



We are Eagle Capital Management, LLC, an SEC-registered investment adviser. Brokerage and investment advisory services and fees differ and it is important for you to understand the differences. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

***WHAT INVESTMENT SERVICES AND ADVICE CAN YOU PROVIDE ME?***

We offer discretionary investment advisory services to “retail investors,” that is, natural persons and their legal representatives, and other clients. We also provide investment advisory services to retail investors participating in wrap fee programs, and may also deliver our services through models implemented by third party managers. Other than upon request, there is no difference between the services we provide to wrap fee clients and the services we provide to other clients. We primarily offer one strategy (similar strategies are pursued by other products we manage), the “Eagle Equity Strategy”, which we have been managing since our inception, which is modified from time to time to accommodate the needs of individual clients. We invest primarily in U.S. traded public equities. From time to time, we also identify foreign companies with equity interests that trade in the United States that fit our investment criteria.

*Investment Authority:* While we have discretionary authority to manage accounts on behalf of retail investors, we will accept limitations on this authority, including in the form of specific stock restriction requests from you. We will abide by these restrictions to the extent that they do not significantly alter our fundamental investment philosophy.

*Monitoring:* As a standard part of our services to retail investors, we monitor clients' accounts regularly. We review all trades made in the client accounts we manage. We also review accounts on a periodic basis, including when we raise cash for distribution to retail investors at their request, invest new cash contributions in a portfolio or alter the asset mix according to market conditions.

*Account Minimums and Other Requirements:* We do not have any formal requirements for retail investors to open or maintain an account or establish a relationship with us. Generally, our minimum account size is \$2,000,000. However, at times we work with retail investors who open smaller accounts.

*Additional information about our services can be found in our Form ADV, Part 2A, Items 4 and 7, available at <https://adviserinfo.sec.gov/firm/summary/106422>.*

*You should consider asking us questions like the following: Given my financial situation, should I choose an investment advisory service? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?*

***WHAT FEES WILL I PAY?***

You will generally pay an annual management fee of 1% on the first \$5 million of assets under management and 0.75% on any assets above \$5 million, charged quarterly.

Our fees can and do vary among clients. In addition to different fee levels, you may choose a performance-based fee structure that is not wholly based on assets under management. Performance-based fee structures are individually negotiated and may result in you paying fees that are higher or lower than those described above, depending on how the investments in your account perform.

We provide investment advisory services for client portfolios participating in wrap fee programs and receive management fees in relation to the provision of these services. In some cases, our fee is included in the wrap fee, in other cases it is separate. In either case, our management fee on a wrap account does not exceed 1% per year on assets under management. Asset-based fees associated with wrap fee programs, the fees payable to us and/or the wrap program sponsor, will include most transaction costs and fees to broker-dealers or banks that have custody of these assets, and therefore are higher than a typical asset-based advisory fee. To the extent it is unclear how wrap fees are calculated or charged, you should contact us for further information.

You will incur costs other than our management fee or performance-based fee, including custodian fees, brokerage and transaction commissions and conversion fees for the equity of foreign companies that trade in the United States. Ticket charges and other additional fees may also be assessed on certain transactions based upon agreements that you have with one or more of your service providers. When you have uninvested cash swept into a money market fund, seeking to maximize the return on that cash, the custodian charges a fee and a proportionate share of other expenses of the money market fund. If we invest in a mutual fund or pooled vehicle for your account, you will bear, along with other shareholders in the mutual fund, a pro rata portion of the mutual fund's management, trading, and administrative fees and expenses. We do not benefit from any such additional charges.

If you are charged asset-based fees, the more assets there are in your advisory account, the more you will pay in fees, and so we are incentivized to encourage you to increase the assets in your accounts. Because we manage accounts for retail investors that are

charged asset-based fees and those that are charged performance-based fees, there is at times an incentive to favor accounts that are charged performance-based fees when making trading decisions. However, we maintain a trade allocation policy that, among other things, seeks to address potential issues associated with trading for a large number of client accounts; our allocation policy does not provide for differing treatment of accounts based on fee arrangements.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

*Additional information about our fees and costs can be found in retail investors' account agreements and our Form ADV, Part 2A, Items 5 and 6, which is available at <https://adviserinfo.sec.gov/firm/summary/106422>.*

*You should consider asking us questions like the following: Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

***WHAT ARE YOUR LEGAL OBLIGATIONS TO ME WHEN ACTING AS MY INVESTMENT ADVISER? HOW ELSE DOES YOUR FIRM MAKE MONEY AND WHAT CONFLICTS OF INTEREST DO YOU HAVE?***

*When we act as your investment adviser,* we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here is an example to help you understand what this means.

We also provide investment advisory services to a private pooled investment vehicle, referred to as the “fund” and an exchange-traded fund, referred to as the “ETF.” We are paid asset-based fees for the services we provide to the fund and the ETF. If the assets from your account were invested in the fund or ETF, we would be receiving both the fees charged to your account and the fees charged on your investment in the fund or ETF. Unless you separately invest in the fund, we do not invest your assets in the fund, and you are not obligated to consider or make an investment in the fund. However, we may invest your assets in the ETF, but such amounts will be subject to fee offset.

*You should consider asking us questions like the following: How might your conflicts of interest affect me, and how will you address them?*

*For additional information on our conflicts, please refer to our Form ADV, Part 2A, which is available at <https://adviserinfo.sec.gov/firm/summary/106422>.*

***HOW DO YOUR FINANCIAL PROFESSIONALS MAKE MONEY?***

Our financial professionals are generally compensated by receiving a salary and a discretionary bonus. Compensation amounts are based on a number of factors, including an individual's contribution to the firm, the performance of the firm itself, and information on market practices. We do have financial professionals who are compensated in part for engaging new separate account clients, and all separate accounts are managed consistent with the Eagle Equity Strategy. Our owners are compensated in whole or in part through their ownership of the firm. Conflicts related to the fees we earn, which are a driver of our financial professionals' compensation, are described above and in Part 2A of our Form ADV.

***DO YOU OR YOUR FINANCIAL PROFESSIONALS HAVE LEGAL OR DISCIPLINARY HISTORY?***

No. Neither we nor any of our financial professionals have any disciplinary history to report.

Visit [Investor.gov/CRS](https://Investor.gov/CRS) for a free and simple search tool to research us and our financial professionals.

*You should consider asking us questions like the following: As a financial professional, do you have any disciplinary history? For what type of conduct?*

***HOW DO I OBTAIN ADDITIONAL INFORMATION ABOUT YOU?***

To find additional information about our investment advisory services please refer to our Form ADV by visiting <https://adviserinfo.sec.gov/firm/summary/106422>, or to request a copy of the relationship summary, please write to [compliance@eaglecap.com](mailto:compliance@eaglecap.com). To request up-to-date information or to request a copy of the relationship summary, you may also call 212-293-4040.

*You should consider asking us questions like the following: Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?*



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March 20, 2025

## Eagle Capital Management, LLC

This brochure provides information about the qualifications and business practices of Eagle Capital Management, LLC. If you have any questions about the contents of this brochure, please call us at 212-293-4040. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Eagle Capital Management, LLC is an investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940 (the “Adviser’s Act”). Registration does not imply a certain level of skill or training.

Additional information about Eagle Capital Management, LLC is also available on the SEC’s website at <https://adviserinfo.sec.gov/firm/summary/106422>.

## **Item 2 Material Changes**

In this Item 2, we are required to identify and discuss material changes since the last annual update of our Brochure (which was on March 26, 2024). We filed an update to this Brochure on November 12, 2024 to reflect our new office address. While this update to our Brochure contains other changes and updates to certain information, we do not feel that they constitute material changes since we last filed an annual update to this Brochure. Clients and prospective clients, however, should review the entirety of this Brochure carefully.

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#### **Item 4 Advisory Business**

**Our Advisory Firm.** Eagle Capital Management, LLC (“Eagle”) was formed in 1988 by Ravenel Boykin Curry, III and his wife, Elizabeth Curry, who died in 2015. Their vision was to create an environment in which equity investment decisions would be made through original, thoughtful research and rigorous valuation techniques. Our principal owner is Mr. Curry who controls over 25% of Eagle. Over time, Mr. Curry has broadened ownership at Eagle such that now 25 of the firm’s 42 employees have ownership interests. Eighteen of Eagle’s employees are women, of which 11 have ownership interests.

Except as disclosed in Item 10, Eagle has no affiliation with any outside entities and Eagle partners hold no positions with any other asset management firm. In 1995 the organizational structure of the firm was changed to a limited liability company.

**Our Advisory Services.** The firm’s main strategy is the “Eagle Equity Strategy”, which it has been managing since its inception. The Eagle Equity Strategy invests primarily in U.S. traded public equities. From time to time, we also identify non-U.S. companies with equity interests that trade in the form of American Depositary Receipts (“ADRs”) that fit our investment criteria. Each Eagle Equity Strategy model portfolio typically holds 25-35 positions. While the Eagle ETF follows a strategy that is substantially similar to the Eagle Equity Strategy, it is more concentrated than the Eagle Equity Strategy. For more information on the strategy pursued by the Eagle ETF, please see Items 8 and 12 below.

As is disclosed in Part 1A of our Form ADV, our clients are primarily high net worth individuals (including family offices), pension and other retirement plans, charitable institutions and other institutional investors for whom we manage investment accounts (“Separate Account Clients”), and pooled investment vehicles (including private and UCITS funds (the “UCITS Fund”) and an exchange-traded fund, the Eagle ETF.

For the majority of our clients, we generally manage client portfolios by seeking to replicate the Eagle Equity Strategy model portfolio and we strive to ensure that client accounts conform to the model portfolio at all times. However, as described more fully in Item 8 and Item 12, client portfolios often deviate from the model portfolio; this deviation occurs for a number of reasons, especially in conjunction with anticipated or actual capital flows within a single account or across a broader subset of accounts. Eagle has adopted and follows allocation policies designed to mitigate these situations.

Eagle does not provide financial planning services. Our clients and, as applicable, their consultants and other advisors determine that the Eagle Equity Strategy portfolio is appropriate for their circumstances.

We serve as the investment adviser, with discretionary trading authority, to a private pooled investment vehicle, Eagle Capital Equity Fund, L.P. (the “Fund”), a Delaware limited partnership; the securities of which are offered to investors on a private placement basis. The Fund’s investment strategy largely tracks that of the Eagle Equity Strategy. Additional information regarding the Fund can be found in Item 8, below and in the Fund’s offering documents. Eagle’s clients are under absolutely no obligation to consider or make an investment in the Fund.

We also serve as the investment adviser, with discretionary trading authority, to an actively managed open-end management ETF registered under the Investment Company Act of 1940 (the “1940 Act”), Eagle Capital Select Equity ETF, a series of The 2023 ETF Series Trust (the “Eagle ETF”). The Eagle ETF’s common shares are traded on NYSE Arca, Inc. with the ticker EAGL. While the Eagle ETF’s investment strategy is substantially similar to the Eagle Equity Strategy, in certain situations there may be differences between the strategy and investment program of the Eagle ETF and the Eagle Equity Strategy. Additional information regarding the Eagle ETF can be found in Items 8 and 12 below. Although Eagle’s clients may, they are under absolutely no obligation to consider or make an investment in the Eagle ETF. Further information regarding the Eagle ETF is also available in its registration statement, available at <https://www.eaglecap.com/>.

Eagle may also provide the Eagle Equity Strategy model portfolio to third party wealth management platforms such that end clients may participate in one or more shared-discretion model delivery programs.

Tailoring of Services. We do accept Separate Account Client modifications to the extent that we are able to jointly determine with such client that the restrictions do not significantly alter the Eagle Equity Strategy’s investment philosophy. In the event of a client’s death or incapacity, Eagle will continue to manage the account according to the client’s contract until we receive written instructions from an authorized representative.

Our investment decisions and advice with respect to the Fund and the Eagle ETF will be subject to each vehicle’s investment objectives and guidelines, as set forth in such vehicle’s offering documents or public filings and disclosures, as applicable.

Wrap Fee Programs. Eagle provides investment management for Separate Account Client portfolios participating in wrap fee programs and receives management fees in relation to the provision of these services. In some cases, Eagle’s fee is included in the wrap fee. Other than upon client request, there is no difference between Eagle’s investment management approach provided to wrap fee clients and the investment management approach provided to other clients.

Assets Under Management. As of December 31, 2024, Eagle managed approximately \$31,186,406,111 of client assets on a discretionary basis. We do not manage assets on a non-discretionary basis.

This brochure does not constitute an offer to sell or solicitation of an offer to buy any securities. The securities of the Fund are offered and sold on a private placement basis under exemptions promulgated under the Securities Act of 1933 and other applicable state, federal or non-U.S. laws. Significant suitability requirements apply to prospective investors in the Fund, including requirements that they be “accredited investors” as defined in Regulation D, “qualified purchasers” as defined in the 1940 Act, or non-“U.S. Persons” as defined in Regulation S. Persons reviewing this brochure should not construe this as an offer to sell or a solicitation of an offer to buy the securities of the Fund described herein. Any such offer or solicitation will be made only by means of a confidential private placement memorandum.

## Item 5 Fees and Compensation

Eagle manages investment accounts for a variety of clients, including Separate Account Clients and pooled investment vehicles (including the Fund, the UCITS Fund and the Eagle ETF). These accounts are subject to different terms and fee structures, as is disclosed to those clients and any of their investors. Below is a brief overview of the fees and compensation Eagle may receive from its clients.

Separate Account Clients. Eagle receives a management fee for its investment advisory services determined on the basis of the market value of the account assets. While Eagle's fees are negotiated and vary by each Separate Account Client (e.g., with respect to aggregated client accounts), Eagle's basic management fee schedule is as follows: 1% (annual rate) on the first \$5 million and 0.75% (annual rate) on the assets above \$5 million, charged quarterly. Certain Separate Account Clients' fees are calculated using a performance fee, which is negotiated and varies by client, as described in Item 6 below.

Accounts are billed in arrears and generally based on the asset valuation at calendar quarter-end, although for some legacy Separate Account Clients we compute our fee quarterly on the average of the three month-end values or on the average of the balance at the beginning of the quarter and at the end of the quarter. Generally, fees are adjusted for material intra-quarter contributions and withdrawals. Separate Account Clients may terminate Eagle at any time and a pro rata portion of any fees otherwise accrued will be calculated upon termination.

Eagle's investment advisory fees are, in most cases, remitted to Eagle by the custodian and charged against the account. A copy of the invoice is sent to the client. Some Separate Account Clients prefer to pay our fee from another source after receipt of an original invoice.

