



Part 2A of Form ADV: *Firm Brochure*

Robotic Trading Advisors, LLC

14362 N Frank Lloyd Wright Blvd
Suite 2300
Scottsdale, AZ 85260

Telephone: 855-207-2276
Email: nick.rausch@roboticadvisors.com
Web Address: www.roboticadvisors.com

06/30/2016

This brochure provides information about the qualifications and business practices of Robotic Trading Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at 855-207-2276 or nick.rausch@roboticadvisors.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Registration with the SEC or with any state securities authority does not imply a certain level of skill or training.

Additional information about Robotic Trading Advisors, LLC also is available on the SEC's website at 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 168687.

Item 2 Material Changes

The Material Changes section of this Firm Brochure, dated 06/30/2016, will be used to provide our clients with a summary of new and/or updated information. We will inform you of the revision(s) based on the nature of the updated information.

We will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. Furthermore, we will provide you with other interim disclosures about material changes as necessary.

Since the last update on December 12, 2015, the following changes have occurred:

- Item 1: New Chief Compliance Officer has been added to the RTA team 6/30/2016
- Items 4 and 5 have been updated to disclose the services and fees for asset management on a discretionary and non-discretionary basis
- Items 4 and 5 have been updated to remove references to CoolTrade Software and replace with the software we are now using, Robotic Trading Software
- Item 10 has been updated to disclose Nicholas Rausch's business involvement in Robotic Trading Software, an outside business activity, and related conflicts
- Item 12 and 17 have been updated to better reflect the firm's actual practices
- New RTS models have been added to the program and model names have been updated from Aggressive Growth Model, Income Model, and Capital Preservation models respectively to now Aggressive, Moderately Aggressive, Moderate, Moderately Conservative and Conservative.

Item 3	Table of Contents	Page
Item 1	Cover Page	1
Item 2	Material Changes	2
Item 3	Table of Contents	3
Item 4	Advisory Business	4
Item 5	Fees and Compensation	8
Item 6	Performance-Based Fees and Side-By-Side Management	12
Item 7	Types of Clients	12
Item 8	Methods of Analysis, Investment Strategies and Risk of Loss	12
Item 9	Disciplinary Information	18
Item 10	Other Financial Industry Activities and Affiliations	19
Item 11	Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	19
Item 12	Brokerage Practices	22
Item 13	Review of Accounts	24
Item 14	Client Referrals and Other Compensation	25
Item 15	Custody	25
Item 16	Investment Discretion	26
Item 17	Voting Client Securities	26
Item 18	Financial Information	27

Item 4 Advisory Business

Robotic Trading Advisors, LLC ("RTA") is an SEC-registered investment adviser with its principal place of business located in Arizona. RTA is a Delaware limited liability company founded May 10, 2013. Nicholas Rausch is the majority owner.

RTA Advisory Services:

Prior to forming an investment adviser-client relationship, RTA may offer complimentary general consultation to prospective Clients to discuss the nature of its services and to determine the possibility of a potential advisory relationship. Investment advisory services only begin after the prospective Client and RTA formalize their relationship in a written advisory agreement.

SEPARATELY MANAGED ACCOUNT PROGRAM--DISCRETIONARY AUTHORITY

RTA provides continuous discretionary portfolio management services to individuals and non-natural person Clients based on the individual needs of the Client through its Silver, Gold and Platinum level programs (collectively, the "SMA Program"). In participating in the SMA Program, the Client retains RTA to provide customized asset management services which are based upon the Client's unique investment goals and objectives, investment time horizon, risk tolerance, and other factors as may be described in Item 4 of this Brochure.

Services provided by RTA in connection with its SMA Program are provided under the terms of a written Advisory Agreement between RTA and the Client. The following is a description of the terms and conditions generally applicable to all RTA SMA Program accounts:

Discretionary Authority to Manage Account: Where a Client has retained RTA to manage their SMA Program account on a discretionary basis, the Client will provide such authority in a written SMA Program Advisory Agreement. Under such agreement, RTA is granted the authority to determine the particular securities to be bought or sold and the amount of the securities to be bought or sold in the Client's account(s) without the Client's approval prior to each transaction. Notwithstanding the foregoing, Clients may limit the scope of RTA's discretionary authority (for example, limiting the types of securities or amounts of particular securities that can be purchased for the Client's account) by providing RTA with such restrictions and guidelines in writing. It is the Client's responsibility to advise RTA in writing of any material change in his or her financial circumstances which may give rise to the need to amend the Client's particular investment strategy.

Robotic Trading Solutions Automated Investment Platforms ("RTS Platform")--
Customized Investment Program: RTA will generally work with each Client individually to determine that Client's portfolio needs and limitations. Clients may be requested to fill out certain questionnaires to better assist RTA in making such determination. Based on the information shared by the Client, RTA will recommend an appropriate "base model portfolio" from the following selections:

- RTS 1 Conservative
- RTS 2 Moderately Conservative
- RTS 3 Moderate
- RTS 4 Moderately Aggressive
- RTS 5 Aggressive

Trading of Client SMA Program assets shall generally be conducted by RTA using the RTS Platform, a fully automated stock trading platform designed and sold by affiliates of RTA. The optimal selection of securities to be traded in the Client's account(s) is generated by statistical algorithms utilized by the fully automated processes within the RTS Platform. By adjusting the risk parameters, entry and exit rules, profits goals, exit goals and a host of other technical indicator settings within the RTS Platform, RTA creates a customized investment program for the Client. The statistical information generated by these processes supports both long term trading (holding positions for many days, weeks, months) and short term trading (day trading) methods within the base model portfolios.

