

**Item 1: Cover Page for Part 2A of Form ADV: Appendix 1Wrap Fee Program  
Brochure January 2, 2018**

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This wrap fee program brochure (this “Brochure”) provides information about the qualifications and business practices of Firsttrade Advisor, LLC (hereinafter referred to as “Firsttrade”, “us”, “we”, or “our firm”). If you have any questions about the contents of this Brochure, please contact us at (718) 269-1504 or via email at [ftcompliance@firsttrade.com](mailto:ftcompliance@firsttrade.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. Registration does not imply a certain level of skill or training.

Additional information about Firsttrade is also 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. Firsttrade’s CRD number is 282937.

**Item 2: Material Changes to Part 2A of Form ADV:  
Appendix 1 Wrap Fee Program Brochure**

This Wrap Fee Program Brochure is our firm's first Brochure.

In future versions of our Brochure, we will address only those "material changes" that have been incorporated since our last annual amendment of the Brochure.

We may, at any time, update this Brochure and send a copy to you with a summary of material changes, or send you only a summary of material changes that includes an offer to send you a copy of the full Brochure, either by electronic means (email) or in hard copy form.

If you would like another copy of this Brochure, please download it from the SEC website as indicated above, download it from the Firsttrade website at [www.firsttradeadvisor.com](http://www.firsttradeadvisor.com) or contact us at (718) 269-1504 or via email at [ftcompliance@firsttrade.com](mailto:ftcompliance@firsttrade.com).

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## **Item 4: Services, Fees, and Compensation**

### **A. FIRM DESCRIPTION**

Firstrade was founded in January 2016 as a Delaware limited liability company with its principal place of business in Flushing, New York. Firstrade is an investment adviser applying for registration with the SEC and is a wholly-owned subsidiary of Firstrade Holding Corporation, a Delaware corporation. Firstrade is an “Internet adviser” as defined by Rule 203A-2(e) under the Investment Advisers Act of 1940 (the “Advisers Act”). Firstrade also sponsors wrap fee programs as defined under Rule 204-3(g)(4) of the Advisers Act.

### **B. SERVICES**

Firstrade offers individuals and high net worth individuals (“Clients”) unique automated investment advisory services over the internet to allow Clients convenient and personalized access to portfolio management. This Brochure is meant to help Clients understand the nature of the advisory services offered by Firstrade, whether the advisory services offered by Firstrade are right for you, and the potential conflicts of interest associated with your participation in the Firstrade Wrap Fee Program. You should review this Brochure carefully and retain a copy for your records.

Firstrade manages assets as part of our Wrap Fee Program. A wrap fee program is a common alternative to a typical advisory fee structure that provides Clients with discretionary advisory, execution and clearing and custodial services for one all-inclusive bundled fee with no additional account activity charges. In exchange for these “bundled” services, Clients pay an all-inclusive (or “wrap”) fee determined as a percentage of the assets held in the wrap account. As such, Firstrade charges Clients a single bundled fee that covers the investment advisory services it provides, as well as the brokerage services provided by Firstrade Securities, Inc. (“Firstrade Securities”), an affiliated broker-dealer, and custodial services, as well as execution, clearance and settlement of transactions, are provided by Apex Clearing Corporation (“Apex”). Your fee is bundled with our costs for executing and clearing transactions in your account(s). Please see Item 6 for additional information on brokerage consideration.

Prior to providing any discretionary services, Firstrade will provide its advisory services to Clients pursuant to an Investment Management Agreement (the “Agreement”) entered into between Clients and Firstrade. We begin by assessing our Clients’ risk profiles through an online Questionnaire (as defined herein) whereby the Clients provide their current and anticipated financial condition as well as their investment objectives and risk tolerance. The Clients are also provided a Platform Account Agreement (the “Platform Account Agreement”) with Robustwealth, Inc. (“Robustwealth”), which establishes the Client accounts and through which Firstrade provides the brokerage services.

