

# IAR Terms & Conditions

Effective as of August 31, 2023

**1. Incorporation; Definitions.** These IAR Terms & Conditions (the “**Terms**”) are incorporated into the agreement referencing these Terms (collectively, with any exhibits, the “**Agreement**”). Any term not defined herein has the definition as set forth in the agreement incorporating these Terms. Firm and Representative agree to be bound by the Agreement, including but not limited to being bound by these Terms.

## **2. Relationship.**

**a. Limitations on Authority.** The relationship between the Firm and Representative shall be solely limited to that described in the Agreement. Representative’s authority shall at all times be subject to the limitations set forth in this Agreement. Representative shall not and shall not represent to anyone that Representative has authority to, bind the Firm by any promise, agreement, or obligation except as specifically authorized by the Firm in writing. Representative shall have the authority to sign investment management or advisory agreements with Clients; *provided, however*, such agreements will not be binding on the Firm, unless and until countersigned by a duly authorized officer of the Firm. Representative’s authority is also limited by all applicable requirements and prohibitions including, without limitation: (i) federal and state securities, insurance, and other laws, rules, regulations, interpretations, and opinions; (ii) common law; (iii) court and administrative orders; (iv) the Firm’s internal rules, regulations, policies, procedures, manuals, and instructions; (v) the Firm’s subadviser or solicitors agreements (if any); (vi) any other contracts governing the provision of the services through the Firm; and (vii) with respect to each Client, the terms and conditions of the Client services agreement, new Client intake forms, investment guidelines (if any), and other investment instructions (together, the “**Applicable Requirements**”). Representative’s actions or omissions in violation of the Applicable Requirements are outside Representative’s authority.

**b. Required Insurance.** During the term of this Agreement, if Representative and Firm determine that Representative is not sufficiently covered by the Firm’s insurance policies, Representative may obtain additional insurance coverage (including, by way of example, property, casualty, and personal liability insurance). All such insurance coverage shall protect against such losses and be in such amounts as are required by Applicable Requirements, as in effect from time to time. The Firm shall be named as an additional insured under such policies. Upon request, Representative shall provide the Firm with certificates demonstrating that such insurance is in full force and effect.

**c. Tax-Related Obligations.** As an independent contractor, Representative, and not the Firm, will be solely responsible for paying any and all income taxes, estimated or withholding taxes, and other applicable payments due to any governmental agency with respect to Representative’s business activities under this Agreement. The Firm will not make any withholding for taxes from compensation payable to Representative.

**d. Personal Service; Employees.** Representative’s services for the Firm are to be performed personally. Representative may not hire, retain, or otherwise make arrangements to have any other person involved in any way, except as specifically authorized by the Firm. If the Firm authorizes Representative to hire an employee under the terms of this Section, Representative’s employee shall always be under Representative’s supervision and control and shall be Representative’s responsibility in every respect. Representative’s employee shall be governed and bound by the various provisions contained in this Agreement. Depending upon Representative’s employee’s proposed activities, he/she may be required by to sign an Investment Adviser Representative Agreement, but he/she will continue to be Representative’s sole responsibility in every respect. Representative shall be solely responsible for any insurance, taxes or employee benefits for Representative’s employee(s).

**e. Prohibited Conduct.** Representative shall not engage in any conduct or activities prohibited under Applicable Laws or Firm Policies. For example, Representative shall not (i) borrow from or lend money or securities to Clients; (ii) accept custody, control, or possession of Clients’ checks, funds, or securities; (iii) except for immediately family members, exercise a Client’s power of attorney or sign any document on behalf of a Client, even if requested by a Client as an expedient accommodation; (iv) accept a Client appointment to act as a trustee; (v) accept a Client’s designation as an account beneficiary; (vi) charge Clients for products or services except with Firm’s prior approval; (vii) change Client profiles or account-related information without express Client direction following Firm Policies; (viii) alter a Client’s custodian account statements or issue supplemental account-related statements without strictly adhering to Firm Policies. Representative shall not bring to or use with Firm any prior confidential information unless Representative has permission and authority to do so.

