

EXHIBIT 86



**Federal Reserve Banks
Operating Circular No. 6**

FUNDS TRANSFERS THROUGH THE FEDWIRE® FUNDS SERVICE

Effective December 20, 2019

**FEDERAL RESERVE BANKS
OPERATING CIRCULAR NO. 6
Effective December 20, 2019**

FUNDS TRANSFERS THROUGH THE FEDWIRE® FUNDS SERVICE

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1.0 SCOPE

- 1.1 Subpart B of Regulation J (“Regulation J”) of the Board of Governors of the Federal Reserve System (12 CFR Part 210, Subpart B) and this operating circular 6, including as appropriate its appendices (“Circular”) apply to funds transfers through the Fedwire® Funds Service. This Circular is issued in conformity with Section 210.25 of Regulation J and is an operating circular as referred to in Section 4A-107 of Article 4A of the Uniform Commercial Code. By sending a Payment Order, receiving a Payment Order or receiving a credit with respect to a Payment Order to an account maintained or used at a Reserve Bank, the sender, receiving bank, or beneficiary agrees to all the provisions of this Circular, as amended from time to time. In addition, this Circular is binding on other parties to a funds transfer any part of which is carried out through the Fedwire Funds Service to the same extent that Regulation J is binding on those parties. Capitalized terms are defined in section 2.
- 1.2 Each Reserve Bank has issued a Circular No. 6 identical to this one.

2.0 DEFINITIONS

- 2.1 Unless otherwise stated in this Circular, a term defined in Regulation J, including a term defined in Article 4A to the extent consistent with Regulation J, has the same meaning in this Circular.
- 2.2 **Administrative Reserve Bank** with respect to an entity means the Reserve Bank in whose District the entity is located.
- 2.3 **Appropriate Reserve Bank** means the Reserve Bank identified by the Administrative Reserve Bank of the sender, receiving bank, or beneficiary as the Reserve Bank with which the sender, receiving bank, or beneficiary respectively should communicate on particular matters.
- 2.4 **Beneficiary’s Account** for purposes of Subpart B of Regulation J and this Circular refers to the beneficiary’s Master Account.
- 2.5 **Fedwire Participant** for purposes of this Circular means a Funds Participant or a Receiver or Sender as defined in section 3 of the Reserve Banks’ Operating Circular 7, Book-Entry Securities Account Maintenance and Transfer Services.
- 2.6 **Funds Participant** for purposes of this Circular means an account holder (as defined in the Reserve Banks’ Operating Circular 1, Account Relationships) that sends or receives Payment Orders and other messages using the Fedwire Funds Service.
- 2.7 **Master Account** means a “Master Account” (as defined in the Reserve Banks’ Operating Circular 1, Account Relationships) on the books of a Reserve Bank.

- 2.8 On-line** refers to the transmission of a Payment Order directly to or from a Reserve Bank by electronic data transmission, excluding oral transmission by telephone.
- 2.9 Payment Order** for the purpose of Subpart B of Regulation J, Article 4A and this Circular, includes only messages:
- (a) designated as type code 10 (funds transfer), 15 (foreign transfer), or 16 (settlement transaction); and
 - (b) designated as subtype code 00 (structured funds transfer), 02 (reversal of transfer), 08 (reversal of a prior day transfer), or 32 (funds transfer honoring request for funds).
- 2.10 Receiving Bank's Account** for purposes of Subpart B of Regulation J and this Circular refers to the receiving bank's Master Account.
- 2.11 Securities Transfer** means a transfer as defined in section 3.19 of the Reserve Bank's Operating Circular 7, Book-Entry Securities Account Maintenance and Transfer Services.
- 2.12 Sender's Account** for purposes of Subpart B of Regulation J and this Circular refers to the sender's Master Account.
- 2.13 Service Provider** means an entity that, on behalf of a Fedwire Participant:
- (a) initiates, transmits, or receives funds transfers and/or Securities Transfers to and from the account of the Fedwire Participant at a Reserve Bank; or
 - (b) operates or otherwise manages the electronic connection used to send and receive funds transfers and/or Securities Transfers to and from the account of the Fedwire Participant at a Reserve Bank.
- 2.14 Subaccount** is an information record of a subset of transactions that affect a Master Account. It is not a separate account or a Master Account.

3.0 ISSUANCE OF ORDERS

- 3.1** A Payment Order must be in the medium and format the Reserve Banks prescribe. A Reserve Bank will not act on information in a Payment Order other than information required by the format specifications and necessary for Reserve Bank processing. The Reserve Banks are not responsible for the accuracy of a routing number contained in or verbally supplied from a publication, list or automated file issued or maintained by a Reserve Bank if the routing number becomes inaccurate after the effective date of the publication, list, or automated file.

4.0 LOCATION OF SENDERS, RECEIVING BANKS, AND BENEFICIARIES

- 4.1** For purposes of Regulation J, Article 4A and this Circular, a Funds Participant is located in the Federal Reserve District as determined under the procedure described in Regulation D, 12 C.F.R. Part 204, even if the Funds Participant would not otherwise be subject to Regulation D. Notwithstanding Regulation D Section 204.3(b)(2), a foreign central bank, foreign monetary authority, foreign government, or international organization Funds Participant is treated as being located in the Second Federal Reserve District.

5.0 ROLES OF THE RESERVE BANKS INVOLVED IN A FUNDS TRANSFER THROUGH THE FEDWIRE FUNDS SERVICE

- 5.1** For purposes of Regulation J, Article 4A and this Circular, when a sender sends a Payment Order over the Fedwire Funds Service, the sender is deemed to have sent it to the Reserve Bank holding its Master Account regardless of which Reserve Bank maintains the sender's on-line connection or receives the sender's off-line Payment Orders.
- 5.2** For purposes of Regulation J, Article 4A and this Circular, when a receiving bank or beneficiary receives a Payment Order over the Fedwire Funds Service, the receiving bank or beneficiary is deemed to have received the Payment Order from the Reserve Bank holding its Master Account regardless of which Reserve Bank maintains the receiving bank's or beneficiary's on-line connection or sends the receiving bank an off-line Payment Order.
- 5.3** A Reserve Bank, other than the Reserve Bank(s) holding the Master Accounts affected by a Payment Order, that handles the Payment Order is not a party to the funds transfer in any way, including as an intermediary bank or as the beneficiary's bank. When handling an off-line transfer, however, that Reserve Bank is liable as if it were a receiving bank under this Circular for losses recoverable under Article 4A and this Circular resulting from its handling of the Payment Order.
- 5.4** An Administrative Reserve Bank may instruct any other Reserve Bank concerning the other Reserve Bank's handling or settlement of a Payment Order for purposes of managing the Administrative Reserve Bank's risk.