Separate Account Clients who select Eagle to manage their assets within a wrap fee program will typically do so under either a "single contract" or "dual contract" arrangement:

- Under a *single contract arrangement*, the client pays an asset-based fee to the sponsor firm and, out of that fee, the sponsor firm is responsible for paying an investment advisory fee (as described above) to Eagle. In these programs, the sponsor firm and Eagle enter into a sub-advisory or other agreement under which Eagle agrees to manage the assets. As part of that agreement, Eagle and the sponsor firm agree on the investment advisory fees to be charged by Eagle on the assets. Eagle's advisory fees are negotiable and may vary from program to program, but do not exceed 1% per year on assets under management. There are other non-asset based fees and expenses that will be charged to the client as discussed below in this Item 5 and in Item 12 of this Brochure.
- Under a *dual contract arrangement*, the Client has one contract with the sponsor firm and another contract with Eagle. As such, the Client pays Eagle an investment advisory fee in addition to the asset based fee they pay to the sponsor firm for investment advice, custody, execution and reporting. Eagle's management fee is negotiated and varies by client, but does not exceed 1% per year on assets under management. Other fees and expenses will also apply and are discussed in more detail below in this Item 5 and in Item 12 of this Brochure.

Specific information on the investment advisory fees payable to Eagle under a wrap fee program will be provided by the applicable sponsor firm. For information on the asset-based fees charged



by the sponsor firm, clients should consult with the sponsor firm or refer to the sponsor firm's Wrap Fee Program Brochure (also known as Form ADV Part 2A Appendix 1).

Clients incur costs other than Eagle's management fee or (as applicable) performance-based fee, including custodian fees, brokerage and transaction commissions and ADR conversion fees. Some of the Separate Account Clients also utilize certain securities for cash management purposes, which come with added fees and expenses. Ticket charges and other additional fees may also be assessed on certain transactions based upon agreements that certain clients have with one or more of their brokers or service providers. Eagle's use of a pro rata investment allocation methodology with respect to the Separate Account Clients, the UCITS Fund and the Fund (the "Non-ETF Clients") (described in Item 12) has an impact on ticket charges incurred by certain clients as a result of their arrangements with third-party brokers or service providers. Further, when clients have uninvested cash swept into a money market fund, seeking to maximize the return on that cash, the custodian charges a fee and a proportionate share of other expenses of the money market fund. Eagle does not benefit from any such additional charges. Clients invested in a mutual fund will bear, along with other shareholders in any such fund, a pro rata portion of the mutual fund's management, trading, and administrative fees and expenses. See Item 12 for a description of Eagle's use of "soft dollar" arrangements and for further detail regarding brokerage commissions.

Eagle Capital Equity Fund, L.P. The fees and expenses applicable to the Fund are set forth in detail in its offering documents. A brief summary of such fees and expenses is provided below.

Generally, the Fund pays Eagle a fee for investment management services (the "Fund Management Fee") for each month equal to a percentage (totaling 0.75-1% per annum) of the month-end net asset value of each investor's capital account for such month. The Fund will calculate the Fund Management Fee monthly and pay the Fund Management Fee in arrears after the end of each fiscal quarter.

The Fund Management Fee will be prorated for any withdrawal by an investor that is effective other than as of the first day of a fiscal quarter.

In the sole discretion of Eagle, the Fund Management Fee may be waived, reduced or calculated differently with respect to the capital account of any investor, including Eagle's employees and affiliates, and certain family members of employees of Eagle.

In addition to the Fund Management Fee, the Fund will bear the following expenses: (i) brokerage, prime brokerage and futures commission merchant fees, commissions and expenses; expenses relating to short sales; clearing and settlement charges; (ii) interest expenses and fees related to financings or refinancings; (iii) taxes; and (iv) extraordinary expenses, including the following: indemnification expenses; fees and expenses incurred in connection with any tax audit by any taxing authority, including any related administrative settlement and judicial review; and fees and expenses incurred in connection with the reorganization, dissolution, winding-up or termination of the Fund or any trading vehicle.

Certain expenses related to the Fund are initially charged to the Fund but are ultimately reimbursed by Eagle ("Covered Expenses"). Further information regarding Covered Expenses is provided in the offering documents.

### Eagle ETF

The Eagle ETF pays Eagle a management fee calculated daily and paid monthly at an annual rate of 0.80% of the average daily net assets of the Eagle ETF for the investment management and advisory services provided by Eagle. This management fee is a “unitary” fee that covers ordinary operating expenses of the Eagle ETF except as set forth in its registration statement. Please refer to the Eagle ETF registration statement for additional information regarding fees and expenses.

## **Item 6 Performance-Based Fees and Side-By-Side Management**

Most Eagle clients (including the Fund and Eagle ETF) are assessed a management fee. Exceptions to this include accounts of Eagle clients that have negotiated performance-based fees and accounts of certain entities and individuals, including accounts of current and former Eagle employees, their family, and friends (which are managed on a fee-free basis). The Eagle ETF is not assessed a performance-based fee, and the management fee currently paid by the Eagle ETF to Eagle is not subject to any waivers or negotiated reductions.

As applicable, these clients' accounts follow the Eagle Equity Strategy (and the Fund's and Eagle ETF's investment objectives and program are substantially similar with those of the Eagle Equity Strategy) and the concurrent existence of these different fee structures at times creates a conflict of interest for our firm. In instances where a performance-based fee is charged, there is at times an incentive to favor these clients when making trading decisions. To protect our clients' interests, we seek to treat these accounts no differently from any other discretionary account when making trading allocations when Eagle has full trading discretion (although for certain of our clients, such as the Eagle ETF, we may use a third-party brokerage to settle or facilitate trades). As noted above, we maintain an allocation policy to address how we apply the Eagle Equity Strategy to a large number of client accounts; our allocation policy makes no provision for differing treatment of accounts based on the applicable fees that the client is charged by Eagle. For more on use of brokerage firms and allocation of trades, please see Item 12.

## **Item 7 Types of Clients**

Eagle's clients include public funds, corporate clients, endowments and foundations, union plans, pension funds, high-net-worth individuals, and pooled investment vehicles (including a registered investment company) as described in Item 4. The majority of Separate Account Clients are introduced by consultants and advisers who have deemed Eagle's equity focus appropriate for their clients.

Generally, the minimum account size is \$2 million. Certain legacy client accounts have lower account sizes. Further, business considerations may, in certain cases, lead to exceptions to this policy.

## **Item 8 Methods of Analysis, Investment Strategies and Risk of Loss**

Philosophy. Our investment philosophy has not materially changed since the inception of the firm.

We believe that most successful equity investments are made when a longer-term perspective is taken. Many of Eagle's commitments are made with a five-to-seven year holding period in mind. Eagle sees its role as an accumulator of shares of businesses that offer above-average returns over that period, as opposed to focusing on short-term strategies. However, sharp short-term price fluctuations or other market events may dictate sales and purchases.

To achieve investment returns superior to broad equity market indices in both up and down markets, Eagle uses fundamental analysis: a bottom-up, research-driven approach to seek to find undervalued companies. By identifying change early, seeking to be ahead of the general market, we believe that we minimize risk and maximize the upside potential.

Although all of Eagle's investment professionals work closely together, our CIO Team is the senior investment leadership group at Eagle and responsible for all investment management decisions at Eagle. The CIO Team is led by Alec J. Henry, Managing Chief Investment Officer, and it also includes Adrian Meli, Co-Chief Investment Officer, and Ravenel B. Curry III, Chairman, Co-Chief Investment Officer & Founder. In addition, Alec Henry is primarily responsible for the day-to-day management of the Eagle ETF portfolio.

As noted above, we maintain a model portfolio for the Eagle Equity Strategy. We then seek to replicate that portfolio for each of our client accounts, but portfolio dispersion does occur. The reasons for dispersion among portfolios include, among other things, investment restrictions placed on a specific account, different initial funding dates, the effect of withdrawals and deposits, and with respect to the Eagle ETF, the exclusion of smaller or less liquid positions and the different timing of trades as compared to the Non-ETF Clients.

A stock is generally added to the Eagle Equity Strategy model portfolio when the investment team agrees that:

- the investment thesis is valid and compelling,
- the valuation is attractive, and
- on a relative basis, the opportunity is more attractive than others that the investment team is following.

Full positions are often scaled in over time, except in cases where we believe that the opportunity to purchase at value will be fleeting.

A stock is generally sold when it meets Eagle's investment criteria for doing so, which may include one or more of the following considerations:

- the thesis has played out;
- a new idea offers better relative risk/reward;
- the growth opportunities are not materializing;
- the position approaches our maximum investment guideline; and/or
- the price is appreciating at a faster pace than the stock's intrinsic value.

Positions are generally scaled out over time.

The investment objectives and investment program of the Fund and Eagle ETF are substantially similar to the investment objectives and investment program of the Eagle Equity Strategy. The Fund's investment objective is to generate investment returns superior to equity market indices in both up and down markets. The Eagle ETF, similarly, seeks to generate investment returns superior to U.S. equity markets. Both the Eagle ETF and the Fund seek to attain their investment objectives by utilizing a long only investment strategy and by investing primarily in the equity securities of undervalued companies that in Eagle's view will experience long-term secular change.

While the Eagle ETF has investment objectives and strategies substantially similar to the Eagle Equity Strategy, the Eagle ETF is at times more concentrated as it excludes some smaller and/or less liquid positions. While the portfolios of Non-ETF Clients will as a general matter more closely follow changes to the Eagle Equity Strategy model, trading for the Eagle ETF (each such trade a "Rebalancing") typically occurs less frequently. This less frequent Rebalancing for the Eagle ETF typically causes trades to be effected in the portfolios of Non-ETF Clients before they are effected for the Eagle ETF portfolio.

Eagle ETF or Fund investors should carefully review the investment objectives of those products, which are described in more detail in the registration statement and private placement memorandum, respectively.

Risk Management. Investing in securities involves risk of loss that clients and investors should be prepared to bear. Eagle considers risk to include the likelihood that events occur which lead to a permanent loss of client and investor capital.

A basic tenet of Eagle's risk management approach is: "risk is greatest when agreement is greatest." Eagle seeks to avoid higher expectation stocks where the perceived future opportunity has largely been discounted and seeks stocks where Eagle believes it has a differentiated view with the goal of allowing for significant upside over time while limiting the potential for permanent impairment.

Our primary focus is on "fundamental" risk versus "price" risk. We monitor our portfolio companies on an ongoing basis to maintain a high degree of confidence in their fundamental strength. Therefore, we are willing to be patient through periods of stock price volatility if we continue to maintain confidence in the fundamental characteristics and long-term investment opportunity of a particular company.

If we are disciplined in our stock selection and consistently adhere to our investment philosophy, we should be managing risk at the single stock level. Our valuation discipline and focus on sound, strong, competitive, and durable businesses with sound balance sheets provide the lion's share of what we consider to be our fundamental risk protection.

Risk Factors. The following list of risk factors cannot be and is not intended to be exhaustive. These risk factors include only those risks that we believe to be material and relate to our management, operations, investment strategy, methods of analysis, investments and to market conditions impacting our business generally. As Eagle manages a significant number of client accounts and pooled investment vehicles which have varying tax, structural, liquidity and investment considerations, not all of the risk factors are applicable to all client accounts or pooled investment vehicles. Nonetheless, all clients and investors should review the risk factors in this item.

## Risks Relating to Management

*Investment and Research Process.* Before making investments, we will conduct research that we deem reasonable and appropriate based on the facts and circumstances applicable to each investment. When conducting research, we may be required to evaluate important and complex business, financial, tax, accounting and legal issues. When conducting research and making an assessment regarding an investment, we will rely on the resources reasonably available to us, which in some circumstances, whether or not known to us at the time, may not be sufficient, accurate, complete or reliable. Research may not reveal or highlight matters that could have a material adverse effect on the value of a client portfolio.

*Retention and Motivation of Employees.* Our success is dependent upon the talents and efforts of highly skilled individuals we employ and our ability to identify and willingness to provide acceptable compensation to attract, retain and motivate talented investment professionals and other employees. There can be no assurance that our investment professionals will continue to be associated with us, and the failure to attract or retain such investment professionals could have a material adverse effect on a client portfolio. Competition in the financial services industry for qualified employees is intense and there is no guarantee that, if lost, the talents of our investment professionals could be replaced.

*Key Personnel Risk.* The effectiveness of our investment strategy is largely dependent upon the continued services of individuals, including the members of our CIO Team who make the final buy and sell decisions for the portfolio.

*Banking Relationships.* Some of our clients may hold cash and other assets in accounts with one or more banks, custodians or depository or credit institutions (collectively, “Banking Institutions”), which may include both U.S. and non-U.S. Banking Institutions from time to time. These clients may also enter into credit facilities and have other relationships with Banking Institutions. The distress, impairment or failure of, or lack of investor or customer confidence in, any such Banking Institution may limit the ability of each of the clients or Eagle to access, transfer or otherwise deal with assets, draw upon a credit facility or rely upon any such other relationships, in a timely manner or at all, and may result in other market volatility and disruption, including by affecting other Banking Institutions. All of the foregoing could have a negative impact on the clients. For example, in such a scenario, Eagle could be forced to delay or forgo an investment or a distribution on behalf of a client, including in connection with a withdrawal, or generate cash to fund such investment or distribution from other sources (including by disposing of other investments or making other borrowings) in a manner that it would not have otherwise considered desirable. Furthermore, in the event of the failure of a Banking Institution, access to a depository account with that institution could be restricted and U.S. Federal Deposit Insurance Corporation (“FDIC”) protection may not be available for balances in excess of amounts insured by the FDIC (and similar considerations may apply to Banking Institutions in other jurisdictions not subject to FDIC protection). In such a case, Eagle or the affected client may not recover all or a portion of such excess uninsured amounts and could instead have an unsecured or other type of impaired claim against the Banking Institution (alongside other unsecured or impaired creditors). We do not expect to be in a position to reliably identify in advance all potential solvency or stress concerns with respect to our clients’ banking relationships, and there can be no assurance that Eagle or any client will be able to easily establish alternative relationships with and transfer assets to other Banking Institutions in the event a Banking Institution comes under stress or fails.

