following SEC Code(s): <u>IAT</u>

AGREEMENT

1. *NACHA Operating Rules and Guidelines*. Company has access to a copy of the *Rules*, acknowledges receipt of a copy, or may purchase a copy if it so desires. Company agrees to comply with and be bound by the *Rules*. If Company violates any of the applicable *Rules* and NACHA imposes a fine on Financial Institution because of Company's violation, Financial Institution may charge the fine to Company. Financial Institution will notify Company of any changes to the *Rules*.

- 2. *U.S. Law.* It is the responsibility of Company to ensure that Company's origination of ACH transactions complies with U.S. law.
- 3. *Governing Law*. This Agreement will be construed in accordance with and governed by the laws of the State of Maine, exclusive of its conflicts of law rules.
- 4. Security Procedures.
 - (a) Company and Financial Institution will comply with the security procedure requirements described in the attached Schedule [A] with respect to Entries transmitted by Company to Financial Institution. Company acknowledges that those security procedures are commercially reasonable and the purpose of such security procedures is to verify authenticity and not to detect an error in the transmission or content of an Entry. No security procedures have been agreed upon between Financial Institution and Company for the detection of any such error.
 - (b) Company is strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions, network infections, and breaches of Protected Information (i.e. non-public consumer data). Company warrants that such measures will include, but not be limited to, security technology (e.g. secure web-servers) that provides commercially reasonable encryption technology for the Entry and transmission of Entries over the Internet, and network security to safeguard account information and access from unauthorized parties. Company further warrants that all devices and networks used to access Financial Institution's ACH transfer application will be free from all viruses, malware, and similar security breaches which present the risk of unauthorized access to Financial Institution's ACH transfer application. Without limitation, Company agrees to indemnify and hold Financial Institution harmless for any loss or damage caused by such viruses, malware, and similar security breach phenomena. Schedule [A] outlines additional requirements.
 - (c) Additionally, Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of security procedures and any passwords, codes, security devices and related instructions provided by Financial Institution in connection with the security procedures detailed in Schedule [A]. If Company suspects that any such information or instructions are accessed by unauthorized persons, Company will notify Financial Institution immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of notification and within a reasonable time period to prevent unauthorized transfers.
- 5. Processing and Settlement by Financial Institution.
 - (a) Except as provided in Section 7, Financial Institution will (i) process Entries received from Company to conform with the file specifications set forth in the

- Rules, (ii) transmit such Entries as an ODFI to the ACH Operator, and (iii) settle Entries as provided in the Rules.
- (b) Financial Institution will transmit such Entries to the ACH Operator by the deadline set forth in the attached Schedule [B] two business days prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Financial Institution's related cut-off time set forth in attached Schedule [B] on a business day, (ii) the Effective Entry Date is at least 2 days after such business day, and (iii) the ACH Operator is open for business on such business day (e.g. excluding Federal holidays). For purposes of this Agreement, Entries will be deemed received by Financial Institution, in the case of hand-delivered files, when received by Financial Institution at the location set forth in Schedule [A], and in the case of electronic file transmission, when the transmission is completed as provided in Schedule [A].
- (c) If any of the requirements of clause (i), (ii), or (iii) of Section 5(b) are not met, Financial Institution will use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.
- 6. On-Us Entries. Except as provided in Section 7, in the case of an Entry received for credit or debit to an account maintained with Financial Institution (an "On-Us Entry"), Financial Institution will credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 5(b) are met. If any of those requirements are not met, Financial Institution will use reasonable efforts to credit or debit the Receiver's account on the next business day following such Effective Entry Date.
- 7. Suspension and Rejection of Entries. Financial Institution will suspend processing of or reject any Entry which does not comply with the requirements of Section 19 or Section 4, or which contains an Effective Entry Date more than 2 days after the business day such Entry is received by Financial Institution. Financial Institution has the right to suspend processing of or reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Financial Institution has the right to suspend processing of or reject any Entry if Company has failed to comply with its account balance obligations under Section 13. Financial Institution will notify Company by phone of such suspension or rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. Financial Institution will have no liability to Company by reason of the suspension or rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

