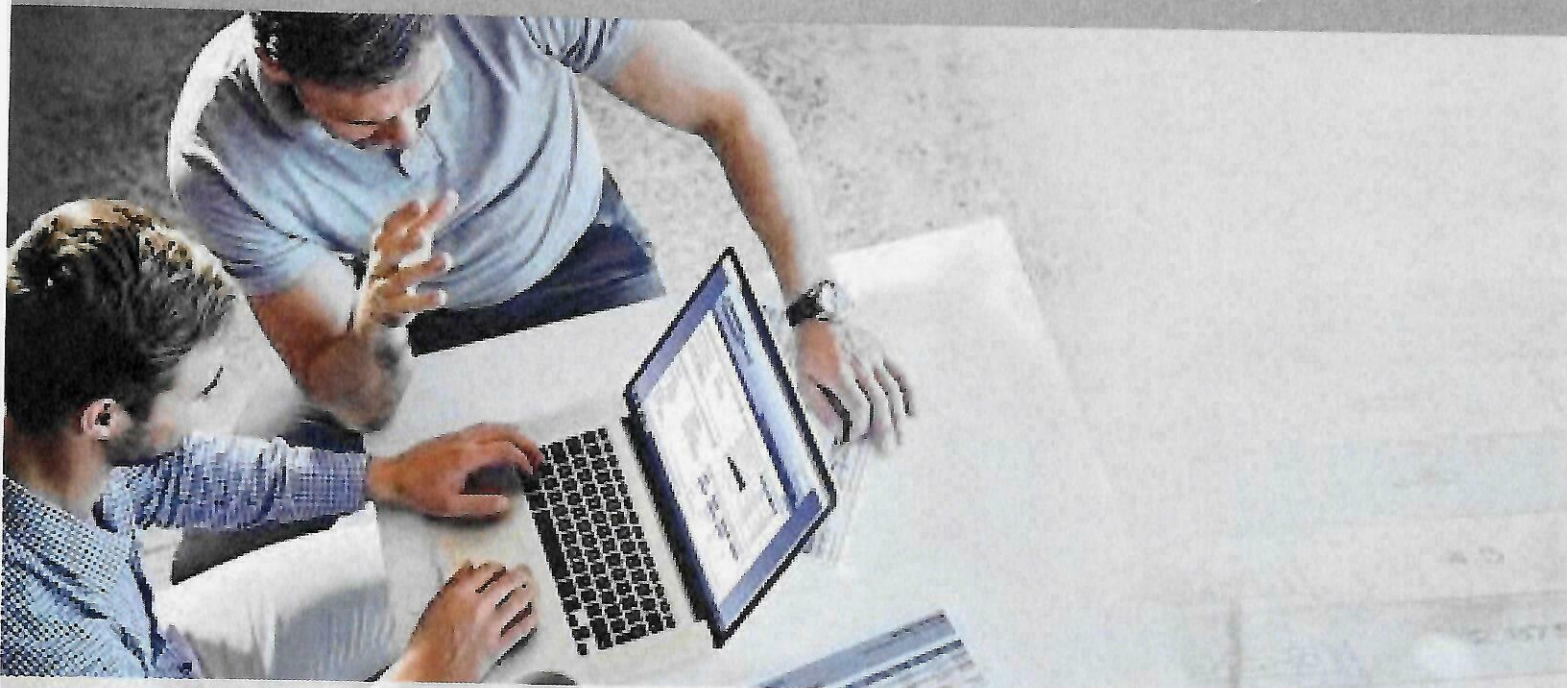


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eConnectDirect®

User Agreement

Contact Information

Primary Point of Contact	Joe Michalak	jmichalak@mbssecurities.com	(800) 967-9084
Product Specialist	Alexis Zehnder	azehnder@mbssecurities.com	(888) 354-7534
Senior Vice President	Tim Peacock	tpeacock@mbssecurities.com	(800) 967-9041

Powered by



MULTI-BANK SECURITIES, INC.®

(800) 967-9052 • support@eConnectDirect.com • www.eConnectDirect.com

Please send all correspondence to Corporate Headquarters:

