Sapient Capital, LLC

Form ADV Part 2A – Disclosure Brochure

Effective: August 31, 2026

This Form ADV Part 2A ("Disclosure Brochure") provides information about the qualifications and business practices of Sapient Capital, LLC ("Sapient Capital" or the "Advisor"). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (317) 719-0157.

Sapient Capital is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about Sapient Capital to assist you in determining whether to retain the Advisor.

Additional information about Sapient Capital and its Advisory Persons is available on the SEC's website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 324899.

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Item 2 – Material Changes

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of Sapient Capital.

Sapient Capital believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. Sapient Capital encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Material Changes
The following material changes have been made to this Disclosure Brochure since the annual amendment filing on March 17th, 2026:

- The Advisor has been engaged by EA Series Trust to serve as sub-adviser to one or more ETFs. Please see Items 4, 5, 10, 13, and 17 for additional information.
- The Advisor compensates promoters for client referrals. Please see item 14 for additional details.
- The Advisor has appointed Dina Saada as the Chief Operating Officer.
- Certain Advisory Persons from time to time serve on the Limited Partner Advisory Committee of private funds. Please see Item 10 for additional information.

Future Changes
From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs.

At any time, you may view the current Disclosure Brochure online at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 324899. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (317) 719-0157.

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Item 4 – Advisory Services

A. Firm Information

Sapient Capital, LLC ("Sapient Capital" or the "Advisor") is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The Advisor is organized as a Limited Liability Company ("LLC") under the laws of the State of Delaware. Sapient Capital was founded in December 2022. Sapient Capital is a wholly-owned subsidiary of Sapient Capital Holdings, LP, which is majority owned by Sapient Capital Founders, LLC. The owners of Sapient Capital Founders, LLC are Thomas J. Pence, CFA®, James M. Knall, and Jeffrey S. Cohen. The Principal Officers of Sapient Capital are Thomas J. Pence, CFA® (Partner and Managing Director), James M. Knall (Partner and Managing Director), Jeffrey S. Cohen, JD (Partner, Managing Director), Jamie Rooney (Chief Executive Officer), Karim Khairallah (Chief Executive Officer of Sapient Capital Alternative Investments), Liz Ewing (Chief Financial Officer), Max Rijkenberg (Chief Legal Officer and Chief Compliance Officer), and Dina Saada (Chief Operating Officer).

This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Sapient Capital. For questions regarding this Disclosure Brochure, please contact Max Rijkenberg at (317) 719-0157.

B. Advisory Services Offered

Sapient Capital offers wealth management services to individuals, high net worth individuals, families, trusts, estates, businesses, foundations and endowments (each referred to as a "Client"). Additionally, Sapient Capital also offers investment sub-advisory services to pooled investment vehicles (each referred to as a "Private Fund").

The Advisor serves as a fiduciary to Clients, as defined under applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Sapient Capital's fiduciary commitment is further described in the Advisor's Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

<u>Wealth Management Services</u>

Sapient Capital provides customized wealth management solutions to its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary and/or non-discretionary investment management and related advisory services. Sapient Capital works closely with each Client to identify such Client's investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. Sapient Capital will then construct an investment portfolio, consisting of individual stocks, individual bonds, diversified mutual funds, exchange-traded funds ("ETFs"), and/or alternative investments to achieve the Client's investment goals. The Advisor may utilize managed account programs offered by the Custodian (please see Independent Managers disclosure below). The Advisor may also utilize other types of investments, as appropriate, to meet the needs of the Client. The Advisor may retain other types of investments from the Client's legacy portfolio due to fit with the overall portfolio strategy, tax-related reasons, or other reasons as identified between the Advisor and the Client.

Sapient Capital's investment strategies are primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. Sapient Capital will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

Sapient Capital evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Sapient Capital may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Sapient Capital may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement.

Sapient Capital may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position(s) in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

At no time will Sapient Capital accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within the designated account (s) at the Custodian, pursuant to the terms of the wealth management agreement. Please see Item 12 – Brokerage Practices.