If any Entries are rejected by the ACH Operator for any reason, it is the responsibility of Company to remake such Entries. Should the file be rejected due to an error caused by Financial Institution, Financial Institution is responsible for remaking the file. In such a case, Company will supply sufficient information, as required in

- Section 26, to allow Financial Institution to recreate the entries for up to five (5) business days after midnight of the Settlement Date.
- 8. Cancellation or Amendment by Company. Company has no right to cancel or amend any Entry after its receipt by Financial Institution. However, Financial Institution will use reasonable efforts to act on a request by Company to cancel an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account. Company will reimburse Financial Institution for any expenses, losses, or damages Financial Institution may incur in effecting or attempting to effect the cancellation or amendment of an Entry.
- 9. *Notice of Returned Entries*. Financial Institution will promptly notify Company by phone of the receipt of a returned Entry from the ACH Operator.
- 10. Notifications of Change. Financial Institution will notify Company by phone of all Notifications of Change received by Financial Institution related to Company's Entries no later than two (2) banking days after receipt thereof. Company will ensure that changes requested by Notifications of Change for recurring payments are made within six (6) banking days of Company's receipt of the information or prior to initiating another Entry to the Receiver's account, whichever is later. If Company fails to correct the Entry, NACHA may impose fines that may be debited from Company's account.
- 11. *Reinitiation of Entries*. Company may not reinitiate Entries except as prescribed by the *Rules*.
- 12. Payment by Company for Entries; Payment by ODFI for Entries.
 - (a) Company will pay Financial Institution the amount of each *credit* Entry (including On-Us Entries) transmitted by Financial Institution pursuant to this Agreement at such time on the date of transmittal by Financial Institution of such credit Entry as Financial Institution, at its discretion, may determine.
 - (b) Company will pay Financial Institution the amount of each <u>debit</u> Entry returned by a Receiving Depository Financial Institution ("RDFI") pursuant to this Agreement.
 - (c) Financial Institution will pay Company the amount of each <u>debit</u> Entry (including On-Us Entries) transmitted by Financial Institution pursuant to this Agreement at such time on the date of transmittal by Financial Institution of such debit Entry as Financial Institution, at its discretion, may determine.
 - (d) Financial Institution will promptly pay Company the amount of each *credit* Entry returned by a RDFI pursuant to this Agreement.
- 13. *The Account*. Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Company identified in Company's current signed Enrollment for

Business Online Banking Services with Financial Institution (each, an "Account"), and will credit the Account for any amount received by Financial Institution by reason of the return of an Entry transmitted by Financial Institution for which Financial Institution has previously received payment from Company. Such credit will be made as of the day of such receipt by Financial Institution. Company will at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. If there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Financial Institution may debit any account maintained by Company with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement.

Upon request of Financial Institution, Company agrees to promptly provide to Financial Institution information pertaining to Company's financial condition. Financial Institution reserves the right to pull a credit report at any time to evaluate Company's ongoing financial condition.

- 14. Account Reconciliation and Periodic Statement. The periodic statement issued by Financial Institution for Company's Account will reflect Entries credited and debited to Company's Account. Company agrees to notify Financial Institution promptly of any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify Financial Institution within 60 day(s) of receipt of a periodic statement, Company agrees that Financial Institution will not be liable for any other losses resulting from Company's failure to give such notice, including any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Company fails to notify Financial Institution within 60 days of receipt of a periodic statement, Company will be precluded from asserting such discrepancy against Financial Institution.
- 15. Company Representations and Agreements; Indemnity. Company agrees that (a) each person shown as the Receiver on an Entry received by Financial Institution from Company has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting by Financial Institution as provided herein, (c) Entries transmitted to Financial Institution by Company are limited to those types of Entries set forth in this Agreement, (d) Company will perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) Company will be bound by and comply with the Rules as in effect from time to time, including without limitation the provision of the Rules that makes payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and Company will not be deemed to have paid the Receiver. Company will indemnify Financial Institution against any loss liability or expense (including attorneys' fees and expenses) resulting from any breach of any of the foregoing agreements.

