

**RETIREMENT PLAN
SERVICE AGREEMENT**

THIS SERVICE AGREEMENT ("Agreement") is entered into on _____, 20____, by and between The Leaders Group, Inc. a registered Broker-Dealer ("Broker") , _____ its representative and _____ ("Plan Sponsor") and _____ ("Plan") and _____ ("Fiduciary").

Plan Sponsor, Plan and Fiduciary are sometimes collectively referred to as "Client". The Fiduciary has the authority to cause the Plan to enter into, extend or renew this Agreement. Client acknowledges that the disclosures made by Broker in this Agreement were provided to Fiduciary reasonably in advance of this Agreement being entered into and fulfill the obligations of disclosure under ERISA §408(b)2. The parties agree as follows:

1. **Services.** The Leaders Group agrees to provide the services as set forth and mutually agreed on Appendix A (collectively, the "Services") for the retirement plan sponsored by Client identified on Appendix A (the "Plan"). In providing the Services, Client acknowledges that The Leaders Group has no responsibility to provide any Services hereunder with respect to the following types of assets: employer securities, real estate (but excluding real estate funds and publicly traded REITS), participant loans, non-publicly traded securities or assets; (other than Collective Investment Funds or non-publicly traded securities or assets recommended by The Leaders Group), other illiquid investments, or brokerage window programs. Client further acknowledges that The Leaders Group and its representatives shall have no authority or responsibility to provide Services with respect to voting proxies for securities held by the Plan or take other action related to the exercise of shareholder rights regarding such securities.

For the Services that are marked as "ERISA Non-Discretionary Fiduciary Services" in Appendix A, The Leaders Group will act as a fiduciary under ERISA Section 3(21)(A)(ii) with respect to its rendering of investment advice as that term is defined in ERISA. The Leaders Group has not agreed to assume the duties of, a trustee of the Plan or as Plan Administrator (as such term is defined under ERISA), and The Leaders Group has discretion only with respect to ERISA Discretionary Fiduciary Services designated hereunder, but no discretion to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan. (Further, neither The Leaders Group nor its affiliates has the authority or responsibility to act as a custodian for the Plan and do not take custody of Plan assets. The Leaders Group will not act as an ERISA fiduciary with respect to any Services marked as "Non-Fiduciary ERISA Services" in Appendix A.

The Leaders Group shall not, and cannot, provide legal or tax advice to Client or the Plan. Client agrees to seek the advice of its legal adviser, as to matters that might arise relating to the operations and administration of the Plan.

Client acknowledges that The Leaders Group is entitled to rely upon all information necessary for it to carry out its duties hereunder that is provided by Client, Client's representatives or Client's other service providers without independent verification by The Leaders Group. Client represents that all such information provided to The Leaders Group is and shall be true, correct and complete in all material respects. Client agrees to promptly notify The Leaders Group in writing of any material change in the information provided to The Leaders Group and to promptly provide any such additional information as may be reasonably requested by The Leaders Group.

2. **Compensation.**

(a) In consideration for the Services provided under this Agreement, Plan shall pay to The Leaders Group the compensation shown for the Services on the Fee Schedule attached as Appendix B (the "Fee Schedule"). The compensation payable to The Leaders Group as set forth on the Fee Schedule are referred to collectively as the "Fees." Client hereby authorizes the Plan's recordkeeper (or other custodian of the Plan's assets) to remit the compensation directly to The Leaders Group from Plan assets. Notwithstanding the Plan's obligation to pay compensation, Client may elect within its sole discretion to pay any or all compensation to The Leaders Group in lieu of payment by the Plan; provided that any compensation remaining unpaid after thirty (30) days from date of invoice shall be due and payable immediately by the Plan.

3. **Fiduciary Status; Limitations on Functions.**

(a) Custody of Plan assets will be maintained with an independent custodian selected by Client. The Leaders Group will not have custody of any assets. Client will be solely responsible for paying all fees or charges of the custodian. Neither The Leaders Group nor any of its affiliates shall have any liability with respect to custodial arrangements or the acts, conduct, or omissions of the custodian. Client authorizes The Leaders Group to instruct the custodian on Client's behalf to provide The Leaders Group with copies of all periodic statements and other reports that the custodian sends to Client.