Following the selection of a base model portfolio, RTA shall further customize on an ongoing basis the asset allocation and investment strategy to be used in its management of the Client's account in a manner which comports with the Client's particular financial circumstances, goals, and risk tolerance. Thereafter, RTA will implement this customized investment plan, working directly with each Client.

The assets traded within a Client's SMA Program account are expected to be limited to liquid securities generally traded on public markets (equities on, for example, the U.S. AMEX, NASDAQ, and NYSE exchanges), but may include without limitation, a mix of securities consisting of exchange traded funds ("ETFs"), mutual funds, bonds, equity options and index options. RTA intends to provide its Clients with investment advisory and portfolio management services regarding securities only. Upon written Client request, RTA can work alongside and with the Client's other financial adviser(s) to provide an investment experience that complements the Client's overall investment picture.

Selection of Broker. As a condition of participation in the SMA Program, Clients are required to independently enter into a brokerage relationship with Interactive Brokers, LLC, 2 Pickwick Plaza, Greenwich, Connecticut, 06830; 877-442-2757.

Acquisition of the RTS Platform License by Client. Clients are advised that a condition of participation in RTA's SMA Platform is that the Client must independently obtain the RTS Platform or the rights to access the same, including any ongoing subscription fees if required. Clients are again advised that the RTS Platform has been designed and is sold by affiliates of RTA, which may share some or all of the same executive management personnel. Accordingly, the principals of RTA will receive compensation in connection with the licensing of the RTS Platform to RTA's Clients.

BRONZE LEVEL PROGRAM --NON-DISCRETIONARY AUTHORITY

RTA offers non-discretionary asset management services to Clients through its Bronze Level Program offering. The Bronze package is complimentary for new Advisory Clients. All services provided by RTA in connection with the Bronze Level Program are provided under the terms of a written advisory agreement between RTA and the Client.

Non-discretionary nature of recommendations: All recommendations provided to the Client as part of the Bronze Level Program are non-discretionary in nature, and the implementation of RTA's recommendations is a matter determined within the sole discretion of the Client. Accordingly, the Client is solely responsible for the results of all transactions which occur in its account(s). It is the Client's responsibility to monitor and manage his account(s) on an ongoing basis and to make changes as necessary to address his particular financial circumstances, and any changes thereto.

Acquisition of RTS Platform License by Client. Clients participating in the Bronze Level Program are advised that a condition of participation is the independent acquisition of the RTS Platform or the rights to access the same, including any ongoing subscription fees if required. Clients are again advised that the RTS Platform has been designed and is sold by affiliates of RTA, which may share some or all of the same executive management personnel. Accordingly, the principals of RTA will receive compensation in connection with the licensing of the RTS Platform to RTA's Clients.

Selection of Broker. Clients participating in the Bronze Level Program may run the RTS Platform in simulation mode or may engage in "live trading." In order to "live trade" using the RTS Platform, the Clients must link their RTS Platform to Interactive Brokers, LLC, 2 Pickwick Plaza, Greenwich, Connecticut 06830; 877-442-2757.

Advisory services provided as part of the complimentary Bronze Level Program include recommendations concerning the use of the software generally and with respect to the design, customization, modification and implementation of a customized investment strategy. RTA will generally guide each Client through an online questionnaire to determine the Client's portfolio needs and limitations. Based on the information shared by the Client, RTA will recommend a customized investment strategy (or changes to a Client's pre-existing RTS Platform strategy) and provide appropriate technical instructions to assist the Client in implementing the recommended changes into the RTS Platform.

Additional RTA Services: Additional services can be purchased, for hourly or flat monthly fees. RTA provides tailored investment strategies to Clients participating in the Bronze Level program. In line with this level of personalization and customization, as in the case of an SMA Program account, Clients may impose restrictions on RTA with respect to investing in certain securities or types of securities. Furthermore, Clients participating in the SMA Program may specifically request in writing that RTA make certain investments which may not be in line with the selected base model portfolio or their particular financial circumstances.

Wrap Fee Programs

RTA does not participate in or sponsor wrap fee programs.

Client Assets Under Management

As of December 31, 2015, RTA has approximately \$3,939,287 in Client Assets Under Management on a discretionary basis and \$20,250 on a non-discretionary basis.

Item 5 Fees and Compensation

RTA's Advisory Fees

The following general disclosures regarding the nature of RTA's advisory fees are broken down according to each of its respective service offerings.

SMA Program--Asset Based Management Fee

Clients participating in RTA's SMA Program will be charged management fees based on a percentage of the assets under RTA's management as reported on the account statements provided by the Client's Broker, Interactive Brokers ("Management Fee"). The Management Fee is paid daily based on the annualized rates shown in the table below:

Programs	Account Value	Annual Management Fee
Bronze Level Package	Non-Discretionary	Complementary Service
Silver Level Package	\$0 to \$500,000	1.5 %
Gold Level Package	\$500,001 to \$1,000,000	1.0 0%
Platinum Level Package	Over \$1,000,000	Negotiable

SMA Program fees are based on the net asset value (NAV) at the close of the market. The SMA Program fee is calculated as an annual percentage of the NAV. Cash balances and investments in money market funds, demand deposit accounts, and certificates of deposit are included for purposes of calculating the Management Fee applicable to a Client account. All Management Fees will be directly debited from Client accounts pursuant to the authorization of the Client contained in the written SMA Program Advisory Agreement.