- 16. Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity.
 - (a) Financial Institution is responsible only for performing the services expressly provided for in this Agreement, and is liable only for its negligence in performing those services. Financial Institution is not responsible for Company's acts or omissions (including without limitation to the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Company) or those of any other person, including without limitation to any Federal Reserve Bank or transmission or communications facility, any Receiver or RDFI (including without limitation to the return of an Entry by such Receiver or RDFIs), and no such person will be deemed Financial Institution's agent. Company agrees to indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that Financial Institution is responsible for, any act of omission by Company or any other person described in this Section.
 - (b) Financial Institution is only liable for Company's actual damages due to claims arising solely from Financial Institution's obligations to Company with respect to Entries transmitted pursuant to this Agreement. In no event will Financial Institution be liable for any consequential, special, punitive or indirect loss or damage that Company may incur or suffer in connection with this Agreement, including losses or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.
 - (c) Financial Institution is excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's control. In addition, Financial Institution is excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if Financial Institution reasonably believes it would violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
 - (d) Financial Institution's liability for loss of interest resulting from its error or delay will be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account.

17. Compliance with Security Procedures.

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company will be obligated to pay Financial Institution the amount of such Entry (or request) even

though the Entry (or request) was not authorized by Company, whether or not Company acted in compliance with the security procedure referenced in Schedule [B]. If signature comparison is to be used as a part of that security procedure, Financial Institution will be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request) with the signature of an Authorized Representative of Company and, on the basis of such comparison, believes the signature to be that of such Authorized Representative.

- 18. *Inconsistency of Name and Account Number*. Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the RDFI might be made by the RDFI (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Financial Institution is not excused in such circumstances.
- 19. *Transmittal of Entries by Company*. Company will transmit Entries to Financial Institution in compliance with the formatting and other requirements set forth in the attached Schedule [B], as we update it from time to time.
- 20. *Exposure Limits*. Company's ability or originate Entries under this Agreement is subject to ACH exposure limits in accordance with the *Rules*. The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by Company to Financial Institution must comply with limits set forth in the attached Schedule [E].
- 21. *Reporting Requirement*. Financial Institution will provide reporting information to NACHA regarding Company if Company's return rate for unauthorized Entries exceeds the Unauthorized Entry Return Rate Threshold, the Administrative Return Rate Level or Overall Return Rate Level as required by the *Rules*.
- 22. Specific Entry Types. The Rules contain special requirements and impose additional obligations on Financial Institution when it acts as ODFI with respect to certain Entry types. As a result, Financial Institution must obtain additional agreements and representations from Company with respect to those Entry types. Those additional agreement and representations are set forth for each Entry type below. If Company sends any of the Entry types below as permitted by Bank, it automatically makes the additional agreements and representations that are set forth for that Entry type below.

(a) Accounts Receivable (ARC) Entries.

(i) *Notification*. Company will provide notice(s) prior to receiving the source document (i.e. check or sharedraft) in accordance with the *Rules*.

- (ii) Eligibility Requirements. Company will initiate an ARC Entry only if the source document meets the definition of an Eligible Source Document in accordance with the Rules.
- (iii) Entry Information. Company will ensure that the amount of the Entry, the routing number, the account number and check serial number are in accordance with the source document. A reading device must be used to capture the routing number, account number and check serial number from the MICR line of the source document.
- (iv) Eligible Source Document. Company will retain a reproducible front copy of the source document for two (2) years from the Settlement Date of the ARC Entry. Company will provide Financial Institution with a copy of the item within 5 business days upon request. Company will ensure that the source document to which the ARC Entry relates is not presented for payment. Company will employ commercially reasonable methods to securely store the source document and banking information related to the ARC Entry until destruction.

(b) Back Office Conversion (BOC) Entries.

