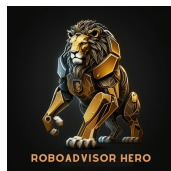


Form ADV Part 2A  
Investment Advisor Brochure



**Item 1: Cover Page**

Name of Registered Investment Advisor	RoboAdvisor Hero, LLC
Address	18828 32nd Ave S, Seattle WA 98188
Phone Number	360-239-7175
Website Address	www.RoboAdvisorHero.com
E-mail Address	Josh@RoboAdvisorHero.com
Date of Brochure as Last Revised	Jul 31, 2023

This Form ADV Part 2A (Investment Advisor Brochure) gives information about RoboAdvisor Hero, LLC (“RAH”) and its business for the use of clients and prospective clients. If you have any questions about the contents of this brochure, please contact us using one of the methods listed above. 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 is mandatory for all persons meeting the definition of investment advisor and does not imply a certain level of skill or training.

Additional information about our firm is available on the SEC’s website at: [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**Item 2: Material Changes**

As this is the first update to our ADV Part 2 brochure, there have been no material changes to report since the previous version. We want to take this opportunity to provide an overview of our investment management services and highlight our commitment to transparency and client satisfaction.

Our investment management services include a range of investment strategies that are designed to meet our clients' financial goals and risk tolerance levels. We utilize advanced technology and rigorous investment research to build and manage diversified portfolios on behalf of our clients.

We are committed to providing clear and transparent information about our services and fees. As a fiduciary, we always act in the best interests of our clients and prioritize their needs and goals above all else.

If you have any questions or concerns about our services or this ADV Part 2 brochure, please do not hesitate to contact us. We value your feedback and strive to continuously improve our services to meet your needs.

**Delivery:**

Within 120 days of our fiscal year end we will deliver our annual Summary of Material Changes if there have been material changes since the last annual updating amendment.

***Item 3: Table of Contents***

<b>Item 1: Cover Page</b>	<b>1</b>
<b>Item 2: Material Changes</b>	<b>1</b>
<b>Item 4: Advisory Business</b>	<b>2</b>
<b>Item 5: Fees and Compensation</b>	<b>3</b>
<b>Item 6: Performance-Based Fees And Side-By-Side Management</b>	<b>6</b>
<b>Item 7: Types of Clients and Account Minimums</b>	<b>7</b>
<b>Item 8: Methods of Analysis, Investment Strategies, and Risk of Loss</b>	<b>7</b>
<b>Item 9: Disciplinary Information</b>	<b>8</b>
<b>Item 10: Other Financial Industry Activities and Affiliations</b>	<b>8</b>
<b>Item 11: Code of Ethics, Participation or Interest In Client Transactions, and Personal Trading</b>	<b>8</b>
<b>Item 12: Brokerage Practices</b>	<b>9</b>
<b>Item 13: Review of Accounts and Reports on Accounts</b>	<b>10</b>
<b>Item 14: Client Referrals &amp; Other Compensation</b>	<b>10</b>
<b>Item 15: Custody</b>	<b>11</b>
<b>Item 16: Investment Discretion</b>	<b>11</b>
<b>Item 17: Voting Client Securities</b>	<b>12</b>
<b>Item 18: Financial Information</b>	<b>12</b>
<b>Item 19: Requirements for State Registered Advisors</b>	<b>13</b>

## ***Item 4: Advisory Business***

### **Advisory Firm**

RoboAdvisor Hero started providing investment advisory services in 2024. Josh Kincaid is the founder and President and has been in the financial services industry off and on since 2002.

### **Advisory Services**

① RoboAdvisor Hero provides management services called RAH's "Automated Investing Program." The Automated Investing Program utilizes sophisticated algorithms and machine learning capabilities to analyze user preferences, risk tolerance, and financial goals. It then creates a diversified investment portfolio tailored to each user's specific needs.

As of July 31, 2023, RoboAdvisor Hero has \$0 of assets under supervision/management on a discretionary basis, and \$0 of assets under supervision/management on a non-discretionary basis.