Under some circumstances, subject to RTA's absolute discretion, RTA's fees may be lower than the above rate schedule and can be negotiated. Accordingly, rates may vary based on a variety of factors. For example, in determining fees, rates, and minimums, RTA may aggregate related accounts and, for billing purposes, treat them as a single account, or may individually negotiate fees based on its relationship with a particular prospective Client.

RTA does not charge performance-based fees of any kind. Fees for services to be performed will not be collected six or more months in advance. RTA may, from time to time, unilaterally amend its fee structure and billing arrangements. Any change will only become effective after forty-five (45) days following written notice to the Client.

A Client may terminate an SMA Program Advisory Agreement for any reason within the first five (5) business days after signing the contract, without any cost or penalty. Thereafter, the contract may be terminated at any time by either party upon thirty (30) days written notice, without any cost or penalty. Upon notice of termination, where fees may be charged in advance, such fees will be prorated based upon the number of days that RTA's advisory services were actually rendered. Any unearned fees will be returned to the Client.

Bronze Level Program Advisory Package

RTA's Bronze Level Program advisory services are generally complimentary. However, the firm may provide additional services for an hourly or fixed monthly fee in accordance with the following:

Hourly Fees: RTA assesses a negotiable hourly rate of up to \$250 per hour for services including development of an initial customized RTS Platform investment strategy and/or the modification of a Client's existing RTS Platform strategy. The number of hours required to complete the customization will vary depending upon the complexity of the Client's financial situation (including the time required for preparation and research) and the Client's specific investment goals, with at least half of any expected fee payable in advance and the balance due upon completion. Following an initial review of the Client's financial circumstances and any pre-existing RTS Platform investment strategy currently used by the Client, RTA will provide the Client with a written good faith estimate of the time required by RTA to develop, design, and/or adjust the Client's RTS Platform investment strategy. Notwithstanding the foregoing, RTA reserves the right to negotiate its hourly fees on a per-Client basis.

Monthly Fixed Fees: Separately, as may be agreed with the Client, RTA may instead provide additional advisory services to its Bronze Level advisory Clients on a monthly basis for fixed fees, payable monthly, in advance, at a rate to be negotiated individually with the Client.

All hourly or monthly fixed fees described above will be agreed upon in advance in writing. Individually negotiated fees (whether the Client elects an hourly or monthly fixed

fee option) shall be based upon, among other factors, the Client's account size, complexity of financial circumstances, or any other factor chosen in RTA's sole discretion.

Except as may otherwise be agreed with the Client, all additional services provided to Bronze Level Program Advisory Clients pursuant to an hourly and/or monthly fixed fee arrangement, are expected to be completed within twenty (20) days from the date Client executes the agreement for such advisory services.

A Client may terminate the Bronze Level Program Advisory Agreement and/or the agreement for additional advisory services provided to Bronze Level Program Clients on an hourly or monthly fixed fee basis within the first five (5) business days after signing the contract, without any cost of penalty. Thereafter, the contract may be terminated at any time by either party upon ten (10) days written notice, without any penalty. Upon notice of termination, where hourly fees were charged in advance, such fees will be pro-rated based upon the number of hours that services were actually rendered, with the Client receiving a refund of any excess advance payment. Upon notice of termination, where fixed monthly fees were charged in advance, such fees will be pro-rated based upon the number of hours that services were actually rendered, with the Client receiving a refund of any excess advance payment.

Prepayment of Client Fees

With the exception of certain hourly and monthly fixed fees described above or as explicitly set forth herein, RTA does not charge Clients fees in advance.

Additional Client Fees

In addition to and separate and apart from any fees charged by RTA, Clients should be aware that they are also responsible for (1) any custodial and /or transactional expenses that may be charged by the custodian that maintains custody of their assets, Interactive Brokers and (2) all fees and expenses charged by the underlying securities held in their accounts (such as mutual funds and/or Exchange Traded Funds ("ETFs")).

Mutual Fund Fees

All fees paid to RTA for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and/or ETFs to their shareholders. These fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge. A client could invest in a mutual fund directly, without RTA's services. In that case, the client would not receive the services provided by RTA which are designed, among other

things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and RTA's fees to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

Compensation to RTA and its Personnel for the Sale of Securities

Neither RTA nor any of its personnel receive direct compensation for the sale of any securities. Neither RTA nor its management receives commissions on the basis of the sale of any securities. Further, neither RTA nor its management receives compensation arising from markups on sales of securities.

Discounts for Friends and Family

Discounts, not generally available to RTA's advisory clients, may be offered to family members and friends of associated persons of RTA.

Advisory Fees In General

Clients should note that similar advisory services may (or may not) be available from other registered (or unregistered) investment advisers for similar or lower fees.