- (i) *Notification*. Company will provide notice(s) prior to receiving the source document (i.e. check or sharedraft) in accordance with the *Rules*.
- (ii) Eligibility Requirements. Company will initiate a BOC Entry only if the source document meets the definition of an Eligible Source Document in accordance with the Rules.
- (iii) *Entry Information*. Company will ensure that the amount of the Entry, the routing number, the account number and check serial number are in accordance with the source document. A reading device must be used to capture the routing number, account number and check serial number from the MICR line of the source document.
- (iv) Receiver Identification. Company will employ commercially reasonable methods to verify the identity of the Receiver.
- (v) Working Telephone Number. Company will maintain a working telephone number that is answered during normal business hours for Receiver inquiries.
- (vi) Eligible Source Document. Company will retain a reproducible front copy of the source document for two (2) years from the Settlement Date of the BOC Entry. Company will provide Financial Institution with a copy upon request. Company will ensure that the source document to which the BOC Entry relates is not presented for payment. Company will employ commercially reasonable methods to securely store the source document and banking information related to the BOC Entry until destruction.

(c) Point-of-Purchase (POP) Entries.

- (i) *Notification*. Company will provide notice(s) prior to acceptance of the source document (i.e. check or sharedraft) in accordance with the *Rules*.
- (ii) *Authorization*. Company will obtain written Authorization for POP Entries in accordance with the *Rules* and U.S. law. Company will retain the Authorization or a copy of the Authorization for a period of two (2) years from the Settlement Date of the POP Entry. Company will, within 5 business days of request provide Financial Institution an original or copy of the Receiver's Authorization for POP Entries.
- (iii) Entry Information. Company will ensure that the amount of the Entry, the routing number, the account number and check serial number are in accordance with the source document. A reading device must be used to capture the routing number, account number and check serial number from the MICR line of the source document.
- (iv) *Eligibility Requirements*. Company will initiate a POP Entry only if the source document meets the definition of an Eligible Source Document in accordance with the *Rules*.
- (v) Eligible Source Document. Company will void and return the source document to the Receiver. Company will also ensure that the source document has not been provided by the Receiver for use in any prior POP Entry.
- (vi) *Receipt*. Company will ensure that the Receiver is provided with a receipt that contains information relating to the POP Entry, as required by the *Rules*.

(d) Re-presented Check (RCK) Entries.

- (i) *Notification*. Company will provide notice of its RCK policy prior to acceptance of the consumer's check.
- (ii) Eligibility Requirements. Company will initiate an RCK Entry only if the check meets the eligibility requirements in accordance with the Rules.
 - (iii) Good Title. Company warrants that it has good title to the returned item.
- (iv) The Original Check. Company warrants that all signatures are authentic and authorized; the item has not been altered; the item is not subject to a defense or claim in retrieval of any party that can be asserted against Financial Institution; there is no knowledge of insolvency of the maker or acceptor; the amount was accurately obtained from the item; and the information encoded in magnetic ink is correct. Company agrees that any restrictive endorsement on the check will be void or ineffective when the check is presented as an RCK Entry.
- (v) Collection of Fees. Company will not add a collection fee to the original amount of the check. To collect fees related to return check processing, Company

will provide notice at the time the original check is accepted and will initiate a separate ACH debit Entry using the PPD format.

(vi) Retention. Company will retain a reproducible front and back copy of the check for seven (7) years from the Settlement Date of the RCK Entry. Company will provide Financial Institution with a copy of the item within 5 business days upon request.

(e) <u>Telephone-Initiated (TEL) Entries</u>.

- (i) Authorization. Company will obtain authorization for TEL Entries in accordance with the Rules and U.S. law. Company will retain the original or a copy of the written notice, or the original or a duplicate audio recording of the oral authorization for a period of two (2) years from (i) the settlement date of a single Entry, or (ii) from the termination or revocation of the authorization for a recurring Entry or a single Entry scheduled in advance. Company will provide Financial Institution an original or copy of the Receiver's Authorization for TEL Entries within 5 business days upon request.
- (ii) Routing Number Verification. Company will employ a commercially reasonable procedure to verify routing numbers.
- (iii) Receiver Identification. Company will employ a commercially reasonable procedure to verify the identity of the Receiver.