*Conflicts of Interest.* Eagle manages multiple clients with substantially similar, if not identical, investment objectives. This overlap of investment programs between clients can result

in inherent conflicts of interest in the overall operations of each client, including, specifically in the allocation of investments. It is possible that one client can be favored over another. An investment professional's knowledge about the size, timing and possible market impact of trades by a client could be used to advantage other accounts. However, Eagle has established policies and procedures that seek to ensure that the purchase and sale of securities among all accounts managed by Eagle are fairly and equitably allocated, taking into account the relevant investment objectives, strategies, risk parameters, time horizons and other criteria, which may include, among other things, the relative sizes of the accounts and amounts of capital available for investment, relative exposure to market trends, available capacity, liquidity needs, the potential market impact associated with the timing of any such purchase or sale order, volatility and leverage considerations, diversification considerations and other market risk factors, contractual restrictions and guidelines, minimum and maximum investment sizes, tax and operational considerations, legal and regulatory factors, the potential need to rebalance positions held in an investment due to capital infusions or withdrawals and similar factors. As such, strategies and investment opportunities may not be implemented in the same manner, or at all, for clients, even if the strategy or investment opportunity is consistent with or substantially similar to the objectives and strategies of all such clients.

Eagle, its personnel, and/or their family members or relatives, may have ownership, employment or other economic or other interests in certain third-party service providers. These relationships can influence Eagle in determining whether to select or recommend such service providers to perform services. The fees for services provided by such service providers may or may not be at the same rate charged by other third-party service providers, and Eagle is not required to select service providers who may have lower rates or engage in any benchmarking of such fees or such services. Eagle will complete due diligence on such service providers on an as needed basis.

#### Risks Relating to Operations

*Systems and Operational Risks Generally.* On a daily basis, we rely on accounting, order management and other systems that are critical to our business activities. In addition, our activities will be dependent upon systems operated by third parties, including market counterparties and other service providers. We may not be in a position to verify the risks or reliability of such third-party systems. Failures in our systems or in systems employed by third parties on which we rely could result in mistakes made in the confirmation or settlement of transactions, or in transactions not being properly booked, evaluated or accounted for. Such failures may also result in the disruption of our business, which in turn, may lead to financial loss, liability to third parties, regulatory intervention or reputational damage. Any of the foregoing failures or disruptions could have a material adverse effect on a client portfolio.

*Cybersecurity Risk.* As part of our business, we process, store and transmit large amounts of electronic information, including information relating to client transactions and personally identifiable information of our clients and investors. Similarly, our service providers may process, store and transmit such information. Our information systems, facilities and business operations may be susceptible to compromise. While we have procedures and systems in place that we believe are reasonably designed to protect such information and prevent data loss and security breaches, such measures cannot provide absolute security. The techniques used to obtain unauthorized access to data, disable or degrade service, or sabotage systems change frequently and may be difficult to detect for long periods of time. Hardware or software acquired from third parties may contain defects in design or manufacture or other problems that could unexpectedly compromise information security. Network connected services provided by third parties to us may be susceptible to compromise, leading to a breach of our network. Our systems or facilities may be susceptible to employee error or malfeasance, government surveillance, or other security threats. Breach of our



information systems may cause information relating to clients, including client transactions and personally identifiable information of such clients, to be lost or improperly accessed, used or disclosed.

Our service providers face the same electronic information security threats. If a service provider fails to adopt or adhere to adequate data security policies, or in the event of a breach of its networks, information relating to clients, including client transactions and personally identifiable information of such clients, may be lost or improperly accessed, used or disclosed.

The loss or improper access, use or disclosure of our proprietary information may cause us to suffer, among other things, financial loss, the disruption of our business, liability to third parties, regulatory intervention or reputational damage. Any of the foregoing events could have a material adverse effect on a client portfolio.

*Legal and Regulatory Environment.* Changes in the regulation of investment advisers and their trading and investing activities may have a material adverse effect on our ability to pursue our investment strategy, impose additional costs on a client portfolio, and limit the anticipated return on certain investments.

*Account Volume.* Eagle manages over 2000 accounts under the Eagle Equity Strategy. The number and size of these accounts creates a degree of operational complexity when executing transactions on behalf of all accounts in a manner that is consistent with Eagle's fiduciary duty. Due to this complexity, accounts may be subject to the following considerations:

*Model Portfolio.* As a general matter, we seek to bring newly funded client accounts into conformance with the model portfolio as soon as possible; however when the model portfolio is updated, existing client accounts may not be brought into conformance with the updated model portfolio, either immediately or at any point in the future. As such, client portfolios may own securities in differing proportions to the proportion that appears in the model portfolio and, with respect to model portfolio updates, client portfolios may hold securities that no longer appear (but historically have appeared) in the model portfolio.

*Order Implementation.* Given the size of Eagle's assets under management, the purchases and sales of securities that it makes may have, directly or indirectly, an impact upon the prices of securities that it trades. As such, trades by Eagle on behalf of one client may affect the purchase and sale prices realized in trading by Eagle on behalf of other clients. Eagle may decide to speed-up or slow-down the implementation of an order depending upon a variety of factors, including its sensitivity to price related to the volume of its own trading. Eagle is price sensitive as it relates to buying or selling securities for clients. Still, even with such price sensitivity, Eagle may, on behalf of clients, purchase or sell a security at differing times or at differing prices. Eagle may not be similarly sensitive in the case of newly funded client accounts or client directed withdrawals, and may execute transactions to purchase or sell securities at prices above or below then prevailing levels of price sensitivity when entering a position for newly funded client accounts or in the case of satisfying a client directed withdrawal.

*Tax Considerations:* Even if clients have similar investment objectives, programs or strategies, Eagle may (and often does) take action, at times at the request of clients, with respect to investments held by certain clients that differs from the timing or nature of any action for other clients, because Eagle takes into account those clients' tax treatment as part of its portfolio management process. As a result, clients with similar investment strategies

may have differing portfolios and investment returns. Additionally, in times of increased trading, significant capital gains or capital losses may be realized in client accounts.

*Counterparty Risk.* Eagle may establish relationships on behalf of its clients to obtain financing, derivative intermediation and prime brokerage services that permit clients to trade in any variety of markets or asset classes over time. However, there can be no assurance that Eagle, on behalf of its clients, will be able to establish or maintain such relationships. An inability to establish or maintain such relationships could limit the clients' trading activities, create losses, preclude clients from engaging in certain transactions or prevent clients from trading at optimal rates and terms. Moreover, a disruption in the financing, derivative intermediation and prime brokerage services provided by any such relationships could have a significant impact on clients' business due to their reliance on such counterparties.

Eagle, on behalf of its clients, may effect transactions in the "over-the-counter" ("OTC") derivatives markets. The stability and liquidity of OTC derivatives transactions depends in large part on the creditworthiness of the parties to the transactions. In the OTC markets, clients enter into a contract directly with dealer counterparties which may expose clients to the risk that a counterparty will not settle a transaction in accordance with its terms because of a solvency or liquidity problem with the counterparty. Delays in settlement may also result from disputes over the terms of the contract (whether or not bona fide). In addition, clients may have a concentrated risk in a particular counterparty, which may mean that if such counterparty were to become insolvent or have a liquidity problem, losses would be greater than if clients had entered into contracts with multiple counterparties.

If there is a default by a counterparty, a client under most normal circumstances will have contractual remedies pursuant to the agreements related to the transaction. However, exercising such contractual rights may involve delays or costs which could result in the net asset value of the client being less than if the client had not entered into the transaction. Furthermore, there is a risk that any of such counterparties could become insolvent and/or the subject of insolvency proceedings. In such case, the recovery of such client's securities from such counterparty or the payment of claims therefor may be significantly delayed and such client may recover substantially less than the full value of the securities entrusted to such counterparty.

Collateral that a client posts to its counterparties that is not segregated with a third party custodian may not have the benefit of customer-protected "segregation" of such funds. In the event that a counterparty were to become insolvent, clients may become subject to the risk that it may not receive the return of its collateral or that the collateral may take some time to return.

In addition, Eagle, on behalf of its clients, may use counterparties located in jurisdictions outside the United States. Such local counterparties usually are subject to laws and regulations in non-U.S. jurisdictions that are designed to protect customers in the event of their insolvency. However, the practical effect of these laws and their application to clients' assets are subject to substantial limitations and uncertainties. Because of the range of possible factual scenarios involving the insolvency of a counterparty and the potentially large number of entities and jurisdictions that may be involved, it is impossible to generalize about the effect of such an insolvency on clients and their assets. It should be assumed that the insolvency of any such counterparty would result in significant delays in recovering a client's securities from or the payment of claims therefor by such counterparty and a loss to such client, which could be material.

#### Risks Relating to Investment Strategy and Specific Investments

*General Investment Risks.* An investment made by any client involves a high degree of risk, including the risk that the entire amount invested may be lost. No guarantee or representation is made that a client's investment will be successful. Clients must be prepared to bear the loss of their entire investment.

*Long-Term.* The success of a client's long-term investment strategy depends upon Eagle's ability to identify and purchase securities that are undervalued and hold such investments so as to maximize value on a long-term basis. In pursuing any long-term strategy, Eagle, on behalf of its clients, may forego value in the short-term or temporary investments in order to be able to avail clients of additional and/or longer-term opportunities in the future. Consequently, clients may not capture maximum available value in the short-term.

*Short-Term Market Considerations.* Eagle's trading decisions may be made on the basis of short-term market considerations, and the portfolio turnover rate could result in significant trading related expenses.

#### *Leverage and Borrowing*

*Borrowing for Cash Management Purposes.* Eagle, on behalf of its clients, may have the authority to borrow for cash management purposes, such as to satisfy withdrawal requests. The rates at and terms on which a client can borrow will affect the operating results of such client.

*Costs.* Borrowings for cash management purposes will be subject to interest, transaction and other costs. Any such costs may or may not be recovered by the return on a client's portfolio.

*Lending of Portfolio Securities.* Eagle, on behalf of its clients, may lend securities on a collateralized and an uncollateralized basis from its portfolio to creditworthy securities firms and financial institutions. While a securities loan is outstanding, clients will continue to receive the equivalent of the interest or dividends paid by the issuer on the securities, as well as interest on the investment of the collateral or a fee from the borrower. The risks in lending securities, as with other extensions of secured credit, if any, consist of possible delay in receiving additional collateral, if any, or in recovery of the securities or possible loss of rights in the collateral, if any, should the borrower fail financially.

*Diversification and Concentration.* Eagle, on behalf of its clients, may select investments that are concentrated in a limited number or types of securities. In addition, a client's portfolio may become significantly concentrated in securities related to a single or a limited number of issuers, industries, sectors, strategies, countries or geographic regions. This limited diversification may result in the concentration of risk, which, in turn, could expose such client to losses disproportionate to market movements in general if there are disproportionately greater adverse price movements in such securities.

*Lack of Control.* Eagle, on behalf of its clients, may invest in equity securities of companies that it does not control, which clients may acquire through market transactions or through purchases of securities directly from the issuer or other shareholders. Such securities will be subject to the risk that the issuer may make business, financial or management decisions with which clients do not agree or that the majority stakeholders or the management of the issuer may take risks or otherwise act in a manner that does not serve clients' interests. In addition, clients may share control over certain investments with other client accounts, which may make it more difficult for a client to implement its

investment approach or exit the investment when it otherwise would. The occurrence of any of the foregoing could have a material adverse effect on the client.

*Hedging Transactions.* Eagle, on behalf of a client, may utilize securities for risk management purposes in order to: (i) protect against possible changes in the market value of such client's investment portfolio resulting from fluctuations in the markets and changes in interest rates; (ii) protect such client's unrealized gains in the value of its investment portfolio; (iii) facilitate the sale of any securities; (iv) enhance or preserve returns, spreads or gains on any security in such client's portfolio; (v) hedge against a directional trade; (vi) hedge the interest rate, credit or currency exchange rate on any of the client's securities; (vii) protect against any increase in the price of any securities such client anticipates purchasing at a later date; or (viii) act for any other reason that Eagle deems appropriate. A client will not be required to hedge any particular risk in connection with a particular transaction or its portfolio generally. Eagle may be unable to anticipate the occurrence of a particular risk and, therefore, may be unable to attempt to hedge against it. While Eagle, on behalf of a client, may enter into hedging transactions to seek to reduce risk, such transactions may result in a poorer overall performance for such client than if it had not engaged in any such hedging transaction. Moreover, the portfolio will always be exposed to certain risks that cannot be hedged.

*Undervalued Securities.* The task of identifying, evaluating and purchasing securities that are undervalued is difficult. While investments in undervalued securities offer the opportunity for above-average capital appreciation, these investments involve a high degree of financial risk and can result in substantial losses. Investing in undervalued securities presents the risk that the market does not recognize what we believe to be the true value of the security, and such securities fail to appreciate in value, or decline in value.

*Volatility.* A client portfolio may include relatively volatile securities and/or be impacted by periods of market volatility. Prolonged volatility or changes in the volatility of such securities and/or markets can adversely affect the value of a client portfolio.

*Accuracy of Public Information Risk.* We select investments, in part, on the basis of information and data filed by issuers with various government regulators or made publicly available by the issuers. Although we evaluate this information and data, we are not in a position to confirm the completeness, genuineness or accuracy of such information and data, and in some cases, complete and accurate information may not be available.

*Material, Nonpublic Information.* From time to time, we may come into possession of material, nonpublic information with respect to an issuer of publicly traded securities. In such circumstances, clients may be prohibited, by law, policy or contract, for a period of time from (i) unwinding a position in such issuer, (ii) establishing an initial position or taking any greater position in such issuer, and (iii) pursuing other investment opportunities related to such issuer.

*Equity Securities Generally.* The value of equity securities of public and private, listed companies and equity derivatives generally varies with the performance of the issuer and movements in the equity markets. As a result, clients may suffer losses if they invest in equity instruments of issuers whose performance diverges from Eagle's expectations or if equity markets generally move in a single direction and clients have not hedged against such a general move. Clients also may be exposed to risks that issuers will not fulfill contractual obligations such as, in the case of convertible securities or private placements, delivering marketable common stock upon conversions of convertible securities and registering restricted securities for public resale.

*American Depositary Receipts and Global Depositary Receipts.* American Depositary Receipts (“ADRs”) are receipts issued by a U.S. bank or trust company evidencing ownership of underlying securities issued by non-U.S. issuers. ADRs may be listed on a national securities exchange or may be traded in the over-the-counter market. Global Depositary Receipts (“GDRs”) are receipts issued by either a U.S. or non-U.S. banking institution representing ownership in a non-U.S. company’s publicly traded securities that are traded on non-U.S. stock exchanges or non-U.S. over-the-counter markets. Holders of unsponsored ADRs or GDRs generally bear all the costs of such facilities. The depository of an unsponsored facility frequently is under no obligation to distribute investor communications received from the issuer of the deposited security or to pass through voting rights to the holders of depositary receipts in respect of the deposited securities. Investments in ADRs and GDRs pose, to the extent not hedged, currency exchange risks (including blockage, devaluation and non-exchangeability), as well as a range of other potential risks relating to the underlying shares, which could include expropriation, confiscatory taxation, imposition of withholding or other taxes on dividends, interest, capital gains, other income or gross sale or disposition proceeds, political or social instability or diplomatic developments that could affect investments in those countries, illiquidity, price volatility and market manipulation. In addition, less information may be available regarding the underlying shares of ADRs and GDRs, and non-U.S. companies may not be subject to accounting, auditing and financial reporting standards and requirements comparable to, or as uniform as, those of U.S. companies. Such risks may have a material adverse effect on the performance of such investments and could result in substantial losses.