Clients for whom we are providing discretionary investment management services grant Firsttrade a limited power of attorney permitting us to buy and sell securities on Clients' behalf, which are custodied with Apex, Firsttrade Securities' clearing firm. Our Clients will have their trades effected by our affiliated broker-dealer, Firsttrade Securities, pursuant to the sub-advisory agreement between Firsttrade and Robustwealth (the "Subadvisory Agreement"). Authorization pursuant to the Agreement to manage Clients' assets on a discretionary basis shall remain in full force and effect until revoked by Clients in writing. Pursuant to the Subadvisory Agreement, Firsttrade appoints Robustwealth, an SEC registered investment adviser, as portfolio manager and as a limited agent of Firsttrade solely for the purpose of implementing Firsttrade's Wrap Fee Program.

Robustwealth's Platform consists of the Comprehensive Program or the Partial Program, in each case, as elected by Firsttrade with respect to each Client's account. The Comprehensive Program is an automated investment management platform consisting of a portfolio of exchange traded funds and other funds (collectively, "Funds") and other securities, selected asset allocation percentages, and a cash allocation, in each case, as determined by Robustwealth held in a single brokerage account (each a "Portfolio" and collectively, "Portfolios"). The Partial Program is an investment management platform whereby Firsttrade provides model portfolios to certain Client accounts maintained by Firsttrade Securities ("Client Platform Accounts") through the Platform and Robustwealth provides rebalancing and tax-loss harvesting. Such model portfolios may include Funds or other securities sponsored by a third-party provider of such model portfolios or an affiliate thereof resulting in a potential conflict of interest. Updates to such model portfolios may be subject to delays, including processing delays, relative to other sources of such third-party model portfolios. The Platform is not provided on an exclusive basis to Firsttrade or its Clients and Firsttrade acknowledges that Robustwealth provides substantially similar services to other parties and clients. The Platform shall have the features and specifications set forth below (Please see "The Platform" for a more in-depth description of Robustwealth's business). Robustwealth is responsible for implementing the investor profile questionnaire (the "Questionnaire") answered by Clients participating in the Comprehensive Program and the proprietary automated scoring of Client answers and mapping to a recommended Portfolio, as further discussed below.

Pursuant to the Subadvisory Agreement, Firsttrade adopted Robustwealth's Platform, but has customized and adopted the Platform as follows:

- By providing its own trademarks, branding and content to Robustwealth for online display to Clients in connection with the Platform via Robustwealth's website through which Clients access Firsttrade's Wrap Fee Program (the "Firsttrade Dashboard");
- By selecting either the Comprehensive Program or the Partial Program with respect to each Client's account;

- By constructing the model portfolios made available to Clients (including, without limitation, selecting the securities and setting the asset allocation percentages) through the Partial Program; and
- By reviewing the security pairings determined by Robustwealth for use in tax-loss harvesting, as applicable.

The Firstrade platform maintains and monitors Clients' individual account parameters. This review may include types of account, investment objectives, overall financial conditions, personal and business assets, risk tolerances, and other factors unique to Clients' individual situations. Based on our Clients' parameters, Robustwealth will develop customized investment Portfolios. Periodic reviews of Clients' investment programs may result in our Clients' programs being revised by Robustwealth from time to time.

Firstrade offers discretionary services to Clients by providing real-time access to affordable, professional and customized portfolio management through its website. Firstrade will develop customized investment programs and guide our Clients' investments by recommending:

- A customized portfolio of Exchange Traded Funds ("ETFs") and/or mutual funds, according to the BlackRock Target Allocation Model; and/or
- A customized portfolio of publicly traded equities ("Stocks") and/or bonds.

The Firstrade website and Firstrade Dashboard allow Clients to update their risk profiles online, which will typically effect a change in their portfolio composition based upon the new risk profile. Firstrade provides Clients with a dedicated login to its website where Clients can view their holdings and their account history. Client Portfolios are periodically rebalanced on a discretionary basis to realign the Portfolios to the desired weighting across investments.