(f) Mobile and Internet-Initiated (WEB) Entries.

- (i) Authorization. Company will obtain Authorization for WEB Entries in accordance with the Rules and U.S. law. Company will retain a record of the Authorization for a period of two (2) years from (i) the Settlement Date of a single WEB Entry, and (ii) the termination or revocation of the Authorization of a recurring WEB Entry or a single WEB Entry scheduled in advance. Company will provide Financial Institution an original or copy of the Receiver's Authorization for WEB Entries within 5 business days upon request.
- (ii) Receiver Identification. Company will employ commercially reasonable methods of authentication to verify the identity of the Receiver.
- (iii) Routing Number Verification. Company will employ a commercially reasonable procedure to verify routing numbers.
- (iv) Fraudulent Transaction Detection System. Company will employ a commercially reasonable fraudulent transaction detection system.
- (v) Secure Transmissions. Banking information related to an Entry that is Transmitted via a Secured or an Unsecured Electronic Network must, at all times from the point of data entry and through the Transmission of such banking information, be either Encrypted or Transmitted via a secure session, in either case

using a commercially reasonable technology that provides a level of security that, at a minimum, is equivalent to 128-bit RC4 encryption technology. Banking information includes any Entry, routing number, account number, PIN or other identification symbol.

(vi) Website Security Audit. Company will conduct an annual audit to ensure that the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (i) physical security to protect against theft, tampering or damage; (ii) personnel and access controls to protect against unauthorized access and use; and (iii) network security to ensure secure capture, storage and distribution.

(g) Prearranged Payment and Deposit Entry (PPD).

Assumption of ODFI Warranties. Company warrants to Financial Institution that Company makes the warranties and assumes the liabilities of Financial Institution under the PPD Rules, including Company:

- (i) Will obtain Authorization for PPD Entries in accordance with the *Rules* and U.S. law and will retain a record of the authorization for a period of two (2) years from the termination or revocation of the Authorization. Company will, upon request within 5 business days, provide Financial Institution an original or copy of the Receiver's Authorization for PPD Entries.
- (ii) Will send prenotifications three (3) banking days prior to initiating the first Entry to a Receiver's account. Company will provide any such notice to Financial Institution in the format and on the medium provided in the *Rules* and Schedule A. Should Company receive notice that any such pre-notification has been rejected by an RDFI or the ACH Operator, Entries will not be initiated. Should Company receive a Notification of Change from an RDFI, such Entries will not be initiated unless the requested changes have been made.
- (iii) Provides written notification to the Receiver ten (10) calendar days in advance if the amount of the Entry varies from the previous one, unless the Authorization indicates variable amounts.
- (iv) Provides written notification to the Receiver seven (7) calendar days in advance of the new debit date if the date of the debit changes.

(h) Corporate Payment Applications (CTX) (CCD+) (CCD).

(i) *Prenotifications*. Company will send prenotifications three (3) banking days prior to initiating the first Entry to a Receivers account. Company will provide any such notice to Financial Institution in the format and on the medium provided in the *Rules* and Schedule A. Should Company receive notice that any such prenotification has been rejected by an RDFI or the ACH Operator, Entries will not be

initiated. Should Company receive a Notification of Change from an RDFI, such Entries will not be initiated unless the requested changes have been made.