6.0 IDENTIFYING NUMBER

- 6.1** For purposes of Regulation J, Article 4A and this Circular, an identifying number of a branch of a bank that is a Funds Participant shall be deemed to be the identifying number of the Funds Participant. A Reserve Bank that executes a Payment Order that contains an identifying number of a branch of a bank complies with the sender's Payment Order when it issues a conforming Payment Order identifying the bank or credits the Master Account of the bank.

7.0 SECURITY PROCEDURES

- 7.1** The security procedures offered by the Reserve Banks to verify the authenticity of a Payment Order are described in Appendix A of this Circular. Before issuing a Payment Order to or receiving a Payment Order from a Reserve Bank, a Funds Participant must execute an agreement with the Reserve Bank holding its Master Account in the form shown in Appendix A-1.
- 7.2** In addition to complying with the confidentiality requirements in this Operating Circular, each Funds Participant shall comply with the terms set forth in Appendix A to the Reserve Bank's Operating Circular 5 concerning electronic access to Reserve Bank services. By using the Fedwire Funds Service, a Funds Participant agrees to the terms of Appendix A to Operating Circular 5.
- 7.3** The security procedures agreement set forth in Appendix A-1 binds each Funds Participant, each Funds Participant's account holding Reserve Bank, and any Reserve Bank to which a Funds Participant has an on-line connection or through which the Funds Participant sends or receives off-line transfers. A Funds Participant is deemed to agree to a security procedure used when it issues a Payment Order to a Reserve Bank or receives a Payment Order from a Reserve Bank.

8.0 RECEIPT, ACCEPTANCE, AND EXECUTION OF PAYMENT ORDERS

- 8.1** As permitted in Regulation J, a Reserve Bank may for any reason reject a Payment Order or impose conditions that must be satisfied before it will accept a Payment Order.
- 8.2** If an on-line sender does not receive an acknowledgment of receipt of a Payment Order it issues over the Fedwire Funds Service, the sender should notify the Appropriate Reserve Bank promptly.
- 8.3** If a Reserve Bank notifies a sender that a Payment Order has been lost because of computer outage or other reason, the sender should be prepared to resend the Payment Order.
- 8.4** The Reserve Banks may record by audio recording device any telephone call relating to a Payment Order.
- 8.5** An on-line receiving bank must manage its communications connection to the Fedwire Funds Service so as to permit it to receive on a timely basis a Payment Order sent to it during its funds transfer business day. If a receiving bank fails to manage its communications connection in such a manner, a Reserve Bank may limit any attempts to send a Payment Order to the receiving bank. In such a case, the Reserve Bank shall be deemed to have executed the Payment Order when it is available for the receiving bank. A receiving bank that loses its communication connection should reestablish connectivity as soon as possible.

- 8.6** A receiving bank, whether off-line or on-line, shall indemnify a Reserve Bank for any loss incurred by the Reserve Bank as a result of the receiving bank's delay in receiving a Payment Order if the delay results from the bank's failure to be able to receive Payment Orders from the Reserve Bank during the funds transfer business day.
- 8.7** The Reserve Banks do not assume any responsibility for completion of a funds transfer on the day requested except as provided in Regulation J.

9.0 TERMINATION AND ACCESS RESTRICTIONS

- 9.1** A Reserve Bank may terminate or restrict Fedwire Funds Service access by a Funds Participant or its Service Provider at any time without notice if the Reserve Bank has reason to believe that the Funds Participant's or Service Provider's use of the Fedwire Funds Service does not comply with any Reserve Bank agreement, including this Circular, or that such use otherwise poses a risk to a Reserve Bank, any other Funds Participant, or the security or proper functioning of the Fedwire Funds Service or any service the Reserve Banks provide under an appendix to this Circular.
- 9.2** Actions by a Reserve Bank to restrict access by a Funds Participant or Service Provider to the Fedwire Funds Service may include, among others, restricting the ability to send or receive Payment Orders and other messages, restricting access through one or more electronic communication channels, delaying the release to the Fedwire Funds Service application of messages sent through an electronic communication channel, restricting access by one or more individuals authorized to use the service on a Funds Participant's behalf, and imposing, modifying, or restricting modifications to one or more of the processing options described in Appendix D.
- 9.3** A Reserve Bank may otherwise terminate or restrict a Funds Participant's or Service Provider's access to the Fedwire Funds Service at any time upon notice to a Funds Participant. A Reserve Bank taking an action under this section 9.3 is not obliged to but will endeavor to give notice at least five days in advance of terminating or restricting the Funds Participant's or Service Provider's access to the service.

10.0 TRANSFER HOURS AND EXTENSIONS

- 10.1** For purposes of determining a Reserve Bank's rights and obligation under Regulation J, Article 4A and this Circular, each Reserve Bank's funds transfer business day begins at 9:00 p.m. Eastern Time on the preceding calendar day and ends at 6:30 p.m. Eastern Time regardless of the Reserve Bank's geographic location or time zone. A Reserve Bank satisfies its obligations under Regulation J, Article 4A and this Circular, if, upon acceptance of a Payment Order, a Reserve Bank executes the order or pays the beneficiary of the order on the same funds transfer business day that it received the Payment Order even if it is not the same calendar day.

- 10.2** The time schedule contained in Appendix B to this Circular, shows the Reserve Banks funds transfer business days and the latest hour on each funds transfer business day ("cut-off hour") by which a Reserve Bank will execute a Payment Order received on that funds transfer business day. The Reserve Banks may, in their discretion, shorten or extend a cut-off hour or a funds transfer business day to facilitate special market needs.
- 10.3** A sender requiring an extension of the Fedwire Funds Service operating hours should contact the Federal Reserve Bank of New York or its designee as soon as possible. A request for an extension received less than fifteen minutes before the scheduled Fedwire Funds Service closing time will not be granted. An extension may be granted only if:
- (a) there is a failure of Reserve Bank network equipment and/or the Fedwire Funds Service network equipment; or
 - (b) there is a significant operating problem at a bank or major dealer; and, as a result,
 - (c) the extension is deemed necessary, in the Federal Reserve Bank of New York's (or its designee's) view, to prevent a significant market disruption (i.e., the dollar value of delayed transfers exceeds \$1 billion).
- 10.4** When requesting an extension, the requestor will be required to state the dollar amount and volume of unprocessed Payment Orders and to assess the severity of any operating problems.
- 10.5** Every extension of the Fedwire Funds Service is broadcast electronically to all Reserve Banks and all high-volume Funds Participants.

