



# 1st Discount Brokerage

**1<sup>st</sup> Discount Brokerage Inc. Form ADV  
Part 2A Appendix 1  
Wrap Fee Program Brochure for:**

***Online Digital Advisory Services – Discretionary***

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**This wrap fee program brochure provides information about the qualifications and business practices of 1<sup>st</sup> Discount Brokerage, Inc. If you have any questions about the contents of this brochure, please contact us at 561-515-3200 or robo@1db.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. Additional information about 1<sup>st</sup> Discount Brokerage, Inc. also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

**Investment Adviser registration does not imply a certain level of skill or training.**

## **Item 2 Material Changes**

1<sup>st</sup> Discount Brokerage's last annual update to Part 2A of Form ADV was filed in March 2020.

Since then, 1<sup>st</sup> Discount Brokerage's Part 2A was updated in May 2020 to reflect the following material changes:

- Item 18 – In light of the COVID-19 coronavirus and historic decline in market values, 1<sup>st</sup> Discount Brokerage, Inc. has elected to participate in the CARES Act's Paycheck Protection Program ("PPP") to strengthen its balance sheet. 1<sup>st</sup> Discount Brokerage intends to use this loan predominantly to continue payroll for the firm and may ultimately seek loan forgiveness per the terms of the PPP. Due to this and other measures taken internally, 1<sup>st</sup> Discount Brokerage has been able to operate and continue serving its clients.

This Firm Brochure, dated 03/22/2021, is our current disclosure document for online digital advisory service prepared according to the SEC's requirements and rules. As you will see, this document is a narrative that is substantially different in form and content, and includes some new information that we were not previously required to disclose.

After our initial filing of this Brochure, this Item 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.

Consistent with the current rules, 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.

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## **4. Services, Fees and Compensation**

### **A. Services and Fees.**

1st Discount Brokerage, Inc. (hereinafter, "1DB") operates its investment advisory business as 1DB (hereinafter, "1DB"). 1DB offers the following wrap-fee program, where appropriate, to interested persons and advisory clients. 1DB, a corporation organized under FL law (IRS FEIN. No. 65-0592899), is a Florida State-registered investment adviser (CRD#39164). 1DB maintains its principal office at 8927 Hypoluxo Road, Suite A-5, Lake Worth, FL 33467. If you have questions regarding the material contained herein, please contact Nicky Cheng, Compliance Director of 1DB, at 561-515-3200.

1DB is the sponsor and investment manager of 1DB's Online Digital Advisory Program ("Program"). A "wrap-fee" program is one that provides the client with advisory and brokerage execution services for an all-inclusive fee. The client is not charged separate fees for the respective components of the total service. 1DB actively solicits advisory clients for the Program. 1DB is also responsible for the marketing of the Program.

1DB provides investment supervisory services through the Program, defined as giving continuous advice to a client or making investments for a client through digital technology solutions with the assistance of proprietary algorithms to retail clients. The client's investment funds are placed into the appropriate portfolio & strategy via the platform based on the client's financial situation, investment objectives and risk tolerance data collected during the account opening process. 1DB, through its qualified Investment Adviser Representatives ("Advisors"), will continuously manage client portfolios and we review the platform and make adjustments as appropriate. All Advisors hold all required licenses and/or qualifications. At the time of a client's initial investment in the program, client will identify the investment objective via an automated computer-based model based on the client's self-identified information. Advisor will assist the client in determining the client's current financial situation, financial goals and objectives, and attitudes toward risk. This determination will allow the Advisor to review the client's situation, and determine an appropriate for portfolio model for asset allocation.

### **FEE SCHEDULE**

1DB charges clients an annual "wrap-fee" for participation in the Program. The annual "wrap fee" is charged as a percentage of assets under management.

The annualized fees for online digital advisory services are charged as a percentage of assets under management, according to the following schedules:

Do It Yourself	Do It Together
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Annual fee: 0.3% (30 basis points) of the end of day total account balance, calculated on a daily basis	Annual fee: 0.5% (50 basis points) of the end of day total account balance, calculated on a daily basis
Monthly Billing	Monthly Billing
<ul style="list-style-type: none"> <li>• Low-cost</li> <li>• Diversified portfolio based on your goals and risk tolerance</li> <li>• Automated investing</li> <li>• Automatic rebalancing</li> <li>• Customer service</li> </ul>	<ul style="list-style-type: none"> <li>• Everything included in Do It Yourself</li> <li>• Guidance from an advisor</li> <li>• Personalized financial advice</li> </ul>

**Advisory Fees.** The annual percentages that will be applied to the equity value of the Account on a monthly basis are specified in Section IV to this document. These fees are set by the Advisor and are agreed to by the Client via execution of this Agreement. Ongoing advisory fees are payable to the Advisory in arrears. Fees are calculated monthly using the end of day account value of the applicable billing period and charged monthly in arrears. Fees payable for investment advisory services will be a percentage of the average end of business day total account balance in the client’s account throughout the billing period, for purposes of determining the market value of the assets upon which the advisory fee is based. The applicable client agreement and the applicable custodial/clearing agreement authorizes the custodian to debit the account for the amount of 1DB’s advisory fee and to directly remit that fee to 1DB in compliance with regulatory procedures.

**Fee Calculation:** The fee charged is calculated as described above and is not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client, pursuant to Section 205(a)(1) of the Investment Advisers Act of 1940, as amended (hereinafter “IA Act”) or similar state provisions.