- (ii) Uniform Commercial Code Article 4A (UCC-4A) Disclosure. In regards to the origination of "wholesale credit" Entries, (defined as corporate ACH credit transfers containing Standard Entry Class Codes "CCD" and "CTX"), the following disclosure is provided:
 - 1. the Entry may be transmitted through the ACH;
 - 2. the rights and obligations of the Originator concerning the Entry will be governed by and construed in accordance with the laws of the State of Maine, exclusive of its conflicts of law rules;
 - 3. credit given by the RDFI to the Receiver for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of the UCC Article 4A; and
 - 4. if the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit Entry to the Receiver.
- 23. Payment for Services. Company will pay Financial Institution the charges for the services provided for in this Agreement and as set forth in Schedule [C], as such charges may be modified by Financial Institution from time to time under the Business Online Banking Agreement and Disclosure between Financial Institution and Company. Financial Institution will provide Company written notification of changes in fees and services 30 calendar days prior to such changes going into effect. Such charges do not include, and Company will be responsible for payment of, any sales, use, excise, value-added, utility or other similar taxes relating to the services provided for in this Agreement, and any fees or charges provided for in this Agreement between Financial Institution and Company with respect to the Account.
- 24. *Amendments*. From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments will become effective upon receipt of notice by Company or such later date as may be stated in Financial Institution's notice to Company.
- 25. Notices and Instructions.
 - (a) Except as otherwise expressly provided herein, Financial Institution is not required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.

- (b) Financial Institution is entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been received from an Authorized Representative. The names and signatures of Authorized Representatives are set forth on Signature Page attached hereto. Company may add or delete any Authorized Representative by written notice to Financial Institution signed by at least two Authorized Representatives other than that being added or deleted. Such notice will be effective on the 3rd business day following the day of Financial Institution's receipt.
- (c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement must be delivered or sent to the following unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice will be deemed given when received by:

If to Financial Institution:

Attention: Business Solutions Team

Address: PO Box 825, Farmington, Maine 04938-0825

Facsimile: <u>207-779-1200</u>

E-mail: <u>businesssolutions@franklinsavings.com</u>

- 26. *Data Retention*. Company will retain data on file adequate to permit remaking of Entries for 180 days following the date of the transmittal by Financial Institution as provided here, and will provide such data to Financial Institution upon its request.
- 27. *Third Parties*. Company will enter into a contract with, and assume full liability for any action made by, any third-party processor used by Company to initiate Entries on its behalf. Company will notify Financial Institution of the use of any third-party.
- 28. *Obligations of a Third-Party Sender*. The *Rules* contain special requirements and impose additional obligations on Financial Institution when it acts as Company's ODFI with respect to Entries Company sends as a Third-Party Sender. If Company sends Financial Institution any Entries as a Third-Party Sender, Company automatically makes the additional agreements and representations to Financial Institution that are contemplated by the *Rules*.
- 29. *Reversing Entries*. Company will notify the Receiver of the reversing Entry and reason no later than the Settlement Date of the reversing Entry. This notification may be made by Company's method of choice (fax, telephone, etc.).
- 30. *Audit*. Financial Institution has the right to audit Company's compliance with the *Rules*, U.S. law, and Financial Institution policies. Company will provide reasonable assistance and information to conduct such audit, including reasonable access to operating systems, policies, procedures, records, and other materials.

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- 31. *Termination*. Either party may terminate this Agreement upon three (3) days' written notice to the other party. In addition, Financial Institution may terminate this Agreement or suspend Company's use of the ACH origination service under this Agreement immediately and without giving Company prior written notice if Company has breached the *Rules*, any entry Company transmits to Financial Institution or any of Company's acts or omissions might cause Financial Institution to breach the *Rules* or any representations or warranties Financial Institution makes under the *Rules*, or Financial Institution believes termination or suspension is necessary for Financial Institution to comply with the *Rules*. Any termination or suspension of this Agreement will not affect any of Financial Institution's rights or Company's obligations with respect to Entries transmitted prior to such termination or suspension, or the payment obligations of Company with respect to services performed by Financial Institution prior to termination or suspension.
- 32. Cooperation in Loss Recovery Efforts. In the event of any damages for which Financial Institution or Company may be liable to each other or to any third-party pursuant to the services provided under this Agreement, Financial Institution and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against any third-party.
- 33. Entire Agreement. This Agreement, including the Schedules attached hereto, together with the Account Agreement between Financial Institution and Company, is the complete and exclusive statement of the agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement or the Enrollment for Business Online Banking Services, the terms of this Agreement will govern. If performance of the services provided herein would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement will be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution will incur no liability to Company as a result of such violation or amendment.
- 34. *Non-Assignment*. Company may not assign this Agreement or any of the rights or duties hereunder to any person without Financial Institution's prior written consent.
- 35. *Waiver*. Financial Institution may waive enforcement of any provisions of this Agreement. Any such waiver will not affect Financial Institution's rights with respect to any other transaction or modification of the terms of this Agreement.
- 36. Binding Agreement; Benefit. This Agreement is binding upon and benefits the parties to this Agreement and their respective legal representatives, successors, and assigns.

