



Ministry Funds Management Master Agreement

This Ministry Funds Management Master Agreement (Agreement) is between _____, a charitable organization (Client), and WatersEdge Advisors, 3800 North May Avenue, Oklahoma City, Oklahoma 73112-6506. WatersEdge Advisors is a tradename of The Baptist Foundation of Oklahoma ("Foundation"), a not-for-profit corporation registered and operating under the laws of the State of Oklahoma. This Agreement shall govern all Ministry Funds Management accounts of the Client.

Reasons for Ministry Funds Management Master Agreement

1. The Foundation is a 501(c)(3) organization established October 31, 1946.
2. Client is a 501(c)(3) organization that possesses like commitments and beliefs as the Baptist General Convention of the State of Oklahoma.
3. WatersEdge Advisors has agreed to provide Client with the opportunity to place monies with WatersEdge Advisors for investment management.

Agreement

1. **Selection of Investments.** The Client shall make its investment selection(s) on the Ministry Funds Management Investment Allocation Form. The Ministry Funds Management Investment Allocation Form allows the Client to allocate its investment between the Church Building Loan (CBL) Term Investments, Market Investments, and/or Cash Funds. Absent written directions from the Client, the default allocation will be 100% to the Enhanced Cash Fund.
2. **Additions to Investments.** The Client may place additional monies with WatersEdge Advisors and such additional monies shall be held in accordance with the terms of this Agreement.
3. **Risk.** The Client understands that risks are inherent in securities investments and confirms that WatersEdge Advisors does not guarantee that a net profit will be obtained or that a loss may not be incurred. The Client agrees that it bears the risk of loss of monies (principal and interest) placed in these Ministry Funds Management investments except where the loss is due to a breach by WatersEdge Advisors of the terms of this Agreement. The Client also understands that investments are not insured by any governmental or private insurance program.
4. **Ownership of Assets.**
 - A. The Client shall be the owner of the CBL Term Investments selected.
 - B. The Client shall be the owner of its proportionate share of the Market Investments selected. Market Investments shall be held in the name of WatersEdge Advisors, its brokers or its nominee.
 - C. The Client shall be the owner of its proportionate share of the Cash Funds selected. Cash Funds shall be held in the name of WatersEdge Advisors, its brokers or its nominee.

5. **Policies and Guidelines.** Investment management decisions shall be made in accordance with the Investment Policy and Guidelines of WatersEdge Advisors. Ministry Funds Management accounts are administered in accordance with the Ministry Funds Management Policy and Guidelines of WatersEdge Advisors, as amended from time to time. The Client acknowledges that it has received and understands the Investment Policy and Guidelines and the Ministry Funds Management Policy and Guidelines.
6. **Standard of Responsibility.** When managing the Client's monies under the terms of this Ministry Funds Management Master Agreement, WatersEdge Advisors shall exercise ordinary business care and prudence under the facts and circumstances prevailing at the time of the action or decision.
7. **Fees.** The fee schedule is listed as an exhibit to the Ministry Funds Management Policy and Guidelines of WatersEdge Advisors.
 - A. CBL Term Investments. No fee is charged.
 - B. Market Investments. Fees are charged by WatersEdge Advisors to reimburse its administrative and overhead costs.
 - C. Cash Funds.
 - i) Money Market Mutual Fund. Fees are charged by WatersEdge Advisors to reimburse its administrative and overhead costs.
 - ii) Enhanced Cash Fund. No fee is charged.
8. **Termination.** This Ministry Funds Management Master Agreement may be terminated by either party giving written notice to the other and shall terminate at the end of the month upon receipt of such notice. Withdrawal of the Client's monies upon termination shall be in accordance with the Ministry Funds Management Policy and Guidelines of WatersEdge Advisors then in effect. Early termination fees shall apply to CBL Term Investments.
9. **Assignment.** This contract is personal to the parties. No assignment of rights shall be permitted.
10. **Representations by Client.** The Client hereby makes the following representations and covenants, both at the signing of this Ministry Funds Management Master Agreement and at all times during its term:
 - 10.1 **Investments Authorized By Client.** This Ministry Funds Management Master Agreement has been duly authorized by appropriate action of the Client and is binding upon it.
 - 10.2 **Monies Owned by Client.** All monies are owned solely by the Client, and the income and return from investment of its monies shall only benefit the Client.
 - 10.3 **Authorized Representatives of the Client.** WatersEdge Advisors shall rely upon written instructions signed by any representative of the Client listed on the Ministry Funds Management Investment Allocation Form.
11. **WatersEdge Advisors and Funds Not Registered.** Neither WatersEdge Advisors nor its investments are registered with the Securities and Exchange Commission or with the Oklahoma Department of Securities under any federal or state securities law.
12. **Entire Agreement; Amendment.** This Ministry Funds Management Master Agreement constitutes the entire agreement of the parties and can be amended only by a written document signed by the parties.
13. **Governing Law.** This Ministry Funds Management Master Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

14. **Notices.** All communications may be delivered in person, by facsimile, by email, or by mail to:

WatersEdge Advisors

ATTN: Chief Lending Officer,
Ministry Services
3800 N. May Avenue
Oklahoma City, Oklahoma 73112
FAX NUMBER: (405) 594-6091
EMAIL: ministryfundsmanagement@bfok.org

Client Contact Information

Organization: _____
ATTN: _____
Street: _____
City: _____
State: _____ Zip: _____
EMAIL: _____
(to receive additional statement information)

Or to such other addresses as the parties may from time to time designate in writing.

15. **Severability.** Should any clause or provision of this Ministry Funds Management Master Agreement be invalid or void for any reason, such invalid or void clause or provision shall not affect the whole of this instrument, but the balance of the provisions shall remain in full force and effect.

WatersEdge Advisors shall rely only upon written instructions signed by any of the following representatives of the Client in regard to revisions, renewals, withdrawals, or changes to the Client's Ministry Funds Management account(s):

NAME	OFFICE	SIGNATURE
_____	_____	_____
_____	_____	_____

The Client shall notify WatersEdge Advisors of any other persons or substitutions of persons authorized to give instructions. WatersEdge Advisors may rely on any communication reasonably believed by it to be genuine and authorized by the Client under terms of this Investment Allocation Form.

How did you hear about us?

Please tell us how you heard about WatersEdge Advisors's Ministry Funds Management Program. (e.g. word of mouth, online, newspaper, or direct mail advertising)

Executed and effective this _____ day of _____, 20____.

CLIENT:

BY: _____
Signature

Print Name and Title

WATERSEEDGE ADVISORS:

BY: _____
President