

PEHTEE-NU LLC, ARIEL IGHUMA SAMA

Proposal and Comment Information

Title: Proposed Third-Party Risk Management Guide for Traditional Community Banking Organizations, OP-1880

Comment ID: FR-2026-0030-01-C14

Submitter Information

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Organization Type: Company

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Docket No. OP-1880, Proposed Third-Party Risk Management Guide for Traditional Community Banking Organizations. Comment of Ariel Ighuma Sama, Founder, Pehtee-Nu LLC. The full comment is attached as a PDF.

October 12, 2026

To: Board of Governors of the Federal Reserve System (Docket No. OP-1880)

Re: Proposed Third-Party Risk Management Guide for Traditional Community Banking Organizations, 91 FR 58438 (September 15, 2026)

Thank you for the opportunity to comment. I am building verifiable audit trails for agentic payments. I have separately commented on the interagency Proposed Third-Party Risk Management Guidance (Docket No. OP-1881). This comment answers two of the Board's questions: which adjustments it should consider to the vendor categories in Section IV.C, and how the guide can better support contract negotiations.

I support the guide's purpose. A practical resource that avoids de facto standards is what traditional community banking organizations (TCBOs) need. This comment suggests no new requirement, only a few sentences that would keep the guide current as vendors begin to offer AI agents.

1. Vendor categories: AI agents arrive through the categories the guide already has

The question is not whether to add a ninth category. AI agents are reaching banks through the providers the guide already describes. In May 2026, Fiserv launched agentOS, built to operate across Fiserv's "core, payments, issuer processing, and servicing" platforms, with a marketplace that lets financial institutions "access Fiserv-built agents, build their own, or deploy third-party agents." Its first third-party agents support tasks including regulatory compliance, dispute management and reconciliation.¹ A community banking organization may therefore receive an AI agent from its core provider (Section IV.C.1) or its payment processing provider (Section IV.C.4) without engaging a new vendor at all.

The guide does not mention artificial intelligence. I suggest adding one consideration, either once among the overarching considerations in Section IV.B, or in both the core provider and payment processing discussions (Sections IV.C.1 and IV.C.4): where a provider offers an AI system that can prepare, initiate or approve transactions, the organization may consider whether it can obtain records of that system's individual actions (for example, what it was instructed, the information it acted on, what it executed, and which underlying model acted).

The guide's own compliance discussion shows why. It observes that a third party may perform "a service on the TCBO's behalf that is subject to a compliance regime," and that "third-party errors could leave a TCBO out of compliance."² For consumer accounts, Regulation E requires the institution to determine within 10 business days whether an error occurred in a disputed transfer, and to make available on request the documents it relied

on.³ If an AI agent made or prepared the transfer, some of what the institution needs to know may exist only in the vendor's records.

2. Contract negotiation: records are something a small bank can ask for

The guide recognizes that a community banking organization "may lack leverage in contract negotiations with certain third parties, and may not be able to obtain optimal terms."⁴ Standard terms in the wider market already place the consequences of an AI agent's actions on the customer. Stripe's Services Agreement, for example, provides that the user "is solely responsible for each action initiated by or through the AI Agent."⁵ A community bank is unlikely to negotiate such terms away.

What it can more realistically negotiate is access to records. The guide already points the way: it suggests contracts may address "access to audits and other relevant reports," and, at termination, "continuing obligations (e.g., transition assistance and log retention)."⁶ I suggest the guide add that, where a provider's AI system acts on transactions, the organization may consider contract terms for access to records of the system's individual actions, and for their retention for a period suited to the organization's dispute and examination needs. Vendor logs can be short: Oracle's documentation for one AI connector states that its execution log is available for 21 days in production.⁷ A community bank that learns of a disputed transfer later than that may find the record gone.

Like the rest of the guide, this would be a consideration, not an expectation, and would not prescribe a technology or format.

Respectfully submitted,

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1. Fiserv, "Fiserv Launches agentOS: The Operating System for Agentic AI in Banking," press release, May 14, 2026, <https://www.globenewswire.com/news-release/2026/05/14/3294727/0/en/Fiserv-Launches-agentOS-The-Operating-System-for-Agentic-AI-in-Banking.html>. ↩

2. 91 FR 58441 (Section IV.B.3, Compliance With Rules and Regulations). ↩

3. 12 CFR 1005.11(c)(1) and (d)(1). ↩

4. 91 FR 58440-58441 (Section IV.B.1) and note 8. ↩

5. Stripe Services Agreement, General Terms, Section 1.7 (last modified September 28, 2026), <https://stripe.com/legal/ssa>. ↩

6. 91 FR 58441 (Section IV.B.2, System and Information Security). ↩

7. Oracle, "Oracle AI Connector," Oracle documentation, 2026. ↩

7. Oracle NetSuite, "NetSuite AI Connector Service FAQ,"
https://docs.oracle.com/en/cloud/saas/netsuite/ns-online-help/article_4160616848.html. ↩