*Currencies.* A principal risk in trading currencies is the rapid fluctuation in the market prices of currency contracts. Prices of currency contracts traded by Eagle’s clients are affected generally by relative interest rates, which in turn are influenced by a wide variety of complex and difficult to predict factors such as money supply and demand, balance of payments, inflation levels, fiscal policy, and political and economic events. In addition, governments from time to time intervene, directly and by regulation, in these markets, with the specific effect, or intention, of influencing prices which may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations.

*Derivative Instruments.* Certain swaps, options and other derivative instruments may be subject to various types of risks, including market risk, liquidity risk, credit risk, legal risk and operations risk. The regulatory and tax environment for derivative instruments in which clients may participate is evolving, and changes in the regulation or taxation of such instruments may have a material adverse effect on clients.

*Regulation in the Derivatives Industry.* There are many rules related to derivatives that may negatively impact clients, such as requirements related to recordkeeping, reporting, portfolio reconciliation, central clearing, minimum margin for uncleared OTC instruments and mandatory trading on electronic facilities, and other transaction-level obligations. Parties that act as dealers in swaps are also subject to extensive business conduct standards, additional “know your counterparty” obligations, documentation standards and capital requirements. All of these requirements add costs to the legal, operational and compliance obligations of Eagle and its clients, and increase the amount of time that Eagle spends on non-investment-related activities. Requirements such as these also raise the costs of entering into derivative transactions, and these increased costs may be passed on to clients.

These rules are operationally and technologically burdensome for Eagle and its clients. These compliance obligations require employee training and use of technology, and there are

operational risks borne by clients in implementing procedures to comply with many of these additional obligations.

These regulations may also result in forgoing the use of certain trading counterparties (such as broker-dealers and futures commission merchants (“FCMs”)), as the use of other parties may be more efficient for clients from a regulatory perspective. However, this could limit the clients’ trading activities, create losses, preclude clients from engaging in certain transactions or prevent clients from trading at optimal rates and terms. Many of these requirements were implemented under legislation intended to reform the U.S. financial regulatory system, the EU Regulation on OTC Derivatives, Central Counterparties and Trade Repositories (known as the European Market Infrastructure Regulation, or “EMIR”) and similar regulations globally. In the United States, the regulatory responsibility for derivatives is divided between the SEC and the CFTC, a distinction that does not exist in any other jurisdiction. The SEC has regulatory authority over “security-based swaps” and the CFTC has regulatory authority over “swaps”. EMIR is being implemented in phases through the adoption of delegated acts by the European Commission. As a result of the SEC and CFTC bifurcation and the different pace at which the SEC, the CFTC, the European Commission and other international regulators have promulgated necessary regulations, different transactions are subject to different levels of regulation. Though many rules and regulations have been finalized, there are others, particularly SEC regulations with respect to security-based swaps, that are still in the proposal stage or are expected to be introduced in the future.

The following describes derivatives regulations that may have the most significant impact on clients:

*Reporting.* Most swap transactions have become subject to anonymous “real time reporting” requirements, meaning that information relating to transactions entered into by clients will become visible to the market in ways that may impair clients’ ability to enter into additional transactions at comparable prices or could enable competitors to “front run” or replicate clients’ strategies.

*Central Clearing.* In order to mitigate counterparty risk and systemic risk in general, various U.S. and international regulatory initiatives, including EMIR, are underway to require certain derivatives to be cleared through central clearinghouses. In the United States, clearing mandates affect certain interest rate and credit default swaps. The CFTC and the SEC may introduce clearing requirements for additional classes of derivatives in the future. EMIR also requires OTC derivatives contracts meeting specific criteria to be cleared through central counterparties.

While such clearing requirements may be beneficial for clients in many respects (for instance, they may reduce the counterparty risk to the dealers to which clients would be exposed under non-cleared derivatives), clients could be exposed to new risks, such as the risk that an increasing percentage of derivatives will be required to be standardized and/or cleared through central clearinghouses, and, as a result, clients may not be able to hedge risks or express an investment view as well as it would have been able to had it used customizable derivatives available in the over-the-counter markets. Clients may have to split their derivatives portfolio between centrally cleared and over-the-counter derivatives, which may result in operational inefficiencies and an inability to offset risk between centrally cleared and over-the counter positions, and which could lead to increased costs.

Another risk is that clients may be subject to more onerous and more frequent (daily or even intraday) margin calls from both the relevant FCM and the clearinghouse. Virtually all margin models utilized by the clearinghouses are dynamic, meaning that unlike traditional bilateral swap contracts where the amount of initial margin posted on the contract is typically static throughout the life of the contract, the amount of the initial margin that is required to be posted in respect of a cleared contract will fluctuate, sometimes significantly, throughout the life of the contract. The dynamic nature of the

margin models utilized by the clearinghouses and the fact that the margin models might be changed at any time may subject clients to an unexpected increase in collateral obligations by clearinghouses during a volatile market environment, which could have a detrimental effect on the clients. Clearinghouses also limit collateral that they will accept to cash, U.S. treasuries and, in some cases, other highly rated sovereign and private debt instruments, which may require Eagle, on behalf of its clients, to borrow eligible securities from a dealer to meet margin calls and raise the costs of cleared trades to clients. In addition, clearinghouses may not allow clients to portfolio-margin their positions, which may increase clients' costs.

Although standardized clearing for derivatives is intended to reduce counterparty risk (for instance, it may reduce the counterparty risk to the dealers to which the clients would have been exposed under OTC derivatives), it does not eliminate risk. Derivatives clearing may also lead to concentration of counterparty risk, namely in the clearinghouse and the relevant FCM, subjecting clients to the risk that the assets of the FCM are insufficient to satisfy all of the FCM's payment obligations, leading to a payment default. The failure of a clearinghouse or FCM could have a significant impact on the financial system. Even if a clearinghouse does not fail, large losses could force significant capital calls on FCMs during a financial crisis, which could lead FCMs to default and thus worsen the crisis.

*Swap Execution Facilities.* In addition to the central clearing requirement, certain swap transactions are required to trade on regulated electronic platforms such as swap execution facilities ("SEFs"), which require a client to subject itself to regulation by these venues and subject a client to the jurisdiction of the CFTC.

The EU regulatory framework governing derivatives is set not only by EMIR but also MiFID II. Among other things, MiFID II requires transactions in derivatives to be executed on regulated trading venues. The SEC has yet to finalize rules related to security-based swap execution facilities.

It is not clear whether these trading venues will benefit or impede liquidity, or how they will fare in times of market stress. Trading on these trading venues may increase the pricing discrepancy between assets and their hedges as products may not be able to be executed simultaneously, therefore increasing basis risk. It may also become relatively expensive for clients to obtain tailored swap products to hedge particular risks in its portfolio due to higher collateral requirements on bilateral transactions as a result of these regulations.

*Margin Requirements for Non-Cleared Swaps.* Rules issued by U.S., EU and other regulators globally (the "Margin Rules") impose various margin requirements on all swaps that are not centrally cleared, including the establishment of minimum amounts of initial margin that must be posted, and, in some cases, the mandatory segregation of initial margin with a third-party custodian. Although the Margin Rules are intended to increase the stability of the derivatives market, the overall amount of margin that clients will be required to post to swap counterparties may increase by a material amount, and as a result clients may not be able to deploy capital as effectively. Additionally, to the extent clients are required to segregate initial margin with a third party custodian, additional costs will be incurred by such clients.

*Index Futures.* The price of index futures contracts may not correlate perfectly with the movement in the underlying index because of certain market distortions. First, all participants in the futures market are subject to margin deposit and maintenance requirements. Rather than meeting additional margin deposit requirements, participants may close futures contracts through offsetting transactions that would distort the normal relationship between the index and futures markets. Second, from the point of view of speculators, the deposit requirements in the futures market are less onerous than margin requirements in the securities market. Therefore, increased participation by speculators in

the futures market also may cause price distortions. Successful use of index futures contracts by client also is subject to Eagle's ability to correctly predict movements in the direction of the market.

*Futures Contracts.* The value of futures contracts depends upon the price of the instruments or other commodities underlying them. The prices of futures contracts are highly volatile, and price movements of futures contracts can be influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, as well as national and international political and economic events and policies. In addition, investments in futures contracts are also subject to the risk of the failure of any of the exchanges on which clients' positions trade or of its clearinghouses or counterparties. Futures positions may be illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits". Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a particular futures contract has increased or decreased by an amount equal to the daily limit, positions in that contract can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. This could prevent Eagle, on behalf of its clients, from promptly liquidating unfavorable positions and subject clients to substantial losses or prevent them from entering into desired trades. Also, low margin or premiums normally required in such trading may provide a large amount of leverage, and a relatively small change in the price of a security or contract can produce a disproportionately larger profit or loss. In extraordinary circumstances, a futures exchange or the CFTC could suspend trading in a particular futures contract, or order liquidation or settlement of all open positions in such contract.

*Non-U.S. Futures Transactions.* Foreign futures transactions involve executing and clearing trades on a foreign exchange. This is the case even if the foreign exchange is formally "linked" to a domestic exchange, whereby a trade executed on one exchange liquidates or establishes a position on the other exchange. No domestic organization regulates the activities of a foreign exchange, including the execution, delivery, and clearing of transactions on such an exchange, and no domestic regulator has the power to compel enforcement of the rules of the foreign exchange or the laws of the foreign country. Moreover, such laws or regulations will vary depending on the foreign country in which the transaction occurs. For these reasons, clients may not be afforded certain of the protections which apply to domestic transactions, including the right to use domestic alternative dispute resolution procedures. In particular, funds received from customers to margin foreign futures transactions may not be provided the same protections as funds received to margin futures transactions on domestic exchanges. In addition, the price of any foreign futures or option contract and, therefore, the potential profit and loss resulting therefrom, may be affected by any fluctuation in the foreign exchange rate between the time the order is placed and the time the foreign futures contract is liquidated or the time the foreign option contract is liquidated or exercised.

*Short Selling.* Eagle may engage in short selling in an effort to hedge positions in the clients' investment portfolios. Short selling involves selling securities that are not owned and borrowing the same securities for delivery to the purchaser with an obligation to replace the borrowed securities at a later date. Short selling allows the investor to profit from declines in the prices of securities. A short sale creates the risk of unlimited loss, in that the price of the underlying security could theoretically rise without limit, thus increasing the cost to clients of buying those securities to cover the short position. There can be no assurance that the security necessary to cover a short position will be available for purchase. Purchasing securities to close out the short position can itself cause the price of the securities to rise further in the event of a lack of supply, thereby exacerbating the loss. For instance, a so-called "short squeeze" can occur if multiple short sellers seek to cover their short positions by purchasing the security and the price of a security starts to rise rapidly. If enough short sellers buy back the security, the price is pushed even higher, thereby making it more expensive for other short sellers



to cover their short positions. Certain market participants, such as retail investors, may speculate by purchasing securities subject to a short squeeze, thereby driving the price even higher. If such speculation is conducted in a coordinated or targeted manner, for example through social media platforms, the losses to clients could be material. Moreover, any regulatory response to such activity could also have a negative impact on clients. For instance, certain jurisdictions have enacted restrictions on short selling (including wholesale bans, at times) as well as public disclosure requirements. If additional short selling restrictions and disclosure requirements are enacted, the prices of the instruments in which clients invest may be materially affected and the ability of Eagle to take advantage of opportunities for short selling may be significantly reduced.

*Forward Contracts.* Eagle, on behalf of its clients, may enter into forward contracts and options thereon, including non-deliverable forwards. The principals who deal in the forward contract market are not required to continue to make markets in such contracts. There have been periods during which certain participants in forward markets have refused to quote prices for forward contracts or have quoted prices with an unusually wide spread between the price at which they were prepared to buy and that at which they were prepared to sell. The imposition of credit controls or price risk limitations by governmental authorities may limit such forward trading to less than that which Eagle would otherwise recommend, to the possible detriment of clients. In its forward trading, clients will be subject to the risk of the failure of, or the inability or refusal to perform with respect to its forward contracts by, the principals with which clients trade. Client assets on deposit with such principals will also generally not be protected by the same segregation requirements imposed on certain regulated brokers in respect of customer funds on deposit with them. Eagle may order trades for clients in such markets through agents. Accordingly, the insolvency or bankruptcy of such parties could also subject clients to the risk of loss.

*Failure to Enter into Offsetting Trade.* To the extent Eagle, on behalf of a client, invests in a futures contract or long option, unless an offsetting trade is made, the client would be required to take physical delivery of the commodity underlying the future or option. To the extent Eagle fails to enter into such offsetting trade prior to the expiration of the contract, the client may suffer a loss since neither the client nor Eagle has the operational capacity to accept physical delivery of commodities.

*Exchange-Traded Funds.* Exchange-traded funds (“ETFs”) are publicly traded unit investment trusts, open-end funds or depository receipts that seek to track the performance and dividend yield of specific indexes or companies in related industries. These indexes may be either broad-based, sector, or international. However, ETF shareholders are generally subject to the same risk as holders of the underlying securities they are designed to track. ETFs are also subject to certain additional risks, including the risk that their prices may not correlate perfectly with changes in the prices of the underlying securities they are designed to track, and the risk of trading in an ETF halting due to market conditions or other reasons, based on the policies of the exchange upon which the ETF trades. Generally, each shareholder of an ETF bears a pro rata portion of the ETF’s expenses, including management fees. Accordingly, in addition to bearing their other expenses (e.g., management fees and operating expenses), clients may also indirectly bear similar expenses of an ETF.

*Non-U.S. Exchanges.* Eagle, on behalf of its clients, may trade on exchanges or markets located outside the U.S. Trading on such exchanges or markets is not regulated by the SEC and the CFTC (or other U.S. regulators) and may, therefore, be subject to more risks than trading on U.S. exchanges, such as the risks of exchange controls, expropriation, burdensome taxation, moratoria and political or diplomatic events. Risks in investments in non-U.S. Securities may also include reduced

and less reliable information about issuers and markets, less stringent accounting standards, illiquidity of securities and markets, higher brokerage commissions and custody fees.