Firstrade, as an algorithm-, software-based advisor, requires Clients to acknowledge their ability and willingness to conduct the relationship with Firstrade on an electronic basis. Under the terms of the Agreement, Clients agree to receive all account information and account documents (including Brochures), and any updates or changes to the same, through access to the Firstrade website and Firstrade's electronic communications. Unless noted otherwise on Firstrade's website or within this Brochure, Firstrade's advisory services, Robustwealth's portfolio management services, and Firstrade Securities' brokerage services are managed electronically.

In its management of Clients' portfolios, Firstrade will seek to ensure that certain conditions are met and maintained. The software-based advisory services generally include preselected ETFs and/or Stocks for each asset class within the plans recommended to Clients by Firstrade. Firstrade does not allow Clients to select their own ETFs or Stocks because the preselected securities and asset class is considered to be part of the overall investment plan. Clients must promptly notify Firstrade of any change to their financial

situations or investment objectives that might require a review or revision of their Portfolios.

At any time, Clients may terminate an account or withdraw all or part of an account, or update their investment profile, which may initiate an adjustment in the account holdings. Unless otherwise directed by Clients, Firsttrade will sell the securities in their accounts (or a portion of the account in the case of a partial withdrawal or update) at market price at or around the time of termination, withdrawal or update.

In the Questionnaire, Clients will answer several questions about their risk tolerance levels, investment objectives, financial information and personal information, including age, income and assets. Based on the responses provided by each Client, an algorithm will recommend a portfolio suitable for such Client. However, based on communications with each Client, Firsttrade has the ability to override the algorithm.

### **C. THE PLATFORM**

The below discussion is intended to provide further information with respect to Robustwealth's Platform. If any of the below information relating to the Platform changes, we will promptly amend this Form ADV to reflect any such change. For further information relating to the Platform, please review Robustwealth's Form ADV, which is available via the SEC's public disclosure website (IAPD) at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

#### *Online Interfaces*

**Firsttrade Dashboard:** Firsttrade uses the Firsttrade Dashboard to configure and maintain Firsttrade's Wrap-Fee Program and to access the Client Dashboard (the website made available by Robustwealth whereby Clients access Firsttrade's Wrap-Fee Program) as an investment advisor to manage Clients' Platform Accounts.

**Client Dashboard:** Clients use the Client Dashboard to access Firsttrade's Wrap-Fee Program, answer the Questionnaire, open and fund their brokerage account with Firsttrade Securities, and view their Client Platform Accounts on an ongoing basis.

**Firsttrade Branding:** Through configuration via the Firsttrade Dashboard and/or via e-mail to a designated contact at Robustwealth, Firsttrade will have its name, logo and contact information displayed on the Client Dashboard.

**Automated Investment Engine:** Robustwealth, as Firsttrade's agent, operates the Automated Investment Engine that generates trade orders including trade orders to implement "Automatic Rebalancing and Trading" and, if applicable, "Tax-Loss Harvesting," as described below.

### *Platform Account Requirements*

Custodian and Broker-Dealer: Apex acts as custodian and clears and settles all transactions, and Firstrade Securities acts as the introducing broker-dealer to Apex, introducing all clients on a fully disclosed basis.

Platform Account Minimum: No current account minimum but Robustwealth may implement an account minimum at any time in its discretion.

Cash Feature: Enrollment in the Cash Program

### *Investor Profile Questionnaire, Scoring and Mapping to Recommended Investment Strategy - Comprehensive Program Only*

Client investment objectives and risk tolerance are determined via a Questionnaire to be provided by Robustwealth from time to time, or tailored at the request of Firstrade. Firstrade can customize the risk tolerance questions, weightings and answers on the Firstrade Dashboard. Robustwealth only provides questions as an example and Firstrade takes full responsibility for reviewing and approving the risk tolerance questions, answers and weights.

- Based on the answers, Client receives a system generated score.
- Firstrade will include in the Questionnaire factual questions to measure risk capacity and behavioral questions to measure risk willingness and answers are scored accordingly.
- Client answers are scored and scores are mapped to recommended Portfolios based on Firstrade's configuration of model & goal mapping in the Firstrade Dashboard. If Firstrade uses a "Target Date" based goal framework then other factors such as glide path and Client's Target Date may be considered in the Portfolio mapping. Firstrade can allow Clients to adjust risk tolerance scores and override the Questionnaire score in the Client Dashboard. Firstrade can override the risk tolerance score or model Portfolio in the Firstrade Dashboard.
- Through Firstrade, Clients may add reasonable investment restrictions, including, among other things, constraints on their Portfolios.

