

Part 2A of Form ADV: Firm Brochure  
Item 1 Cover Page

**Bamboo Robo Advisor Inc.**  
**D/B/A WealthGap (NY)**  
**135 West 52<sup>nd</sup> St Unit 12C,**  
**New York, NY, 10019**  
[www.ewealthgap.com](http://www.ewealthgap.com)  
**CRD # 305500**

This 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](mailto: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](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. Our firm's CRD number is 305500.

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

### **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 Brochure (the “Brochure”):

Bamboo Robo Advisor Inc. is a newly established investment management firm, so there are no material changes.

### **Delivery Requirements**

We will provide a summary of any material changes to this 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 or by email at [support@ewealthgap.com](mailto:support@ewealthgap.com).

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## Item 4 Advisory Business

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### FIRM DESCRIPTION

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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, New York dba WealthGap in the State of New York . The President and CEO of the firm is John Zhang who also serves as Chief Investment Officer and Chief Compliance Officer.

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.

Bamboo Robo Advisor is a newly established investment adviser with no assets under management.

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### ADVISORY PROGRAMS

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Bamboo Robo Advisor provides discretionary investment management services to our clients exclusively on an interactive website at [www.ewealthgap.com](http://www.ewealthgap.com). We utilize WealthGap, an application, to provide automated, algorithm-based investment management services with respect to equities, exchange-listed securities, and options. Through interactive tools and advice models, Bamboo Robo Advisor will assist our Client with identifying their investment goals and objectives as well as risk tolerance and financial situation through a web-based risk questionnaire in order to create a portfolio allocation through its interactive website and other tools. It is up to the Clients to determine his or her investment goals and objectives, risk tolerance and financial situation. Once this is determined, the Client will be placed in a portfolio consisting of equities, exchange-listed securities, and/or options. Bamboo Robo Advisor will have discretionary authority over Client account(s) with respect to portfolio construction, asset allocation and other investment decisions, subject to the limitations described herein.

Accounts are established in a “wrap fee” structure, which includes the costs for securities transaction fees on the overall investment advisory fee. Please see “Wrap Fee Programs” below.

Bamboo Robo Advisor evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Bamboo Robo Advisor may recommend, on occasion, redistributing investment allocations to diversify the portfolio. 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 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.

**Access to Adviser.** 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.

As noted above, our advisors offer investment management services on a discretionary basis to our clients. This means the client grants us full power to direct, manage, and change the investment and reinvestment of the assets in the account, the proceeds and any additions. We receive discretionary authority from our clients through our advisory agreement at the outset of our advisory relationship.

**Wrap Fee Program (the "Program").** Bamboo Robo Advisor is the sponsor and portfolio manager for WealthGap Management Program. Bamboo Robo Advisor includes securities transaction costs together with its investment advisory fees into a single, "bundled" fee. Including these fees into a single asset-based fee is considered a "wrap fee program". Depending on the level of trading required for the Client's account(s) in a particular year, the Client may pay more or less in total fees than if the Client paid its own transaction fees. Please see Appendix I – Wrap Fee Program Brochure, which is included as part of this Brochure.

**Important Note:** It is the client's responsibility to ensure that Bamboo Robo Advisor is promptly notified if there are ever any significant changes to their financial situation, goals, objectives or needs so we can review our previous recommendations and make any necessary adjustments.

## Item 5 Fees and Compensation

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### ADVISORY FEES

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The following paragraphs detail the fee structure and compensation methodology for services of WealthGap Management Program (the "Program"), provided by Bamboo Robo Advisor. Each Client enrolled in the Program shall sign an Investment Management Agreement that details the responsibilities of the Adviser and the Client.

**Program Fee Rate.** 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 quarterly 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.

**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.

**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. 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.

**Refunds.** 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.

**Brokerage Commissions.** Bamboo Robo Advisor does not receive brokerage commissions from the sale of securities or other investment products. Our compensation for recommending securities and investment products is limited to the advisory fees described above.

Any material conflicts of interest between clients and Bamboo Robo Advisor or our employees are disclosed in this Brochure. If at any time, additional material conflicts of interest develop, Bamboo Robo Advisor will provide our clients with written notification of those material conflicts of interest or an updated Brochure.

