

CERTIFICATE OF RESOLUTION

CLIENT AUTHORIZATION TO REQUEST AND VERIFY WIRE TRANSFERS

I, CYNTHIA PARKER (Authorization Signer' name), certify that: I am a/the CHANCERY CLERK (Authorization Signer's title) designated to act on behalf of MADISON COUNTY (Authorizing Entity). I am authorized and directed to execute an original or a copy of this Authorization to Financial Institution, and anyone else requiring a copy. Authorizing Entity is duly organized, validly existing and in good standing under the laws of MISSISSIPPI (State) and is duly qualified, validly existing and in good standing in all jurisdictions where Authorizing Entity operates or owns or leases property. Authorizing Entity has the power and authority to provide this Authorization, to confer the powers granted in this Authorization and to carry on Authorizing Entity's business and activities as now conducted. The designated Agents have the power and authority to exercise the actions specified in this Authorization and Authorizing Entity properly adopted these authorizations and appointed the Agents and me to act on its behalf. Authorizing Entity will notify Financial Institution before reorganizing, merging, consolidating, recapitalizing, dissolving or otherwise materially changing ownership, management or organizational form. Authorizing Entity will be fully liable for failing to notify Financial Institution of these material changes. Authorizing Entity is a MUNICIPALITY (type of entity, like a "Corporation, LLC, etc), and its Taxpayer Identification Number 64-6000658.

Fictitious Trade name: Authorizing Entity conducts business and other activities under the additional trade name or fictitious name of \_\_\_\_\_ and Authorizing Entity has the legal power and authority to use this trade name or fictitious name.

Resolved that in consideration of Community Bank \_\_\_\_\_ ("Bank") and Customer entering into the Wire Transfer Agreement (including all appendices) attached hereto, which has been reviewed and approved by the Authorizing Entity (the "Agreement"):

(1) The following officer(s) of Customer:

(1) \_\_\_\_\_ (signature)
Typed or Printed
Name: CYNTHIA PARKER
Title: CHANCERY CLERK
Phone Number: \_\_\_\_\_

(2) \_\_\_\_\_ (signature)
Typed or Printed
Name: GERALD STEEN
Title: PRES BOARD OF SUPERVISORS
Phone Number: \_\_\_\_\_

(3) \_\_\_\_\_ (signature)
Typed or Printed
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Phone Number: \_\_\_\_\_

(4) \_\_\_\_\_ (signature)
Typed or Printed
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Phone Number: \_\_\_\_\_

is/are hereby designated as "Authorized Representative(s)" and authorized, for and on behalf of Customer: (i) to execute and deliver to the Bank the Agreement; (ii) to initiate wire transfers; (iii) to verify any wire transfer request; and (iii) to execute and deliver to the Bank any other written agreement, amendment, or notice respecting the rights and obligations of the parties to the Agreement, and;

(1.a) The following designated personnel of Customer is/are hereby designated and authorized, for and on behalf of Customer with respect to the rights and obligations of the parties to the Agreement:

- (i) to initiate wire transfers
(ii) to verify any wire transfer request

- (i) to initiate wire transfers
(ii) to verify any wire transfer request

(1) \_\_\_\_\_ (signature)
Typed or Printed
Name: SHELTON VANCE
Title: \_\_\_\_\_
Phone Number: 601-856-5502

(2) \_\_\_\_\_ (signature)
Typed or Printed
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Phone Number: \_\_\_\_\_

- (i) to initiate wire transfers
(ii) to verify any wire transfer request

- (i) to initiate wire transfers
(ii) to verify any wire transfer request

(3) \_\_\_\_\_ (signature)
Typed or Printed
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Phone Number: \_\_\_\_\_

(4) \_\_\_\_\_ (signature)
Typed or Printed
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Phone Number: \_\_\_\_\_

(2) The Bank shall be entitled to rely on this Certificate of Resolution for the identification of the names and signatures of the persons holding the aforementioned offices or as designated personnel of Customer until such certificate or certificates are superseded by a later certificate.

(3) This resolution will continue in full force and effect until the Bank shall receive (i) a subsequent Certificate of Resolution which shall have the effect of canceling the previous certificate; or (ii) notice in writing from the Secretary or any Assistant Secretary of Customer of the revocation thereof by a resolution duly adopted by the Board.

