

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 TDM Fund at **1-844-828-3212** or go to www.vgimfunds.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.
- 2. Mail this application to:

TDM Fund PO Box 541150 Omaha, NE 68154

Retain a copy for your records.

4 IDA ACCOUNT DEGISTRATION

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.

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 Fund Privacy Policy Statement, please contact the Fund at **1-844-828-3212** or www.vgimfunds.com or contact the TDM Fund at PO Box 541150, Omaha, NE 68154.

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.

I. IKA ACCOUNT REGISTRATION	
Owner's Name (First, Middle, Last)	Social Security Number
Street Address	Date of Birth
City, State, Zip	Daytime Telephone
Email Address	Evening Telephone
$\ \square$ Please send mail to the address below. Please provide y	your primary legal address above, in addition to any mailing address (if different).
Street Address	
City State 7in	

2. TRADITIONAL IRA ELECTION

If you wish to open a Traditional IRA, provide all applicable information below. The requirements for a valid rollover are complex. See the Traditional IRA Disclosure Statement for additional information and consult your tax advisor for help if needed. Direct Rollovers are described in the Traditional IRA Disclosure Statement.

Α.		aditional IRA (The minimum investment in Class A, C, and R shares is \$2,500. Class I minimum is \$100,000. Make checks rable to the TDM Fund).				
	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 Traditiona IRA Disclosure Statement. If no tax year is indicated, contribution will automatically apply to current year.				
	2.	Transfer				
		Transfer of existing Traditional IRA directly from current Custodian or Trustee. Complete the IRA Transfer of Assets Form. [In this transfer includes any nondeductible contributions to the transferring account, indicate the amount of nondeductible contributions included in this transfer: \$]				
	3.	Rollover				
		Rollover of a withdrawal from another Traditional IRA or of an eligible rollover distribution from an employer qualified plan, 403(b) arrangement or eligible 457 plan. Check enclosed in the amount of \$				
	4.	Direct Rollover				
		Direct rollover of an eligible rollover distribution from an employer qualified plan, 403(b) arrangement or eligible 457 plan this is a direct rollover contribution from an employer qualified plan or 403(b) arrangement, and if it includes any after-tax nondeductible) contributions to such employer qualified plan or 403(b) arrangement, indicate the amount of after contribution included in this direct rollover: \$				
	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.	In	herited Traditional IRA				
	1.					
		Decedant's name				
	2.					
	3.					

3. ROTH IRA ELECTION

If you wish to open a Roth IRA, provide all applicable information below.

Tax Withholding Election for Conversion. Under IRS rules, a conversion of a Traditional IRA to a Roth IRA is treated for income tax purposes as a distribution of taxable amounts in the Traditional IRA. IRS rules also require the custodian to withhold 10% of the conversion amount for federal income taxes unless no withholding has been elected. See IRS Publication 505, Tax Withholding and Estimated Tax for more information. State tax withholding may also apply if federal income tax is withheld.

C.		ROTH IRA (The minimum investment in Class A, C, and R shares is \$2,500. Class I minimum is \$100,000. Make checks payable to the TDM Fund).			
	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): or %. 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.			
		□ No income tax withholding □ Withhold 10% for income tax □ 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.	In	herited Roth IRA			
	1.				
		Decedant's name			
	2.				
		/			
	3.				
	٠.	Decedant's Date of Death			
4.	IN	VESTMENT SELECTION (The minimum investment in Class A, C, and R shares is \$2,500. Class I minimum is \$100,000)			
Mak	ke ch	necks payable to the TDM Fund. Invest the transferred amount according to the following instruction:			
		Share Class			
Tac	tica	Total \$ Class A Class C Class R Class I			

I acknowledge that I have sole responsibility for my investment choices and that I have received a current prospectus for each Fund and class I select. Please read the prospectus of the Funds selected before investing.

Third Party checks are not accepted

investing a	duce the sales certain amo	unt over a	u pay on Class A shares 13-month period. Ple to invest over the next	by If you alrease eligible for 13-	r a reduced sales che account number(s	shares of the Fund, y narge on Class A shar o) below to qualify (if e	e purchases. Please eligible).
□\$25,000	□\$50,000	□ \$100,0	00				
□ \$250,000	□\$500,000	□\$1,000,0	000	Account is			
repre	esentatives ma	y complete	read the prospectus and the Dealer Information s	ection as proof of eligib	ility.	harge on Class A shar	es. Registered
6. AUTO	DMATIC II	NVESTN	IENT PLAN (AIP)				
			your investment by nust be a member of t				
Please	e transfer \$_		_ (\$100 minimum)	from my bank accou	nt:		
□ Мо	onthly 🗆 Qua	arterly	on the	day of the m	onth Begir	nning:/_	
	: Note: If the business day		falls on a holiday or w	eekend the deductio	n from your check	ing or savings acco	unt will occur
Name on Bar	nk Account			Accou	nt Number		
Bank Name				Bank	Routing/ABA Numbe	r	
	f Dank Assau	unt Haldau		Sian	nture of Joint Own		
Cianatura a						ei	
Signature o				Sign	icure or some own		
	FICIARY			Sign	icure of Joine own		
7. BENE As Owner, I	EFICIARY((IES) the following	ng designation of benefic ndividual Retirement Cus	ciary in accordance wit			ional Individual
As Owner, I Retirement C In the event Make paymer predeceases surviving Prin Alternate Ber proportions a	hereby make ustodial Accou of my death, in the prop me, his share mary Benefician deficiary or Beneficiary or B	the following nt or Roth I pay any interpretations specifications is to be diverged. If none one ficiaries will any Altern		ciary in accordance with stodial Account: my Account to the follow proportions if no differ a Beneficiaries who survices survives me, pay are syment in the proportion ases me, his share is to	ving Primary Beneficent proportions are sive me in the relative interest I may have a specified below (of the divided among the control of the divided among the control of the divided among th	Trust Company Tradit siary or Beneficiaries w specified). If any Prim re proportions assigne re under my Account or in equal proportions the Alternate Beneficiar	who survive me. nary Beneficiary to to each such to the following s if no different ies who survive
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Date of Birth (month/day/year)