11.0 ADVICES OF CREDIT AND DEBIT; REPORTING OF ERRORS

- 11.1** The Reserve Banks provide advices of credit by electronic data transmission to on-line receiving banks that receive Payment Orders or notices over the Fedwire Funds Service. The Reserve Banks provide advices of credit by telephone to off-line receiving banks that receive Payment Orders or notices over the Fedwire Funds Service. The Reserve Banks do not give telephone advices of credit for transfers identified as type code 16 settlement transactions to off-line receiving banks unless the receiving bank has notified the Reserve Bank holding its Master Account in writing that it maintains an account for another bank or has otherwise requested telephone advice for these transfers. A Reserve Bank also provides an advice of credit to a Funds Participant as a receiving bank in its Master Account statement and provides an advice of debit to a Funds Participant as a sender in its Master Account statement.
- 11.2** The Reserve Banks send advices of credit to the office of the Funds Participant specified by the Funds Participant. A Reserve Bank has properly executed a

Payment Order if, at the request of the Funds Participant, the Reserve Bank sends the advice of credit representing the Payment Order to an office of the Funds Participant other than the office of the Funds Participant identified in the Payment Order by an identifying number.

- 11.3** In addition to the requirement for prompt notice under Section 210.28 of Regulation J and Sections 4A-204 and 4A-304 of Article 4A, a Funds Participant shall notify the Reserve Bank holding its Master Account immediately if it learns of or discovers, from any source other than an advice of debit from a Reserve Bank, the possibility of error or lack of authority in the transmission or processing of a Payment Order. A receiving bank must also notify the Reserve Bank holding its Master Account immediately of any discrepancy between a Payment Order or advice of credit sent by a Reserve Bank to the receiving bank by telephone or electronic data transmission and an advice of credit subsequently mailed or delivered by a Reserve Bank to the receiving bank.

12.0 INFORMATION ENTRIES

- 12.1** Any information recorded in a Subaccount of a Funds Participant is for information purposes only and does not effect payment for purposes of Regulation J, Article 4A or this circular.

13.0 NONVALUE MESSAGES

- 13.1** The Reserve Banks handle messages that do not generate an accounting entry by the Fedwire Funds Service system, designated as a subtype code 01 (request for reversal), 07 (request for reversal of prior day transfer), 31 (request for credit transfer), 33 (refusal of request for funds), or 90 (service message). These messages are not Payment Orders, but are subject to the Reserve Banks' format and media requirements, security procedures and time and fee schedules. This Circular does not impose any obligation on the recipient to respond to a request for reversal or credit transfer. A Reserve Bank's liability for damage caused by its failure to exercise ordinary care or act in good faith in processing a nonvalue message shall not exceed the amount of any fee paid to a Reserve Bank for the message.

14.0 CANCELLATION AND AMENDMENT OF PAYMENT ORDERS

- 14.1** By requesting cancellation or amendment of a Payment Order, the sender may be liable under Section 4A-211 of Article 4A unless the request states "NO INDEMNITY."

15.0 CHARGES

- 15.1** The fees imposed for funds transfer services are listed in the Reserve Banks' fee schedules as amended from time to time.

- 15.2** The Master Account of the Funds Participant is debited for fees associated with funds transfers over the Fedwire Funds Service.

16.0 RECOVERY, RESILIENCY, AND TESTING

- 16.1** Funds Participants shall develop, implement, and maintain their own contingency and recovery plans, such as back-up computer and operations facilities, to ensure their ability to continue their Fedwire Funds Service operations in the event of equipment failure or other operational interruption. The Reserve Banks assume no responsibility for providing any back-up access facilities.
- 16.2** In the event of an emergency or failure of a Reserve Bank's computer or operations facilities, Payment Orders may be delayed until the emergency or failure is resolved. During extended disruptions, the Reserve Bank's Fedwire Funds Service operations may be relocated to an alternate production site. Senders, receiving banks, and beneficiaries should refer to the Reserve Bank's contingency guidelines regarding their requirements and responsibilities during contingency operations.
- 16.3** Funds Participants shall be prepared to reconcile their positions up to the point of the failure under the Reserve Bank's instructions.
- 16.4** The Reserve Bank will notify Funds Participants of an operating problem at a Reserve Bank and, should the problem be deemed critical, will give instructions.
- 16.5** In each case at the Funds Participant's expense, the Reserve Banks may require a Funds Participant (i) to test its ability to continue to use and access the Fedwire Funds Service following Reserve Bank prescribed contingency scenarios and (ii) to establish and periodically test an additional electronic communication channel through which the Funds Participant may send or receive Payment Orders and other messages. In determining whether a Funds Participant is subject to these requirements, the Reserve Banks may consider the aggregate value, the aggregate volume, or the purpose of Payment Orders sent and received by that Funds Participant.
- 16.6** Each Funds Participant shall test its ability to continue to use and access the Fedwire Funds Service before it or its Service Provider make changes to their operations, hardware, or software that might affect the Funds Participant's ability to continue to use and access the service. Each Funds Participant also shall, as directed by the Reserve Banks, test its ability to continue to use the Fedwire Funds Service in advance of changes to operations, hardware, or software the Reserve Banks make that may affect the Fedwire Funds Service.
- 16.7** The Reserve Banks are not liable for any loss or damage that might arise because a Funds Participant or its Service Provider fails to perform its obligations under this section 16. Each Funds Participant and the Service Provider shall indemnify and hold the Reserve Banks harmless against any claim, loss, cost or expense, including, but not limited to, attorneys' fees and expenses of litigation,

that may arise because the Funds Participant or the Service Provider fails to perform its obligations under this section 16.

17.0 MULTIPLE MASTER ACCOUNTS

- 17.1** Under certain circumstances a Funds Participant may have multiple Master Accounts at its Administrative Reserve Bank and/or one or more Master Accounts at Reserve Banks other than its Administrative Reserve Bank.
- 17.2** Notwithstanding any provision of this Circular, during any period when a Funds Participant is authorized to maintain multiple Master Accounts, any debit or credit made pursuant to this Circular will be made to the Master Account associated with the identifying number used in the Transfer.

18.0 THIRD PARTY SERVICE PROVIDERS

- 18.1** A Fedwire Participant may authorize another entity to act as its Service Provider by executing the agreement in Appendix C. A Fedwire Participant must use the agreement in Appendix C even if it is establishing the Service Provider relationship for contingency purposes only and even if the Service Provider is affiliated with the Fedwire Participant. Until the agreement in Appendix C is received by the Appropriate Reserve Bank, a Fedwire Participant may not use a Service Provider. A Fedwire Participant's authorization is effective no earlier than the business day following the business day that the Appropriate Reserve Bank receives the fully-executed agreement in the form of Appendix C.
- 18.2** By executing the agreement in Appendix C, a Fedwire Participant authorizes a Service Provider to act on its behalf under this Circular and its Appendices and:
(a) designates the Service Provider as its agent for accessing the Reserve Bank's systems for sending or receiving Funds Transfers and/or Securities Transfers, (b) authorizes the Service Provider to select which security procedures (described in section 2 of Appendix A to Operating Circular 5) to use to access the Reserve Bank's systems, and (c) authorizes the Reserve Banks to act upon information and instructions of the Service Provider with respect to that Fedwire Participant.
- 18.3** Any Funds Transfer or Securities Transfer initiated by, transmitted by or through, or received by or through a Service Provider is as fully authorized and effective a Funds Transfer or Securities Transfer as if it were initiated, transmitted, or received by the Fedwire Participant.
- 18.4** A Funds Transfer or Securities Transfer is sent to a Reserve Bank when it is transmitted to the Fedwire Funds Service or the Fedwire Securities Service by the Service Provider. It is the responsibility of the Fedwire Participant and its Service Provider to implement appropriate security controls to protect any information that flows between the Fedwire Participant and the Service Provider.