Notices & Communications

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person, or sent by facsimile transmission (with hard copy sent by U.S. mail), sent by overnight courier (postage prepaid), or three days after mailing by registered mail (postage prepaid). All notices or communications to RTA should be sent to RTA's principal office address or at such other address as RTA may designate in writing. All notices or communications to Client shall be sent to the address on record with custodian. Client consents to the following for the delivery of all communications, reports and documents and understands that consent may be revoked at any time by written notice to RTA. RTA is authorized to send notices and other communications required under this Agreement or by law, e.g., Form ADV's and privacy information, in person, by U.S. mail, by facsimile, fee schedule changes, program changes by electronic mail, by web site, internet postings or other widely-used electronic medium. By consenting to electronic delivery of information relating to the Client and Account(s), RTA is authorized to deliver all communications by email at Client's electronic address listed below or by other means. Client will promptly notify Planner if Client's electronic address changes. Client may request information in hardcopy and any such requests will not be a revocation of the consent to receive information electronically.

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

RTA does not charge performance-based fees.

RTA does not presently and does not intend in the future to manage Client accounts other than the SMA Program accounts. However, RTA's management may manage accounts which belong either to themselves individually, or to their family members (collectively, "Proprietary Accounts") while simultaneously continuing to manage RTA's SMA Program Accounts. It is possible that orders for Proprietary Accounts or Affiliated Accounts may be entered in advance of or opposite to orders for Clients' accounts, pursuant to, for instance, a neutral allocation system, a different trading strategy, or trading at a different risk level. The management of any Proprietary Account or Affiliated Account is subject to the duty of RTA and its personnel to exercise good faith and fairness in all matters affecting its Clients' accounts.

Item 7 Types of Clients

RTA's Clients consist primarily of individuals, but may also include institutional Clients, partnerships, corporations, charitable organizations, trusts, and employee benefit plan sponsors. RTA does not require a minimum account size.

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

METHODS OF ANALYSIS

RTA does not subscribe to any particular method of analysis or investment strategy. It strives to develop appropriate investment strategies according to a Client's goals, risk tolerance and objectives. RTA may use any of the following methods of analysis in formulating investment advice and/or managing Client assets:

Charting: In this type of technical analysis, we review charts of market and security activity in an attempt to identify when the market is moving up or down and to predict how long the trend may last and when that trend might reverse.

Fundamental Analysis: We attempt to measure the intrinsic value of a security by

looking at economic and financial factors (including the overall economy, industry conditions, and the financial condition and management of the company itself) to determine if the company is underpriced (indicating it may be a good time to buy) or overpriced (indicating it may be time to sell). Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the security.

Technical Analysis: We analyze past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement. Technical analysis does not consider the underlying financial condition of a company. This presents a risk in that a poorly-managed or financially unsound company may underperform regardless of market movement.

Quantitative analysis: We use mathematical models in an attempt to obtain more accurate measurements of a company's quantifiable data, such as the value of a share price or earnings per share, and predict changes to that data.

A risk in using quantitative analysis is that the models used may be based on assumptions that prove to be incorrect.

Asset Allocation: Rather than focusing primarily on securities selection, ETF and or Fund Models attempt to identify an appropriate ratio of securities, fixed income, and cash suitable to the client's investment goals and risk tolerance.

A risk of asset allocation is that the client may not participate in sharp increases in a particular security, industry or market sector. Another risk is that the ratio of securities, fixed income, and cash will change over time due to stock and market movements and, if not corrected, will no longer be appropriate for the client's goals.

Mutual fund and/or ETF analysis: We look at the experience and track record of the manager of the mutual fund or ETF in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. We also look at the underlying assets in a mutual fund or ETF in an attempt to determine if there is significant overlap in the underlying investments held in other fund in the client's portfolio. We also monitor the funds or ETFs in an attempt to determine if they are continuing to follow their stated investment strategy.

A risk of mutual fund and/or ETF analysis is that, as in all securities investments, past performance does not guarantee future results. A manager who has been successful may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in a fund or ETF, managers of different funds held by the client may purchase the same security, increasing the risk to the client if that security

were to fall in value. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the fund or ETF, which could make the fund or ETF less suitable of the client's portfolio.

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.

General Investment Risks

All investments bear different types and degrees of risk and investing in securities involves risk of loss that Clients should be prepared to bear. While we recommend various securities that are designed to provide appropriate investment diversification, some investments have significantly greater risks than others. Obtaining higher rates of return on investments entails accepting higher levels of risk. Recommended investment strategies seek to balance risks and rewards to achieve investment objectives. Clients need to ask questions about risks they do not understand. We would be pleased to discuss them.

We strive to render our best judgment on behalf of our Clients. Still, we cannot assure or guarantee Clients that recommended investments will be profitable or assure that no losses will occur in an investment portfolio. Past performance is an important consideration with respect to any investment or investment adviser but is not a reliable predictor of future performance. We continuously strive to provide outstanding long-term investment performance, but many economic and market variables beyond our control can affect the performance of an investment portfolio.

An investment could lose money over short or even long periods. A Client should expect his/her account value and returns to fluctuate within a wide range, like the fluctuations of the overall stock and bond markets.

INVESTMENT STRATEGIES

RTA uses the following strategy(ies) in managing Client accounts, provided that such strategy(ies) are appropriate to the needs of the Client and consistent with the Client's investment objectives, risk tolerance, and time horizons, among other considerations:

Market Risk: The price of the security may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances.

Company Risk: Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in, and perceptions of, their issuers change. If you hold common stock, or common stock equivalents, of any given issuer, you should generally be exposed to greater risk than if you hold preferred stocks and debt obligations of the issuer. When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry.

