



Retirement Account Disclosure

When Sanctuary Securities, Inc., Sanctuary Advisors, LLC. as well as its network of investment advisor representatives (collectively, “Sanctuary”) provide “investment advice” as defined under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and/or section 4975 of the Internal Revenue Code of 1986 (the “Code”) (collectively, the “Retirement Laws”) regarding a Retirement Account,* Sanctuary is a “fiduciary” under the Retirement Laws. This acknowledgment of status under the Retirement Laws is not intended to create or expand any “fiduciary” relationship, capacity or obligations of Sanctuary under other federal, state or local laws.

Sanctuary provides “investment advice” as defined under the Retirement Laws when Sanctuary:

1. renders advice (a) as to the value of securities or other property, or makes recommendations as to the advisability of investing in, purchasing, or selling securities or other property, (b) on a regular basis, (c) pursuant to a mutual agreement, arrangement, or understanding with the Retirement Account owner or fiduciary, that (d) the advice will serve as a primary basis for investment decisions with respect to the Retirement Account assets, and that (e) the advice will be individualized based on the particular needs of the Retirement Account; and
2. receives a fee or other compensation (direct or indirect) for such advice.

When Sanctuary acts as a “Fiduciary” under the Retirement Laws

When Sanctuary provides a recommendation to you concerning a rollover or transfer of your retirement assets to a Sanctuary Retirement Account or the selection of an investment account type (e.g., brokerage or advisory account arrangement) for your Sanctuary Retirement Account, Sanctuary acts as a “fiduciary” under the Retirement Laws with respect to that recommendation.

When Sanctuary provides portfolio allocation advice for ERISA qualified retirement plans held away from Sanctuary, Sanctuary acts as a “fiduciary” with respect to that advice. For more information on Sanctuary’s role with respect to held away ERISA qualified retirement plans, please see sections 4.C., 5.B., and 8.B. of Sanctuary’s ADV Part 2A disclosure document.

When you engage with Sanctuary in an investment advisory account relationship for your Retirement Account, Sanctuary acts as a “fiduciary” under the Retirement Laws with respect to the investment advisory services Sanctuary provides to your Retirement Account. Sanctuary acts as your investment adviser only when Sanctuary has entered into a written advisory agreement with you that describes the advisory relationship and Sanctuary’s obligations to you. Please refer to Sanctuary’s ADV at <https://docs.sanctuarywealth.com/adv> and your advisory agreement for more information about the services offered under the program, the advisory fees, potential conflicts between Sanctuary’s interests and yours, and Sanctuary’s role and responsibilities to you.



When Sanctuary does not act as a “Fiduciary” under the Retirement Laws

Note, however, that there are many communications and recommendations that are not considered “investment advice” under these Retirement Laws (which are subject to change), including (but not limited to):

- Recommendations with respect to **nonretirement brokerage accounts** you maintain with us.
- Communications that are educational or informational and not intended to be viewed or construed as an individualized/personalized suggestion for you to take a particular course of action with respect to your retirement assets. Examples include:
 - Information we provide about the performance of a security in your account.
 - Information and education about alternatives you have when deciding whether to roll out of an employer plan or transfer assets from one IRA to another (including between brokerage and advisory accounts or among different advisory accounts).
 - **Information we provide regarding our products and services when you are considering whether to leave one financial institution, including (but not limited to) when you are considering leaving to follow your financial professional to Sanctuary Wealth.**
 - Marketing materials, including information, education, or general descriptions of our services, the products that we make available to you, the fees we charge, and the reasons we think you should hire us to provide services to you for your retirement and other accounts.
 - Transactions (including rollovers) or trades you execute without a recommendation from us, such as an unsolicited trade.
 - Recommendations and interactions that are episodic or sporadic or are not provided as part of an ongoing or regular basis advice relationship, or recommendations made when there is no mutual understanding that our investment advice will serve as a primary basis for your investment decision.

You understand that when you engage with Sanctuary in a brokerage relationship for your Retirement Account, Sanctuary does not agree to, and therefore you should not expect that Sanctuary will, provide “investment advice” or securities recommendations for a brokerage Retirement Account on a regular or ongoing basis, or provide ongoing monitoring of your Retirement Account. Brokerage relationships are intended for “buy and hold” investment strategies and for those investors who choose to pay for our services through transaction fees instead of ongoing advisory fees. The standards of care we are subject to under the securities laws do not create “fiduciary” status under the Retirement Laws. For example, if we provide securities recommendations in your “best interest” under applicable securities regulations, this does not mean that we are necessarily a “fiduciary” under the Retirement Laws.

If you wish for us to provide “investment advice” to you as a “fiduciary” under the Retirement Laws, please contact your advisor to learn more about establishing an advisory account relationship with Sanctuary.

For a description of our brokerage fees, services and conflicts of interest, please refer to our Client Relationship Summary, Important Sanctuary Disclosure Documents found at: <https://www.sanctuarywealth.com/disclosures>, and your Retirement Account agreement.

For further questions please contact your advisor.

**“Retirement Account” means any Individual Retirement Account (“IRA”), Roth IRA, Health Savings Account, Coverdell Education Savings Account, Medical Savings Account, a Plan covered by ERISA or a plan described in section 4975(e)(1) (A) of the Code.*