(4) This Certificate of Resolution shall, when delivered to the Bank, constitute a part of the Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Signed and delivered to the Bank, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

CUSTOMER:

CYNTHIA PARKER CHANCERY CLERK
Authorized Signature & Title
GERALD STEEN PRES BOARD OF SUPERVISORS

**WIRE TRANSFER  
SECURITY ADDENDUM**

CUSTOMER NAME MADISON COUNTY	CUSTOMER ADDRESS 125 WEST NORTH STREET, PO BOX 608 CANTON MS 39046
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SECURITY PROCEDURE DESCRIPTION	
DELIVERY METHOD	SECURITY PROCEDURE
Automated Wire Transfer System (AWRS) (e.g. Online Banking)	Customer provides bank with a pre-authorized list of personnel and their phone numbers. Customer accesses bank's online banking system using one or more confidential identifiers and delivers required information using a terminal device. Bank performs 100% callback on all wires.
Direct Call to Wire Transfer Services	Customer provides bank with a pre-authorized list of personnel and their phone numbers. Customer dials into designated Bank number using a telephone. Bank performs 100% callback on all wires.
All Other Methods	Customer delivers information to Bank using methods other than terminal or telephone. Bank performs 100% callback on all wires except "in person" requests.
<b>NOTE:</b> <i>Bank must have a VALID telephone number(s) for call-back procedures when a wire transfer request is made, other than in person. If you (or any authorized signer on the account) cannot be reached via the telephone number on bank's records by the wire cutoff time, the wire request may not be sent.</i>	

SECURITY AGREEMENT	
I agree that the security procedures for the delivery methods recorded above are commercially reasonable methods of security. I understand that the Bank, at its discretion, may change its security procedures upon written notice to me. I furthermore agree that my continued use of any such changed procedures evidences my agreement to, and acceptance of, the commercial reasonability of such changed procedures.	
AUTHORIZED CUSTOMER SIGNATURE	DATE
CYNTHIA PARKER CHANCERY CLERK	GERALD STEEN PRES. BOARD OF SUPERVISORS

## AGREEMENT FOR WIRE TRANSFER SERVICES

This Agreement is made by and between MADISON COUNTY (Customer) and COMMUNITY BANK OF MISSISSIPPI, (Bank) to provide for wire transmission of Customer's funds to and/or from Customer-designated account(s).

**DEFINITIONS.** The following terms have the meanings assigned when used herein:

"Agreement" means this Wire Transfer Service Agreement between Customer and Bank together with the properly completed and signed forms attached to this Agreement, as they may be amended from time to time.

"Fedwire" means the funds transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders governed by the Fedwire Regulation.

"Fedwire Regulation" means subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time.

"Repetitive Transfer" means wire transfers in which the receiving bank payee, and account are the same for each transfer, and only the transfer date and amount vary.

"Request" means a Customer's request to Bank for a wire transfer, or for a cancellation or amendment of a wire transfer, made in the name, or having the unique identifier, of Customer as sender requesting that funds belonging to, or under the control of, Customer be transferred to a specified account or beneficiary.

"Security Procedure" means each of the procedures described in the Security Addendum for verifying the authenticity of Requests.

"Wire Transfer Business Day" means any day, other than a Saturday or a Sunday, on which Bank and the Federal Reserve Banks are open for business. The end of the wire transfer business day is determined by a wire transfer deadline set by Bank and subject to change from time to time.

### 1. Scope

a. **Terms and conditions.** Customer agrees to submit wire transfer requests (Request) to the Bank in accordance with the terms and conditions of this Agreement. In all other respects the terms and conditions of Customer's Deposit Agreement with the Bank supplement this Agreement and apply to any such Request. If there is a conflict between these Agreements, this Agreement shall control with respect to wire transfers.

b. **Service description.** Customer authorizes the Bank to transfer funds to and/or from any accounts which are designated in the properly completed and signed forms attached to this Agreement. The Bank, subject to its then current security procedures, will execute wire transfers in accordance with Requests from authorized customer representatives (Authorized Representatives) whether such Requests are written, oral, telephonic, telefacsimile, telegraphic, or via an automatic transfer device (except as mode of Request is limited by written Agreement). Funds must be available in the account specified in the Request at the time the Request is made. The Bank will not search for funds in accounts other than the one(s) specified in the Request.

c. **Fedwire notice.** In connection with Customer's use of this service, Bank notifies Customer of the following:

i. Bank may use Fedwire when acting upon Customer's Request.

ii. Any subsequent Bank may use Fedwire when carrying out Customer's Request.

iii. The rights and obligations of Bank and Customer in a wire transfer intended to carry out Customer's Request, any part of which is carried out through the use of Fedwire, are governed by Fedwire Regulation.