## Item 6 Performance-Based Fees

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### PERFORMANCE BASED FEES

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Bamboo Robo Advisor does not charge performance-based fees for its investment advisory services.

## Item 7 Types of Clients

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### TYPES OF CLIENTS

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Bamboo Robo Advisor offers investment advisory services to retail clients and individuals with high net worth. Client relationships may vary in scope and length of service.

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### ACCOUNT REQUIREMENTS

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Bamboo Robo Advisor generally requires a minimum account balance of \$5,000 for our investment management services. However, Bamboo Robo Advisor in its sole discretion may waive or lower our minimum account balance requirement based on various criteria (i.e.,

anticipated future additional assets to be managed, related accounts, account composition, negotiations with the client, etc.).

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

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### METHODS OF ANALYSIS

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**Risks for all forms of analysis.** Our securities analysis methods rely on the assumption that the companies whose securities we purchase and sell, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

The portfolio is generated through back testing hedge fund portfolios provided in 13f filings. Through back testing, we aim to create a portfolio of 10 stocks with equal weighting (10% each) that had the most consistent return that beats the S&P 500. A hedge will be applied to the portfolio according to the Client's risk appetite.

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### INVESTMENT STRATEGIES

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WealthGap assesses recession risk by monitoring the 2-year and 10-year treasury yield. When the 2 year's yield is higher than the 10 year's, WealthGap will increase the hedge on all portfolios within 2 months of yield curve inversion.

A risk-averse portfolio will have the 10 stocks generated through the back test but with a 10% hedge with an inverse S&P 500 ETF. Hedge is increased to 30% after yield curve inversion.

A risk-neutral portfolio will just invest 100% of the money into an S&P500 ETF with no hedge. There will be a 10% hedge after yield curve inversion.

A risk-taking portfolio will have the 10 stocks generated through the back test with no hedge. There will be a 30% hedge after yield curve inversion.

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### RISK OF LOSS

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Any investment carries a certain degree of risk, including a possible loss of principal that clients should be prepared to bear. The value of securities used in all of our strategies may go up or down in response to factors not within our control, such as but not limited to the status of an individual company underlying a security, or the general economic climate. There is no guarantee that any of the investment strategies that our firm employs will outperform the investment strategies used by other firms. Past performance is no guarantee of future results.



Securities investments are not guaranteed, and you may lose money on your investments. We ask that you work with us to help us understand your tolerance for risk.

**Derivatives.** Investments in derivatives may subject client investment assets to risks different from, and possibly greater than, those of the underlying securities, assets, or market indexes. Some forms of derivatives, such as exchange-traded futures and options on securities, commodities, or indexes, have been trading on regulated exchanges for decades. These types of derivatives are standardized contracts that can easily be bought and/or sold, the market values of which are determined and published daily. Nonstandardized derivatives (such as swap agreements), on the other hand, tend to be more specialized or complex, and may be more difficult to value. Derivatives may involve leverage because they can provide investment exposure in an amount exceeding the initial investment. As a result, the use of derivatives may cause these funds to be more volatile, because leverage tends to exaggerate the effect of any increase or decrease in the value of a fund's portfolio securities.

**ETF Investing.** ETFs are subject to risks relating to market trading that include the potential lack of an active market for ETF shares and disruptions in the creation and redemption process. Trading in ETF shares also may be halted by an exchange or other markets because of market conditions or other reasons. ETF shares also may trade on an exchange or in other markets at prices below their NAV. The NAV of ETF shares will fluctuate with changes in the market value of the ETF's holdings and the exchange-traded price of the ETF's shares may not reflect these market values. ETFs that seek to track the performance of a specified underlying index are not actively managed and the investment advisers of such ETFs do not attempt to take defensive positions in declining markets. Therefore, Index ETFs may be subject to greater losses in a declining market than a fund that is actively managed. An ETF may be subject to stock market risk, which is the chance that stock prices overall will decline. To the extent an ETF is invested in fixed-income securities, such as bonds, it may be subject to the risk that a bond issuer will fail to pay interest or principal in a timely manner or that negative perceptions of the issuer's ability to make such payments will cause the price of that bond to decline. An ETF may also be subject to counterparty risk or the risk that a counterparty fails to meet its contractual obligations to the ETF.

