

# Eagle Strategies LLC

## Firm Disclosure Brochure

### Form ADV Part 2A

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March 30, 2022

This brochure provides information about the qualifications and business practices of Eagle Strategies LLC. If you have any questions about the contents of this brochure, please contact us at [EagleRegulatory@newyorklife.com](mailto:EagleRegulatory@newyorklife.com) or (888) 695-3245. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Additional information about Eagle Strategies LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Registration with the SEC does not imply a certain level of skill or training.

## Item 2 Material Changes

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This section identifies and discusses material changes we have made to this Firm Disclosure Brochure since our last annual update on March 26, 2021. For more details on each change, please see the items referenced in the summary below. Capitalized terms are defined in the Brochure.

- (A) **DOL Fiduciary; Rollovers.** Where indicated in the Brochure, Eagle and your financial professional act as fiduciaries to “Retirement Investors” under Title I of ERISA or the Internal Revenue Code (as applicable), as described under Section II(a)(1) of Department of Labor Prohibited Transaction Exemption 2020-02 (“PTE 2020-02”). A Retirement Investor is (1) a participant or beneficiary of an employee benefit plan with authority to direct the investment of assets in his or her account or to take a distribution, (2) the beneficial owner of an IRA acting on behalf of the IRA, or (3) a fiduciary of a plan as defined under Section 3(3) of ERISA (a “Plan”) or an IRA.

Both Eagle and your IAR are fiduciaries under PTE 2020-02 with respect to recommendations we make for these accounts, including recommendations to rollover from such accounts. This means that we comply with Impartial Conduct Standards (as defined in PTE 2020-02), including a best interest standard, when providing fiduciary investment advice to you as a Retirement Investor. Our advice is, at the time provided, in your best interest, and based on your investment objectives, risk tolerance, financial circumstances and needs. We do not place the interests of New York Life, NYLIFE Securities, any other affiliates of ours, or the financial professional ahead of yours or subordinate your interests to ours.

Individuals who are rolling over assets from a retirement plan (including defined benefit and defined contribution plans) should carefully consider the benefits of remaining in their existing Plan (e.g., available investment and distribution options or services). Employer sponsored retirement plans may provide additional benefits and advantages, flexibility and protections that are not available under an IRA and you should consult with your financial and tax advisers and experts as well as resources provided or made available by your current or former employer prior to the rollover.

See Item 4A (*Firm Description*), Item 4B (*Advisory Services Offered*) and Item 5C (*Other Fees and Expenses*).

- (B) **Limited Financial Planning Services.** We no longer offer the type of financial planning described in our 2021 Brochure as limited financial planning services. We still offer financial plans, financial seminars and fee based hourly advice, which are described in Item 4B (*Advisory Services Offered*).
- (C) **Co-Advisory Program.** The Co-Advisory Program is a new program in which we act as co-advisers with an unaffiliated Co-Adviser to provide investment advisory services to you. The two available Co-Advisers are Brinker Capital Investments, LLC, available both for Plan and non-Plan clients, and Frontier Asset Management, LLC, available only for Plan clients. For non-Plan clients, we gather information on your financial situation and investment objectives, recommend an overall investment strategy for you, and help you with program documentation. Brinker then determines or recommends an asset allocation and investment products and is responsible for managing your portfolio. For Plan clients, Brinker or Frontier provides a series of investment strategies and corresponding models from which Plan participants may select. Brinker or Frontier is then responsible for managing participants’ portfolios. Eagle’s fees for its services range from 0% to 1.25% of your assets under management, and you pay a separate fee to the Co-Adviser and may pay fees and expenses by other third-party services providers. The Co-Adviser may select mutual funds or ETFs that our affiliates manage. Co-Advisers whose services are offered work with Eagle and our IARs to promote the Co-Advisers’ products. See Item 4B (*Advisory Services Offered*),

Item 4C (*Tailoring Advisory Services to Client Needs*), Item 5 (*Fees and Compensation*), Item 7 (*Account Requirements and Types of Clients*), Item 8 (*Methods of Analysis, Investment Strategies and Risk of Loss*), Item 11B (*Recommendations Involving Securities in Which Eagle Has a Material Interest*), Item 13A (*Periodic Reviews*), Item 16 (*Investment Discretion*) and Item 17B (*Client Voting of Securities*) for more details on the Co-Advisory Program.

- (D) **Solicitor Program.** The Solicitor Program, under which Brinker and Frontier pay us for client referrals, is no longer open to new business. Certain Defined Benefit and Participant Directed Advisory accounts remain in the Solicitor Program as legacy business. See Item 4B (*Advisory Services Offered*) and Item 14A (*Economic Benefits Provided by Third Parties for Advice Rendered to Clients*).
- (E) **Geopolitical Risks.** Geopolitical events, such as the Ukrainian war, have increased market and liquidity volatility and have caused sanctions, trading suspensions and closures. The sanctions include legal, regulatory, currency and economic risks, and additional sanctions may be imposed in the future. The Ukrainian war has had a devastating effect on the Ukrainian and Russian economies, which have expanded to the European economy and worldwide. Certain economic sectors may be particularly affected, including financials, energy, metals and mining, engineering *and* defense and defense-related materials sectors. The duration of the war and the economic and other collateral effects cannot be known. Such events, and other related events, could have a serious negative impact on, among other things, performance, liquidity and valuation of investments. See Item 8B (*Material Risks*).
- (F) **Regulatory Settlement.** On February 1, 2022, without admitting or denying the findings, Eagle settled an administrative action with the Massachusetts Securities Division of the Office of the Secretary of the Commonwealth. The settlement order found that, from November 2018 through the date of the settlement, one of Eagle's investment adviser representatives provided investment advisory services from a place of business in Massachusetts while the representative was not registered in that state. The representative was qualified, registered, and approved to provide investment advisory services on Eagle's behalf from another state before the settlement. Other than the licensing matter, the settlement did not involve any concerns about the representative's conduct as an adviser and there was no impact to any clients or accounts. Eagle agreed to: a cease and desist order; a censure; to timely register and maintain registration of investment adviser representatives in Massachusetts; to review its pertinent policies and procedures; and an administrative fine of \$40,000. See Item 9 (*Disciplinary Information*).

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## Item 4 Advisory Business

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### A. FIRM DESCRIPTION

Eagle Strategies LLC (“Eagle,” “we” or “us”) is an investment adviser registered with the Securities and Exchange Commission (“SEC”) and subject to the Investment Advisers Act of 1940, as amended (“Advisers Act”). Eagle is qualified with appropriate securities authorities to offer investment advisory and financial planning services in all 50 states and the District of Columbia. Eagle is an indirect wholly owned subsidiary of New York Life Insurance Company (“New York Life”). Eagle, taken together with its predecessor entities, has been in business since 1988.

Eagle offers a variety of services through our investment adviser representatives (“IARs”). Eagle’s IARs are licensed or permitted by state securities law to offer investment advisory products and services. IARs must also have the necessary licensing or designations and meet Eagle’s requirements to offer each particular product or program. Registration of Eagle and licensing of its IARs does not imply a certain level of skill or training. IARs are also insurance agents of New York Life and other affiliated insurance companies, New York Life Insurance and Annuity Corporation (“NYLIAC”) and NYLIFE Insurance Company of Arizona and registered representatives of NYLIFE Securities LLC (“NYLIFE Securities”), an affiliated broker-dealer.

Eagle’s primary investment advisory business is providing financial planning and investment management services. All investment advisory activity is based upon each client’s (“you,” “your” or, if you are the employer sponsor of a Plan client, the “Plan Sponsor”) investment objectives. This Firm Disclosure Brochure (“Brochure”) describes different advisory programs offered by Eagle. For a description of the investment advisory services we offer in the Lifetime Wealth Portfolios (“LWP”) Programs, please see Eagle’s Wrap Fee Brochure at [www.eaglestrategies.com/important-disclosures](http://www.eaglestrategies.com/important-disclosures).

**Understanding your Relationship with Eagle.** Your financial professional can choose to offer you different investment solutions, including advisory programs described in this Brochure, other advisory programs described in Eagle’s Wrap Fee Brochure, a brokerage or mutual fund account, or other securities product accounts. There are important differences between advisory accounts and brokerage, mutual fund and other securities product accounts in terms of services provided, costs, how your financial professional is paid, and the obligations of your financial professional and the financial services entity. You should carefully consider the differences between account types and services before opening an Eagle account or choosing to do a financial plan. Please ask your financial professional if you have questions. Eagle may add IARs to or remove IARs from your account, or otherwise change the IAR providing you services, without giving you prior notice.

In offering you advisory services, your financial professional acts as an IAR. Eagle and its IARs have a fiduciary duty, which means that they act in your best interest in light of your investment objectives, financial situation and other circumstances when providing investment advice and eliminate or make full and fair disclosure of all material conflicts of interest. In addition, to the extent that IARs provide services that constitute “investment advice” to Plans or individual retirement accounts subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), Eagle and its IARs are each a “fiduciary” as defined under Section 3(21) of ERISA or the Internal Revenue Code, as applicable.

Where indicated in certain places below, Eagle and your financial professional act as fiduciaries to “Retirement Investors” under Title I of ERISA or the Internal Revenue Code (as applicable), as described under Section II(a)(1) of Department of Labor Prohibited Transaction Exemption 2020-02 (“PTE 2020-02”). A Retirement Investor is (1) a participant or beneficiary of an employee benefit plan with authority to direct the investment of assets in his or her account or to take a distribution, (2) the beneficial owner of an IRA acting on behalf of the IRA, or (3) a fiduciary of a plan as defined under Section 3(3) of ERISA (a “Plan”) or an IRA.

Both Eagle and your IAR are fiduciaries under PTE 2020-02 with respect to recommendations we make for these accounts, including recommendations to rollover from such accounts. This means that we comply with Impartial Conduct Standards (as defined in PTE 2020-02), including a best interest standard, when providing fiduciary investment advice to you as a Retirement Investor. Our advice is, at the time provided, in your best interest, and based on your investment objectives, risk tolerance, financial circumstances and needs. We do not place the interests of New York Life, NYLIFE Securities, any other affiliates of ours or the financial professional ahead of yours or subordinate your interests to ours.

In providing brokerage services, mutual fund and other securities product accounts, your financial professional acts as a registered representative of NYLIFE Securities, makes trades based on your trade-by-trade instructions, and receives transaction-based compensation. Registered representatives do not provide continuous account monitoring and do not have discretion over your account. Some products and services are offered only by certain IARs. Please discuss with your IAR the products they offer.

## **B. ADVISORY SERVICES OFFERED**

We provide the financial planning, foundational analysis, investment management and retirement plan services described below. In addition to the programs and services listed in this Brochure, we also offer other advisory programs (such as LWP Fund Advisory, Separately Managed Account, Representative Directed and Unified Managed Account Programs) that are described in Eagle’s Wrap Fee Brochure at [www.eaglestrategies.com/important-disclosures](http://www.eaglestrategies.com/important-disclosures).

**No Legal, Accounting or Tax Advice.** In all Eagle programs, Eagle and your IAR do not give legal, accounting or tax advice to you. You should consult your own attorney, accountant or tax adviser regarding these matters.

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### **1. FINANCIAL PLANNING SERVICES AND FOUNDATIONAL ANALYSIS SERVICES**

We offer three financial planning programs, which are detailed below. Financial plans and fee-based hourly advice are tailored to individual client needs, by using information provided by the client to address the matters chosen by the client. Financial seminars are not tailored to individual client needs.

A financial plan is based on your situation at a certain point in time. Eagle does not conduct continuous or periodic reviews, monitoring or updates of your financial plan unless you specifically request an update.