- 18.5** By authorizing a Service Provider to act on its behalf, a Fedwire Participant agrees that: (a) its Service Provider may be granted credentials identifying the Service Provider as authorized to access the Fedwire Service(s); (b) its Service Provider may use those credentials to act on behalf of the Fedwire Participant; and (c) at the option of its Service Provider, the Service Provider may use the same credentials to access the Fedwire Service(s) on behalf of other Fedwire Participants that have designated the Service Provider to act on their behalf.
- 18.6** By authorizing a Service Provider to act on its behalf, a Fedwire Participant agrees that (a) the Reserve Banks may establish an electronic connection with the Service Provider for its use in sending and receiving Funds Transfers and/or Securities Transfers on the Fedwire Participant's behalf, and (b) the Service Provider may use the same electronic connection to send and receive Funds Transfers and/or Securities Transfers on behalf of other Fedwire Participants that have designated the Service Provider to act on their behalf.
- 18.7** It is the responsibility of the Fedwire Participant and its Service Provider to establish controls sufficient to ensure that the Service Provider properly segregates the Funds Transfers and/or Securities Transfers of the Fedwire Participant from the Funds Transfers and/or Securities Transfers of other Fedwire Participants. The Reserve Banks are not required to take, and will not take, any measures to ensure that the Fedwire Participant's Funds Transfers and/or Securities Transfers are properly identified or segregated by the Service Provider.
- 18.8** By authorizing a Service Provider to act on its behalf, a Fedwire Participant designates the Service Provider as the proper place for sending Funds Transfers and/or Securities Transfers, acknowledgments and other advices and notices. Unless the Fedwire Participant intends to use the Service Provider for contingency purposes only, a Reserve Bank properly executes a Payment Order as stated in section 11.2 of this Circular if it sends an advice of credit representing the Payment Order to the Service Provider. If a Fedwire Participant has informed the Appropriate Reserve Bank that it intends to use its Service Provider for contingency purposes only, the Reserve Bank may send Funds Transfers and/or Securities Transfers, acknowledgments and other advices and notices to the Fedwire Participant or the Service Provider.
- 18.9** A Funds Transfer or Securities Transfer initiated, transmitted, or received by a Service Provider or sent over an electronic connection managed by a Service Provider is subject to this Circular or Operating Circular 7 as appropriate and any other relevant operating circular(s) of the Reserve Bank, as well as any policy or regulation of the Board of Governors of the Federal Reserve System with respect to the wire transfer of funds, book-entry securities, electronic access and payments system risk.
- 18.10** A Service Provider is not a sender or receiving bank as defined in Article 4A with respect to Payment Orders it sends or receives as Service Provider for a Fedwire Participant.
- 18.11** The designation of a Service Provider by a Fedwire Participant shall in no way affect or diminish any obligation or duty of the Fedwire Participant under this

Circular or its Appendices or the terms of any separate Circular or agreement governing a particular Reserve Bank service. It is the responsibility of the Fedwire Participant to ensure that its Service Provider complies with the Fedwire Participant's obligations under this Circular or its Appendices and the terms of any separate operating circular or agreement governing a particular Reserve Bank service. The Fedwire Participant shall retain full responsibility for management of its Master Account with respect to both its intraday and overnight positions. Any overdraft incurred is a binding obligation of the Fedwire Participant to the Reserve Bank holding its Master Account.

- 18.12** A Funds Transfer or Securities Transfer initiated by, transmitted by or through or received by or through a Service Provider constitutes the initiation or receipt of the Transfer by the Fedwire Participant for purposes of authorizing the Reserve Bank to debit or credit the Master Account or Securities Account, as the case may be.
- 18.13** The Fedwire Participant and the Service Provider shall indemnify and hold the Reserve Banks harmless against any claim, loss, cost or expense, including, but not limited to, attorneys' fees and expenses of litigation, resulting from the third party access arrangement or the acts or omissions of either the Fedwire Participant or the Service Provider or their agents except, however, for any claim, loss, cost or expense arising solely out of a Reserve Bank's failure to exercise ordinary care or to act in good faith.
- 18.14** A Fedwire Participant or Service Provider may terminate a third party access arrangement by providing prior written notice to the Appropriate Reserve Bank. Such notice shall be effective on the date stated in the notice, but no earlier than the close of the funds transfer business day of the day written notice is received by the Appropriate Reserve Bank.

19.0 RIGHT TO AMEND

- 19.1** The Reserve Banks reserve the right to amend this Circular at any time without prior notice.

20.0 ELECTRONIC DOCUMENTS

- 20.1** To the extent any provision in Article 4A requires an agreement or other document to be in writing, a Reserve Bank may, at its discretion, accept documents in electronic form.

21.0 EFFECT OF THIS CIRCULAR ON PREVIOUS CIRCULAR

- 21.1** This Circular supersedes the Reserve Banks' Operating Circular 6, Funds Transfers Through the Fedwire Funds Service, with an effective date of March 18, 2019 (including any appendices and supplements thereto), and is effective on December 20, 2019.

"Fedwire" is a registered service mark of the Federal Reserve Banks. A complete list of marks owned by the Federal Reserve Banks is available at [FRBservices.org](https://frb.org/frb-services).

APPENDIX A: FUNDS-TRANSFER SECURITY PROCEDURES

1.0 GENERAL

This appendix incorporates by reference section 2 of Appendix A to Operating Circular 5, including its description of the Security Procedures offered by the Reserve Bank holding the Master Account of each Funds Participant.



APPENDIX A-1: FEDWIRE® FUNDS SERVICE SECURITY PROCEDURE AGREEMENT

*Required Fields

Section 1: Service Description and Agreement Instructions

The Fedwire Funds Service Security Procedure Agreement is Appendix A-1 to Operating Circular 6 – Funds Transfers through the Fedwire Funds Service. This agreement must be completed by all Fedwire Funds Service customers.