- This Agreement is not for the benefit of any other person, and no other person has any right against Financial Institution or Company under this Agreement.
- 37. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement will not be impaired or otherwise affected and will continue to be valid and enforceable to the fullest extent permitted by law.

Wire Transfers

Company	
Authorized Signature	Print Name
Title (Business Only)	Date
Franklin Savings Bank	
Authorized Signature	Print Name
Title	Date
ACH Transfers	
Company	
Authorized Signature	Print Name
Title (Business Only)	Date
Franklin Savings Bank	
Authorized Signature	Print Name
Title	Date
Bank Use	
	named above is a signer on the listed account(s) and is
authorized to sign this agreen I have verified the signatures	against the current signature card on file.
Signature Card Date	
E 1 C' 4	
Date Received	

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Schedule B Security Procedures and ACH File Delivery

All ACH files must be formatted according to the *Rules* or other pre-approved format; transmission specifications will be established by Financial Institution.

Security Procedures

- (c) Financial Institution is 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(s) as designated for ACH transfers in the Company's current signed Enrollment for Business Online Banking Services with Financial Institution (each, an "Authorized Representative"), and any such communication is deemed to have been signed by such person.
- (d) Financial Institution will not be responsible for verifying the authenticity of any person claiming to be an Authorized Representative of Company or the authenticity of any instruction, direction or information provided.
- (e) Financial Institution may, but is under no obligation to, hold suspicious files or files that do not adhere to established security, exceed exposure limits, violate the terms of this Agreement or the *Rules*, or for other reasons. Such files will require authorization by an Authorized Representative of Company before transmission to the ACH Operator.
- (f) Financial Institution may require the following minimum levels of network and computer security for all Originators:
 - Reliable, current and fully patched Security Suites including, at minimum, anti-virus, anti-malware, anti-botnet, and anti-spyware.
 - Hardware Firewalls.
 - Process to keep critical systems and applications updated within sixty (60) days.
 - Written security policy and procedures designed to protect Company's network from unauthorized access (i.e. data breach) and avoid disclosing Protected Information (i.e. account numbers, social security numbers, etc.).
 - Regular employee training.

Financial Institution may request evidence of the above security requirements. Company agrees to provide such evidence within 5 days of such request.

- (g) Account Security: Financial Institution requires the following account security:
 - Files must be initiated and transmitted under dual-control.
 - One-Time Use PIN / Token technology.
 - Out of Band Authentication (indicate type: Call Backs, Email Verification, IP Address Authentication, SMS Code, etc.).

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- Company will not allow employees to share passwords and tokens.
- Company not process files using Operating System administrator credentials.
- New or altered credentials will require authorization before becoming active.

ACH File Delivery

ACH File transmissions made over an unsecured electronic network must use at least the minimum level of encryption required by the *Rules*.

• Business Online Banking/ACH Manager: Company's Authorized Representative will access Business Online Banking by utilizing prearranged log-on procedures and additional verification processes, including, but not limited to, use of security questions and answers, internet browser "cookies," and one-time password devices (e.g. tokens).

Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on Company's personal computer. Company is solely responsible for access to ACH Protected Information maintained by Company.

