

Form ADV Part 2A Appendix 1: Wrap Fee Program Brochure
Item 1 Cover Page

**Bamboo Robo Advisor Inc.
D/B/A WealthGap (NY)
8 The Green Suite 4531
Dover, Delaware 19901
(WealthGap Management Program)
CRD No. 305500
www.ewealthgap.com**

This Wrap Fee Program Brochure provides information about the qualifications and business practices of Bamboo Robo Advisor Inc. If you have any questions about the contents of this brochure, please contact us at (917) 831-0242 and/or support@ewealthgap.com.

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 Bamboo Robo Advisor Inc. also is available on the SEC's website at www.adviserinfo.sec.gov.

Bamboo Robo Advisor Inc.'s registration as an investment adviser does not imply a certain level of skill or training.

Effective Date: September 26, 2019

Item 2 Material Changes

Last Annual Update: March 20, 2024

Summary of Material Changes

This section will be updated as required in the event any material changes are made to the Bamboo Robo Advisor Inc. Firm Wrap Fee Program Brochure (the “Wrap Fee Brochure”)

- There are no material changes to report at this time.

Delivery Requirements

We will provide a summary of any material changes to this Wrap Fee Brochure to our clients at least annually, within 120 days of our fiscal year end. Furthermore, we will provide our clients with other interim disclosures about material changes as necessary.

A complete copy of our current Form ADV Part 2A and/or 2B may be requested free of charge by contacting us by telephone at (917) 831-0242 and/or support@wealthgap.com.

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Item 4 Services, Fees and Compensation

FIRM DESCRIPTION

Bamboo Robo Advisor Inc. (hereinafter referred to as “Bamboo Robo Advisor”, “we”, “us”, or “our firm”) is a Delaware corporation with its principal office located in New York, NY dba WealthGap in the State of New York. The President and CEO of the company is John Zhang.

As a registered investment adviser, we are a fiduciary to you, our client, meaning we have a fundamental obligation to act and provide investment advice that is in your best interest. Should any material conflicts of interest exist that might affect the impartiality of our investment advice, they will be disclosed to you in this Brochure. We urge you to review this Brochure carefully and consider our qualifications, business practices and the nature of our advisory services before becoming our client.

As of December 31, 2019, Bamboo has no assets under management. Clients may request more current information at any time by contacting our firm.

4.A

Bamboo Robo Advisor sponsors a Wrap Fee Program, **WealthGap Management Program**, as described in this Wrap Fee Brochure. Our wrap fee accounts are managed on an individualized basis according to the client’s investment objective, financial goals, risk tolerance, etc. Individual investment strategies will be selected based upon the client’s investment goals, objectives, time horizon, liquidity needs, and risk tolerance.

Bamboo Robo Advisor will provide recommendations on equities (common stocks and equivalents) and exchange traded fund. Bamboo Robo Advisor may also utilize, where appropriate, options contracts to hedge against risk.

WealthGap Management Program accounts are executed through Alpaca Securities LLC. Alpaca Securities LLC provides execution, custody and other brokerage services for accounts established through the WealthGap Management Program. Therefore, you are required to establish brokerage account(s) through Alpaca Securities LLC. Separate accounts are maintained for you, and you retain all rights of ownership of your accounts (e.g., the right to withdraw securities or cash, exercise or delegate proxy voting, and receive transaction confirmations).

Bamboo Robo Advisor will manage investments on a discretionary basis exclusively through its proprietary iOS application WealthGap. This means that once the advisor and client enter into an advisory agreement, the designated advisor will make the day-to-day decisions regarding the purchase and sale of securities without obtaining the client’s consent for each individual transaction. The interaction between clients and the advisor is conducted on an interactive

website. Clients must provide us with written authorization to exercise this discretionary authority. Discretionary authority is limited. We do not have access to client funds and/or securities with the exception of having advisory fees deducted from your account and paid to use by the account custodian. Clients may also place reasonable limitations on the discretionary power granted to us so long as the limitations are specifically set forth or included as an attachment to the client agreement. *(Please see Item 16, Investment Discretion, in the separate Bamboo Robo Advisor Disclosure Brochure for additional information concerning discretionary authority.)*

Our advisory services are managed by certain individuals who have registered with Bamboo Robo Advisor as its investment adviser representatives (“advisors”). Clients should refer to such advisor’s Form ADV Part 2B (the “Brochure Supplement”) for more information about their qualifications.