Retirement Accounts – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts ("IRAs"), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts. When deemed to be in the Client's best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to a fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

Use of Independent Managers – Sapient Capital may recommend that a Client allocate a portion of their investments to one or more unaffiliated investment managers or investment platforms (collectively "Independent Managers") available through the Custodian's platform. The Client may be required to authorize and enter into an investment management agreement with the Independent Manager(s) that defines the terms in which the Independent Manager(s) will provide its services, including discretionary management and fee billing. The Advisor will perform initial and ongoing oversight and due diligence over each Independent Manager to ensure the strategy remains aligned with Client's investment objectives and overall best interests. The Advisor will also assist the Client in the development of the initial policy recommendations and managing the ongoing Client relationship. The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Independent Manager's Form ADV Part 2A – Disclosure Brochure (or a brochure that makes the appropriate disclosures). Please see item 5.A. for fees charged by Independent Managers.

Financial Planning Services – Sapient Capital will typically provide a variety of financial planning and consulting services to Clients either as a component of wealth management services or pursuant to stand-alone financial planning engagement. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives. Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, estate planning, personal savings, education savings, insurance needs, and/or other areas of a Client's financial situation.

A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of action or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs.

Sapient Capital may also refer Clients to an accountant, attorney or other specialists, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six (6) months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

Family Office Services

The Advisor also provides Family Office Services. Family Office Service Clients are generally ultra-high net-worth families. This high-touch service offering begins with the Advisor assisting Clients in establishing a team of advisors to oversee many facets of a Client's' financial situation. The Advisor's specific services generally include the following in addition to wealth management services:

- Wealth planning
- Trust and Estate planning
- Banking and lending services
- Insurance planning
- Bill-payment services
- Collaborate with, and coordinate among, external advisors such as legal, tax, accounting, banking or insurance providers

The details of what will be specifically covered under each of these services will be outlined in the family office services agreement that a Client executes with the Advisor.

Private Fund Services

Sapient Capital also serves as a sub-advisor and provides other general services to pooled investment vehicles (each a "Private Fund"). In such instances, Sapient Capital is responsible for providing sub-advisory and/or other specified services ("Services") to the Private Fund. Such Services may include but are not limited to general administration and operational support, reviewing information related to (co-)investment opportunities, conducting diligence on the (co-)investment opportunities and reporting and consulting with the advisor to the Private Fund in connection with such due diligence analysis. The respective Services are further detailed in the offering documents for the Private Fund, which include as applicable, operating agreements, private placement memorandum, and/or term sheets, subscription agreements, separate disclosure documents, and all amendments thereto ("Offering Documents").

The Advisor provides the Services to the Private Fund based on the investment objectives, policies and guidelines as set forth in the respective Offering Documents and not in accordance with the individual needs or objectives of any particular investor therein. Each prospective investor interested in investing in a Private Fund is required to complete a subscription agreement in which the prospective investor attests as to whether or not such prospective investor meets the qualifications to invest in the Private Fund and further acknowledges and accepts the various risk factors associated with such an investment.

Sapient Capital, when deemed to be in a Client's best interest, will recommend that Clients invest in the Private Fund. Sapient Capital will be entitled to a private fund service fee as outlined in Item 5 below. Certain management persons will also be entitled to receive a portion of the carried interest as otherwise payable to the general partner of the Private Fund as outlined in Item 6 below. As a result of the compensation arrangement, a conflict of interest exists as the Advisor and certain management persons have a financial incentive to recommend that Client place assets into the Private Fund. In order to mitigate this conflict, the Advisor will forego any wealth management fees for any Client assets invested into the Private Fund. **For more detailed information on investment objectives, policies and guidelines, please refer to the respective Private Fund's Offering Documents.**

Sub-Advisory Services

The Advisor has been engaged by EA Series Trust to serve as sub-adviser to one or more ETFs (the "Registered Fund"). Under the supervision of the Registered Fund's investment adviser (the "Fund Adviser") and its board of trustees, and pursuant to a sub-advisory agreement between the Fund Adviser and Sapient Capital (the "Sub-Advisory Agreement"), the Advisor is responsible for selecting the Registered Fund's investments in accordance with its investment objective, policies, and limitations. The Advisor does not select broker-dealers or execute trades for the Registered Fund. Instead, the Advisor constructs the portfolio and provides trading instructions to the Fund Adviser, who is responsible for selecting broker-dealers and executing trades. Sapient Capital may recommend that Clients invest in the Registered Fund.

