Investment Advisory Agreement

Zai Technologies LLC

Effective July 28, 2026 | Version 2026-07-28

Important service boundaries. Zai Advisory is an automated, non-discretionary investment-advisory service. Zai does not place trades, move money, take custody of assets, or continuously monitor accounts unless Zai expressly agrees otherwise in writing.

This Investment Advisory Agreement (the "Agreement") is between Zai Technologies LLC, a California limited liability company ("Zai," "we," "us," or "our"), and the individual who accepts this Agreement electronically ("Client," "you," or "your"). The Agreement becomes effective when Zai confirms your acceptance and activates your paid advisory relationship (the "Effective Date").

Zai's principal office is 1547 Warwick Ave, Thousand Oaks, California 91360. You may contact Zai at 424-542-1838 or support@fuwn.com. Zai's CRD number is 342129.

1. Electronic Acceptance and Client Eligibility

You enter this Agreement by selecting the acceptance control presented in Zai's app or website after receiving access to the current Agreement and Form CRS. Your electronic acceptance has the same effect as a handwritten signature. Zai records the Agreement version, acceptance time, account identifier, IP address, and device or browser information for compliance and evidentiary purposes.

You represent that you are at least 18 years old, have legal capacity to contract, are providing accurate information for yourself, and will use the service only where lawful. Zai may decline or discontinue an advisory relationship when required by law, compliance standards, platform limitations, or the inability to obtain information reasonably needed to provide advice.

2. Scope of Advisory Services

Zai provides personalized, software-generated investment advice and related financial-planning guidance through an interactive website and mobile application. Specialized software models and automated agents evaluate information you provide or authorize Zai to access. Human personnel may support compliance, operations, security, customer service, and technology, but do not ordinarily provide individualized investment recommendations.

Depending on the feature used and the information available, the service may include:

- Investment-allocation, diversification, risk, and portfolio observations.
- Wealth-management and financial-planning guidance tied to stated goals.
- Educational analysis of securities, accounts, cash flow, debt, and protection needs.
- Insurance or protection considerations presented for planning purposes only.

Zai does not promise a comprehensive financial plan unless a specific service is expressly identified that way. Zai does not provide legal, accounting, or tax advice; prepare tax returns; sell insurance; or act as a broker-dealer, bank, custodian, or trustee. Consult an appropriately licensed professional for those matters.

3. Non-Discretionary Relationship

All advice is non-discretionary. You decide whether, when, and how to implement a recommendation. Zai has no authority to purchase or sell securities, rebalance an account, withdraw or transfer cash or securities, change account settings, or otherwise act on your behalf. You are responsible for reviewing recommendations and transaction details before directing any third party to act.

4. Information You Provide and Your Responsibilities

Advice depends on the completeness, accuracy, and timeliness of information available to Zai. You agree to provide truthful and complete information about your household, goals, time horizon, risk tolerance, income, expenses, taxes, debts, insurance, accounts, holdings, restrictions, and other relevant circumstances. You will promptly update material changes and review imported data for errors, omissions, duplicates, or stale values.

You remain responsible for safeguarding account credentials, reviewing statements and confirmations from financial institutions, maintaining appropriate emergency liquidity, understanding tax effects, and evaluating whether a recommendation remains suitable before implementation.

5. Linked Accounts, Data Providers, and No Custody

With your authorization, Zai may receive read-only account, position, transaction, identity, market, filing, or economic data from third-party providers. Those providers may be unavailable, delayed, incomplete, inaccurate, or subject to separate terms. Zai may cache source-backed information to reduce cost and improve performance, while identifying freshness when reasonably available.

Linked-account access does not give Zai possession or control of client funds or securities. Zai does not maintain custody and cannot withdraw, transfer, or trade assets. Your broker, custodian, bank, or other financial institution remains responsible for account administration, execution, statements, confirmations, and safeguarding assets.