Bamboo Robo Advisor’s advisory services are tailored to the needs of our clients based on their individual investment objectives, risk tolerance, cash or income needs, and any investment restrictions. Although Bamboo Robo Advisor seeks to accommodate any reasonable investment restrictions or guidelines set by our clients, we may decline to accommodate certain investment restrictions that are incompatible with our firms’ investment philosophy or that may have an adverse effect on our ability to manage your account. Bamboo Robo Advisor manages each Client account, via WealthGap, on an individualized basis.

Bamboo Robo Advisor enters into formal written agreements with our clients setting forth the terms and conditions under which we will provide our advisory services (the “Investment Management Agreement”). The Investment Management Agreement sets forth the scope of the services to be provided and the compensation we receive from the client for such services. The Investment Management Agreement may be terminated by either party in writing at any time by giving thirty (30) days signed written notice to the other party.

4A.

For the Services provided in the Program, you will pay to us an annual asset-based fee (the “Program Fee”) at the rate of 1% (the “Program Fee Rate”) based on the asset value of the account. The Program Fee Rate is nonnegotiable and payable monthly in arrears. The Program Fee is subject to change from time to time, upon notice to you. Your continued use of our services will constitute your agreement to any such change. The Program Fee is the sum of:

- Investment management fee based on average daily account balance of assets under management; and
- Ancillary services such as brokerage services, trade execution, clearance and settlement of transactions and custody of assets.

The Program Fee is prorated and charged quarterly, in arrears, based upon the market value of the average daily account balance of the securities portfolio over the preceding quarter. Since the asset-based fee is determined by average daily account balance, if assets are deposited into or withdrawn from an account after the inception of a month, the base fee payable with respect to such assets is adjusted accordingly. For the initial period of an engagement, the fee is calculated on a pro rata basis. In the event the Investment Management Agreement is terminated, the fee for the final billing period is prorated through the effective date of the termination and the outstanding portion of the fee is charged to the Client.

Services Covered by the Program Fee. The primary purpose of the investment management program is to provide you with ongoing fiduciary investment advice and guidance under the terms of the program. The Program Fee you pay covers the Program's services, including investment advice and guidance under the Program, as well as brokerage and custodial services relating to your account, certain services that are normally be available in certain types of securities (brokerage) accounts will not be available to your account enrolled in the Program, including margin lending, check writing, Visa cards and client order entry. The full amount of the Program Fee payable under the Investment Management Agreement will be charged in accordance with the terms of Investment Management Agreement, regardless of the amount of transactions effected in your account.

Termination. The Investment Management Agreement with our clients may be terminated by either party at any time upon thirty (30) days written notice. Upon termination of our status as the client's investment adviser, Bamboo Robo Advisor will not take any further action with respect to the client's account(s) unless specifically notified by the client in writing. Clients will be responsible for instructing their custodian and monitoring their account for the final disposition of assets.

Upon receipt of a proper notice of termination from the client, as described in the Investment Management Agreement, any earned unpaid fees will be billed on a pro-rata basis based on the amount of work performed by us up to the point of termination.

4.B

The WealthGap Management Program allows our clients to pay a specified fee for investment advisory services which includes the cost of execution of transactions. The advisory services may include portfolio management, and the fee is not based directly upon the transactions in the client's account(s). We do not charge our clients higher advisory fees based on their trading activity, but you should be aware that we have an incentive to limit our trading activities in your account(s) because we are charged for executed trades. By participating in our wrap fee program, the WealthGap Management Program, you may end up paying more or less than you would through a non-wrap fee program, where trade execution costs are passed directly to you by the executing broker.