**f. Applicable Only If a Signal Advisors USA, Inc. Employee.** If the Representative is also an employee of Signal Advisors USA, Inc. then this subsection applies. Nothing in this Agreement modifies Representatives employment relationship with Signal Advisors USA, Inc. (“Signal USA”), including but not limited to Representative’s at-will status. Any compensation provided to Representative in connection with this Agreement is not employment or wage compensation, but rather is being paid by Firm to Representative as an independent contractor of Firm. Unless separately agreed to in writing, this Agreement shall automatically terminate if Representative’s employment with Signal USA terminates. For avoidance of doubt, this Agreement



does not supersede or modify the Employee Inventions and Proprietary Information Agreement entered into between Representative and Signal USA, and all of Representative's obligations and duties are cumulative.

**3. Representative's Duties.** While Representative's relationship with the Firm continues under this Agreement:

a. **Fidelity; Full Disclosure.** Representative shall provide the Firm with the services contemplated by this Agreement with full faith, honesty, fidelity, loyalty and disclosure, and in compliance with this Agreement. Representative will promptly notify Firm of conflicts of interest related to Firm's Financial Services, Clients, and Prospects, including information and disclosures required by Firm Policies, including Firm's Code of Ethics. It is a breach of this Agreement and Representative's duties for Representative to engage in discussions to potentially join another RIA, or to actually contract with another RIA, unless prior to doing so Representative informs Firm in writing.

b. **Compliance.** Representative shall comply with all Applicable Requirements as they may be changed from time to time, including, without limitation, those set forth in the Firm's compliance manual, policies, rules, directions, and procedures (collectively, the "**Firm Policies**"). Representative shall cooperate with all reasonable requests by Firm. Representative shall fully comply with all legal, contractual, and regulatory requirements applicable to Representative, and Representative shall ensure that all persons under Representative's control comply with all applicable legal, contractual, and regulatory requirements. Representative shall keep a copy of all documents filled out or signed by a Client, and all investment-related documents presented to a Client, and Representative shall provide Firm with a copy of all such documents.

c. **Outside Activities.** Subject to Section 7 (Other Activities), Representative shall fully disclose and obtain Firm's prior approval for Representative to engage, directly or indirectly, in any professional or business activities outside the scope of Representative's employment with Firm ("**Outside Business Activity**"), whether or not performed for any type of compensation, including, without limitation, to offer or sell any securities, insurance, tax, accounting, financial or investment product or services to any Client, Prospect, or other person without Firm's prior written approval. Firm may condition or decline to approve any Outside Business Activity for any reason in Firm's sole discretion. Firm may supervise and request on-going information about any securities related Outside Business Activity. Representative shall disclose all actual or perceived conflicts of interest affecting Firm or any Client that may arise out of any Outside Business Activity. For this purpose, Representative shall also disclose to Firm any such conflicts of interest with respect to any member of Representative's family. If approved, information about such Outside Business Activity and any related compensation may be subject to prior disclosure in Firm's Form ADV, Part 2A and Representative's Form ADV, Part 1A, Part 2B, and to any specifically affected Clients or Prospects. Representative shall promptly notify Firm of material changes affecting approved Outside Business Activities.

d. **Regulatory Reporting.** Representative shall immediately disclose, fully and completely, to the Firm in writing the details, circumstances, and related documents pertaining to (i) any actual or alleged breach of the requirements of this Agreement; (ii) any inquiry or complaint from a governmental or other regulatory agency; (iii) any written or oral complaint from or with respect to a Client; (iv) any dispute with respect to a Client; (v) any lien, garnishment, settlement or compromise with Representative's creditors, insolvency, or bankruptcy; (vi) any threatened or actual felony charge, pleading, or conviction, or any circumstance which may result in a statutory disqualification of Representative from the securities or insurance business under federal or state laws; and (vii) such other disclosures required by Form U4. Firm is authorized to file such disclosures on Form U4 with the Investment Adviser Registration Depository ("IARD") and/or with one or more agencies having jurisdiction over Firm or Representative. Representative agrees to fully cooperate in providing all related information as may be requested by Firm.

e. **Code of Ethics.** Representative shall comply with Firm's Code of Ethics, as it may be amended from time to time, including without limitation pre-approval of certain personal securities transactions and reporting requirements prescribed by Applicable Requirements, including SEC Rule 204A-1, Investment Adviser Codes of Ethics. Representative agrees to request that trade confirmations and periodic account statements reporting such transactions be sent directly to Firm by each custodian of an account holding "reportable securities" as defined and used in the Applicable Requirements.