Services are based on the individual needs of the client. An initial interview and data gathering questionnaire is undertaken to determine the client's financial situation and investment objectives, and to give the client the opportunity to impose reasonable restrictions on the management of the account. Clients have the ability to leave standing instructions with the IA Rep to refrain from investing in particular securities or types of securities, or invest in limited amounts of securities. Quarterly the IA Rep will notify the client in writing to contact the IA Rep if there have been any changes in the client's financial situation or investment objectives, or to impose or modify account restrictions. The IA Rep will contact or attempt to contact the client annually on these matters. It is the client's responsibility to notify the IA Rep at any time there are changes. Clients may call in at any time during normal business hours to discuss directly with the IA Rep about the client's account, financial situation, or investment needs. Clients will receive from the custodian/brokerage firm timely confirmations and at least quarterly statements containing a description of all transactions and all account activity. The client will retain rights of ownership of all securities and funds in the account to the same extent as if the client held the securities and funds outside the program. In addition to custodial statements, RoboAdvisor Hero sends quarterly reports to the client.

② RoboAdvisor Hero provides Financial Plans consistent with the individual client's financial and tax status and risk/reward objectives. Planning may be comprehensive, or segmented and focus on investments, insurance, taxes, and/or estate plans.

③ RoboAdvisor Hero may provide CFO Services for business owners and provide business consultations not involving securities. This is separate from personal Financial Plan services. Topics may include budgetary planning, succession planning, and/or business plans.

④ On occasion we hold seminars. These seminars may include presentations on various securities and insurance products, or on financial planning strategies. A fee is not charged to those in attendance.

## ***Item 5: Fees and Compensation***

Fees for Financial Plans are at the flat rate of \$5,000. Half the fee is payable upon signing the Agreement and the balance upon delivery of the written plan.

Fee Type	Description	Fee
Account Closing Fee	Fee for closing the investment account	\$100
Account Fee	Flat fee for maintaining the investment account	\$150
Account Maintenance Fee	Fee to cover administrative costs and account maintenance	\$150 annually
Advisory Fee	Flat Fee for investment advice	\$5,000
Asset Under Management (AUM) Fee	A percentage of the total assets managed	2.00%
Custodial Fee	Charged by custodians for holding and safeguarding assets	Varies based on B/D
Financial Planning Fee	Flat fee charge for financial planning	\$5,000
Fixed Fee	Flat fee for specific financial services	Varies widely
Hourly Fee	Hourly charge for investment advice or services	\$500 per hour
Inactivity Fee	Charged if there is no activity in the account for a specific period	\$25 annually
Performance Fee	A percentage of investment gains	20% of gains
Premium Service Fee	Additional fee for access to premium features	\$100
Retainer Fee	Retainer for comprehensive financial services	\$10,000
Trading Fee	Charge per trade or rebalancing transaction	Varies based on B/D
Transaction Fee	Charge per trade or investment transaction	Varies based on B/D
Transfer Fee	Fee for transferring assets between accounts or institutions	Varies based on B/D
Withdrawal Fee	Fee for withdrawing funds from the account	Varies based on B/D

Fees for CFO Services are computed at an hourly rate. Various rates apply as determined by the person performing the service as follows: \$500 per hour. Half the estimated fee is payable upon signing the Agreement and the balance upon delivery of the services.

Fees for RHA's Automated Investing Program, these fees are for advisory services only and do not include any transaction fees or commissions, which may be charged separately by the broker/dealer custodial firm. See the section heading Brokerage Practices for more information.

For RHA's Automated Investing Program the fee will be payable quarterly in arrears. The first payment is assessed and due at the end of the first calendar quarter and will be assessed pro rata in the event the Agreement is executed at any time other than the first day of the current calendar quarter. Subsequent payments are due and will be assessed on the first day after the end of each calendar quarter based on the value of the account assets under supervision as of the close of business on the last business day of that quarter.

Payment of fees may be paid directly by the client, or client may authorize the custodian holding client funds and securities to deduct RoboAdvisor Hero advisory fees directly from the client account in accordance with statements prepared and submitted to the custodian by RoboAdvisor Hero. The custodian will provide periodic account statements to the client. Such statements will reflect all fee withdrawals by RoboAdvisor Hero. It is the client's responsibility to verify the accuracy of the fee calculation. The custodian will not determine whether the fee is properly calculated.

