

## **Emperor Investments Advisory Agreement**

This Discretionary Asset Management Agreement (“Agreement”) by and between Emperor Investments (“Emperor Investments”, “Emperor” or “Adviser”), a registered investment adviser, and the Client as indicated in the Emperor app, and relates to all accounts managed on a non-discretionary basis for the Client (“Account”). This Agreement shall become effective on the day and year signed.

### **Terms and Conditions**

The Client hereby appoints Emperor as their investment adviser to perform the services hereinafter described on a discretionary basis, and we accept such appointment under the terms and conditions hereinafter stated. Emperor shall be responsible for the review of the Client’s present financial situation and shall provide the Client with advice through the Website with respect thereof, including advice concerning the investment and reinvestment of those assets that the Client designates to be subject to this Agreement in accordance with the Client’s investment needs, goals and objectives. This advice will be provided on a discretionary basis, meaning Emperor may trade the Client’s Account as appropriate without the prior consent of the Client.

The Client acknowledges and agrees that Emperor will not provide investment advice other than the investment advice described in this Agreement. The Client agrees that Emperor will provide investment advice and deliver the Advisory Services solely. The Client acknowledges that Emperor will not provide investment advice in person, over the phone, or in other than information available on the Website and Website. The Client acknowledges that they will not be entitled or able to transact in or hold securities in their Emperor Account other than the securities selected by Emperor.

### **Limited Trading Authority**

Generally, Emperor will direct and be responsible for the direction of investments through the Website. Emperor shall have discretion over assets in your Account to the limited extent that Emperor shall have the authority under the Program:

- to determine and modify from time to time which securities are offered through the Website
- to determine the timing of Purchases in relation to Deposits;
- to determine which securities to buy or sell; and
- to determine the timing of Sales and Withdrawals in relation to requests for Withdrawals.

### **Custodian**

Emperor shall not maintain physical custody of your Assets; instead your Assets will be held in the custody of a Custodian meeting the requirements of a “qualified custodian” under Rule 206(4)-2 of the Advisers Act.

### **Client Rights and Obligations**

Each Client retains sole ownership of the Account (i.e. the right to withdraw securities or cash, exercise or delegate proxy voting and receive transactions confirmations). The Client may make deposits and withdrawals at any time, subject to any maintenance requirements of the Custodian.

## **Account Connections**

Clients shall be required to connect their Emperor Account to their Funding Account by entering into the Website true, accurate, current, and complete information about their Funding Account, including the American Bankers Association routing number and account number for the Funding Account. The Client acknowledges that their Emperor Account will not be connected to their Funding Account unless and until they receive a confirmation through the Website indicating they have successfully connected the Emperor Account and Funding Account. The Client further agrees that, if their Funding Account is closed or restricted after they connect it to the Emperor Account, they will have no right under the Agreements to make Deposits or Withdrawals unless and until: (i) the Funding Account is reopened or unrestricted; or (ii) they successfully connect a different Funding Account to the Emperor Account.

## **Deposits and Purchases**

The Client agrees that they will invest by using the Website to initiate Deposits. You agree and acknowledge that nothing in any of the Agreements gives you any right to fund any Deposit or transfer of money for investment in the Account in any manner other than an Automated Clearing House transfer from your Account to the Custodian in accordance with the Agreements or a transfer of Money to the Custodian as permitted by Emperor. Emperor reserves the right to accept investments funded from other sources or through other means on a case by case basis and subject to the fees in the Agreement with the prior express written approval of a duly authorized officer of Emperor.

## **Withdrawals and Sales**

Clients may withdraw money from their investments by initiating a Withdrawal request through the Website at any time. The Client acknowledges and agrees that, notwithstanding anything in the Agreements to the contrary, they will not be able to request Withdrawals, or to request Sales relating to Withdrawals, unless and until they connect their Funding Account to their Emperor Account using the Website. The Client agrees that, by requesting a Withdrawal, they may have to place an order with the Custodian for Sales of securities in their Account. Emperor will send any Withdrawal request to the ACH Operator. The Client agrees that, by requesting a Withdrawal, they authorize the ACH Operator to request that the Custodian transfer the proceeds of the applicable Sales in the amount requested (or less if the money remaining in your Account after deducting any fee due is less) to your Funding Account. You acknowledge and agree that the Custodian will not initiate a transfer of money for a Withdrawal until the Business Day after the last applicable Sale to settle for such Withdrawal has settled and that it may take up to five Business Days after the Custodian initiates a transfer of money for the proceeds of a Withdrawal to arrive in your Funding Account.

## **Termination**

This Agreement will continue in effect until terminated by either party with a written notice to the other, via email or by mail to the address of record. In the event the Agreement is terminated, any fees that are due, but have not been paid, will be billed to the Client and are due immediately.

