

General Terms & Conditions

Effective as of March 19, 2025

1. Incorporation; Definitions. These General Terms & Conditions (the “Terms”) are incorporated into the agreement, invoice, understanding, and/or document referencing these Terms (collectively, the “Agreement”). Signal Advisors USA, Inc. may be referred to herein as “Signal”. The person(s) and/or entity(ies) other than Signal that are part of the agreement may be, collectively and/or individually, referred to as “You” or “Your”. You and Signal may collectively be referred to herein as the “Parties”.

2. Force Majeure. Signal shall not be considered to be in default or breach of the Agreement if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of the Agreement, arising, directly or indirectly, out of or from any act, omission, or circumstance by or in consequence of any act of God, labor disturbance, sabotage, failure of suppliers of materials, damages, weather, electronics, cyber act, malware, pandemic, endemic, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment, acts of any third party, inactions of any third party, strike, or any other cause or causes that Signal in its sole discretion determines is beyond its actual control, including but not limited to any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency or unexpected circumstance not limited to those listed above upon the property or equipment of Signal or property or equipment of others.

3. Indemnification. Signal shall indemnify and hold harmless you for all costs, damages, and losses (including attorneys’ fees) that you incur as a result of a third-party lawsuit against you that any Signal intellectual property provided to you in connection with this Agreement violated the third-party’s intellectual property rights, provided you inform Signal of such third-party lawsuit within 3 calendar days of first learning of the lawsuit. You shall indemnify and hold harmless Signal, its affiliates, subsidiaries, parents, and each of their employees, officers, directors, representatives, and shareholders (collectively the “Signal Parties” and each a “Signal Party”) for all costs, damages, and losses (including attorneys’ fees) that: (A) the Signal Parties incur in connection with or as a result of (i) your actions or inactions, and (ii) a breach of any provision of the Agreement or another agreement among you and any of the Signal Parties. The Signal Parties are third party beneficiaries to the Agreement and may enforce the Agreement. The indemnification rights in this section includes the right to advancement so long as the party seeking advancement provides an undertaking letter that it will repay the advancement if a final and unappealable decision is issued that the party seeking advancement was not entitled to indemnification.

4. License. To the extent that Signal is granting you any license in connection with this Agreement, Signal grants you a non-exclusive, non-assignable, non-sublicensable, non-transferable, revocable, limited license that automatically terminates upon termination of this Agreement. You grant each Signal Party a royalty-free, fully paid up, irrevocable, perpetual, non-exclusive, assignable, sublicensable, transferable, worldwide license to use, edit, reproduce, modify, commercialize, market, profit from, create derivative works from, or otherwise use in any manner (i) your name, image, voice, and likeness, to the extent it was used or provided prior to termination of this Agreement, (ii) anything you disclosed to or provided to any Signal Party, including but not limited any testimonials, data, intellectual property, content, ideas, information, statements, feedback, or documents that you provided to a Signal Party. You waive any right to inspect or approve in connection with the license grant in this section.

5. Indebtedness. Any amounts owed by you, directly or indirectly, to any of the Signal Parties under the Agreement, another agreement, or otherwise, shall be “Indebtedness.” You shall immediately pay any and all Indebtedness upon request. Any Indebtedness that is not paid upon request shall bear compounding interest at a rate of 6.75% per year (or, if lower, the maximum interest rate permitted by law), compounded daily.

6. Limitation of Liability. The Signal Parties shall not be liable to you for any incidental, indirect, punitive, or consequential damages, or any lost profits. The Signal Parties’ maximum aggregate liability to you, under any and all claims and theories, shall not exceed twenty-five thousand dollars, even if such limitation of liability causes any clause (including but not limited to Section 3 above) or term to fail its essential purpose.

7. No Employment. Nothing in the Agreement creates the relationship of employer and employee between you and Signal.

8. Assignment. Signal may assign the Agreement in whole or part, including but not limited to assigning any Indebtedness. You may not assign or transfer the Agreement without Signal’s written consent.

9. Modifications. Signal may replace and/or modify these Terms, in Signal’s sole discretion, from time-to-time (each a “Modification”), by providing notice to you by posting the updated terms to www.signaladvisors.com/terms. You agree to be bound by any Modification unless, within thirty days of Signal posting the Modification you send Signal notice to Legal@SignalAdvisors.com stating that you decline to be subject to the Modification and instead desire to be governed by the then-current Terms without the Modification. If there are any exhibits attached to the agreement incorporating these terms then Signal may, in its sole discretion, modify the terms of the exhibit(s) upon notice to you.

