

# 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 Athena Behavioral Tactical Fund at **(833) 653-0575** or go to www.atvfund.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: Athena Behavioral Tactical Fund c/o Gemini Fund Services, LLC 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.

#### **Athena Behavioral Tactical Fund Privacy Policy Statement**

Your privacy is important to us. The Athena Behavioral Tactical 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 Fund Privacy Policy Statement, please contact the Fund at **(833) 653-0575** or <a href="https://www.atvfund.com">www.atvfund.com</a> or contact the Athena Behavioral Tactical 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.

1.	IR	A ACCOUNT REGISTRATION				
Owr	ner's	Name (First, Middle, Last)	Social Security Number			
Stre	et Ac	Idress	Date of Birth			
City	, Stat	te, Zip	Daytime Telephone			
 Ema	ail Ad	dress	Evening Telephone			
	Please	e send mail to the address below. Please provide your primary legal addr	ess above, in addition to any mailing address (if different).			
Stre	et Ac	ddress				
City	, Stat	te, Zip				
2	TR	ADITIONAL IRA ELECTION				
Trac	dition	rish to open a Traditional IRA, provide all applicable information below al IRA Disclosure Statement for additional information and consult your itional IRA Disclosure Statement.				
A.		raditional IRA (The Fund account minimum for Class A Shares is \$2,500 and \$100,000 for Class I Shares. Make checks ayable to the Athena Behavioral Tactical 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 des Traditional IRA Disclosure Statement. If no tax year is indicated, contribution will automatically apply to current.		mount 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 Asteroic Form. [If this transfer includes any nondeductible contributions to the transferring account, indicate the amount nondeductible contributions included in this transfer: \$]		ns to the transferring account, indicate the amount of				
	3.	Rollover				
		Rollover of a withdrawal from another Traditional IRA or of an plan, 403(b) arrangement or eligible 457 plan. Check enclosed contribution constitutes all or part of either a withdrawal from a from an employer qualified plan or 403(b) arrangement, and if to such other Traditional IRA or employer qualified plan or contributions included in this rollover contribution: \$	I in the amount of \$ [If this rollover nother Traditional IRA or an eligible rollover distribution it includes any after-tax (or nondeductible) contributions			
	4.	Direct Rollover				
		Direct rollover of an eligible rollover distribution from an empl plan. [If this is a direct rollover contribution from an employer any after-tax (or nondeductible) contributions to such emplo- amount of after-tax contribution included in this direct rollover: S	qualified plan or 403(b) arrangement, and if it includes yer qualified plan or 403(b) arrangement, indicate the			

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.
3. R	OTH IRA ELECTION
If you w	rish to open a Roth IRA, provide all applicable information below.
for inco withhol 505, Ta withhel	
	<b>OTH IRA</b> (The Fund account minimum for Class A Shares is \$2,500 and \$100,000 for Class I Shares. Make checks yable to the <b>Athena Behavioral Tactical Fund</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.
	☐ 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:
4. IN	IVESTMENT SELECTION (The account minimum for Class A Shares is \$2,500 and \$100,000 for Class I Shares)
Make c	checks payable to the <b>Athena Behavioral Tactical Fund.</b> Invest the transferred amount according to the following tion:
	Share Class
ı	Athena Behavioral Tactical Fund \$
Lackno	avuladae that I have sele responsibility for my investment choices and that I have received a current prespectus for each

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.

## 5. REDUCED SALES CHARGE Complete this section if you qualify for a reduced sales charge. See Prospectus for Terms & Conditions. **Letter of Intent Rights of Accumulation** If you already own Class A shares of the Athena Behavioral You can reduce the sales charge you pay on Class A shares by investing a certain amount over a 13-month period. Please indicate Tactical Fund, you may already be eligible for a reduced sales charge on Class A share purchases. Please provide the eligible the total amount you intend to invest over the next 13-months. account number(s) below to qualify (if eligible). \$25,000 \$50,000 □ \$100,000 □ \$250,000 Account No. \_ □ \$500,000 □ \$1,000,000 or more Account No. □ Net Asset Value (NAV). I have read the prospectus and qualify for a complete waiver of the sales charge on Class A shares. Registered representatives may complete the Dealer Information section as proof of eligibility. Reason for Waiver: \_ 6. AUTOMATIC INVESTMENT PLAN (AIP) AIP allows you to add regularly to your investment by authorizing us to deduct money directly from your checking or savings account every month. Your bank must be a member of the Automated Clearing House (ACH). Attach a voided check. Please transfer \$\_\_\_\_\_ (\$100 minimum) from my bank account: ☐ Monthly ☐ Quarterly on the day of the month Beginning: \_\_\_\_/\_\_\_/ Important Note: If the AIP date falls on a holiday or weekend the deduction from your checking or savings account will occur on the next business day. Name on Bank Account Account Number Bank Name Bank Routing/ABA Number Signature of Bank Account Holder Signature of Joint Owner 7. 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 % Taxpayer ID Number Relationship Date of Birth (month/day/year) Share % Primary Beneficiary Name (First, Middle, Last) Relationship Date of Birth (month/day/year) Taxpayer ID Number Primary Beneficiary Name (First, Middle, Last) Share %