When you receive financial planning services, including an hourly plan, or through a seminar, as outlined below, you have sole responsibility for determining whether, when and how to implement any part of a financial plan or planning guidance. You can choose to implement a plan through Eagle or elsewhere. If you do so, resulting transactions are not considered part of the financial planning process and are covered by different arrangements, whether with Eagle or another financial services firm. See “Insurance, Annuities and Securities Brokerage for Financial Planning Services” below for more details on implementing recommendations.

In addition to the financial planning options described in this Brochure, IARs have tools that allow them to provide various financial reviews, typically gap or shortfall analyses. There is no fee for these reviews. IARs can provide a “Foundational Analysis” report, which shows whether you are likely to meet specific financial goals. A Foundational Analysis report is not a financial plan and does not try to address all financial issues that may affect you. We act in our capacity as an investment adviser in providing a Foundational Analysis report.

In providing any other financial reviews that are neither financial plans nor a Foundational Analysis report, IARs act in their capacity as a registered representative of NYLIFE Securities or an agent of New York Life. Your financial services professional is not acting as a fiduciary in providing these services, and the Advisers Act and related obligations under the Advisers Act do not apply. If you have questions about the analysis you have or could receive, the costs or the related role of your IAR, please ask your IAR or call Eagle at (888) 695-3245.

#### **a. Financial Plans**

We offer financial planning services to individuals, closely held or private businesses, and trusts. To prepare a financial plan, your IAR will meet with you to gather information about your financial situation and objectives. Based on the information you provide, your IAR uses one or more software programs to develop a financial plan.

The financial plan provides general advice that is intended to help you achieve your financial objectives. Depending on your needs and goals, the plan may cover a variety of topics, including a net worth analysis, cash flow planning, investment planning, and retirement planning. In some cases, your financial plan will include general recommendations regarding the purchase or sale of securities and insurance (see below) to address needs identified during the planning. These recommendations will not be to buy or sell a specific product or security, but instead will consist of actions to align your portfolio or needs with a recommended asset allocation (e.g., decrease large cap holdings) or insurance need (e.g., increase your life insurance coverage). The precise nature and coverage of a financial plan will vary depending on the planning topics that you choose.

A financial plan is based on your situation at a certain point in time, and our advisory relationship with you ends at the earlier of when we deliver the plan or after nine months (unless both parties agree to an extension). You should consider whether to ask for a review of your plan on a periodic basis or when your financial condition or objectives change. An additional fee is typically charged for updating a financial plan.



## **b. Financial Seminars**

We and our IARs may hold seminars that offer attendees general investment and retirement planning advice. IARs do not offer individualized advice during seminars. Examples of topics covered include the objectives of retirement planning and wealth management. IARs can charge fees to attendees, which consist of a one-time payment for attending the seminar. Our advisory relationship with you ends at the end of the seminar or program.

## **c. Fee-Based Hourly Advice**

IARs can provide advice to you when assisting you with advisory services outside of an established financial plan. In this program, IARs can charge an hourly fee rate for permitted services, which include advice limited to:

- Social security decisions
- Budgeting/debt management
- Mortgage payment decisions
- Major purchase decisions (e.g., lease vs. buy)

Under this program, your IAR will meet with you, as required, to accomplish the stated goals. There is no requirement to deliver any output. The engagement ends once you reach the maximum agreed upon fee, and no later than nine months after the date of your Hourly Financial Planning Agreement.

**Insurance, Annuities and Securities Brokerage for Financial Planning and Foundational Analysis Services.** Financial planning, Foundational Analysis and other advisory services described in this Brochure may give rise to your IAR providing general advice about the need for insurance, annuities or similar financial products. IARs, acting in their capacity as insurance agents or registered representatives, can help you implement financial plan recommendations by offering to sell insurance products issued by New York Life, annuities issued by NYLIAC, and securities products available through NYLIFE Securities. Securities products may include mutual funds and some variable life and annuity products with investment options that are managed by New York Life Investment Management LLC (“NYLIM”), an Eagle affiliate. These products (“Proprietary Products”) are distributed by NYLIFE Distributors LLC, another Eagle affiliate. If you purchase Proprietary Products, our affiliates receive compensation for the services that they provide.

If you choose to buy an insurance, annuity or securities product, your IAR, in their capacity as an insurance agent or registered representative, will receive a commission and will also receive other forms of direct and indirect compensation from New York Life or its affiliates because of the sale. Such commissions and other compensation are in addition to any fee that you pay to the IAR for financial planning services or any fees the IAR earns under the investment advisory programs described below or in the Wrap Fee Brochure at [www.eaglestrategies.com/important-disclosures](http://www.eaglestrategies.com/important-disclosures). Also, certain IARs may also serve as brokers for insurance products issued by unaffiliated insurance companies. IARs have an incentive to recommend products or services to you that result in their receiving additional compensation, including from other companies. We address this conflict by disclosing it to you. All commissions paid to insurance agents of New York Life and its affiliates are within the limits set by Section 4228 of New York State Insurance Law. Please see Item 5 (*Fees and Compensation*) for more information.

Your IAR can offer certain advisory products based on the recommendations in the financial plan. If you choose to invest in an advisory product with your IAR, the IAR will be acting in their capacity as an IAR and those investments would be covered under a program described elsewhere in this Brochure or in Eagle's Wrap Fee brochure at [www.eaglestrategies.com/important-disclosures](http://www.eaglestrategies.com/important-disclosures).

An IAR will be acting solely in their role as an agent of the company issuing the insurance or annuity product when selling such products, or as a NYLIFE Securities registered representative when selling securities products. An individual who is an IAR has different obligations to you and will be subject to a different standard of care when selling insurance, annuity or securities products than when acting as your IAR. You may implement some, all, or none of the recommendations contained in a financial plan through your IAR, and you may also choose to implement recommendations through another financial services firm.

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## 2. EAGLE RETIREMENT PLAN PROGRAM

We offer consulting and advisory services to assist Plan Sponsors of qualified employer-sponsored, participant-directed defined contribution retirement Plans. We may also assist Plan Sponsors with non-fiduciary services such as Plan participant enrollment and providing investment education to participants and beneficiaries.

There are two components of the Eagle Retirement Plan Program, each available to IARs who meet the necessary qualifications: the Eagle Retirement Plan Consulting Program and the Eagle ERISA Investment Manager Program.

**a. *Eagle Retirement Plan Consulting Program (CP)*.** We act as your fiduciary under Section II(a)(1) of PTE 2020-02 when we recommend investments and monitor investment options available through the Plan. These services are, in more detail:

We advise the Plan Sponsor in selecting and monitoring the investment options that the Plan Sponsor makes available to Plan participants. We tailor our advice to the Plan Sponsor based on criteria established by the Plan Sponsor in consultation with us, including any restrictions the Plan Sponsor may wish to impose on the securities recommended. Fi360 (a third-party vendor) evaluates investments against a set of factors and thresholds and allots points based on nine criteria: regulatory oversight, track record, assets in the investment, stability of the organization, composition consistent with asset class, style consistency, expense ratio/fees relative to peers, risk-adjusted performance relative to peers, and performance relative to peers. The points are totaled and compared to all other investments within the peer group. Investments with an Fi360 Fiduciary Score® of 0 meet or exceed all of Fi360's recommended due diligence thresholds. Every other investment is then given a Score of 1-100, representing its percent ranking based on its placement in the distribution of its peer group, with a Score of 100 being the least favorable. We require that investment options selected by the IAR meet a 3-year average Fi360 Fiduciary Score® of 0 to 50.

1. The investment option recommendations must include a minimum of three investment alternatives: a money market fund, a bond fund, and a domestic large cap equity fund. The criteria and methodology for this program are different from those we use in other investment advisory programs. As a result, the recommended investment options may be different than those approved and available in other Eagle advisory programs.

2. Based upon the above criteria, and primarily using the Fi360 database, we will generate at least annually a recommended list of non-proprietary mutual funds, exchange traded funds (“ETFs”) and exchange traded notes (“ETNs”), to the extent your IAR is licensed to offer those types of securities, for the Plan Sponsor to select from. The Plan Sponsor (and not Eagle) is responsible for selecting the mutual funds or exchange traded products to be made available to Plan participants.
3. IARs and the Plan Sponsor meet quarterly to review and update (if necessary) the investment options.

As part of this program, we and the IAR may also provide the following non-fiduciary services:

- Participant education and enrollment services
- Plan Sponsor support services.

If you wish to participate in the program, you sign an Eagle Retirement Plan Consulting Program Agreement (“CP Agreement”).

***b. Eagle ERISA Investment Manager Program (EIMP).*** The IAR helps the Plan Sponsor complete a Client Profile to obtain information about plan design, plan objectives and third-party service providers, which we use to tailor our advice to the Plan Sponsor. In recommending a manager, your IAR and Eagle act as the Plan’s fiduciaries under Section II(a)(1) of PTE 2020-02. Since Eagle and its IARs do not recommend or select the securities in this program, the client should discuss any investment restrictions desired with the recommended managers to see if such restrictions can be accommodated. Once the Plan Sponsor, acting as the Plan’s fiduciary, selects the services to be provided by us and has determined that these services are necessary for the operation of the Plan and the compensation paid to be reasonable, the Plan Sponsor signs an Eagle Retirement Plan Program Agreement (“EIMP Agreement”).

We and the IAR may provide the following ERISA fiduciary services:

- Assisting the Plan Sponsor in selecting a manager (“Manager”) from among managers that we have evaluated to serve as an “investment manager” as defined under Section 3(38) of ERISA. We currently have four Managers available in the program: Brinker Capital Investments, LLC (“Brinker”), Frontier Asset Management, LLC (“Frontier”), Buckingham Strategic Partners (closed to new arrangements) and Morningstar Investment Services LLC (“Morningstar”). IARs may make recommendations that are, among other things, based upon the Manager’s style, process and adherence to style and guidelines; survey data; and fee analysis. The Plan Sponsor has the final approval on hiring and retaining any Manager we recommend.
- Assisting the Plan Sponsor with collecting and evaluating information relating to the ongoing review of the Manager selected and retained by the Plan Sponsor, including reviewing tools and reports provided by the Plan’s Manager or service providers to assist the Plan Sponsor in evaluating the reasonableness of the Manager’s fees and comparing the Manager’s overall performance against applicable, recognized industry indices. An IAR may recommend the replacement of an underperforming Manager but will not make any recommendations to alter the investments or model portfolios selected by the Manager.

As part of this program, we and the IAR may provide the following non-fiduciary services:

- Participant education and enrollment services
- Plan Sponsor support services

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### 3. CO-ADVISORY PROGRAM

Under the Co-Advisory Program, we act as co-advisers with an unaffiliated investment adviser (“Co-Adviser”) to provide investment advisory services to you. The two available Co-Advisers are:

- Brinker Capital Investments, LLC (“Brinker”), available both for Plan and non-Plan clients and
- Frontier Asset Management, LLC (“Frontier”), available only for Plan clients.

More information about each Co-Adviser, including where assets will be custodied, can be found in the Co-Adviser’s Form ADV Part 2A (available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)).

For non-Plan clients, the IAR meets with the client and gathers information on your financial situation and investment objectives. The IAR recommends an overall investment strategy for you and helps you complete program documentation, which is forwarded to Brinker. Brinker determines the asset allocation and investment products (in the case of Brinker’s discretionary programs) or recommends an asset allocation and investment products (in the case of Brinker’s nondiscretionary programs). Brinker is then responsible for managing your portfolio. You enter into a client agreement to which Eagle and the Co-Adviser are also a party.

For Plan clients, Brinker or Frontier provides a series of investment strategies and corresponding models from which Plan participants may select. Brinker or Frontier is then responsible for managing participants’ portfolios. The Plan Sponsor enters into separate agreements with each of Eagle and the Co-Adviser.

In recommending Brinker or Frontier as adviser to a Retirement Investor, and in recommending a program offered by a Co-Adviser, your IAR and Eagle act as fiduciaries under Section II(a)(1) of PTE 2020-02.