4.C

Fees and Expenses Not Covered by the Program Fee. The Program Fee does not cover:

- Mark-ups, mark-downs, spreads, underwriting fees or selling concessions or other transaction charges with respect to any principal transaction effected by us.
- If applicable, commissions, markups or markdowns in connection with principal transactions effected for your account.
- Transfer taxes.
- ETF fees and expenses.
- Exchange, alternative trading system fees, required SEC fees or similar fees charged by third parties, including issuers.
- Electronic fund, wire and other Account transfer fees.
- Any other charges imposed by law or otherwise agreed to with regard to the account.

To fully understand the total costs associated with their investment portfolio, clients should review all the fees charged by exchange traded funds, our firm and others.

Clients may incur charges imposed by third parties other than Bamboo Robo Advisor in connection with investments made through the account, imposed by law or otherwise agreed to with regard to the account.

4.D

Bamboo Robo Advisor does not recommend or offer the wrap program services of other providers. Our investment advisory representatives receive a portion of the advisory fee that you pay us, either directly as a percentage of your overall fee or as their salary from our firm.

Item 5 – Account Requirements and Types of Clients Minimum Account Size

ACCOUNT MINIMUM

The minimum aggregate account value required to engage our Wrap Fee Program service is \$5,000. The minimum account size may be negotiable under certain circumstances.

TYPES OF ACCOUNTS

Bamboo Robo Advisor generally provides investment advice to the following types of clients:

- Individuals
- High net worth individuals

You are required to execute a written agreement with Bamboo Robo Advisor specifying the particular advisory services in order to establish a client arrangement with Bamboo Robo Advisor.

Item 6 – Portfolio Manager Selection and Evaluation

6.A SELECTION AND REVIEW OF PORTFOLIO MANAGERS

Bamboo Robo Advisor does not utilize outside portfolio managers. All accounts are managed by our in-house professionals through WealthGap. Bamboo Robo Advisor Investment Adviser Representative, John Zhang, acts as portfolio manager for this wrap fee program.

6.B

Our firm and its related persons act as portfolio manager(s) for the Wrap Fee Program. Please note that other investment advisory firms may charge the same or lower fees than our firm for similar services.

6.C

See Form ADV Part 2B for additional information regarding supervised persons under our investment adviser registration who act as portfolio manager for our Wrap Fee Program. Our firm and supervised persons act as portfolio manager(s) for this wrap fee program.

Advisory Business. See Item 4 of this Wrap Fee Brochure for information about our wrap fee advisory program, the WealthGap Management Program.

Individual Tailoring of Advice to Clients. We offer individualized investment advice to clients utilizing the services described in Item 4 of this Wrap Fee Brochure.

Ability of Clients to Impose Restrictions on Investing in Certain Securities or Types of Securities. Although Bamboo Robo Advisor seeks to accommodate any reasonable investment restrictions or guidelines set by our clients, we may decline to accommodate certain investment restrictions that are incompatible with our firms' investment philosophy or that may have an adverse effect on our ability to manage your account.

Participation in Wrap Fee Programs. Our wrap fee accounts are managed on an individualized basis according to the client's investment objectives, financial goals, risk tolerance, etc.

Performance-Based Fees & Side-By-Side Management. We do not charge performance fees to our clients.

Methods of Analysis, Investment Strategies & Risk of Loss. Please see our Firm Brochure, Form ADV Part 2A, Item 8 for detailed information.

Voting Client Securities. We do not accept proxy authority to vote client securities.

Item 7 – Client Information Provided to Portfolio Managers

As part of the enrollment process, we elicit information about your financial circumstances, investment objectives, risk tolerance, time horizon and other information relating to your accounts and portfolios. We import this information into WealthGap as necessary and pursuant to the Investment Management Agreement.

In managing your assets, we rely on information you provide, and it is your responsibility to notify promptly us of any updates to such information. It is your responsibility to promptly notify us of any material changes to the information you furnish to us, since failure to do so could affect the suitability of the services being provided. We will not be required to verify the accuracy of any such information. When we receive from you any material changes to the information you furnish, we will import this information into certain instances to WealthGap.