Additionally, the Advisor has entered into a fund sponsorship agreement with the Fund Adviser pursuant to which the Advisor is also the sponsor of the Fund. Under this arrangement, the Advisor has agreed to provide financial support to the Registered Fund and, in turn, the Registered fund will share a portion of profits with the Advisor, if any, generated by the Registered Fund's Advisory Fee (also as described below). For more detailed information regarding the Registered Fund's investment objectives, policies, and guidelines, please refer to the prospectus filed with the U.S. Securities and Exchange Commission.

C. Client Account Management

Prior to engaging Sapient Capital to provide wealth management services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client.

These services may include:

- Establishing an Investment Strategy – Sapient Capital, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and objectives.
- Asset Allocation – Sapient Capital will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – Sapient Capital will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Sapient Capital will provide investment management and ongoing oversight of the Client's investment portfolio.

D. Wrap Fee Programs

Sapient Capital does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Sapient Capital.

E. Assets Under Management

Effective December 31, 2025, Sapient Capital manages $13,756,996,022 in Client assets, $11,182,441,801 of which is managed on a discretionary basis and $2,574,554,221 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into a written agreement with the Advisor.

A. Fees for Advisory Services

Wealth Management Services

Wealth management fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the wealth management agreement. Wealth management fees are based on the market value of assets under management at the end of the prior calendar quarter. Wealth management fees may typically range up to 1.50% annually based on several factors, including: the scope and complexity of the services to be provided; the level of assets to be managed; and the overall relationship with the Advisor. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee. In certain circumstances, The Advisor may offer a fixed fee within the fee range disclosed above.

The wealth management fee in the first quarter of service is prorated from the inception date of the account(s) to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with the Advisor. The Advisor requires a minimum annual fee of $10,000, which may be reduced at the Advisor's sole discretion. All securities held in accounts managed by Sapient Capital will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian's valuation to ensure accurate billing.

The Advisor's fee is exclusive of, and in addition to any applicable securities transaction and custody fees, and other related costs and expenses described in Item 5.C below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Use of Independent Managers – As noted in Item 4, the Advisor may implement a portion of a Client's investment portfolio utilizing one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its wealth management fee as described above. Independent Managers typically do not offer any fee discounts but may have a breakpoint schedule which will reduce the fee with an increased level of assets placed under management with an Independent Manager. The terms of such fee arrangements are included in the Independent Manager's disclosure brochure and applicable contract(s) with the Independent Manager. The total fee, including the Advisor's fee and the Independent Manager's fee, generally will not exceed 2.00% annually.

Contributions and Withdrawals – Clients may make additions to and withdrawals from their account(s) at any time, subject to Sapient Capital's right to terminate an account. Additions may be in cash or securities provided that Sapient Capital reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account(s). Clients may withdraw account assets with prior written notice to Sapient. Capital, subject to the usual and customary securities settlement procedures. However, Sapient Capital designs its portfolios as long-term investments, and the withdrawal of assets may impair the achievement of a Client's investment objectives. Sapient Capital may consult with its Clients about the options and ramifications of transferring securities. However, Clients are advised that when transferred securities are liquidated, they may be subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications. The Advisor will adjust its fees for contributions or withdrawals during the quarter of $100,000 or more. Such adjustments may be made be made during the quarter or with the next billing period.

Financial Planning Services
Sapient Capital offers stand-alone financial planning services for a fixed fee. Fixed fees range up to $20,000. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor.

Family Office Services
Sapient Capital typically offers family office services for an annual fixed fee. The fee for family office services is negotiated based on the nature and complexity of the services to be provided and the overall relationship between the Client and the Advisor. The family office services fee will be outlined in the family office agreement executed by the Client.