### 2. Responsibilities

a. **Security.** Customer agrees that the Bank's security procedures recorded on the Security Addendum attached to this Agreement are commercially reasonable. Customer agrees that Bank will use such procedures to detect an unauthorized Request prior to accepting Customer's Request. Customer furthermore agrees that any Request acted upon by Bank in compliance with these security procedures, whether or not authorized by Customer, shall be treated as Customer's authorized Request. Customer acknowledges that the Bank reserves the right to change its security procedures from time to time.

b. **Passwords and codes.** The Bank may assign to the Customer one or more confidential passwords or codes to be used in requesting wire transfers. When so assigned, Requests will not be acted upon without use of correct codes. The Customer has the responsibility of maintaining the confidentiality of such passwords and codes and for notifying the Bank if it is suspected the code(s) has been compromised.

c. **Recording and records.** Customer authorizes Bank, at Bank's discretion, to record electronically all telephone calls between Bank and any person acting on Customer's behalf, and to keep those recordings as long as Bank considers it necessary. Customer assumes the duty of obtaining the required consents from its Authorized Representatives for these recordings. If Bank's records about a Request are different than Customer's records, Bank's records will govern. Bank's records include its written records and any tape recordings about wire transfers.

d. **Payment to bank.** Unless otherwise agreed to in writing, Customer must pay Bank the amount of the wire transfer, plus any applicable fees, in cash or in collected funds drawn on the Bank before Bank will execute Customer's Request. Fees applicable to wire transfers are posted by the Bank, and are subject to change from time to time at the sole discretion of Bank.

e. **Acceptance and execution of request by bank.** Customer's Request is considered accepted by Bank when Bank executes it. Customer acknowledges that the Bank maintains deadlines for accepting wire transfer requests. If Customer's Request is received prior to the deadline it will be executed by Bank that wire transfer business day. A Customer's Request received after the deadline may be executed the next wire transfer business day. Wire transfer deadlines are subject to change from time to time at the sole discretion of the Bank. No instructions or other restrictions limiting Bank's acceptance of Customer's Request(s) shall be effective unless accepted and agreed to in writing by Bank. However, Bank at its option may elect to act consistently with such instructions or other restrictions which it believes in good faith were made by Customer.

f. **Rejection of wire transfer.** Bank has no responsibility to accept any incoming wire transfer for Customer's benefit. Likewise, Bank has a right to reject Customer's Request for an outgoing wire transfer for reasons including, but not limited to, insufficient funds or insufficient collected funds in the account specified in the Request, Bank's inability to execute the wire transfer for the reasons set out in Paragraph 2(1) below, or if Bank is unable to verify the authenticity of Customer's Request. Bank will notify Customer by phone or mail if it rejects the Customer's Request.

g. **Cancellation or amendment of wire transfer request.** Customer may not be able to cancel or amend a Request after it is received by Bank. However, Bank may at its discretion use reasonable efforts to act on Customer's Request for cancellation or amendment. This is provided so that the method by which Customer notifies Bank of the request for cancellation or amendment complies with Bank's security procedures. However, Bank shall have no liability if such cancellation or amendment is not effected. Furthermore, Customer agrees to indemnify and hold Bank harmless from any and all liabilities, costs, and expenses Bank may incur in attempting to cancel or amend the wire transfer.

h. **Repetitive transfers.** If Bank or Customer determines that Requests have become repetitive, Bank may assign a repetitive number to Customer's Request. If Bank does so, Customer may utilize such number as part of an expedited procedure in communicating such Requests to Bank in the future. Bank may execute Requests containing this number.

i. **Erroneous requests.** Customer acknowledges and agrees that when Customer provides Bank with a name and account number when requesting a wire transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by Customer. Customer furthermore agrees that its obligation to pay the amount of the wire transfer to Bank is not excused in such circumstances. Likewise, wire transfers received by the Bank for Customer's benefit may be paid by Bank solely on the basis of account number. Customer agrees that Bank shall not be responsible for any delay arising out of Bank's attempt to reconcile inconsistencies between name and account number, or otherwise investigate suspected irregularities.

j. **Provisional payment.** Credit Bank gives to Customer for a wire transfer is provisional until Bank receives final payment for the amount of the wire transfer. If Bank does not receive final payment for the wire transfer, Customer agrees to refund to Bank the amount of the transfer.