### *Automatic Rebalancing and Trading*

Daily Aggregated Trading: At least once per day system-generated trade orders, for all Platform Accounts of Firstrade and all other enrolled accounts of other advisors using the Platform, may be used to:

- Invest new Platform Accounts in the Portfolio selected by Firstrade;



- Rebalance Platform Accounts to target asset allocation for the applicable Portfolio when an asset class drifts from target allocation by a specified percentage determined by default by Robustwealth. Firstrade can customize the rebalancer settings by contacting Robustwealth. These defaults are subject to change by Robustwealth based on ongoing research;
- Rebalance Platform Accounts based on deposits and withdrawals of funds, changes made by Firstrade to asset allocation percentages for the selected Portfolio, and Firstrade selecting a different Portfolio for the Platform Account;
- Rebalance Platform Accounts because of changes to model weights or holdings. Firstrade can initiate model weight or holding changes; and
- Rebalance Platform Accounts because of the Client or Firstrade changing the target allocation of the Client.

#### *Adjustments and Restrictions*

Robustwealth may adjust the target model allocation to account for existing Client holdings such as low cost stock or held away assets. Firstrade may customize asset class mappings on the Firstrade Dashboard. This may affect rebalancing.

Robustwealth automatically locks lots or holdings subject to wash sale rule or short-term capital gains. Firstrade can override these locks in the Firstrade Dashboard.

Firstrade can set Ignore, Hold, Tradeable or Tradeable Override on the Firstrade Dashboard and can enable Clients to access settings for existing holdings on the Client Dashboard.

- Ignore – Robustwealth will ignore that lot and not sell that lot or holding.
- Hold – Robustwealth will not sell that lot or holding and consider it in the overall asset allocation. Robustwealth will adjust the model target weight to account for this holdings exposure. Default asset class mappings are provided but can be overridden by Firstrade on the Firstrade Dashboard.

#### *Suspension/Resumption of Automated Trading*

Firstrade may instruct Robustwealth to suspend/resume trading in all Platform Accounts or specified individual Platform Accounts (this is not intended as a means for Firstrade to engage in market timing). Suspension/resumption will generally become effective on the next regularly scheduled daily trading generated by the Automatic Investment Engine.

- Robustwealth may suspend/resume trading in all Platform Accounts in the event that it reasonably believes that the Automated Investment Engine may not function as intended.

- No Firsttrade or Client Trading Authority:
  - Neither Firsttrade nor Client may give trade orders directly on Platform Accounts, except to request settings on lots for existing holdings.
  - Firsttrade should be aware at all times of the functionality available to its Clients on the Client Dashboard and should limit or restrict such functionality as appropriate via the Firsttrade Dashboard or by contacting Robustwealth.

### *Tax-Loss Harvesting*

No minimum Platform Account Balance is required for tax-loss harvesting. Tax-loss harvesting events are triggered when a position within the Platform Account has an unrealized loss of greater than a specified percentage of the total Platform Account value as shown below. When a tax-loss harvesting trade event occurs, the primary security is sold and the secondary security is purchased, per the security pairings chosen by Robustwealth. However, the security pairings chosen by Robustwealth can be overridden by Firsttrade in the Firsttrade Dashboard.

- Trade Order Management Process:
  - Trades are executed by Firsttrade Securities.
  - All trades for Platform Accounts may be aggregated with trades for enrolled accounts of Clients of other investment advisors using the Platform.
  - Platform Accounts receive the average price for the aggregated trades.
  - Firsttrade may contact Robustwealth for additional information about particular trades.

### *Rebalancing and Tax-Loss Harvesting*

Rebalancer Settings: Firsttrade can contact Robustwealth or customize rebalancer settings on the Firsttrade Dashboard.