f. **Political Contributions.** Representative shall disclose to Firm in writing all political contributions made to candidates for election to all federal and state offices. Representative agrees to comply with Firm Policies governing preclearance of future political contributions and to comply with Applicable Requirements, including SEC Rule 206(4)-5, Political Contributions by Certain Investment Advisers.

g. **Training.** Representative agrees to actively participate in internal and/or external compliance and training seminars and programs as may be reasonably directed by Firm from time to time, including regulatory continuing education requirements if and as prescribed by Applicable Requirements. Representative's tuition, travel, and lodging expenses to attend such programs shall be Representative's responsibility unless otherwise agreed by the Firm.

h. **Compliance Infractions.** In the event of Representative's material breach of compliance-related Applicable Requirements, in lieu of (or in addition to) terminating this Agreement, Firm may elect to charge, and Representative agrees to timely pay, such reasonable fines as may be prescribed by Firm Policies. Firm may apply such fines to mitigate regulatory expenses incurred with respect to such compliance infractions or may donate such funds to third-party 501(c)(3) charitable organizations.

i. [Investment Platforms](#). Representative acknowledges that the Firm makes available to investment advisers its turnkey asset management platform (“TAMP”). Representative will be permitted to utilize the TAMP on behalf of the Firm’s Clients but only in compliance with the Firm’s policies and procedures.

#### 4. [Additional Compensation Terms](#)

a. [Adjustments](#). If the Firm refunds advisory fees with respect to which compensation was already paid to Representative, then any related compensation previously received by Representative shall be promptly refunded by Representative to the Firm or, in the Firm’s discretion, it may be deducted from other compensation that is or may later become due to Representative from the Firm. The Firm may, in its discretion, deduct from Representative’s compensation any other sums which may be due and payable under the terms of this Agreement or any other agreement between the parties. Compensation to Representative may be reduced by any amounts owed by Representative to the Firm under this Agreement or otherwise. If the Firm denies any claim for compensation or claims setoff against amounts otherwise owing to Representative, then the amount in controversy will not be deemed due to Representative unless and until the obligation is finally determined by settlement or arbitration

b. [Repayment](#). Representative shall pay Firm any amounts owed upon demand. Firm shall have the right to offset and setoff for any amounts that Firm determines that Representative owes to Firm.

c. [No Tax Withholding](#). Consistent with Representative’s independent contractor status, the Firm will not withhold income taxes or FICA contributions from compensation payable to Representative under this Agreement. If Representative is not an employee of Signal USA, Representative will not be a participant in any fringe benefit program that is available to employees of the Firm unless and until a program is established for independent contractors like Representative, and Representative separately in writing is explicitly identified as participant.

d. [After Breach/Termination](#). Following the termination of this Agreement, Representative shall not be entitled to any further compensation from the Firm, regardless of whether Representative introduced or procured an account, Client, or transaction, except that Representative will be paid any compensation due under Exhibit A to the Agreement with regard to advisory services actually and fully rendered by Representative prior to the termination of the Agreement. Representative forfeits the right to any and all payments and compensation in connection with this Agreement, or being an Investment Advisor Representative (“IAR”) under Firm, after Termination of this Agreement and/or after breach of this Agreement.

5. [Advertising; Use of Names and Trademarks](#). During the term of this Agreement all advertising must be approved by the Firm. In performing services on behalf of the Firm, Representative shall not use in any communication to the public the trade name, logo, or other identifying marks of any broker-dealer, investment adviser, or person other than the Firm except as approved by the Firm. Except for Firm-provided content, Representative shall not use Firm’s name, trade names, trademarks, logos, tag lines, or other Firm-identifying marks whether or not trademarked or copy-righted (each and together, “Marks”) without Firm’s consent. Representative will not make any representations or recommendations to Clients, Prospects, or the public in any advertising, mailings, e-mails, social media, blogs, or other types of communications except as provided or approved by Firm. Representative will not use, distribute, or communicate any content about any other person’s investment or financial products or services except as provided or approved in advance by Firm.

