



# **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 Easterly Funds at **(833) 999-2636** or go to [www.easterlyfunds.com](http://www.easterlyfunds.com).

## **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:  
**Easterly Funds  
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.

## **Easterly Funds Privacy Policy Statement**

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

The Funds collect 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 Funds do not disclose any nonpublic personal information about our current or former shareholders to nonaffiliated third parties, except as permitted by law. For example, the Funds are permitted by law to disclose all of the information we collect, as described above, to our transfer agent to process your transactions. Furthermore, the Funds restrict access to your nonpublic personal information to those persons who require such information to provide products or services to you. The Funds maintain 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 Funds 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 Easterly Funds Privacy Policy Statement, please contact the Fund at **(833) 999-2636** or [www.easterlyfunds.com](http://www.easterlyfunds.com) or contact Easterly Funds 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 First National Bank of Omaha 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 First National Bank of Omaha 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 \_\_\_\_\_

Please send mail to the address below. Please provide your primary legal address above, in addition to any mailing address (if different).

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**2. DUPLICATE STATEMENTS (For Dealers, Financial Planners, Interested 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)  New account in connection with a SIMPLE IRA Plan maintained by your employer.
- b)  Transfer from another SIMPLE IRA, which was part of a SIMPLE IRA Plan maintained by a current or previous employer.  
Complete the following:
  - 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 Plan: \_\_\_\_\_.

**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>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**

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**

- Easterly EHS Fund** \$ \_\_\_\_\_  Class I  Class R6
- Easterly Global Macro Fund** \$ \_\_\_\_\_  Class I  Class R6
- Easterly Global Real Estate Fund** \$ \_\_\_\_\_  Class A  Class C  Class I  Class R6
- Easterly Hedged Equity Fund** \$ \_\_\_\_\_  Class A  Class C  Class I  Class R6
- Easterly Multi Strategy Alternative Income Fund** \$ \_\_\_\_\_  Class A  Class C  Class I  Class R6
- Easterly Snow Long/Short Opportunity Fund** \$ \_\_\_\_\_  Class A  Class C  Class I  Class R6
- Easterly Snow Small Cap Value Fund** \$ \_\_\_\_\_  Class A  Class C  Class I  Class R6
- Easterly Structured Credit Value Fund** \$ \_\_\_\_\_  Class A  Class C  Class I  Class R6
- Easterly Total Hedge Portfolio** \$ \_\_\_\_\_  Class I  Class R6

**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 First National Bank of Omaha 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, Easterly Funds or the Sponsor.

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

\*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, Easterly Funds nor the Sponsor are liable for any consequences resulting from a failure of the Owner to provide proper spousal consent.

## 7. DEALER/REGISTERED INVESTMENT ADVISOR 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
<b>DEALER HEAD OFFICE</b>	<b>REPRESENTATIVE'S BRANCH OFFICE</b>	
_____ Address	_____ Address	
_____ City, State, Zip	_____ City, State, Zip	
_____ Telephone Number	_____ Telephone Number	_____ Rep's ID
_____ Branch Number	_____ Branch Number	
_____ Email Address	_____ Email Address	
	_____ Branch Office Telephone 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 backup 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 Easterly 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 Easterly 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 Easterly 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 certification required to avoid backup withholding.**

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Signature

/ /  
Date (month/day/year)

## 10. CUSTODIAN ACCEPTANCE

First National Bank of Omaha 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 First National Bank of Omaha's acceptance of appointment as Custodian of the Owner's Account.

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### TO CONTACT US:

**By Telephone**

Toll-free **(833) 999-2636**  
Fax **1-402-963-9094**

**In Writing**

**Easterly Funds**  
PO Box 541150  
Omaha, NE 68154  
Or  
Via Overnight Delivery  
4221 N. 203<sup>rd</sup> Street, Suite 100  
Elkhorn, NE 68022

**Internet**

[www.easterlyfunds.com](http://www.easterlyfunds.com)

**PRIVACY NOTICE**  
**JAMES ALPHA FUNDS TRUST**

March 2021

**FACTS**

**WHAT DOES JAMES ALPHA FUNDS 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 James Alpha Funds Trust chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information:</b>	<b>Does James Alpha Funds Trust share information?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	<b>YES</b>	<b>NO</b>
<b>For our marketing purposes</b> - to offer our products and services to you.	<b>YES</b>	<b>YES</b>
<b>For joint marketing with other financial companies.</b>	<b>NO</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> - information about your transactions and records.	<b>NO</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> - information about your credit worthiness.	<b>NO</b>	<b>We don't share</b>
<b>For nonaffiliates to market to you</b>	<b>NO</b>	<b>We don't share</b>

**QUESTIONS?** Call (888) 814-8180

## What we do:

<b>How does James Alpha Funds Trust protect my personal information?</b>	<p>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.</p> <p>Our service providers are held accountable for adhering to strict policies and procedures to prevent any misuse of your nonpublic personal information.</p>
<b>How does James Alpha Funds Trust collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><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> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"><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> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>• <i>James Alpha Funds Trust does not share with our affiliates.</i></li></ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>• <i>James Alpha Funds Trust does not share with nonaffiliates so they can market to you.</i></li></ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"><li>• <i>James Alpha Funds Trust doesn't jointly market.</i></li></ul>