The agreement must be ink signed by an individual listed on your financial institution's Official Authorization List (OAL). The Federal Reserve Bank requires you to mail the **original** of the completed agreement to the Federal Reserve Banks' Customer Contact Center at the address listed below. Please retain a copy of the completed agreement for your records. Any agreement that is incomplete will be returned to the sender.

For assistance completing this agreement, please contact the Wholesale Operations Site at (800) 333-2448, option 2 or (800) 327-0147, option 2.

Mail the original of the completed agreement to the Federal Reserve Banks' Customer Contact Center at:

Customer Contact Center
Federal Reserve Bank of Kansas City
P.O. Box 219416
Kansas City, MO 64121-9416

Section 2: Customer Information

Financial Institution Name*			
Identification Number (RTN)*			
Street Address*			
City*			
State*			
Zip Code*			
Main Phone Number	<i>Country Code</i>	<i>Phone</i>	<i>Extension</i>

Section 3: Service Specific Information

To: Federal Reserve Bank of _____
Administrative Reserve Bank (or Reserve Bank holding the Master Account)

We, the institution identified in section 2 above, agree to the provisions of your Operating Circular No. 6 and its appendices A and B, and if applicable D ("Circular"), as amended from time to time.

If we (or a Service Provider that we have designated under Appendix C) use an encrypted communications line with access controls for the transmission or receipt of a payment order to or from a Reserve Bank, we choose the On-Line Security Procedure offered as generally described in Appendix A to the Circular. This Security Procedure will be used for the purpose of verifying that a payment order or a communication amending or canceling a payment order (collectively a "payment order") was issued or received by us.

If we (or a Service Provider that we have designated under Appendix C) use the telephone to orally transmit or receive a payment order to or from a Reserve Bank, we reject the On-Line Security Procedures offered by you and choose the Off-Line Security Procedures generally described in Appendix A to the Circular. This Security Procedure will be used for the purpose of verifying that a payment order was issued or received by us.

Whenever we (or a Service Provider that we have designated under Appendix C) choose to use one of your Security Procedures, we reject the other Security Procedures, and if any one of the rejected Security Procedures is commercially reasonable for us, we agree to be bound by any payment order, whether or not authorized, if it was issued in our name and accepted by a Reserve Bank in compliance with the Security Procedure we selected, subject to Section 4A-203 of Article 4A of the Uniform Commercial Code.

We understand that the On-Line and Off-Line Security Procedures will not be used to detect an error in the transmission or content of a payment order.

We also understand and agree that the Security Procedures established by this agreement may be changed only by an amendment to Appendix A, which may be published on a Reserve Bank's website, or other written agreement. This agreement may not be changed by an oral agreement or by a course of dealing or custom.

Section 4: Authorization

The undersigned is signing this agreement on behalf of the institution identified in section 2 above.

The signer of this agreement must appear as an authorized individual on your financial institution's OAL currently on file with the Federal Reserve Banks.

Authorized Signer Name*	First	MI	Last
Authorized Signer Email Address*			
Authorized Signer Phone Number*	Country Code	Phone	Extension
Authorized Signature*			Date Signed

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Last updated: {December 2019}

APPENDIX B: TIME SCHEDULE FOR FUNDS TRANSFERS THROUGH THE FEDWIRE® FUNDS SERVICE¹

ON-LINE TRANSFERS

Opening of the Fedwire Funds Service² 9:00 p.m. (ET)

Cut-off Hour for Foreign Payment Orders³ 5:00 p.m. (ET)

Cut-off Hour (other than Settlement Payment Orders)⁴ 6:00 p.m. (ET)

Cut-off Hours for Settlement Payment Orders⁴ 6:30 p.m. (ET)

OFF-LINE TRANSFERS

Opening of the Fedwire Funds Service² 9:00 a.m. (ET)

Cut-off Hour for Foreign Payment Orders³ 4:30 p.m. (ET)

Cut-off Hour (other than Settlement Payment Orders)⁴ 5:30 p.m. (ET)

Cut-off Hours for Settlement Payment Orders⁴ 6:00 p.m. (ET)

¹ For purposes of determining a Reserve Bank's rights and obligations under Regulation J, Article 4A and this Circular, each Reserve Bank's funds transfer business day begins at 9:00 p.m. Eastern Time on the preceding calendar day and ends at 6:30 p.m. Eastern Time regardless of the Reserve Bank's geographic location or time zone. The Reserve Banks' normal banking days are Mondays through Fridays. The Reserve Banks observe the following standard holidays: All Saturdays, All Sundays, New Year's Day (January 1), Martin Luther King's Birthday (third Monday in January), Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Columbus Day (second Monday in October), Veterans' Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25). If January 1, July 4, November 11, or December 25 fall on a Sunday, the next following Monday is a standard Reserve Bank holiday. When a non-holiday (for example, a non-holiday Monday) follows a standard holiday (for example, Sunday), the funds transfer business day shall begin at 9:00 p.m. Eastern Time on the holiday (the Sunday).

² The Reserve Banks may decide, in their sole discretion, to open or close the Fedwire Funds Service at an earlier time, or extend the Fedwire Funds Service, to facilitate special market needs.

³ A foreign payment order is for a transfer to a foreign central bank or other international agency having an account at the Federal Reserve Bank of New York, and must be designated by type code 15.

⁴ A settlement payment order sent during the settlement period must be designated by type code 16. A settlement payment order is a payment order in which the originator and the beneficiary are each either (i) a bank subject to Federal Reserve reserve requirements (whether or not it actually maintains reserves), or (ii) a participant in a net settlement arrangement approved by a Reserve Bank as an eligible originator or beneficiary of a settlement payment order sent during the settlement period.

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APPENDIX C: FEDWIRE® FUNDS AND FEDWIRE SECURITIES SERVICE THIRD PARTY SERVICE ARRANGEMENT

*Required Fields

Section 1: Service Description and Form Instructions

The Third Party Service Arrangement form is Appendix C to Operating Circular 6 – Funds Transfers through the Fedwire Funds Service. The form is used by a financial institution that is a Fedwire Participant to authorize another entity to act as its Service Provider with respect to the Fedwire Funds Service and/or the Fedwire Securities Service.

Section 3A of the form must be ink signed by an individual listed on your financial institution's Official Authorization List (OAL) and section 3B of the form must be ink signed by an individual listed on your Service Provider's OAL. The Federal Reserve Bank requires you to mail the **original** of the completed form to the Federal Reserve Banks' Customer Contact Center at the address listed below. Please retain a copy of the completed form for your records. Any form that is incomplete will be returned to the sender.

For assistance completing this form, please contact the Wholesale Operations Site at (800) 327-0147, option 2 or (800) 333-2448, option 2.