**Hedging Strategy.** The success of our hedging strategy will depend, in part, upon our ability to correctly assess the degree of correlation between the performance of the instruments used in the hedging strategy and the performance of the portfolio investments being hedged. Because the characteristics of many securities change as markets change or time passes, the success of our hedging strategy will also be subject to our ability to continually recalculate, readjust and execute hedges in an efficient and timely manner. While we would generally enter into hedging transactions to seek to reduce risk, it is possible that such transactions would result in a poorer overall performance for us than if it had not engaged in such hedging transactions. In addition, hedging transactions have inherent risks, including the possible default by the counterparty to the transaction and the illiquidity of the instrument we acquire. For a variety of reasons, we at times will not seek to establish a perfect correlation between the hedging instruments utilized and the portfolio holdings being hedged. Such an imperfect correlation may prevent us from

achieving the intended hedge or expose an asset to risk of loss. We will not hedge against a particular risk when we do not.

**Interest rate risk.** Interest rate risk is the risk that fixed income securities will decline in value because of changes in interest rates. Bond prices and interest rates usually move in opposite directions. Prices fall because the bonds and notes in the account's portfolio become less attractive to other investors when securities with higher yields become available. Interest rate changes can be sudden and unpredictable. Fixed income securities with longer durations tend to be more sensitive to changes in interest rates, usually making them more volatile than securities with shorter durations. Generally, the longer the maturity of a security, the greater its interest rate risk. In addition, short-term and long-term interest rates and interest rates in different countries do not necessarily move in the same direction or by the same amount.

**Publicly Traded Securities.** Stock markets are volatile and can decline significantly in response to adverse issuer, political, regulatory, market, or economic developments. Different parts of the market can react differently to these developments. Value and growth stocks can perform differently from other types of stocks. Growth stocks can be more volatile. Value stocks can continue to be undervalued by the market for long periods of time. In addition, stock investments may be subject to risk related to market capitalization as well as company-specific risk.

## Item 9 Disciplinary Information

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### REQUIRED DISCLOSURES

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Our firm and our management persons have not been involved in any legal or disciplinary events that would have a material adverse effect on the integrity of our management or the services we provide to our clients.

## Item 10 Other Financial Industry Activities and Affiliations

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### OUTSIDE BUSINESS ACTIVITIES

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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.

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### AFFILIATED ENTITIES

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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.

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**OTHER INVESTMENT ADVISERS**

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

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

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**CODE OF ETHICS**

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Bamboo Robo Advisor has adopted a Code of Ethics (the “Code”) that sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws.

Bamboo Robo Advisor and our personnel owes a duty of loyalty, fairness and good faith towards our clients, and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

Our Code of Ethics includes policies and procedures for the review of quarterly securities transactions reports as well as initial and annual securities holdings reports that must be submitted by the firm’s access persons. Among other things, our Code of Ethics also requires the prior approval of any acquisition of securities in a limited offering (e.g., private placement) or an

initial public offering. Our code also provides for oversight, enforcement and recordkeeping provisions.

Clients and prospective clients may request a full copy of our firm's Code of Ethics by contacting our firm in writing at [support@ewealthgap.com](mailto:support@ewealthgap.com) or calling our firm at 917-831-0242.

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## **PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS**

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**Principal Transactions.** Section 206 of the Advisers Act regulates principal transactions among an investment adviser and its affiliates, on the one hand, and the clients thereof, on the other hand. The Advisers Act generally requires that, when an investment adviser or its affiliate proposes to purchase a security from, or sell a security to, an advisory client (what is commonly referred to as a "principal transaction"), the adviser must make certain disclosures to the client of the terms of the proposed transaction and obtain the client's consent.

Bamboo Robo Advisor will not participate in principal transactions, nor purchase or sell securities recommended to or held by client accounts.