Private Fund Services
Private fund service fees are generally payable quarterly in advance and will equal up to 1.00% of aggregate committed capital of the limited partners in the Private Fund. **For more detailed information on the fees, please refer to the respective Private Fund's Offering Documents.**

Sub-Advisory Services
As compensation for its sub-advisory services, the Advisor, serving as the sub-advisor and sponsor of the Registered Fund, receives a sub-advisory fee of 0.40%. If the amount of the Registered Fund's management fee of 0.80% exceeds the Registered Fund's operating expenses and the Fund Advisor's retained amount, the Fund Advisor pays the net total to the Advisor. This amount includes the Advisor's sub-advisory fee of 0.40% and any remaining profits from the Advisory Fee. For more detailed information on advisory fees, please refer to the Registered Fund's prospectus as filed with the U.S. Securities and Exchange Commission.

B. Fee Billing

Wealth Management Services
Wealth management fees are calculated by the Advisor or its delegate and deducted from the Client's account(s) at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account(s) at the beginning of the respective quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Sapient Capital at the end of the prior quarter. Clients will be provided with a statement from the Custodian, at least quarterly reflecting deduction of the wealth

management fee. Clients are urged to review the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by Sapient Capital to be paid directly from their account(s) held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian.

Use of Independent Managers – For Client accounts implemented through an Independent Manager, the Advisor and the Independent Manager will each assume the responsibility for calculating and deducting their respective fees from the Client's account(s) at the Custodian.

Financial Planning Services

Financial planning fees may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning agreement. The balance shall be invoiced upon completion of the agreed upon deliverable(s).

Family Office Services

Family office service fees are generally payable quarterly in advance and will be calculated by the Advisor or its delegate and either invoiced directly to the Client or deducted from the Client's account(s) at the Custodian.

Private Fund Services

Private fund service fees shall be payable by the Private Fund. **For more detailed information on the fee billing process, please refer to the respective Private Fund's Offering Documents.**

Sub-Advisory Services

The Advisor is compensated by the Fund Adviser through an advisory fee, which is calculated daily and paid monthly, based on the Fund's average daily net assets. For more detailed information on the fee methodology, please refer to the Registered Fund's prospectus as filed with the U.S. Securities and Exchange Commission.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Sapient Capital, in connection with investments made on behalf of the Client's account(s). The Client is responsible for all custody and securities execution fees charged by the Custodian, as applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for transactions in mutual funds and other types of investments. The fees charged by Sapient Capital are separate and distinct from these custody and execution fees.

In addition, all fees paid to Sapient Capital for wealth management services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in the relevant fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Sapient Capital, but would not receive the services provided by Sapient Capital which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund(s) and the fees charged by Sapient Capital to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

Private Fund Services

All third-party expenses associated with the operations and management of the Private Fund shall be borne by the Private Fund, and therefore Sapient Capital Clients invested in the Private Fund. **For more detailed information on the other fees and expenses, please refer to the respective Private Fund's Offering Documents.**

Sub-Advisory Services

Investors in the Registered Fund may incur certain fees or charges imposed by third parties, in connection with investments made on behalf of the Registered Fund. The Registered Fund (and indirectly, investors) are responsible for all custody and securities execution fees charged by the Custodian and executing broker-dealer, if applicable.

The Registered Fund (and indirectly, investors) are also responsible for any third-party fee or expense related to the management of the Registered Fund. The fees charged by underlying investments are also indirectly included in the value of an Investor's account. For additional details regarding fees associated with the management of the Registered Fund, please refer to the Registered Fund's prospectus as filed with the U.S. Securities and Exchange Commission.

D. Advance Payment of Fees and Termination

<u>Wealth Management Services</u>
Sapient Capital may be compensated for its wealth management services in advance of the quarter in which services are rendered. Either party may terminate the wealth management agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the wealth management agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid wealth management fees from the effective date of termination to the end of the quarter. The Client's wealth management agreement with the Advisor is non-transferable without the Client's prior consent.