k. **Account statements.** All wire transfers will be reflected on Customer's periodic bank statement. In some cases Bank will also notify Customer in writing, electronically, or by a report produced by one of Bank's information reporting services. Customer should review each statement or other such Bank notice for any discrepancies in connection with wire transfers. If Customer thinks a wire transfer is wrong or needs more information about a wire transfer, Customer must contact Bank in writing upon discovery of the error or within 14 days after Customer receives the first notice or statement which has a discrepancy, whichever is earlier. Failure to do so will relieve Bank of any obligation to pay interest on or otherwise compensate Customer for the amount of an unauthorized or erroneous wire transfer.

l. **Method used to make the wire transfer.** Bank may select any means for the transmission of funds which it considers suitable, including but not limited to Bank's own internal systems or Fedwire. Bank is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake, or other circumstances not within Bank's control.

m. **Authorization changes.** Customer agrees that only those persons signing this Agreement, or if a business, those persons authorized on the Client Authorization to Request and Verify Wire ("Authorization") attached to this Agreement, may initiate and/or verify Requests with Bank. Furthermore, wires may be initiated only from the account numbers designated on the Funds Transfer Form to be used each time a wire is initiated. A copy of the Funds Transfer Form is attached. Changes by Customer in any information supplied to Bank or any changes in the designated account numbers identified on the Funds Transfer Form or authority of the persons named on the Authorization shall not be binding upon Bank until Bank has received actual written notice of the changes at the address of this Bank designated in the Account Agreement and has had reasonable time to implement them.

### 3. Liability

a. **Duty of reasonable care.** Bank shall exercise good faith and reasonable care in processing Customer's wire transfers. Customer shall similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating wire transfer Requests to Bank, and in reviewing bank statements or notices for any discrepancies, Customer is responsible for ensuring the accuracy of Requests and Bank has no duty whatsoever to verify the accuracy of Requests, nor will it be liable for losses or damages arising out of Requests containing erroneous information.

b. **Liability of bank.** Bank shall be liable for Customer's lost interest and Customer's expenses directly related to Customer's Request if Bank fails to exercise ordinary care. Bank is not liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. Compensation for loss of interest or use of funds will be, at Bank's option, in the form of an adjustment to Customer's account(s) to reflect the average balance on Customer's account analysis that would have resulted had no error or delay occurred, or by a direct credit to Customer's account, not to exceed Bank's actual cost of funds for the period and amount in question. The adjustment will be computed on a daily basis.

c. **Liability of customer.** Customer shall be liable for any loss or damage resulting from Customer's breach of this Agreement or to which Customer's negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by Customer's current and/or former Authorized Representatives. Such liability includes instances when a current or former Authorized Representative effects one or more wire transfers to Customer's detriment.

**4. General**

a. **Amendments.** Bank may amend this Agreement including the procedures upon written notice to the Customer.

b. **Waiver and severability.** Bank or Customer may delay exercising their rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement, or its application to any person or set of circumstances, is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application to any person or set of circumstances, is not impaired or otherwise affected.

c. **Termination.** This Agreement may be terminated in the following circumstances:

i. Either party may terminate this Agreement with or without cause by giving 30 days prior written notice. Such termination shall not affect transfers made prior to receipt and implementation of the termination notice.

ii. Notwithstanding Paragraph 4(c)(i), Bank may terminate this Agreement immediately at any time upon telephone notification to an Authorized Representative, followed by written notification, if (A) Bank reasonably deems itself insecure, (B) Customer has breached this Agreement, or (C) Bank becomes aware of information which may indicate illegal or improper transactions.

d. **Choice of law.** The rights, duties, and liabilities of parties to this Agreement shall be subject to Uniform Commercial Code Article 4A as in effect in Mississippi and as amended there from time to time. In all other respects, this Agreement will be subject to the laws of Mississippi. If any part of a wire transfer involves the use of Fedwire, the rights and obligations of Bank and Customer regarding that wire transfer are governed by Regulation J of the Federal Reserve Board.

e. **Venue.** Customer irrevocably submits to the jurisdiction of any state or federal court sitting in Mississippi, and agrees that in any action brought hereunder venue shall be placed in a court sitting in Mississippi and that Customer will not claim that such a forum is inconvenient.

f. **Attorney fees.** In the event of litigation concerning the subject matter of this Agreement, the prevailing party's legal fees, court costs, and other related expenses shall be paid by the other part.

g. **Attached forms.** This Agreement includes the following forms:

- Client Authorization to Request and Verify Wire (Business Only): properly completed and signed with this Agreement
- Transfer Security Addendum: properly completed and signed with this Agreement
- Funds Transfer Form: properly completed and signed at each request to originate a wire transfer

h. **Addresses.** Except as otherwise provided, all written correspondence shall be addressed to the other party at the respective addresses listed in the Account Agreement for the above listed account, as amended from time to time to reflect any address changes.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_ DECEMBER \_\_\_\_\_, 2013 \_\_\_\_\_.