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### 4. NON-ADVISORY SERVICES OFFERED (SOLICITOR PROGRAM)

In the Solicitor Program, we act as a solicitor, not an investment adviser, and our IARs refer you to unaffiliated third-party advisers (“Advisers”) that you may select to provide you with investment advisory services through programs offered by that Adviser. IARs can choose either Brinker or Frontier, both of which have entered into a solicitor agreement with Eagle. The Solicitor Program is no longer open to new business. Certain Defined Benefit and Participant Directed Advisory accounts remain in the Solicitor Program as legacy business.

In the Solicitor Program, Eagle and your IAR do not provide advisory services; instead, an unaffiliated Adviser provides advisory services and is responsible for managing your portfolio. We and our IARs receive compensation (sometimes described as referral fees) from the Advisers for introducing clients to them and for providing certain ongoing services. The fees we receive from each Adviser range from 0% to 1.25% of your assets under management with the Adviser. These fees are negotiable, and you pay the amount of our referral fees to the Adviser in addition to the fees charged by the Adviser itself. For more

information, please review the Adviser's paperwork and the solicitor disclosure statement you received when we referred you to the Adviser. Please contact your IAR for details on the fees associated with each Adviser when considering which Adviser is appropriate for you.

We monitor and conduct due diligence on the Advisers our IARs recommend in the Solicitor Program. Your IAR helps you complete program documentation and provides ongoing non-advisory services. The IAR is available to consult with you at least annually to review your account, investment objectives, financial situation, risk tolerance, time horizon and any investment restrictions, in order to communicate applicable changes to your selected Adviser. In addition, at your request, your IAR is available to coordinate meetings between you and the Adviser to review your account's investment allocation, performance and fees.

More information about each Adviser and its roles and responsibilities in programs it offers, including where assets will be custodied, can be found in the Adviser's Form ADV Part 2A (available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)).

## **C. TAILORING ADVISORY SERVICES TO CLIENT NEEDS**

As discussed in more detail in Item 4B (*Advisory Services Offered*), financial planning services (other than financial seminars) and foundational analysis services are tailored to each client and, in the CP and EIMP Programs, we tailor our advice to the Plan Sponsor, which can impose reasonable restrictions on the securities we recommend in the CP Program. We tailor our advice to clients in the Co-Advisory Program, and clients may impose reasonable restrictions on investments.

## **D. PORTFOLIO MANAGEMENT SERVICES WITHIN WRAP FEE PROGRAMS**

Not Applicable.

## **E. MANAGEMENT OF CLIENT ASSETS**

As of December 31, 2021, Eagle had advisory assets of approximately \$20,381,773,886 of which approximately \$18,109,526,631 are regulatory assets under management. In addition, as of December 31, 2021, accounts for which Eagle acts as a solicitor had assets of approximately \$198,184,125.

## **Item 5 Fees and Compensation**

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The fees and compensation listed below are for programs in which we give investment advice or provide financial planning services. For an explanation of fees and compensation for the Solicitor Program, in which we refer you to an unaffiliated investment adviser, please see Item 4B (*Advisory Services Offered*) and Item 14 (*Client Referrals and Other Compensation*) as well as the unaffiliated Adviser's Form ADV Part 2A (available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)).

## A. COMPENSATION AND SCHEDULE OF FEES

### 1. FINANCIAL PLANNING SERVICES AND FOUNDATIONAL ANALYSIS SERVICES

All the fees listed for the programs below (except for certain financial planning seminar services) are negotiable based on factors such as the type and size of the account and the range of services we provide.

#### a. Financial Plans

Fees for financial plans vary based upon a variety of factors including:

- the complexity of issues involved
- the IAR's experience
- the client's net worth and annual household income and
- the client's planning needs

Financial planning fees are negotiable and generally range from \$500 to \$60,000. In some instances, more than one IAR may share the fee.

#### b. Financial Seminars

We sometimes charge a one-time fee to persons attending financial seminars. The fee may be charged to each individual attending the seminar or may be paid by the sponsoring organization that engages the IAR. Any such fees may vary, but are generally in the range of \$35 to \$200 per attendee. These fees are intended to compensate IARs for their time and to cover the costs of written materials, advertisements and other expenses related to providing the seminar.

#### c. Fee-Based Hourly Advice

The hourly fee is negotiable and generally ranges from \$100 to \$400 per hour. Engagements do not exceed 12 hours.

#### d. Foundational Analysis Services

We do not charge you a fee for a Foundational Analysis report.

### 2. EAGLE RETIREMENT PLAN PROGRAMS

Fees for the investment advisory programs are stated below. The amount of compensation we and our IARs receive varies by program and the options selected within a program. This leads to a conflict of interest, as we and our IARs have an incentive to recommend programs and options for which we receive higher compensation. We address this conflict by disclosing it. The fees outlined below are the minimum and maximum dollar amounts or asset-based fee percentages that can be charged to you.

#### **a) Retirement Plan Consulting Program (CP)**

The Plan Sponsor pays a flat fee that covers both fiduciary and non-fiduciary services, as applicable. The annual fee may be up to \$100,000 and is negotiable. We consider the amount of Plan assets when setting this fee. The fee is shown in the CP Agreement and is paid to us either directly by the Plan Sponsor or from the Plan's assets by the recordkeeper. (The recordkeeper is the firm responsible for managing and tracking data within the retirement plan and communicating that information to the Plan Sponsor.)

#### **b) ERISA Investment Manager Program (EIMP)**

Fees are based on assets held in the program and cover both fiduciary and non-fiduciary services, as applicable. The fees, which are negotiable, range from 0.05% to 0.80% of Plan assets and may be tiered based on asset levels. The fee is shown in the EIMP Agreement and is paid to us either directly by the Plan Sponsor or from the Plan's assets (by the recordkeeper).

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### **3. CO-ADVISORY PROGRAM**

Eagle's fees for its services range from 0% to 1.25% of your assets under management. These fees are negotiable, and you pay Eagle's fees in addition to the fees charged by the Co-Adviser. For more information, please review your client agreement with Eagle and the Co-Adviser. Please contact your IAR for details on the fees associated with each Co-Adviser when considering which Co-Adviser is appropriate for you.

## **B. BILLING METHOD**

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### **1. FINANCIAL PLANNING SERVICES**

#### **a. Financial Planning**

You are billed for financial planning fees, which are payable to Eagle. You may be billed as follows: (i) 100% upon signing the Financial Planning Agreement (ii) 50% upon signing the Financial Planning Agreement, with the rest due when your IAR delivers the written financial plan or (iii) in equal installments beginning upon the execution of the Financial Planning Agreement, which may continue beyond the delivery of the written financial plan for up to one year after the agreement date.

If you select payment options (ii) or (iii), you must provide banking details to facilitate automated payments through electronic funds transfer ("EFT").

#### **b. Seminars**

In general, attendees make any payment at or before attending the seminar. In some cases, fees paid by third parties are collected after the seminar is completed. Your IAR gives you instructions on how to pay Eagle.

### c. Fee-Based Hourly Advice

Fees are paid at the time services are rendered based on actual hours worked or in monthly installments based on the hours worked during the previous month. Your IAR gives you instructions on how to pay Eagle.

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## 2. EAGLE RETIREMENT PLAN PROGRAMS

In the CP and EIMP Programs, the Plan Sponsor may either pay the program fees directly or authorize the Plan's recordkeeper or custodian to pay Eagle from Plan assets (and provide such authorization to the recordkeeper or custodian within 30 days of signing the CP Agreement or EIMP Agreement).

In the CP Program, fees are paid annually in advance, or if paid quarterly, within 30 days of each quarter-end in arrears. In the EIMP Program, fees are billed quarterly in arrears. Please see Item 5D (*Prepayment of Advisory Fees*) below for more information.

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## 3. CO-ADVISORY PROGRAM

The Co-Adviser deducts its own and Eagle's fees from your account either monthly or quarterly and pays Eagle's fees to Eagle.

## C. OTHER FEES AND EXPENSES

- 1) ***Manager, Co-Adviser, Adviser and Other Third-Party Service Provider Fees.*** A Plan may incur fees and expenses in addition to those paid to Eagle in the CP and EIMP Programs, including those charged by any Manager and other third parties, including investment-related expenses imposed by product providers, other service providers, brokerage fees, and other fees and expenses charged by the Plan's custodian, third-party administrator and recordkeeper. In the Co-Advisory Program, you pay investment advisory fees charged by your Co-Adviser, as well as Eagle's fees, and fees and expenses charged by any other third-party service providers. In the Solicitor Program, you pay investment advisory fees charged by your Adviser, Eagle's referral fees, and fees and expenses charged by any other third-party service providers. See also "Fees and Expenses of Mutual Fund, ETFs and ETNs" below, which is also applicable to these programs. Please read the Co-Adviser's or Adviser's Form ADV Part 2A for details on its fees and third-party service provider fees.
- 2) ***Fees and Expenses of Mutual Funds, ETFs and ETNs.*** If your account holds mutual funds, ETFs or ETNs (collectively, "Funds"), these securities have their own internal fees and expenses, separate from the program fees described above. The internal fees and expenses include investment management fees, administrative fees, distribution fees ("12b-1 fees") and other fund-level expenses.

Mutual fund companies offer different mutual fund share classes. The expenses, buyer eligibility requirements, 12b-1 fees, shareholder servicing fees and revenue sharing arrangements differ among mutual fund companies as well as among particular share classes of a given mutual fund.



The programs described in this brochure do not offer all share classes offered by a given mutual fund company.

When recommending or selecting mutual fund shares, Eagle, the Manager, the Co-Adviser and the Adviser are not required to pick the lowest cost share class. In CP, your IAR recommends mutual funds according to the program parameters described above and from the list of mutual funds and share classes available to the Plan Sponsor through their platform provider, but the Plan Sponsor makes the final decision on which recommendations will be offered to Plan participants. In the EIMP, Co-Advisory and Solicitor Programs, the Manager, Co-Adviser or Adviser selects the share classes in their portfolios, following their own share class selection practices. Please see the applicable Manager's, Co-Adviser's or Adviser's Form ADV Part 2A (available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)) for details on its process for selecting mutual funds, including the share class, in their portfolios. Eagle reviews Managers', Co-Advisers' and Advisers' mutual fund share class practices as part of its due diligence process.

You may be able to invest in the same mutual funds, ETFs and ETNs outside of the programs offered by Eagle at a lower expense than if purchased through an Eagle program, although if you did so, you would not receive the benefit of Eagle's program services. You might be able to invest in a cheaper share class of the same fund if you invest through another financial services firm or directly with the mutual fund. When determining the reasonableness of fees and expenses you pay under the programs, consider the fees and expenses that Eagle charges in the programs. Also consider any indirect fees and expenses that you incur in connection with mutual fund investments, including the possibility that you are invested in a share class with fees and expenses greater than other share classes for which you are otherwise eligible, and for which an Eagle affiliate earns compensation. Please review the fund's internal fees, Eagle's fees, and any Manager's, Co-Adviser's or Adviser's fee to understand your total costs of investing. Read the fund prospectus carefully for information on the mutual funds and share classes available for your account, including their investment policies, restrictions, charges and expenses.

If you transfer mutual fund shares into your account and redeem them, you may be subject to a deferred sales charge.