You understand and agree that the cancellation or termination of this agreement is your sole right and remedy with respect to any dispute with us including, without limitation, any dispute related to, or arising out of: (i) any terms of this Agreement or our enforcement or application of this Agreement; (ii) any practice or policy of Emperor, including our Terms & Conditions and Privacy Policy, or our enforcement or

application of these policies; (iii) the content available through our Website or any change in content provided through the Website or on a Service; (iv) your ability to access and/or use our Website or any Service; or (v) the amount or types of our fees or charges, surcharges, applicable taxes, or billing methods, or any change to our fees or charges, applicable taxes, or billing methods. Upon cancellation or termination of this agreement, we may immediately deactivate your user account and all related information and/or files in your user account and/or bar any further access to such information and/or files, our Website (or part thereof) and/or our Services, except as we may otherwise provide from time to time.

We will attempt to process all cancellation requests within 72 hours after we receive your request. charges reversed. If you use our Service during that next period, you will not be entitled to a refund. We reserve the right to collect fees, surcharges, or costs incurred before your cancellation takes effect.

Termination of this Agreement will not affect (i) the validity of any action previously taken by the Adviser under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) the Client's obligation to pay advisory fees (pro-rated through the date of termination). Upon the termination of this Agreement, the Adviser will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account.

The death or incapacity of the Client shall not terminate the authority of the Adviser granted herein until the Adviser receives written termination notice from the Client's executor, guardian, attorney-in-fact or other authorized representative.

### **Legal Capacity**

If this Agreement is established by the undersigned Client, or the Client's authorized representative in a fiduciary capacity, the Client hereby certifies that he/she is legally empowered to enter into or perform this Agreement in such a capacity.

### **Representation**

It is understood by the Client that the Adviser is licensed/registered with all of the appropriate regulatory jurisdictions that the Adviser believes it has a duty to be licensed/registered. It is understood and acknowledged by the Client that the Adviser is not engaged in the practice of law or accounting, and as such, will not render any legal or accounting advice hereunder, nor prepare any legal or accounting documents for the implementation of any of the Client's financial or investment plans.

### **Fees**

You agree to pay the Fee in accordance with the Agreements. The Fee is not negotiable. Emperor reserves the right to waive the Fee or any part thereof for any period for any client at its sole discretion.

To this end, and not in limitation of the foregoing, Emperor may, from time to time, elect to launch programs or initiatives whereby Fees may be waived, in whole or in part, for certain categories of client (such as, students, clients below a certain age and/or military veterans). Any such program or initiative (i) is entirely discretionary to Emperor, and may be expanded, narrowed, suspended, cancelled or modified at any time by Emperor, and (ii) will be subject to any rules, guidelines and/or terms and conditions created by Emperor in connection therewith (which rules, guidelines and/or terms may be included in website landing pages, on Emperor's website generally and/or elsewhere). To the extent any such

program or initiative is cancelled or terminated, clients will once again be charged the then-current Fees on a going-forward basis. The Client agrees and acknowledges that Emperor shall have sole discretion in determining whether or not any existing client or potential client meets the requirements to participate in and/or benefit from any such program or initiative, and Emperor shall not be liable to you or any other party in connection with any such decision and/or in connection with the administration of any such program or initiative generally.

The minimum account opening balance is \$0. The fee charged is based upon the amount of money you invest. Fees are charged monthly, in arrears. Fees will be calculated on the average daily balance of the previous month, will be billed within the first two weeks of the month and will be calculated per the fee schedule as follows:

Fee Schedule	
Account Balance	Fee
Under \$5,000	Free
\$5,000 +	0.60%

We believe our fee is reasonable considering the fees charged by other investment advisers offering similar services/programs. Our fees will not be based upon a share of capital gains or capital appreciation of the funds or any portion of your funds.

For accounts with a balance of \$5,000 or more, you will authorize the custodian to directly debit fees from your account held at the custodian and to pay us. Management fees are prorated for each contribution and withdrawal made during the applicable calendar month (with the exception of small inconsequential contributions and withdrawals). Each time you use our Services you reaffirm your agreement that we may charge your account. In the event we cannot charge your account, we reserve the right to terminate your access to our Services.

The Client acknowledges that Emperor designed the Program with frequent investing in mind and that the fee structure might not be appropriate for individuals looking to make few or infrequent small-dollar investments. The Client acknowledges that the Fee may exceed the aggregate costs of purchasing separately the individual advisory services.

Clients are responsible for all charges and fees associated with connecting to our Website and our Services, including without limitation all internet service provider fees, data charges, sales taxes and any other fees and charges necessary to access our Services via your mobile device.

In addition to the Adviser's annual investment management fee, the Client shall also incur, relative to all Exchange Traded Fund and Mutual Funds ("Funds") purchases, charges imposed at the fund level (i.e. advisory fees and other fund expenses), transaction and administrative fees

### **Non-Exclusive Management**

It is understood that the Adviser performs investment advisory services for other clients. The Client agrees that the Adviser may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or nature of action taken with respect to the Client's Account. The Adviser, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as the Adviser recommends for the Client's Account.

### **Confidential Relationship**

All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or necessary to carry out designated powers or as granted by the Client.

