

Ministry Investment Account

New Account Application and Custodial Agreement

Questions or Need Assistance?

Call (909) 738-4000 or email info@bfcalf.org



THE BAPTIST
Foundation
OF CALIFORNIA™

1. Organization Information

Name of Organization

Address

City, State, Zip

Organization Phone Number

Organization Email Address

Name of Account

Organization EIN

Statement Frequency:

Additional Statement Recipient:

Monthly

Quarterly

(only available with
paperless statements)

Name of Recipient

Email Address

2. Primary Contact/Authorized Signer Information

Organization certifies that all signers listed below are authorized to sign on behalf of church/ministry.

Please attach a copy of your organization's Corporate Resolution.

Please attach a copy of each signer's Driver License with this form

Number of Signatures Required to Make Changes or Request Distributions: _____

Primary Contact Information

Printed Name of Primary Contact/Authorized Signer

Title of Primary Contact/Authorized Signer

Phone Number

Date of Birth

Address

Email Address

Suite/Apartment

City, State, Zip

Signature of Primary Contact/Authorized Signer

3. Additional Authorized Signer Information

Printed Name of Authorized Signer

Title of Authorized Signer 2

Phone Number

Date of Birth

Address

Email Address

Suite/Apartment

City, State, Zip

Signature of Authorized Signer

Printed Name of Authorized Signer

Title of Authorized Signer

Phone Number

Date of Birth

Address

Email Address

Suite/Apartment

City, State, Zip

Signature of Authorized Signer

Printed Name of Authorized Signer

Title of Authorized Signer

Phone Number

Date of Birth

Address

Email Address

Suite/Apartment

City, State, Zip

Signature of Authorized Signer

4. Initial Investment and Allocation

Initial Investment Amount:

\$ _____

Please transfer funds from our bank account to fund our Foundation Account

Opt-In for Semi-Annual Account Rebalancing

Allocation:

| | | | |
|---------------------------|----------|----|-------------|
| Mid Term Income Fund | \$ _____ | or | _____ % |
| Long Term Income Fund | \$ _____ | or | _____ % |
| Global Equities Fund | \$ _____ | or | _____ % |
| Primary Alternatives Fund | \$ _____ | or | _____ % |
| Total | \$ _____ | or | 100% |

5. Electronic Funds Transfer (EFT) Authorization

Please attach a voided check.

Name Exactly as listed on Bank Account

Bank Account Type:

Checking

Savings

Bank Routing Number/ABA Number (nine digits)

Checking or Savings Account Number

Transfer Type:

ACH

Wire

Bank Name

Bank Address

Bank Address

By signing below, I/we:

- Certify that I/we have read the Important Electronic Funds Transfer Information included with this form.
- Certify that all information you provided is correct.
- Agree, if you are a trustee or the fiduciary that you are responsible for complying with your legal and fiduciary obligations.
- Authorize the Foundation, upon receiving instructions from you or as otherwise authorized by you, to make payments from you by credit or debit entries to the designated account at the financial institution indicated in the form ("Bank"). You authorize the Bank to process such entries and to credit or debit the designated account at that Bank for such entries. You ratify such instructions and agree that will be liable for any loss, liability, cost, or expense for acting upon all such instructions believed to

be genuine if we employ reasonable procedures to prevent unauthorized transactions. You agree that this authorization may only be revoked by written notice to us in such time and manner as to afford us and the Bank a reasonable opportunity to act upon it.

- Acknowledge that the Foundation will not be liable for any loss, expense, or cost arising out of your instructions, provided that it institutes reasonable procedures to prevent unauthorized transactions.
- Understand that the Foundation may purge unused EFT instructions from your account(s) on a periodic basis without notice to you.
- Understand that the Foundation may terminate the EFT instructions from your account(s) at any time in its sole discretion.

6. Custodial Agreement

This Custodial Agreement, in addition to the Custodial Agreement Addendum, attached hereto and made a part hereof (collectively, the "Custodial Agreement"), is effective is between The Baptist Foundation of California, a California nonprofit, religious corporation, whose mailing address is 3210 E. Guasti Road, Suite 640, Ontario, CA 91761, and the ministry ("Participant"), named in this application as of the latest date set forth below. Participant has or will transfer and deliver to Foundation the total sum and assets indicated in Section 4 (the "Assets"). The Assets so transferred, together with any additional Assets transferred to the Foundation by the Participant for management under this Agreement, will be held and invested in accordance with the terms of this Custodial Agreement, the Foundation's Investment Policy, and the Foundation's Disclosure Statement. We, the undersigned, certify that we are duly authorized to execute this Custodial Agreement on behalf of the Participant. We further certify that the Participant has received, read, understood and agreed to all statements in the Disclosure Statement provided by the Foundation and confirms that Participant is an organization exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The Foundation has the right to rely on the information provided in this application and Custodial Agreement (and any subsequent notices) and will be held harmless when responding to the authorized signatories.