Bank: COMMUNITY BANK OF MISSISSIPPI



Customer: MADISON COUNTY \_\_\_\_\_

BARRY PRATHER, EXEC V P

CYNTHIA PARKER CHANCERY CLERK



GERALD STEEN PRESIDENT

BOARD OF SUPERVISORS

CERTIFICATE OF RESOLUTION

CLIENT AUTHORIZATION TO REQUEST AND VERIFY WIRE TRANSFERS

I, CYNTHIA PARKER (Authorization Signer' name), certify that: I am a/the CHANCERY CLERK (Authorization Signer's title) designated to act on behalf of MADISON COUNTY (Authorizing Entity). I am authorized and directed to execute an original or a copy of this Authorization to Financial Institution, and anyone else requiring a copy. Authorizing Entity is duly organized, validly existing and in good standing under the laws of MISSISSIPPI (State) and is duly qualified, validly existing and in good standing in all jurisdictions where Authorizing Entity operates or owns or leases property. Authorizing Entity has the power and authority to provide this Authorization, to confer the powers granted in this Authorization and to carry on Authorizing Entity's business and activities as now conducted. The designated Agents have the power and authority to exercise the actions specified in this Authorization and Authorizing Entity properly adopted these authorizations and appointed the Agents and me to act on its behalf. Authorizing Entity will notify Financial Institution before reorganizing, merging, consolidating, recapitalizing, dissolving or otherwise materially changing ownership, management or organizational form. Authorizing Entity will be fully liable for failing to notify Financial Institution of these material changes. Authorizing Entity is a MUNICIPALITY (type of entity, like a "Corporation, LLC, etc), and its Taxpayer Identification Number 64-6000658.

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Resolved that in consideration of Community Bank \_\_\_\_\_ ("Bank") and Customer entering into the Wire Transfer Agreement (including all appendices) attached hereto, which has been reviewed and approved by the Authorizing Entity (the "Agreement"):

(1) The following officer(s) of Customer:

(1) \_\_\_\_\_ (signature)
Typed or Printed
Name: CYNTHIA PARKER
Title: CHANCERY CLERK
Phone Number: \_\_\_\_\_

(2) \_\_\_\_\_ (signature)
Typed or Printed
Name: GERALD STEEN
Title: PRES BOARD OF SUPERVISORS
Phone Number: \_\_\_\_\_

(3) \_\_\_\_\_ (signature)
Typed or Printed
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Phone Number: \_\_\_\_\_

(4) \_\_\_\_\_ (signature)
Typed or Printed
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Phone Number: \_\_\_\_\_

is/are hereby designated as "Authorized Representative(s)" and authorized, for and on behalf of Customer: (i) to execute and deliver to the Bank the Agreement; (ii) to initiate wire transfers; (iii) to verify any wire transfer request; and (iii) to execute and deliver to the Bank any other written agreement, amendment, or notice respecting the rights and obligations of the parties to the Agreement, and;

(1.a) The following designated personnel of Customer is/are hereby designated and authorized, for and on behalf of Customer with respect to the rights and obligations of the parties to the Agreement:

- (i) to initiate wire transfers
(ii) to verify any wire transfer request

- (i) to initiate wire transfers
(ii) to verify any wire transfer request

(1) \_\_\_\_\_ (signature)
Typed or Printed
Name: SHELTON VANCE
Title: \_\_\_\_\_
Phone Number: 601-856-5502

(2) \_\_\_\_\_ (signature)
Typed or Printed
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Phone Number: \_\_\_\_\_

- (i) to initiate wire transfers
(ii) to verify any wire transfer request

- (i) to initiate wire transfers
(ii) to verify any wire transfer request

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Typed or Printed
Name: \_\_\_\_\_
Title: \_\_\_\_\_
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(4) \_\_\_\_\_ (signature)
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Name: \_\_\_\_\_
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(2) The Bank shall be entitled to rely on this Certificate of Resolution for the identification of the names and signatures of the persons holding the aforementioned offices or as designated personnel of Customer until such certificate or certificates are superseded by a later certificate.