Fees are negotiable as follows:

RoboAdvisor Hero is deemed to be a Fiduciary to advisory clients that are employee benefit plans or individual retirement accounts (IRAs) pursuant to the Employee Retirement Income and Securities Act ("ERISA"), and regulations under the Internal Revenue Code of 1986 (the "Code"), respectively. As such, RoboAdvisor Hero is subject to specific duties and obligations under ERISA and the Internal Revenue Code that include among other things, restrictions concerning certain forms of compensation. RoboAdvisor Hero only charges asset management or financial planning fees for our services and does not receive any commissions, 12b-1 fees or other forms compensation.

When RoboAdvisor Hero and our IA Reps provide any rollover recommendations (e.g. from your employer's retirement plan, such as a 401(k), 457, or ERISA 403(b) account to individual retirement accounts), we are acting as fiduciaries within the meaning of Title I of the ERISA and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts. If you elect to roll the assets to an IRA we will manage for you, we will charge you an advisory fee. This financial incentive creates a conflict of interest. You are under no obligation to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm.

Due to the conflict of interest when we make rollover recommendations, we operate under rules that require us to act in your best interests and not put our interests ahead of yours. These rule's provisions require us to:

- ☐ meet a professional standard of care when making investment recommendations (i.e. give prudent advice);
- ☐ never put our financial interests ahead of yours when making recommendations (i.e. give loyal advice);
- ☐ avoid misleading statements about conflicts of interest, fees, and investments;
- ☐ follow policies and procedures designed to ensure that we give advice that is in your best interests;
- ☐ charge no more than a reasonable fee for our services; and
- ☐ give you basic information about conflicts of interest.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of a rollover. Note that an employee will typically have four options in this situation:

1. leaving the funds in your employer's (former employer's) plan;
2. moving the funds to a new employer's retirement plan;
3. cashing out and taking a taxable distribution from the plan; or
4. rolling the funds into an IRA rollover account.

Each of these options has positives and negatives. Because of that, along with the importance of understanding the differences between these types of accounts, we will provide you with a written explanation of the advantages and disadvantages of both account types and the basis for our belief that the rollover transaction we recommend is in your best interests.

As an alternative to providing you with a rollover recommendation, we may instead take an entirely educational approach in accordance with the U.S. Department of Labor's Interpretive Bulletin 96-1. Under this approach, our role will be limited only to providing you with general educational materials

regarding the pros and cons of rollover transactions. We would make no recommendation to you regarding the prospective rollover of your assets and you are advised to speak with your trusted tax and legal advisors with respect to rollover decisions. As part of this educational approach, we will discuss with you general information about some or all of the following topics: the general pros and cons of rollover transactions; the benefits of retirement plan participation; the impact of pre-retirement withdrawals on retirement income; the investment options available inside your Plan Account; and high level discussion of general investment concepts (e.g., risk versus return, the benefits of diversification and asset allocation, historical returns of certain asset classes, etc.). We may also provide you with questionnaires and/or interactive investment materials that may provide a means for you to independently determine your future retirement income needs and to assess the impact of different asset allocations on your retirement income. You will make the final rollover decision.

IA Reps of our firm are also Registered Representatives of a broker/dealer, and as such may receive commission-based compensation for the sale of securities and other investment products. RoboAdvisor Hero and its IA Reps do not double-dip, and will either receive fee-based compensation or commissions on specified assets. Mutual funds recommended under advisory services will be “no-load” or “load-waived.” Clients are not obligated to purchase investment products recommended, or to purchase through our firm or affiliated firms.

Fees are not collected for services to be performed more than six months in advance.

Advisory services similar to those offered by this advisor, may be found elsewhere at lower rates.

In addition to fees paid for advisory services with respect to clients' investments in mutual funds, clients pay additional fees on the mutual fund investment because the mutual funds also pay advisory and/or management fees to an investment advisor.

For RHA's Automated Investing Program, services will continue until either party terminates the Agreement within 30 business days of written notice.

If termination occurs prior to the end of a calendar quarter, the client will be invoiced for fees due on a pro-rata basis.

If termination occurs prior to the end of a calendar quarter, a pro-rata refund of unearned fees will be made to the client.

