

# INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT ADOPTION AGREEMENT

Please complete this application to establish a new Traditional IRA or Roth IRA. This application must be preceded or accompanied by a current IRA Disclosure Statement and Custodial Agreement.

#### For Additional Copies or Assistance

If you need additional copies of this application, or would like assistance completing it, please call the Leader Funds at **(800) 711-9164** or go to www.LeaderCapital.com.

#### **Instructions**

- 1. If you are requesting a transfer or direct rollover of current plan assets (held by another custodian) you must complete the IRA Transfer of Assets Form in addition to this form.
- Mail this application to: Leader Funds c/o Gryphon Fund Group 3900 Park East Dr #200 Beachwood, OH 44122
- 3. Retain a copy for your records.

#### **Custody Fee**

The Custody Fee is \$15 annually per account. The Custody Fee may be increased in the future. You will be notified in writing 90 days prior to any fee increases.

#### **Leader Funds Privacy Policy Statement**

Your privacy is important to us. The Leader Funds is committed to maintaining the confidentiality, integrity, and security of your personal information. When you provide personal information, the Fund believes that you should be aware of policies to protect the confidentiality of that information.

The Fund collects the following nonpublic personal information about you:

- Information we receive from you on or in applications or other forms, correspondence, or conversations, including, but not limited to, your name, address, phone number, social security number, assets, income and date of birth; and
- Information about your transactions with us, our affiliates, or others, including, but not limited to, your account number and balance, payments history, parties to transactions, cost basis information, and other financial information.

The Fund does not disclose any nonpublic personal information about our current or former shareholders to nonaffiliated third parties, except as permitted by law. For example, the Fund is permitted by law to disclose all the information we collect, as described above, to our transfer agent to process your transactions. Furthermore, the Fund restricts access to your nonpublic personal information to those persons who require such information to provide products or services to you. The Fund maintains physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

In the event that you hold shares of the Fund through a financial intermediary, including, but not limited to, a broker-dealer, bank, or trust company, the privacy policy of your financial intermediary would govern how your nonpublic personal information would be shared with nonaffiliated third parties.

# **Anti-Money Laundering**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, social security number/ Tax ID number and other information that will allow us to identify you. We may also ask to see other identifying documents. Until you provide the information or documents we need, we may not be able to open an account or effect any additional transactions for you.

When opening an account for a foreign business, enterprise or a non-U.S. person that does not have an identification number, we require alternative government-issued documentation certifying the existence of the person, business or enterprise.

For questions about these policies, or for additional copies of the Leader Funds Privacy Policy Statement, please contact the Fund at **(800) 711-9164 or** <u>www.leadercapital.com</u> contact the Leader Funds c/o Gryphon Fund Group 3900 Park East Dr #200 Beachwood OH, 44122

I, the person signing this Adoption Agreement (hereinafter called the "Owner"), establish an Individual Retirement Account (IRA), which is either a Traditional IRA or a Roth IRA, as indicated below, (the "Account") with Constellation Trust Company as Custodian ("Custodian"). A Traditional IRA operates under Internal Revenue Code Section 408(a). A Roth IRA operates under Internal Revenue Code Section 408A. I agree to the terms of my Account, which are contained in the applicable provisions of the document entitled Constellation Trust Company Traditional/Roth Individual Retirement Account Custodial Agreement and this Adoption Agreement. I certify the accuracy of the information in this Adoption Agreement. My Account will be effective upon acceptance by Custodian.