Mail the original of the completed form to the Federal Reserve Banks' Customer Contact Center at:

Customer Contact Center
Federal Reserve Bank of Kansas City
P.O. Box 219416
Kansas City, MO 64121-9416

Section 2: Customer & Service Provider Information

Financial Institution Name*			
Identification Number (RTN)*			
Street Address*			
City*			
State*			
Zip Code*			
Main Phone Number*	<i>Country Code</i>	<i>Phone</i>	<i>Extension</i>

Service Provider Name*			
Identification Number (RTN/ETI)* Required only if Service Provider has an Identification Number			
Street Address*			
City*			
State*			
Zip Code*			
Main Phone Number*	Country Code	Phone	Extension

Section 3: Service Specific Information

A. Financial Institution

In accordance with section 18 of Operating Circular 6, we designate the Service Provider named in section 2 as our Service Provider for the following service(s):

Production & Contingency

☐ Fedwire Funds ☐ Fedwire Securities ☐ Both

Contingency Only¹

☐ Fedwire Funds ☐ Fedwire Securities ☐ Both

We authorize the above designated Service Provider to act on our behalf as specified in Operating Circular 6, including the selection of a security procedure. If our Service Provider will be operating at a location outside of the United States, we represent and warrant that the Third Party Service Arrangement will not result in our noncompliance with any U.S. State and Federal laws and regulations, including but not limited to privacy laws and retaining and making accessible records in accordance with the Bank Secrecy Act and regulations promulgated thereunder.

The undersigned is signing this agreement on behalf of the financial institution identified in section 2 above.

The signer of this form must appear as an authorized individual on your financial institution's OAL currently on file with the Federal Reserve Banks.

Authorized Signer Name*	First	MI	Last
Authorized Signer Email Address*			
Authorized Signer Phone Number*	Country Code	Phone	Extension
Authorized Signature*			Date Signed

¹ If a Fedwire Participant intends to use its Service Provider for contingency purposes only, the Reserve Bank may send Funds Transfers and/or Securities Transfers, acknowledgments and other advices and notices to the Fedwire Participant or the Service Provider.

B. Service Provider

We agree to the terms of your Operating Circular 5, and Operating Circulars 6 and 7 as appropriate, and agree to act as a Service Provider for the financial institution identified in section 2. We plan to provide these services from our offices located at:

Address City State Zip

If this location is outside of the United States, we agree that Operating Circular 5, and Operating Circulars 6 and 7 as appropriate, and this Appendix C are governed by the federal law of the United States of America and, to the extent not inconsistent therewith, the law of the state in which the Reserve Bank's head office is located (excluding that state's law regarding conflicts of law) and hereby:

- irrevocably submit to the exclusive jurisdiction of the U.S. District Court and Division where the head office of the Reserve Bank is located with respect to any suit, action or proceeding arising out of or relating to this Third Party Service Provider Arrangement, and hereby irrevocably agree that all such matters may be heard and determined in such court;
- expressly submit to the jurisdiction in personam of such court and waive any objection to venue in such court with respect to any suit, action or proceeding arising out of or relating to this Third Party Service Provider Arrangement; and
- irrevocably appoint _____, with an office at _____ (address), as our agent to receive on our behalf service of copies of the summons, complaint and any other process which may be served in any suit, action or proceeding referred to above.

The undersigned is signing this agreement on behalf of the Service Provider identified in section 2 above.

The signer of this form must appear as an authorized individual on the Service Provider's OAL currently on file with the Federal Reserve Banks.

Authorized Signer Name*	First	MI	Last
Authorized Signer Email Address*			
Authorized Signer Phone Number*	Country Code	Phone	Extension
Authorized Signature*			Date Signed

Federal Reserve Use Only

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Last updated: {December 2019}

APPENDIX D: FEDPAYMENTS® MANAGER FOR THE FEDWIRE® FUNDS SERVICE

This appendix sets forth the terms under which a Reserve Bank provides the FedPayments® Manager service. A Funds Participant that uses FedPayments Manager is bound by this appendix.

1.0 GENERAL

- 1.1** FedPayments Manager is an application owned and operated by the Reserve Banks and running on Reserve Bank servers that a Funds Participant may use as described in this appendix. An FPM Customer has only those rights to use FedPayments Manager expressly provided in this appendix.
- 1.2** An FPM Customer that accesses the Fedwire Funds Service through the FedLine Advantage® access solution may use FedPayments Manager to create, send, or receive Messages and to enable certain processing and e-mail notification options. An FPM Customer that sends Messages to the Fedwire Funds Service off-line or through the FedLine Direct® access solution may use FedPayments Manager to extend certain processing and e-mail notification options enabled in FedPayments Manager to Messages sent using those channels.
- 1.3** A sender may use FedPayments Manager to format payment orders to be submitted to the Fedwire Funds Service, to receive Acknowledgments of receipt of a payment order it issues over the Fedwire Funds Service, and to enable certain processing and e-mail notification options. A sender that uses FedPayments Manager for any of these purposes is bound by this appendix.
- 1.4** A receiving bank or beneficiary may use FedPayments Manager to receive payment orders and nonvalue messages sent to it over the Fedwire Funds Service. A receiving bank or beneficiary that uses FedPayments Manager to receive payment orders or nonvalue messages is bound by this appendix.
- 1.5** Each FPM Customer shall assign a sufficient number of staff with the appropriate access roles to perform FedPayments Manager's various functions. Each FPM Customer shall have such staff available during FedPayments Manager's operating hours. The Reserve Banks are not liable if an FPM Customer cannot release a Message to the Fedwire Funds Service because it does not have such staff available.
- 1.6** In no event shall an FPM Customer or its officers, employees, agents, or contractors:
 - 1.6.1** modify, add to, translate, reverse assemble, reverse compile, decompile, or otherwise attempt to derive the source code for FedPayments Manager;
 - 1.6.2** introduce malicious code or other information (e.g., virus, Trojan horse, worm) that could adversely impact the performance of FedPayments Manager; or

1.6.3 attempt to interfere with the normal operation of a Reserve Bank server or of the network over which FedPayments Manager is provided.

1.7 FedPayments Manager is not a funds-transfer system, and this appendix is not a funds-transfer system rule.

2.0 DEFINITIONS

2.1 Unless otherwise stated in this appendix, a term defined in Regulation J, including a term defined in Article 4A of the Uniform Commercial Code to the extent consistent with Regulation J, or in the body of Operating Circular 6 has the same meaning in this appendix.

2.2 For purposes of this appendix:

2.2.1 “Acknowledgment” means an outgoing Message the status of which is shown in FedPayments Manager as “completed” or “rejected.”

2.2.2 “Advice of Credit” means a payment order in an incoming message folder in FedPayments Manager.