(b) The sole standard of care imposed on The Leaders Group in performing the ERISA Fiduciary Services hereunder is to act with the care, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, provided, however, that nothing in this Agreement shall be deemed to limit any responsibility that The Leaders Group may have to Client to the extent such limitation would be inconsistent with applicable laws, including securities laws.

4. **Authority.** If the Client elects any service in Section II of Appendix A designated as an ERISA Discretionary Fiduciary Service, the provisions of this Section 4 shall apply to the discretionary power and authority granted to The Leaders Group under this Agreement to supervise and direct the investment of Plan assets.

(a) **Trade Execution.** The Leaders Group is not responsible for placing trades or entering orders for securities transactions with respect to Plan assets or for the execution of any such orders. The placing and execution of trades in Plan assets will be the responsibility of the Plan's recordkeeper or custodian; provided that The Leaders Group may direct the custodian to replace an investment option offered under the Plan.

(b) **Reports.** Client will provide, or instruct the custodian to provide, The Leaders Group with such reports as to the status of the Plan assets as The Leaders Group may reasonably request. Client acknowledges that The Leaders Group will not be responsible for the accuracy of any information disclosed in any such report or any report provided to The Leaders Group by any third party, and that The Leaders Group may rely on such reports without independent verification.

(c) **Confidential Relationship.** All information and advice furnished by either of the Parties to the other will be treated as confidential and will not be disclosed to third parties except as required by law or as otherwise mutually agreed upon in writing by the The Leaders Group and Client.

5. **Non-Exclusivity.** Client understands that The Leaders Group and its affiliates perform among other things, retirement plan investment consulting, retirement plan fiduciary consulting and portfolio management services for other clients. Client recognizes that The Leaders Group or any of its affiliates may give advice and take action in the performance of its duties for such other clients (including those who may have similar retirement plan arrangements as Client) that may differ from advice given, or in the timing and nature of action taken, with respect to Client. Nothing in this Agreement shall be deemed to impose on The Leaders Group, or any of its affiliates, any obligation to advise Client with respect to the Plan, including the Services provided by The Leaders Group under this Agreement, or any of its affiliates, in the same manner as it may advise any of its other clients. Client also acknowledges that The Leaders Group and its affiliates may, by reason of its other such activities as described above, from time to time acquire confidential information. Client acknowledges and agrees that The Leaders Group is unable to divulge to the Client or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

6. **Valuation.** The Leaders Group may rely, without independent verification, upon valuation of assets as provided by Client or the custodian or record keeper of the Plan's assets. In all events, Client acknowledges that any such valuation shall be no guarantee of any type with respect to the market value of the assets, or any portion thereof, in the Plan.

7. **Right to Renew** After the first anniversary of this agreement, this agreement will automatically be renewed unless Advisor is notified in writing at least 30 days prior to the anniversary date. Your payment of fees will constitute a renewal of this contract under the terms of this agreement. Both parties retain the right not to renew.

8. **Representations of Client.** Client represents and warrants as follows:

(a) It is the Named Fiduciary with respect to the control or management of the assets of the Plan in accordance with the requirements of ERISA. As such, Client has the power and authority to appoint an investment adviser or investment manager under the terms of the Plan, and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties.

(b) Client is the fiduciary of the Plan with the authority to cause the Plan to enter into this contract, unless another party is identified on the signature page. In this capacity, Client (or such other person or group) is referred to as the Responsible Plan Fiduciary.

(c) The person signing the Agreement on behalf of Client has been delegated all necessary authority to do so by Client and the trustees (or Named Fiduciary) of the Plan, and that he or she (including Client, the trustee and the Named Fiduciary) is independent of and unrelated to The Leaders Group or any of its affiliates.

(d) The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws. If Client is a corporation, the signatory on behalf of such Client represents that the execution of the Agreement has been duly authorized by appropriate corporate action and agrees to provide such supporting documentation as may be reasonably required by The Leaders Group.