For Financial Plans or CFO Services, the client may terminate the Agreement at any time and a refund of the unearned fees will be made based on time and effort expended before termination. The Agreement for Financial Plans or CFO Services terminates upon delivery of the plan or services. At this time no refunds will be made.

The Advisory Agreement contains a pre-dispute arbitration clause. Client understands that the agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such a waiver would be void under the federal securities laws. Arbitration is final and binding on the parties.

#### ***Item 6: Performance-Based Fees And Side-By-Side Management***

In addition to the fee schedule disclosed in the Fees and Compensation section, RoboAdvisor Hero may charge performance based fees as follows:

20% of profits. If there are no profits, then there is no performance billing. The performance calculation resets to zero at the beginning of each calendar year. Performance fees should: (i) have a hurdle rate no less than the yield on a cash investment that matches the duration of the lock-up, and (ii) should only be fully realized when the investor has the ability to redeem. Investors will take into consideration all the above when determining whether the investment is providing an alignment of interests that fosters a long-term relationship.

One-year periods will be used to measure investment performance throughout the term of the Agreement, as a one-year period provides a more realistic measure of performance than do quarterly calculations.

Performance based compensation applies only to persons or companies who are “qualified” as defined by the Investment Advisers Act of 1940 (“the Act”) as follows: (i) A natural person who or a company that immediately after entering into the contract has at least \$1,000,000 under management with RoboAdvisor Hero; (ii) A natural person or a company that RoboAdvisor Hero reasonably believes has a net worth of more than \$2,000,000 at the time the contract is entered into, or is a qualified purchaser as defined in the Investment Company Act of 1940; or (iii) A natural person who immediately prior to entering into the contract serves on behalf of or performs functions for RoboAdvisor Hero as specified in detail under the Act.

We may receive increased compensation with regard to unrealized appreciation as well as realized gains in the account.

In regards to performance-based compensation, the fee arrangement may create an incentive for us to make investments that are riskier or more speculative than would be the case in the absence of a performance-based fee. Performance based compensation may create an incentive to favor accounts paying the highest fees in the allocation of investment opportunities. RoboAdvisor Hero has a duty and written supervisory procedures to treat all clients fairly and to avoid conflicts of interest.

#### ***Item 7: Types of Clients and Account Minimums***

RoboAdvisor Hero provides advisory services to individuals, pension and profit sharing plans and other ERISA accounts, trusts, estates, and business entities.

Generally the minimum account size is \$35,000, subject to a minimum annual fee of \$1,000. However, in no case would the fee exceed 2% per year.

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

RAH employs a variety of investment strategies and methods of analysis when making investment recommendations. Our primary investment strategy is based on Modern Portfolio Theory, which emphasizes diversification and asset allocation as a means of managing risk and achieving long-term investment objectives.

We use proprietary algorithms and computer models to analyze various factors, including market trends, economic indicators, and risk metrics, to identify investments that we believe offer attractive return potential while managing risk. We may also utilize third-party research and analysis to inform our investment decisions.

We primarily invest in exchange-traded funds (ETFs) and mutual funds that provide exposure to a broad range of asset classes. We may also use individual securities and other investment vehicles as appropriate.

It is important to note that investing involves risk, and there is no guarantee that any investment strategy or portfolio will be successful. Investors should be aware that fluctuations in the financial markets and other economic factors can have a significant impact on the value of their investments. Additionally, investments in individual securities may involve additional risks such as company-specific risks, liquidity risks, and other factors.

Before investing, clients should carefully consider their investment objectives, risk tolerance, and financial situation. We encourage all clients to read our Form ADV Part 2 brochure and other disclosures carefully and to consult with their own legal, tax, and financial advisors before making any investment decisions.

### ***Item 9: Disciplinary Information***

RoboAdvisor Hero has not been subject to any disciplinary events by regulators nor is it party to any legal events that are material to client evaluation of our advisory business.

#### **A. Criminal or Civil Actions**

There are no criminal or civil actions to report.

#### **B. Administrative Proceedings**

There are no administrative proceedings to report.

#### **C. Self-regulatory Organization (SRO) Proceedings**

There are no self-regulatory organization proceedings to report.

For more information related to legal or disciplinary history disclosure go to [investor.gov/CRS](http://investor.gov/CRS). There, you will find a free and simple search tool to research us and our financial professionals.