Use of Independent Managers – In the event that the Advisor has determined that an Independent Manager is no longer in the Client's best interest, or a Client should wish to terminate their relationship with an Independent Manager, the terms for the termination will be set forth in the respective agreements between the Client and/or the Advisor and the Independent Manager. Sapient Capital will assist the Client with the termination and transition as appropriate.

<u>Financial Planning Services</u>
Sapient Capital may require an advance deposit as described above. Either party may terminate the financial planning agreement by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed the percentage of the engagement scope completed by the Advisor. The Advisor will refund any unearned, prepaid planning fees from the effective date of termination. A Client's financial planning agreement is non-transferable without the Client's prior consent.

<u>Family Office Services</u>
Sapient Capital is compensated for its services in advance of the quarter in which services are rendered. Either party may terminate the family office services agreement with the Advisor, generally quarterly by providing 180 days' advance written notice to the other party. The Client shall be responsible for advisory fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's family office services agreement with the Advisor is non-transferable without the Client's prior consent.

<u>Private Fund Services</u>
Sapient Capital is compensated for its Services in advance of the quarter in which Services are rendered. The details of termination between Sapient Capital and the manager of the Private Fund are outlined in the executed agreement.

<u>Sub-Advisory Services</u>
The terms governing the termination of Sapient Capital's sub-advisory services to the Registered Fund are set forth in the Sub-Advisory Agreement between Sapient Capital and the Fund Adviser.

E. Compensation for Sales of Securities

Sapient Capital does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account, other than the wealth management fees noted above.

Item 6 – Performance-Based Fees and Side-By-Side Management

One or more affiliates of Sapient Capital is/are entitled to receive performance-based compensation in the form of carried interest paid by one or more Private Funds. This presents a conflict of interest as certain management persons will benefit financially from the recommendation of Clients to invest in the Private Fund. Additionally, the receipt of performance-based compensation creates an incentive for the Advisor to recommend investments on behalf of the Private Fund that are riskier or more speculative than would otherwise be the case in the absence of such performance-based compensation arrangements. Sapient Capital manages this conflict of interest as the firm is a fiduciary required to act in the best interest of the Private Fund and its Clients. Please refer to Item 10 below for further information.

Item 7 – Types of Clients

Sapient Capital offers wealth management services to individuals, high net worth individuals, families, trusts, estates, businesses, foundations and endowments. Additionally, Sapient Capital also offers investment sub-advisory and/or other services to pooled investment vehicles. Sapient Capital generally does not impose a minimum relationship size. However, the Advisor requires a minimum annual fee of $10,000, which may be reduced at the Advisor's sole discretion.

Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss

A. Methods of Analysis

Sapient Capital primarily employs fundamental and technical analysis methods in developing investment strategies for its Clients. Both research and analysis by Sapient Capital are derived from numerous sources, including third-party research materials, Internet sources, review of company activities, (including annual reports, prospectuses, press releases and research prepared by others), and financial media companies.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria consist generally of ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Sapient Capital will be able to accurately predict such a reoccurrence or timing thereof.

As noted above, Sapient Capital generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Sapient Capital will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Sapient Capital may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

B. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Sapient Capital will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account(s). The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client funds. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's investment strategies:

Market Risks
The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

ETF Risks
The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based on market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time earlier or later.

Bond Risks
Bonds are subject to specific risks, including the following: (1) interest rate risks, i.e. the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things: the bond's time to maturity, and the coupon rate of the bond, (2) reinvestment risk, i.e. the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e. the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e. the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e. the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) liquidity risks, i.e. the risk that a bond may not be sold as quickly if there is no readily available market for the bond.

Mutual Fund Risks
The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased earlier or later that same day.

Margin Borrowings
The use of short-term margin borrowings may result in certain additional risks to a Client. For example, if securities pledged to brokers to secure a Client's margin accounts decline in value, the Client could be subject to a "margin call", pursuant to which it must either deposit additional funds with the broker or be the subject of mandatory liquidation of the pledged securities to compensate for the decline in value.

