

# 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 BTS Funds at **(877) 287-9820** or go to <a href="https://www.btsfunds.com">www.btsfunds.com</a>.

#### 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.
- Mail this application to: BTS Funds c/o GEMINI FUND SERVICES, LLC PO BOX 541150 OMAHA, NE 68154
- 3. Retain a copy for your records.

#### **Annual Maintenance 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.

#### **BTS Funds Privacy Policy Statement**

Your privacy is important to us. The Fund 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 of 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 BTS Funds Privacy Policy Statement, please contact the Fund at **(877) 287-9820** or <a href="https://www.btsfunds.com">www.btsfunds.com</a> or contact BTS Funds at PO Box 541150, Omaha, NE 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 REGISTRATION	
Owner's Name (First, Middle, Last)	Social Security Number
Street Address	Date of Birth
City, State, Zip	Daytime Telephone
Email Address	Evening Telephone
$\hfill\square$ Please send mail to the address below. Please provide your primary legal addre	ss above, in addition to any mailing address (if different).
Street Address	
City, State, Zip	
2. DUPLICATE STATEMENTS (For Dealers, Financial Planners, Ir	terested Parties)
	,
Name	Company
Street Address	City, State, Zip
Email Address	Daytime Telephone
Broker/Dealer Code	Branch (if applicable)
Please mark the appropriate box:	
☐ Interested Party ☐ Broker/Dealer ☐ Financial Planner	☐ Trust Administrator
3. TYPE OF SIMPLE IRA ACCOUNT (Check either (a) or (b):	
a) $\ \square$ New account in connection with a SIMPLE IRA Plan maintained by you	ur employer.
b)  Transfer from another SIMPLE IRA, which was part of a SIMPLE IRA Complete the following:	Plan maintained by a current or 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 Pla	n:
4. EMPLOYER INFORMATION <sup>1</sup>	
Name of Current Employer	Contact Name (including title)
Employer's Street Address	Contact's Phone Number
City, State, Zip	Email Address

<sup>&</sup>lt;sup>1</sup>Type of Employer SIMPLE IRA Plan: "Non-DFI Plan". Under a "Non-DFI Plan" (which may be established using IRS Form 5304-SIMPLE), eligible employees establish a SIMPLE IRA with the financial institution of their choice. Contributions are transmitted by the employer to each eligible employee's SIMPLE IRA.

# 5. **INVESTMENT INSTRUCTIONS** (Minimum Initial Investment is \$1,000)

This investment, as well as all future contributions, will be invested as directed below. I am aware that I am allowed to change this designation according to the terms of my employer's plan, and that I must notify my employer directly of these changes.

## **Share Class**

BTS Tactical Fixed Income Fund	\$		□ Class A	□ Class C	☐ Class R	□ Class I
Total	\$					
I acknowledge that I have sole responsibility for read the prospectus of the Fund selected before		choices and th	at I have re	eceived a cur	rent prospec	ctus. Please
Third	d Party checks a	are not accep	ted.			
6. REDUCED SALES CHARGE Complet	e this section if you c	jualify for a reduc	ed sales chard	ge. See Prospe	ctus for Terms	& Conditions.
Letter of Intent  You can reduce the sales charge you pay on Class investing a certain amount over a 13-month period. Plethe total amount you intend to invest over the next 13.  □ \$100,000 □ \$250,001 □ \$500,001 □ \$5,000	A shares by ease indicate -months.	Rights of A If you alread already be e purchases. P qualify (if elights Account No.	Accumulating own Class digible for a lease provide gible).		the BTS Fund charge on C ecount number	ds, you may lass A share r(s) below to
☐ Net Asset Value (NAV). I have read the prospectus representatives may complete the Dealer Information			f the sales ch	arge on Class i	A shares. Regi	stered
Reason for Waiver:						
7. BENEFICIARY(IES)						
As Owner, I hereby make the following designation of Retirement Custodial Account or Roth Individual Retire			ne Constellati	on Trust Com	pany Traditior	al Individual
In the event of my death, pay any interest I may have Make payment in the proportions specified below (or predeceases me, his share is to be divided among the surviving Primary Beneficiary. If none of the Primary E Alternate Beneficiary or Beneficiaries who survive me. proportions are specified). If any Alternate Beneficiary me in the relative proportions assigned to each such su	in equal proportion e Primary Beneficiar Beneficiaries survive Make payment in t predeceases me, hi	s if no different ies who survive s me, pay any in he proportions s s share is to be	proportions a me in the re nterest I may specified belo divided amon	are specified). Hative proporti have under m w (or in equal ng the Alternate	If any Primar ons assigned by Account to proportions if Beneficiaries	y Beneficiary to each such the following f no different
Primary Beneficiaries						
Primary Beneficiary Name (First, Middle, Last)				Share	%	
Relationship	Date of Birth	(month/day/yea	r)	Тахра	yer ID Numbe	·r
Primary Beneficiary Name (First, Middle, Last)		1		Share	%	
Relationship	Date of Birth	/ / (month/day/yea	r)	Тахра	ıyer ID Numbe	er
Primary Beneficiary Name (First, Middle, Last)				Share	%	
Relationship	Date of Birth	/ / (month/day/yea	r)	Тахра	ıyer ID Numbe	er

# **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 tausing this Section to designate your beneficiary(ies) predeceases you should take that beneficiary's shadesignation to the Custodian.	(for example, if you wish to provide that the	e surviving children of a beneficiary who
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 sufficiency of the sufficien	of your state of residence). You may chan iciary with the Custodian. Any subsequent	ige the beneficiary(ies) named above Designation filed with the Custodian
Spousal Consent*		
I am the spouse of the above-named Owner. I acknow 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 a	s of giving up my community or marital property sent to the beneficiary designation(s) indicated	y interest in this IRA, I have been advised above. I assume full responsibility for any
		/ /
Signature of Spouse		/ / Date (month/day/year)
Signature of Witness		/ / Date (month/day/year)
*This section should be reviewed if the Owner is marridetermine if this section applies. The Owner may neel liable for any consequences resulting from a failure of	ed to consult with legal counsel. Neither the C	
8. DEALER/REGISTERED INVESTM	ENT ADVISOR INFORMATION	
If opening your account through a Broker/Dealer	r or Registered Investment Advisor, please	have them complete this section.
Dealer Name	Representative's Last Nam	ne, First Name
DEALER HEAD OFFICE	REPRESENTATIVE'S BE	RANCH OFFICE
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 Numbe	r (if different than Rep Phone Number)

## 9. 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.

#### 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 BTS Funds. 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 BTS Funds 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 BTS 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 certification 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 (877) 287-9820 In Writing BTS FUNDS

c/o Gemini Fund Services, LLC PO Box 541150 Omaha, NE 68154 Or Via Overnight Delivery 17605 Wright Street, Suite 2 Omaha, NE 68130 <u>Internet</u>

www.btsfunds.com