1.	IR	A ACCOUNT REGISTRATION				
Owr	ner's	Name (First, Middle, Last)	Social Security Number			
Stre	et Ac	Idress	Date of Birth			
City	, Stat	re, Zip	Daytime Telephone			
	ail Ad	dress	Evening Telephone			
	Please	e send mail to the address below. Please provide your primary legal	address above, in addition to any mailing address (if different).			
Stre	et Ad	ldress				
City	, Stat	e, Zip				
2.	TR	ADITIONAL IRA ELECTION				
Trac	dition		below. The requirements for a valid rollover are complex. See the your tax advisor for help if needed. Direct Rollovers are described in			
<b>A. Traditional IRA</b> (Please refer to the Fund's prospectus for minimum investment amounts ar requirements.) Make checks payable to the <b>Leader Funds</b> .			minimum investment amounts and subsequent investment			
	1.	. Annual Contributions				
☐ Check enclosed in the amount of \$ representing current contribution for This contribution does not exceed the maximum permitted amount for the year of Traditional IRA Disclosure Statement. If no tax year is indicated, contribution will autom		This contribution does not exceed the maximum permitte	ed amount for the year of contribution as described in the			
	2.	. Transfer				
		Transfer of existing Traditional IRA directly from current Custodian or Trustee. Complete the IRA Transfer of Assets Form. [If this transfer includes any nondeductible contributions to the transferring account, indicate the amount of nondeductible contributions included in this transfer: \$]				
	3.	. Rollover				
		plan, 403(b) arrangement or eligible 457 plan. Check encl contribution constitutes all or part of either a withdrawal from from an employer qualified plan or 403(b) arrangement, ar	om another Traditional IRA or an eligible rollover distribution ad if it includes any after-tax (or nondeductible) contributions a or 403(b) arrangement, indicate the amount of after-tax			
	4.	I. Direct Rollover				
		plan. [If this is a direct rollover contribution from an employed	employer qualified plan, 403(b) arrangement or eligible 457 byer qualified plan or 403(b) arrangement, and if it includes apployer qualified plan or 403(b) arrangement, indicate the er: \$]			

	5.	Recharacterization of an existing IRA
		If Constellation Trust Company is the current Custodian, please provide current Roth IRA Account Number: Indicate amount recharacterized, if less than entire account balance: \$ (If no amount is inserted here, we will recharacterize the entire account balance.) If current Roth IRA is with another custodian or trustee, please complete the IRA Transfer of Assets Form.
	6.	SEP Provision
		Owner intends to use this Account in connection with a SEP Plan or grandfathered SARSEP Plan established by the Owner's employer.
В.	Inl	herited Traditional IRA
	1.	
		Decedant's name
	2.	
	3.	
3.	RC	OTH IRA ELECTION
If y	ou wi:	ish to open a Roth IRA, provide all applicable information below.
		TH IRA (Please refer to the Fund's prospectus for minimum investment amounts and subsequent investment uirements.) Make checks payable to the <b>Leader Funds</b> .
	1.	Annual Contributions
		Check enclosed in the amount of \$ representing current contribution for tax year 20 This contribution does not exceed the maximum permitted amount for the year of contribution as described in the Roth IRA Disclosure Statement. If no tax year is indicated, contribution will automatically apply to current year.
	2.	Conversion
		Conversion of existing Traditional IRA with Constellation Trust Company Account No: to a Roth IRA with Constellation Trust Company.
		Amount to Convert:   All   Part (please specify):   Caution: Withholding income taxes from the amount converted (instead of paying applicable income taxes from another source) may adversely impact the expected financial benefits of converting from a Traditional to a Roth IRA (consult your financial adviser if you have a question). Because of this impact, by electing to convert a Traditional IRA to a Roth IRA, you are deemed to elect no withholding unless you specify otherwise herein.
		$\square$ No income tax withholding $\square$ Withhold 10% for income tax $\square$ Withhold% for income tax
	3.	Conversion of Existing Traditional IRA
		Rollover or Transfer from existing Traditional IRA with another custodian or trustee to a Roth IRA with Constellation Trust Company.
	4.	Rollover or Transfer of Existing Roth IRA
		Rollover or Transfer from existing Roth IRA with another custodian or trustee to a Roth IRA with Constellation Trust Company. Date existing Roth IRA was originally opened:

D.	Inherited Roth IRA			
	1			
	Decedant	t's name		
	<b>2.</b>	/		
	Decedant	t's Date of Birth		
	3	/_ t's Date of Death		
4.	INVESTMENT SELECTION			
Ма	ke checks payable to the <b>Leader Funds.</b>	Invest the transferred amount	t accordingly to the following i	nstruction:
			Sha	re Class
Lea	ader Short Term High Yield Bond Fund	d \$		
	ader High Quality Floating Rate Fund			
rea	d the prospectus of the Fund selected before <b>T</b> I	ore investing.  hird Party checks are not a	accepted.	
5.	AUTOMATIC INVESTMENT PL	AN (AIP)		
	P allows you to add regularly to your invectount every month. Your bank must be a m			
	Please transfer \$ (\$10 Leader High Quality Floating Rate			Fund or \$25 for
	☐ Monthly ☐ Quarterly on the _	day of the	e month Beginning:	
	<b>portant Note:</b> If the AIP date falls on a half the next business day.	noliday or weekend the deduc	tion from your checking or sav	rings account will occur
Nar	me on Bank Account	Acc	count Number	
Bar	nk Name	Ва	nk Routing/ABA Number	
Sigi	nature of Bank Account Holder	Sig	gnature of Joint Owner	
6.	BENEFICIARY(IES)			
As	Owner, I hereby make the following d	designation of beneficiary in	accordance with the Const	ellation Trust Company