(e) Client and the Responsible Plan Fiduciary acknowledge that before this Agreement was entered into, The Leaders Group provided to the Responsible Plan Fiduciary information regarding services, compensation, fiduciary obligations and conflicts of interest, and the Responsible Plan

Fiduciary acknowledges that it received such information sufficiently in advance of entering into this Agreement to make an informed decision to engage The Leaders Group. All such information is included in this Agreement, in the Appendixes hereto which are part of this Agreement and in The Leaders Group's Form ADV Part II, a copy of which has been delivered to Client and Responsible Plan Fiduciary and are incorporated by reference herein. Client has reviewed and considered the contents of the disclosure documents, in particular, the provisions relating to compensation, interests in transactions and potential conflicts of interest, as well as the remainder of the disclosure documents which contain information concerning, among other matters, background information such as educational and business history, business practices such as the types of The Leaders Group services provided, the methods of securities analysis used, and the like. Client and the Responsible Plan Fiduciary have determined this Agreement (i) to be in the best interests of the Plan and its participants, (ii) to be necessary for the operation of the Plan, and (iii) to be reasonable based upon the compensation to be paid for Services rendered hereunder.

(f) Client acknowledges that investments fluctuate in value and the value of investments when sold may be more or less than when purchased, and that past investment performance does not necessarily guarantee any level of future investment performance.

(g) The Plan does not prohibit payment of the Fees out of Plan assets, and Client has determined that payment of the Fees by the Plan is prudent and that the Fees are reasonable.

9. **Representations of The Leaders Group.** The Leaders Group represents as follows:

(a) It has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.

(b) It will not participate in or otherwise acquire a financial or other interest in any transaction to be entered into by the Plan and does not have a material financial, referral or other relationship or arrangement with a money manager, broker, other client of The Leaders Group or other person or entity that creates or may create a conflict of interest for The Leaders Group in performing services under this Agreement, except as disclosed in Appendix E hereto.

(c) Appendix C contains an explanation of The Leaders Group's policies and procedures that address actual or potential conflicts of interest or that are designed to prevent either the compensation or relationships described in this Agreement from adversely affecting the provision of services to the Plan and how such policies or procedures address such conflicts of interest or prevent an adverse effect on the provision of services.

(d) It will disclose to the Responsible Plan Fiduciary any material change to the information regarding services, compensation and potential conflicts of interest within 30 days from the date on which The Leaders Group acquires knowledge of the material change.

(e) It will disclose all information related to this Agreement and any compensation or fees received under the Agreement that is requested by Client in order to enable Client to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder.

(f) The Leaders Group will receive the compensation shown in Appendix B only, and does not receive any compensation from any third party in connection with the services hereunder except as shown in such Appendix and as indicated in Section 2(b).

10. **Indemnity.** The Leaders Group agrees to indemnify and hold Client harmless from any and all liabilities and claims, including but not limited to damages, court costs, reasonable legal fees and costs of investigation, which arise directly from The Leaders Group's intentional misconduct or gross negligence or breach of fiduciary duty with respect to the Services hereunder; provided, however, in no event shall The Leaders Group be liable for any indirect, special, consequential or exemplary damage with respect to its Services.

11. **Termination.** Client shall be entitled to terminate this Agreement within five business days of the execution of this Agreement without incurring a penalty or charge. Otherwise, either party may terminate this Agreement upon 30 days prior written notice to the other party, and The Leaders Group shall be entitled to a pro-rata amount of compensation. Such termination will not, however, affect the liabilities or obligations of the Parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of Sections 9 and 12) shall survive any expiration or termination of this Agreement.

12. **General Provisions.**

(a) **Assignability.** This Agreement is not assignable by either Party hereto without the prior written consent of the other Party.

(b) **Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, survivors, administrators and assigns.

(c) **Modification.** The Agreement may be modified, including without limitation the Services to be provided by The Leaders Group or the Fees charged by The Leaders Group (i) by mutual written agreement or (ii) in the manner set forth herein and consistent with the procedure described in Department of Labor Opinion 97-16A (which is set forth in the next paragraph).

The Leaders Group may propose to increase or otherwise change the Fees charged, to change the Services provided or otherwise modify this Agreement by giving Client at least sixty (60) days advance notice of the proposed change. The notice shall be given in the manner described in Section 11(e) below. The notice will (1) explain the proposed modification of the Fees, Services or other provisions; (2) fully disclose any resulting changes in the Fees to be charged as a result of any proposed change in the Services or other changes to this Agreement; (3) identify the effective date of the change; (4) explain Client's right to reject the change or terminate this Agreement; and (5) state that pursuant to the provisions of this Agreement, if Client fails to object to the proposed change(s) before the date on which the change(s) become effective Client will be deemed to have consented to the proposed change(s).