*Non-U.S. Investments.* Investing in the securities of companies (and, from time to time, governments) outside of the United States involves certain considerations not usually associated with investing in Securities of U.S. companies or the U.S. government, including political and economic considerations, such as greater risks of expropriation, nationalization, confiscatory taxation, imposition of withholding or other taxes on interest, dividends, capital gains, other income or gross sale or disposition proceeds, limitations on the removal of assets and general social, political and economic instability; the relatively small size of the securities markets in such countries and the low volume of trading, resulting in potential lack of liquidity and in price volatility; the evolving and unsophisticated laws and regulations applicable to the securities and financial services industries of certain countries; fluctuations in the rate of exchange between currencies and costs associated with currency conversion; and certain government policies that may restrict clients' investment opportunities. In addition, accounting and financial reporting standards that prevail outside of the U.S. generally are not as high as U.S. standards and, consequently, less information is typically available concerning companies located outside of the U.S. than for those located in the U.S. As a result, clients may be unable to structure transactions to achieve the intended results or to mitigate all risks associated with such markets. It may also be difficult to enforce clients' rights in such markets. For example, securities traded on non-U.S. exchanges and the non-U.S. persons that trade these instruments are not subject to the jurisdiction of the SEC or the CFTC (or other U.S. regulators) or the securities and commodities laws and regulations of the U.S. Accordingly, the protections accorded to clients under such laws and regulations are unavailable for transactions on non-U.S. exchanges and with non-U.S. counterparties.

#### Risks Relating to Methods of Analysis

*Fundamental Analysis.* Our trading decisions may be based on fundamental analysis. Data on which fundamental analysis relies may be inaccurate or may be generally available to other market participants. To the extent that any such data is inaccurate or that other market participants have developed, based on such data, trading strategies similar to our trading strategy, we may not be able to achieve our anticipated expected returns. In addition, fundamental market information is subject to interpretation. To the extent that we misinterpret the meaning of certain data, a client portfolio may incur losses.

*Artificial Intelligence and Machine Learning Risks.* The emergence of recent technology developments in generative artificial intelligence such as ChatGPT and similar large language models and chatbots (collectively, "Generative AI") can pose risks to Eagle and the investments it makes on behalf of its clients. We may begin to use Generative AI in various processes, including potentially in connection with our investment research process. We may further be exposed to the risks of Generative AI through third parties (including service providers or counterparties) that use Generative AI, and we may not always be aware of such use and cannot necessarily control the manner in which products created and/or utilized by third parties are developed or maintained. Furthermore, due to the rapidly evolving nature of Generative AI and its widespread potential uses, we expect that our policies and procedures will continue to evolve in response to any unique challenges.

Generative AI is often highly reliant on the collection and analysis of large amounts of data, and in many instances it may not be possible or practicable to incorporate all potentially relevant data into the data set that Generative AI utilizes or to evaluate the source and the reliability of the data being analyzed. Further, the outputs of Generative AI may be inaccurate or unreliable and are also susceptible to errors in such outputs' subsequent analysis. Additionally, the use of Generative AI may involve (i) cybersecurity risks (including the increased likelihood that Eagle, or its clients or the underlying issuers

in which they are invested, become a victim of cybercrime), (ii) threats to proprietary and confidential information, (iii) intellectual property violations, (iv) access to, or disclosure of, personal information in violation of applicable data protection laws and (v) other risks that are not currently foreseen. Such inaccuracies, errors, risks, threats and/or violations could have adverse impacts on Eagle and its client's investments. Generative AI continues to develop rapidly, making it difficult to predict the future risks that may arise from such developments.

### Risks Relating to Market Conditions Generally

*General Economic and Market Conditions.* The success of our investment activities will be affected by general economic and market conditions, such as interest rates, availability of credit, credit defaults, inflation rates, economic uncertainty, changes in laws (including laws relating to taxation of clients' investments), trade barriers, currency exchange controls, and national and international political circumstances (including wars, terrorist acts or security operations). These conditions may impact the prices of the securities in which we invest, as well as the volatility of such securities.

*Catastrophe Risks.* Clients may be subject to the risk of loss arising from direct or indirect exposure to various catastrophic events, including the following: hurricanes, earthquakes and other natural disasters (which may be caused, or enhanced in frequency and severity, by climate change factors); war, terrorism and other armed conflicts; cyberterrorism; major or prolonged power outages or network interruptions; and public health crises, including infectious disease outbreaks, epidemics and pandemics. To the extent that any such event occurs and has a material effect on global financial markets or specific markets or issuers in which clients invest (or has a material negative impact on the operations of Eagle or its service providers), the risks of loss can be substantial and could have a material adverse effect on client investments therein. Furthermore, any such event may also adversely impact the financial condition of one or more Fund investors, which could result in substantial withdrawal requests by such investors as a result of their individual liquidity situations and irrespective of Fund performance.

*Climate Change-Related Risks.* The environmental effects of climate change, including rising temperatures, extreme weather, fires, flooding, erratic weather fluctuations, agricultural failures and displacement and destabilization of human populations, could have materially adverse effects on the securities held by the clients. Eagle believes that such risks may increase over time, although the time period over which these consequences might unfold is difficult to predict.

In addition to the physical, economic and geo-political risks associated with climate change, there are transition risks. The willingness of certain governments, industries and businesses, especially those that profit from, or have a reliance on, fossil fuels, to adapt to climate change or transition to sustainable practices may also adversely affect the securities.

Regulatory changes and divestment movements tied to concerns about climate change could adversely affect the value of certain industries whose activities or products are seen as accelerating climate change, or ill-positioned in light of the economic and social demands imposed by climate change. In recent years, certain investors have incorporated the business risks of climate change and the adequacy of companies' responses to climate change as part of their investment theses. These shifts in investing priorities may result in adverse effects on the trading price of securities if investors determine that the company has not made sufficient progress on climate change and environmental sustainability matters whether or not climate change proves to be as severe as predicted or preventable.

The values of securities whose performance is linked to assets and revenue streams that are exposed to climate change risk, may readily be affected by both long-term, systemic effects of climate change, as well as severe environmental events whose occurrence is inherently unpredictable.

*Public Health Risks.* A public health crisis, including but not limited to COVID-19, may materially adversely impact the global economy and may cause or contribute to significant volatility or other adverse events in the financial market. Therefore, clients' investments could be materially adversely affected by the widespread outbreak of infectious disease or other public health crises with the impact dependent upon containment or other remedial measures undertaken or imposed by government and private actors. The short-term and long-term impact of COVID-19 or other public health crises, as applicable, on our operations and the performance of clients, across sectors, industries and geographies is difficult to predict.

*Governmental Interventions.* Extreme volatility and illiquidity in markets has in the past led to, and may in the future lead to, extensive governmental interventions in equity, credit and currency markets. Generally, such interventions are intended to reduce volatility and precipitous drops in value. In certain cases, governments have intervened on an "emergency" basis, suddenly and substantially eliminating market participants' ability to continue to implement certain strategies or manage the risk of their outstanding positions. In addition, these interventions have typically been unclear in scope and application, resulting in uncertainty. It is impossible to predict when these restrictions will be imposed, what the interim or permanent restrictions will be and/or the effect of such restrictions on our investment strategy.

*Competition; Availability of Investments.* Certain markets in which Eagle, on behalf of its clients, may invest are extremely competitive for attractive investment opportunities. As a result, there can be no assurance that Eagle will be able to identify or successfully pursue attractive investment opportunities in such environments.

*Litigation Risk.* Some of the tactics that Eagle may use involve litigation. A client could be a party to lawsuits either initiated by it, or by a company in which clients invest, other shareholders of such company, or U.S. federal, state and non-U.S. governmental bodies. There can be no assurance that any such litigation, once begun, would be resolved in favor of a client.

*Currency Exchange Exposure.* Eagle, on behalf of its clients, may invest in securities denominated in currencies other than the U.S. dollar. Clients, however, value their securities in U.S. dollars. Clients may or may not seek to hedge their non-U.S. currency exposure by entering into currency hedging transactions. There can be no guarantee that securities suitable for hedging currency or market shifts will be available at the time when clients wish to use them, or that hedging techniques employed by Eagle, on behalf of clients, will be effective. Furthermore, certain currency market risks may not be fully hedged or hedged at all. To the extent unhedged, the value of clients' positions denominated in currencies other than the U.S. dollar will fluctuate with U.S. dollar exchange rates as well as with the price changes of the investments in the various local markets and currencies.

*Potential Interest Rate Increases.* Uncertainty of the U.S. and global economy, and sensitivity of interest rates to changes in U.S. government and other nations' monetary and fiscal policies, including changes in the federal funds rate, create a risk that interest rates will be volatile in the future. Interest rate volatility is difficult to predict, and may cause the value of any assets sensitive to interest rates, including fixed income instruments, held by clients to decrease, which may result in substantial

client withdrawals that, in turn, force the liquidation of such instruments at disadvantageous prices negatively impacting the performance of client accounts.

*Discontinuation of LIBOR.* The London Interbank Offered Rate (“LIBOR”) for U.S. Dollars, which is commonly used as a reference rate within various financial contracts (any such rate, a “Reference Rate”), ceased publication after June 30, 2023 (the one-week and two-month tenors of U.S. Dollar LIBOR ceased to be published after December 31, 2021). The Alternative Reference Rates Committee (the “ARRC”) convened by the Board of Governors of the U.S. Federal Reserve Board and the Federal Reserve Bank of New York (“FRB”) recommended certain SOFR term rates as the replacement (in commercial loan agreements) for U.S. Dollar LIBOR. The ARRC’s recommendations are consistent with replacements proposed under the Adjustable Interest Rate (LIBOR) Act (the “LIBOR Act”), which became effective in March 2022, and the final rule implementing the LIBOR Act adopted by the FRB, which became effective in February 2023. The FRB also recommended certain SOFR-based replacements for derivative transactions. The Secured Overnight Financing Rate (“SOFR”) is a secured, risk-free rate, where LIBOR was an unsecured rate reflecting counterparty risk, and certain of the recommended replacement rates proposed by the ARRC and under the LIBOR Act included a credit spread adjustment to address this difference. However, in new issue transactions (i.e., transactions not transitioning from London interbank offered rates) a market practice developed to absorb the credit spread adjustment as part of the pricing spread over the applicable benchmark rate, as opposed to indicating a credit spread adjustment as a separate item (for example, as an adjustment to a SOFR-based benchmark rate) within the applicable benchmark rate. Eagle’s clients, including the Fund and the Eagle ETF, may be a party to SOFR-based contracts, or contracts utilizing different Reference Rates. Considered in their entirety, the impacts of the discontinuation of U.S. Dollar LIBOR on financial markets generally and on the specific financial contracts to which the clients will be a party may adversely affect the performance of such clients.

*Rise of High-Frequency Trading.* In recent years, high frequency trading has increased, which has raised questions about the impact high frequency trading has on financial markets generally. Though the increase in high frequency trading has been correlated with increased market liquidity, this purported liquidity may be illusory and high frequency trading may be the cause of reductions in true liquidity and certain instances of extreme volatility. Opponents of high frequency trading argue that it exploits the work of active traders, has reduced the number of active traders and has resulted in increased execution costs. The effects of high frequency trading on specific trades or markets generally may adversely affect Eagle’s ability to effect its trading strategy on behalf of its clients.

*MiFID II.* The package of European Union market infrastructure reforms known as “MiFID II” increases regulation of trading platforms and firms providing investment services in the European Union. Among its many market infrastructure reforms, MiFID II brought in: (i) significant changes to pre- and post-trade transparency obligations applicable to financial instruments admitted to trading on EU trading venues (including a new transparency regime for non-equity financial instruments); (ii) an obligation to execute transactions in shares and derivatives on an EU regulated trading venue; and (iii) a new focus on regulation of algorithmic and high frequency trading. These reforms may lead to a reduction in liquidity in certain financial instruments over time, as some of the sources of liquidity exit European markets, and may result in significant increases in transaction costs.

Other regulatory changes, such as an increase in the scope of commodities and commodity derivatives regulation, including position limits and regulatory position management powers could,

over time, similarly lead to liquidity reduction and/or an increase in costs and spreads in the European commodities markets.

Although the full impact of these reforms is difficult to assess at present, it is possible that the resulting changes in the available trading liquidity options and increases in transactional costs may have an adverse effect on the ability of Eagle to execute investment strategies on behalf of clients.

## **Item 9 Disciplinary Information**

To the best of our knowledge, there are no legal or disciplinary events or facts that are material to a client's or prospective client's evaluation of our advisory business or the integrity of our management, nor have there ever been.

## **Item 10 Other Financial Industry Activities and Affiliations**

Eagle provides investment advisory services to (i) the Eagle ETF (a registered investment company); (ii) a private fund; and (iii) Separate Account Clients, which include high net worth individuals (including family offices), pension and other retirement plans, charitable institutions and other institutional investors. Eagle's investment advisory services to each of these types of clients are material to its advisory business.

Eagle will devote as much of its time to the activities of each of the clients as it deems necessary and appropriate. Eagle is not restricted from forming additional pooled investment vehicles, from entering into other investment advisory or sub-advisory relationships or from engaging in other business activities, even though such activities may be in direct competition with existing clients and may involve substantial time and resources of Eagle. These activities could be viewed as creating a conflict of interest in that the time and effort of the members and partners of the firm and its officers and employees will not be devoted exclusively to the business of the existing clients but will be allocated between the business of the existing clients and the management of other advisees.

The investment activities of an account that Eagle manages, or more generally the activities of Eagle, may result in a client being required to forgo certain investment or divestment activity or otherwise restrict the ability of a client to engage in certain activities that would not otherwise be prohibited. In the event that such a conflict of interest arises, Eagle will attempt to resolve the conflict in a fair and equitable manner, as measured over time.

Other than staff attendance at conferences, the firm and its management do not participate in other financial industry activities.

In connection with marketing the Eagle ETF, certain management persons of Eagle are registered representatives of an unaffiliated registered broker dealer. Neither Eagle nor any of Eagle's management persons have other relationships or arrangements with financial industry participants that may be material to Eagle's advisory business or clients, including financial industry participants that are broker-dealers, investment advisers, pooled investment vehicles, futures commission merchants, commodity pool operators, commodity trading advisors, banking institutions, accounting firms, law firms, insurance companies, pension consultants, and real estate brokers. Though not material to Eagle's business, we note that David Boon has been since 2018 a trustee of a 12 fund mutual fund complex advised by North Square Investments LLC, which converted in 2023 to Exchange Place Advisors Trust, a series trust serviced by Ultimus; Richard S. Robie, III has been since 2011 an independent fund trustee of AGF Investments Trust (formerly known as FQF Trust) which is sponsored by AGF Investments LLC; and Michael Falcon, Eagle's Chief Executive Officer, is chairman and independent trustee of the board of trustees of Nomura Alternative Income Fund, a position he has held since the fund's inception in September 2022.