Taxpayer ID Number

Relationship

Alternate Beneficiaries

Alternate Beneficiary Name (First, Middle, Last)		Share %
	1 1	
Relationship	Date of Birth (month/day/year)	Taxpayer ID Number
Alternate Beneficiary Name (First, Middle, Last)		Share %
	, , ,	0.14.0 %
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 to using this Section to designate your beneficiary(ies) predeceases you should take that beneficiary's shadesessing attorned to the Custodian.	(for example, if you wish to provide that the re by right of representation), you may sub-	e surviving children of a beneficiary who omit another form of written beneficiary
Any amount remaining in the Account that is no estate (unless otherwise required by the laws of at anytime by filing a new Designation of Benefit will revoke all prior Designations, even if the sulphine the sulphine that is not extended by the laws of the sulphine that is not extended by the laws of the sulphine that is not extended by the laws of the sulphine that is not extended by the laws of the	of your state of residence). You may char ciary with the Custodian. Any subsequen	nge the beneficiary(ies) named above t Designation filed with the Custodian
Spousal Consent* I am the spouse of the above-named Owner. I acknor financial obligations. Due to any possible consequence to see a tax professional or legal advisor. I hereby con adverse consequence that may result. No tax or legal advisor.	s of giving up my community or marital propertisent to the beneficiary designation(s) indicated	ty interest in this IRA, I have been advised above. I assume full responsibility for any
Cignature of Chause		/ / Date (month/day/year)
Signature of Spouse		/ /
Signature of Witness		Date (month/day/year)
*This section should be reviewed if the Owner is madetermine if this section applies. The Owner may need liable for any consequences resulting from a failure of	to consult with legal counsel. Neither the Custo	
8. DEALER/REGISTERED INVESTM	ENT ADVISOR INFORMATION	
If opening your account through a Broker/Deale	r or Registered Investment Advisor, please	have them complete this section.
Dealer Name	Representative's Last Nan	ne, First Name
DEALER HEAD OFFICE	REPRESENTATIVE'S BI	RANCH OFFICE
Address	Address	
City, State, ZIP	City, State, ZIP	
Talankara Numbar	Par Talashara Nivela	Des ID Moseles
Telephone Number	Rep Telephone Number	Rep ID Number
Email Address	Rep Email Address	
	Branch ID Number	
	Branch Telephone Number	er (if different than Rep Phone Number)

9. STATE ESCHEATMENT LAW

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.

10. 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 VestGenIM 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 VestGenIM 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 VestGenIM 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, as amended ("the 1940 Act"), including investment companies that are not required to register under the 1940 Act pursuant to section 3(c)(1) or 3(c)(7) exemptions), 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)

11. 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 **1-844-828-3212** In Writing
TDM Fund
PO Box 541150
Omaha, NE 68154
Or
Via Overnight Delivery
4221 N. 203rd Street, Suite 100
Elkhorn, NE 68022

<u>Internet</u>

www.vgimfunds.com

Distributed by Foreside Financial Services, LLC.

PRIVACY NOTICE

FACTS WHAT DOES TWO ROADS SHARED TRUST DO WITH YOUR PERSONAL INFORMATION

Why? Financial companies choose how they share your personal information.

Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? THE TYPES OF PERSONAL INFORMATION WE COLLECT AND SHARE DEPENDS ON THE PRODUCT OR SERVICE THAT YOU HAVE WITH US. THIS INFORMATION CAN INCLUDE:

- Social Security number and income
- Account transactions and transaction history
- Investment experience and purchase history

When you are *no longer* our customer, we continue to share your information as described in this notice.

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reason Two Roads Shared Trust chooses to share and whether you can limit this sharing.

Reasons we can share your personal information	Does Two Roads Shared Trust share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigator report to credit bureaus	YES tions,	NO
For our marketing purposes – to offer our products and services to you	NO	We do not share
For joint marketing with other financial companies	, NO	We do not share
For our affiliates' everyday business purposes – information about your transactions and experiences	NO	We do not share
For our affiliates' everyday business purposes – information about your creditworthiness	NO	We do not share
For our affiliates to market to you	NO	We do not share
For nonaffiliates to market to you	NO	We do not share
Questions?	Call 1-402-895-1	600

What we do

How does Two Roads Shared Trust protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	
	Our service providers are held accountable for adhering to strict policies and procedures to prevent any misuse of your nonpublic personal information.	
How does Two Roads Shared	We collect your personal information, for example, when you	
Trust collect my personal	open an account or give us contact information	
information?	 provide account information or give us your income information make deposits or withdrawals from your account We also collect your personal information from other companies. 	
Why can't I limit all sharing?	 Federal law gives you the right to limit only sharing for affiliates' everyday business purposes – information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing 	

Definitions

Definitions		
Affiliates	Companies related by common ownership or control. They can be	
	financial and nonfinancial companies.	
	Two Roads Shared Trust has no affiliates.	
Nonaffiliates	Companies not related by common ownership or control. They	
	can be financial and nonfinancial companies.	
	• Two Roads Shared Trust does not share with nonaffiliates	
	so they can market to you.	
Joint marketing	A formal agreement between nonaffiliates financial companies that	
	together market financial products or services to you.	
	• Two Roads Shared Trust does not jointly market.	