#### 6. [Licensing and Registration](#)

a. [Forms U-4 and U-5](#). Representative has delivered to the Firm an executed Form U-4 (Uniform Application for Securities Industry Registration or Transfer) which Firm is authorized to file with the IARD. Representative shall promptly update and notify the Firm of any change in Representative’s Form U-4 in accordance with its instructions. Representative has also delivered a copy of every Form U-5 (Uniform Termination Notice for Securities Industry Registration) previously received by Representative from any other broker-dealer or investment adviser. Representative represents that the information contained in the Form U-4 delivered to the Firm is complete, accurate, and not misleading. Representative authorizes the Firm to perform additional investigation about Representative’s background, including speaking with Representative’s former employer(s) and conducting background checks. The Firm will keep this information confidential, except as disclosure may be required by law, rule, regulation, or order.

b. [Other Registrations](#). Representative represents and warrants to the Firm that except as Representative has disclosed to the Firm on Form U-4 and Firm’s pre-registration background questionnaire: (i) Representative is not presently registered or licensed as a registered representative, a broker-dealer, an investment adviser, an investment adviser representative, real estate agent or broker, insurance agent, insurance broker, insurance counselor, mortgage banker or broker, franchise broker, or any other capacity requiring licensing or registration under any federal or state laws or related regulations; and (ii) Representative has not been engaged in any activity covered by clause (i) above without such licensing or registration. Representative agrees not to engage, subsequent to the date of this Agreement, in any activities requiring such registration or licensure except as authorized by the licenses or registrations disclosed in Form U4 or as expressly authorized in writing by the Firm.

**7. Other Relationships.** Representative represents and warrants to the Firm, and agrees, that:

a. **Questionnaire Responses.** Representative has fully and accurately responded to the questions contained in all parts of Firm's pre-registration background questionnaire and annual compliance questionnaires. Representative agrees to update and notify the Firm whenever these responses are or may become inaccurate, incomplete, or misleading.

b. **Other Binding Agreements.** Representative has promptly provided Firm with a copy of each agreement between Representative and any person other than Firm that might in any manner restrict or impact upon Representative's performance under this Agreement or Representative's association with Firm in any way (e.g., a prior employer's non-solicitation agreement). A true and complete copy of each such agreement has been furnished to Firm. Representative is solely responsible for the costs of defending any legal proceedings with respect to such agreements. Representative is solely responsible for the satisfaction of any judgments or awards issued in such proceedings in favor of the other party.

c. **Violation of Other Agreements.** Representative is solely responsible for the costs of defending any legal proceedings involving Representative, including but not limited to by the other party to any agreements disclosed pursuant to Section 7(b) (or which should be disclosed). Representative is solely responsible for the satisfaction of any judgments or awards issued in such proceedings in favor of the other party.

**8. Other Activities.** During the term of this Agreement Representative shall not conduct any outside business activities during any time Representative is purportedly providing services to the Firm, or in any manner suggesting association with the Firm, without the Firm's written authorization. During the term of this Agreement, Representative may only perform financial services or sell financial products if approved by the Firm under Section 3.c, (Representative's Duties; Outside Activities) and may only perform non-financial services or sell non-financial products if Representative has notified the Firm in writing of the proposed outside business activities.

**9. E-mail; Instant Messaging; Texting; and Social Media Monitoring.** Representative acknowledges no expectation of privacy with respect to any electronic communications as described in this Section.

a. **E-Mail; Instant Messaging; Texting.** During the term of this Agreement Representative shall only use the Firm-approved electronic communications system to send and receive electronic communications and attachments pertaining to the Firm's Clients or prospects and the business activities conducted on behalf of the Firm under this Agreement. All electronic communications and attachments (regardless of content) sent or received on the Firm approved electronic communications system are deemed to be Books and Records. Firm does allow use of instant messaging, texting, or similar applications to electronically communicate with Clients, Prospects, or the public involving Representative's or Firm's Financial Services, except for through Firm-approved communication systems that automatically archive the communications as prescribed and/or proscribed by Firm Policies. All communications on the Firm approved electronic communications system are subject to monitoring and archival for compliance purposes.

b. **Social Media, Blogs, and Electronic Communications.** During the term of this Agreement Representative shall only use blogs, social media, websites, and similar methods of electronic communications as provided or approved by Firm in the manner prescribed by Firm Policies ("**Approved Communication Systems**"). All Approved Communication Systems are subject to monitoring and archiving for compliance purposes. Representative will strongly encourage Clients and Prospects to use only Approved Communication Systems. Any business-related electronic communication received by Representative other than through an Approved Communication System must be promptly copied and emailed by Representative through an Approved Communication System for capture, monitoring, and recordkeeping.

c. **Confidentiality.** The Firm shall keep confidential and shall not use or disclose, except pursuant to the Applicable Requirements or for proper purposes as determined by Firm, any of Representative's personal information obtained pursuant to this Section. For avoidance of doubt, the forgoing does not prohibit Firm from disclosing any information that Firm believes it is proper to disclose or for using such information to determine whether Representative (or any other person/entity) is in compliance with its obligations, this Agreement, or any other agreement or policies.