7. Authorization

Signature

Name and Title of Authorized Signer (please print)

Date

Signature

Name and Title of Authorized Signer (please print)

Date

Signature

Name and Title of Authorized Signer (please print)

Date

Signature

Name and Title of Authorized Signer (please print)

Date

Deliver Form to:

Email: info@bfcac.org (preferred)

Mail: The Baptist Foundation of California
3210 E. Guasti Road, Ste 640
Ontario, CA 91761

Custodial Agreement Addendum

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Please Keep for Your Records

- The Assets of the Participant and control of the Assets remains with the Participant. The Asset is held by the Foundation in a custodial capacity only for investment purposes and not as a trust. Foundation shall manage the Asset according to the Uniform Management of Institutional Funds Act as provided by California statutes.
- Foundation shall invest and reinvest the Asset in compliance with Participant's instructions. The Participant may choose to allocate the Asset among the investment options offered by the Foundation, including, but not limited to one or more Investment Funds (as defined in the Foundation's Disclosure Statement) and the underlying portfolios that constitute the Investment Funds maintained by the Foundation. Foundation may employ consultants and advisors concerning management of the Assets and its Investment Funds and the underlying portfolios that constitute its Investment Funds. Foundation shall furnish Participant a quarterly account statement showing status and earnings of the Assets. Foundation shall pay income, or make distribution, on the Assets in accordance with the written directions of the Participant and the then current policies of the Foundation. Foundation shall at all times hold and administer the Assets in accordance with the terms of Foundation's Investment Policy as may be modified by the Foundation from time to time.
- Foundation shall, upon specific instructions of Participant, separately invest such portion of the Assets as Participant shall require, provided, however, that on such separately invested Assets, Foundation shall deduct its cost recovery charge prior to determining the net income of such separately invested Asset.
- Participant acknowledges that the Foundation will receive a management fee in accordance with its stated schedule. The fees are based on the market value of the Assets under management and are calculated by applying the annual fee percentage to the total market value of the Assets, multiplied by a fraction, the denominator of which is the number of days in the applicable year and the numerator of which is the number of days during which such assets were under management. All fees shall be payable from the Assets invested by the Participant with the Foundation.
- Participant or Foundation may cancel this Agreement at any time by a 90 day written notice. Upon termination, the Foundation shall distribute all Assets then held by it hereunder to the Participant or in accordance with the written instructions of the Participant; provided, however, that the Foundation shall be under no duty or obligation to transfer or deliver the Assets until the Participant has furnished it with all supporting documents necessary to effect the transfer of the Assets.
- Participant may withdraw income and principal at any time during the term of this Agreement upon 30 days prior written notice, signed by the designated representative of Participant. There is no minimum or maximum investment limit at this time. Additions to the Investment Funds may be made at any time. The Foundation has the right to call the Assets in the Investment Funds upon 60 days prior written notice. The Foundation reserves the right to distribute Assets in kind rather than be required to liquidate the Assets.
- The Foundation's income comes primarily from five sources:
 - (a) management fees for assets managed by the Foundation through its Trust Division;
 - (b) management and related fees earned through its Lending Services Division;
 - (c) investment income;
 - (d) gifts and
 - (e) other miscellaneous sources.
- The Foundation has not been registered under any federal or state securities laws, pursuant to an exemption from registration under the Philanthropy Protection Act of 1995 (the "Act").
- Participant represents that it is recognized as exempt from federal income tax under 501(c)(3) of the Internal Revenue Code of 1986, as amended, and is one, or more, of the following: (i) Baptist institution, agency, commission, foundation, association or church affiliated with the California Southern Baptist Convention, the Southern Baptist Convention or other state Baptist Conventions; or (ii) a trust with either its total remainder or its income for a predetermined period designated for charitable organizations in accordance with IRS guidelines and at least one-half the distribution designated to be made to a Baptist institution, agency, commission, association or church affiliated with the California Southern Baptist Convention, the Southern Baptist Convention or other state Baptist Conventions; or (iii) such other qualified charitable trust or entity, which may or may not be affiliated with said Baptist Conventions, the Assets of which the Board of Directors of the California Baptist Foundation determines it will receive and administer.
- Participant acknowledges that the entirety of the Assets consists of funds of a charitable entity. The Participant warrants that none of the assets transferred by the Participant to the Foundation are held for retirement plans.
- Participant acknowledges that it has received and reviewed the Investment Policy and Disclosure Statement of the Foundation, which provides written information describing the material operations of the funds held and maintained by the Foundation, and that it, or its representatives, possesses such knowledge and experience in investments of this type to evaluate the risks and merits of the investment options made available by the Foundation. The Participant acknowledges that the Foundation does not guarantee the results of its investment strategies. Past investment performance history is not an indicator, nor a guarantee of future performance.
- All notices and requests after the date of this Agreement shall be deemed to have been duly given if in writing and delivered or sent by U.S. mail, to the respective addresses set forth at the beginning of this Agreement.
- The Participant is prohibited from assigning, encumbering, or otherwise transferring its interests in the investment option made available by the Foundation under the terms of this Agreement. This paragraph shall not affect the Participant's right to distributions as provided elsewhere in this Agreement.
- Neither the Foundation, its affiliates, nor any of their respective officers, directors, agents, or employees (the "Covered Parties") shall be liable to the Participant for: (1) any loss arising from the Participant's direction or from any information supplied by the Participant to the Foundation; or (2) any act or failure to act by any of the Covered Parties that does not constitute gross negligence or willful misconduct. The Participant agrees to indemnify and hold the Covered Parties harmless from and against any and all claims, losses, damages, expenses, and liabilities (including reasonable attorneys' fees) relating to or arising from this Custodial Agreement.
- This constitutes the full and complete agreement by and between the Participant and the Foundation. All oral agreements and/or discussions are merged herein and are null and void to the extent that they are in conflict herein. No changes, alterations, additions, modifications, or qualifications shall be made or had in the terms, conditions or provisions of any paragraph or item of this Custodial Agreement unless the same shall be made and signed by both parties. If any part of this Custodial Agreement is found to be invalid or unenforceable it will not affect the validity or enforceability of the remainder of the Custodial Agreement. This Custodial Agreement may not be assigned by Participant without the prior written consent of the Foundation. This Custodial Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