6. Fees, Billing, and Automatic Renewal

Your subscription fee is the amount and billing frequency clearly presented before activation or purchase. Zai currently expects to offer an advisory subscription at approximately $29 per month or an annual equivalent, but the checkout disclosure controls. The fee is generally charged in advance through the payment method you authorize and is not deducted from an investment account. Zai does not charge performance-based fees.

Your subscription automatically renews for successive periods until canceled. Before you subscribe, Zai will present the amount, frequency, renewal terms, cancellation method, and any trial or promotional terms, and will obtain your affirmative consent. You authorize recurring charges to the payment method selected at checkout. Zai will provide a confirmation you can retain.

You may cancel at any time using the online or in-app cancellation method made available in the same medium used to subscribe, or by contacting support@fuwn.com. Cancellation stops future renewals. Unless you request immediate termination or applicable law requires otherwise, access ordinarily continues through the paid period. Fees are not prorated or refunded except as expressly disclosed, when Zai terminates without cause as described below, or when required by law. Zai will provide advance notice of fee changes and obtain renewed consent when required.

7. Third-Party Fees and Expenses

The Zai fee does not include brokerage commissions, markups, spreads, custody fees, fund expenses, account fees, taxes, or charges imposed by third parties. You pay those costs directly to the applicable provider. Zai does not receive commissions, sales loads, referral compensation, revenue sharing, or product-based compensation for advisory recommendations unless Zai gives you specific written disclosure and obtains any consent required by law.

8. Monitoring and Review

Unless Zai expressly agrees otherwise in writing, the subscription does not include continuous account monitoring, automatic rebalancing, periodic human review, or periodic written review reports. Advice is generated when you use the service or request an analysis. Notifications, cached refreshes, data updates, watchlists, or technical alerts do not by themselves create a promise to monitor your account or contact you when conditions change.

9. Investment and Technology Risks; No Guarantee

Investing involves risk, including loss of principal. Past performance does not guarantee future results. Recommendations may underperform, may not match future conditions, and may be affected by market, interest-rate, inflation, liquidity, credit, concentration, tax, regulatory, geopolitical, and issuer-specific risks.

Automated advice also involves model, assumption, data, software, cybersecurity, connectivity, and availability risks. Models can be incomplete or wrong; generated explanations can contain errors; and third-party data can be stale or misclassified. Zai does not guarantee any investment result, return, tax outcome, goal achievement, continuous availability, or error-free operation.

10. Conflicts of Interest and Compensation

Zai earns more when you subscribe and remain a client, creating an incentive to encourage activation and retention. Zai addresses this conflict through disclosure, non-discretionary recommendations, controls designed to keep product compensation out of advice, and your ability to cancel. Employees may receive salary or general performance compensation but are not ordinarily paid based on particular securities, products, trades, or assets under management.

11. Brokerage, Proxy Voting, and Other Authority

You select and maintain your own broker, custodian, and financial institutions. Zai does not require a particular broker, receive soft-dollar benefits, direct brokerage, vote proxies, provide proxy-voting instructions, or exercise investment discretion. You remain responsible for proxy materials and corporate actions.

12. Privacy and Information Security

Zai handles personal information under its current Privacy Policy and applicable law. You authorize Zai to collect, use, retain, and share information as reasonably necessary to provide, secure, support, audit, and comply with the advisory service, including through service providers acting on Zai's behalf. No security program can eliminate all risk. Review the Privacy Policy for categories of information, purposes, disclosures, retention, rights, and contact methods.

13. Consent to Electronic Delivery

You affirmatively consent to receive this Agreement, Form CRS, Form ADV brochures and supplements, privacy notices, invoices, confirmations, amendments, regulatory notices, and other advisory records electronically through the app, website, email, or a durable download link. Electronic delivery is a condition of Zai's digital-only advisory relationship.

To receive and retain records, you need a current email address; internet access; a supported computer or mobile device; a current web browser; software capable of opening PDF files; and enough storage or printing capability to retain copies. By opening this Agreement and accepting it, you confirm that you can access and retain the record.