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

RoboAdvisor Hero may exercise agreements with other Registered Investment Advisors and recommend other Advisors to clients.

RAH's algorithm is leased by the stakeholders of The C3 Fund, an SEC registered Hedge Fund, however, there is no business relationship between the RAH and C3. Remuneration may be received as a result of a referral to The C3 Fund for clients seeking investment opportunities that RAH does not offer. In such instances, RAH's IARs may receive a portion of the account fee or commissions. In these instances, we will make available to the client a "Compensation Disclosure Statement" and the Investment Advisor Brochure for the other Advisor. The client is under no obligation to use the services.

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

#### **Code of Ethics**

RoboAdvisor Hero maintains a Code of Ethics. The Code of Ethics sets forth standards of conduct expected of advisory personnel; requires compliance with federal securities laws; and, addresses conflicts that arise from personal trading by advisory personnel. Clients may request a copy of the Code of Ethics.

#### **Participation or Interest in Client Transactions**



From time to time, some of the IA Reps/registered representatives may recommend to their clients, the purchase of limited partnerships or mutual funds that are sponsored by RoboAdvisor Hero affiliated companies. This would be when the recommendation is suitable for the client and meets their investment objectives. Clients are not obligated to purchase these funds.

### Personal Trading

At times RoboAdvisor Hero and/or its IA Reps may take positions in the same securities as clients, and we will try to avoid conflicts with clients. The firm and its IA Reps will generally be “last in” and “last out” for the trading day when trading occurs in close proximity to client trades. We will not violate our fiduciary responsibilities to our clients. Scalping (trading shortly ahead of clients) is prohibited. Should a conflict occur because of materiality (i.e. a thinly traded stock), disclosure will be made to the client(s) at the time of trading. Incidental trading not deemed to be a conflict (i.e. a purchase or sale which is minimal in relation to the total outstanding value, and as such would have negligible effect on the market price), would not be disclosed at the time of trading.

### **Item 12: Brokerage Practices**

#### Selection or Recommendation of Broker/Dealers

RoboAdvisor Hero is not affiliated with discount brokers. IA Reps of our firm are not registered representatives of any broker/dealer and do not receive any commissions or fees from recommending these services.

#### Soft Dollar Practices

RoboAdvisor Hero does not receive compensation from a brokerage firm in the form of research, products or services (“soft dollars”). When a firm uses client brokerage commissions to obtain soft dollars, the firm receives a benefit by not having to produce or pay for such items. A firm may have an incentive to select or recommend a broker/dealer based on soft dollars received, rather than best execution for the client. RoboAdvisor Hero does not receive soft dollar compensation from brokerage firms.

#### Client Referrals From Brokers

RoboAdvisor Hero will generally maintain an existing broker/dealer relationship when the client is referred to RoboAdvisor Hero. In maintaining the existing broker/dealer relationship, a conflict of interest may exist in obtaining best execution by RoboAdvisor Hero on behalf of the client. A conflict of interest may exist in obtaining future referrals from a broker/dealer if RoboAdvisor Hero did not maintain these existing relationships. Where the client is not referred by an existing broker/dealer, RoboAdvisor Hero recommends a broker/dealer with competitive commission rates.

#### Directed Brokerage

Client may direct brokerage to a specified broker/dealer other than the firm recommended by RoboAdvisor Hero. It is up to the client to negotiate the commission rate, as RoboAdvisor Hero will not. The client may not be able to negotiate the most competitive rate. As a result, the client may pay more than the rate available through the broker/dealer used by RoboAdvisor Hero. In client directed brokerage arrangements, the client may not be able to participate in aggregated (“blocked”) trades, which may help reduce the cost of execution. Where the client does not otherwise designate a broker/dealer, RoboAdvisor Hero recommends a broker/dealer with competitive commission rates.