- 3) ***Mutual Fund Redemption Fees.*** Some mutual funds charge redemption fees to discourage short-term or excessive trading. Redemption fees are typically assessed when mutual fund shares are sold after being held for a short period of time, as defined in the mutual fund's prospectus. Redemption fees may be incurred because of a liquidation, rebalancing or reallocation of mutual fund shares that were held for less than a period of time specified in the prospectus. These fees are retained by the fund company. Before you sell or liquidate mutual fund shares, consider whether the mutual fund assesses a redemption fee. Please ask your IAR if you have any questions about these fees and see the mutual fund's prospectus for more information.
- 4) ***Important Disclosure for Clients Who Are Rolling Over Retirement Account Proceeds.*** If you are considering rolling over the proceeds of an employer-sponsored retirement plan (e.g., a 401(k) plan) ("Plan") to an Individual Retirement Account ("IRA"), please consider the following:
  - When you roll over Plan proceeds to an IRA with Eagle, you may have more investment options available than in the Plan. If you invest through the Co-Advisory Program described

in this Brochure, your IAR will recommend a Co-Adviser, program and overall investment strategy that is in your best interests. If you invest in an LWP Program described in the Wrap Fee Brochure, your IAR will provide the investment advice described there. Your IRA agreement, Eagle's Form ADV Part 2A, applicable prospectuses and your IAR can provide more information on IRA fees and expenses.

- Individuals who are rolling over assets from a retirement plan (including defined benefit and defined contribution plans) should carefully consider the benefits of remaining in their existing Plan, e.g., available investment and distribution options or services. Employer sponsored retirement plans may provide additional benefits and advantages, flexibility and protections that are not available under an IRA and you should consult with your financial and tax advisers and experts as well as resources provided or made available by your current or former employer prior to the rollover. The Plan may offer different investment options, which may have lower fees and expenses than Eagle's IRA investment options. The Plan may also assess other administrative costs (e.g., recordkeeping and compliance fees) and fees for services such as access to a customer service representative. If you have the option of leaving your money in an existing Plan, consider how satisfied you are with the available investment options and their performance, the Plan's fees, and your ability to obtain guidance on your Plan investments.
- Instead of establishing an IRA, you may also have the option of transferring investments from a prior employer's Plan to a new employer's Plan. If your current employer offers a Plan, contact its Human Resources Department to see if this option is available to you. In considering whether to transfer your assets to a new employer's Plan, consider the Plan itself, the available investment options, the Plan's fees and your ability to obtain guidance on your Plan investments.
- Instead of establishing an IRA, you may also have the option of taking a taxable distribution from the Plan. If you are considering this option, you should ask your tax adviser about potential tax consequences.
- If you hold shares of an employer's stock in your Plan, you should ask your tax adviser about the potentially negative tax consequences of removing those shares from the Plan.
- If you leave your job between age 55 and 59½, you may be able to take penalty-free withdrawals from a Plan. For IRAs, penalty-free withdrawals generally may not be made until age 59½. It may also be easier for you to borrow from a Plan. Your former employer and the Plan documentation may have more details on your options.
- Depending on which state you live in, assets held in a Plan may receive greater protection from creditors than similar assets held in an IRA.
- IARs can provide investment advice on IRA investments in certain programs offered by Eagle, but not legal or tax advice (as with all accounts).

#### **5) Disclosure Pursuant to Section 408(b)2 under ERISA**

*Services.* We offer consulting and advisory services to qualified defined contribution retirement plans through CP and EIMP (together known as the "Eagle Retirement Plan Program") as well as in a co-advisory capacity with Brinker and Frontier. Services offered in these programs are described in Item 4B (*Advisory Services Offered*) of this Brochure and in more detail in the CP Agreement, the EIMP Agreement and the Co-Advisory Program client agreement. Neither we nor our IARs provide recordkeeping services to Plans.

*Status.* To the extent we provide investment advice, we act as a fiduciary under Section 3(21) of ERISA in the Eagle Retirement Plan Program. In the CP Program, the IAR acts as a fiduciary in assisting the Plan in selecting investment options. In the EIMP Program, the IAR acts as a fiduciary in assisting the Plan in selecting an investment manager. In recommending Brinker or Frontier as Co-Adviser to a Plan that is subject to ERISA, and in recommending a program offered by the Co-Adviser, your IAR and Eagle act as fiduciaries under Section II(a)(1) of PTE 2020-02. Eagle and the IAR also provide services in a non-fiduciary capacity, such as in providing participant education and enrollment services and Plan Sponsor support.

*Direct and Indirect Compensation.* In the CP Program, we receive an annual fixed dollar fee either directly from the Plan or from the Plan Sponsor. In the EIMP and Co-Advisory Programs, we receive an asset-based advisory fee either from the Plan or from the Plan Sponsor. These fees are also described in Item 5A (*Compensation and Schedule of Fees*) of this Brochure and in more detail in the CP Agreement, EIMP Agreement or Co-Advisory Program client agreement. We pay IARs a portion of the advisory fee for their services related to the Eagle Retirement Plan Program or Co-Advisory Program. The portion of the advisory fee payable to the IAR ranges from 35% to 93% of the fee we receive. If you would like further information on the current level of compensation your IAR is being paid relating to your account, please call Eagle at (888) 695-3245. Neither we nor any of our affiliates receive any indirect compensation because of services provided to Plans in the CP Program. In the EIMP and Co-Advisory Programs, the Plan also pays fees to the selected managers. In the EIMP and Co-Advisory Programs, there may be indirect compensation to New York Life and its affiliates if a NYL-affiliated manager or fund is selected. In addition, our IARs may receive indirect, non-cash compensation from New York Life in the form of “Council Credits” for the CP, EIMP, Co-Advisory and Solicitor Programs. See Item E (*Other Compensation to Eagle and IARS for the Sale of Securities and Other Investment Products*) for more details on IAR compensation.

*Termination.* Services provided under the Eagle Retirement Plan Program and under the Co-Advisory Program when Frontier is the Co-Adviser can be terminated by the Plan at any time without penalty upon written notice to us. Our services provided under the Co-Advisory Program when Brinker is the Co-Adviser can be terminated by the Plan at any time without penalty upon 30 days’ written notice to us (or sooner if we are in material breach under the Co-Advisory Program client agreement and do not cure that breach). Please see the CP Agreement, EIMP Agreement or Co-Advisory Program client agreement for more information on termination.

- 6) **Comparing Costs.** The fee for your account could be higher or lower than: (i) the costs incurred if you purchased the underlying securities in a brokerage account (ii) the cost of similar services offered through other investment advisory programs at Eagle or elsewhere and (iii) fees charged to clients with similar accounts pursuing similar investment objectives. You should consider these factors and other differences among the programs when deciding whether to invest in an investment advisory or a brokerage account and which investment advisory program or firm best suits your individual needs. Pricing and cost differentials create a conflict of interest for Eagle and its IARs, as we have a financial incentive to recommend programs in which we earn greater compensation. We address this conflict of interest by disclosing it to you.

In addition, the relative cost of the program, as compared to purchasing the services separately, depends on several factors, including:

- The costs associated with receiving the services if provided separately
- The frequency or volume of trading activity in your account and
- The associated costs of trading.

The combination of such fees if charged separately may be higher or lower than a single advisory fee. For more information, please contact your IAR. For more information about brokerage practices, see Item 12 (*Brokerage Practices*) below.

**7) *Proprietary Products and Affiliated Funds.*** Our affiliates receive compensation if investment products they manage (for example, MainStay Funds and IndexIQ ETFs) are purchased in an Eagle account. The MainStay family of mutual funds are managed by New York Life Investment Management (“NYLIM”), and the IndexIQ ETFs are managed by IndexIQ Advisors LLC. Both are distributed through NYLIFE Distributors LLC.

In the CP Program, our IARs are prohibited from recommending products that our affiliates manage. In the EIMP Program, the Manager hired by the Plan fiduciary may select mutual funds or ETFs that our affiliates manage. In the Co-Advisory or Solicitor Programs, the Co-Adviser or Adviser may select mutual funds or ETFs that our affiliates manage. Please see the applicable Manager’s, Co-Adviser’s or Adviser’s Form ADV Part 2A (available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)) for details on their process for selecting mutual funds, including the share class, and exchange traded products in its portfolios.

IARs tend to be more familiar with funds managed by Eagle affiliates than with other providers’ funds because our affiliates sponsor educational, marketing and other events for IARs. This could make our IARs more likely than they would be otherwise to recommend Managers, Co-Advisers or Advisers who use MainStay or IndexIQ funds. While Eagle and our IARs do not receive any portion of the compensation, we have a conflict of interest in offering these products because our affiliates earn compensation and a reputational benefit from having assets invested in funds they manage. Eagle addresses this conflict of interest by disclosing it to you.

## **D. PREPAYMENT OF ADVISORY FEES**

### **a. Financial Planning Services**

For financial plans, some or all of the fee is paid in advance. See Item 5B (*Billing Method*) for more information. You may terminate a Financial Planning Agreement by providing written notice to Eagle. If you terminate the agreement more than five business days after its effective date, we are entitled to compensation for advice already provided, and you will be refunded the remainder of the fees. If we terminate the agreement before delivering the financial plan, you will receive a full refund of any fees paid under the agreement. Additionally, we will refund all fees if the plan is not completed within nine months from the effective date of the Financial Planning Agreement, unless you have agreed to a later delivery date.

For financial planning seminars, attendees generally pay any fee in advance or at the seminar, unless a third party is paying the costs of the seminar. If the fee is paid in advance and the participant is unable to attend the sessions, Eagle generally provides a refund to the individual within 30 days of the last session.

**b. Retirement Plan Consulting Program (CP)**

Fees are paid annually in advance, or if paid in four equal quarterly installments, 30 days after each quarter-end in arrears. You may terminate the CP Agreement by providing written notice to Eagle. If you pay fees annually in advance, and either you or Eagle terminate the CP Agreement before the anniversary of the effective date, you are entitled to a refund for a portion of the fees paid under that agreement for that Plan year. Please contact Eagle to request the refund. If you pay fees quarterly in arrears, and you or Eagle terminates before the next quarterly payment, we are entitled to a quarterly fee, prorated for the number of days in the quarter before the effective date of termination. Please see the CP Agreement for more information on the termination process.

**c. ERISA Investment Manager Program (EIMP)**

Fees are billed quarterly in arrears. The initial fee is prorated based upon the number of days remaining in the initial quarterly period from the date of execution of the EIMP Agreement and will be based upon the market value of the Plan assets at the close of business on the last business day of the initial quarterly period. Thereafter, the quarterly portion of the annual program fees will be based upon the market value of the Plan assets at the close of business on the last business day of the previous calendar quarter (without adjustment for anticipated withdrawals by Plan participants or beneficiaries or other anticipated or scheduled transfers or distributions of assets). If the EIMP Agreement is terminated before the end of a quarter, we are entitled to a quarterly fee, prorated for the number of days in the quarter before the effective date of termination, based on the market value of the Plan assets at the close of business on the effective date of termination.

**d. Co-Advisory Program**

When Brinker is the Co-Adviser, fees are billed monthly or quarterly in advance and based on the market value of the account as of the last business day of the previous billing period and are due the next day. Fees will be payable on the opening of the account for the balance of the billing period, based on the market value of the account as of the date the account is opened and prorated for the number of days remaining in the billing period. A pro-rata portion of any prepaid fees will be returned when the account is closed. No fee adjustment is made for any partial withdrawals during a billing period. If cash or securities or other assets, other than dividends, interest or capital gains distributions on securities held in the account, are deposited into an account, you pay an additional fee, which is charged on such date based upon the market value of the additional assets, prorated for the number of days remaining in the billing period and based on the then-current fee schedule applicable to the accounts and the Programs.

When Frontier is the Co-Adviser, fees are billed quarterly in advance and based on the market value of the account as of the last business day of the previous billing period. For accounts that start during a quarter, Frontier charges a prorated fee for the partial quarter. The prorated fee is based on the value of the account on the first day when Frontier begins to manage the account. Prorated fee refunds are given for accounts that are terminated during a quarter for unearned fees paid in advance of services. The calculation of prorated refunds is based on the last day that Frontier takes any action relating to the

management or administration of the account. No fee adjustment is made for any partial contributions or withdrawals during a billing period.