2.2.3 “FPM Customer” means a Funds Participant that uses FedPayments Manager, regardless of whether it uses FedPayments Manager to create, send, or receive Messages or to enable certain processing or e-mail notification options, or both.

2.2.4 “FedLine Direct Customer” means an FPM Customer that has established a connection with a Reserve Bank using the FedLine Direct access solution.

2.2.5 “Message” means a payment order or a nonvalue message.

2.2.6 “Service Unit” means a feature in FedPayments Manager that an FPM Customer may use to segregate Messages and to segregate subscribers that can perform certain functions in FedPayments Manager.

3.0 MESSAGE STATUS

3.1 A Message entered into FedPayments Manager may be canceled by the FPM Customer at any time prior to the release of the Message to the Fedwire Funds Service.

3.2 A Message entered into FedPayments Manager does not give rise to any obligation on the part of a Reserve Bank to act with respect to the Message unless and until the Message is received by the Fedwire Funds Service.

3.3 A Message is received by the Fedwire Funds Service when the Fedwire Funds Service time-stamps the Message. Once received by the Fedwire Funds Service, Regulation J and Operating Circular 6 govern the processing of the Message by the Reserve Banks. The Fedwire Funds Service time-stamp

determines whether a particular cut-off hour for the Fedwire Funds Service has been met.

3.4 A Message entered into FedPayments Manager that shows a status of “awaiting service availability” is released by FedPayments Manager to the Fedwire Funds Service when the Fedwire Funds Service opens.

3.5 A Message that has been released by FedPayments Manager to the Fedwire Funds Service will not necessarily be accepted by the Fedwire Funds Service.

4.0 DELIVERY OF MESSAGES, ACKNOWLEDGMENTS, AND ADVICES

4.1 By using FedPayments Manager an FPM Customer that is not a FedLine Direct Customer designates FedPayments Manager as the proper place for the Fedwire Funds Service to deliver Messages, Acknowledgments, and other advices and notices. An FPM Customer that is a FedLine Direct Customer may designate FedPayments Manager as the proper place for the Fedwire Funds Service to deliver Messages, Acknowledgments, and other advices and notices by instructing the FedLine Direct Customer’s Appropriate Reserve Bank in writing. Any such designation by a FedLine Direct Customer is effective only after the Appropriate Reserve Bank has processed the request.

4.2 If an FPM Customer designates FedPayments Manager as the proper place for the Fedwire Funds Service to deliver Messages, Acknowledgments, and other advices and notices, the FPM Customer receives a Message, Acknowledgment, or other advice or notice sent by a Reserve Bank as follows: (i) if FedPayments Manager is available, at the time that the Message, Acknowledgment, or other advice or notice is made available to the FPM Customer in FedPayments Manager; or (ii) if FedPayments Manager is not available, at the time that FedPayments Manager reopens with the posted Message, Acknowledgment, or other advice or notice. In each case, under Regulation J, a Reserve Bank accepts a Message that is a payment order no later than the time at which it delivers a related Advice of Credit to FedPayments Manager.

4.3 An FPM Customer shall monitor FedPayments Manager for incoming Messages, Acknowledgments, and other advices or notices and shall manage its communications connection (including its browser) to permit it to access FedPayments Manager throughout a Fedwire funds-transfer business day.

5.0 SERVICE UNITS

5.1 An FPM Customer may establish one or more Service Units in FedPayments Manager to accommodate the FPM Customer’s specific informational needs. The use of multiple Service Units is for the convenience of the FPM Customer only. Except as described in sections 6.0 and 7.0 with respect to the available processing and e-mail notification options, use of multiple Service Units does not create any special obligations on the part of a Reserve Bank with respect to Messages released by the FPM Customer using the various Service Units.

5.2 An FPM Customer may assign one or more subscribers to a Service Unit to perform the functions permissible within the Service Unit.

- 5.3** Any name used by an FPM Customer or a Reserve Bank to identify a Service Unit is for convenience only and does not in any way alter or affect the Reserve Bank's right to treat the FPM Customer as exclusively entitled to instruct the Reserve Banks, and identify agents that may instruct the Reserve Banks, on the FPM Customer's behalf, with respect to the FPM Customer's master account.

6.0 PROCESSING OPTIONS

- 6.1** FedPayments Manager offers each FPM Customer a variety of processing options to help it manage how it creates, updates, and verifies Messages in FedPayments Manager. An FPM Customer may enable and modify these processing options within one or more Service Units, and if enabled, each will apply to Messages created, modified, or verified through the Service Unit within which the processing option is enabled.
- 6.2** FedPayments Manager also offers each FPM Customer the capability to enable certain processing options for Messages the FPM Customer sends off-line or through the FedLine Direct access solution by extending the processing options enabled within a Service Unit by the FPM Customer as described in section 6.1. An FPM Customer may only extend those processing options through a single Service Unit; if it does so, those processing options will apply to all Messages sent to the Fedwire Funds Service by the FPM Customer off-line or through the FedLine Direct access solution.
- 6.2.1** If FedPayments Manager is unavailable, processing options enabled by an FPM Customer in accordance with section 6.2 will continue to apply to Messages the FPM Customer sends off-line or through the FedLine Direct access solution. The Reserve Banks may reject Messages that violate a processing option enabled by an FPM Customer even if the FPM Customer desires but is unable to modify its processing options because FedPayments Manager is unavailable.
- 6.3** Each FPM Customer is solely responsible for choosing the options that are best suited, in its judgment, to its funds-transfer business and risk tolerance. For certain processing options, the Reserve Banks may establish default settings. Each FPM Customer shall review and determine whether the default settings are appropriate and shall modify them if they are not. The Reserve Banks may require an FPM Customer to perform testing before making certain options available.
- 6.4** Use of certain processing options may preclude an FPM Customer's ability to release Messages from FedPayments Manager to the Fedwire Funds Service. The Reserve Banks have no liability if an FPM Customer is unable to release a Message to the Fedwire Funds Service for processing because of the processing option settings in FedPayments Manager, whether selected by the FPM Customer or left unchanged from the default settings established by the Reserve Banks.
- 6.5** Subject to certain restrictions (such as when the Reserve Banks impose testing requirements before certain options become available or such as the restrictions described in section 10.0), FPM Customers may change their processing options

at any time when FedPayments Manager is available. Changes to processing options will take effect immediately.

- 6.6** Consistent with section 1.5, each FPM Customer must have staff with the appropriate access roles available to enable or modify the FPM Customer's processing options. The Reserve Banks are not liable if an FPM Customer cannot enable or modify its processing options because the FPM Customer does not have such staff available.
- 6.7** The Reserve Banks anticipate that each FPM Customer will need to change its processing options from time to time based on its funds-transfer business and risk tolerance. The Reserve Banks assume no responsibility for monitoring how an FPM Customer uses (or fails to use) the processing options that are available to it in FedPayments Manager or for monitoring how an FPM Customer modifies its processing options.
- 6.8** The Reserve Banks may provide warnings in FedPayments Manager if an FPM Customer has not enabled certain processing options. These warnings are provided solely as a convenience for FPM Customers. The Reserve Banks are not liable for the absence of warnings for other processing options.