10. Notice. In addition to as set forth in the section titled Modifications, all notices under the Agreement shall be in writing and shall be deemed given when personally delivered, or five days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth in the Agreement (and a copy of any such notice to Signal must be sent via email to Legal@SignalAdvisors.com). Alternatively, any notice to you may be sent to the email address(es) you provided, and any notice to Signal



may be sent to Legal@SignalAdvisors.com and such notice to Signal must include "Legal Notice" in the subject line and properly identify you as the party sending the notice and provide all details regarding the notice.

11. Order of Precedence. Unless a specific part of the agreement incorporating these Terms explicitly states it intends to supersede these Terms by writing "Notwithstanding the Terms" or something substantially similar, to the extent there is any irreconcilable conflict the order of precedence shall first be the Terms and second the agreement incorporating the Terms.

12. Further Assurances. You agree do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other documents, as Signal may request in order to carry out the intent and accomplish the purposes of the Agreement.

13. Law/Jurisdiction/Venue/Mediation. Any controversy, dispute, disagreement, proceeding, or claim arising out of or relating to the Agreement, or between or among the you and any Signal Party (each a "Dispute"), shall be subject to exclusive jurisdiction in the State of Michigan, and any Dispute shall only be brought and heard in the state and federal courts in Michigan. If the you believe there is a Dispute, as a prerequisite to you filing or pursuing litigation you must provide Signal with written notice (1) detailing the nature of the Dispute, including any supporting documentation, and (2) offering to engage in non-binding mediation regarding the Dispute in Wayne County, Michigan to be completed within 90 days of the letter, and Signal shall have 45 days to accept or reject engaging in the proposed non-binding mediation. Signal and you agree to, consent to, and shall be subject to exclusive personal jurisdiction in Michigan. Signal and you agree that Wayne County, Michigan and Washtenaw County, Michigan are each a convenient venue, and waive any and all arguments that either is an inconvenient venue. The Agreement is entered into in Wayne County, Michigan, and both you and Signal conduct business in Wayne County, Michigan and Washtenaw County, Michigan. In the event that Signal is successful, in whole or in part, in connection with any Dispute, then Signal shall be entitled to all of its costs and expenses from you, including but not limited to reasonable attorneys' fees. In the event that either party files any action not in accordance with the terms of this Section then the action shall be dismissed. The Agreement shall be interpreted under Michigan law, without regard to conflicts of law. For avoidance of doubt, the mediation requirements shall not limit Signal's ability to pursue litigation. To the greatest extent available at law, Signal and you waive any and all rights to jury trial for any Dispute where a jury trial waiver is permitted by law. You and Signal waive the ability to pursue any action against the other as a class action, either as a member of a class, as a representative, or otherwise in any class. Notwithstanding anything to the contrary, Signal may seek injunctive relief, equitable relief, declaratory relief, indemnification, Indebtedness, specific performance, and any claims related to the forgoing, in any court. You and Signal agree to strictly comply with the terms of this section.

14. Miscellaneous. In the event that any provision of the Agreement shall be determined to be illegal, void, or unenforceable, then only that provision will be limited or eliminated to the minimum extent necessary, and the remainder of the Agreement shall otherwise remain in full force and effect and enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. Signal has and/or is willing to negotiate the terms of the Agreement, and the Agreement shall not be interpreted against either party as the drafter, and instead shall be interpreted as jointly negotiated and drafted. You agree to not take any actions or inactions that would allow you or any other person or entity to, directly or indirectly, bypass or circumvent this Agreement or any other Agreement among you and any Signal Parties.

15. Survival. These Terms shall survive termination of the Agreement.

16. Entire Agreement. The Agreement, including the Terms, constitutes the entire Agreement with respect to the subject matters expressly addressed herein, and supersedes any prior agreements, promises, proposals, negotiations, understandings, or representations.

Attachment A

California Labor Code Section 2870. **Application of provision providing that employee shall assign or offer to assign rights in invention to employer.**

Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

Result from any work performed by the employee for his employer.

To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.