Multi-Bank Securities, Inc. • 1000 Town Center, Suite 2300 • Southfield, MI 48075 • www.mbssecurities.com

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eCD User Agreement.pdf 06/25/17

LICENSING AGREEMENT

This Agreement is between:

Multi-Bank Securities, Inc. (MBS)
1000 Town Center, Suite 2300
Southfield, Michigan 48075

and

County of Ben Hill

Account Holder

402 A East Pine

Street Address

Fitzgerald, GA 31750

City, State, Zip

This contract governs your use of services, ability to post deposit rates, and access to inventory offered by eConnectDirect®, a registered trademark of Multi-Bank Securities, Inc. ("MBS") and related commerce, products and services corresponding to your access to eConnectDirect.com. You may need to execute additional agreements or provide MBS account numbers if you request additional Opt-In Services in conjunction with your unique eConnectDirect Username and Password. "Opt-In Services" refers to additional trading functionality and supportive services provided through eConnectDirect or MBS.

The terms "MBS," "we," "us" and "our" refer to Multi-Bank Securities, Inc. The terms "Subscriber," "you" and "your" refer to the undersigned Account Holder and additional users identified in Schedule A. The term "eConnectDirect CD" (also known as "Physical CD" or "Listing Service" Deposits) refers to CDs which are transacted directly between the issuing institution and investing entity through eConnectDirect. The term "Securities" generally refers to all other assets purchased or viewed on eConnectDirect that are NOT eConnectDirect CDs. All Securities (e.g., Bonds, DTC-Eligible CDs) will have a corresponding CUSIP number and funds will be settled into a user-selected Securities account (Cash or Delivery Versus Payment "DVP"). If your preferred safekeeping agent is something other than a Pershing LLC account, originated through MBS, delivery and settlement instructions ("DVP Instructions") must be provided prior to gaining access to security's inventory monitors.

User Access Start Date

Start Date: ____ / ____ / 2024

Your user access and all other rights under this eConnectDirect Licensing Agreement will commence on the "Start Date" listed above if we have received from you a signed copy of this agreement and a complete set of all duly executed settlement documents required to purchase or issue a CD or security.

Modification/Cancellation

MBS reserves the right to:

- Modify or cancel any feature of eConnectDirect at any time.
- Discontinue user access at any time for any reason, without penalty, with 30 days written notice, or
- Immediately suspend user access at any time as provided below.

Subscriber reserves the right to:

- Discontinue any or all eConnectDirect services at any time for any reason, without penalty, by providing written notice to MBS.

All changes to the terms, conditions, fees, representations and warranties related to this agreement will be distributed in writing for signature, email consent or online confirmation. If at any time you find these terms unacceptable and do not agree with them, you can let us know that you would like to discontinue your user access without penalty.

**ACCOUNT ADMINISTRATION:**

The Account Administrator is responsible for maintaining the account profile and approving/assigning additional users and account access. The additional users need to be identified on Schedule A – Authorized User List. All users will be assigned a unique Username and Password and will be required to acknowledge and accept the terms, conditions and licensing agreement pertaining to the use of eConnectDirect upon initial login.

Account Administrator Name: Hampton Raulerson
Title: County Manager
Phone: 912-390-0080
Email: hampton.raulerson@benhillcounty-ga.gov

Secondary Contact Name: _____
Title: _____
Phone: _____
Email: _____

Licensing/User Fees:

Any applicable licensing fees will be disclosed per Schedule B – Licensing Fee Schedule of this agreement and will be billed annually, payable on the anniversary of the user access start date and are NON-REFUNDABLE. You will not be liable for any increase in licensing fees or new fees related to your access to eConnectDirect unless you agree to such change in writing or other authenticated means.

MBS is not responsible for any fees incurred or charged in relationship to an eConnectDirect CD transaction by the issuing bank, settlement/wire fees, safekeeping charges by your securities' custodian or any other fees related to the purchase, issuance, settlement, or safekeeping of products offered through eConnectDirect. You are responsible for all such fees. Any applicable fees or selling concessions related to the issuance of DTC-eligible CDs are disclosed at the time of trade and per the terms of an executed terms agreement and related Brokerage Agreement.