**10. Confidential and Proprietary Information; Ownership.**

a. **Scope.** Representative understands and agrees that Firm owns, uses, and develops valuable confidential and proprietary information including, without limitation: (i) names, accounts, profiles, and other Client-related information about persons who have engaged Firm's Financial Services; (ii) persons who have been identified by Firm and shared with Representative as Client leads and prospects ("**Prospects**"); (iii) compilations of publicly available information (e.g. lists of Client and prospect contact information); (iv) investment and financial-related advice, services, research, data analytics, techniques, strategies, methodologies, tools, models, spreadsheets, products, subscriptions, applications, forms and documents, marketing and prospecting methods, systems, business plans and strategies, and methods and processes of conducting Firm's Financial Services (each and together, "**Firm Resources**"); (v) all Books and Records, internal data, financial information, and business records related to the Firm, its staffing, and operation; and such other information, data, or documents marked or otherwise treated by Firm as "confidential" ("**Firm Information**"). Lists and compilations of information related to Clients and Prospects,

including their nonpublic personally identifiable information (“**NPII**”), Firm Resources, and Firm Information are each and together referred to as “**Confidential and Proprietary Information**” regardless of whether such information was developed by or with the assistance of Representative. The term “Confidential and Proprietary Information” does not include specific information generally available to the public other than resulting from disclosures made in violation of this Agreement or other non-disclosure agreements but does include Firm’s compilations of such public information.

b. [Ownership/License](#). Representative acknowledges and agrees that any work performed for or on behalf of the Firm pursuant to this Agreement shall be considered a “work made for hire” as that term is defined in the Copyright Law of the United States of America and that the Firm is entitled to claim authorship of such material and ownership of the copyright. To the extent not assigned to the Firm by operation of law, Representative agrees to execute appropriate assignment documentation reasonably requested by the Firm. Representative grants Firm a royalty-free, fully paid up, irrevocable, perpetual, non-exclusive, assignable, sublicensable, transferable, worldwide license to use, edit, reproduce, modify, commercialize, profit from, create derivative works from, or otherwise use in any manner (i) Representative’s name, image, voice, and likeness, and (ii) Representative’s intellectual property, information, data, testimonials, statements, feedback, or documents that Representative provided to Firm, Firm’s parent company, Firm’s affiliates, or Firm’s Clients. Representative waives any right to inspect or approve in connection with the license grant in this section.

c. [Confidentiality](#). During and after the Term of this Agreement and after termination of this Agreement, Representative shall not, directly or indirectly, use or disclose Confidential and Proprietary Information, including without limitation NPII about Clients and Prospects, except as and to the extent necessary (i) to perform this Agreement; (ii) as permitted by Firm’s then-current Privacy Notice subject to any Client-specific opt-outs; or (iii) as may be compelled by court, arbitration, regulatory, or administrative processes having jurisdiction under Applicable Requirements. Representative acknowledges that Clients’ and Prospects’ NPII is also protected by federal and state privacy laws and related rules, including Title V of the Gramm-Leach-Bliley Financial Modernization Act of 1999 and related rules, and that upon termination of this Agreement Representative’s taking or retaining such information without their consent is a violation of those Applicable Requirements.

d. [Client Relationships](#). Representative acknowledges, understands, and agrees that each Client relationship serviced by Representative is owned by Firm without regard to whether such relationships were originated and/or serviced by Representative during the Term of this Agreement, including, but not limited to, pre-existing Client relationships transferred to the Firm upon execution of this Agreement (collectively “Representative Referred Clients”). Upon termination of this Agreement, so long as Representative has complied with all of its obligations and is not in breach of this Agreement, Firm will not object to Representative continuing a relationship with Representative Referred Clients, but Representative must still request a Representative Referred Client’s consent to share Client’s NPII with a different financial or investment services firm or any other person.