## **E. OTHER COMPENSATION TO EAGLE AND ITS IARS FOR THE SALE OF SECURITIES AND OTHER INVESTMENT PRODUCTS**

**IAR Compensation.** Eagle and its IARs receive direct and indirect compensation when you participate in programs described in this Brochure. This compensation varies, in part, on the fee you negotiate with your IAR. The amount of compensation may be more or less than Eagle or the IAR would receive if you participated in other programs or if you paid separately for the investment advice, brokerage and other services provided in the programs. Sales compensation varies among the programs described in this Brochure and other programs and financial products offered by Eagle, as well as the various products an IAR may offer in the capacity of a registered representative of NYLIFE Securities or as an insurance agent of New York Life and its affiliates. For example, compensation for many non-Eagle products is structured so that NYLIFE Securities registered representatives and New York Life insurance agents receive most of their compensation upfront rather than, as is the case for Eagle accounts, over the period you are invested in the account. The exact timing and amount of compensation they receive for Eagle and non-Eagle products depends on a number of factors. Please ask your IAR for more details. This difference in sales compensation among the products and programs offered by Eagle, NYLIFE Securities and other New York Life affiliates creates a conflict of interest because an IAR has a financial incentive to recommend certain programs or products instead of others based on how the IAR would be compensated rather than client needs.

IARs earn “Council Credits” from New York Life based on their sales of insurance, securities and investment advisory products, and financial planning fees earned. Council Credits entitle IARs to receive higher payouts for selling certain financial products, such as a greater share of the advisory fee, and entitle them to participate in New York Life sponsored educational, training, and development meetings. Your IAR’s Council Credits also determine their eligibility for retirement, medical and life insurance benefits. Council Credits are earned at different rates across New York Life and its affiliates, including Eagle, based on the formula applying to the program and the particular product recommended. For financial planning and CP, Council Credits are based on the fee you pay for the service. For other programs, Council Credits are based on your initial contribution to open the account and any future contributions to the account. IARs earn Council Credits on “non-core” products, which include Eagle’s programs, only to the extent they have earned an equivalent number of Council Credits on sales of core products (such as life insurance, long term care insurance and annuities issued by New York Life or its affiliates).

Furthermore, IARs must earn a minimum number of Council Credits to affiliate with Eagle initially and to remain qualified to offer Eagle services to new clients.

The differences in calculating Council Credits across programs and products and the minimum amount of credits required to remain qualified to offer Eagle services to new clients create a conflict of interest because IARs have an incentive to recommend some programs or products instead of others. Eagle addresses this conflict by disclosing it.

Managers, Co-Advisers and Advisers whose services are offered in the EIMP, Co-Advisory and Solicitor Programs work with Eagle and our IARs to promote their products. They may pay for training, education

and prospecting events such as seminars for Eagle employees, IARs, clients and prospective clients. For employees and IARs, these events may be held at Eagle's offices, the Manager's, Co-Adviser's or the Adviser's location or off-site locations. The Manager, Co-Adviser or Adviser may pay for travel, meals and accommodations. For certain meetings or events, Eagle reviews the invitee lists and confirms that the agenda is relevant and appropriate for IARs or Eagle employees prior to their participation. Managers, Co-Advisers and Advisers occasionally provide entertainment or gifts of nominal value to employees and IARs. Eagle hosts training and education events and occasionally receives payments from Managers, Co-Advisers and Advisers and other vendors who wish to participate in or attend these events. Please see Item 11A (*Code of Ethics Pursuant to SEC Rule 204A-1*) for more information on how we address these conflicts.

When you buy an insurance product such as life insurance, annuities or long-term care insurance, the IAR, as an insurance agent of New York Life, receives additional compensation (including commissions, service fees, and allowances for expenses and benefits). Compensation paid on New York Life insurance and annuity products is governed and limited by Section 4228 of New York State Insurance Law. As insurance agents, IARs also receive incentive awards for selling insurance products approved by New York Life. Clients may be able to buy recommended insurance products through other brokers or agents not affiliated with New York Life.

Receiving more compensation or other benefits from selling certain products creates an incentive to recommend products based on your IAR's compensation rather than your needs. We address this conflict and other material conflicts described in this Brochure in a variety of ways, including:

- Training our IARs to act in your best interest as part of their fiduciary duty
- Addressing IAR conduct and reinforcing ethical behavior through Eagle's Code of Ethics policy and related supervisory processes and
- Disclosing material conflicts in this Brochure and other disclosure documents, so you can make informed decisions.

While IARs are trained to make recommendations that they believe are in your best interest, the ultimate decision to accept or reject any such recommendations belongs to you. To make educated decisions, we encourage you to ask questions, read all available disclosure materials, and consider all your options. You have the option to purchase investment products that we recommend through advisers, brokers or agents not affiliated with us.

Eagle and your IAR earn compensation if you invest in a program described in this Brochure, so Eagle and your IAR have a financial incentive to recommend such programs. The amount of compensation we and our IARs receive varies by program and by the options selected within a program. This leads to a conflict of interest, as we and our IARs have an incentive to recommend certain programs and options over others. We address these conflicts by disclosing them.

Direct and indirect compensation paid by Eagle and its affiliates to financial professionals may change over time due to business, legal or regulatory considerations. Please see Item 5C (*Other Fees and Expenses*) for more information on conflicts of interest and Item 14 (*Client Referrals and Other Compensation*) for more information on IAR compensation.

## Item 6 Performance-Based Fees and Side-by-Side Management

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Eagle and its IARs do not accept performance-based fees, which are fees based on a share of capital gains or the capital appreciation of the assets within your managed portfolio.

## Item 7 Account Requirements and Types of Clients

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We provide investment advisory services to different types of clients and account types, including individual investors, defined benefit and defined contribution plans, traditional IRAs, Roth IRAs, SEP IRAs, SIMPLE IRAs, trusts, estates, charitable organizations, donor-advised funds, and corporations and other business entities.

Generally, Eagle provides financial planning to clients with a net worth or income greater than \$50,000. Please ask your IAR for more information.

Eagle does not have account size minimums for the Eagle Retirement Plan Program; however, some third-party managers offered in EIMP may have account size minimums. For accounts with values below the required minimum, we or the Plan Sponsor may waive the minimum or charge an additional fee so the account may be established.

Eagle does not have account size minimums for the Co-Advisory Program; however, the Co-Adviser may have account size minimums.

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

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### A. METHODS OF ANALYSIS AND INVESTMENT STRATEGIES

#### a. Financial Planning and Foundational Analysis Services

IARs may use one of the following programs to perform financial planning analyses: eMoney Advisor (Wealth Management Solutions), Planning Shepherd or SunGard Expert Solutions (Advisor Series). You should discuss with your IAR the method and program used in preparing your financial plan. IARs use eMoney Advisor (Wealth Management Solutions) to produce Foundational Analysis reports.

#### b. CP and EIMP

For the CP Program, the IAR provides the Plan Sponsor with Fi360 reports, which are based on the investments in the retirement plan and the IAR's recommendations.

For the EIMP Program, the IAR provides the Plan Sponsor with a proposal, which will include an investment manager recommendation. Such recommendations will be based on the goals and preferences provided by the Plan Sponsor and will be consistent with the investment characteristics identified and preferred by the Plan Sponsor for the Plan.



### c. Co-Advisory Program

For the Co-Advisory Program, the IAR provides the client with a proposal, which will include the Co-Adviser's recommendation. The recommendations will be based on the goals and preferences provided by the client.

## B. MATERIAL RISKS

*Risk of Loss.* With any investment product, including those in our programs, there is a risk of loss, including the loss of the principal amount you invest. The values of investments fluctuate over time. If you invest in securities through any Eagle program, you should be able and prepared to bear the risk of loss if the overall market or your specific investments decline in value. Securities available through Eagle programs (1) are not insured by any regulatory agency and (2) are not deposits, obligations of or guaranteed by Eagle or any other entity.

The following section outlines the risks of specific strategies and securities.

*Tactical Asset Allocation.* Accounts managed using a tactical approach to asset allocation generally trade more frequently and may incur greater trading costs than those using a strategic approach, which can affect investment returns. Their performance may be volatile, and they may underperform in some market cycles.

*Strategic Asset Allocation.* Accounts managed using a strategic approach to asset allocation generally trade less frequently and may have lower trading costs than those using a tactical approach, which can affect investment returns. Their performance may be volatile, and they may underperform in some market cycles.

*Active Management Style.* Returns for actively managed accounts are generally reduced by the typically higher costs of hiring an active professional manager and portfolio trading. Their performance may be more volatile than those using a passive management style, and they may underperform in some market cycles.

*Passive Management Style.* Passively managed accounts normally have lower costs than actively managed accounts because manager and portfolio trading costs are typically lower. Lower costs can affect investment returns. Their performance may be volatile, and they may underperform in some market cycles.

*Frequent Trading.* Frequent trading can affect investment performance through increased brokerage costs, transaction costs and tax consequences.

*Mutual Funds, ETFs and ETNs.* If you buy or hold mutual funds, ETFs and ETNs in your account, please see the relevant prospectus for more information on the risks of investing in a particular fund, as well as investment objectives, fees and expenses. The market price of ETFs and ETNs might not correlate to the value of their underlying assets. ETFs' and ETNs' performance may not mirror the performance of their underlying indices. Operating expenses and other costs are deducted daily from the value of mutual fund,

ETF and ETN assets and lower their rate of return. Please see Item 5C (*Other Fees and Expenses*) for more information on fund expenses.

*Money Market Funds.* Unlike bank certificates of deposit (CDs) or savings accounts, money market mutual funds are not insured by the Federal Deposit Insurance Corporation (FDIC). Money market mutual funds invest in high-quality securities and seek to preserve the value of your investment, but you could lose money. There is no guarantee that you will receive \$1 per share when you redeem your shares. In certain market conditions, redemptions may be suspended. The rate of return of money market funds might not keep pace with inflation.

*Individual Securities.* If you invest in individual securities, your risks include non-diversification and volatility. For instance, the decline in value of one security may not be offset by the increase in value of another security. There is no guarantee that diversification will provide gains or prevent losses. Individual securities can be more volatile than other kinds of investment products.

*Managers', Co-Advisers' and Advisers' Strategies.* For an explanation of any Manager's, Co-Adviser's or Adviser's methods of analysis, investment strategies, and risks, please see the Manager's, Co-Adviser's or Adviser's Form ADV Part 2A (available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)).

Other, more general risks may affect your investments or our operations, including:

*Public Health Crisis.* A public health crisis, pandemic, epidemic or outbreak of a contagious disease, such as the pandemic resulting from the coronavirus that was first identified in 2019, could have an adverse impact on global, national and local economies, which in turn could negatively impact your investments. Disruptions to commercial activity resulting from the imposition of quarantines, travel restrictions or other measures, or a failure of containment efforts, may adversely affect your investments, including by causing supply chain delays or disruptions or staffing shortages. In addition, the imposition of travel restrictions may affect the ability of personnel of Eagle or of our third-party service providers to travel, which could negatively impact our or their ability to effectively evaluate Managers, Co-Advisers and Advisers or to service your account. A pandemic can contribute to volatility in financial markets, including changes in interest rates. A continued public health crisis may have a material and adverse impact on your investment returns. The impact of a public health crisis is difficult to predict, which presents material uncertainty and risk with respect to the performance of your investments.

*Geopolitical Risks.* Geopolitical events, such as the Ukrainian war, have increased market and liquidity volatility and have caused sanctions, trading suspensions and closures. The sanctions include legal, regulatory, currency and economic risks, and additional sanctions may be imposed in the future. The Ukrainian war has had a devastating effect on the Ukrainian and Russian economies, which have expanded to the European economy and worldwide. Certain economic sectors may be particularly affected, including financials, energy, metals and mining, engineering and defense and defense-related materials sectors. The duration of the war and the economic and other collateral effects cannot be known. Such events, and other related events, could have a serious negative impact on, among other things, performance, liquidity and valuation of investments.