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## **PERSONAL TRADING**

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Bamboo Robo Advisor maintains and enforces written policies and procedures reasonably designed to prevent the misuse of material non-public information by our firm or any access persons of our firm with regards to their personal securities transactions. Personal trading activities are continually monitored to reasonably prevent conflicts of interest.

## **Item 12 Brokerage Practices**

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### **SELECTION OF BROKER-DEALERS**

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Securities transactions are generally executed through Alpaca Securities, LLC. ("Alpaca Securities"), member FINRA/SIPC/NYSE. Bamboo Robo Advisor is independently owned and operated and is not affiliated with or a related person of Alpaca Securities.

Bamboo Robo Advisor considers a number of factors prior to recommending a particular broker-dealer to our clients, including but not limited to, their familiarity with the securities to be sold or purchased, their execution skills, order-flow capabilities, their commission rates or other fee schedules, their custodial services, their level of net capital (financial strength) and excess SIPC and other insurance coverage. Alpaca Securities does not charge commissions. Clients are advised, however, that they may be able to effect transactions in securities through other broker-dealers at lower commission rates, particularly with respect to securities listed on a national securities exchange or in the over-the-counter market.

**Research and Other Soft Dollar Benefits.** We do not have a soft dollar research arrangement with Alpaca Securities. We do not participate in any commission-sharing arrangements or receive soft dollar credits. While the services we receive from Alpaca Securities do not depend on the amount of brokerage transactions directed to Alpaca Securities, as a fiduciary we are required to disclose that there is an inherent conflict of interest when our firm recommends that clients maintain their assets at Alpaca Securities. These recommendations may be based in part on the benefits we receive from Alpaca Securities, such as the availability of the abovementioned products and services, and not solely on our clients' interest in receiving most favorable execution. Nonetheless, we seek to ensure that the securities transactions effected for our clients represent the best qualitative execution, not just the lowest possible cost.

Our firm routinely compares order execution disclosure information at Alpaca Securities to other broker-dealers to ensure that Alpaca Securities remains competitive in providing best execution for our clients' securities transactions. Although the brokerage commissions and/or transaction fees charged by Alpaca Securities may be higher or lower than those charged by other broker-dealers, in seeking best execution for our clients our firm strives to ensure that our clients pay brokerage commissions and/or transactions fees which we have determined, in good faith, to be reasonable in relation to the value of the brokerage and other services provided by Alpaca Securities.

**Brokerage for Client Referrals.** Bamboo Robo Advisor does not consider broker-dealer or third-party referrals in selecting or recommending broker-dealers to our clients as this would create a conflict of interest.

**Directed Brokerage.** While Bamboo Robo Advisor may recommend that clients direct transactions through certain broker-dealers, we do not have discretionary authority to determine the broker-dealer to be used for the purchase or sale of securities for client accounts or the commission rates paid to a broker-dealer for client securities transactions.

In rare cases, Bamboo Robo Advisor may utilize other broker-dealers when requested by the client. Clients of Bamboo Robo Advisor must be aware that if they direct us to use a particular broker-dealer that it may limit our ability to achieve best execution or limit their participation in block trading. As a result, clients may pay higher commissions, have higher transaction costs, or receive less favorable prices. In situations where the client directs us to effect their transactions through a particular broker-dealer, we require such directions to be in writing.

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## TRADE AGGREGATION

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Investment decisions deemed appropriate for one client may also be deemed appropriate for other clients so that the same security may be purchased or sold at or about the same time for more than one client. When this is the case our firm may, but is not obligated to, aggregate similar trades for multiple clients and execute the trade as a single block.

When transactions are so aggregated, the securities purchased or sold will be allocated in a fair and equitable manner. Our trade allocation procedures seek to allocate investment opportunities among our clients in the fairest possible way taking into account their best interests. These procedures ensure that allocations do not involve a practice of favoring or discriminating against any client or group of clients. Transactions are usually aggregated to seek a more advantageous net price and/or to obtain better execution for all clients. Nevertheless, there is no assurance that the aggregation of transactions will benefit all clients equally, and in some instances combined orders could adversely affect the price or volume of a security. Also, it is possible that we may not aggregate trades in circumstances where it would be beneficial to do so.

