<def:Accounts>On this day, XXX 0, 0000, we, as duly authorized representatives of the **<UnitizedForName>** (the “Account”), for which there is currently a governing account agreement (the “Agreement”) between you and the plan and maintained by you as account **<UnitizedForBin>** , instruct you to create a unitized investment fund (the “Fund” ) for which the plan will be the sole investor. This Fund shall be held by you pursuant to the Agreement in conjunction with this document

### Fund Information

We understand that the assets of the Fund are assets of the Account and are governed by all terms and conditions set forth in the Agreement unless specifically instructed otherwise. We understand for operational purposes, detailed accounts of all investments, receipts and disbursements and other transactions will be held in a separate account (the “Unitized Account”) and will be represented in summary in the Account records as a security (the “Unitized Security”).

|  |  |
| --- | --- |
| Unitized Account Name | Unitized Account Number |
| <def:PlanName> | <def:BinNumber> |
| Unitized Security Name | Unitized Security Number |
| <def:CommonFundCusip/Description> | <def:Security> |

You are to value the Funds daily on an accrual basis and you will report the unit value of the Funds using a fluctuating pricing method.

### Unit Purchases and Redemptions

We, or our authorized agents as defined in the Agreement, shall deliver to you electronically or enter into your web site, all orders to purchase or redeem units of the fund. We instruct you to accept orders sent to you after the time the New York Stock Exchange closes for the business day (the Market Close ) until the New York Stock Exchange opens for the following business day. We represent to you that this after market delivery of orders is only for operational reasons and proper procedures are in place to ensure that such orders reflect only participant investment decisions made before the Market Close. Unit orders will be processed using the closing price of the trade date with units being issued on the business day following the trade date. We understand that in the case of a full liquidation of the fund prior to all securities being liquidated, the order will be held, all securities in the fund will be liquidated, and the order will be executed using the resulting cash balance in the Fund. You shall use best efforts to confirm or reject orders by 12:00pm EST on the day following the trade date of such orders. Such confirmations shall be delivered to the TPA (as defined in the Agreement) via the mechanism the order was delivered to you. When possible, settlement of unit purchases and redemptions shall occur on the business day following the trade date or as soon thereafter when sufficient liquidity exists in the fund to cover such settlement. We acknowledge that when the liquidity in the fund is insufficient to cover the settlement of redemptions, settlement for that order will be delayed until there is sufficient liquidity in the fund.

### Trading Authorization Limited to Purchases and Sales of Securities

We hereby authorize **<ManagerName>** and its/their authorized employees, representatives and agents (the “IA”), as the agent and attorney-in-fact to buy, sell and trade (including exchange and reorganization transactions, and attending to corporate actions) in stocks, bonds and any other security contracts and conditions for the Unitized Account. We agree to indemnify and you and any broker-dealers executing trades or other instructions for the Unitized Account, including any broker-dealers related to you (collectively, the “Trading Parties”) harmless from and to pay you promptly on demand any and all losses arising there from or debit balance due thereon.

In all such purchases, sales, trades or other transactions, you are authorized to follow instructions of the IA (received by either written, oral, or electronic transmission) in every respect concerning the Unitized Account and the IA is authorized to act for the undersigned and in our behalf in the same manner and with the same force and effect as we might or could do with respect to such purchases, sales or trades as well as respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or trades, or other activity with respect to management of the assets in Unitized Account.

We hereby ratify and confirm any and all transactions theretofore or hereafter made by the aforesaid IA for the Unitized Account. This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which Trading Parties may have under any other agreement or agreements between the Account and the Trading Parties.

This authorization and indemnity is also a continuing one and shall remain in full force and effect until revoked by us by a written notice addressed to you and delivered by certified mail to its office, but such revocation shall not affect liability in any way resulting from transactions initiated prior to such revocation, and shall not be effective until the first business day following the day that the revocation is received by you. Provided, however, you may rely upon an oral revocation by us, effective immediately, if you believe said oral instructions to be in good faith and genuine. This authorization and indemnity shall inure to the benefit of Trading Parties and of any successor organization or organizations irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the assigns of Trading Parties or any successor organization.

### Fee Accrual & Payment

We instruct you to reflect the fees entered below in the valuation of the Funds daily on an accrual basis. We instruct you to pay the fees entered below on the last business day of the month from the Unitized Account.

The Management Fee, if any, is payable to the IA for fulfillment of investment advisory services pursuant to a separate service agreement between the IA and the plan referenced herein. The WindwardOverseer Platform fee is payable to Windward Studios for pricing, unitization, reconciliation, and other operational support of the Account.

|  |  |  |
| --- | --- | --- |
| **Fee Type** | **Payable To** | **Amount (Annual % of Assets)** |
| Management Fee | <ManagerName> | <def:MgmtFeeBps>% |
| WindwardOverseer Platform Fee | Windward Studios | <def:PlatformFeeBps>% |

Each person providing a signature below is executing this agreement on behalf of the plan referenced herein and has the authority under the plan’s governing instruments to so execute this application, and execution of this application has been duly authorized in accordance with the governing instruments of the plan and does not violate any agreement with, or require the approval of, any other person. These instructions shall remain in effect until we provide written instructions to you to the contrary.

<Trustees>

**By: <UseEsignature>{{signHere\_es\_signer{position}\_signature}}<else>\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:if>**

 **<def:TrusteeName>**

 **<def:Title>**

**<ClientName>**

:forEach>

:forEach>