Currency Risk: The currencies of some countries, more particularly emerging countries, are subject to unpredictable fluctuations in value. We have also recently seen similar events occur with Brexit and the EURO. Some countries impose restrictions on the export of their currency or other form of currency restrictions, or stop pegging their currency to a reference currency.

Precious Metals Risk Markets for precious metals are speculative and highly volatile; the prices of precious metals is influenced by many factors including the performance of the economy as a whole, the changing and demand relationships for the commerce and the prevailing psychological characteristics of the relevant marketplace. Also, there are various methods of ownership of physical precious metals which require consideration and evaluation in light of the various costs, such as delivery charges and brokerage fees, which relate to those methods. Investment dollars put into physical precious metals can only be converted back into cash by selling; therefore, there is a cost which is the loss of interest which the investment dollars would earn if left in interest bearing instruments, and in order to offset the loss of interest income, the selling price must be sufficient to cover for the loss of interest. Precious metals are non-income generating assets, i.e. holding them does not provide any source of revenue other than the price appreciation.

Market Volatility: Investment returns will fluctuate and are subject to market volatility. When a client redeems/sells shares these investments may be worth more or less than their original cost. Past performance is no guarantee of future results.

Interest Rate Risk: The risk that the value of interest-bearing investment will change due to changes in the general level of interest rates in the market. The market value of a fixed income instrument fluctuates inversely to the change in interest rates. For example, as interest rates increase fixed income prices tend to decline and as interest rates decrease fixed income prices tend to increase.

Interest rate risk is commonly measured by fixed income duration. The longer a fixed income instrument's duration, the greater the impact there will most likely be on fixed income prices. Investors may incur a gain or loss from fixed income instruments sold prior to final maturity date.

Credit Risk: The risk that principal and/or interest on fixed income instruments will not be paid in a timely manner or in full due to changes in the financial condition of the issuer. Generally, the higher perceived credit risk, the higher rate of interest investors will receive on their fixed income investments.

Many fixed income instruments are rated by third party Nationally Recognized Statistical Rating Organizations (NRSRO) for example Standard & Poor's, Fitch and Moody's. While ratings may assist investors to determine the credit worthiness of the issuer, they are not a guarantee of performance.

Liquidity Risk: The risk stemming from the lack of marketability of an investment that cannot be bought or sold quickly enough to prevent or minimize a loss. Liquidity risk is typically reflected in a wide bid-ask spread or large price movements.

Inflation Risk: When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.

Opportunity Cost: The risk that an investor may forego profits or returns from other investments.

Short Sales: The assets held in Client accounts may be used in short sale transactions. Short selling of instruments can result in profits when the prices of instruments sold short decline, and positions sold short may increase in value in a declining market. In a generally rising market, however, short positions may be more likely to result in losses because the environment may be more conducive for the instruments sold short to increase in value. A short sale involves the theoretically unlimited risk of loss through an unlimited increase in the market price of an instrument sold short.

Stop-Loss Orders: Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit the losses to the intended amounts, since market conditions, which can become extraordinarily volatile, may make it impossible to execute such orders. All positions involve risk, and strategies using combinations of positions, such as "spread" and "straddle" positions, may be as risky as taking simple "long" or "short" positions.

Leverage: Client accounts may borrow money from banks, brokerage firms, and other institutions, commonly known as margin, at prevailing interest rates and invest such funds in additional securities. Gains made with additional funds borrowed will generally allow the value of the leveraged account to rise faster than could be the case without borrowing. Conversely, if investment results fail to cover the cost of borrowing, the value of the leveraged account could decrease faster than if there had been no borrowing. In connection with borrowing limited by applicable margin limitations imposed by the Federal Reserve Board, borrowing may be reduced on a timely basis in the event the value of the leveraged account falls below the coverage requirement of the margin limitations. In the event of such a required reduction of borrowing, the securities positions held in the account may need to be liquidated at times when it might not be desirable or advantageous to do so.

Use of "Portfolio Margin": The assets of Client accounts may also be leveraged using a type of margin called "portfolio margin." Portfolio margin sets margin requirements for a securities account based upon a determination of the net risk of all positions in the account, giving effect to all potentially offsetting positions. Portfolio margin uses computer models to set margin requirements based on the greatest potential net loss on all of the positions in the account, assuming various simulated market movements and taking offsetting positions into account. Allowing a broker-dealer to set margin requirements based on a value at risk calculation will ordinarily result in greater leverage for the Client. Depending on the particular positions maintained, the reduction in required margin could exceed 90%. With such accounts, broker-dealers extend credit to certain qualified customers without being bound to limitations on such margin activities imposed by Regulation T and existing exchange margin rules. Greater leverage entails a greater potential for quicker gain, but also additionally increases the risk of loss.

Investing in Options: RTA may recommend or direct the purchase or sale of put or call options, covered and/or uncovered or funds or ETF's utilizing derivative instruments. The purchaser of a put or call option runs the risk of losing its entire investment in a relatively short period of time. The uncovered writer of a call option is subject to a risk of loss should the price of the underlying instrument increase, and the uncovered writer of a put option who does not have an equivalent short position in the underlying instrument is subject to a risk of loss should the price of the underlying instrument decrease. The writer of a call option who owns the underlying instrument, and the writer of a put option who has a short position in the underlying instrument, are subject to the full risk of their respective positions in the underlying instrument; in exchange for the premium, so long as such persons remain writers of options, they have given up the opportunity for gain resulting from, in the case of a call option writer, an increase in the price of the underlying instrument above the exercise price, or, in the case of a put option writer, a decrease in the price of the underlying instrument below the exercise price.