Tax-loss harvesting threshold: This is initially set at an unrealized loss >0.3% of total Portfolio value. Firsttrade can contact Robustwealth or customize tax-loss harvesting settings on the Firsttrade Dashboard.

### *How the rebalancing and tax-loss harvesting algorithm works*

Rebalancing and tax-loss harvesting thresholds are checked at least once per day and trade orders are generated as needed. When trades occur, the algorithm follows a set of rules to net out both types of trades.

- Initial Portfolio buys:
  - When a Client opens a new Platform Account, the algorithm follows the methodology below to make the initial securities purchases.

- Using the cash deposited into the new Platform Account, as many securities as possible are purchased given the target weight of that holding. If a holding cannot be purchased, then excess cash is held.
- Cash is targeted to be at the model's target or assigned account "Minimum Cash Setting". Smaller accounts will generally have excess cash because model targets may not be fully implemented due to limitations of having to trade full shares or units in certain securities.
- Deposits / withdrawals:
  - Additional deposits enter the Platform Account as part of the cash allocation. When the cash allocation exceeds its targeted weighting based on the Platform Account's target allocation or account "minimum cash setting", then Robustwealth's proprietary rebalancer may execute trades. Security purchases depend on a variety of factors such as trade cost, Firsttrade's rebalancer settings and tax impact.
  - A Client withdrawal request pulls first from the Portfolio's cash allocation. If the cash needed to meet the withdrawal request causes the cash allocation to fall below the drift tolerance level, a rebalancing sell is triggered. Robustwealth's proprietary rebalancer determines the optimal lots to sell based on drift, holding settings, tax impact and trade cost. The rebalancer settings can be customized by Firsttrade and a linear program is used to evaluate the cost/benefit of every potential trade.
- Rebalancing buys / sells:
  - Rebalancing is triggered when Robustwealth's proprietary rebalancer determines whether a trade is necessary. This is based on rebalancer settings such as:
    - Asset class drift setting – when rebalancing risk premia is applied as a benefit.
    - Individual security drift setting - when rebalancing risk premia is applied as a benefit.
    - Tax impact – personal tax rates based on defaults or customized to user.
    - Lot & holding expected trade cost – trade cost per custodian, per advisor, per security.
    - Rebalancing risk premia – benefit associated with a rebalancing trade.
    - New holdings risk premia – benefit associated with a trade to buy a new Portfolio holding.
    - Rebalancing often involves both selling securities in overweight asset classes and buying securities in underweight asset classes as part of a unified process. For the purposes of illustration, the following examples describe each part of that process separately.
  - Rebalancing buys:

- An asset class whose weighting has fallen more than the applicable rebalancing drift tolerance below its target may trigger a trade to purchase securities to raise the weighting back to target.
  - Rebalancing sells:
    - An asset class whose weighting has risen more than the applicable rebalancing drift tolerance above its target may trigger a trade to sell securities in order to reduce the weighting back to target. However, securities purchased in a trade that has not yet settled will not be sold except if necessary to provide cash for a requested withdrawal. Securities are sold using settings configured in the rebalancer to minimize tax impact & trade cost given the benefit of rebalancing.
- Tax-loss harvesting trades:
  - Tax-loss harvesting trades may be implemented when the daily Portfolio check determines that the loss generated from selling a security would exceed the Tax-loss harvesting setting of the total Portfolio value. Firsttrade can customize Tax-loss harvesting settings in the Firsttrade Dashboard. Other considerations such as trade cost may also be considered.
- Rebalancing buy & tax-loss harvesting trades
  - The algorithm incorporates rebalancing and tax-loss harvesting trades as part of a single unified process. If the daily check determines that a rebalancing is necessary and that a tax-loss harvesting opportunity is also available, those trades will be coordinated.
- Rebalancing sell & tax-loss harvesting trade
  - In this scenario, the algorithm has determined that a tax-loss harvesting opportunity is available in an asset class and that a rebalancing is also necessary to reduce the weight of the asset class back to its targeted weight.
- Portfolio changes
  - The algorithm generally tries to avoid wash sales, including in the case where Firsttrade changes the asset allocation percentages for a Portfolio and in the cases where a Client initiates changes in their Portfolio by revising answers to the Questionnaire or requesting an investment restriction.

