# INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (the "Agreement") is entered into between:

Effective Date: November 14, 2025

Jenny Weaver Capital LLC, doing business as Senstomi 23077 Greenfield Rd, Suite 420, Southfield, MI 48075 (the "Adviser")

and

The individual identified in the electronic signature record (the "Client")

**WHEREAS**, the Adviser is a registered investment adviser with the U.S. Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940, as amended; and

**WHEREAS**, the Client desires to retain the Adviser to provide non-discretionary investment advisory services through the Adviser's digital platform; and

**WHEREAS**, the Adviser has delivered to the Client its Form ADV Part 2A (Firm Brochure) and Form CRS (Client Relationship Summary), which the Client acknowledges receiving and reviewing;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

### 1. ADVISORY SERVICES

- **1.1 Scope of Services.** The Adviser agrees to provide non-discretionary investment advisory services to the Client through its proprietary digital platform (the "Platform"). Services currently include the "Income Hit" scenario module, which provides rules-based portfolio allocation guidance for individuals experiencing income disruption. Additional modules may address other financial scenarios (e.g., market volatility, windfalls or major expenses), each following the same fiduciary, rules-based framework.
- 1.2 Ongoing Advice. The Adviser provides investment advice on an ongoing basis.
  Recommendations are recalculated whenever the Client updates financial information or re-runs scenarios to reflect changes in their circumstances. The Platform remains continuously available for the Client to access advice at any time during the advisory relationship.
- **1.3 Non-Discretionary Nature.** The Adviser provides recommendations only and does not have discretionary authority to execute trades, manage assets, or make investment decisions on behalf of the Client. All investment decisions and implementation remain solely with the Client.
- **1.4 No Custody or Execution.** The Adviser does not hold, manage, or have custody of Client assets. The Adviser does not execute trades or transactions. The Client is responsible for implementing any recommendations through their own financial institutions.

- **1.5 Client-Provided Information.** Recommendations are based on financial information provided by the Client through the Platform. Recommendations are informed by the Client's stated financial profile and Senstomi's proprietary risk framework, which determines baseline allocations and scenario adjustments. The Client agrees to provide accurate and complete information and to update such information as circumstances change.
- **1.6 Technology and Al Tools.** The Platform uses natural language processing tools to translate deterministic calculations into plain-English explanations. These tools assist in communicating fiduciary logic in plain English but never determine recommendations. All recommendations are based on the Adviser's proprietary rules-based system and reviewed for consistency with fiduciary standards under the Investment Advisers Act of 1940.
- **1.7 Future Enhancements.** The Adviser may introduce additional scenario modules, account aggregation features, behavioral finance tools, and peer-benchmarking insights. Any future account-linking will be read-only for analytical purposes only. The Adviser will never have the ability to move funds or execute trades.

## 2. FEES AND PAYMENT

- **2.1 Subscription Fee.** The Client agrees to pay a subscription fee of \$12.00 per month for access to the Platform and advisory services. Fees are billed monthly in advance and are payable electronically through the Platform.
- **2.2 No Asset-Based Fees.** The Adviser does not charge asset-based fees, commissions, or transaction-based compensation.
- **2.3 Fee Changes.** The Adviser may change its fee structure with at least 30 days' advance written notice to the Client. Continued use of the Platform after such notice constitutes acceptance of the new fee structure.
- **2.4 Refunds.** Fees are non-refundable except as required by applicable law. Upon termination, no refund will be provided for the current billing period.

#### 3. CLIENT RESPONSIBILITIES

- **3.1 Accuracy of Information.** The Client represents that all financial information provided to the Adviser is accurate, complete, and current. The Client agrees to promptly update information when circumstances change.
- **3.2 Independent Review.** The Client acknowledges that recommendations are general in nature and may not address the Client's unique circumstances. The Client is encouraged to consult with tax advisors, attorneys, or other professionals before implementing any recommendations.
- **3.3 Implementation Responsibility.** The Client is solely responsible for implementing any recommendations, including consideration of tax implications, transaction costs, account restrictions, and market timing.
- **3.4 Re-Running Scenarios.** The Platform does not automatically monitor the Client's situation. The Client is responsible for re-running scenarios when their financial circumstances or goals change.

