



Demand and Term Deposits Master Agreement

This Demand and Term Deposits Master Agreement (Agreement) is between _____, a charitable organization (Client), and WatersEdge Ministry Services (WatersEdge), 3800 North May Avenue, Oklahoma City, Oklahoma 73112-6506. WatersEdge 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 Demand and Term Deposits accounts of the Client.

Reasons for Demand and Term Deposits 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 has agreed to provide Client with the opportunity to place monies with WatersEdge for investment management, through the WatersEdge Church Extension Fund Offering Circular.

Agreement

1. **Selection of Deposits.** The Client shall make its investment selection(s) on the Demand and Term Deposits Investment Allocation Form. The Demand and Term Deposits Investment Allocation Form allows the Client to allocate its investment between the Term Deposits and/or Demand Deposits. Absent written directions from the Client, the default allocation will be 100% to the Enhanced Cash Fund.
2. **Additions to Deposits.** The Client may place additional monies with WatersEdge 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 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 Demand and Term Deposits except where the loss is due to a breach by WatersEdge of the terms of this Agreement. The Client also understands that investments are not insured by any governmental or private insurance program. See the WatersEdge Church Extension Fund Offering Circular for a detailed description of the risk factors.
4. **Ownership of Assets.** The Client shall be the owner of the Deposits selected.
5. **Policies and Guidelines.** Deposit management decisions shall be made in accordance with the Church Extension Fund Policies and Guidelines (Policies and Guidelines) of WatersEdge. Demand and Term Deposits accounts are administered in accordance with the Policies and Guidelines of WatersEdge, as amended from time to time. The Client acknowledges that it has received and understands the Policies and Guidelines.

6. **Standard of Responsibility.** When managing the Client's monies under the terms of this Demand and Term Deposits Master Agreement, WatersEdge 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 Policies and Guidelines of WatersEdge.
 - A. CBL Term Investments. No fee is charged.
 - B. Enhanced Cash Fund. No fee is charged.
8. **Termination.** This Demand and Term Deposits 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 Policies and Guidelines of WatersEdge 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 Demand and Term Deposits Master Agreement and at all times during its term:
 - 10.1 **Offering Circular.** Client has received a copy of the WatersEdge Church Extension Fund Offering Circular.
 - 10.2 **Deposits Authorized By Client.** This Demand and Term Deposits Master Agreement has been duly authorized by appropriate action of the Client and is binding upon it.
 - 10.3 **Monies Owned by Client.** All monies are owned solely by the Client, and the income and return from deposit of its monies shall only benefit the Client.
 - 10.4 **Authorized Representatives of the Client.** WatersEdge shall rely upon written instructions signed by any representative of the Client listed on the Demand and Term Deposits Master Agreement.
11. **WatersEdge and Funds Not Registered.** Neither WatersEdge nor its deposits are registered with the Securities and Exchange Commission or any federal or state securities law. WatersEdge offers and sells its securities only in states where authorized. The offering is made solely by the WatersEdge Church Extension Fund Offering Circular.
12. **Entire Agreement; Amendment.** This Demand and Term Deposits 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 Demand and Term Deposits 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 Ministry Services

ATTN: President,
 Ministry Services
 3800 N. May Avenue
 Oklahoma City, Oklahoma 73112
 FAX NUMBER: (405) 594-6091
 EMAIL: info@watersedgeservices.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 Demand and Term Deposits 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 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 Demand and Term Deposits account(s):

NAME	OFFICE	SIGNATURE

The Client shall notify WatersEdge of any other persons or substitutions of persons authorized to give instructions. WatersEdge may rely on any communication reasonably believed by it to be genuine and authorized by the Client under terms of this Demand and Term Deposits Master Agreement.

How did you hear about us?

Please tell us how you heard about WatersEdge Demand and Term Deposits 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

WATERSEGE MINISTRY SERVICES:

BY: _____
President