(3) This resolution will continue in full force and effect until the Bank shall receive (i) a subsequent Certificate of Resolution which shall have the effect of canceling the previous certificate; or (ii) notice in writing from the Secretary or any Assistant Secretary of Customer of the revocation thereof by a resolution duly adopted by the Board.

(4) This Certificate of Resolution shall, when delivered to the Bank, constitute a part of the Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Signed and delivered to the Bank, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

CUSTOMER:

CYNTHIA PARKER CHANCERY CLERK
Authorized Signature & Title
GERALD STEEN PRES BOARD OF SUPERVISORS

**WIRE TRANSFER  
SECURITY ADDENDUM**

CUSTOMER NAME MADISON COUNTY	CUSTOMER ADDRESS 125 WEST NORTH STREET, PO BOX 608 CANTON MS 39046
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SECURITY PROCEDURE DESCRIPTION	
DELIVERY METHOD	SECURITY PROCEDURE
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All Other Methods	Customer delivers information to Bank using methods other than terminal or telephone. Bank performs 100% callback on all wires except "in person" requests.
<b>NOTE:</b> <i>Bank must have a VALID telephone number(s) for call-back procedures when a wire transfer request is made, other than in person. If you (or any authorized signer on the account) cannot be reached via the telephone number on bank's records by the wire cutoff time, the wire request may not be sent.</i>	

SECURITY AGREEMENT	
I agree that the security procedures for the delivery methods recorded above are commercially reasonable methods of security. I understand that the Bank, at its discretion, may change its security procedures upon written notice to me. I furthermore agree that my continued use of any such changed procedures evidences my agreement to, and acceptance of, the commercial reasonability of such changed procedures.	
AUTHORIZED CUSTOMER SIGNATURE	DATE
CYNTHIA PARKER CHANCERY CLERK	GERALD STEEN PRES. BOARD OF SUPERVISORS

## AGREEMENT FOR WIRE TRANSFER SERVICES

This Agreement is made by and between MADISON COUNTY (Customer) and COMMUNITY BANK OF MISSISSIPPI, (Bank) to provide for wire transmission of Customer's funds to and/or from Customer-designated account(s).

**DEFINITIONS.** The following terms have the meanings assigned when used herein:

"Agreement" means this Wire Transfer Service Agreement between Customer and Bank together with the properly completed and signed forms attached to this Agreement, as they may be amended from time to time.

"Fedwire" means the funds transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders governed by the Fedwire Regulation.

"Fedwire Regulation" means subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time.

"Repetitive Transfer" means wire transfers in which the receiving bank payee, and account are the same for each transfer, and only the transfer date and amount vary.

"Request" means a Customer's request to Bank for a wire transfer, or for a cancellation or amendment of a wire transfer, made in the name, or having the unique identifier, of Customer as sender requesting that funds belonging to, or under the control of, Customer be transferred to a specified account or beneficiary.

"Security Procedure" means each of the procedures described in the Security Addendum for verifying the authenticity of Requests.

"Wire Transfer Business Day" means any day, other than a Saturday or a Sunday, on which Bank and the Federal Reserve Banks are open for business. The end of the wire transfer business day is determined by a wire transfer deadline set by Bank and subject to change from time to time.

### 1. Scope

a. **Terms and conditions.** Customer agrees to submit wire transfer requests (Request) to the Bank in accordance with the terms and conditions of this Agreement. In all other respects the terms and conditions of Customer's Deposit Agreement with the Bank supplement this Agreement and apply to any such Request. If there is a conflict between these Agreements, this Agreement shall control with respect to wire transfers.

b. **Service description.** Customer authorizes the Bank to transfer funds to and/or from any accounts which are designated in the properly completed and signed forms attached to this Agreement. The Bank, subject to its then current security procedures, will execute wire transfers in accordance with Requests from authorized customer representatives (Authorized Representatives) whether such Requests are written, oral, telephonic, telefacsimile, telegraphic, or via an automatic transfer device (except as mode of Request is limited by written Agreement). Funds must be available in the account specified in the Request at the time the Request is made. The Bank will not search for funds in accounts other than the one(s) specified in the Request.

c. **Fedwire notice.** In connection with Customer's use of this service, Bank notifies Customer of the following:

i. Bank may use Fedwire when acting upon Customer's Request.

ii. Any subsequent Bank may use Fedwire when carrying out Customer's Request.

iii. The rights and obligations of Bank and Customer in a wire transfer intended to carry out Customer's Request, any part of which is carried out through the use of Fedwire, are governed by Fedwire Regulation.