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

### Code of Ethics

Eagle has adopted a Code of Ethics (“Code of Ethics”), pursuant to Rule 204A-1 under the Advisers Act, and will provide a copy to any client or prospective client upon request.

The major areas that are covered in the Code of Ethics are summarized below.

*Reportable Accounts and Transactions.* All “access persons” must, on an ongoing basis, report any newly opened employee and employee related securities accounts to the Chief Compliance Officer (“CCO”). In addition, access persons must report, no later than 10 days after becoming an access person and annually thereafter, their “Reportable” securities holdings and, on a quarterly basis, report their “Reportable” securities transactions during the quarter.

*Personal Trading.* All transactions in “Reportable” securities in all personal accounts, including all initial public offerings, must be precleared in accordance with the firm’s written policies and procedures. Eagle, its employees and other affiliates may effect transactions for their personal accounts in the same securities purchased and sold for the accounts of a client. Such transactions can present a variety of conflicts with respect to: (1) the price and availability of securities; (2) the risk that trading by clients could be used to support investments made by employee or affiliate personal accounts; or (3) improper use by employees and affiliates of information regarding a client’s portfolio holdings, future transactions or research paid for by a client, to exploit the same market liquidity as clients. Accordingly, under Eagle’s Code of Ethics, all such personal transactions must be precleared by the CCO, who will assess potential conflicts of interest in connection with the transaction clearance process.

*Insider Trading Policy.* Eagle also maintains a policy statement on insider trading, which describes policies and procedures relating to the prevention or misuse of material, non-public information. All “access persons” and other employees must abide by this policy.

*Administration of the Code of Ethics.* “Supervised Persons” are required to report any violation of the Code of Ethics to the CCO and must cooperate in any investigation relating to possible breaches of the Code of Ethics. Supervised Persons are encouraged to seek advice from the CCO and all relevant “principal officers” with respect to any action or transaction which may violate the Code of Ethics. Violations of the Code of Ethics or of applicable securities laws may result in sanctions imposed by the principal officers in consultation with the CCO and/or outside counsel, including but not limited to a warning, fines, disgorgement, suspension, demotion or dismissal. In addition to sanctions, violations may result in referral to civil or criminal authorities where appropriate.

All personnel have acknowledged and have agreed in writing to adhere to the Code of Ethics and to have read and understood the Eagle Compliance Policies and Procedures Manual. All personnel are required to make such acknowledgments and agreements on annual basis. A signed attestation is retained.

Various personal accounts associated with members of the CIO Team and other Eagle personnel are managed by the firm, which, at times, creates a conflict. There is at times an incentive to favor such accounts when making trading decisions. To address such conflicts of interest, purchases and sales in these accounts are executed at the end of the trading day or after all other transactions in

the specific securities are completed. Investments in private placements are required to be pre-cleared by Eagle's compliance team, which includes the CCO (the "Compliance Team").

*Managing the Fund, Eagle ETF and Separate Accounts.* Conflicts of interest arise, at times, from the fact that Eagle provides investment management services to a variety of clients, including investment funds, managed accounts, proprietary accounts, other pooled investment vehicles, the Eagle ETF and the Fund.

In general, clients (including the Fund and Eagle ETF) have investment objectives, programs, strategies and positions that are similar to or conflict with each other, or in a sense can be competing with each other for the same investment opportunities. Some clients, such as the Fund and Eagle ETF, have the ability to hedge and make other decisions that could be contrary to or conflict with the investment decisions being made on behalf of other clients. Such conflicts could affect the prices and availability of securities in which the clients invest.

In addition, even if one client's account has investment objectives, programs or strategies that are similar to those of another, Eagle at times gives advice or takes actions with respect to the investments held by, and transactions of, one client account that differs from the advice given or the timing or nature of actions taken with respect to the investments held by, and transactions of, other client accounts for a variety of reasons, including differences between investment strategies, client restrictions, market conditions, regulatory considerations and tax treatment of the accounts. As a result, client accounts at times have different portfolios and investment returns. Conflicts of interests also arise from time to time when Eagle makes decisions on behalf of a client with respect to matters where the interests of Eagle or one or other client accounts differs from the interests of the first client. Please see Item 12 for further information on Eagle's policies regarding the aggregation of trades and the allocation of investment opportunities.

Clients and prospective Clients may obtain a copy of our Code of Ethics by contacting the firm at 212-293-4040.

## Item 12 Brokerage Practices

Eagle, as a matter of policy and practice, seeks to obtain best execution for client transactions (i.e., seeking to obtain not necessarily the lowest commission but the best overall execution in the particular circumstances).

In connection with its management of the Eagle ETF, Eagle has entered into an agreement with a third-party broker dealer to provide certain consulting and on-going operational services to the Eagle ETF, which includes execution of the Eagle ETF's trades, subject to the direction and oversight of Eagle. These brokerage and trading services to the Adviser and the Eagle ETF are provided under a separate fee arrangement with the Adviser.

Eagle considers factors including the responsiveness of the broker to requests for information, the assistance of the sell-side trader in securing the best price execution, the quality or strategy of the algorithm or crossing network, the broker's risk pricing abilities, the promptness and accuracy of the brokers' back office operations when selecting broker-dealers for client transactions, and the overall quality of research received. With regard to the reasonableness of compensation (e.g., commissions), Eagle uses its market expertise and published materials to judge the current rates being paid. Eagle estimates the cost of the transaction and considers the incremental services that the broker provides. The typically low turnover in the Eagle accounts and the total commissions generated are also considered. In a few instances, the low price of a stock may also affect the commission rate.

Additionally, applicable regulatory thresholds may limit client holdings in certain securities. Applicable regulatory thresholds or constraints may also result in additional trading activity and fees incurred in the management of a client account.

As it relates to trade errors, it is the policy of Eagle to seek to correct all trade errors promptly upon discovery and to ensure that all trade errors are dealt with in such a manner so as to prevent any loss or harm to any advisory client, in all cases subject to the terms of the client's agreement with Eagle. Eagle will not be liable to any client for any act or omission resulting in a trade error absent bad faith, gross negligence, willful misconduct or actual fraud on the part of Eagle. As a general matter, Eagle's trade error correction policy seeks to put advisory clients in a position similar to the one that they would have been in had the trade error not occurred.

Research and Other Soft-Dollar Benefits. Eagle maintains soft-dollar arrangements with pre-selected brokers for research products and services (including brokerage services) that assist Eagle in its investment decision-making process. Because the research, products and services (including brokerage services) obtained through soft-dollars are obtained using client brokerage commissions, Eagle does not pay for them directly. Research services furnished by brokers through which Eagle effects securities transactions may be used in servicing all of Eagle's accounts, and not all such services may be used by Eagle in connection with the accounts which paid commissions to the broker providing such services. Likewise, Eagle does not seek to allocate soft-dollar benefits to clients' accounts proportionately to the soft-dollar credits the accounts generate. Because they provide this service, there may be an additional incentive to utilize these brokers beyond most favorable execution, and the commission charged by these brokers may be higher than other brokers. Eagle directs brokerage trades to these pre-selected firms when they are expected to be of equal execution.

Eagle's soft-dollar policy is to make a good faith determination of the value of the research product or services in relation to the commissions paid. Research products and services provided by brokers

through which client transactions are executed, settled and cleared may include research reports on particular industries and companies, economic surveys and analyses, recommendations as to specific securities, access to management and other products and services providing lawful and appropriate assistance to Eagle in the performance of its investment decision-making responsibilities.

In the event Eagle obtains any mixed-use products or services on a soft-dollar basis, Eagle will make a reasonable allocation of the cost between that portion which is eligible as research or brokerage services and that portion which is not qualified. The portion eligible as research or other brokerage services will be paid for with discretionary client commissions. The portion not eligible under Section 28(e) of the Securities Exchange Act of 1934 safe harbor, e.g., computer hardware, accounting systems, etc., will be paid for with Eagle's own funds. Eagle will be subject to a conflict of interest in terms of determining any portion to be paid for with Eagle's own funds. Including as it relates to seeking to mitigate this conflict, Eagle periodically reviews the firm's soft-dollar arrangements, budget, and allocations and monitors the firm's brokerage policy.

If a Separate Account Client or prospective Separate Account Client of Eagle has no established relationship with a broker or brokerage firm, the Eagle trader will make the decision about which trading firm to use to execute a particular trade. The Eagle trader works from a pre-approved list of brokers (which sets out those brokers approved for use by Non-ETF clients).

This list of brokers is compiled after receiving input, as applicable, from the Eagle trader and other internal parties, the portfolio manager and analysts. This list contains information regarding, among other things, the quality of the research and the responsiveness of the broker to requests for information, the assistance of the sell-side trader in securing the best price execution, and the promptness and accuracy of the broker's back office operations.

Drawing from the approved list of brokers at time of trade, Eagle's trader selects a broker based, in part, upon a stock's liquidity and a given broker's relevant area(s) of expertise. Eagle's trader gains additional insight into who might be currently or potentially involved with a given traded stock (i.e., where he or she might find a natural buyer or seller) by consulting the firm's supporting subscription services.

#### Aggregation and Allocation of Investments.

*Aggregation.* Given the size of Eagle's assets under management and the volume of client accounts it manages, transactions of Non-ETF Clients are aggregated, executed in several aggregated trades or executed separately, often to affect better execution on transactions. Aggregation may also occur as it relates to trades executed for the Eagle ETF, although this may not occur as frequently as for Non-ETF Clients.

Non-ETF Clients that have directed Eagle to trade with specific brokers, including wrap-fee accounts ("Directed Accounts"), are generally not aggregated with other Non-ETF Client orders and are generally traded after the Non-ETF Clients that have not placed such restrictions on Eagle. Further, trades will not be aggregated among all Directed Accounts. Rather, within the Directed Accounts, trades will be aggregated among clients utilizing the same directed broker. Trade orders will be traded for Directed Accounts utilizing each directed broker pursuant to an ordering sequence that will be randomly generated for each trade order. If Eagle determines to take on any shared-discretion model delivery clients, such model delivery will be actioned in the same rotation as applies to the Directed Accounts (described immediately above). Proprietary accounts trade last.

While all clients will not necessarily participate in the same aggregated trade, all clients participating in any given aggregated trade receive the same price and pay the same commission. At times, trades may be affected for certain client accounts and not others because of market movements between order times. Client accounts featuring client-defined investment restrictions may have their orders entered at different times than unconstrained client accounts; clients' account restrictions may impact account performance.

*Allocation Generally.* Trades are generally allocated among the Non-ETF Clients on a pro rata basis, within each client group and in the order described above. Under this approach, Eagle will aggregate the transactions associated with such clients, as described above, and will allocate to each client its applicable pro rata share. A pro rata allocation methodology may cause those clients who incur ticket charges and other fees, due to their arrangements with third-party brokers or other service providers, to incur additional expenses than they might under another allocation methodology. Accordingly, because Eagle does not necessarily have insight into all expenses incurred by Separate Account Clients, such clients may contact Eagle if they would like to opt out of receiving small allocations below a certain basis point threshold that could otherwise cause them to incur ticket charges and other expenses associated with such small allocations. Separate Account Clients who opt out will have the opportunity to opt back in upon request. Eagle currently manages Separate Account Client accounts that receive such small allocations and those that do not.

While Eagle will seek to allocate investment opportunities on a pro rata basis for its Non-ETF Clients consistent with the disclosure provided above, there will be circumstances when Eagle will allocate certain opportunities using alternative approaches (see "Allocation – Investments with Limited Liquidity or Availability" below).

*Eagle ETF.* Eagle executes trades on different timelines for the Non-ETF Clients as compared to the Eagle ETF. While the portfolios of Non-ETF Clients will as a general matter more closely follow changes to the Eagle Equity Strategy model, Rebalancing for the Eagle ETF typically occurs less frequently. This less frequent rebalancing for the Eagle ETF causes trades typically to be effected in the portfolios of Non-ETF Clients before they are effected for the Eagle ETF portfolio. Trade execution for the Eagle ETF is conducted by a third-party broker, subject to Eagle's oversight, and not by Eagle's personnel. Although the Eagle ETF's investment strategy is substantially similar to the Eagle Equity Strategy, certain differences between the Eagle ETF and the other clients may impact trade allocation, including the differences in purchase and redemption structures, investment restrictions, the public nature of ETF positions and legal requirements between the Eagle ETF and the Non-ETF Clients. These differences lead to the use of different trading practices and portfolio decisions. When Eagle implements a portfolio decision for an account or fund ahead of, or contemporaneously with, a portfolio decision for the Eagle ETF, market impact, liquidity constraints, or other factors may result in the Eagle ETF or such other fund or client receiving less favorable pricing or trading results, paying higher transaction costs, or otherwise being disadvantaged. One significant factor that Eagle will consider in its trade timing between the Eagle ETF and the Non-ETF Clients is the potential for third-party investment professionals to use the public nature of the Eagle ETF's trades to anticipate trades for the Non-ETF Clients, including the size, timing, and possible market impact of similar trades by the Non-ETF Clients. The ability of third-party investment professionals to potentially anticipate trades to be made by the Non-ETF Clients based on the Eagle ETF's trading activity may disadvantage the Non-ETF Clients.

Another factor that may significantly contribute to the difference in allocation and trading timelines between the Eagle ETF and the Non-ETF Clients is the more concentrated nature of the Eagle ETF, as a result of excluding certain smaller and/or less liquid positions. Accordingly, changes to the Eagle Equity Strategy model portfolio with respect to trades of smaller and/or less liquid positions do not always necessitate a change to the portfolio of the Eagle ETF. At times, Eagle ETF's trades occur after an accumulation of multiple trades that were executed for the Non-ETF Client portfolios, when Eagle determines that a corresponding change is warranted for the Eagle ETF. However, despite this difference in trade timelines between the Eagle ETF and the Non-ETF Clients, the Eagle ETF can and will trade in tandem or nearly in tandem with Eagle's other clients if necessitated by market dynamics.