### 4. FIDUCIARY DUTY AND CONFLICTS OF INTEREST

- **4.1 Fiduciary Duty.** The Adviser is a fiduciary under the Investment Advisers Act of 1940, obligated to act with care, loyalty, and full transparency when providing personalized investment advice. The Adviser agrees to act in the Client's best interest.
- **4.2 Conflicts of Interest.** The Adviser's revenue depends on subscription retention, which may create an incentive to encourage continued platform use. However, the Adviser generates revenue exclusively through subscription fees and receives no commissions, referral payments, or third-party compensation. All conflicts are disclosed in the Adviser's Form ADV Part 2A.
- **4.3 No Product Sales.** The Adviser does not sell investment products, insurance, or other financial products and receives no compensation from third parties.

#### 5. RISKS AND DISCLAIMERS

- **5.1 Investment Risk.** The Client acknowledges that investing involves risk, including the possible loss of principal. Market volatility, economic conditions, and implementation choices may affect results. Past performance is not indicative of future outcomes.
- **5.2 Technology Risk.** As a digital platform, the Adviser is subject to system outages, cybersecurity threats, and data connectivity issues. While the Adviser takes reasonable measures to ensure service availability and data security, the Adviser does not guarantee uninterrupted access. In the event of service interruption, all historical recommendations remain securely retained in accordance with SEC recordkeeping requirements.
- **5.3 No Guarantee of Results.** The Adviser makes no guarantee regarding investment performance or specific outcomes. Recommendations assume proper implementation; delays, partial execution, or deviation from guidance may lead to different results.
- **5.4 No Tax or Legal Advice.** The Adviser does not provide tax or legal advice. The Client should consult with qualified tax and legal advisors before implementing any recommendations.

## 6. TERM AND TERMINATION

- **6.1 Term.** This Agreement becomes effective on the date of the Client's electronic signature and continues on a month-to-month basis until terminated.
- **6.2 Termination by Client.** The Client may terminate this Agreement at any time by canceling their subscription through the Platform or by written notice to support@senstomi.com. Termination will be effective at the end of the current billing period.
- **6.3 Termination by Adviser.** The Adviser may terminate this Agreement with 30 days' written notice to the Client. In the event of termination by the Adviser, any prepaid fees for the unused portion of the billing period will be refunded on a pro-rata basis.
- **6.4 Effect of Termination.** Upon termination, the Client's access to the Platform will cease. The Client may retain copies of any recommendations received prior to termination. Termination does not affect any obligations incurred prior to termination.

### 7. PRIVACY AND CONFIDENTIALITY

- **7.1 Privacy Policy and Regulatory Compliance.** The Adviser's collection, use, and protection of Client information is governed by its Privacy Policy, available on the Platform and incorporated herein by reference. The Adviser complies with the privacy requirements of the Gramm-Leach-Bliley Act and applicable SEC Regulation S-P.
- **7.2 Confidentiality.** The Adviser agrees to keep Client information confidential, except as required by law, regulation, or with the Client's consent.
- **7.3 Record Retention.** The Adviser will maintain records of all scenario inputs, recommendations, and Client actions in accordance with SEC record-keeping requirements under the Investment Advisers Act of 1940.

#### 8. REGULATORY COMPLIANCE

- **8.1 SEC Registration.** The Adviser is registered with the SEC as an Internet investment adviser under Rule 203A-2(c). Registration does not imply a certain level of skill or training.
- **8.2 Form ADV and Form CRS.** The Client acknowledges receiving and reviewing the Adviser's Form ADV Part 2A and Form CRS prior to signing this Agreement. Updated versions are available at www.adviserinfo.sec.gov (CRD #336311) and on the Platform.
- **8.3 Code of Ethics.** The Adviser has adopted a Code of Ethics consistent with its fiduciary duties. A copy is available upon request.