Account Classification and User Access: Additional documentation may need to be submitted depending on your user access request(s).

Institution Classification County

User Access

☒ Investor

☒ Securities

☐ Listing Service Deposits (eConnectDirect CDs) (Exhibit C Required)

☐ Issuer

☐ DTC-Eligible CDs (Brokerage Agreement Required)

☐ Listing Service Offerings (eConnectDirect CDs) (Exhibit C Required)

☒ Securities Safekeeping Agent

☒ Pershing LLC (Only to be Used if Originated by Multi-Bank Securities, Inc.)

☐ DVP (Delivery Versus Payment) (Delivery Instructions Required)



Proprietary Rights in the eConnectDirect Software and Database:

Restrictions on Use: SUBSCRIBER AGREES THAT IT WILL NOT PERMIT ANY OTHER PERSON INCLUDING, BUT NOT LIMITED TO, ANY INSTITUTION, BROKER OR BUSINESS OF ANY TYPE, ACCESS TO THE SOFTWARE AND DATABASE.

License Limitations:

This eConnectDirect Licensing Agreement allows access to eConnectDirect using a computer and/or web access by a user from any approved browser. Subscriber agrees not to modify, adapt or translate, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code of the software. Subscriber further agrees not to sublicense, assign, transfer, distribute, pledge, lease, rent or share any rights under this license except with prior written permission from MBS.

Transaction Settlements:

Subscriber agrees to pay for, settle on, deliver or make whole on any approved transaction(s) processed through eConnectDirect or MBS. Failure to pay for a purchase, delivery on a sell or settle on an approved and accepted CD issuance, may result in an IMMEDIATE suspension or cancellation of this user agreement.

Immediate Suspension:

MBS may immediately suspend user access and all rights under this agreement if MBS has not received payment of the applicable License Fee within 30 days of invoice or MBS believes the Subscriber has or may violate MBS's proprietary rights or has or may breach any other provision of this agreement.

Warranty Disclaimer/Liability:

MBS makes no warranty of any kind, express or implied, regarding the timeliness, sequence, accuracy or completeness of data provided on eConnectDirect. MBS will not be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential and/or incidental, arising out of or relating to your use of eConnectDirect.

County of Ben Hill
Account Holder

Signature

Hampton Raulerson
Name

County Manager
Title

Multi-Bank Securities, Inc.
Company

Signature

Tim Peacock
Name

Senior Vice President
Title

SCHEDULES, EXHIBITS & SUPPORTING DOCUMENTS

SCHEDULE A: AUTHORIZED USERS** (NOTE: The Administrator must be listed.)

NAME	TITLE	PHONE	EMAIL
Hampton Raulerson	County Manager	912-390-0080	hampton.raulerson@benhillcounty-ga.gov

**Permissions, notifications and account access are set and maintained by the administrator upon login. Securities trading authorization is only permitted to those approved by the account administrator and in confirmation with a submitted resolution of authorized signers.

SCHEDULE B: LICENSING FEE(S)

Applicable licensing fees will apply.

ALL FEES ARE PAYABLE WITHIN 30 DAYS OF INVOICE AND ARE NON-REFUNDABLE:

eConnectDirect Account Access (Including Securities): \$ 0 _____ per year

eConnectDirect CD Listing Services: \$ Waived _____ per year

Special Notes/Instructions:



INSTITUTIONAL SUITABILITY CERTIFICATE FINRA RULE 2111

AFFIRMATIVE INDICATION BY INSTITUTION – EXERCISING INDEPENDENT JUDGMENT

In connection with any recommended transaction or investment strategy by a registered broker-dealer, the undersigned acknowledges on behalf of the Institution named below that:

1. It is an "Institutional Account" as defined in FINRA Rule 4512(c);

PLEASE CHECK THE APPROPRIATE BOX BELOW

- ☐ (1) A credit union with total assets of \$50 million or more (or any other entity with total assets in excess of \$50 million). If a credit union (or any other entity) has total assets LESS THAN \$50 million, check Box 4 and provide your most recent Investment Policy;
- ☐ (2) A bank, savings and loan association, insurance company or registered investment company;
- ☐ (3) An investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions);
- ☒ (4) MBS will determine suitability (Please provide your most recent Investment Policy).
2. It (1) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; and (2) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing;
3. MBS will be notified by the Institutional Account if anything in this Certificate ceases to be true;
4. He or she is authorized to sign on behalf of the Institutional Account named below.