*Allocation – Investments with Limited Liquidity or Availability.* Initial public offerings (IPOs) are offerings of securities which frequently are of limited size and limited availability. IPOs may also become “hot issues” which are offerings that trade a premium above the initial offering price. In the event Eagle participates in any IPOs, Eagle will seek to allocate IPO shares fairly and equitably among our advisory clients who have been deemed non-restricted persons. In allocating these IPOs, Eagle will not necessarily allocate on a pro rata basis and will generally place priority on clients that have given us complete trading discretion. Eagle also seeks allocations that generally are of sufficient size within a portfolio to render them consequential. At all times, however, Eagle will act in accordance with what it believes to be in the best interests of its clients. Depending on certain considerations specific to each IPO, wrap and directed brokerage accounts may or may not participate.

Eagle also invests in other public securities with more limited liquidity. For example, Eagle invests in ADRs on behalf of its clients to gain exposure to the securities of non-U.S. issuers. The application of a pro rata allocation methodology with respect to these investments can lead to outcomes including non-meaningful investment exposure for client accounts and significantly increased operational complexity. In these circumstances, as an exception to the default pro rata methodology described above, Eagle anticipates that it will allocate investment opportunities using a random allocation methodology while maintaining fairness to clients over time. More specifically, when utilizing this approach, Eagle will allocate securities in pre-determined basis point increments commencing with discretionary clients.

When appropriate opportunities occur, Eagle will engage in cross trades between non-ERISA accounts, consistent with Eagle's cross-trading policy as set forth in its Compliance Policies and Procedures Manual. Crossing trades may reduce execution and commission costs, enable cash withdrawals and contributions to be effected with less market impact and at the same time facilitate portfolio rebalancing to achieve diversification. For ERISA and select wrap accounts that are not cross-trade eligible, absence of cross-trading may affect execution quality or transaction costs associated with their trading experience.

Upon written instructions from a client, Eagle will allocate a dollar amount into a specified money market fund, fixed income instrument or other asset, identifying it in the client's portfolio as an unsupervised asset. Additionally, as directed in writing by a client, Eagle may move existing cash or securities in a client's account into this unsupervised category. No Eagle management fee will be charged on any unsupervised assets. Eagle must be notified of additions to or deletions from

those investments in writing. For the avoidance of doubt, Eagle will in no way manage or monitor any securities placed in this unsupervised category.

Eagle may determine to manage accounts whose assets are beneficially owned by Eagle and/or its employees in accordance with investment strategies that differ from, but may overlap with, those pursued in existing client accounts (each, a “Seeding Account”). The purpose of a Seeding Account is to develop investment products or strategies that may be suitable for outside clients or investors at some point in the future. There is no guarantee that a Seeding Account will develop into a product or strategy appropriate for clients or investors. When managing a Seeding Account, Eagle will seek to allocate investment opportunities equitably among such accounts and other clients consistent with Eagle’s general allocation practices noted above, and transactions would be subject to Compliance Team approval.

Directed Brokerage. Eagle does not recommend, request or require that clients direct Eagle to execute transactions through a specified broker-dealer.

Some of Eagle’s clients have relationships with particular brokers or brokerage firms. In such cases, the establishment of brokerage fees and commissions is generally a matter of negotiation between the client and broker. The brokers generally act as custodian of the client’s assets as well.

When clients require the use of a particular brokerage house as a custodian and broker, whether for all or a portion of such clients' transactions, specific transaction prices and commission costs could be more or less attractive for the client. Certain clients have arrangements with their broker-dealers whereby clients pay a separate fee to their broker-dealer and are not charged commissions on trades. Eagle does not assume responsibility for judging the fairness of these fees as they may or may not encompass services beyond stock trading and custody. Discretionary trading accounts are generally traded ahead of accounts where the client has requested that Eagle trade with a specific broker (also known as directed trading accounts), as well as certain accounts participating in wrap fee programs. Trading ahead may or may not benefit accounts, depending upon market conditions.

In certain wrap fee account programs, the fee paid by the client to the wrap fee program sponsor covers only the cost of brokerage commissions or other transaction fees on orders placed for execution through the wrap fee program sponsor, and Eagle is required to bear the cost of trades executed through a broker-dealer other than the wrap fee program sponsor. This creates a conflict of interest by incentivizing Eagle to trade those wrap fee program client accounts through the wrap fee program sponsor.

### **Item 13 Review of Accounts**

Eagle personnel review all trades made in client accounts, including the Fund and the Eagle ETF. Many factors could initiate a client account review other than a periodic review, including (among other possible factors and to the degree applicable) the decision to add or eliminate a particular investment, to balance gains and losses at the direction of the client or adviser, to raise cash for distribution to clients at their request, to invest new cash contributions in a portfolio, or to alter the asset mix as market conditions dictate.

The firm employs a system to confirm adherence to client-specific restrictions on a pre- and post-trade basis. In addition, Eagle's portfolio administration team monitors portfolio administration operations and its trading team monitors portfolio holdings and trading operations, on a periodic basis, to ensure adherence to style and process. Finally, the firm's client service team serves as an additional point of oversight for Separate Account Client portfolios.

Quarterly statements, including specific holdings, current performance, and investment commentary, are provided to clients. In the case of Non-ETF Clients, more frequent information will be provided if requested. Custodians of clients' funds and securities provide their own separate reports to clients, if applicable. With respect to investors in the Fund, we generally provide annual audited financial statements within 120 days of the Fund's fiscal year end. In the case of the Eagle ETF, the Eagle ETF's complete portfolio holdings are disclosed in quarterly public filings with the SEC, within 60 days of the end of each quarter of the Eagle ETFs fiscal year, and the Eagle ETF's portfolio holdings are available each business day on its website.



#### **Item 14 Client Referrals and Other Compensation**

We do not receive economic benefits from non-clients for providing investment advice and other advisory services.

With respect to the Non-ETF Clients, Eagle, from time to time, engages one or more individuals or entities to solicit investment advisory clients or to place investors in the pooled investment vehicles managed by Eagle, in accordance with SEC rules, including that all required disclosures are provided to the relevant clients. Generally, the arrangement and compensation entails a share of such fee revenues paid to the agent or solicitor for a period of time, typically so long as such client or investor remains a client of Eagle or investor in a pooled investment vehicle managed by Eagle. Currently, Eagle has one such relationship.

## **Item 15 Custody**

Eagle likely would be deemed to have custody, as defined by the SEC, of certain advisory client funds, securities or assets. The “custody rule” under the Advisers Act requires that client funds and securities be maintained with “qualified custodians,” which include banks and registered broker-dealers. Separate Account Clients will receive account statements at least quarterly from these custodians. These statements should be carefully reviewed and compared to quarterly statements delivered by Eagle.

Eagle is not required to comply (or is deemed to have complied) with certain requirements of the custody rule with respect to the Fund because it complies with the provisions of the so-called “Pooled Vehicle Annual Audit Exception”, which, among other things, requires that the Fund be subject to audit at least annually by an independent public accountant that is registered with, and subject to regular inspection by, the Public Company Accounting Oversight Board, and requires that the Fund distribute its audited financial statements to all investors within 120 days of the end of its fiscal year.

Eagle is not required to comply with the “custody rule” under the Advisers Act with respect to the Eagle ETF. The assets of the Eagle ETF are maintained with an eligible custodian in compliance with the 1940 Act.

## **Item 16 Investment Discretion**

Eagle has discretionary authority to manage securities accounts on behalf of clients, including the Fund and Eagle ETF, as granted pursuant to Eagle's investment management agreements.

With respect to Separate Account Clients, Eagle will typically accept limitations on this authority, including in the form of specific stock restriction requests from clients. Eagle will abide by restrictions to the extent that they do not significantly alter Eagle's fundamental investment philosophy.

Our investment decisions and advice with respect to the Fund and the Eagle ETF are subject to each investment vehicle's specific investment objectives and guidelines, as set forth in such vehicle's offering documents or public filings and disclosures, as applicable.

## Item 17 Voting Client Securities

Eagle, as a matter of policy and as a fiduciary to our clients, has responsibility for voting proxies, unless otherwise instructed by or on behalf of a client, for portfolio securities. For example, the Eagle ETF board has delegated responsibility to vote proxies for securities held in the Eagle ETF's portfolio to Eagle. In some cases, however, Eagle has been instructed not to vote proxies in relation to certain accounts. In other cases, Eagle has been instructed to vote proxies in accordance with a client's own proxy voting guidelines. Our policies and practices include the responsibilities to: monitor and evaluate the proposals for the companies we are invested in; assess any conflicts of interest in accordance with the Advisers Act; vote clients' proxies where Eagle has been given authority to do so; retain information regarding the voting of proxies; and maintain relevant and required records.

Eagle seeks to vote all proxies and does so in accordance with its fiduciary duty. At times, conflicts of interest with individual clients arise. In those circumstances, Eagle may, among other things: (i) contact the client who may direct a vote in a particular solicitation; (ii) consult with a third party service provider; or (iii) take action (in consultation with legal counsel) to vote in accordance with its fiduciary duty.

Eagle ensures that proxies are voted in an accurate and timely manner and that voting records are maintained. Eagle has engaged the proxy service company, Broadridge Financial Solutions, Inc. ("Broadridge"), an independent firm that provides proxy processing and administrative services to Eagle. Broadridge electronically compiles and maintains voting records of clients' proxies for a majority of Eagle's clients. Broadridge provides access to ballots and records via a password protected website, ProxyEdge. Eagle executes its voting actions via this website. Broadridge notifies Eagle of new meeting ballots.

Eagle's analysts determine how Eagle will vote the associated proxies, in accordance with applicable voting guidelines. The analysts make their recommendations to Ravenel B. Curry, III, who gives final approval. For individual proxies related to securities that were historically held in Eagle's model portfolio but that at the time of the applicable shareholder meeting date have a zero weighting in Eagle's model portfolio, the voting decision will be made by Ravenel B. Curry, III. Once approved, Eagle votes the electronic ballots via the ProxyEdge platform. Unsupervised assets and money market vehicles will be voted in accordance with management suggestions by designated staff without further internal review. For the avoidance of doubt, Eagle considers "trade away" securities—i.e., those securities held on Eagle's books for only a short period when, for example, a client makes an in-kind contribution to their account—to be unsupervised assets for purposes of its proxy voting policy. Clients may call Eagle to discuss proxies pertaining to their accounts, obtain a copy of Eagle's voting policies and procedures, and obtain their voting records upon request.

Additionally, upon opening a new account with Eagle, Clients are given the option to utilize a third-party vendor that provides class action litigation monitoring and securities claim filing services on their behalf.

Clients and investors may obtain Eagle's proxy voting policy and information about how the Adviser voted a Client's proxies by contacting the firm at 212-293-4040.

## **Item 18 Financial Information**

In certain circumstances, none of which are applicable to Eagle, registered investment advisers are required to provide financial information or disclosures about their financial condition in this Item. Eagle is a privately held, 100% employee-owned firm. The firm's sole source of revenue is the investment management fees paid by its clients. Eagle has no financial commitment that impairs its ability to meet its contractual and fiduciary obligations to clients. Eagle has never been the subject of a bankruptcy hearing.

# Brochure Supplement

## Eagle Capital Management, LLC

65 East 55<sup>th</sup> Street, 26<sup>th</sup> Floor

New York, NY 10022

212-293-4040

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

March 20, 2025

### **Alec J. Henry**

65 East 55<sup>th</sup> Street, 26<sup>th</sup> Floor

New York, NY 10022

Phone: 212-293-4040

### **Adrian V. Meli**

65 East 55<sup>th</sup> Street, 26<sup>th</sup> Floor

New York, NY 10022

Phone: 212-293-4040

### **Ravenel B. Curry, III**

65 East 55<sup>th</sup> Street, 26<sup>th</sup> Floor

New York, NY 10022

Phone: 212-293-4040

## **Item 2 Educational Background and Experience**

Alec J. Henry, born 1978

BS University of Virginia, 2000

Eagle Capital Management, LLC, 2010-Present

Adrian V. Meli, born 1980

BA Williams College, 2002

Eagle Capital Management, LLC, 2008-Present

Ravenel B. Curry, III, born 1941

BA Furman University, 1963

MBA University of Virginia, 1967

Eagle Capital Management Corp., 1988-1995

Eagle Capital Management, LLC, 1995-Present

This brochure supplement provides information about the above investment professionals that supplements the Eagle Capital Management, LLC brochure.

### **Item 3 Disciplinary Information**

There are no legal or disciplinary events that are material to a client's or prospective client's evaluation of our investment personnel.

### **Item 4 Other Business Activities**

There are no known conflicts of interest between Eagle personnel and their outside interests. A number of Eagle's principals have outside affiliations, but none of these affiliations take up a significant amount of time. All outside affiliations and positions are disclosed to the firm's management, and new outside positions require prior approval from management. Below is a summary of the principal known outside affiliations:

Ravenel B. Curry, III is a Trustee of the Manhattan Institute, the American Enterprise Institute, the New York Historical Society, the Duke Endowment, the Greenwood Genetic Center's Foundation, and the Beth & Ravenel Curry Foundation. Ravenel is also Emeritus Partner at Success Academy, Furman University, and New York Hall of Science, and a Member of the Council on Foreign Relations.

### **Item 5 Additional Compensation**

The three individuals are partners of Eagle Capital Management, LLC and share in the profits of the firm.

### **Item 6 Supervision**

Although all of Eagle's investment professionals work closely together, our CIO Team is the senior investment leadership group at Eagle and is responsible for all investment management decisions at Eagle. The CIO Team is led by Alec J. Henry, Managing Chief Investment Officer, and it also includes Adrian Meli, Co-Chief Investment Officer, and Ravenel B. Curry III, Chairman, Co-Chief Investment Officer & Founder. In addition, Alec Henry is primarily responsible for the day-to-day management of the Eagle Capital Select Equity ETF portfolio. The investment activities of each of the investment professional identified in this brochure supplement are overseen by the other investment professionals identified herein. Non-investment activities are overseen by the Chief Compliance Officer, who can be reached via the following contact information:

Mark T. Robertson  
65 East 55<sup>th</sup> Street, 26<sup>th</sup>  
Floor New York, NY 10022  
Phone: 212-293-4040

# EAGLE CAPITAL MANAGEMENT, LLC

## NOTICE OF CLIENT PRIVACY POLICY

**Most Recently Revised: March 13, 2025**

This privacy notice (the “**Notice**”) and CCPA notice at collection describes how we collect and use personal data about you in accordance with applicable privacy and data protection laws.

**Who We Are:** Eagle Capital Management, LLC (“**us**”, “**we**” or “**our**”) is a controller of your personal data. We may ourselves, or through a third party, process the personal information that you provide to us.

This Notice applies to our clients, investors in any of our products, business contacts and users of our website. Even if you are no longer a client, our Privacy Policy will continue to apply to you.