### **Notices and Communication**

Communications will be sent to the Client at the address provided by the Client at the time the Client opens the Account, or to another address as may be provided to the Adviser in writing in the future. All communications sent to the Client at the stipulated address, whether by mail, facsimile, messenger, electronically, or otherwise, will be treated as if they were given to the Client personally, whether or not the Client receives them.

### **Proxies and Class Action Lawsuits**

The Adviser will not vote proxies on behalf of the Client's Account. Additionally, the Adviser will not be required to take any action or render any advice with respect to voting of proxies solicited by or with respect to the issuers of securities in which Assets of the Account may be invested from time to time. Further, the Adviser will not take any action or render any advice with respect to any securities held in the Account, which are named in or subject to class action lawsuits. The Adviser will, however, forward to the Client any information received by the Adviser regarding class action legal matters involving any security held in the Account.

### **Risk Acknowledgement**

The Adviser does not guarantee the future performance of any recommendations or any specific level of performance, the success of any investment decision or strategy that the Adviser may recommend, or the success of Adviser's overall management of the Account. The Client understands that investments are subject to various market, currency, economic, political, geopolitical, acts of terrorism, and business risks, and that those investment decisions will not always be profitable. THE CLIENT'S INVESTMENTS WILL GO UP OR DOWN, DEPENDING ON MARKET CONDITIONS.

All recommendations will be based on information from sources believed to be reliable, but are not guaranteed by EMPEROR as to their accuracy or completeness.

### **Entire Agreement and Amendments**

All agreements, covenants, representations and warranties express and implied, of the parties hereto concerning the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, are made a part hereof. All prior and contemporaneous

conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. Emperor has the right to amend this Agreement upon written notice to the Client. Any such amendment will be effective as of the date specified by Emperor. However, regardless of anything else in this Agreement, any increase in fees, any deletion or substitution by Emperor of any of the services or in connection with the Account and any material modification of any such services will be the subject of a minimum of 30 days prior written notice to the Client.

### **Governing Law**

Except to the extent that it is preempted by federal law, the internal law of the State of New York will govern the construction, validity, and administration of this Agreement. However, nothing in this Agreement will be construed contrary to the Advisers Act.

### **Standard of Care**

Subject to the terms and conditions of the Subscription Agreement and this Advisory Agreement and without limiting any rights you may have under the Investment Advisers Act of 1940 and other applicable United States federal or state securities law, Emperor shall exercise the level of care in providing the Advisory Services that is customary and reasonable in the industry for investment advisers providing investment advice solely through internet-accessed computer Websites.

### **Waiver**

Failure of either party at any time to declare breach and termination of Agreement due to any violation or violations by the other party of the provisions hereof shall not be deemed a waiver on the part of such party. Any subsequent violations by the other party following a demand for strict compliance shall not be deemed a waiver, expressed or implied, and notice of breach thereafter, need not be served on the other party.

### **Assignment of Agreement**

No assignment, as that term is defined in the Advisers Act, of this Agreement shall be made by the Adviser without the prior written consent of the Client. The Client acknowledges and agrees that transactions that do not result in a change of actual control or management of the Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act.

### **Arbitration Agreement**

The Client and the Adviser agree that all controversies which may arise between them concerning the provisions of the services provided under this Agreement, or concerning the construction, performance or breach of this Agreement, shall be determined by arbitration, in accordance with the rules of the American Arbitration Association. Any arbitration shall take place in the same city and state where the Adviser is located. The parties acknowledge, understand and agree that:

- Arbitration is final and binding on the parties.
- The parties are waiving their right to seek remedies in court, including the right to jury trial.

- Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

In no way shall this Agreement constitute a waiver or limitation of rights that the Client may have under Federal or State Securities Laws to pursue a remedy by other means.

### **Acknowledgements**

Client acknowledges receipt of Part 2A Form ADV and the Adviser's Privacy Policy.

Client agrees to notify us promptly via the Website of any change in Client's circumstances that might affect the Client's account.

Client agrees to notify us promptly via the Website if their email address changes.

Client acknowledges that the Adviser has their express permission for deliver electronically of all documents relating to their Account. This includes the Adviser's Privacy Policy and ADV Part 2A Brochure and Part 2B Brochure Supplement.

**THE CLIENT WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE CLICKING ON THE "SUBMIT APPLICATION" BUTTON OR ENTERING AN ELECTRONIC SIGNATURE. IF CLIENT HAS ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT CLIENT WILL ADDRESS THEM WITH THE ADVISER BEFORE AGREEING TO IT. CLIENT UNDERSTANDS THAT CLICKING OR CHECKING "SUBMIT APPLICATION" OR TYPING CLIENT'S NAME IN THE ELECTRONIC SIGNATURE FIELD IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS AGREEMENT AND CLIENT WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. CLIENT AGREES TO CHECK THE WEBSITE FOR UPDATES TO THIS AGREEMENT. THIS AGREEMENT SHALL BE BINDING ONCE ALL PARTIES INVOLVED HAVE ELECTRONICALLY SIGNED AND DATED THIS AGREEMENT.**