## 11. [Records and Materials](#).

a. [Books and Records](#). Representative shall create and maintain all books and records prescribed by the Applicable Requirements (“**Books and Records**”). Such records shall be in the forms prescribed by the Firm. These Books and Records, in addition to all manuals and materials provided to Representative by the Firm, shall be the property of the Firm and shall also be Confidential and Proprietary Information. Representative shall provide Firm with a copy of all Books and Records.

b. [Cybersecurity and Identity Theft](#). During the term of this Agreement Representative agrees to comply with all cybersecurity measures as may be prescribed by Firm and Applicable Requirement from time to time including, without limitation, encrypting, password-protecting, using multi-factor authentication of credentialing, and installing anti-malware software on all electronic devices and systems containing Books and Records.

c. [Preservation](#). Representative agrees not to copy or remove from Representative’s designated office or the Firm’s premises any Books and Records or other Confidential and Proprietary Information, except as necessary to perform Representative’s duties on behalf of the Firm. Upon termination of this Agreement, Representative shall immediately deliver to the Firm all of the Books and Records, the Firm’s materials, and other Confidential and Proprietary Information, and all copies thereof.

d. [Access](#). Representative shall make available for the Firm’s inspection at any time all Books and Records, together with all information pertaining to the activities permitted or approved pursuant to this Agreement, or conducted under the Firm’s name, using the Firm’s systems or equipment, or with the Firm’s Clients. The Firm shall also have access to all personal computers which contain any Books and Records, and the Firm may, at its expense, arrange for a copy of the computer’s hard drive to be made solely for purposes of assuring Representative’s compliance with this Agreement and the Applicable Requirements. Upon the Firm’s request, Representative shall not delete any computer files and shall promptly deliver the computer to a third-party vendor designated by the Firm for copying. The Firm and the vendor shall keep confidential and shall not use or disclose, except pursuant to the Applicable Requirements, any of Representative’s personal information obtained from the computer.

e. [Securities Transactions](#). In order for the Firm to comply with applicable record keeping requirements, Representative shall promptly provide the Firm with true and complete copies of all personal investment transactions, including transactions for any immediate family member or persons living in the same household. Representative agrees to request that trade confirmations and periodic account statements reporting such transactions be sent directly to the Firm by each account custodian.

**12. Limited No-Solicitation Covenant.** For the protection of the Firm, the Firm's other registered personnel, and the Firm's "Covered Clients" (as defined below):

a. During and after the term of this Agreement (the "**Restricted Period**"), Representative will not, without the Firm's prior written approval, use any of the Firm's Confidential and Proprietary Information to directly or indirectly contact or communicate with any Covered Client to solicit, offer, or provide any types of products or services on behalf of any person other than the Firm.

b. As used in this Agreement, the term "**Covered Client**" means any person that has, or within 6 months prior to the execution of this Agreement had, a Client account with the Firm that was not initiated or otherwise originated by Representative.

c. To the extent that Representative solicits, offers, or provides any products or services, on behalf of any person other than the Firm, to any Client of the Firm who is not a Covered Client, Representative must do so in compliance with Regulation S-P privacy rules promulgated under Section 504 of the Gramm-Leach-Bliley Act.

**13. No Recruiting of Employees and Advisors.** During the term of this Agreement, and for 18 months after the termination of this Agreement, Representative will not directly or indirectly communicate with or induce any of the Firm's (or Firm's affiliates) representatives, investment advisor representatives, registered investment advisor Clients, contractors, financial professionals, financial advisors, or employees for the purpose of inviting them to leave, terminate, reduce, or modify any of their relationships' with the Firm. This section shall not prohibit general employment listings and hiring an employee in response to the general listing, so long as such general listing is not targeting Firm's employees and Representative did not otherwise breach this section.

**14. Notice of Subsequent Associations.** Representative agrees to notify the Firm in writing as to any subsequent employment or engagement as an employee, independent contractor, or any other business relationship with any person (the "**New Employer**") undertaken during the 6 months following termination of this Agreement (the "**New Relationship**"). The notice required under this Section shall be given to the Firm prior to entering into the New Relationship and shall state the New Employer's name, principal address, telephone number, and the date the New Relationship will commence. Representative shall also notify the New Employer of the terms of this Agreement prior to entering the New Relationship. Representative consents that the Firm may notify the New Employer of the relationship and terms described in this Agreement.

**15. Representative's Losses and Expenses.** Except as specifically provided in this Agreement, Representative shall be solely and exclusively responsible for any and all losses, liabilities, damages, costs, or expenses (including, without limitation, fees and expenses of legal counsel) sustained or incurred by Representative arising out of or resulting from any action or omission attributable in whole or, to the extent responsible, in part to the actions of Representative or any person acting under Representative's supervision or control.