**Fee Payment:** Clients will have their account directly debited, as authorized by the execution of this agreement. The “wrap fee” is charged monthly in arrears. 1DB will not directly debit any client account without an executed management agreement.

**Advisory Fees in General:** Clients should note that similar advisory services may (or may not) be available from other registered Investment Advisers for similar or lower fees.

**Negotiability of Fees:** 1DB’s fees are negotiable. Advisory fees may vary among 1DB’s clients

based upon a number of factors, including, but not limited to, the size of the client's account, the types of investments in the client's account, and the length of the advisory relationship with a client. In addition, certain family members and personal acquaintances of 1DB's affiliated persons may receive advisory services at a discounted rate which is not available to advisory clients generally.

## **B. Cost of Wrap Program**

However, the client may incur additional cost for the fees and expenses charged by mutual funds and exchange-traded funds ("ETFs") to their shareholders, mark-ups, mark-downs, exchange fees, transfer taxes, and certain administrative fees for wire transfers or certificate issues.

In evaluating the Program, clients should consider that, depending upon the level of the wrap fee charged, the amount of portfolio activity in the client's account, the broker dealer's usual commission rates and other factors, the wrap fee may be more or less than the aggregate cost of such services if they were to be provided separately and if 1DB were to negotiate commissions and seek best price and execution of transactions for the client's account.

**Other Fees and Expenses:** All fees paid to 1DB for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and ETFs (collectively, the "Funds") 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 Fund directly, without the services of 1DB. In that case, the client would not receive the services provided by 1DB which are designed, among other things, to assist the client in determining which 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 the fees charged by 1DB to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

## **5. Account Requirements and Types of Clients**

There is no account minimum for non-retirement accounts; minimum for retirement accounts: \$1,000.00.

1DB will manage the Program accounts on discretionary. The Program will provide services to individuals and individual retirement accounts. The Program will extend the service to trust and custodian accountants when the system can accommodate at a later date.

## **6. Portfolio Manager Selection and Evaluation**

### **A. Portfolio Manager Selection**

1DB provides the Program services through a digital technology solution that relies heavily on a proprietary algorithm. 1DB selects advisers based on their education, investment experience and style of portfolio management. Portfolio managers' performance is continuously monitored by 1DB and a replacement of portfolio manager may be recommended based on various criteria, including suitability of specific investment strategy and portfolio performance.

1. Portfolio managers' performance is calculated based on industry standards
2. 1DB reviews portfolio performance information to determine its accuracy; no third party reviews are currently conducted

### **B. Related Persons and Conflicts of Interest**

Some of 1DB related persons act as portfolio managers for the Program, which in some instances may cause certain conflicts of interest. Specific conflicts of interest are addressed below:

Certain advisors of 1DB are also licensed insurance agents and can effect transactions in insurance products and earn the standard and customary commissions for these activities. Advisory clients of 1DB may have the insurance services of these Advisors recommended to them, where appropriate. Advisory clients of 1DB are not under any obligation to use the insurance services of these Advisors when considering implementation of advisory recommendations. The implementation of any or all recommendations is solely at the discretion of the client.

The fees charged by 1DB for advisory services are separate and distinct from any insurance commissions earned by insurance agents for the sale and servicing of insurance products.

While these individuals endeavor at all times to put the interest of the clients first as part of 1DB's fiduciary duty, clients should be aware that the receipt of additional compensation itself creates a conflict of interest, and may affect the judgment of these individuals when making recommendations.

Additionally, 1DB may effect principal transactions for Advisory clients which represents an inherent conflict of interest between the Advisor and the client as the Advisor may benefit from the transaction by realizing additional profits beyond fees charged to the Advisory clients. For all principal transactions in Advisory accounts, 1DB will do the following:

1. obtain prospective written authorization, revocable consent from the Advisory clients prospectively authorizing the Advisor to enter into principal transactions;
2. make verbal disclosures to Advisory clients prior to effecting principal transaction(s);
3. obtain Advisory client(s)' consent prior to effecting principal transaction(s);
4. send to the Advisory clients confirmation statements disclosing the capacity in which the Advisor has acted (agency or principal);
5. deliver to the Advisory clients annual report itemizing the principal trades.

Related person portfolio managers are subject to the same selection and review as the other portfolio managers that participate in the Program.

## **7. Client Information Provided to Portfolio Managers**

Clients' portfolio managers will receive client's investment profile via digital proprietary technology platform to provide portfolio management services. Client information is collected via an online confidential customer questionnaire and any additional forms required to perform portfolio management services. Client will be reminded to update information annually or as needed if any changes in the clients' financial situation occur.

## **8. Client Contact with Portfolio Managers**

There are no restrictions placed on clients' ability to contact and consult with the portfolio managers.

## **9. Additional Information**

- A. Please see Item 9 (Disciplinary Information) and Item 10 (Other Financial Industry Activities and Affiliations) of Part 2A of Form ADV.
- B. Please see Items 11 (Code of Ethics, Participation or Interest in *Client* Transactions and Personal Trading), 13 (Review of Accounts), 14 (*Client* Referrals and Other Compensation), and 18 (Financial Information) of Part 2A of Form ADV.

## **10. Requirements for State-Registered Advisers**

Please see item 19. E of Part 2A of Form ADV.



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