Date of Birth (month/day/year)

Taxpayer ID Number

Relationship

## **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 ta using this Section to designate your beneficiary(ies) predeceases you should take that beneficiary's shall designation to the Custodian.  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 Beneficiary in the substitution of t	(for example, if you wish to provide that the by right of representation), you may sult disposed of by a proper Designation of f your state of residence). You may charciary with the Custodian. Any subsequen	te surviving children of a beneficiary who bmit another form of written beneficiary  Beneficiary will be distributed to your nge the beneficiary(ies) named above t Designation filed with the Custodiar
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 proper sent to the beneficiary designation(s) indicated	ty interest in this IRA, I have been advised I 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 marridetermine if this section applies. The Owner may need the Sponsor are liable for any consequences resulting f	to consult with legal counsel. Neither the Cust	odian, Athena Behavioral Tactical Fund nor
8. DEALER/REGISTERED INVESTMI	ENT ADVISOR INFORMATION	
If opening your account through a Broker/Dealer		have them complete this section.
	Representative's Last Nar	me, First Name
DEALER HEAD OFFICE	REPRESENTATIVE'S B	RANCH OFFICE
Address	Address	<del></del>
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	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 Athena Behavioral Tactical Fund. 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 Athena Behavioral Tactical Fund 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 Athena Behavioral Tactical 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), 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 **(833) 653-0575**  In Writing
Athena Behavioral Tactical Fund
c/o Gemini Fund Services, LLC
PO Box 541150
Omaha, NE 68154
Or
Via Overnight Delivery
4221 N. 203rd Street, Suite 100
Elkhorn, NE 68022

Internet www.atvfund.com

Distributed by Northern Lights Distributors, LLC

# PRIVACY NOTICE

# NORTHERN LIGHTS FUND TRUST

Rev. February 2014

## WHAT DOES NORTHERN LIGHTS FUND 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 wire transfer instructions
- 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 reasons Northern Lights Fund Trust chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information:	Does Northern Lights Fund Trust share information?	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 investigations, or report to credit bureaus.	YES	NO
For our marketing purposes - to offer our products and services to you.	NO	We don't share
For joint marketing with other financial companies.	NO	We don't share
For our affiliates' everyday business purposes - information about your transactions and records.	NO	We don't share
For our affiliates' everyday business purposes - information about your credit worthiness.	NO	We don't share
For nonaffiliates to market to you	NO	We don't share

**QUESTIONS?** Call 1-402-493-4603

# PRIVACY NOTICE

# NORTHERN LIGHTS FUND TRUST

# Page 2

What we do:		
How does Northern Lights Fund 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 Northern Lights Fund Trust	We collect your personal information, for example, when you	
collect my personal information?	<ul> <li>open an account or deposit money</li> <li>direct us to buy securities or direct us to sell your securities</li> <li>seek advice about your investments</li> </ul>	
	We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.	
Why can't I limit all sharing?	Federal law gives you the right to limit only:	
Why can't I limit all sharing?	<ul> <li>sharing for affiliates' everyday business purposes – information about your creditworthiness.</li> <li>affiliates from using your information to market to you.</li> <li>sharing for nonaffiliates to market to you.</li> </ul>	
	State laws and individual companies may give you additional rights to limit sharing.	

Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  • Northern Lights Fund Trust does not share with our affiliates.	
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  • Northern Lights Fund Trust does not share with nonaffiliates so they can market to you.	
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  • Northern Lights Fund Trust doesn't jointly market.	