Traditional Individual Retirement Custodial Account or Roth Individual Retirement Custodial Account:

In the event of my death, pay any interest I may have under my Account to the following Primary Beneficiary or Beneficiaries who survive me. Make payment in the proportions specified below (or in equal proportions if no different proportions are specified). If any Primary Beneficiary predeceases me, his share is to be divided among the Primary Beneficiaries who survive me in the relative proportions assigned to each such surviving Primary Beneficiary. If none of the Primary Beneficiaries survives me, pay any interest I may have under my Account to the following Alternate Beneficiary or Beneficiaries who survive me. Make payment in the proportions specified below (or in equal proportions if no different proportions are specified). If any Alternate Beneficiary predeceases me, his share is to be divided among the Alternate Beneficiaries who survive me in the relative proportions assigned to each such surviving Alternate Beneficiary. Proportions for Beneficiaries must total 100%.

#### **Primary Beneficiaries**

Primary Beneficiary Name (First, Middle, Last)		Share %
	/ /	
Relationship	Date of Birth (month/day/year)	Taxpayer ID Number
Primary Beneficiary Name (First, Middle, Last)		Share %
	/ /	
Relationship	/ / Date of Birth (month/day/year)	Taxpayer ID Number
Primary Beneficiary Name (First, Middle, Last)		Share %
	/ /	
Relationship	Date of Birth (month/day/year)	Taxpayer ID Number
Alternate Beneficiaries		
Alternate Beneficiary Name (First, Middle, Last)		Share %
	/ /	
Relationship	/ / Date of Birth (month/day/year)	Taxpayer ID Number
Alternate Beneficiary Name (First, Middle, Last)		Share %
	/ /	
Relationship	Date of Birth (month/day/year)	Taxpayer ID Number
Alternate Beneficiary Name (First, Middle, Last)		Share %
	/ /	
Relationship	Date of Birth (month/day/year)	Taxpayer ID Number

This Designation of Beneficiary may have important tax or estate planning effects. If you cannot accomplish your estate planning objectives by using this Section to designate your beneficiary(ies) (for example, if you wish to provide that the surviving children of a beneficiary who predeceases you should take that beneficiary's share by right of representation), you may submit another form of written beneficiary designation to the Custodian.

Any amount remaining in the Account that is not disposed of by a proper Designation of Beneficiary will be distributed to your estate (unless otherwise required by the laws of your state of residence). You may change the beneficiary(ies) named above at anytime by filing a new Designation of Beneficiary with the Custodian. Any subsequent Designation filed with the Custodian will revoke all prior Designations, even if the subsequent designation does not dispose of your entire Account.

# Spousal Consent\*

I am the spouse of the above-named Owner. I acknowledge that I have received a full and reasonable disclosure of my spouse's property and financial obligations. Due to any possible consequences of giving up my community or marital property interest in this IRA, I have been advised to see a tax professional or legal advisor. I hereby consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequence that may result. No tax or legal advice was given to me by the Custodian, Leader Funds or the Sponsor.

Signature of Spouse	Date (month/day/year)
	/ /
Signature of Witness	Date (month/day/year)

<sup>\*</sup>This section should be reviewed if the Owner is married and designates a beneficiary other than the spouse. It is the Owner's responsibility to determine if this section applies. The Owner may need to consult with legal counsel. Neither the Custodian, Leader Funds nor the Sponsor are liable for any consequences resulting from a failure of the Owner to provide proper spousal consent.

# 7. DEALER INFORMATION If opening your account through a Broker/Dealer or Registered Investment Advisor, please have them complete this section.