*Technology and Cyber Security.* We depend on information technology, telecommunication and other operational systems, including both internal systems and systems used or provided by third-party service providers (such as platform providers, custodians, administrators, financial intermediaries, transfer

agents and other parties to which we or they outsource the provision of services or business operations). These systems may become disabled or fail to operate properly as a result of events or circumstances wholly or partly beyond our or their control. Further, despite implementation of a variety of risk management and security measures, our information technology and other systems, and those of service providers, could be subject to unauthorized access or other security breaches, resulting in a failure to maintain the security, availability, integrity and confidentiality of data assets. In addition, we or our third-party service providers may process, store or transmit electronic information, including information relating to client transactions and personally identifiable information. We have procedures and systems in place that are designed to protect such information and prevent data loss and security breaches. However, 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. Moreover, our third-party service providers are subject to the same electronic information security threats as Eagle. If a service provider does not implement adequate data security policies, or its networks are breached, information relating to client transactions and personally identifiable information may be lost or improperly accessed, used or disclosed. Technology failures or cyber security breaches, whether deliberate or unintentional, including those arising from use of third-party service providers, could have a material adverse effect on our business and could result in, among other things, financial loss, reputational damage, regulatory penalties or the inability to transact business.

*Other Business Interruptions.* Our investment advisory activities or operations could be interrupted or adversely affected by other extraordinary events, emergency situations or circumstances beyond our control, including war, terrorism, accidents, disasters, government macroeconomic policies or social instability.

*Business Continuity and Disaster Recovery Plans.* To mitigate the effects of business disruptions, we may activate our business continuity and disaster recovery plans. These plans may, for example, require our employees to work and access our information technology, communications or other systems from their homes or other remote locations. However, our business continuity and disaster recovery plans may not be successful, or we could be delayed in implementing or recovering our investment advisory activities or operations. For example, we may have issues or delays in accessing our information technology, communications or other systems, which could have a material adverse effect on our business and our ability to service your account.

## **Item 9    Disciplinary Information**

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On April 17, 2020, Eagle settled an administrative action with the SEC. In deciding to enter into this settlement, the SEC considered that Eagle had self-reported its conduct in June 2018 under the SEC's Share Class Selection Disclosure Initiative.

The settlement order found that at times during the period from January 1, 2014 to March 30, 2016, Eagle did not adequately disclose the conflicts of interest associated with clients' purchasing or holding mutual fund share classes that paid distribution and shareholder servicing fees ("12b-1 fees") to its affiliated broker-dealer when lower-cost share classes of the same funds were available. These fees are deducted from the mutual fund's assets and typically paid to the broker-dealer distributing the shares.

Under the terms of the settlement, Eagle, without admitting or denying the findings, consented to a cease and desist order that included a censure and finding of a willful violation of Section 206(2) of the Advisers Act. Eagle agreed to pay disgorgement and prejudgment interest to affected clients totaling \$101,090.46. Additional settlement terms included agreement to: review and, as necessary, correct relevant disclosure documents concerning mutual fund share class selection and 12b-1 fees; and evaluate whether clients should be moved to an available lower-cost share class and, as necessary, move clients to such classes.

Eagle is committed to placing our clients' interest first and fully meeting our fiduciary and regulatory obligations. To that end, we have taken several important steps over the last few years to enhance our disclosures and eliminate conflicts to the extent possible. As of March 31, 2016, Eagle had enhanced client-facing disclosures to fully address conflicts of interest associated with the receipt of 12b-1 fees. Since then, Eagle has also eliminated mutual funds paying 12b-1 fees from its LWP Programs to the extent lower cost mutual fund share classes were available and has moved clients to such share classes as necessary. Since July 1, 2019, Eagle has credited LWP client accounts with all 12b-1 fees received regardless of whether lower cost mutual fund share classes were available.

A copy of the SEC Order is available at: [www.sec.gov/litigation/admin/2020/ia-5480.pdf](http://www.sec.gov/litigation/admin/2020/ia-5480.pdf)

On February 1, 2022, without admitting or denying the findings, Eagle settled an administrative action with the Massachusetts Securities Division of the Office of the Secretary of the Commonwealth. The settlement order found that, from November 2018 through the date of the settlement, one of Eagle's investment adviser representatives provided investment advisory services from a place of business in Massachusetts while the representative was not registered in that state. The representative was qualified, registered, and approved to provide investment advisory services on Eagle's behalf from another state before the settlement. Other than the licensing matter, the settlement did not involve any concerns about the representative's conduct as an adviser and there was no impact to any clients or accounts.

Eagle agreed to: a cease and desist order; a censure; to timely register and maintain registration of investment adviser representatives in Massachusetts; to review its pertinent policies and procedures; and an administrative fine of \$40,000.

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

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### **A. BROKER-DEALER REGISTRATION**

Eagle is not registered as a broker-dealer. All IARs and some Eagle personnel are registered representatives of NYLIFE Securities, an affiliated broker-dealer. Certain New York Life employees registered with Eagle are registered representatives of NYLIFE Distributors LLC instead of NYLIFE Securities based on the services and support they provide to the products underwritten by NYLIFE Distributors LLC.

## B. OTHER REGISTRATIONS

Neither Eagle nor any of its management persons are registered as a futures commission merchant, commodity pool operator or as a commodity trading advisor, or as associated persons of any of these types of entities.

## C. MATERIAL RELATIONSHIPS WITH RELATED PERSONS

Eagle is a wholly owned subsidiary of NYLIFE LLC, which in turn is a wholly owned subsidiary of New York Life Insurance Company, a New York mutual life insurance company. Eagle is also an affiliate of two other insurance companies, NYLIAC and NYLIFE Insurance Company of Arizona. Eagle's affiliated insurance companies' principal business is the sale of individual and group life insurance and annuity contracts. IARs, acting in their capacity as agents of Eagle's affiliated insurance companies, receive compensation for the sale of proprietary insurance and annuity products, as well as for such products that are issued by unaffiliated insurance carriers.

We are affiliated with the following broker-dealers, which are indirect wholly owned subsidiaries of New York Life:

- **NYLIFE Securities** is registered with the SEC as a broker-dealer and is a member of the Financial Industry Regulatory Authority (FINRA). All IARs are also registered as representatives of NYLIFE Securities and, acting in their capacity as registered representatives of NYLIFE Securities, receive commissions or other compensation for the sale of securities products offered through NYLIFE Securities.
- **NYLIFE Distributors LLC** ("Distributors") is registered with the SEC as a broker-dealer and is a FINRA member. It is the principal underwriter of the MainStay mutual funds, which are managed by NYLIM, an Eagle affiliate. Distributors is also the principal underwriter for variable insurance and variable annuity contracts issued by NYLIAC.

Eagle is affiliated with several registered investment advisers. New York Life Investment Management LLC is the manager of the MainStay mutual funds, and other Eagle affiliates are sub-advisers to some of these funds or to third party funds. Eagle is also affiliated with Index IQ Advisors LLC, the manager of the IndexIQ ETFs. Conflicts exist because our affiliates earn management fees and other compensation when our clients invest in funds that they manage. This conflict is mitigated because Eagle and the IAR receive no portion of this compensation.

Currently, Eagle's investment adviser affiliates do not provide investment advisory services directly to Eagle clients. A list of Eagle's affiliated investment advisers can be found in Eagle's Form ADV Part 1.

See Item 5C (*Other Fees and Expenses*) and Item 5E (*Other Compensation to Eagle and IARs for the Sale of Securities and Other Investment Products*) for further discussions of conflicts of interest.

## **D. SELECTION OF OTHER ADVISERS**

Eagle (or its affiliates) has business relationships with some of the third-party advisers that act, or have affiliates that act, as Managers in the EIMP Program for services other than portfolio management. For example, Eagle receives various other services from Morningstar (or an affiliate). IARs could be inclined to recommend a Manager because of their familiarity with the Manager as the provider of other services in the programs. We address this conflict by disclosing it to you.

See Item 14A (*Economic Benefits Provided by Third Parties for Advice Rendered to Clients*) for further discussions of conflicts of interest.

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

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### **A. CODE OF ETHICS PURSUANT TO SEC RULE 204A-1**

The Eagle Strategies Code of Ethics (“Code”) sets out the standards of business conduct for Eagle personnel who are “Supervised Persons” under SEC rules and serves as an ethical blueprint for ensuring that all Eagle clients are treated fairly. In general, Supervised Persons include IARs, staff members and New York Life employees who primarily work on Eagle business. The Code emphasizes Eagle’s core values, our commitment to complying with securities laws, and protecting and preventing the misuse of material nonpublic information. The Code also contains ethical standards applying to IARs including guidelines on fiduciary responsibilities and restrictions on giving and receiving gifts. In addition, certain individuals are considered “Access Persons” under the Code and are subject to additional requirements on personal trading noted below. Access Persons include IARs and other personnel with access to nonpublic information on client transactions or who are involved in or have access to securities recommendations to clients. The Code is one of the tools we use to mitigate some of the conflicts of interest described in this Brochure.

We will provide the Code to all clients and prospective clients upon written request to:

Eagle Strategies LLC  
Attn: Eagle Regulatory Support & Oversight  
51 Madison Avenue  
Floor 3B, Room 0304  
New York, NY 10010

### **B. RECOMMENDATIONS INVOLVING SECURITIES IN WHICH EAGLE HAS A MATERIAL FINANCIAL INTEREST**

An Eagle financial plan or Foundational Analysis report does not recommend specific products. After presenting a financial plan or Foundational Analysis report, our IARs may offer various insurance products (acting as an agent for New York Life or its affiliated insurance companies), NYLIFE Securities products (acting as a registered representative of NYLIFE Securities) or Eagle advisory services (acting as an IAR). You are free to decide whether to carry out any of the plan or report recommendations and whether to

implement any recommendations through Eagle, its affiliates or through any other person or financial services firm.

In the EIMP Program, the Co-Advisory Program and the Solicitor Program, a Manager, Co-Adviser or Adviser may recommend a mutual fund or ETF that is managed by an Eagle affiliate. Since the Manager, Co-Adviser or Adviser, not Eagle or your IAR, has discretion over the securities bought and sold in your account, Eagle and the IAR cannot restrict the use of affiliated funds. You may be able to direct that the Manager, Co-Adviser or Adviser implement investment restrictions that would prevent such purchases. Please review the Manager's, Co-Adviser's or Adviser's Form ADV Part 2A (available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)). You may also work with your IAR to select a new Manager, Co-Adviser or Adviser. In the CP Program, our IARs cannot recommending products that our affiliates manage.

See Item 5C (*Other Fees and Expenses*) for a further discussion of conflicts of interest.

## **C. CONFLICTS IN CONNECTION WITH PERSONAL TRADING**

Under the programs described in this Brochure, your IAR may from time to time recommend to you:

- Securities in which we, an IAR, or an Eagle affiliate invests or otherwise has a material financial interest or
- Securities at or about the same time that we, an IAR, or an Eagle affiliate buys or sells the same securities for their own account or for the accounts of other clients.

A conflict arises where Eagle, an IAR or an Eagle affiliate takes an action with a security that disadvantages a client purchasing or selling the same security. Also, Eagle's affiliates periodically acquire confidential information about the funds available in the programs described in this Brochure; however, Eagle does not coordinate advisory activities with its investment adviser affiliates. The Code specifies procedures designed to detect unethical trading practices. These procedures do not apply to the programs in this Brochure, as your IAR is not recommending or making specific trades for any client in these programs.