Alternative Investments
The performance of alternative investments (whether made through limited partnerships, LLCs, BDCs or other entity types) can be volatile and may have limited liquidity. An investor could lose all or a portion of their investment. Such investments often have concentrated positions and investments that may carry higher risks. Clients should only have a portion of their assets in these investments.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving Sapient Capital or its management persons that require disclosure to Clients. Sapient Capital values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor or Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 324899.

Item 10 – Other Financial Industry Activities and Affiliations

Insurance Agency Affiliations
Certain Advisory Persons are licensed insurance professionals. Advisory Persons maintain insurance licenses for educational purposes only and are not in the business of selling insurance products to Clients.

Use of Independent Managers
As noted in Item 4, the Advisor may implement all or a portion of a Client's investment portfolio utilizing one or more Independent Managers. The Advisor does not receive any compensation, nor does this present a material conflict of interest. The Advisor will only earn its wealth management fee as described in Item 5.A.

Private Fund Activities and Affiliations
SIP SLP Entities - As noted in Item 6, the Advisor is affiliated through common ownership and control with one or more SLP entities ("SLP Entities"). SLP Entities are established to receive carried interest from one or more Private Funds as well as make nominal investments into such Private Funds. The fact that SLP Entities are entitled to receive performance-based compensation creates a conflict of interest in that it creates an incentive for the Advisor to make investments on behalf of the Private Fund that are riskier or more speculative than would otherwise be the case in the absence of such performance-based compensation arrangements. Additionally, this means certain management persons also have a financial incentive to recommend the Private fund to Clients. Clients are under no obligation to invest in the Private Fund and the Advisor will always provide investment recommendations that are in the best interest of Clients.

Private Fund Advisory Board - Certain Advisory Persons of the Advisor from time to time serve on advisory committees or similar governance bodies (e.g., Limited Partner Advisory Committees ("LPACs")) for private investment funds that the Advisor recommends to clients and receives carried interest from (referenced above). In these roles, the Advisor and its Advisory Persons may receive confidential information regarding the funds and may participate in matters involving fund governance, conflicts of interest, valuations, or other matters specified in the applicable fund documents. These roles present conflicts of interest because the Advisory Persons duties to the fund may differ from duties owed to the Advisor's Clients. The Advisor has adopted policies and procedures, including its Code of Ethics and policies governing conflicts of interest and the handling of material nonpublic information, designed to identify and mitigate these conflicts.

Sub-Advisor to Registered Funds
The Advisor acts as sub-advisor and fund sponsor to the Registered Fund, which creates a conflict of interest. Specifically, the Advisor has a financial incentive to recommend investments in the Registered Fund to Clients due to the sub-advisory fee the Advisor receives, as well as the profits from the Registered Fund's Advisory Fee the Advisor receives as the fund sponsor. Prior to recommending the Registered Fund, the Advisor will conduct appropriate due diligence to ensure any recommendation that a Client invests into the Registered Fund aligns with the Client's investment needs and objectives. In addition, the Advisor will provide additional disclosure information to each Client, which will include relevant details regarding the Advisor's sub-advisory relationship with the Registered Fund and fees it will receive. There is no requirement for the Advisor to recommend the Registered Funds to Clients, nor are Clients obligated to invest.

Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

A. Code of Ethics

Sapient Capital has implemented a Code of Ethics (the “Code”) that defines the Advisor’s fiduciary commitment to each Client. The Code applies to all persons associated with Sapient Capital (“Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor’s duties to each Client. Sapient Capital and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Sapient Capital’s Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (317) 719-0157.

B. Personal Trading with Material Interest

Sapient Capital allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Sapient Capital does not act as principal in any transactions. The Advisor does currently serve as a sub-advisor to one or more Private Funds; however, Sapient Capital does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

Sapient Capital allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities; and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Sapient Capital requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer (“CCO”). The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While Sapient Capital allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At no time will Sapient Capital, or any Supervised Person of Sapient Capital, transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian(s)

Sapient Capital typically does not have discretionary authority on behalf of its clients to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize Sapient Capital to direct trades to the Custodian as agreed upon in the wealth management agreement. Further, Sapient Capital does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis. Under certain instances, the Client may grant the Advisor limited authority to place trades away from the Custodian. Please see Prime Brokerage Authorization below.