If Client rejects any change to this Agreement proposed by The Leaders Group, The Leaders Group shall not be authorized to make the proposed change. In that event Client shall have an additional sixty (60) days from the proposed effective date (or such additional time beyond 60 days as may be agreed by The Leaders Group) to locate a service provider in place and instead of The Leaders Group. If at the end of such additional sixty (60) day period (or such additional time period as agreed by The Leaders Group), the parties have not reached agreement on the proposed changes, this Agreement shall automatically terminate.

(d) **Severability.** If any one or more of the provisions of this Agreement (other than the provisions of Section 8) shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.

(e) **Notices.** Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier service, or (iv) sent via facsimile and confirmed in writing to:

If to The Leaders Group:

The Leaders Group, Inc.
26 W. Dry Creek Circle, Suite 800
Littleton, CO 80120
Attn: Compliance

If to Client: to the address set out on the signature page or such other address or facsimile as any Party shall have designated by notice in writing to the other Party. All notices shall be deemed to have been given or made when delivered by hand or courier, or when sent by facsimile, or if mailed, on the third business day after being so mailed.

(f) **Headings.** All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.

(g) **Entire Understanding.** This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein

(h) **Applicable Law.** The laws of the State of California shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof, unless otherwise preempted by federal law

(i) **Waiver or Limitation.** Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Client or the Plan or any other party may have under ERISA or federal or state securities laws.

13. **Dispute Resolution; Arbitration.**

(a) All disputes, actions or controversies between Client and The Leaders Group or its affiliates, including any of The Leaders Group's present or former officers, directors, agents or employees, which may arise out of or relate to any of the Services provided by The Leaders Group under this Agreement, or the construction, performance or breach of this or any other agreement between The Leaders Group or an affiliate and Client, whether entered into prior to, on or subsequent to the date hereof, shall be resolved by negotiation of the parties acting in good faith.

(b) If the parties are unable to resolve their differences through negotiation, the parties shall engage in non-binding mediation, using the services of an impartial, neutral mediator selected by mutual agreement of the parties. Mediation is voluntary once commenced, and either party may withdraw from the mediation process at its sole discretion at any time. The fees of the mediator shall be borne equally by the parties.

(c) If the parties are unable to agree on a single mediator or to resolve the issues through mediation, to the extent permitted by law, then the matter shall be settled by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Unless the parties can agree on a single arbitrator, the matter shall be heard by a panel of three arbitrators, one selected by each party and the third selected by the two arbitrators so appointed. Judgment upon any award rendered by the arbitrator(s) shall final, and may be entered into any court having jurisdiction. In agreeing to binding arbitration, Client is aware that:

(i) Arbitration is final and binding on the Parties.

(ii) The Parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.

(iii) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.

(iv) The arbitration award is not required to include factual findings or legal reasoning and any Party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

(v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

The Parties have executed this Agreement as of the date set forth above.

Plan Sponsor

The Leaders Group Representative

By: _____

By: _____

Print Name: _____

Title: _____

Title: _____

Address: _____

ACCEPTED BY THE RESPONSIBLE PLAN FIDUCIARY By: _____

APPENDIX A

The Leaders Group shall perform the following Services for the _____ Plan (the "Plan"), as mutually agreed by The Leaders Group and the Client. Services to be performed shall be checked and initialed by each party.

I. Standard Services

a. ERISA Non-Fiduciary Services

_____ **Education Services to Plan Committee.** The Leaders Group representative will provide training for the members of the Plan Committee (or those designated by the Responsible Plan Fiduciary) with regard to their service on the Committee, including guidance with respect to fiduciary duties, at times mutually agreeable to the parties. The Leaders Group will not render individualized investment advice and will not be held to an ERISA fiduciary standard for services rendered hereunder.

_____ **Participant Education Services.** The Leaders Group representative will conduct initial and/or periodic [☐ annual ☐ semi annual ☐ quarterly or as ☐ mutually agreed upon] enrollment and informational meetings with employees and Participants and provide investment education. In accordance with the Department of Labor's Interpretative Bulletin 96-1, The Leaders Group may provide information about the Plan, general financial and investment information and information and materials relating to asset allocation models available through the Plan. The Leaders Group may also provide interactive investment materials to assist Participants in assessing their future retirement income needs and the impact of different asset allocations on retirement income. Pre and post retirement education and options may also be provided to participants by the Leaders Group broker. At participant's, beneficiary's or plan's termination The Leaders Group is authorized to facilitate transfer of plan assets.