## **D. CONFLICTS IN CONNECTION WITH TIMING OF PERSONAL TRADING**

The Code specifies personal securities transaction procedures to monitor covered persons' personal trading activities, which are designed to detect unethical trading practices. These procedures do not apply to the programs in this Brochure, as your IAR is not recommending or making specific trades for any client in these programs.

## **Item 12 Brokerage Practices**

### **A. SELECTION OF BROKER-DEALERS**

For the programs in this Brochure, Eagle does not select, recommend or route transactions to a broker-dealer. Clients should review the Plan Sponsor, Manager, Co-Adviser or Adviser documents for information on brokerage services, including how brokers are selected and charges for executing transactions.

## **B. AGGREGATION OF TRADES ACROSS MULTIPLE CLIENT ACCOUNTS**

For the programs in this Brochure, Eagle does not aggregate any purchases or sales of securities for client accounts. Clients should review the Plan Sponsor, Manager, Co-Adviser or Adviser documents for information on their trade aggregation practices.

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

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## **A. PERIODIC REVIEWS**

Eagle and its IARs do not review financial plans or Foundational Analysis reports once they are issued. Clients wishing to update their financial plans or Foundational Analysis reports need to request a new plan or report and, for new financial plans, will generally pay an additional fee.

In CP, your IAR reviews and reports to you at least quarterly on the performance of your Plan's recommended funds and any other significant developments regarding those funds.

In EIMP, your IAR reviews your account's performance and fees, and any significant developments regarding the Manager, at least quarterly. Your IAR also meets with you at least semi-annually to review your Plan. Eagle or Envestnet|PMC, an unaffiliated service provider selected by Eagle, evaluates the Managers offered through EIMP. These Managers are then reviewed by Eagle's Investment Committee, which includes representatives from Eagle's Product department, Eagle senior management and legal and compliance personnel. To continue to be offered, these Managers must continue to perform in line with their stated mandates and must not be the subject of any outstanding material compliance or regulatory concerns. Eagle may, at times, increase the level or frequency of monitoring of Managers available in EIMP.

For non-Plan clients in the Co-Advisory Program, your IAR will consult with you at least annually to review your financial situation, investment objectives and any investment restrictions. Your IAR determines whether your selected Co-Adviser, program and strategy continue to be in your best interest and communicates applicable changes in your strategy or information to your selected Co-Adviser. In addition, at your request, your IAR is available to coordinate meetings between you and the Co-Adviser to review your account's investment allocation, performance and fees. For Plan clients in the Co-Advisory Program, your IAR will meet with the Sponsor at least annually to determine whether the Sponsor wants to make any changes in the strategies and models available to Plan participants.

Eagle or Envestnet|PMC evaluates many of the investment advisory services available through Co-Advisers in the Co-Advisory Program and Advisers in the Solicitor Program. In such cases, Eagle's Investment Committee reviews various data every quarter and reviews the Co-Advisers and Advisers in more detail annually. To continue to be offered, these Co-Advisers and Advisers must continue to perform in line with their stated mandates and must not be the subject of any outstanding material compliance or regulatory concerns. Eagle may, at times, increase the level or frequency of monitoring of Co-Advisers in the Co-Advisory Program or Advisers in the Solicitor Program. Please ask your IAR for details on the whether this review process applies to the particular investment advisory service you select in the Co-Advisory Program or Solicitor Program.



In the Solicitor Program, your selected Adviser is responsible for managing your portfolio. While our IARs do not provide advisory services in the Solicitor Program, your IAR is available to consult with you at least annually to review your account, investment objectives, financial situation, risk tolerance, time horizon and any investment restrictions, and will communicate applicable changes to your selected Adviser. In addition, at your request, your IAR is available to coordinate meetings with you and the Adviser to review your account's investment allocation, performance and fees.

On an annual basis, the Managing Partner who supervises the office to which your IAR is assigned, or another designated person in that office, reviews a sample of Eagle client files for each IAR assigned to that office to check for compliance with Eagle's documentation policies and to confirm the IAR's understanding of certain Eagle policies.

## **B. NON-PERIODIC REVIEWS**

Non-periodic reviews are available upon request.

## **C. REGULAR REPORTS PROVIDED TO CLIENTS**

Financial planning clients and clients who received Foundational Analysis reports receive no regular reports from us. If you wish, you may ask your IAR to update your plan or report (in the case of a financial plan, for an additional fee).

CP clients receive a written quarterly Fi360 monitoring report from their IAR. EIMP clients receive statement information from their recordkeeper.

For information on reports provided by your Manager, Co-Adviser or Adviser, please see its Form ADV Part 2A (available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)).

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

### **A. ECONOMIC BENEFITS PROVIDED BY THIRD PARTIES FOR ADVICE RENDERED TO CLIENTS**

We have grandfathered cash solicitation arrangements with Brinker and Frontier. (As discussed in Item 4.B above, these arrangements are not open to new business.) We and our IARs receive compensation for having introduced clients to these Advisers and for providing certain ongoing services. This compensation is typically equal to a percentage of the investment advisory fee charged by an Adviser (which, in turn, is based on the total assets being managed by the Adviser on a client's behalf). This compensation is generally paid to us by each Adviser on a monthly or quarterly basis, and we pay a portion to the IAR. Additional disclosure, including applicable Forms ADV and solicitor disclosure documents, are provided to you at the time of solicitation in accordance with Rule 206(4)-3 under the Advisers Act.

Please see Item 5E (*Other Compensation to Eagle and IARs for the Sale of Securities and Other Investment Products*) above for more information on conflicts of interest relating to fees and compensation.

Receipt of compensation, and differentials in compensation, create a conflict of interest. We address this conflict through disclosure.

## **B. COMPENSATION TO NON-ADVISORY PERSONNEL FOR CLIENT REFERRALS**

Some IARs have entered into agreements under which they pay for client leads generated by a third party. The compensation paid to the third party depends on the number of leads generated and the potential client's stated investable asset level. Eagle is not a party to those agreements and makes no payments under them.

### **Item 15 Custody**

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Eagle does not have custody of any client assets in the programs described in this Brochure.

### **Item 16 Investment Discretion**

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In CP, the Plan Sponsor decides what recommended funds, ETFs, or ETNs will be available to Plan participants. Please see the appropriate Plan documents for information on how the Plan works, including who makes the investment decisions for Plan participants.

Managers in EIMP exercise discretion over client accounts. You directly grant discretion to the Manager. In some programs offered by a Co-Adviser or Adviser, the Co-Adviser or Adviser exercises discretion.

In certain limited instances, we may also permit an IAR to hold a power of attorney or act as a trustee over a family member's Eagle account, which also involves an IAR exercising discretionary authority over client assets.

### **Item 17 Voting Client Securities**

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## **A. PROXY VOTING POLICIES AND PROCEDURES**

Eagle does not have authority to vote proxies, handle corporate actions or participate in any legal proceedings involving security holdings for programs in this Brochure.

## **B. CLIENT VOTING OF SECURITIES**

Eagle does not have authority to vote proxies, handle corporate actions or participate in any legal proceedings involving account holdings for programs in this Brochure. We also do not provide advice to clients on these matters, and you should not contact Eagle or your IAR with questions about proxy solicitations, corporate actions or legal proceedings. The client agreement you sign with the Manager, Co-Adviser or Adviser, together with its Form ADV Part 2A (available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)), describe whether it will vote proxies, respond to corporate actions, or participate in legal proceedings on your behalf, and how you will get your proxies or other solicitations

## Item 18 Financial Information

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### **A. BALANCE SHEET**

A copy of our most recent audited financial statement, including balance sheet, is attached.

### **B. FINANCIAL CONDITION**

We are not aware of any financial condition reasonably likely to impair our ability to meet contractual commitments to clients.

### **C. BANKRUPTCY PETITIONS DURING THE PAST TEN YEARS**

We have never filed a bankruptcy petition, nor have we ever been subject to an involuntary bankruptcy petition.

# **Eagle Strategies LLC**

(An affiliate of New York Life Insurance Company)

## **Statement of Financial Condition**

**December 31, 2021**

**Eagle Strategies LLC**  
(An affiliate of New York Life Insurance Company)  
**Index**  
**December 31, 2021**

(in US dollars)

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## **Report of Independent Auditors**

To the Management and Board of Managers of Eagle Strategies LLC

### ***Opinion***

We have audited the accompanying statement of financial condition of Eagle Strategies LLC (the “Company”) as of December 31, 2021, including the related notes (referred to as the “statement of financial condition”).

In our opinion, the accompanying statement of financial condition presents fairly, in all material respects, the financial position of the Company as of December 31, 2021 in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors’ Responsibilities for the Audit of the Statement of Financial Condition section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Responsibilities of Management for the Statement of Financial Condition***

Management is responsible for the preparation and fair presentation of the statement of financial condition in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of a statement of financial condition that is free from material misstatement, whether due to fraud or error.

In preparing the statement of financial condition, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company’s ability to continue as a going concern for one year after the date the statement of financial condition is available to be issued.

### ***Auditors’ Responsibilities for the Audit of the Statement of Financial Condition***

Our objectives are to obtain reasonable assurance about whether the statement of financial condition as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditors’ report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the statement of financial condition.



In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the statement of financial condition, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the statement of financial condition.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the statement of financial condition.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

*PricewaterhouseCoopers LLP*

New York, NY  
March 25, 2022

**Eagle Strategies LLC**  
**(An affiliate of New York Life Insurance Company)**  
**Statement of Financial Condition**  
**December 31, 2021**

(in US dollars)

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**Assets**

Cash and cash equivalents	\$ 5,575,257
Investments	32,810
Financial planning fees receivable	55,161
Wrap fees receivable	786,000
Receivable from NYLIFE Securities LLC	1,116,885
Federal income taxes receivable from New York Life Insurance Company	144,530
Loan receivable	305,087
Prepaid expenses and other assets	385,340
Prepaid commission expense	3,193,633
Deferred tax asset	215,745
<b>Total assets</b>	<b>\$ 11,810,448</b>

**Liabilities and Member's Equity**

Commissions payable	\$ 852,593
Deferred fee income	4,009,837
Deferred investment fee plan	839,310
Other accrued liabilities	310,600
Payable to New York Life Insurance Company	731,717
<b>Total liabilities</b>	<b>6,744,057</b>
Total member's equity	5,066,391
<b>Total liabilities and member's equity</b>	<b>\$ 11,810,448</b>

The accompanying notes are an integral part of this financial statement.



# **Eagle Strategies LLC**

(An affiliate of New York Life Insurance Company)

## **Notes to Statement of Financial Condition**

**December 31, 2021**

(in US dollars)

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### **1. Organization and Business**

Eagle Strategies LLC (the “Company”) is a wholly-owned subsidiary of NYLIFE LLC (a wholly-owned subsidiary of New York Life Insurance Company, “NYLIC”). The Company is a Registered Investment Adviser with the Securities and Exchange Commission (“SEC”). The Company provides financial planning and investment advisory services to clients through associated financial advisors (“Advisors”) who are registered with NYLIFE Securities LLC (“Securities”), an affiliated broker-dealer and wholly-owned subsidiary of NYLIFE LLC.

### **2. Basis of Presentation**

The accompanying Statement of Financial Condition has been prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”).

A summary of significant accounting policies is included in Note 3 - Summary of Significant Accounting Policies.

### **3. Summary of Significant Accounting Policies**

#### **Use of Estimates**

The preparation of this Statement of Financial Condition in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Statement of Financial Condition. Actual results could materially differ from those estimates.

#### **Cash and Cash Equivalents**

Cash and cash equivalents include cash in banks and a money market account that is payable on demand and is discussed in Note 5 - Fair Value Measurement.

#### **Investments**

Investments primarily consist of money market funds in a Lifetime Wealth Portfolio (“LWP”) managed account.

