

eSmeb Investment Advisory Agreement

This Investment Advisory Agreement (“Agreement”) is between **eSmeb Inc.** (“Adviser,” “we,” “our,” or “us”), a registered investment adviser with the U.S. Securities and Exchange Commission, and the undersigned client (“Client,” “you,” or “your”).

By checking “I Agree” or otherwise electronically accepting this Agreement, you acknowledge that you have received and reviewed Adviser’s Form ADV Part 2A (“Brochure”), Form ADV Part 3 (“Customer Relationship Summary”), Privacy Policy, and any applicable Promoter Disclosure Statements.

1. Services

Adviser provides discretionary and nondiscretionary investment advisory services exclusively through its automated, Internet-based platform.

Services may include:

- Portfolio management based on Client-selected models or algorithms;
- Access to investment tools and planning features (including goal and retirement planning tools, and, in the future, AI-driven advisory agents);
- Periodic automated portfolio reviews and performance reporting; and
- Client communications through the platform or electronic means.

Adviser does not provide individualized financial, legal, tax, or estate planning advice except through automated tools that are general in nature.

2. Client Authorization and Discretion

Client authorizes Adviser to exercise **investment discretion** over Client’s account(s) maintained with a qualified custodian (such as Alpaca Securities LLC or Interactive Brokers LLC).

This includes the authority to select, buy, sell, and reinvest securities or funds consistent with the selected strategy.

Adviser will not take physical custody of any client assets.

Client acknowledges that Adviser may use algorithms or automated systems to make investment decisions and allocate portfolios.

Client acknowledges that allocations will not match “targets” exactly. The trading execution algorithm dynamically adjusts allocations and uses other factors like “AI Score” and drift to determine buy/sell signals.

3. Custody

Client assets will be held in an account in Client’s name at a qualified custodian.

Adviser is authorized to deduct advisory and platform fees directly from Client’s account pursuant to written authorization from this agreement.

The custodian will provide statements showing holdings, transactions, and fees at least quarterly.

4. Fees and Billing

Fees will be automatically deducted from the custodian account in accordance with Client’s authorization from this agreement and disclosed on custodian statements. See fee table.

Recommended Minimum AUM	Maximum AUM	Platform Fee	Advisory Fee (AUM-Based)	Notes
\$100	\$50,000	Waived	Waived	Available only to smaller accounts under \$50,000
\$15,000	\$250,000	\$29 - \$39 / month	0.025% per month (0.3% annualized)	Lower-fee tier for moderate accounts
\$50,000	Unlimited	\$82.50 - \$99 / month	0.05% per month (0.6% annualized)	Standard tier
\$250,000	Unlimited	\$400 - \$499 / month	0.1% per month (1.2% annualized)	Advanced tier access to API’s and algorithms

Client agrees to pay the following fees based on their choice of tier:

(a) Platform Fee

- Free Tier - \$0 per month
- Tier 1 – \$39 per month or \$348 annually if prepaid.
- Tier 2 - \$99 per month or \$990 annually if prepaid.
- Tier 3 - \$499 per month or \$1,200 quarterly if prepaid.

The Platform Fee may be waived if Client's Advisory Fee exceeds the Platform Fee for that period.

(b) Advisory Fee

The Advisory Fee is based on Assets Under Management (AUM).

- Free Tier - 0% per month
- Tier 1 - 0.025% per month (0.30% annualized)
- Tier 2 - 0.05% per month (0.60% annualized)
- Tier 3 - 0.1% per month (1.2% annualized)

The Advisory Fee is billed monthly in arrears, based on account value on the last business day of the month.

The Advisory Fee may be waived if Client's Platform Fee exceeds the Advisory Fee.

5. Risks and Acknowledgments

Client understands that investing involves risk, including the potential loss of principal.

Adviser does not guarantee any level of performance or that investment objectives will be achieved.

Client acknowledges that algorithmic or automated strategies are based on data and models that may not perform as intended.

6. Client Representations

Client represents and warrants that:

- All information provided to Adviser is complete and accurate;
 - Client has full authority to enter into this Agreement;
 - Client will promptly update Adviser of any material change to financial circumstances or investment objectives.
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7. Confidentiality and Privacy

Adviser maintains the confidentiality of Client information consistent with its **Privacy Policy** and applicable law.

Adviser may share limited data with affiliated entities and service providers solely to provide advisory services or comply with regulations.

8. Communications and Delivery

All communications, documents, and disclosures (including the ADV Brochure, CRS, Privacy Policy, and account statements) may be delivered electronically through the platform, email, or secure client portal.

Client consents to electronic delivery.

9. Assignment

This Agreement may not be assigned by either party without the prior consent of the other, except that Adviser may reorganize or transfer its advisory business to a successor with appropriate notice and consent as required by law.

10. Termination

Either party may terminate this Agreement at any time upon written or electronic notice.

Upon termination, Adviser's authority to manage Client assets ceases, and any prepaid, unearned fees will be refunded on a pro-rata basis. Adviser has 30 days to refund any prepaid, unearned fees.

11. Liability

Adviser will act in good faith and in a fiduciary capacity toward Client.

Adviser shall not be liable for any losses in Client's account except those resulting from Adviser's gross negligence, willful misconduct, or violation of applicable law.

Nothing in this Agreement waives any right Client may have under federal or state securities laws.

12. Other Clients and Affiliates

Adviser and its affiliates may provide services to other clients whose investment objectives differ from Client's.

Client agrees that Adviser may aggregate ("bunch") orders where permitted, allocating trades in a fair and equitable manner.

13. Voting of Proxies

Adviser does not vote proxies or exercise voting authority for securities held in Client accounts.

Client retains full responsibility for proxy voting and other shareholder actions.

14. Governing Law

This Agreement is governed by the laws of the **State of Virginia**, without regard to conflict-of-laws principles, and subject to applicable federal securities laws.

15. Acknowledgements

By clicking “I Agree,” Client acknowledges and agrees that:

- Client has received and reviewed eSmeb Inc.’s Form ADV Part 2A (Brochure), Form ADV Part 3 (CRS), and Privacy Policy;
- Client understands this Agreement and the fees described herein; and
- This Agreement constitutes the entire understanding between Client and Adviser.

eSmeb Inc.

support@esmeb.com

WaterfallWealth.ai