_____ **Plan Search Support.** The Leaders Group will manage the preparation, distribution and evaluation of Request For Proposals, finalist interviews, and conversion support. The Leaders Group will not render individualized investment advice and will not be held to an ERISA fiduciary standard for services rendered hereunder.

Additional Services.

b. ERISA Non-Discretionary Fiduciary Services

_____ **Investment Policy Statement:** The Leaders Group representative will assist the Client in developing a formal, written Investment Policy Statement ("IPS") or it may review and recommend amendments to the Client relating to the existing IPS. The IPS may contain the standards and processes for selecting and monitoring Plan investments, and will set forth the number of general investment options and asset

class categories to be offered to Plan participants with a goal of providing a menu of investments that will allow for the creation of well-diversified portfolios through a mix of equity and fixed income exposures. The IPS is subject to the final approval of Client, and The Leaders Group does not guarantee that Client will achieve the investment objectives in the IPS.

____ **Investment Recommendations & Performance Monitoring:** Unless the Client elects Additional Services below, The Leaders Group representative will perform the following Non-Discretionary Fiduciary Service as an ERISA fiduciary. The Leaders Group will review the investment options available through the Plan and will provide recommendations to the Client to assist the Client in selecting the “core” investments to be offered to Plan participants, including the Plan’s QDIAs if applicable, that meet the criteria set forth in the Plan’s investment policy statement (“IPS”) that has been approved by the Client. The Leaders Group will provide reports on a regular basis that are designed to assist the Client in monitoring the core investment options and may provide recommendations to assist the Client in removing and replacing investments that no longer meet the IPS criteria.

____ **Selection of Qualified Default Investment Alternative.** The Leaders Group representative will recommend to Client an investment fund product or model portfolio meeting the definition of a QDIA in ERISA Regulation 2550.404c-5(e)(3). The QDIA shall be reflected in the IPS. Client retains the sole responsibility to provide all required notices to Participants as required under ERISA section 404(c)(5). The Leaders Group makes no representations that the Plan will otherwise be compliant with section 404(c).

II. Additional Services

____ Client elects to engage The Leaders Group to provide the following Additional Services. The fees for Additional Services offered under Section II are set forth in the Additional Fee Schedule at Appendix B.

a. Non-Fiduciary ERISA Services:

____ **Review of Fiduciary Liability Insurance Coverage:** The Leaders Group representative will work with qualified insurance professionals to review Client’s fiduciary liability coverage. The Leaders Group may assist the Client in obtaining additional or replacement insurance if necessary.

____ **Monitoring of Qualified Fiduciary:** The Client is responsible as a Plan fiduciary for selection of The Leaders Group as a Plan fiduciary, and for monitoring the performance of The Leaders Group. To facilitate this responsibility, The Leaders Group will provide Client with a structure for the annual review and monitoring of The Leaders Group and its representative as a Plan fiduciary.

____ **Participant Advice:** The Leaders Group representative will meet with Plan participants that seek to engage The Leaders Group for Participant Advice services to gather information concerning their retirement investments, time horizon, risk tolerance and investment goals. The Leaders Group representative will review the information and generate individualized investment advice that may include a recommendation to invest in a particular model portfolio, CIF or percentages to be allocated among a number of the Plan’s core investment options. The Leaders Group representative will not provide recommendations on investments held outside of the plan, and the Plan participant retains the sole responsibility to implement the recommendations and to update The Leaders Group as to personal financial information. The Leaders Group does not guarantee that the Plan participants’ investment

objectives will be achieved. Participant Advice shall be delivered as an ERISA Non-Discretionary Fiduciary Service.

Plan Sponsor

Initial

The Leaders Group Representative

Initial

Responsible Plan Fiduciary

Initial

APPENDIX B – Fee Schedule

Advisor's compensation for Standard Services shall be:

_____ None paid by plan. \$_____ or _____% of assets paid by Investment provider.

_____ Annual Flat Fee of \$_____, paid in equal quarterly/monthly payments, and any fees received by Advisor's broker-dealer shall offset the fees of Advisor.