Dealer Name	Representative's Last Name,	First Name
DEALER HEAD OFFICE	REPRESENTATIVE'S BRANCH OF	FICE
Address	Address	
City, State, ZIP	City, State, ZIP	
Telephone Number	Rep Telephone Number	Rep ID Number
Email Address	Rep Email Address	
	Branch ID Number	
	Branch Telenhone Number (if differer	nt than Ren Phone Number)

# 8. STATE ESCHEATMENT LAWS

Escheatment laws adopted by various states require that personal property that is deemed to be abandoned or ownerless, including mutual fund shares and bank deposits, be transferred to the state. Under such laws, ownership of your Fund shares may be transferred to the appropriate state if no activity occurs in your account within the time period specified by applicable state law. The Fund retains a search service to track down missing shareholders and will escheat an account only after several attempts to locate the shareholder have failed. To avoid this from happening to your account, please keep track of your account and promptly inform the Fund of any change in your address.

# 9. SIGNATURES AND CERTIFICATIONS

By signing below, under penalties of perjury, I certify that: 1) The number shown on this form is my correct taxpayer identification number, and 2) I am not subject to back up withholding because; (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, 3) I am a U.S. person (including a U.S. resident alien), and 4) I am exempt from FATCA reporting. I further acknowledge that I have the sole responsibility for my investment choices and that I have received and read a current prospectus for the Leader Funds. I release the Fund and their agents and representatives from all liability and agree to indemnify them from any and all losses, damages or costs for acting in good faith in accordance with instructions, including telephone instructions, believed to be genuine. I certify that I have the authority to establish this account and the information provided herein is accurate and complete. I agree to notify the Leader Funds promptly in writing if any information contained in this application changes.

If I have indicated a Traditional IRA Rollover or Direct Rollover above, I certify that, if the distribution is from another Traditional IRA, that I have not made another rollover within the one-year period immediately preceding this rollover; that such distribution was received within 60 days of making the rollover to this Account; and that no portion of the amount rolled over is a required minimum distribution under the required distribution rules or a hardship distribution from an employer qualified plan or 403(b) arrangement or eligible 457 plan.

If I have indicated a Conversion, Transfer or a Rollover of an existing Traditional IRA to a Roth IRA, I acknowledge that the amount converted will be treated as taxable income (except for any prior nondeductible contributions) for federal income tax purposes, and certify that no portion of the amount converted, transferred or rolled over is a required minimum distribution under applicable rules. If I have elected to convert an existing Traditional IRA with Constellation Trust Company as custodian to a Roth IRA and have elected no withholding, I understand that I may be required to pay estimated tax and that insufficient payments of estimated tax may result in penalties.

If I have indicated a rollover from another Roth IRA, I certify that the information given herein is correct and acknowledge that adverse tax consequences or penalties could result from giving incorrect information. I certify that any rollover contribution to the Roth IRA was completed within 60 days after the amount was withdrawn from the other IRA.

I have received and read the applicable sections of the IRA Disclosure Statements relating to this Account, the Custodial Agreement, and this Adoption Agreement. I understand that my Account will be charged an annual Custody Fee as set forth on the first page of this Adoption Agreement. I understand that I have the right to revoke this Individual Retirement Account within seven (7) days of receiving the IRA Disclosure Statements by notifying the Leader Funds in writing.

I acknowledge that it is my sole responsibility to report all contributions to or withdrawals from the Account correctly on my tax returns, and to keep necessary records of all my IRAs (including any that may be held by another custodian or trustee) for tax purposes. All forms must be acceptable to the Custodian and dated and signed by me.

If Fund shares are being purchased on behalf of an Investment Company (as that term is defined under the Investment Company Act of 1940), I hereby certify that said Investment Company will limit its ownership to 3% or less of the Fund's outstanding shares.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

	/ /
Signature	Date (month/day/year)

# **10. CUSTODIAN ACCEPTANCE**

Constellation Trust Company will accept appointment as Custodian of the Owner's Account. However, this Agreement is not binding upon the Custodian until the Owner has received a statement confirming the initial transaction for the Account. Receipt by the Owner of a confirmation of the purchase of the Fund shares indicated above will serve as notification of Constellation Trust Company's acceptance of appointment as Custodian of the Owner's Account.

#### TO CONTACT US:

<u>By Telephone</u> Toll-free **(800) 711-9164** 

In Writing Leader Funds c/o Gryphon Fund Group Park East Dr. #200 Beachwood, OH 44122 <u>Internet</u> www.leadercapital.com

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