You may request a paper copy without charge, update your email address, or withdraw electronic-delivery consent by contacting support@fuwn.com. Withdrawal does not affect records already delivered or accepted. Because the service is digital-only, withdrawing consent may require Zai to terminate the advisory relationship.

14. Regulatory Disclosures and Client Acknowledgments

Before or at the time you enter this Agreement, Zai will make the current Form CRS and Form ADV Part 2A available electronically, along with the Privacy Policy and applicable service terms. By accepting, you acknowledge that you had an opportunity to open, review, download, retain, and ask questions about these documents. Your acceptance does not waive any right or duty imposed by applicable law.

15. Term and Termination

This Agreement continues until terminated. You may terminate through the online or in-app cancellation method or by contacting support@fuwn.com. Zai may terminate on reasonable notice, immediately when required by law or security concerns, or when Zai cannot responsibly provide the service. Termination ends advisory access and future renewal charges but does not reverse transactions you independently directed.

If Zai terminates without cause before the end of a prepaid period, Zai will refund the unused portion on a pro rata basis, unless a different result is required by law or the payment channel. Provisions concerning fees already incurred, records, privacy, intellectual property, dispute rights, assignment, and non-waiver survive to the extent applicable.

16. Assignment

Zai will not assign this Agreement, as "assignment" is defined under the Investment Advisers Act of 1940, without your consent. Zai may use service providers or contractors without assigning the advisory relationship, provided Zai remains responsible for its obligations.

17. Changes to This Agreement

Zai may update this Agreement prospectively by providing clear notice. A material change requiring consent will not take effect for you until Zai obtains that consent. Continued use alone will not be treated as consent when affirmative consent is required by law. No amendment retroactively eliminates duties or rights that cannot lawfully be changed.

18. Notices and Contact Information

Zai may send notices to the email address associated with your account, through the app or website, or by another electronic method you authorize. You must keep contact information current. Send notices, paper-copy requests, cancellation requests, and questions to support@fuwn.com or Zai Technologies LLC, 1547 Warwick Ave, Thousand Oaks, CA 91360.

19. Governing Law and Disputes

This Agreement is governed by federal securities law and, where not preempted, California law, without regard to conflict-of-law principles. The parties may pursue any forum and remedy available under applicable law. This Agreement does not require arbitration, waive a jury trial, waive participation in a class or representative action, shorten a legally applicable limitation period, or restrict communications with regulators.

20. Entire Agreement and Order of Precedence

This Agreement, together with incorporated regulatory disclosures and policies, is the complete agreement governing paid advisory services. If this Agreement conflicts with general Terms of Service about paid advisory services, this Agreement controls. Form CRS and Form ADV are regulatory disclosures and are not reduced or overridden by general product terms. A separately signed service schedule controls only for the specific service it identifies.

21. Severability; No Waiver

If a provision is invalid or unenforceable, it will be enforced to the maximum lawful extent and the remainder will continue. A delay in enforcing a provision is not a waiver. Headings are for convenience and do not alter meaning.

22. Rights and Fiduciary Duties Preserved

Nothing in this Agreement waives or limits any non-waivable right you have under federal or state law, any fiduciary duty Zai owes under applicable law, or any remedy available for breach of that duty. No provision requires you to indemnify Zai for, or releases Zai from, conduct for which liability cannot lawfully be limited.

23. Electronic Acceptance Record

The following information is completed and retained electronically by Zai’s systems when you accept this Agreement:

Record	Captured value
Client name	Recorded electronically
Account email or identifier	Recorded electronically
Agreement version	Recorded electronically
Acceptance date and time	Recorded electronically
Electronic delivery consent	Recorded electronically
IP address and device/browser record	Recorded electronically

BY SELECTING “I CONSENT TO ELECTRONIC DELIVERY AND ACCEPT THE ADVISORY AGREEMENT,” YOU CONFIRM THAT YOU READ, UNDERSTAND, AND AGREE TO THIS AGREEMENT.