Asset based compensation

_____ An amount equal to _____% of the assets invested in the contract during the first year of the contract;

_____ An amount equal to _____% of the assets invested in the contract during the renewal years (following the first year) of the contract.

Deposit-based compensation

_____ An amount equal to _____% of amounts transferred in the first year of the contract;

_____ An amount equal to _____% of recurring contributions made in the first year of the contract;

_____ An amount equal to _____% of recurring contributions made in renewal years (after the first year) of the contract.

Additional Instructions:

Advisor's compensation for Additional Services shall be:

_____ Annual Flat Fee of \$_____, paid in equal quarterly payments, and any fees received by Advisor's broker-dealer shall offset the fees of Advisor.

_____ Percentage of Plan Assets of _____ basis points, paid based on the value of plan assets at the end of the quarter, and any payments received by Advisor's broker-dealer shall offset the fees of Advisor

_____ Level compensation of _____ basis points is paid to Advisors' affiliate, Advisor's broker-dealer, solely from the Investment Provider with no fee paid to The Leaders Group.

_____ Included in compensation for standard services.

Additional Instructions:

APPENDIX C – Leaders Group Code of Ethics

As a securities industry professional and representative of The Leaders Group, Inc., I believe in, and shall abide by, the following principles:

- I shall strive to enhance the prestige of my profession by always representing myself and my firm with the highest integrity.
- I shall accurately and honestly present all information necessary to enable my clients to make informed decisions.
- I shall comply with all laws and regulations governing my business and professional activities.
- I shall respond promptly to the inquiries, service requests and concerns of my clients and shall always place their interests above my own interests.
- I shall respect the confidentiality of information regarding my client's personal and business information. I shall exercise the highest integrity in cooperating with all others who serve the needs of my clients.
- I shall maintain and increase my professional knowledge, skills and competence through continuing education.
- I shall allow my professional conduct to be reviewed by my clients and my company to ensure consistency with the above principles.

APPENDIX D – The Leaders Group Privacy Policy

Like most industries today, the financial services industry is rapidly being shaped by technology, which is literally changing the way we do business. To be successful in this environment, we must continue to insure that our customers are confident that we will manage their financial affairs expertly and confidentially.

At The Leaders Group our customers have access to a broad range of products and services from basic banking products to investments, mortgages, insurance, and online banking. To deliver these products and services as effectively and conveniently as possible, it is essential that we use technology to manage and maintain certain customer information.

We want to assure all of our customers that whenever information is used, it is done with discretion. The safeguarding of customer information is an issue we take seriously at The Leaders Group. To affirm our continuing commitment to the proper use of customer information, we have set forth the following Privacy Principles. It is these Privacy Principles that guide us in serving the privacy needs of our customers.

We shall limit employee and agent access to information only to those who have a business or professional reason for knowing, and only to nonaffiliated parties as permitted by law.

We shall maintain a secure office and computer environment to ensure that client information is not placed at unreasonable risk.

The categories of nonpublic personal information that we collect from a client depend upon the scope of the client engagement. It may include information about a client's personal finances, information about transactions between the client and third parties, and information from consumer reporting agencies.

For unaffiliated third parties that require access to a client's personal information, including financial service companies, consultants, and auditors, we also require strict confidentiality in our agreements with them and expect them to keep this information private. Federal and state regulators also may review firm records as permitted under law.

We do not provide client personally identifiable information to mailing list vendors or solicitors for any purpose.

Personally identifiable information about a client will be maintained during the time they are a client, and for the required time thereafter that such records are required to be maintained by federal and state securities laws. After this required period of record retention, all such information will be destroyed.

Disclosure of Privacy Principles to Customers: The Leaders Group recognizes and respects the privacy expectations of our customers. We want our customers to understand our commitment to privacy in our use of customer information. As a result of our commitment, we have developed these Privacy Principles which are made readily available to our customers. Customers who have questions about these Privacy Principles or have a question about the privacy of their customer information should call 800-293-4296 option 6 or e-mail compliance@leadersgroup.net.

These Privacy Principles apply to individuals, and we reserve the right to change these Privacy Principles, and any of the policies or procedures described above, at any time without prior notice. These Privacy Principles are for general guidance and do not constitute a contract or create legal rights and do not modify or amend any agreements we have with our customers.

I have read and understand the terms of these Privacy Principles.

Plan Sponsor

Responsible Plan Fiduciary

Initial

Initial