### 2. Responsibilities

a. **Security.** Customer agrees that the Bank's security procedures recorded on the Security Addendum attached to this Agreement are commercially reasonable. Customer agrees that Bank will use such procedures to detect an unauthorized Request prior to accepting Customer's Request. Customer furthermore agrees that any Request acted upon by Bank in compliance with these security procedures, whether or not authorized by Customer, shall be treated as Customer's authorized Request. Customer acknowledges that the Bank reserves the right to change its security procedures from time to time.

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e. **Acceptance and execution of request by bank.** Customer's Request is considered accepted by Bank when Bank executes it. Customer acknowledges that the Bank maintains deadlines for accepting wire transfer requests. If Customer's Request is received prior to the deadline it will be executed by Bank that wire transfer business day. A Customer's Request received after the deadline may be executed the next wire transfer business day. Wire transfer deadlines are subject to change from time to time at the sole discretion of the Bank. No instructions or other restrictions limiting Bank's acceptance of Customer's Request(s) shall be effective unless accepted and agreed to in writing by Bank. However, Bank at its option may elect to act consistently with such instructions or other restrictions which it believes in good faith were made by Customer.

f. **Rejection of wire transfer.** Bank has no responsibility to accept any incoming wire transfer for Customer's benefit. Likewise, Bank has a right to reject Customer's Request for an outgoing wire transfer for reasons including, but not limited to, insufficient funds or insufficient collected funds in the account specified in the Request, Bank's inability to execute the wire transfer for the reasons set out in Paragraph 2(1) below, or if Bank is unable to verify the authenticity of Customer's Request. Bank will notify Customer by phone or mail if it rejects the Customer's Request.

g. **Cancellation or amendment of wire transfer request.** Customer may not be able to cancel or amend a Request after it is received by Bank. However, Bank may at its discretion use reasonable efforts to act on Customer's Request for cancellation or amendment. This is provided so that the method by which Customer notifies Bank of the request for cancellation or amendment complies with Bank's security procedures. However, Bank shall have no liability if such cancellation or amendment is not effected. Furthermore, Customer agrees to indemnify and hold Bank harmless from any and all liabilities, costs, and expenses Bank may incur in attempting to cancel or amend the wire transfer.

h. **Repetitive transfers.** If Bank or Customer determines that Requests have become repetitive, Bank may assign a repetitive number to Customer's Request. If Bank does so, Customer may utilize such number as part of an expedited procedure in communicating such Requests to Bank in the future. Bank may execute Requests containing this number.

i. **Erroneous requests.** Customer acknowledges and agrees that when Customer provides Bank with a name and account number when requesting a wire transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by Customer. Customer furthermore agrees that its obligation to pay the amount of the wire transfer to Bank is not excused in such circumstances. Likewise, wire transfers received by the Bank for Customer's benefit may be paid by Bank solely on the basis of account number. Customer agrees that Bank shall not be responsible for any delay arising out of Bank's attempt to reconcile inconsistencies between name and account number, or otherwise investigate suspected irregularities.

j. **Provisional payment.** Credit Bank gives to Customer for a wire transfer is provisional until Bank receives final payment for the amount of the wire transfer. If Bank does not receive final payment for the wire transfer, Customer agrees to refund to Bank the amount of the transfer.

k. **Account statements.** All wire transfers will be reflected on Customer's periodic bank statement. In some cases Bank will also notify Customer in writing, electronically, or by a report produced by one of Bank's information reporting services. Customer should review each statement or other such Bank notice for any discrepancies in connection with wire transfers. If Customer thinks a wire transfer is wrong or needs more information about a wire transfer, Customer must contact Bank in writing upon discovery of the error or within 14 days after Customer receives the first notice or statement which has a discrepancy, whichever is earlier. Failure to do so will relieve Bank of any obligation to pay interest on or otherwise compensate Customer for the amount of an unauthorized or erroneous wire transfer.

l. **Method used to make the wire transfer.** Bank may select any means for the transmission of funds which it considers suitable, including but not limited to Bank's own internal systems or Fedwire. Bank is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake, or other circumstances not within Bank's control.

m. **Authorization changes.** Customer agrees that only those persons signing this Agreement, or if a business, those persons authorized on the Client Authorization to Request and Verify Wire ("Authorization") attached to this Agreement, may initiate and/or verify Requests with Bank. Furthermore, wires may be initiated only from the account numbers designated on the Funds Transfer Form to be used each time a wire is initiated. A copy of the Funds Transfer Form is attached. Changes by Customer in any information supplied to Bank or any changes in the designated account numbers identified on the Funds Transfer Form or authority of the persons named on the Authorization shall not be binding upon Bank until Bank has received actual written notice of the changes at the address of this Bank designated in the Account Agreement and has had reasonable time to implement them.