Item 8 - Client Contact with Portfolio Managers

Bamboo Robo Advisor serves as an “Internet-Only” investment advisor pursuant to Section 203A-2(e) of the Advisers Act. Under this registration the Advisor provides investment advice solely through its interactive website. The Advisor is not available to Clients for telephone conversations or communications through other means such as U.S. mail, courier or email (other than operational emails). The Advisor does not meet with Client’s at its offices. All advice, support and inquiries are delivered through the Advisor’s website.

Item 9 - Additional Information

9.A DISCIPLINARY INFORMATION

Registered investment advisers are required to disclose all material facts regarding the following legal or disciplinary events that would be material to a client’s evaluation of Bamboo Robo Advisor or the integrity of Bamboo Robo Advisor’ management: a criminal or civil action in a domestic, foreign or military court of competent jurisdiction; an administrative proceeding before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority; or a self-regulatory organization proceeding. Our firm and our

management persons have not been involved in any legal or disciplinary events. Therefore, we do not have anything to report.

9.A OUTSIDE BUSINESS ACTIVITIES

Mr. Zhang is a registered real estate salesperson with the state of New York employed with Oxford Property Group, LLC. From time to time Mr. Zhang will be involved in the purchase, sale or rental of residential property. In his individual capacity, Mr. Zhang may recommend, on a fully disclosed commission basis, the purchase, sale or rental of certain real estate properties. No client is under any obligation to use Mr. Zhang's real estate services and any real estate services Mr. Zhang provides are separate and distinct from the services provided by the firm. Any compensation for real estate services is paid directly to Mr. Zhang and Bamboo Robo Advisors does not receive any portion of this compensation.

9.A AFFILIATED ENTITIES

Bamboo Robo Advisor has relationships or arrangements with the following affiliated entity:

Real Simple Inc.

Real Simple Inc. is a real estate marketing startup featuring a website that makes renting and buying apartments in Manhattan simpler for wealthy Chinese nationals with limited English proficiency. It offers no broker fee services for renters and buyers. All brokerage transactions are performed via Mr. Zhang. Real Simple Inc. (Luxari) is affiliated with our firm through common ownership and has begun to wind down. Mr. Zhang will not perform in this capacity in the future.

John Zhang Real Estate Salesperson.

John Zhang Real Estate Salesperson, a real estate salesperson sole-proprietorship, is affiliated with our firm through common ownership by John Zhang. Any compensation for real estate brokerage services is paid directly to John Zhang Real Estate Salesperson and Bamboo Robo Advisors does not receive any portion of this compensation. Clients are under no obligation to use the services provided by John Zhang Real Estate Salesperson

9.A OTHER INVESTMENT ADVISERS

Bamboo Robo Advisor does not have any business relationships with other investment advisers that create a material conflict of interest for our clients.

9.A OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Bamboo Robo Advisor is not and does not have a related person that is a broker/dealer, municipal securities dealer, government securities dealer or broker, an investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit

investment trust, private investment company or "hedge fund," and offshore fund), another investment adviser or financial planner, a futures commission merchant, commodity pool operator, or commodity trading advisor, a banking or thrift institution, an accountant or accounting firm, a lawyer or law firm, an insurance company or agency, a pension consultant, a real estate broker or dealer, and a sponsor or syndicator of limited partnerships.

We are an independent registered investment registered adviser and only provide investment advisory services. We are not engaged in any other business activities and offer no other services except those described in our Firm Brochure, Form ADV Part 2A.

9.A THIRD-PARTY MONEY MANAGERS

Bamboo Robo Advisor does not have any business relationships with other investment advisers that create a material conflict of interest for our clients.

9.B INTEREST IN CLIENT TRANSACTIONS AND CODE OF ETHICS

Bamboo Robo Advisor and/or our advisors do not recommend securities to our clients in which Bamboo Robo Advisor and/or our advisors has a material financial interest.

Bamboo Robo Advisor and/or our advisors will not invest in the same securities that are recommended to and/or purchased for our clients, nor will Bamboo Robo Advisor participate in principal transactions.