There are several risks associated with uncovered option writing, which expose the investor to potentially significant losses. Therefore, this type of strategy may not be suitable for all Clients approved for options transactions. The potential loss of uncovered call writing is unlimited. The writer of an uncovered call is in an extremely risky position, and may incur large losses if the value of the underlying instrument increases above the exercise price. As with writing uncovered calls, writers of uncovered put options bear a risk of loss if the value of the underlying instrument declines below the exercise price. Such loss could be substantial if there is a significant decline in the value of the underlying instrument.

Risk of Loss: The level of analytical sophistication as well as the level of computer hardware and systems necessary for successful trading and investing is unusually high. There is no assurance that RTA will correctly evaluate the nature and magnitude of the various factors that could affect trading prospects. There can be no guarantee that RTA's investment methods and strategies or any particular investment recommended or

directed by RTA will prove profitable. 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.

Additional Risks Associated with Mutual Funds and ETF's:

Tracking Error for Index Funds: Index mutual funds seek to track the returns of a market benchmark such as the S&P 500 index, by holding the same securities or a representative sample. A risk of using index mutual funds or ETF's is that the fund may not be able to track its benchmark closely creating the potential for lower returns than the benchmark.

Lack of Control or/Transparency: Clients typically are not given the exact makeup of a funds' portfolio at any given time, nor can they directly influence which securities the fund manager buys and sells or the timing of those trades.

Price Uncertainty: With an individual stock, a client can obtain real-time pricing information by checking financial websites or calling broker/custodian. With a mutual fund, the price at which a client purchases or redeem shares will typically depend on the fund's NAV, which the fund might not calculate until many hours after a client has placed their order. Mutual funds generally calculate their NAV at least once per business day.

Trading at discount or premium: An ETF may be traded at a discount or premium to its Net Asset Value (NAV). This price discrepancy is caused by supply and demand factors, and may be particularly likely to emerge during periods of high market volatility and uncertainty.

This phenomenon may also be observed for ETFs tracking specific markets or sectors that are subject to direct investment restrictions.

Foreign exchange risk: Investors trading ETFs with underlying assets not denominated in United States dollars are also exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the ETF price.

Item 9 Disciplinary Information

We are required to disclose any legal or disciplinary events that are material to a Client's or prospective Client's evaluation of our advisory business or the integrity of our management.

Our firm and management personnel have no Criminal or Civil Actions, Administrative Enforcement proceedings or Self-Regulatory Organization Enforcement proceedings or other reportable disciplinary events to disclose.

Item 10 Other Financial Industry Activities and Affiliations

Neither RTA nor our related persons are engaged in other financial industry activities, nor do they have any other industry affiliations.

Material Relationships and Conflicts of Interest

Mr. Nicholas Rausch is actively engaged in the following non-investment related business in addition to his role with RTA:

Robotic Trading Systems-- Robotic Trading Systems ("RTS"). RTS, an Arizona limited liability company, is an internet/software company that markets fully automated trading and education systems and technology. As principal and manager of RTS, Mr. Rausch is responsible for managing capital relationships and strategic development. He devotes approximately 10-15 hours per month to his role with RTS. Although RTS's offerings can be used by those not working with RTA in any capacity, all of RTA's clients are required to purchase and maintain ongoing access to the RTS Platform. Mr. Rausch, as a principal of both firms, receives additional compensation as a result of the intertwined nature of these companies and their offerings, which would be maximized if all Clients were Clients of both companies. RTA and its principals, including Mr. Rausch, are aware of the fiduciary duty they owe to their Clients, and endeavor at all times to demonstrate their efforts to act in the best interests of their Clients at all times.

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

RTA has adopted a Code of Ethics (the "Code") which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws.

RTA and our personnel owe 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.

RTA's Code of Ethics further includes the firm's policy prohibiting the use of material non-public information. While we do not believe that we have any particular access to non-public information, all employees are reminded that such information may not be used in a personal or professional capacity.

A copy of our Code of Ethics is available to our advisory Clients and prospective Clients. You may request a copy by email sent to nick.rausch@roboticadvisors.com, or by calling us at 855-207-2276.

RTA and individuals associated with our firm are prohibited from engaging in principal transactions.

RTA and individuals associated with our firm are prohibited from engaging in agency cross transactions.

Our Code of Ethics is designed to assure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of Advisory Clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Investment by RTA and its Management in Securities Recommended to Clients

As discussed in Item 6, RTA's management may trade Proprietary Accounts and Affiliated Accounts. Such Proprietary Accounts and Affiliated Accounts may make investments in the same securities RTA recommends and transacts in for its Clients. It is possible orders for securities for Proprietary Accounts and Affiliated Accounts may be entered in advance of or opposite to orders for Client accounts, pursuant to, for instance, a neutral allocation system, a different trading strategy, or trading at a different risk level. The management of any Proprietary Accounts or Affiliated Accounts is subject to the duty of RTA to exercise good faith and fairness in all matters affecting its Clients' accounts.

RTA does not recommend, buy or sell for Client accounts any securities in which RTA or any member of its management has a material financial interest.