Where Sapient Capital does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by Sapient Capital. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Sapient Capital may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its reputation and/or the location of the Custodian’s offices.

Sapient Capital will generally recommend that Clients establish their account(s) at Pershing Advisor Solutions, a division of Pershing, LLC ("Pershing"), a FINRA-registered broker-dealer and member SIPC. Pershing will serve as the Client's "qualified custodian". Sapient Capital maintains an institutional relationship with Pershing, whereby the Advisor receives economic benefits from Pershing. Please see Item 14 – Client Referrals and Other Compensation below.

Following are additional details regarding the brokerage practices of the Advisor:

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. Sapient Capital does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.

2. Brokerage Referrals - Sapient Capital does not receive any compensation from any third party in connection with the recommendation for establishing an account.

3. Directed Brokerage - All Clients are serviced on a "directed brokerage basis", where Sapient Capital will place trades within the established account(s) at the Custodian designated by the Client. Further, all Client assets are traded within their respective account(s). The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account(s)). Sapient Capital will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

4. Prime Brokerage – The Advisor may execute securities transactions either through the Custodian or through another unaffiliated broker-dealer in connection with a prime brokerage relationship established with the Custodian. Should a Client's account(s) make use of prime brokerage, the Client is required to execute additional agreement(s) with the Custodian authorizing the Advisor to trade-away from and settle to the Client's established account(s) at the Custodian. The Custodian may charge an additional trade-away fee for these transactions in addition to the normal securities transaction costs.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Sapient Capital will execute its transactions through the Custodian as authorized by the Client. Sapient Capital may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Client's accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of Sapient Capital and periodically by its CCO. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

<u>Sub-Advisory Services to the Registered Fund</u>
Investments in the Registered Fund are monitored on a regular and continuous basis by the Advisor. Formal reviews are generally conducted on an as needed basis for purposes of reporting to the Fund Adviser and the board of trustees. Additional information regarding frequency of reviews of the Registered Fund is contained in the prospectus and statement of additional Information.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in or from the Client's account(s). The Client is encouraged to notify Sapient Capital if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

<u>Sub-Advisory Services to the Registered Fund</u>
Additional information regarding causes for reviews of the Registered Fund is contained in the Registered Fund's prospectus and statement of additional Information.

C. Review Reports

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account(s). The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by Sapient Capital

Sapient Capital may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial and other services necessary to meet the goals of its Clients. Likewise, Sapient Capital may receive non-compensated referrals of new Clients from various third parties.

<u>Participation in Institutional Advisor Platform</u>
Sapient Capital has established an institutional relationship with Pershing to assist the Advisor in managing Client account(s). Access to the Pershing platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Pershing. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this Custodian over one that does not furnish similar software, systems support, or services.

Financial Support - Sapient Capital is incentivized to remain affiliated with Pershing and to recommend that Clients establish accounts with Pershing due to financial support received from Pershing. Through the relationship with Pershing, Sapient Capital received initial support payment for technology, marketing and compliance consulting related expenses at the signing of the engagement and will receive additional support based on specific amounts of Client assets to be custodied with Pershing. The receipt of any such compensation creates a financial incentive for Sapient Capital to recommend Pershing the Custodian for the assets in your account. This conflict is mitigated through disclosure and by the fact that Clients are not obligated to utilize Sapient Capital's recommended Custodian. Additionally, as mentioned above, the Client may directly or indirectly receive other benefits through the engagement with Pershing. We encourage you to discuss any such conflicts of interest with us before making a decision to custody your assets at Pershing.

B. Compensation for Client Referrals

Certain Clients may be referred to the Advisor by either an affiliated or unaffiliated party (herein "Promoter") and such Promoter may receive, directly or indirectly, compensation for the Client referral. In instances in which a Promoter is compensated, the Advisor will pay the Promoter a fee in accordance with Rule 206(4)-1 of the Advisers Act and any corresponding state securities requirements. Any such compensation shall be paid solely from the investment advisory fees and related fees earned by the Advisor, and shall not result in any additional charge to the Client.