Bamboo Robo Advisor has established a Code of Ethics to comply with the requirements of Section 204(A)-1 of the Investment Advisers Act of 1940 that reflects its fiduciary obligations and those of its supervised persons. The Code of Ethics also requires compliance with federal securities laws. The Code of Ethics covers all individuals that are classified as "supervised persons". All employees, officers, directors and investment adviser representatives are classified as supervised persons. Bamboo Robo Advisor requires its supervised persons to consistently act in your best interest in all advisory activities. Bamboo Robo Advisor imposes certain requirements on its supervised persons to ensure that they meet the firm's fiduciary responsibilities to you. The standard of conduct required is higher than ordinarily required and encountered in commercial business.

This section is intended to provide a summary description of the Code of Ethics of Bamboo Robo Advisor. If you wish to review the Code of Ethics in its entirety, you should send us a written request and upon receipt of your request, we will promptly provide a copy of the Code of Ethics to you.

Affiliate and Employee Personal Securities Transactions Disclosure.

Bamboo Robo Advisor or associated persons of the firm may buy or sell for their personal accounts, investment products identical to those recommended to clients. This creates a potential conflict of interest. It is the express policy of Bamboo Robo Advisor that all persons associated in any manner with our firm must place clients' interests ahead of their own when implementing personal investments.

Bamboo Robo Advisor and its associated persons will not buy or sell securities for their personal account(s) where their decision is derived, in whole or in part, by information obtained as a result of employment or association with our firm unless the information is also available to the investing public upon reasonable inquiry. We are now and will continue to be in compliance with applicable state and federal rules and regulations. To prevent conflicts of interest, we have developed written supervisory procedures that include personal investment and trading policies for our representatives, employees and their immediate family members (collectively, associated persons):

- Associated persons cannot prefer their own interests to that of the client.
- Associated persons cannot purchase or sell any security for their personal accounts prior to implementing transactions for client accounts.
- Associated persons cannot buy or sell securities for their personal accounts when those decisions are based on information obtained as a result of their employment unless that information is also available to the investing public upon reasonable inquiry.
- Associated persons are prohibited from purchasing or selling securities of companies in which any client is deemed an "insider".
- Associated persons are discouraged from conducting frequent personal trading.
- Associated persons are generally prohibited from serving as board members of publicly traded companies unless an exception has been granted to the Chief Compliance Officer of Bamboo Robo Advisor. Any associated person not observing our policies is subject to sanctions up to and including termination.

9.B ACCOUNT REVIEWS

Mr. Zhang, President, CEO, CIO and Chief Compliance Officer of Bamboo Robo Advisor, conducts account reviews on at least a quarterly basis for investment management services. The frequency of the review depends upon a variety of factors such as: the client's risk profile, activity in the account, economic and market conditions, and the client's preferences, if any. Additional reviews may be triggered by changes in the investment objectives or guidelines for a particular client or specific arrangements with the client.

9.B ACCOUNT STATEMENTS AND REPORTS

Those clients to whom Bamboo Robo Advisor provides investment management services receive at least quarterly reports from our firm summarizing their account(s) and investment results. Clients may access their account reports, trading history, and/or account statements at any time

on WealthGap's iOS application. Clients are urged to compare the account statements provided by their custodian to any written reports provided by our firm.

Clients have direct and continuous access to their account information and related documents via the password-protected application portal of WealthGap's iOS application with which their accounts are held.

9.B CLIENT REFERRALS

Bamboo Robo Advisor does not compensate third-parties (or "solicitors") to promote the investment advisory services offered by our firm, because the solicitor would have to satisfy requirements under Rule 206(4)-3 of the Advisers Act or similar state rules regarding solicitation arrangements before a cash referral fee could be paid to them.

It is our firm's policy not to compensate clients for referring potential clients to our firm, because the client would be considered a solicitor and would have to satisfy requirements under Rule 206(4)-3 of the Advisers Act or similar state rules regarding solicitation arrangements before a cash referral fee could be paid to them.

9.B FINANCIAL INFORMATION

Bamboo Robo Advisor has not been the subject of a bankruptcy petition at any time.