



In his heart a man plans his course, but the Lord determines his steps. —Proverbs 16:9

Custodial Agreement

This is an agreement (the "Agreement") between _____, a member congregation or affiliated ministry of the Wisconsin Evangelical Lutheran Synod, whose address is:

_____ (the "Organization") and WELS Investment Funds, a Wisconsin not-for profit corporation, whose address is N16W23377 Stone Ridge Drive, Waukesha, Wisconsin.

The Organization has created a fund called _____ (the "Fund"), and the Organization desires that WELS Investment Funds manage the assets of the Fund and that WELS Investment Funds is willing to manage the assets of the Fund.

The Organization and WELS Investment Funds agree as follows:

- 1. Custodial Account.** The assets of the Fund that are transferred by the Organization for management under this Agreement (the "Custodial Account") shall be managed by WELS Investment Funds, in a custodial capacity, in accordance with the terms of the Agreement. The Custodial Account is an asset of the Organization, and control of the account remains with the Organization. It is not a trust. The Organization warrants that none of the assets transferred by the Organization to WELS Investment Funds are held for retirement plans.
- 2. Authorized Signer(s).** The Organization shall designate one or more Authorized Signer(s). The Organization gives the Authorized Signer(s) the authority to act on behalf of the Organization with respect to the Fund.
- 3. Investment.** The Organization shall provide written directions to WELS Investment Funds as to how the assets of the Fund shall be invested. The Organization may choose the WELS Balanced Fund, WELS Endowment Fund, WELS Equity Fund, WELS Income Fund (each a "Portfolio Fund"), or any combination of the four Portfolio Funds. WELS Investment Funds may employ consultants and advisors concerning management of the assets of the Fund and the Portfolio Funds.
- 4. Material Terms of Operation.** The Organization acknowledges receipt of WELS Investment Funds' Investment Overview that describes the material terms of operation of the Portfolio Funds.
- 5. Addition.** The Organization may add assets of the Fund to the Custodial Account at any time; however, the processing of additions only occurs on the first business day of each month. Assets of the Fund must be received by WELS Investment Funds at least one business day prior to the end of the month to be included in the monthly processing. Additions received prior to month-end will be held in a cash account at Wells Fargo until processed in the WELS Investment Funds.
- 6. Withdrawals.** The Organization may make withdrawals of assets of the Fund from the Custodial Account upon furnishing written directions to WELS Investment Funds in accordance with the then current policies of WELS Investment Funds. Processing withdrawals only occurs on the first business day of each month. Withdrawal requests must be received by WELS Investment Funds at least one business day prior to the end of the month to be included in the monthly processing.
- 7. Statements.** WELS Investment Funds shall provide quarterly account statements to the Organization.
- 8. Fee and Expenses.** WELS Investment Funds shall be entitled to reimbursement of its expenses and compensated for its services according to its Material Terms of Operation, as amended from time to time. In addition, expenses of underlying investments of the Portfolio Funds may be charged directly to the Portfolio Funds.

- 9. Bond.** WELS Investment Funds shall not be required to obtain a bond.
- 10. Liability.** WELS Investment Funds shall not be liable for any loss unless caused by its bad faith and/or gross negligence.
- 11. Assignment.** The Organization is prohibited from assigning, encumbering, or otherwise transferring its interest in the Portfolio Funds under this Agreement. This paragraph shall not affect the Organization's right to withdraw assets of the Fund from the Custodial Account under Paragraph 6.
- 12. WELS.** In the event the Organization, or any successor, ceases to be affiliated with the Wisconsin Evangelical Lutheran Synod (WELS), or in the event the Organization should lose its status as an entity described in Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended, then the principal assets of the Fund together with all accrued income shall be returned to the Organization.
- 13. Termination.** In the event the principal value of the Fund falls below \$10,000 or WELS Investment Funds determines that the cost of administering the Fund is unduly burdensome, WELS Investment Funds may terminate the Agreement and return the principal assets of the Fund together with all accrued income to the Organization.

The parties have signed this Custodial Agreement on the _____ day of _____ 20_____.

 Organization Name

 Authorized Signature

 Print Name and Title

Amount of investment \$ _____

<u>Fund</u>	<u>Allocation</u>
WELS Balanced Fund	_____ %
WELS Endowment Fund	_____ %
WELS Equity Fund	_____ %
WELS Income Fund	_____ %

Return completed CUSTODIAL AGREEMENT, CUSTODIAL ACCOUNT WORKSHEET along with a check made payable to WELS Investment Funds to:

WELS Investment Funds
 N16W23377 Stone Ridge Drive
 Waukesha, WI 53188-1108