Item 15 – Custody

The Advisor is considered to have custody under the following circumstances and is consequently required to undergo an annual surprise examination.

> *Family Office Services* – Sapient Capital provides bill-payment services to certain clients through its family office services. As such, the Advisor is deemed to have custody over certain Client accounts and/or securities. Because of this, the Advisor has engaged an independent accounting firm to perform an annual surprise examination of those assets and accounts. Any related opinions issued by an independent accounting firm are filed with the SEC and are publicly available on the SEC's Investment Adviser Public Disclosure website (http://adviserinfo.sec.gov).

The Advisor is authorized to deduct its fees from the Client's account(s) at the Custodian. The Client must place all assets with a "qualified custodian". The Client is required to engage the Custodian to retain all funds and securities and direct the Advisor to utilize that Custodian for security transactions in the account(s). The Client should review statements provided by the Custodian, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

Item 16 – Investment Discretion

Sapient Capital generally has discretion over the selection and number of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Sapient Capital. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of a wealth management agreement containing all applicable limitations to such authority. All discretionary trades made by Sapient Capital will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

Sapient Capital has engaged Broadridge Investor Communication Solutions, Inc ("Broadridge"), a third-party, independent proxy advisory firm to assist in the voting of proxies in order to mitigate risks involved with any conflicts of interest that might otherwise arise in the voting of client proxies. Although Sapient Capital expects to vote proxies according to Broadridge's recommendations, certain issues may need to be considered on a case-by-case basis due to the diverse and continually evolving nature of corporate governance issues. If such cases should arise, then Sapient Capital will devote appropriate time and resources to consider those issues, as deemed appropriate at the discretion of the Advisor.

Although a Client cannot direct the vote on a particular solicitation, the Advisor may take into consideration the Client's preference conveyed in writing or otherwise. The Client can decline to assign proxy voting authority to Sapient Capital during the account opening process. Proxies will then be sent to the address of record by default. In situations where there may be a conflict of interest in the voting of proxies due to business or personal relationships that Sapient Capital maintains with persons having an interest in the outcome of certain votes, Sapient Capital will take appropriate steps, whether by following Broadridge's recommendation or otherwise, to ensure that proxy voting decisions are made in what it believes is the best interest of its Clients and are not the product of any such conflict.

<u>Sub-Advisory Services to the Registered Fund</u>
Sapient Capital does not accept proxy-voting responsibility for the Registered Fund. The Fund Adviser maintains the responsibility to vote proxies related to the securities held in the Registered Fund's portfolios. The Fund Adviser will vote such proxies in accordance with its proxy policies and procedures, which are included in the Statement of Additional Information.

Item 18 – Financial Information

Neither Sapient Capital, nor its management, have any adverse financial situations that would reasonably impair the ability of Sapient Capital to meet all obligations to its Clients. Neither Sapient Capital, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. Sapient Capital is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect advance fees of $1,200 or more for services to be performed six months or more in the future.

Privacy Policy

Effective: August 31, 2026

Our Commitment to You

Sapient Capital, LLC (“Sapient Capital” or the “Advisor”) is committed to safeguarding the use of personal information of our Clients (also referred to as “you” and “your”) that we obtain as your Investment Advisor, as described here in our Privacy Policy (“Policy”).

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Sapient Capital (also referred to as "we", "our" and "us”) protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Sapient Capital does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

Why you need to know?

Registered Investment Advisors (“RIAs”) must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Driver’s license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number(s)	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Clients personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

How do we share your information?
An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
Marketing Purposes Sapient Capital does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Sapient Capital or the client has a formal agreement with the financial institution. **We will only share information for purposes of servicing your accounts, not for marketing purposes.**	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent(s) or representative(s).	Yes	Yes
Information About Former Clients Sapient Capital does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

Changes to our Privacy Policy
We will send you a copy of this Policy at least annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the sharing of such information.

Any Questions?
You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (317) 719-0157.