### 3. Liability

a. **Duty of reasonable care.** Bank shall exercise good faith and reasonable care in processing Customer's wire transfers. Customer shall similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating wire transfer Requests to Bank, and in reviewing bank statements or notices for any discrepancies, Customer is responsible for ensuring the accuracy of Requests and Bank has no duty whatsoever to verify the accuracy of Requests, nor will it be liable for losses or damages arising out of Requests containing erroneous information.

b. **Liability of bank.** Bank shall be liable for Customer's lost interest and Customer's expenses directly related to Customer's Request if Bank fails to exercise ordinary care. Bank is not liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. Compensation for loss of interest or use of funds will be, at Bank's option, in the form of an adjustment to Customer's account(s) to reflect the average balance on Customer's account analysis that would have resulted had no error or delay occurred, or by a direct credit to Customer's account, not to exceed Bank's actual cost of funds for the period and amount in question. The adjustment will be computed on a daily basis.

c. **Liability of customer.** Customer shall be liable for any loss or damage resulting from Customer's breach of this Agreement or to which Customer's negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by Customer's current and/or former Authorized Representatives. Such liability includes instances when a current or former Authorized Representative effects one or more wire transfers to Customer's detriment.

#### 4. General

a. **Amendments.** Bank may amend this Agreement including the procedures upon written notice to the Customer.

b. **Waiver and severability.** Bank or Customer may delay exercising their rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement, or its application to any person or set of circumstances, is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application to any person or set of circumstances, is not impaired or otherwise affected.

c. **Termination.** This Agreement may be terminated in the following circumstances:

i. Either party may terminate this Agreement with or without cause by giving 30 days prior written notice. Such termination shall not affect transfers made prior to receipt and implementation of the termination notice.

ii. Notwithstanding Paragraph 4(c)(i), Bank may terminate this Agreement immediately at any time upon telephone notification to an Authorized Representative, followed by written notification, if (A) Bank reasonably deems itself insecure, (B) Customer has breached this Agreement, or (C) Bank becomes aware of information which may indicate illegal or improper transactions.

d. **Choice of law.** The rights, duties, and liabilities of parties to this Agreement shall be subject to Uniform Commercial Code Article 4A as in effect in Mississippi and as amended there from time to time. In all other respects, this Agreement will be subject to the laws of Mississippi. If any part of a wire transfer involves the use of Fedwire, the rights and obligations of Bank and Customer regarding that wire transfer are governed by Regulation J of the Federal Reserve Board.

e. **Venue.** Customer irrevocably submits to the jurisdiction of any state or federal court sitting in Mississippi, and agrees that in any action brought hereunder venue shall be placed in a court sitting in Mississippi and that Customer will not claim that such a forum is inconvenient.

f. **Attorney fees.** In the event of litigation concerning the subject matter of this Agreement, the prevailing party's legal fees, court costs, and other related expenses shall be paid by the other part.

g. **Attached forms.** This Agreement includes the following forms:

Client Authorization to Request and Verify Wire (Business Only): properly completed and signed with this Agreement  
Transfer Security Addendum: properly completed and signed with this Agreement  
Funds Transfer Form: properly completed and signed at each request to originate a wire transfer

h. **Addresses.** Except as otherwise provided, all written correspondence shall be addressed to the other party at the respective addresses listed in the Account Agreement for the above listed account, as amended from time to time to reflect any address changes.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_ DECEMBER \_\_\_\_\_, 2013 \_\_\_\_\_.

Bank: COMMUNITY BANK OF MISSISSIPPI \_\_\_\_\_

Customer: MADISON COUNTY \_\_\_\_\_

BARRY PRATHER, EXEC V P

CYNTHIA PARKER CHANCERY CLERK

GERALD STEEN PRESIDENT

BOARD OF SUPERVISORS