**16. Indemnification.** During the term of this Agreement and thereafter, Representative shall indemnify and hold the Firm, the Firm's parent company, the Firm's affiliates, and each of their directors, officers, associated persons, employees, representatives, and agents (collectively the "**Indemnified Persons**") harmless against any and all losses, liabilities, damages, expenses, investigative costs, collection costs, or other costs (including, without limitation, attorneys' fees, arbitration fees, and other litigation expenses), incurred by any of them arising out of or in connection with any actual or alleged: (a) Violation or breach of this Agreement, the Applicable Requirements, or the Firm's Client agreements by Representative or persons under Representative's control and supervision; (b) Negligent, wrongful, improper, or other tortious conduct by Representative or persons under Representative's control and supervision; (c) Violation of the Firm's internal policies, procedures, or instructions by Representative or persons under Representative's control and supervision; (d) Income tax, withholding tax, self-employment tax, penalty, fine, interest, or government assessment with respect to compensation paid to Representative under this Agreement, or any other debt or obligation of Representative which is paid by the Firm; (e) Property damage, personal injury, or any other claim asserted by any person allegedly caused by Representative or any person under Representative's control and supervision; (f) Acts or omissions attributable, in whole or in part, to Representative or persons under Representative's control and supervision; (g) Funds or money owed by Representative or persons under Representative's control and supervision; (h) Claims brought by the Clients, or representatives of Clients, of Representative or persons under Representative's control; (i) any fines, judgments, settlements, or other expenses incurred in connection with any legal or regulatory investigation, proceeding, hearing, or finding; and (j) Employment-related claim by any employee or contractor of Representative regardless of whether the Firm approved Representative's hiring of such person. During the term of this Agreement Firm will indemnify and hold harmless Representative from any third-party claim against you that Firm's platform infringes on the third-party's patent rights, provided you promptly inform Signal of such third-party claim. The Indemnified Persons shall be entitled to this indemnification

whether or not any such action or proceeding is prosecuted to a final judgment or award or is settled, and the Indemnified Parties shall be entitled to advancement.

## 17. Binding Arbitration.

a. All claims or controversies, and any related issues, which may arise at any time between or among Firm and Representative (including any of their directors, officers, associated persons, employees, or agents) with respect to, related to, or arising out of any construction, performance, or breach of this Agreement SHALL BE RESOLVED BY BINDING ARBITRATION rather than by lawsuit in a court of law or equity, subject to Section 18.

b. Any arbitration pursuant to this Agreement shall be confidential and in accordance with, and governed by, JAMS (f/k/a Judicial Arbitration and Mediation Services) (<https://www.jamsadr.com/>) and its Comprehensive Arbitration Rules & Procedures. The location of the arbitration shall be in Wayne County, Michigan. There shall be one arbitrator unless otherwise agreed by the parties. Any arbitration shall be commenced by delivery to the other party of a written demand for arbitration setting forth in detail the claim or controversy to be arbitrated.

c. The arbitrator shall deliver a written, reasoned opinion with respect to the merits and, if applicable, the calculation of damages covered by their award, and shall be entitled to order specific performance of the obligations imposed by this Agreement. The award of the arbitrator shall be confidential, final, and binding upon the parties, and judgment upon the award rendered may be entered in any federal or state court having jurisdiction.

d. At least thirty days prior to Representative filing or pursuing arbitration against Firm, the Representative shall provide Firm with a written notice setting forth the dispute and offering to engage in non-binding mediation in Wayne County, Michigan. Any claim brought by Representative in violation of this section shall be dismissed and Firm shall be the prevailing party.

e. This Section does not prohibit Firm from seeking and obtaining relief under Section 18.