Schedule C

ODFI Processing Schedule

Debit File Transactions

Deadline	Day of Delivery
3:00p.m.	2 Business Days Prior to Effective
	Entry Date

Credit File Transactions

Deadline	Day of Delivery
3:00p.m.	2 Business Days Prior to Effective
	Entry Date

ATTACHMENT B

ADDITIONAL SERVICES NOT LISTED IN THE RFP

Franklin Savings Bank proposes the use of the following additional services, not requested in this RFP.

BUSINESS BILL PAY - allows customers to receive, attach invoices and pay bills electronically through our Business Online Banking platform. These transactions post to your statement as they clear. There will be no cost to the district for this product.

REMOTE DEPOSIT CAPTURE- is a simple and secure way for you to electronically deposit checks from your office directly into your Franklin Savings Bank accounts. All information is encrypted and secure. This time-saving feature helps you make deposits more efficiently and can reduce time out of the office. There will be no cost to the district for this product.

POSITIVE PAY- is a check and ACH fraud protection and reporting tool that alerts customers to potential fraud items posting to their account(s) and allows them the option to accept or reject those items. There will be no charge to the district for this product.

ATTACHMENT C

SERVICE COST ANALYSIS

Account Services Checking Account Monthly Fee Checks Paid	\$10.00 – Waived \$ 0.20 – Waived
Depository Services Deposited Items Returned Deposited Items Cash Handling Fee	\$ 0.20 – Waived \$ 0.20 – Waived \$ No Charge
Cash Management Services Insured Cash Sweep Account Fee	\$ 30.00 – Waived \$ No Charge \$ 20.00 – Waived
ACH Monthly Fee ACH File Fee Returned ACH Item Outgoing Wire Fee Incoming Wire Fee	\$ 20.00 – Waived \$ 5.00 – Waived \$ 30.00 – Waived \$ 25.00 – Waived \$ 15.00 – Waived
Remote Deposit Capture Fee Business Bill Pay Fee Positive Pay Fee	\$ 40.00 – Waived \$ 40.00 – Waived \$ 5.00 – Waived \$ 20.00 – Waived
Total Fees Charged to District	\$ 0.00

Banking Transition Steps

The following form is an outline of bank transition steps. It may not be inclusive of everything you will need to do to transfer bank accounts, as each client is different, but we believe it covers most items.

Week 1
☐ Determine signers on new accounts, as well as users of online banking.
Week 2
☐ Sign paperwork for bank.
☐ Bank will issue account numbers and order remote deposit scanner.
☐ Order new checks and deposit slips.
 □ Bank will call to setup training of staff on ACH and Remote Deposit Capture as applicable. (Select date that works well for you approximately two weeks from paperwork completion). □ Client will review current bank statements and make a list of vendors to contact to change routing and account numbers of electronic debits and credits.
☐ Client should contact your accounting and software company to obtain instructions on adding a new account to your system and/or changing checking printing routing and account numbers.
Week 3
\square Client should contact vendors to change account numbers for electronic payments.
☐ Checks should arrive this week or next (1-2 weeks from date of order).
☐ Pick a date to begin depositing to new account. Beginning of month may be easier.
☐ Determine the outstanding check amount at previous bank. Keep funds in the account to cover those transactions and any other charges you will receive.
\square Transfer the remainder to the new account(s). This can be done via check, wire or ACH transfer.
Week 4
☐ Checks should be in by now.
☐ Your Remote Deposit Scanner should be in by now (if applicable).
\square Training will likely be scheduled for this week for your staff. This includes ACH and Business
Online Banking training. This can be scheduled at an earlier or later date if you prefer. It is better to train shortly before going live so your staff doesn't forget how to use the system. An ACH prenote file can be tested this week.

Banking Transition Steps (Page 2)

Week 5

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Please feel free to contact us with any questions. We want to work closely with you and make this process as seamless as possible!

Bank Contact Information:

Name: Beckie Bowering, Assistant Vice President, Cash Management Officer

E-mail: b.bowering@franklinsavings.com

Phone: 207-779-9217

Bank Contact Information:

Name: Haily Turner, Mt. Blue High School Branch Supervisor

E-mail: h.turner@franklinsavings.com

Phone: 207-778-2900