LWP is an investment advisory program, offered through the Company that provides professional money management by independent third-party sub-advisors. The Company’s money market funds within the managed account are recorded at fair value. Investments carried at fair value are discussed in Note 5 - Fair Value Measurement.

#### **Measurement of Credit Losses on Financial Instruments**

The Company adopted ASU 2016-13 Measurement of Credit Losses on Financial Instruments effective January 1, 2020. This ASU requires the use of a current expected credit loss (“CECL”) model when accounting for expected credit losses on financial assets reported at amortized cost.

The Company’s receivables in scope for this ASU are financial planning, wrap fees, loan receivable, and prepaid commission expense which are reviewed to determine whether a valuation allowance for CECL is required. The Company generally does not hold any allowance for credit losses against these receivables because of their short-term nature, the remote probability of

**Eagle Strategies LLC**  
(An affiliate of New York Life Insurance Company)  
**Notes to Statement of Financial Condition**  
**December 31, 2021**

(in US dollars)

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default by the counterparty, the presence of other credit protections in an event of default, or a policy for timely write off.

**Commissions payable**

Commissions payable are amounts due to Advisors for financial planning and investment advisory services performed for the Company's clients and are calculated based on financial planning and wrap fees receivable.

**Deferred fee income**

Deferred fee income consists of financial planning fee income not yet earned.

**Deferred Investment Fee Plan**

The Company maintained a Deferred Investment Fee Plan ("DIF") for Advisors, which was a non-qualified, unfunded plan that allowed eligible financial Advisors to defer a percentage of their wrap fee commissions. Under the DIF, deferral balances were credited with returns. Advisors could take distributions from the DIF on an annual basis.

A large majority of payment obligations under this plan were transferred to NYLIC in 2020. At December 31, 2021 the total amount payable to Advisors that was not transferred was \$839,310 and is reflected on the Statement of Financial Condition. When these remaining balances are credited with returns, the Company increases the deferred investment fee plan liability.

**Business Succession Program**

The Company maintains a Business Succession Program for approved Advisors. The program allows a successor Advisor ("Successor") to provide investment advisory services to clients of a senior Advisor ("Senior") upon the Senior's retirement, disability or death with the Successor agreeing to pay the Senior a Succession Fee in annual installments ranging from three to ten years. The Company enters into a Loan and Security agreement with the Successor to finance the Succession Fee. The Successor repays the loan, with interest, using investment advisory fees from services that the Successor provides to the succeeded clients. Accordingly, the Company records an asset for the loan amount and accrued interest on the Statement of Financial Condition. As of December 31, 2021, there are accrued loans of \$304,766 and interest receivable of \$321 which is reflected in loan receivable on the Statement of Financial Condition.

**Accrued Litigation Expense**

Litigation expenses are accrued when they become probable and estimable.

**Income Taxes**

For U.S. federal income tax purposes, the Company is treated as a limited liability company whose federal taxable income or loss flows through NYLIC and is included in the group's U.S. federal consolidated income tax return. The consolidated income tax provision or benefit is allocated among the members of the group in accordance with a tax allocation agreement. The tax allocation agreement provides that the Company computes its income tax provision or benefit, in general, on a separate company basis and may, where applicable, include the tax benefits of operating or capital losses utilizable in NYLIC's consolidated returns. Intercompany tax balances are generally settled quarterly on an estimated basis with a final settlement within 30 days of the filing of the consolidated return. Current federal income taxes are charged or credited to operations based

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upon amounts estimated to be payable or recoverable as a result of taxable operations for the current year and any adjustments to such estimates from prior years.

State and local tax returns are generally filed separately. In those cases where the Company's results are included with NYLIC's state tax filings, the Company is charged or credited for state taxes paid by NYLIC only to the extent that the Company's income/loss increases or reduces NYLIC's state tax liability. However, in years where NYLIC's own income level requires it to pay a flat state tax and the Company's income/loss does not affect NYLIC's state tax liability, no state tax liability or benefit is allocated to the Company pursuant to the tax allocation agreement.

Deferred federal income tax assets and liabilities are recognized for expected future tax consequences of temporary differences between GAAP and taxable income. Temporary differences are identified and measured using a balance sheet approach whereby GAAP and tax balance sheets are compared. Deferred income taxes are generally recognized based on enacted tax rates and a valuation allowance is recorded if it is more likely than not any portion of the deferred tax asset will not be realized.

In accordance with the authoritative guidance related to income taxes, the Company determines whether it is more likely than not that a tax position will be sustained upon examination by the appropriate taxing authorities before any part of the benefit can be recorded in the financial statements. The amount of tax benefit recognized for an uncertain tax position is the largest amount of benefit that is greater than fifty percent likely of being realized upon settlement. Unrecognized tax benefits are combined within other liabilities and are charged to earnings in the period that such determination is made. The Company classifies interest and penalties related to tax uncertainties as income tax expense.

**Guarantees**

Under the business succession program, the Company acts as guarantor with respect to a Successor's obligation to pay succession fees up to the total maximum amount and the annual maximum amounts set forth in the Loan and Security agreement between Successor and Senior.

At December 31, 2021, the Company had no recorded liabilities with this guarantee. Under current Loan and Security Agreements, the Company could be liable for guaranteeing \$2,259,379 of succession fees in future years.

**4. Business Risks and Uncertainties**

Underperforming or volatile market performance may adversely affect the Company's investment offerings and cause potential purchasers of these offerings to refrain from new or additional investments and may cause current investors to withdraw from the market or reduce their rates of ongoing investment. Poor market performance may impact the value of the assets under management in clients' managed accounts. Changes in the regulatory environment may also adversely affect the Company's investment offerings. These factors could impact the financial condition of the Company.

The Company is subject to concentration credit risk when its cash deposits at a financial institution exceed the Federal Deposit Insurance Corporation ("FDIC") insurance of \$250,000. At December 31, 2021 the Company had no deposits in excess of the FDIC insured limit.

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The Company relies on technology systems and solutions to conduct business and to retain, store and manage confidential information. The failure of the Company's technology systems and solutions, or those of a vendor, for any reason including cyber incidents has the potential to disrupt its operations, result in the loss of customer business, damage the Company's reputation, and expose the Company to litigation and regulatory action, all of which could adversely impact its profitability.

The disruption caused by the COVID-19 pandemic continues to have a major impact on the global economy and financial markets. The ultimate extent of the impact will depend on numerous factors, all of which are highly uncertain and cannot be predicted. These factors include the length and severity of the outbreak, including the impact of new variants of the virus and the efficacy of vaccines and therapeutic treatments in combating the virus, the effectiveness of responses to the pandemic taken by governments and private sector businesses, and the impacts on the Company's customers and vendors. The Company continues to monitor the economic environment and other potential impacts relating to the COVID-19 pandemic and believes it will not have an adverse impact on its operating results or member's equity.

**5. Fair Value Measurement**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The authoritative guidance around fair value establishes a framework for measuring fair value that includes a hierarchy used to classify the inputs used in measuring fair value. The hierarchy prioritizes the inputs to valuation techniques used to measure fair value into three levels. The level in the fair value hierarchy within which the fair value measurement falls is determined based on the lowest level input that is significant to the fair value measurement.

The three levels of the fair value hierarchy based on the inputs to the valuation are as follows:

- |         |  |
|---------|--|
| Level 1 | Fair value is based on unadjusted quoted prices for identical assets or liabilities in an active market. Active markets are defined as a market which many transactions occur with sufficient frequency and volume to provide pricing information on an ongoing basis.   |
| Level 2 | Fair value is based on observable inputs, other than Level 1 inputs, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other model driven inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Valuations are generally obtained from third-party pricing services for identical or comparable assets or through the use of valuation methodologies using observable market inputs. |
| Level 3 | Instruments whose values are based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement. These inputs reflect management's own assumptions in pricing the asset or liability.  |

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**Determination of Fair Values**

The Company has an established process for determining fair value. Security pricing is applied using a hierarchy approach whereby publicly available prices are first sought from third party pricing services.

The following table represents the balances of assets measured at fair value on a recurring basis as of December 31, 2021:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Cash equivalent				
Money market fund	\$ 5,378,614	\$ -	\$ -	\$ 5,378,614
Total cash equivalent	\$ 5,378,614	\$ -	\$ -	\$ 5,378,614
Investments				
Money market funds	\$ 32,810	\$ -	\$ -	\$ 32,810
Total Investments	\$ 32,810	\$ -	\$ -	\$ 32,810

The following is a description of the valuation methodologies used to determine fair value, as well as the general classification of such instruments pursuant to the fair value hierarchy.

**Cash Equivalents**

Cash equivalents include a money market fund. The money market fund's fair value is based on unadjusted quoted prices in active markets and is classified as Level 1.

**Investments**

Investments carried at fair value include money market funds held in a managed account. Money market funds fair value is based on unadjusted quoted prices in active markets and are classified as Level 1.

**Transfers Between Levels**

Transfers between levels may occur due to changes in valuation sources, or changes in the availability of market observable inputs, which generally are caused by changes in market conditions such as liquidity, trading volume or bid-ask spreads. The Company's policy is to assume the transfer occurs at the beginning of the period. During the year ended December 31, 2021, there were no transfers between Levels 1 and 2. There were no Level 3 assets or liabilities during the year and no transfers into or out of Level 3 during the year.

**6. Related Party Transactions**

The Company, under a service agreement with Securities is billed by Securities for separately identifiable brokerage services, including clearing and custody services, provided to the Company through Securities' nonaffiliated clearing broker in connection with the Company's investment advisory programs. At December 31, 2021, there is a net receivable related to brokerage services with Securities of \$1,116,885 which is reflected in receivable from NYLIFE Securities LLC on the Statement of Financial Condition.

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The Company is party to a service agreement with NYLIC whereby NYLIC provides services to the Company. The Company is charged for certain services based upon separately identifiable actual costs incurred. The services include personnel, office, other services, administrative and professional fees. Also pursuant to the service agreement with NYLIC, the Company is charged administrative expenses from NYLIC which are specifically identifiable to the Company or allocated by NYLIC principally through analyses of time spent on matters relating to the Company or pursuant to agreed upon formulas. At December 31, 2021, there is a payable for these services with NYLIC of \$731,717 which is reflected in payable to New York Life Insurance Company on the Statement of Financial Condition.

**7. Income Taxes**

Pursuant to the tax allocation agreement (see Note 3 - Significant Accounting Policies), as of December 31, 2021 the Company had a net income tax receivable of \$144,530.

Deferred income taxes are generally recognized, based on enacted tax rates, when assets and liabilities have different values for the Statement of Financial Condition and tax purposes.

The components of the net deferred tax asset reported as of December 31, 2021 are attributable to the following temporary differences:

<b>Deferred tax assets</b>	
Deferred compensation	\$ 176,255
Depreciation	21,986
Non-deductible reserves	17,504
Deferred tax asset	<u>\$ 215,745</u>

As of December 31, 2021, the Company has no federal net operating or capital loss carryforwards.

A valuation allowance against the deferred tax asset established at the date of the Statement of Financial Condition is not considered necessary because it is more likely than not the deferred tax asset will be realized.

As a member of NYLIC's consolidated group, the Company's federal income tax returns are routinely audited by the Internal Revenue Service ("IRS") and provisions are made in the financial statements in anticipation of the results of these audits. The IRS has completed audits through 2010 and tax years 2011 through 2013 are currently with the IRS. The Company believes that its recorded income tax liabilities are adequate for all open years.

The Company did not have any uncertain tax positions as of December 31, 2021.

**8. Subsequent Events**

The Company has performed an evaluation of events that have occurred subsequent to December 31, 2021, and through March 25, 2022, the date of the filing of this report. There have been no material subsequent events that occurred during such period that would require disclosure or would be required to be recognized in the statement of financial condition as of December 31, 2021.