**Our Commitment to Your Privacy:** We have a standing policy of protecting the confidentiality and security of information we collect about our clients. We do not share personal information about you outside of our affiliates, except for the specific purposes described below, in accordance with all applicable laws. This Notice describes the personal information we may gather and the circumstances under which we may share it.

Personal data, or personal information, includes information such as your name, address, email address, telephone number(s) and date of birth, from which you can be directly or indirectly personally identified, and includes information such as identification, tax references and account numbers. This personal information may relate to your finances, employment, avocations or other personal characteristics, as well as transactions and interactions with or through us or with others.

**Personal information we collect:** We collect personal information about you in connection with providing our services to you. This information may include your name, date of birth, address and other contact details, national identification or social security number, identity documents such as passports and other “know your client” documents and may also include other information such as:

Category of Information Collected	Examples
Personal Identifiers	A real name, alias, postal address, unique personal identifier, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
Personal Information	A name, signature, Social Security number, address, telephone number, passport number, driver's license, or state identification card number. Some personal information included in this category may overlap with other categories.
Characteristics of Protected Classes	Age, national origin, citizenship, marital status.
Investment Related Information	Transaction history, assets.
Employment Information	Professional or employment related information.



Internet or Other Similar Network Activity	Website activity.
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**Sensitive Personal Information:** Subject to the relevant jurisdictional regulatory requirements, we may process sensitive personal information. We will only use and disclose sensitive personal information for a purpose for which it was originally collected. Unless we request it, we ask that you not send us, or disclose, any sensitive personal information.

Within the last twelve (12) months, we have collected and processed the following categories of sensitive personal information:

- A social security, driver's license, state identification card, or passport number.
- The contents of an individual's mail and email where the business is not the intended recipient of the communication.

**Why We Collect and How We Use Personal Information:** We limit the collection and use of personal information to the minimum we require to deliver superior service to you. Such service includes advising you about our products, services and other opportunities, maintaining your accounts with us, processing transactions requested by you or other persons authorized by you, and administering our business. We also collect your personal information in order to comply with statutory obligations and other tax and regulatory requirements to which we may be subject, including anti-money laundering requirements.

Your personal data may be processed by us, or our affiliates, agents, employees, delegates or sub-contractors, for the following purposes:

- a) for the purposes of performing the contract you have entered into with us, including to facilitate the opening of your account with us, the management and administration of your holdings with us or any related account on an ongoing basis which are necessary for the performance of your contract with us;
- b) for compliance with our legal obligations, including anti-money laundering checks, compliance with applicable tax and regulatory reporting obligations and related actions which we consider appropriate to meet any legal obligations imposed on us,
- c) to pursue our legitimate interests in relation to the prevention of fraud, money laundering, terrorist financing, bribery, corruption, tax evasion and to prevent the provision of financial and other services to persons who may be subject to economic or trade sanctions, on an on-going basis;
- d) where our use is for a legitimate purpose of our group, including:
  - a. for day to day operational and business purposes, including board and group reporting and management purposes;
  - b. taking advice from our external legal and other advisors;
  - c. to help us improve our services and systems, and to improve your experience on our web and online services;

- d. to undertake market research, statistical and product development analyses;
- e. marketing purposes; and
- f. to monitor and record calls for quality, business analysis, training and related purposes; and

where necessary to establish, exercise or defend our legal rights or for the purpose of legal proceedings. We do not “sell” or “share” your personal or sensitive personal information as each of these terms is defined under the California Consumer Privacy Act (CCPA).

**How Long We Retain Personal Information.** We will only retain your personal information for as long as necessary to fulfil the purpose for which it was collected, or for additional periods where legal/regulatory obligations mandate that we retain your personal information or where it is necessary for the purposes of our other legitimate interests. The applicable retention period will depend on various factors, such as any legal or regulatory requirements to maintain records to which we or our service providers are subject.

**How We Gather Personal Information:** We obtain personal information directly from you, when you apply for, access and use our and our business associates’ financial products and services - whether in person, by telephone or electronically. We may verify this personal information or collect additional personal information from third parties, including consumer reporting agencies or other public sources.

We may also obtain some of your information indirectly, from a variety of sources, such as your joint account holder(s), and / or our service providers, such as vendors providing anti-money laundering and sanctions checking databases.

**Disclosure of Personal Information:** We may disclose your personal information to certain recipients, as detailed below:

- a) **Other affiliates:** We may share your personal information with our affiliates for direct marketing purposes, such as offers of products and services to you by us or our affiliates. If you are a new client and are not resident in the European Union, we can begin sharing your personal information with our affiliates for direct marketing purposes 30 days from the date of this Notice. We may also disclose personal information about your transactions and experiences with us to our affiliates for their everyday business purposes.

We do not share your personal information with non-affiliates for them to market their own services to you. For example, we do not sell customer lists and we will not sell your name to a catalogue company or telemarketer. Moreover, it is our policy to require all third parties that are to receive any personal information to sign confidentiality agreements.

- b) **Transfers to service providers:** We may disclose personal information to other companies or third party service providers (i) to enable them to provide business services for us, such as performing computer related or data maintenance or processing services for us, (ii) to facilitate the processing of transactions requested by you, (iii) to assist us in offering our or other companies’ products and services to you, or (iv) for reporting purposes. When such third party processors process personal data on our behalf, we enter into agreements with them to ensure that they process your personal data in accordance with applicable law. You can ask for further information in relation to these third party service providers by contacting us.

- c) **Disclosures to third parties:** We may share your personal data with other third parties such as

governmental agencies and regulators (e.g., tax authorities), law enforcement, social insurance carriers and to external advisors acting as controllers (e.g., attorneys, accountants, auditors or other professional advisors) or to any (or any proposed) assignee, transferee, or successor in title to the whole or any relevant part of our business, and their respective officers, employees, agents and advisers. Such transfers are made in order to comply with our legal obligations, including the prevention of fraud or other financial crime, and for our legitimate interests or those of a third party to ensure the effective operation of our business. You can ask for further information in relation to these third parties by contacting us.

- d) Other disclosures:** We may share your personal data if the disclosure is required by law or regulation, or court or administrative order having force of law, or is required to be made to any of our regulators.

You may contact us on +1 212 293 4040 at any time to limit our sharing of your personal information. If you limit sharing for an account you hold jointly with someone else, your choices will apply to everyone on your account. If you are resident in the US, US state laws may give you additional rights to limit sharing.

In any case where we share your personal data with a third party data controller (including, as appropriate, counterparties to transactions on your account), the use by that third party of the personal data will be subject to the third party's own privacy policies.

**How We Protect Personal Information:** Our employees, agents, contractors and representatives acting on our behalf are required to protect the confidentiality of personal information and to comply with our established policies. We limit access to your personal information to only those employees, agents and contractors who are authorized to access your data when there is an appropriate reason to do so, such as to administer or offer our products or services. We also maintain physical, electronic and procedural safeguards to protect your personal information, including measures preventing your personal data from being accidentally lost, used or accessed in an unauthorized way, altered or disclosed, and which comply with all applicable laws and regulations. Employees who violate our company policies relating to data protection procedure will be subject to disciplinary process.

**Our Website:** When you visit our website, you are accepting the website terms and conditions, as well as the terms of this Notice. We are not responsible for the content or privacy practices of any websites that may link to or be linked from our website. Any external links to other websites are clearly identified as such.

**Cookies:** A cookie is a small piece of information which is transferred to your computer's hard disk from a website. Cookies can store information about your preferences and other information which you need when you visit our website. While Eagle Capital utilizes Google Analytics as well as session cookies in order to gather certain information and enhance your user experience on our website, we currently do not utilize any cookies that capture or store any information about you when you access our website.

**Additional Information for Residents of the United Kingdom (UK) and European Economic Area (EEA):** To the extent that you are resident in the UK or European Union, we will also comply with the following additional requirements under the General Data Protection Regulation (GDPR) when processing your personal information:

#### **1. International Transfers.**

We process personal information in the United States and will, from time to time, send some of your personal data to recipients based in other countries that are located outside the EEA. Your PII may be transferred, stored and/or otherwise processed in a country other than the one in which

your PII is collected. As these countries are not within the EEA, this may mean that such countries are not deemed to provide an adequate level of protection for your personal information. When transferring your PII to the US or other countries, we have implemented procedures designed to ensure that appropriate safeguards based on risk are in place to protect the PII regardless of where it is being transferred.

To the extent your personal information is transferred to countries outside of the EEA, such transfers will only be made in accordance with applicable data privacy laws. For further information about the safeguards/derogations used, please contact: [compliance@eaglecap.com](mailto:compliance@eaglecap.com).

## **2. Your Rights.**

You have certain rights under the GDPR in respect of the personal information we hold and which you may exercise. These rights are:

- to request access to your personal information;
- to request rectification of inaccurate or incomplete personal information;
- to request erasure of your personal information;
- to restrict the processing of your personal information;
- to object to our use of your personal information;
- where relevant, to request the portability of your personal information;
- where you have given consent to the processing of your personal information, to withdraw your consent; and
- to lodge a complaint with the competent supervisory authority.

Your rights will in each case be subject to the restrictions set out in applicable data protection laws, including the General Data Protection Regulation. Further information on these rights, and the circumstances in which they may arise in connection with our processing of your personal data, can be obtained by contacting us.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact us.

If you have any grievance, issue or problem in respect of our handling or processing of your personal data in any way, you have the right to lodge a complaint with your local data protection supervisory authority, details of which can be found at [https://edpb.europa.eu/about-edpb/board/members\\_en](https://edpb.europa.eu/about-edpb/board/members_en)

## **3. Marketing Communications.**

We may use your personal information to contact you with marketing or promotional materials via our website, but only where you have given us permission to do so. You may opt out of receiving any,

or all, of these communications from us by contacting us at any time at [compliance@eaglecap.com](mailto:compliance@eaglecap.com).

#### 4. Automated Decision Making

We do not use automated processing, including profiling, to make decisions that will have either legal or material effects on the individuals from whom we collect and process personal information.

**Additional Information for Residents of California:** To the extent that you are a resident of California, this section supplements the above Privacy Notice with respect to specific obligations and rights granted under the California Consumer Privacy Act of 2018 (the “CCPA”) as amended and expanded by the California Privacy Rights Act of 2020 (CPRA) to natural person California residents and provides information regarding how such California residents can exercise their rights under the CCPA/CPRA.

##### 1. *Categories of Personal Information We Collect:* Within the last twelve (12) months, we have collected the below categories of personal information from individuals.

Within the last twelve (12) months, we have disclosed each of the following categories of personal information collected with third-party service providers as set forth in “Disclosure of Personal Information” in this Privacy Notice, and we collect personal information from the sources set forth in “How We Gather Personal Information” in this Privacy Notice.

Category of Information Collected	Categories of External Recipients	Disclosed for a Business Purpose as defined in the CCPA
Personal Identifiers	<ul style="list-style-type: none"><li>• Service Providers</li></ul>	Yes
Personal Information	<ul style="list-style-type: none"><li>• Service Providers</li></ul>	Yes
Characteristics of Protected Classes	<ul style="list-style-type: none"><li>• Service Providers</li></ul>	Yes
Investment Related Information	<ul style="list-style-type: none"><li>• Service Providers</li></ul>	Yes
Employment Information	<ul style="list-style-type: none"><li>• Service Providers</li></ul>	Yes
Internet or Other Similar Network Activity	<ul style="list-style-type: none"><li>• Service Providers</li></ul>	Yes

In addition to the categories of external recipients identified above, during the 12-month period prior to the last updated date of this Privacy Notice, we may have disclosed personal information about you to governmental agencies, regulators, and other third parties for the purposes set forth in the “Disclosure of Personal Information” section in this Privacy Notice.

##### 2. Your Rights

You have certain rights under the CCPA in respect of the personal information we hold and which you may exercise. These rights are:

*Deletion Rights:* You have the right to request that we delete any of your personal information that we

retain, subject to certain exceptions, including, but not limited to, our compliance with U.S., state, local and non-U.S. laws, rules and regulations.

*Disclosure and Access Rights:* You have the right to request that we disclose to you certain information regarding our collection, use, disclosure and sale of personal information specific to you over the last twelve (12) months. Such information includes:

- The categories of personal information we collected about you;
- The categories of sources from which the personal information is collected;
- Our business or commercial purpose for collecting such personal information;
- Categories of third parties with whom we share the personal information;
- The specific pieces of personal information we have collected about you; and
- Whether we disclosed your personal information to a third party, and if so, the categories of personal information that each recipient obtained.

*Additional Rights:* Under CCPA/CPRA, you also have the right to:

- Request the correction of any inaccurate personal information maintained by us about you.
- Request that we limit the use and disclosure of your sensitive personal information.
- Choose to opt-out of the sale of personal information or the sharing of personal information for cross-context behavioral advertising. Currently, however, we do not sell or share personal information as defined under the CPRA.

Your rights will in each case be subject to the restrictions set out in the CCPA/CPRA. Further information on these rights, and the circumstances in which they may arise in connection with our processing of your personal data, can be obtained by contacting us.

### **3. Non-Discrimination for Exercising Your Rights**

We follow the requirements of California Civil Code §1798.125 and will not discriminate against any consumer who exercises the rights set forth in this privacy notice.

### **4. Verifying Your Identity**

If you choose to contact us with a request, you will need to provide us with identifying information that matches the PII we currently have about you.

### **5. Authorized Agent**

You have the right to appoint an authorized agent to exercise your rights on your behalf. If you would like to do so, please contact [compliance@eaglecap.com](mailto:compliance@eaglecap.com).

### **6. Accessibility Information**

For consumers with disabilities who need to access this policy in an alternative format, please contact [compliance@eaglecap.com](mailto:compliance@eaglecap.com).

**Updates to Personal Information:** We will use reasonable efforts to keep your personal information up to date. However, you will need to notify us without undue delay in the event of any change in your personal circumstances, or if you believe any of the information we hold about you is inaccurate or incorrect, so that we can keep the personal information up to date.

**This privacy notice was last revised and posted on March 13, 2025.**

**Further Information:** We reserve the right to change this Notice at any time. We will not explicitly notify you of any changes. Instead, you are advised to review this Notice periodically for any changes. Changes to this Notice are effective when they are posted on our website.

**Contact Us:** In order to make a query, raise a concern, avail of your data protection rights or for any other reason related to this privacy notice, please contact us using the below contact details:

**Telephone** +1 (212) 293-4040 (for CCPA related inquiries, please call +1 (877) 313-0155)

**E-mail** [compliance@eaglecap.com](mailto:compliance@eaglecap.com)

**Address** 65 East 55<sup>th</sup> Street, 26<sup>th</sup> Fl New York, NY 10222