

SIMPLE IRA CUSTODIAL ACCOUNT ADOPTION AGREEMENT

Please complete this application to establish a new SIMPLE IRA. This application must be preceded or accompanied by a current 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**.

Instructions

- 1. If you are requesting a transfer or direct rollover of current plan assets (held by another custodian) you must complete the Transfer of Assets Form in addition to this form.
- 2. Mail this application to:

TDM Fund

PO Box 541150

Omaha, NE 68154

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.

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

I, the person signing this Adoption Agreement (hereinafter called the "Owner"), established a Individual Retirement Account (IRA), which is a SIMPLE IRA, as indicated below, (the "Account") with Constellation Trust Company as Custodian ("Custodian"). A SIMPLE IRA operates under Internal Revenue Code Section 408(a). I agree to the terms of my Account, which are contained in the applicable provisions of the document entitled Constellation Trust Company 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. PARTICIPANT ACCOUNT REGISTRA	ATION
Owner's Name (First, Middle, Last)	Social Security Number
Street Address	Date of Birth
City, State, Zip	Daytime Telephone
Email Address	

☐ Please send mail to the address below. Please provide your primary legal address	ess above, in addition to any mailing address (if different).
Street Address	
City, State, Zip	
2. DUPLICATE STATEMENTS (For Dealers, Financial Planners, I	nterested Parties)
Name	Company
Street Address	City, State, Zip
Email Address	Daytime Telephone
Broker/Dealer Code	Branch (if applicable)
Please mark the appropriate box:	
$\ \square$ Interested Party $\ \square$ Broker/Dealer $\ \square$ Financial Planner	☐ Trust Administrator
3. TYPE OF SIMPLE IRA ACCOUNT (Check either (a) or (b):	
a) New account in connection with a SIMPLE IRA Plan maintained by your connection w	our employer
,	• •
 b) Transfer from another SIMPLE IRA, which was part of a SIMPLE IRA Complete the following: 	rian maintained by a current of previous employer.
1. Amount to be transferred: \$ (You must also	complete the SIMPLE IRA Transfer Request Form)
2. Date of first contribution to Participant's prior SIMPLE IRA Pl	an:
4. EMPLOYER INFORMATION	
4. EMPLOTER INFORMATION	
Name of Current Employer	Contact Name (including title)
Employer's Street Address	Contact's Phone Number
	- TALL
City, State, Zip	Email Address
¹ Type of Employer SIMPLE IRA Plan: "Non-DFI Plan". Under a "Non-DFI Plan" (whemployees establish a SIMPLE IRA with the financial institution of their choice. Cemployee's SIMPLE IRA.	
5. INVESTMENT INSTRUCTIONS	
This investment, as well as all future contributions, will be invested as d this designation according to the terms of my employer's plan, and that I	
	Share Class
Tactical Dividend and Momentum Fund \$	□ Class A □ Class C □ Class R □ Class I
Total	\$

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

Third Party checks are not accepted.

6. BENEFICIARY(IES)

As Owner, I hereby make the following designation of beneficiary in accordance with the Constellation 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, TDM Fund or the Sponsor.

		/ /
Signature of Spouse	D	ate (month/day/year)
		1 1
	ed and designates a beneficiary other than the spouse. It o consult with legal counsel. Neither the Custodian, TDM	
7. DEALER/REGISTERED INVESTME	NT ADVISOR INFORMATION	
if opening your account through a Broker/Dealer o	or Registered Investment Advisor, please have ther	m 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 Telephone Number (if differen	at than Rep 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 TDM Fund. I release the Funds 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 TDM Fund promptly in writing if any information contained in this application changes.

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 TDM Fund 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 certification 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 **1-844-828-3212**

TDM Fund
PO Box 541150
Omaha, NE 68154
Or
Via Overnight Delivery
4221 N. 203rd Street, Suite 100
Elkhorn, NE 68022

In Writing

Internet

www.vgimfunds.com

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 investigation or 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	s 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 1-402-895-1600		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

Delinitions	-
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.