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## **TRADE ERRORS**

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From time to time, our firm may make a trade error when servicing a client's account. When this occurs, we will correct the trade as soon as we discover the error. Trading errors will be corrected at no cost to clients. In most cases, we will correct trade errors via our executing broker-dealer's trade error desk. If there is a cost associated with this correction, such cost is borne by Bamboo Robo Advisor and not the client. Note that we do not credit accounts for market losses unrelated to our error.

## **Item 13 Review of Accounts**

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### **ACCOUNT REVIEWS**

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Bamboo Robo Advisor conducts account reviews on at least a quarterly ongoing basis for clients subscribed to our 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.

Accounts are reviewed in the context of the investment objectives and guidelines of each model portfolio as well as any investment restrictions provided by the client. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment. These accounts are reviewed by: John Zhang, CEO and CIO.

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### **ACCOUNT REPORTS**

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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.

## Item 14 Client Referrals and Other Compensation

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### CLIENT REFERRALS

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Bamboo Robo Advisor may refer clients to or receive referrals from Real Simple Inc. without referral fees. Client will be promptly informed of the conflict of interest between Bamboo Robo Advisor and Real Simple Inc. due to common control of Mr. Zhang. Please refer to Item 10 (Other Financial Industry Activities and Affiliations) for more information.

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.

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### OTHER COMPENSATION

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Bamboo Robo Advisor does not receive an economic benefit from anyone who is not a client in exchange for our provision of investment advice or other advisory services.

## Item 15 Custody

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### CUSTODY OF CLIENT FUNDS AND SECURITIES

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Bamboo Robo Adviser has custody of client funds or securities, and Alpaca Securities is the qualified custodian. Alpaca Securities maintains custody of client funds in separate brokerage account(s) for each client under the client's name. Bamboo Robo Advisor personnel may assist the client in preparing paperwork to open a new brokerage account at Alpaca Securities, but only the client is permitted to authorize, by their signature, the opening of the account. Alpaca Securities provides clients with their account statements on a monthly basis via the Alpaca Customer Dashboard at <https://alpaca.markets/>. However, Alpaca Securities does not send

physical mail or emails containing account statements, nor do they notify clients that their account statement is available via the Dashboard. Clients can also access monthly and annual account statements as well as daily trade confirmations through a password protected portion of WealthGap's iOS application on their smart phones. Clients should carefully review the account statements and summaries available via the Alpaca Customer Dashboard and compare such official custodial statements to any account reports provided by Bamboo Robo Advisor. Any client that does not receive an account statement or summary from the qualified custodian should call our firm immediately so that we can arrange to have another statement sent by the custodian.

Clients can also access information concerning their account(s) and access (and generally change) the settings for their brokerage account online on Alpaca Securities' Customer Dashboard at <https://alpaca.markets/>.

## Item 16 Investment Discretion

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### **DISCRETIONARY AUTHORITY**

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Bamboo Robo Advisor manages client investment portfolios on a discretionary basis. Bamboo Robo Advisor is granted limited discretionary authority in writing by the client at the outset of the advisory relationship. This limited discretionary authorization gives Bamboo Robo Advisor the authority to manage the client's investment assets at our firm's sole discretion and without consulting with the client in advance, subject to the investment objectives, guidelines and restrictions set by the client. This authorization will remain in full force and effect until we receive a written termination notice of the Investment Management Agreement from the client.

Bamboo Robo Advisor does not have discretionary authority to determine what broker-dealer to use or the amount of commissions that are charged by the broker-dealer or custodian.

## Item 17 Voting Client Securities

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### **AUTHORITY TO VOTE CLIENT PROXIES**

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Bamboo Robo Advisor does not accept authority from clients with respect to voting of proxies solicited by, or with respect to, the issuers of any securities held in client portfolios.

## Item 18 Financial Information

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### **REQUIRED DISCLOSURES**

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Bamboo Robo Advisor has no financial commitments that would impair our firm's ability to meet our contractual and fiduciary commitments to our clients and has not been the subject of a bankruptcy proceeding.