EFT Information Addendum

Questions or Need Assistance?

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Helpful Information

- EFT can be used to make routine transfers to or from your bank.
- ACH payments are usually received by your checking or savings account by the next business day.
- Wire payments are usually received by your checking or saving accounts the same business day. Wire payments have to be received by 12:00 pm in order for the funds to be transferred the same day.
- Regardless of transfer type, your first distribution may take longer that your future payments so that bank account information can be confirmed.
- The bank routing number used for your checking or savings account may be different from the routing number for ACH payments or the number listed on your checks/account statements. If you are unsure that you have the correct routing number, please contact your bank.

Delivery Instructions

Email (preferred): info@bfcalf.org

Mail: The Baptist Foundation of California 3210 E. Guasti Road, Ste. 640 Ontario, CA 91761

Privacy Statement

You understand that the Foundation will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with a government agency or court order, or
- (iv) If you give the Foundation your written permission.

Fees

There is no fee to use the EFT service to send payments via ach, although your financial institution may charge transaction fees. To send funds via wire, there is a \$12 wire fee and your financial institution may charge additional fees.

Business Days

For purposes of EFTs, the Foundation's business days are Monday through Friday. Bank and New York Stock Exchange holidays are not included.

Stop Payment Procedures

If you have told the Foundation in advance to make regular distributions out of your Foundation account, you can stop any of these payments by calling or writing to the Foundation using the contact information listed above. Your notice must be made in time for the Foundation to receive your request at least three (3) business days or more before the payment is scheduled to be made. If you call, the Foundation may, as an additional measure, require you to put your request in writing and get it to the Foundation within fourteen (14) days after you call.

Liability for Failure to Make Covered Transfers

If the Foundation does not complete a transfer to or from your Foundation account on time or in the correct amount according to Foundation's agreement with you, the Foundation may be liable for your losses or damages.

However, there are some exceptions. The Foundation will not be liable for instance:

- If, through no fault of the Foundation's, you do not have enough money in your Foundation account to make the transfer.
- If the money in your Foundation account is subject to legal process or other claim restricting such transfer.
- If the transfer would exceed your margin availability, if any.

- If the bank account information you provided to the Foundation when you established the EFT service was incorrect or has subsequently become incorrect.
- If circumstances beyond the Foundation's control (such as fire or flood) prevent the transaction, despite reasonable precautions taken by the Foundation.
- If there was a technical malfunction which was known to you at the time you attempted to initiate a transfer or, in the case of a preauthorized transfer, at the time the transfer should have occurred.
- There may be other exceptions stated in our agreement with you.

Resolution

In the case of errors or questions about your transfer, you will call or write the Foundation using the contact information listed below, promptly. You will call or write the Foundation if you think your statement is wrong or if you need more information about a transfer on the statement. The Foundation must hear from you no later than sixty (60) days after the Foundation sent the FIRST statement on which the problem or error appeared. You will:

- Tell the Foundation your name and account number.
- Describe the error or the transfer that you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell the Foundation the dollar amount of the suspected error. If you notify the Foundation orally, the Foundation may require that you send your complaint or question in writing within ten (10) business days. The Foundation will tell you the results of its investigation within ten (10) business days after the Foundation hears from you and will correct any error promptly. If the Foundation needs more time, however, it may take up to forty-five (45) days to investigate your complaint or question. If the Foundation decides to do this, it will credit your account within ten (10) business days for the amount that you think is in error, so that you will have the use of the money during the time it takes the Foundation to complete its investigation. If the Foundation asks you to put your request or question in writing and it does not receive it within ten (10) business days the Foundation may not credit your account. For questions involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. With respect to new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. The Foundation will inform you of the results of its investigation within three (3) business days of its completion. If the Foundation decides that there was no error, the Foundation will send you a written explanation. You may ask for copies of the documents that the Foundation used in the investigation.