### Trade Aggregation

While individual client advice is provided to each account, client trades may be executed as a block trade. The Advisor encourages its existing and new clients to use the Advisor's "lead custodian." Only accounts in the custody of the lead custodian would have the opportunity to participate in aggregated securities transactions. All trades using the lead custodian will be aggregated and done in the name of the Advisor. The executing broker will be informed that the trades are for the account of the Advisor's clients and not for the Advisor itself. No advisory account within the block trade will be favored over any other advisory account, and thus, each account will participate in an aggregated order at the average share price and receive the same commission rate. The aggregation should, on average, reduce slightly the costs of execution, and the Advisor will not aggregate a client's order if in a particular instance the Advisor believes that aggregation would cause the client's cost of execution to be increased. The Custodian will be notified of the amount of each trade for each account. The Advisor and/or its IA Reps may participate in block trades with clients, and may also participate on a pro rata basis for partial fills, but only if clients receive fair and equitable treatment.

### ***Item 13: Review of Accounts and Reports on Accounts***

#### Reviews

At RAH, we are committed to providing ongoing monitoring and management of our clients' investment portfolios. We use advanced technology and algorithms to review and rebalance client portfolios on a regular basis.

We monitor each client's account for changes in their financial situation, investment objectives, and risk tolerance. If we identify any significant changes, we will promptly communicate with the client to discuss their options and potential adjustments to their investment portfolio.

We also monitor each client's account for tax efficiency, including tax loss harvesting opportunities. We use sophisticated software to identify opportunities to sell securities that have experienced losses and replace them with similar, but not identical, securities. This can help clients minimize their tax liability and improve their after-tax returns.

We provide clients with regular reports on the performance of their investment portfolios, including detailed information on their holdings, asset allocation, and performance relative to relevant benchmarks. Clients can access these reports through our online portal, and our team is available to answer any questions or concerns.

In addition, we conduct periodic reviews of our investment strategies and asset allocation models to ensure that they remain appropriate and effective for our clients' investment objectives and risk tolerances. If any changes are warranted, we will promptly communicate with our clients and make the necessary adjustments.

Overall, our commitment to ongoing monitoring, management, and review of our clients' accounts is a key element of our approach to delivering superior investment results and client service.

### ***Item 14: Client Referrals & Other Compensation***

#### Referral Fees Paid

RoboAdvisor Hero may compensate for client referrals. All solicitors agreements are in compliance with the Investment Advisers Act of 1940. In addition, all applicable federal and state laws will also be

observed. All clients procured by solicitors will be given full written disclosures describing the terms and fee arrangements between the advisor and the solicitor prior to or at the time of entering into the advisory agreement.

### **Referral Fees Received**

RoboAdvisor Hero may exercise agreements with other Registered Investment Advisors and recommend other Advisors to clients. In such instances, RoboAdvisor Hero may receive a portion of the account fee or commissions. In these instances, we will make available to the client a "Compensation Disclosure Statement" and the Form ADV for the other Advisor. The client is under no obligation to use the services of the other Advisor(s) recommended.

In instances of a "wrap fee" program, clients will receive a Wrap Fee Brochure (Form ADV Part 2A Appendix 1) disclosures. The regulatory filing of the brochure is prepared by the outside money manager.

### ***Item 15: Custody***

Although client assets are held at a third-party independent custodian, RoboAdvisor Hero is deemed to have custody of client funds because of the fee deduction authority granted by the client in the investment advisory agreement. Except for this fee deduction, we do not have authority to withdraw funds out of client accounts.

If/when a client grants RoboAdvisor Hero the limited power in a Standing Letter of Authorization ("SLOA") to the account custodian to disburse funds to a third party, we would be deemed to have custody. Under such circumstances, our firm will follow regulatory guidance in documenting this procedure.

Inadvertent custody may occur if/when the custodial agreement signed by the client may grant our firm broader access to client funds or securities than our own agreement with the client contemplates. Under such circumstances, our firm will follow regulatory guidance in documenting this procedure.

Clients will receive account statements at least quarterly from the broker-dealer or other qualified custodian. Client is urged to compare custodial account statements against statements prepared by RoboAdvisor Hero for accuracy. Minor variations may occur because of reporting dates, accrual methods of interest and dividends, and other factors. The custodial statement is the official record of your account for tax purposes.

### ***Item 16: Investment Discretion***

RoboAdvisor Hero maintains full discretion under a limited power of attorney as to the securities and amount of securities.

RoboAdvisor Hero will not have authority to withdraw funds or to take custody of client funds or securities, other than under the terms of the Fee Payment Authorization clause in the Agreement with the client.