18. **Injunctive Relief; Jurisdiction.** Without limiting Section 17, Firm and Representative consent to exclusive jurisdiction in Michigan and consent to personal jurisdiction in Michigan, including for any and all claims or disputes not covered by Section 17. Notwithstanding the forgoing and notwithstanding Section 17, Representative and Firm agrees (a) that the Firm may pursue indemnification, any amounts Representatives owe to Firm, equitable relief, and injunctive relief, as well as any related claims, in any court of law; and (b) that any breach Sections 10 through 17 of these Terms would cause the Firm irreparable damage and therefore agrees that, in addition to any other remedies available, the Firm shall be entitled to an injunctive order restraining or preventing Representative's anticipated or actual breach of the terms in such Sections. Firm and Representative agree that Wayne County, Michigan and Washtenaw County, Michigan are each a convenient forum, and each waives any argument of forum non-conveniens for such forums. At least 30 days prior to Representative pursuing any claim against Firm in a court of law (in the circumstances where Representative is permitted pursue a claim in a court of law), Representative shall give Firm at least thirty days advance written notice detailing the dispute and offering to engage in non-binding mediation in Wayne County, Michigan. If Representative believes it has a claim against Firm that is not covered by Section 17 then, at least 30 days prior to pursuing or filing any such claim, Representative shall provide Firm with a written notice setting forth the dispute, explaining why the dispute is not subject to Section 17, and offering to engage in non-binding mediation in Wayne County, Michigan. Any claim brought by Representative in violation of this Section shall be dismissed and Firm shall be the prevailing party.

19. **Assignment; Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, or assigns. The rights or performance of Representative under this Agreement shall not, however, be assigned or delegated, by operation of law or otherwise, without the Firm's prior written consent. Firm may assign this Agreement. No person or entity other than the Firm, Representative, and the Indemnified Persons shall have any rights or be entitled to any benefit whatsoever under any terms or conditions of this Agreement.

20. **Termination for Cause.** In addition to the termination provisions in the agreement referencing these Terms, Firm may also terminate this agreement immediately upon notice for Cause. "Cause" means any of the following: (1) the Firm determines that Representative breached this Agreement or any other agreement between or among Firm and Representative; (2) Representative's license is suspended, revoked, or terminate; (3) the Representative declares bankruptcy; or (4) the Representative is found guilty of, or alleged to have engaged in, any criminal, fraudulent, or illegal activity.

21. **Notices.** All notices under this Agreement shall be given by either: (a) national overnight delivery service to the addresses of the parties set forth on the signature page of this Agreement; or (b) via email (i) to the Representative at the below email address or another email address used by Representative, and (ii) to Firm via email to [Legal@signaladvisors.com](mailto:Legal@signaladvisors.com), with "Legal Notice" included in the subject line. Either party may change its physical or email address by giving the other party notice of its new address, except that Representative's email address will be properly submitted to the Firm for approval and archiving prior to first use.

**22. Amendments; Headings; Order of Precedence.** Representative and the Firm acknowledge and agree that the Firm may from time to time and in Firm's sole discretion modify and amend the Terms, and any exhibits to the Terms or the agreement referencing these Terms. Modifications and amendments to this Agreement shall be effective thirty (30) days after written notice of the modification or amendment is provided to Representative and Representative's continuation of services or being an IAR under Firm pursuant to this Agreement constitutes Representative's implied consent to such modifications or amendments. Representative agrees that Firm may provide written notice of any modification to these Terms by posting updated Terms to [www.signaladvisors.com/terms](http://www.signaladvisors.com/terms), by email notice, by posting on ComplianceAlpha, and/or any other method that would allow Representative to see the modification. References to sections and appendices in this Agreement are cross-references to its other provisions and attachments. 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.

**23. Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such a waiver or consent shall be in writing and signed by a duly authorized representative of the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

**24. False Statements.** During the term of this Agreement and thereafter, Representative shall not make any false, disparaging, or misleading statements regarding Firm.

**25. Severability.** The invalidity of any provision in this Agreement shall not affect the validity of any other provision. If any one or more of the provisions contained in this Agreement shall be held to be unenforceable as written because it is excessively broad as to time, duration, geographical scope, activity, or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the fullest extent permitted by applicable law.

**26. Further Assurances.** Representative shall 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 Firm may request in order to carry out the intent and accomplish the purposes of the Agreement.

**27. Governing Law.** This Agreement is entered into in Wayne County, Michigan. This Agreement and all related duties, obligations, and rights shall be governed exclusively by the laws of the state of Michigan, without regard to conflicts of laws principles, except as and to the extent superseded by federal law.

**28. Survival.** Termination of this Agreement will not terminate the Terms and those parts that by their nature are continuing in nature.

**29. Entire Agreement.** This Agreement, including the Terms and the agreement referencing these Terms and the exhibits, Firm Policies, and Representative's representations made in any other document are hereby incorporated by reference, constitute the entire agreement and understanding of the parties with respect to its subject matters in the Agreement, and supersedes any prior agreements, promises, offers, negotiations, understandings, or representations.