7.0 E-MAIL NOTIFICATION OPTIONS

- 7.1** FedPayments Manager offers each FPM Customer e-mail notification options designed to generate e-mail notices about certain Messages released to the Fedwire Funds Service using FedPayments Manager and about changes to certain processing and e-mail notification options. An FPM Customer may enable and modify these e-mail notification options within one or more Service Units, and if enabled, each e-mail notification will apply to (i) Messages released through the Service Unit in which the e-mail notification option is enabled and (ii) the options enabled or modified in the Service Unit in which the e-mail notification option is enabled.
- 7.2** FedPayments Manager also offers each FPM Customer the capability to enable certain e-mail notification options Messages sent by the FPM Customer off-line or through the FedLine Direct access solution by extending certain e-mail notification options enabled within a Service Unit by the FPM Customer as described in section 7.1. An FPM Customer may only extend those e-mail notification options through a single Service Unit; if it does so, those e-mail notification options will apply to all Messages sent to the Fedwire Funds Service by the FPM Customer off-line or through the FedLine Direct access solution.
- 7.3** The e-mail notices described in this section 7.0 may relate to Messages successfully processed by the Fedwire Funds Service or those rejected by the Fedwire Funds Service because the Messages violated a processing option enabled by the FPM Customer. Such e-mail notices are not Messages, Acknowledgments, or Advices of Credit, and an FPM Customer may not rely on e-mail notices generated by FedPayments Manager to determine whether a Reserve Bank accepted a Message released to the Fedwire Funds Service.

- 7.4** FedPayments Manager allows FPM Customers to provide up to five e-mail addresses for each e-mail notification option. If an FPM Customer enables an e-mail notification option, the Reserve Banks will make best efforts, but are under no obligation, to send to those addresses an e-mail notification.

8.0 TREATMENT OF INFORMATION

- 8.1** Information created or received in FedPayments Manager is treated as confidential information of the FPM Customer and will be used by the Reserve Banks only as provided in section 8.2 of this appendix.
- 8.2** The Reserve Banks may access and use information in FedPayments Manager:
- 8.2.1** To respond to a request of the FPM Customer that entered the information into FedPayments Manager;
 - 8.2.2** To perform routine backup and maintenance of FedPayments Manager;
 - 8.2.3** For reconciliation purposes during a Fedwire Funds Service or FedPayments Manager contingency;
 - 8.2.4** To resolve the status of a Message that has been released to the Fedwire Funds Service but, after a reasonable period, has not been accepted or rejected by the Fedwire Funds Service;
 - 8.2.5** To analyze how FPM Customers are using various features of FedPayments Manager (such information not including the content of Messages in FedPayments Manager);
 - 8.2.6** As required by law; or
 - 8.2.7** As permitted by law if such use is also consistent with the Reserve Banks' information access policy.
- 8.3** An FPM Customer may view in FedPayments Manager and print a Message, Acknowledgment, or other advice or notice created or received by the FPM Customer in FedPayments Manager only during the current cycle date and the preceding 15 months. Certain audit trail information is also available for viewing and printing in FedPayments Manager for this period. Except as provided in section 8.6, all information in FedPayments Manager is deleted if it is more than 15 months old.
- 8.4** FedPayments Manager offers FPM Customers the ability to export certain Messages. Not all Messages can be exported.
- 8.5** Any information in FedPayments Manager that is backed up by the Reserve Banks is also subject to the limitations in section 8.2 of this appendix.
- 8.6** Messages that have been created in FedPayments Manager but have not yet been released to the Fedwire Funds Service are stored indefinitely in FedPayments Manager. The Reserve Banks reserve the right to delete such

Messages from time to time. In general, they will exercise that right when they are implementing changes to the FedPayments Manager application.

9.0 HOURS OF OPERATION

- 9.1** FedPayments Manager is available from 8:00 p.m. ET each day that precedes a Fedwire funds-transfer business day until 7:00 p.m. ET the next day. The Reserve Banks may decide, in their sole discretion, to open or close FedPayments Manager at an earlier time to facilitate special market needs.
- 9.2** If there is an extension of the Fedwire Funds Service operating hours, FedPayments Manager may also be extended. The reopening of FedPayments Manager may also be affected if there is an extension of the Fedwire Funds Service operating hours.

10.0 TERMINATION AND ACCESS RESTRICTIONS

- 10.1** A Reserve Bank may terminate or restrict access to FedPayments Manager by an FPM Customer or its service provider at any time without notice if the Reserve Bank has reason to believe that such access does not comply with any agreement with a Reserve Bank, including this appendix, or that such access otherwise poses a risk to a Reserve Bank, any other FPM Customer, or the security or proper functioning of FedPayments Manager or the Fedwire Funds Service.
- 10.2** Actions by a Reserve Bank to restrict access to FedPayments Manager may include, among others, restricting access to send or receive Messages using the service, restricting access by one or more individuals authorized to use the service on a FPM Customer's behalf, and imposing, modifying, or restricting modifications to one or more of the processing options described in this appendix.
- 10.3** A Reserve Bank may otherwise terminate or restrict access to FedPayments Manager at any time upon notice to an FPM Customer or its service provider. A Reserve Bank taking an action under this section 10.3 is not obliged to but will endeavor to give such a notice five days in advance of terminating or restricting the FPM Customer's or a service provider's access to the service.

11.0 LIABILITY

- 11.1** The Reserve Banks are not liable for loss or damage resulting from a problem beyond their reasonable control. This includes, but is not limited to, loss or damage resulting from any delay, error, or omission in the transmission of any information between the FPM Customer and FedPayments Manager and loss or damage resulting from the acts or omissions of internet service providers. The Reserve Banks are also not liable for loss or damage resulting from acts of war, riots, civil unrest, strikes, labor disputes, acts of terrorism, acts of God, or acts of nature.

- 11.2** In addition to the exclusions of their liability elsewhere in this appendix, the Reserve Banks are not liable for any loss or damage resulting from FedPayments Manager being unavailable.
- 11.3** Nothing in this appendix relieves a Reserve Bank from responsibility for its own failure to exercise ordinary care or to act in good faith in operating FedPayments Manager. A Reserve Bank's liability under this appendix is strictly limited to damages proximately suffered by an FPM Customer and does not extend to lost profits, claims by third parties, or consequential or incidental damages even if the Reserve Bank had been informed of the possibility of such damages.

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