Form ADV Part 2B: Brochure Supplement  
Item 1 Cover Page

**Bamboo Robo Advisor Inc.**  
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[www.ewealthgap.com](http://www.ewealthgap.com)  
CRD # 305500

This brochure supplement provides information about our supervised persons that supplements the Bamboo Robo Advisor Inc. brochure. You should have received a copy of that brochure. Please contact our firm if you did not receive Bamboo Robo Advisor Inc.'s brochure or if you have any questions about the contents of this supplement.

Additional information about the supervised persons mentioned in this brochure supplement is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Effective Date: September 26, 2019

**SUPERVISED PERSONS: John Zhang**

**Bamboo Robo Advisor Inc.**  
Form ADV Part 2B: John Zhang

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**ITEM 2 EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE**

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**Name:** John Zhang

**Year of Birth:** 1992

**Education:** B.S. in Finance and Accounting  
New York University, 2015

**Experience:** Bamboo Robo Advisor Inc.  
Founder & Managing Member  
July 2019 – Present

Real Simple Inc. (Luxari)  
CEO  
June 2015 – Present

Protégé Partners  
Investment Intern  
June. 2014 – Aug. 2014

Haitong International Management Services Co. Ltd  
Investment Banking Intern  
June 2013 – August 2013

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**ITEM 3 DISCIPLINARY INFORMATION**

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Mr. Zhang has not been involved in any legal or disciplinary events that would be material to a client's or prospective client's evaluation of the integrity of our management.

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**ITEM 4 OTHER BUSINESS ACTIVITIES**

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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.

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**ITEM 5 ADDITIONAL COMPENSATION**

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Mr. Zhang may receive additional compensation in his capacity as CEO of Real Simple Inc. Bamboo Robo Advisor may refer clients to or receive referrals from Real Simple Inc. without referral fees. Client will be promptly informed of the conflict of interest between Bamboo Robo Advisor and Real Simple Inc. due to common control of Mr. Zhang. Please refer to Item 10 (Other Financial Industry Activities and Affiliations) for more information.

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**ITEM 6 SUPERVISION**

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Mr. Zhang is the sole principal and Chief Compliance Officer (“CCO”) of our firm and as such has no internal supervision placed over him. He is, however, bound by our firm’s Code of Ethics. The CCO may be contacted at 917-831-0242 or by email at [support@ewealthgap.com](mailto:support@ewealthgap.com).

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

**Bamboo Robo Advisor Inc.  
D/B/A WealthGap (NY)  
135 West 52<sup>nd</sup> St Unit 12C  
Brooklyn, New York 10019  
(WealthGap Management Program)  
CRD No. 305500  
[www.ewealthgap.com](http://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](mailto: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](http://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: N/A

### **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”): Bamboo Robo Advisor Inc. is a new investment advisory firm, so 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](mailto:support@wealthgap.com).

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## Item 4 Services, Fees and Compensation

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### FIRM DESCRIPTION

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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.

Bamboo Robo Advisor is a newly established investment adviser with no assets under management. Clients may request more current information at any time by contacting our firm.

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### 4.A

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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.

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#### **4A.**

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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.

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#### **4.B**

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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.

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#### 4.C

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**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.

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#### 4.D

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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

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### ACCOUNT MINIMUM

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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.

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### TYPES OF ACCOUNTS

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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

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### 6.A SELECTION AND REVIEW OF PORTFOLIO MANAGERS

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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.

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### 6.B

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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.

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### 6.C

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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

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### 9.A DISCIPLINARY INFORMATION

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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.

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## **9.A OUTSIDE BUSINESS ACTIVITIES**

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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.

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## **9.A AFFILIATED ENTITIES**

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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

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## **9.A OTHER INVESTMENT ADVISERS**

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

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## **9.A OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

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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.

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## **9.A THIRD-PARTY MONEY MANAGERS**

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

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## **9.B INTEREST IN CLIENT TRANSACTIONS AND CODE OF ETHICS**

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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.

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**9.B ACCOUNT REVIEWS**

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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.

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**9.B ACCOUNT STATEMENTS AND REPORTS**

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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.

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## **9.B CLIENT REFERRALS**

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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.

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## **9.B FINANCIAL INFORMATION**

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