## 9. LIMITATION OF LIABILITY

- **9.1 No Liability for Market Performance.** The Adviser shall not be liable for any losses resulting from market volatility, economic conditions, or investment performance.
- **9.2 No Liability for Client Implementation.** The Adviser is not responsible for any losses or consequences resulting from the Client's implementation or non-implementation of recommendations, including timing, execution, tax consequences, or transaction costs.
- **9.3 No Liability for Technology Issues.** The Adviser shall not be liable for service interruptions, data loss, or security breaches, except to the extent caused by the Adviser's gross negligence or willful misconduct.
- **9.4 Maximum Liability.** In no event shall the Adviser's total liability exceed the amount of fees paid by the Client to the Adviser during the twelve (12) months preceding the claim.

# 10. DISPUTE RESOLUTION

- **10.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions.
- **10.2 Arbitration.** Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Oakland County, Michigan. Nothing in this arbitration provision

limits the Client's right to file a complaint with or seek relief through the SEC or any other regulatory authority.

- **10.3 Arbitration Opt-Out.** The Client may opt out of the arbitration provision by providing written notice to support@senstomi.com within thirty (30) days after signing this Agreement. If the Client opts out, any disputes will be resolved in the state or federal courts located in Oakland County, Michigan.
- **10.4 Class Action Waiver.** The Client agrees that any arbitration or legal proceeding shall be conducted on an individual basis and not as a class action, consolidated action, or representative action.

### 11. GENERAL PROVISIONS

- **11.1 Entire Agreement.** This Agreement, together with the Form ADV Part 2A, Form CRS, and Privacy Policy, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.
- **11.2 Amendments.** The Adviser may amend this Agreement by providing 30 days' written notice to the Client. Continued use of the Platform after such notice constitutes acceptance of the amendments.
- **11.3 Assignment.** This Agreement may not be assigned by the Client without the Adviser's written consent. The Adviser may assign this Agreement in connection with a sale or merger of its business, provided the Client receives prior written notice.
- **11.4 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- **11.5 Notices.** All notices under this Agreement shall be sent to support@senstomi.com for the Adviser and to the email address provided by the Client during registration.
- **11.6 Electronic Signature.** The Client agrees that their electronic signature has the same legal effect as a handwritten signature and that the electronic signature record maintained by the Adviser's signature provider constitutes binding acceptance of this Agreement.

# **CLIENT ACKNOWLEDGMENT AND CONSENT**

By clicking "I Agree" and providing your electronic signature below, you acknowledge and confirm that:

- 1. You have received, read, and understood this Investment Advisory Agreement, the Form ADV Part 2A (Firm Brochure), and the Form CRS (Client Relationship Summary);
- 2. You understand that Senstomi provides non-discretionary investment advice only and does not manage assets, execute trades, or hold custody of your funds;
- 3. You are solely responsible for implementing any recommendations and for all investment decisions:
- 4. You understand that investing involves risk, including possible loss of principal;
- 5. You have had the opportunity to ask questions and seek independent advice regarding this Agreement;
- 6. You consent to receive communications and documents electronically through the Platform:
- 7. You understand your right to opt out of arbitration within 30 days by emailing support@senstomi.com; and
- 8. You agree to all terms and conditions set forth in this Agreement.

**Electronic Signature Notice:** Your electronic signature, name, email address, IP address, and timestamp will be recorded and stored securely as your legally binding acceptance of this Agreement.

© 2025 Jenny Weaver Capital LLC d/b/a Senstomi SEC File No. 801-132801 | CRD #336311 23077 Greenfield Rd, Suite 420, Southfield, MI 48075 Phone: 917-771-7197 | Email: support@senstomi.com www.senstomi.com

Signature			