By signing this Certificate, the undersigned affirms that the above statements are accurate but does not waive any rights afforded under U.S. federal or state securities laws, including without limitation, any rights under Section 10(b) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated there under.

This Certificate shall apply with respect to all recommended transactions and investment strategies involving securities that are entered into by the Institutional Account named in this Certificate, whether for the account(s) of such Institutional Account or for the account of any beneficial owner that has delegated decision making authority to such Institutional Account.

County of Ben Hill

Institutional Account Name

402 A East Pine

Address

Fitzgerald, GA 31750

City, State, ZIP

U.S. Tax ID/EIN (If applicable)

hampton.raulerson@benhillcounty-ga.gov

Email Address

Signature of Authorized Signatory

Name of Authorized Signatory

Title of Authorized Signatory

Date

912-390-0080

Phone

Address 1000 Town Center, Suite 2300
Southfield, Michigan 48075

Phone (800) 967-9045
(248) 291-1100

Fax (248) 291-1101

www.mbssecurities.com

2400 East Commercial Boulevard, Suite 812
Ft. Lauderdale, Florida 33308

(800) 967-9045
(954) 351-6930

(954) 351-9197

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Authorized Signers (Exhibit 1)

I HEREBY CERTIFY that a meeting of the Board of Directors (or other authorizing body) of County of Ben Hill a County _____ organized under the laws of the State of GA (Investor), which at said meeting a quorum was present and acting throughout, the following preamble and resolutions were adopted and have been and now are in full force and effect. **WHEREAS** County of Ben Hill is duly authorized and permitted by its Charter, Bylaws and/or investment policies to:

1. Engage in cash settlement transactions for the purchase of physical certificates of deposit(s) (CDs) purchased through eConnectDirect or through any introducing agent.
2. Engage in cash settlement transactions in the form of CDs held in safekeeping at federally insured financial institutions.
3. Engage in cash or DVP (delivery versus payment) settlement transactions in securities including, but not limited to debt instruments, bond debentures, notes and CDs; and other fixed-income securities, including but not limited to U.S. government agency bonds, corporate bonds, municipal bonds, mortgage-backed securities, collateralized mortgage obligations and Treasury bonds, notes and bills.
4. Receive on behalf of the Investor, or deliver to the Investor or a designated third party, monies, bonds or other securities.
5. Sell, assign or endorse for transfer bonds or other securities registered in the name of the Investor.
6. Establish and maintain safekeeping accounts with Fedwire and ACH privileges from which account funds are directly spent, and the responsibility for which is entirely that of the Investor. Said privileges will be limited to the persons designated by the Investor. Each designated person can independently perform the prescribed privileges.

NAME	TITLE	SIGNATURE
Hampton Raulerson	County Manager	

THEREFORE BE IT RESOLVED that County of Ben Hill
can open an account or accounts in its name with a safekeeping agent, introducing broker, or federally insured financial institution offering CD rates through eConnectDirect or through any introducing agent and that the persons named above, or their successors in office, may, on behalf of the Investor or any one of them acting individually, be and they are hereby authorized to (1) give or submit orders in said account(s) for the purchase, sale or other disposition of CDs, bonds and other securities listed on eConnectDirect or offered by any introducing broker; (2) make, execute, deliver or submit directly or through the services of eConnectDirect any and all written endorsements and documents necessary to effectuate closure or the disbursements of funds of or from the Investor account; (3) may at any time while the account is open modify, amend, submit or enter into any other arrangement with the safekeeping agent of its CD or securities. This authorization to each of said officers is to remain in full force and effect until other written notice of revocation is submitted to the safekeeping agent(s) and MBS.

I FURTHER CERTIFY that the signatures of the officers (or others) identified above are authorized by the foregoing resolution to act for County of Ben Hill.

Name Title Signature

IN WITNESS this _____ day of _____, 20_____

Name _____ Signature _____