#### **D. FEES AND COMPENSATION**

Fees with respect to Firsttrade's Wrap Fee Program will automatically be deducted from Client's managed accounts (the "Wrap Fee"). As part of this process, Clients must understand and acknowledge the following:

- Apex electronically sends statements at least quarterly to you showing all disbursements for your account, including the amount of the advisory fees paid;
- Clients provide authorization permitting fees to be directly paid by these terms; and
- Firsttrade calculates the advisory fees and deducts them from the Client accounts.

On a quarterly basis, the Wrap Fee will be deducted from each Client account quarterly in arrears in an amount equal to .30% of the Client's account balance per year. Such Wrap Fee includes all fees payable to Robustwealth for its provision of portfolio management services, Firsttrade Securities for its provision of brokerage services, and Apex for its provision of custodial services.

Pursuant to the Subadvisory Agreement, Robustwealth is paid by Firsttrade on a pro rata annualized basis quarterly in arrears based on the value of Client's accounts on the last day of the previous month (the "Robustwealth Fee").

As discussed above, Clients will not have to pay any fees in addition to the Wrap Fee, which includes the Robustwealth Fee. However, other advisers providing similar services may require clients to pay for their own transaction expenses, including, but not limited to, investment-related expenses (such as brokerage commissions, clearing and settlement charges, custodial fees, interest expenses, expenses relating to consultants, brokers or other professionals or advisors who provide research, advice or due diligence services with regard to investments); any applicable tax liabilities (including transfer taxes and withholding taxes); and other similar expenses related to their account in addition to advisory fees.

A wrap fee program allows Clients to pay a specified fee for investment advisory services and the execution of transactions. The advisory services may include portfolio management and the fee is not based directly upon transactions in your account. Your fee is bundled with our costs for executing transactions in your account(s). This results in a higher advisory fee to you.

Firsttrade does not charge Clients higher advisory fees based on their trading activity, but you should be aware that we may have an incentive to limit our trading activities in your account(s) because we are charged for executed trades. By participating in a wrap fee program, you may end up paying more or less than you would through a non-wrap fee

program where a lower advisory fee is charged, but trade execution costs are passed directly through to you by the executing broker.

You may pay product or custodial fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund which shall be disclosed in the fund's prospectus (i.e., fund management fees and other fund expenses), mark-ups and mark-downs, spreads paid to market makers, wire transfer fees and other fees and taxes on brokerage accounts and securities transactions. These fees are not included within the Wrap Fee and Firstrade does not benefit directly or indirectly from any such fees. An ETF typically includes embedded expenses that may reduce the ETF's net asset value, and therefore may directly affect the ETF's performance and indirectly affect Clients' portfolio performances or an index benchmark comparison. Expenses of an ETF may include management fees, custodian fees, brokerage commissions and legal and accounting fees. ETF expenses may change from time to time at the sole discretion of the ETF issuers.

Firstrade does not charge any performance fees to Clients.

## **Item 5: Account Requirements and Types of Clients**

### **A. ACCOUNT REQUIREMENTS**

Firstrade does not maintain a minimum account requirement. All Client accounts are opened and maintained according to the Agreement between Clients and Firstrade. Currently, there is no account minimum for the Client Platform Accounts held with Robustwealth although, as discussed above, Robustwealth may implement an account minimum requirement in the future.

In order to open a Wrap Fee Program account with Firstrade, Clients must establish a brokerage relationship with our affiliated broker-dealer Firstrade Securities, a FINRA member broker-dealer. By entering into the Agreement with Firstrade, Clients authorize Firstrade to place all trades in their accounts through Firstrade Securities. As such, Firstrade Securities will maintain all Client accounts and effect all securities transactions in their accounts without separate commission costs or other fees. Firstrade Securities' procedures are designed to make every attempt to obtain the best execution possible, although there can be no assurance that it can be obtained. Clients should understand that the appointment of Firstrade Securities as a broker for their accounts under this Wrap Fee program may result in disadvantages to Clients as such appointment may result in less favorable executions than may be available through the use of a different broker-dealer.