It is the expressed policy of our firm that no person employed by us may purchase or sell any security prior to a transaction(s) being implemented for an advisory account, thereby preventing such employee(s) from benefiting from transactions placed on behalf of advisory accounts.

We may aggregate our employee trades with Client transactions where possible and when compliant with our duty to seek best execution for our Clients. In these instances, participating Clients will receive an average share price and transaction costs will be shared equally and on a pro-rata basis. In the instances where there is a partial fill of a particular batched order, we will allocate all purchases pro-rata, with each account paying the average price. Our employee accounts will be included in the pro-rata allocation.

As these situations represent actual or potential conflicts of interest to our Clients, we have established the following policies and procedures for implementing our firm's Code of Ethics, to ensure our firm complies with its regulatory obligations and provides our Clients and potential Clients with full and fair disclosure of such conflicts of interest:

1. No principal or employee of our firm may put his or her own interest above the interest of an Advisory Client.
2. No principal or employee of our firm may buy or sell securities for their personal portfolio(s) where their decision is a result of information received as a result of his or her employment unless the information is also available to the investing public.
3. It is the expressed policy of our firm that no person employed by us may purchase or sell any security prior to a transaction(s) being implemented for an advisory account. This prevents such employees from benefiting from transactions placed on behalf of advisory accounts.
4. Our firm requires prior approval for any IPO or private placement investments by related persons of the firm.
5. We maintain a list of all reportable securities holdings for our firm and anyone associated with this advisory practice that has access to advisory recommendations ("access person"). These holdings are reviewed on a regular basis by our firm's Chief Compliance Officer or his/her designee.
6. We have established procedures for the maintenance of all required books and records.
7. Clients can decline to implement any advice rendered, except in situations where our firm is granted discretionary authority.

8. All of our principals and employees must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.
9. We require delivery and acknowledgment of the Code of Ethics by each supervised person of our firm.
10. We have established policies requiring the reporting of Code of Ethics violations to our senior management.
11. Any individual who violates any of the above restrictions may be subject to termination.

General Information about Conflicts of Interest

The overarching principle guiding RTA's Code and application thereof with respect to conflicts of interest is that the personal interest of RTA or its management should not be placed improperly before the interest of RTA's Clients. More specifically, management personnel must not use their personal influence or personal relationship improperly to influence investment decisions of RTA's Clients whereby such member of management would benefit personally to the detriment of such Clients or cause the Clients to take action, or fail to take action, for the individual personal benefit of RTA or any member of its management rather than the benefit of the Clients.

Item 12 Brokerage Practices

Selection of Broker-Dealer Firms

RTA has the authority to determine the particular securities to be bought and sold, the amount of the securities to be bought or sold, and to limit the Client's selection of the broker or dealer to be used by the Client for SMA Program accounts. Clients participating in RTA's Bronze Level Program are limited in this manner as well. As a condition of participation in any of RTA's advisory programs, Clients are required to maintain their brokerage account(s) at Interactive Brokers, LLC, 2 Pickwick Plaza, Greenwich, Connecticut 06830; 877-442-2757.

Soft Dollar Benefits

RTA does not have any soft dollar arrangements and does not receive any soft dollar benefits.

Order Aggregation

From time to time and when advantageous to Clients, RTA may aggregate the purchase or sale of securities for more than one Client account. RTA will generally aggregate orders using the Brokers' systems for entering trades at the omnibus level. RTA will allocate fills resulting from aggregate orders in accordance with its internal policy regarding the same. Generally, such policy requires RTA to allocate aggregate order fills among and between participating Client accounts on a pro-rata basis (i.e. to the extent each Client account participated in the aggregate order).

Block trading may allow us to execute equity trades in a timelier, more equitable manner, at an average share price. RTA will typically aggregate trades among Clients whose accounts can be traded at a given broker, and generally will rotate or vary the order of brokers through which it places trades for Clients on any particular day. RTA's block trading policy and procedures are as follows:

- 1) Transactions for any Client account may not be aggregated for execution if the practice is prohibited by or inconsistent with the Client's advisory agreement with RTA, or our firm's order allocation policy.
- 2) The trading desk in concert with the portfolio manager must determine that the purchase or sale of the particular security involved is appropriate for the Client and consistent with the Client's investment objectives and with any investment guidelines or restrictions applicable to the client's account.
- 3) The portfolio manager must reasonably believe that the order aggregation will benefit, and will enable RTA to seek best execution for each client participating in the aggregated order. This requires a good faith judgment at the time the order is placed for the execution. It does not mean that the determination made in advance of the transaction must always prove to have been correct in the light of a "20-20 hindsight" perspective. Best execution includes the duty to seek the best quality of execution, as well as the best net price.
- 4) Prior to entry of an aggregated order, a written order ticket must be completed which identifies each Client account participating in the order and the proposed allocation of the order, upon completion, to those Clients.
- 5) If the order cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated pro-rata among the participating Client accounts in accordance with the initial order ticket or other written statement of allocation. However, adjustments to this

pro-rata allocation may be made to participating Client accounts in accordance with the initial order ticket or other written statement of allocation. Furthermore, adjustments to this pro-rata allocation may be made to avoid having odd amounts of shares held in any Client account, or to avoid excessive ticket charges in smaller accounts.