RoboAdvisor Hero does have the ability to discount brokerage commissions.

The client will designate the broker/dealer to be used for trading and custodial services. RoboAdvisor Hero may “trade away” for bond transactions in order to seek best execution. The bonds will be custodied at the broker/dealer designated by the client under a prime brokerage arrangement.

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

At RAH, we recognize that voting on matters that affect our clients' investments is an important responsibility of investment advisors. We believe that exercising our clients' voting rights is an essential part of our fiduciary duty to act in our clients' best interests.

When our clients' securities are held in accounts at independent custodians, those custodians will typically provide us with information about upcoming shareholder votes. We will then evaluate each proposal on a case-by-case basis to determine whether voting in favor, against, or abstaining is in our clients' best interests.

In making these determinations, we will consider a variety of factors, including the potential impact of the vote on our clients' investments, the views of other institutional investors and proxy advisory services, and the policies and guidelines of our clients.

In the event that our clients' securities are held in accounts where we do not have voting authority, we will communicate with our clients about the upcoming vote and provide them with the information they need to make their own voting decisions.

We maintain detailed records of our voting decisions and provide our clients with regular reports on how we have voted on their behalf. We are committed to transparency and communication with our clients regarding voting matters and welcome any questions or concerns they may have.

Overall, our approach to voting client securities is designed to ensure that our clients' voting rights are exercised in their best interests. We are committed to staying informed about voting matters and making informed voting decisions on behalf of our clients.

### ***Item 18: Financial Information***

An investment advisor must provide financial information if a threshold of fee prepayments is met; there is a financial condition likely to impair the ability to meet contractual commitments; or, a bankruptcy within the past ten years. RoboAdvisor Hero does not have any disclosure items in this section.

RoboAdvisor Hero does not solicit prepayment of more than \$1,200 in fees per client six (6) months in advance.

RAH is committed to maintaining a strong financial position to ensure the safety and security of our clients' investments. As a registered investment advisor, we are required to file periodic reports with the Securities and Exchange Commission (SEC) and state securities authorities. These reports provide information about our financial condition, business practices, and potential conflicts of interest.

Our most recent Form ADV, which includes information about our business practices, fees, and other important disclosures, is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). In addition, we provide our clients with a copy of our Form ADV Part 2 brochure, which contains detailed information about our services, investment strategies, and risk management practices.

We also maintain fidelity bond coverage and errors and omissions insurance to protect against losses related to fraud, theft, and other errors or omissions. Our financial statements are audited annually by an independent certified public accounting firm to ensure compliance with generally accepted accounting principles (GAAP) and other regulatory requirements.

We believe that our commitment to financial stability, transparency, and regulatory compliance sets us apart from other investment advisors. We are dedicated to providing our clients with the highest level of service and protection, and we welcome any questions or concerns they may have about our financial practices.

***Item 19: Requirements for State Registered Advisors***

RoboAdvisor Hero's Principal Executive Officer is Josh Kincaid. Information regarding Josh Kincaid's Education, Background and Other Businesses can be found in her supplemental ADV Part 2B brochure.

RoboAdvisor Hero is not actively engaged in any other business other than giving investment advice.

As stated in Item 6, RoboAdvisor Hero charges performance-based fees:

20% of profits. If there are no profits, then there is no performance billing. The performance calculation resets to zero at the beginning of each calendar year. Performance fees should: (i) have a hurdle rate no less than the yield on a cash investment that matches the duration of the lock-up, and (ii) should only be fully realized when the investor has the ability to redeem. Investors will take into consideration all the above when determining whether the investment is providing an alignment of interests that fosters a long-term relationship.

In regards to performance-based compensation, the fee arrangement may create an incentive for us to make investments that are riskier or more speculative than would be the case in the absence of a performance-based fee. Performance based compensation may create an incentive to favor accounts paying the highest fees in the allocation of investment opportunities. RoboAdvisor Hero has a duty and written supervisory procedures to treat all clients fairly and to avoid conflicts of interest.

Neither RoboAdvisor Hero nor our employees have been involved in an arbitration claim or been found liable in a civil, self-regulatory organization, or administrative proceeding.

Neither RoboAdvisor Hero nor our employees have any relevant material relationships with issuers of securities.