Robustwealth trades in Client accounts for any number of reasons, including in response to Client actions such as asset allocation changes, deposits or withdrawals. Robustwealth also trades in order to rebalance Client accounts, to change investment options or otherwise to further the investment objectives that Clients specify via the Firstrade website. The portfolio is adjusted in real time upon receiving (1) initial Client information from Firstrade, (2) updated information from Clients about their risk tolerances or (3) risk-related adjustments from Firstrade. However, transactions will be subject to processing

delays in certain circumstances. Trading for new portfolios and adjustments to existing portfolios will generally occur on the following business day, subject to Robustwealth's and Firsttrade's trading policies in effect from time to time, except where Clients have not yet funded their accounts.

## **B. TYPES OF CLIENTS**

Firsttrade's Clients include individuals and high net worth individuals.

### **Item 6: Portfolio Manager Selection and Evaluation**

Firsttrade and its related persons act as sponsor for the Wrap Fee Program and have selected Robustwealth as the portfolio manager. Robustwealth directly manages the Portfolios of Clients pursuant to the Agreements. This may create a conflict of interest in that other investment advisory firms may charge the same or lower fees than our firm for similar services. Firsttrade requires its portfolio managers to meet firm or industry experience levels and complete specialized training unless they possess equivalent portfolio management experience. Firsttrade evaluates a variety of information which may include the portfolio manager's investment strategies, past performance returns and financial strength, technology, portfolio customization model and portfolio rebalancing decision model, among other factors. Firsttrade will consider replacing Robustwealth if, based on its independent judgment, Robustwealth does not meet return expectations.

Firsttrade will use industry standards to calculate portfolio manager performance to determine and verify its accuracy and compliance with presentation standards. The performance information is reviewed at least monthly and is reviewed by Firsttrade.

### **Item 7: Client Information Provided to Portfolio Manager(s)**

Firsttrade communicates with Robustwealth on a regular basis as needed (i.e., daily, weekly, monthly, etc.) to ensure our Clients' most current investment goals and objectives are understood by Robustwealth. In most cases, Firsttrade will communicate such information as part of its regular investment management duties. Nevertheless, Firsttrade will also communicate information to Robustwealth including, but not limited to, when requested by Clients or when market or economic conditions make it prudent to do so.

Firsttrade's investment advisers have access to all Client information obtained by Firsttrade, in order to be able to communicate with Clients should any questions about their accounts arise. Because Robustwealth is the portfolio manager for Firsttrade Clients, Robustwealth will also have access to Client information obtained by Firsttrade for the particular accounts they manage. Such information includes Client identifying information such as name, address and tax identification numbers; investment profile information such as investment objective and risk tolerance; and administrative information such as disbursement requests, statements, confirmations and other documents prepared by Apex.

## **Item 8: Client Contact with Portfolio Manager(s)**

We do not impose any restrictions on Clients' ability to directly contact Robustwealth regarding any questions or concerns they have about their Portfolios or other matters. For the programs described in this Brochure, most Client contacts and communications regarding participation in the Wrap Fee Program will occur through contact with Firstrade via email or the Firstrade website. However, Clients may contact Firstrade at any time during normal business hours. Normal business hours are 9am to 6pm Eastern Standard Time. Firstrade will generally conduct all communications with Clients, except that Clients may be referred to Robustwealth directly for complex and non-routine questions or communications. Firstrade will make reasonable efforts to be available to Clients to discuss management of their accounts, their financial situation and investment objectives. If Firstrade is not available, calls will automatically be forward to Robustwealth who will respond to Client communications.

## **Item 9: Additional Information**

### **A. DISCIPLINARY INFORMATION**

Firstrade is required to disclose whether there are legal or disciplinary events that are material to Clients' or prospective Clients' evaluation of Firstrade's advisory business or the integrity of its management. None of Firstrade, its principals, or its employees have been involved in any legal or disciplinary proceedings related to past or present investment advisory clients.