- 6) Generally, each Client that participates in the aggregated order must do so at the average price for all separate transactions made to fill the order, and must share in the commissions on a pro-rata basis in proportion to the Client's participation. Under the Client's agreement with the custodian/broker, transaction costs may be based on the number of shares traded for each Client.
- 7) If the order will be allocated in a manner other than that stated in the initial statement of allocation, a written explanation of the change must be provided to and approved by the Chief Compliance Officer no later than the morning following the execution of the aggregate trade.
- 8) RTA's client account records separately reflect, for each account in which the aggregated transaction occurred, the securities which are held by, and bought and sold for, that account.
- 9) Funds and securities for aggregated orders are clearly identified on RTA's records and to the broker-dealers or other intermediaries handling the transactions, by the appropriate account numbers for each participating Client.
- 10) No Client or account will be favored over another.

Item 13 Review of Accounts

Client Account Review Frequency

Client accounts in the SMA Program are reviewed at least monthly by Mr. Nicholas Rausch or the appropriate Investment Adviser Representative. Additional daily & weekly reviews are conducted by Chief Compliance Officer and administrative staff of selected portfolios. Client accounts are reviewed for consistency with the intended investment strategy, stated investment objectives, guidelines, restrictions and expected performance. 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. Client accounts participating in the Bronze Level Program will be reviewed as often as requested by the Client, pursuant to the Bronze Level Program Advisory Agreement.

Reports Provided to RTA's Clients

SMA Program Clients and Bronze Level Program Clients will have direct and continuous access to their accounts and the statements and related documents associated therewith via the custodian holding the Clients' accounts. Brokerage statements are generated monthly and sent directly to the Client by the brokers. These statements are expected to list the account positions, activity in the account over the month and other related information. Clients are encouraged to review all communications and statements received from immediately upon receipt.

In addition, the Client's Brokerage firm generates tax documents. Tax documents are typically generated annually and are available by the Client's brokerage firm. RTA does not provide tax consultation or interpretation of the Client's Brokerage tax documents. RTA recommends Clients consult their tax advisors regarding the interpretation and filing of tax documentation.

Item 14 Client Referrals and Other Compensation

It is RTA's policy not to engage solicitors or to pay related or non-related persons for referring potential Clients to our firm.

OTHER COMPENSATION

As previously disclosed, some members of RTA's management receive additional compensation as a result of their involvement and ownership interest in RTS, which is a provider of trading and educational software. Acquisition of and ongoing participation in the RTS Platform is required for all RTA advisory Clients, although not all RTS Platform purchasers must become advisory Clients of RTA. Such acquisition and ongoing participation may be in the form of fixed fees, ongoing subscription-based fees, or a combination of the two, which are disclosed to RTS' clients prior to purchase.

Item 15 Custody

We previously disclosed in the "Fees and Compensation" section (Item 5) of this Brochure that our firm directly debits advisory fees from Client accounts.

As part of this billing process, the Client's custodian is advised of the amount of the fee to be deducted from that Client's account. On at least a quarterly basis, the custodian is required to send the Client a statement showing all transactions within the account during the reporting period. These statements are also available to Clients online.

Because the custodian does not calculate the amount of the fee to be deducted, it is important for Clients to carefully review their custodial statements to verify the accuracy of the calculation, among other things. Clients should contact us directly if they believe that there may be an error in their statement.

Note that, as previously disclosed, advisory services are offered to Bronze Level Program Clients as a complementary offering, to which they may choose to add additional services for at hourly or monthly charges. If Clients remain in the Bronze Level Program and do not choose to add any optional advisory services, there would be no fees to directly debit and thus no custody in that or any other manner for these accounts.

Our firm does not have actual custody of any Client assets.

Item 16 Investment Discretion

RTA's SMA Program Advisory Agreement provides for RTA to be delegated discretionary authority over the SMA Program account(s) of its Clients. This authority will be restricted to trading activity only, including buying and selling securities, utilizing margin, and so on in appropriate accounts. Except for direct debits of its Management Fee, RTA will not be permitted to initiate transfers of funds in or out of Clients' SMA Program accounts.

With respect to Bronze Level Program Clients, each Client has sole and complete discretionary authority over his/her account(s). RTA does not have any authority to determine the investment choices exercised in connection with the Client's portfolio, and merely provides investment and strategy recommendations which the Clients are free to accept or not as they choose.

Item 17 Voting Client Securities

As a matter of firm policy, we do not vote proxies on behalf of Clients. Therefore, although our firm may provide investment advisory services relative to Client investment assets, Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the Client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers,

bankruptcy proceedings or other type events pertaining to the Client's investment assets. Clients are responsible for instructing each custodian of the assets to forward to the Client copies of all proxies and shareholder communications relating to the Client's investment assets.

We do not offer any consulting assistance regarding proxy issues to Clients, and suggest that Clients contact their custodian and/or transfer agent(s) with any questions about a particular proxy or solicitation.

Item 18 Financial Information

As an advisory firm that maintains discretionary authority for certain Client accounts, we are also required to disclose any financial condition that is reasonably likely to impair our ability to meet our contractual obligations. RTA has no such financial circumstances to report.

Under no circumstances do we require or solicit payment of fees in excess of \$1200 per client more than six months in advance of services rendered. Therefore, we are not required to include a financial statement.

RTA has not been the subject of a bankruptcy petition at any time during the past ten years.