### **B. OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

Firstrade employs individuals who are registered representatives on behalf of an affiliated broker-dealer, Firstrade Securities.

### **C. CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

We recognize that maintaining our fiduciary responsibilities to our Clients requires that we avoid potential conflicts in managing Client accounts, provide fair and full disclosure of all material facts and act solely in the best interest of each of our Clients at all times. We have adopted a Code of Ethics (the "Code") for all supervised persons of Firstrade. The Code summarizes Firstrade's values, ethical standards and commitment to address potential conflicts of interest that arise from its activities. Policies and procedures have been designed to implement the principles in the Code. A summary of our Code of Ethics is provided to all Clients. Firstrade will provide a copy of its Code to Clients or prospective Clients upon request.

Firstrade does not manage any "proprietary" investment accounts (i.e., accounts that are funded with Firstrade's own money and are intended to create profits for Firstrade).



Accordingly, Firsttrade does not use its own money to trade as a counterparty with Client accounts.

Therefore, in order to prevent conflicts of interest, we have in place a set of procedures in the Code (including pre-clearing and insider trading procedures) with respect to transactions effected by our members, officers and employees for their personal accounts. Firsttrade employees may at any time buy or sell securities that are also held by Clients. This practice may present a conflict of interest in that employees may have an incentive to place trades in order to benefit from any price movements resulting from Client trades. However, our Code requires employees to act at all times in the best interests of our Clients. Furthermore, if related persons' accounts are included in a block trade, our related persons will always trade personal accounts last in order to prevent such related person from benefiting from transactions placed on behalf of Client accounts. All transaction costs related to block trades or transactions are shared on a pro-rated basis between all accounts included in any such block trade. In order to monitor compliance with our personal trading policy, we have quarterly and annual securities transaction reporting requirements for all of our supervised persons.

We require all of our supervised persons to conduct business with the highest level of ethical standards and to comply with all federal and state securities laws at all times. Upon employment or affiliation and at least annually thereafter, all supervised persons will sign an acknowledgement that they have read, understand, and agree to comply with our Code.

In addition, neither Firsttrade nor a related person will recommend to Clients, or buy or sell for Client accounts, securities in which Firsttrade or a related person has a material financial interest (excluding an interest as a shareholder of an SEC-registered, open-end investment company).

#### **D. REVIEW OF ACCOUNTS**

Firsttrade regularly reviews and evaluates Client accounts for compliance with Clients' investment objectives, policies and restrictions. In addition, accounts are reviewed quarterly for return dispersion and to ensure adherence to asset allocation. Accounts are also reviewed upon the occurrence of certain triggering events such as, but not limited to, receipt of new money, change in a client's financial condition, a significant change in the market environment, or request to liquidate or distribute a significant portion of the portfolio. Robustwealth conducts such reviews.

Firsttrade has adopted policies and procedures governing the review of its Clients' accounts. Firsttrade might not review each individual account, but rather will make sure the algorithms are working properly to manage the Clients' assets according to their investment guidelines.

Firsttrade will provide real-time account balances and returns to Clients via their online platform, which is also available through the Firsttrade Dashboard and is supported by Robustwealth. Apex will also provide Clients with at least quarterly statements. Clients are advised to carefully review and compare reports and statements provided by Apex.

**E. CLIENT REFERRALS AND OTHER COMPENSATION**

We do not receive any economic benefits from any outside firms who provide investment advice or other advisory services to our clients. In addition, we do not compensate any person who is not a supervised person for client referrals.

**F. ADDITIONAL LEGAL AND FINANCIAL DISCLOSURES**

Firsttrade does not have any financial commitments that might impair our current or future ability to meet our contractual and fiduciary commitments to Clients, and we have not been the subject of a bankruptcy petition at any time during the past ten years.

**G. REQUIREMENTS FOR STATE-REGISTERED ADVISERS**

Firsttrade does not have any relationship or arrangement with any issuer of securities that is not listed above under “**Other Financial Industry Activities and Affiliations**”.