

Media Engagement Terms & Conditions

Effective as of August 3, 2023

1. Incorporation; Definitions. These Media Engagement Terms & Conditions (the “Terms”) are incorporated into the agreement referencing these terms (collectively, the “Agreement”). You may also be referred to herein as the “Client”. Signal Advisors USA, Inc. may be referred to herein as “Signal Media.” For the purpose of these Terms, “Company” includes both Signal Media and Signal Advisors Insurance, LLC. Any term not defined herein has the definition as set forth in the agreement referencing these Terms. We and you agree to be bound by the Agreement, including but not limited to being bound by these Terms.

2. Media/Marketing. During the term of the Agreement you engage us to assist with and/or provide the following media and marketing offerings (collectively, the “Offerings”) to the Client while the Client is in good standing with Company:

a. Providing consultation and assistance on creating and/or placing certain media and marketing content, including, as applicable and if agreed to by Company and content approved by Client: television, internet, podcast, film, video, physical, or radio media and advertising; market research; assisting with finding and placing media; scripts; digital content; placing media buys on behalf of Client; and any other Offerings agreed to by Signal Media. It shall be in Company’s sole discretion to determine whether an offering is included in the Offerings, whether to provide any specific Offering, and to the extent the offering is included in the Offerings.

b. For avoidance of doubt, unless separately explicitly agreed in writing, the Offerings do not include the costs for media placement, travel, third-party costs, or expenses paid or advanced by Signal Media.

3. Approved Media Buys. During the term of the Agreement the Company Parties may purchase, on behalf of or for Client, advertising and media placement, including radio, TV, and internet media, for purposes of distributing media campaigns and other marketing of Client (the “Approved Media Buys”). Client shall pay or reimburse Company for all costs and expenses related to the Approved Media Buys, including the third-party costs and expenses of “insertion orders” relating to all Approved Media Buys. Client acknowledges and agrees that Company shall be entitled to accept and retain industry-standard agency commissions (not in excess of 15%) that arise from Approved Media Buys placed for Client by Company Parties. If any Approved Media Buys are booked but do not run, runs in error, or runs and is reported incorrectly, then the Company Parties shall have no liability to Client. Client acknowledges that Company Parties provide similar offerings to other persons and entities who are in the same business and industry as Client, some of whom may be in the same territory as Client, and who may be competitive with Client. Many factors determine the cost of advertising and media placement and the amounts Client is charged for media advertising may be more (or less) than what other clients of Company are charged. In the event that the Agreement is terminated then Company may, in its sole discretion, elect to repurchase the Approved Media Buys from Client at the price charged to Client, and if Company elects to do so, then Client shall immediately transfer and assign all such Approved Media Buys to Company. Client may elect to make the Company the agency of record (“AOR”) for certain Approved Media Buys or as otherwise directed by the Client. Client agrees to be responsible for all actions taken by the Company Parties in connection with being the AOR, for all liabilities incurred by the Company Parties in connection with being the AOR, and to promptly reimburse the Company Parties for all amounts in connection with being the AOR. Any AOR shall be subject to these Terms.

4. Equipment. Company may provide Client with certain equipment in connection with the Offerings or the Agreement (the “Provided Equipment”). In the event that Client, directly or indirectly, damages the equipment or fails to promptly return the equipment in the same condition it was provided then Client shall immediately pay Company the costs to replace the Provided Equipment plus an administrative and delay fee equal to 30% of the Provided Equipment cost.

5. Payments. Unless otherwise set forth in an invoice or other agreement between you and us, except as otherwise set forth in the Agreement, there is no additional charge for the Offerings. In the event we invoice you for the Offerings then, unless you reject such prior to receiving the Offerings, you agree to pay the invoice. Client shall promptly pay Company all amounts owed when set forth in an invoice, in the Agreement, or upon demand by Company, whichever is earliest. All unpaid amounts shall be subject to 6% annual compounding



interest, compounded daily (or, if lower, the maximum interest permitted by law). If Client has provided payment information to Company then Client authorizes Company to charge that payment information.

6. No Endorsement or Testimonials by Company. In performing the Offerings under and in connection with the Agreement, the Company Parties are not providing any endorsement of Client or Client's products and services. Client will not name or identify the Company Parties as employees (or anything similar) of the Client.

7. Company Content Owned by Company. "Company Content" means all content, in whatever form, whether physical or electronic, created, incorporated, or modified in connection with the Offerings, the Company, or the Agreement. As between Company and Client, Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, *sui generis* database rights and all other intellectual property rights of any sort throughout the world) in or relating to any and all Company Content (whether or not patentable), as well as all Company Content works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part. The Client hereby makes all assignments necessary to accomplish the foregoing ownership of Company Content. Client shall assist Company to further evidence, record, and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. The ownership and assignment in this Section shall be in addition to, and in no way limit, (a) Company's ownership, and (b) any other assignment by you to Company.

8. License Grant to Client. During the Term of this Agreement, Company grants Client a revocable, non-assignable, non-sublicensable, license to distribute the Company Content anywhere in the United States. For avoidance of doubt, the license granted to Client in this section automatically terminates upon termination of the Agreement. Upon termination of the license Client shall immediately return (or, if permitted by Company, delete) all Company Content, remove all Company Content from any physical or electronic source, and certify compliance with this section. If Client places any Company Content with a third-party (e.g. third party vendor, social media), then Client shall ensure that it has the right and ability to at any time retrieve and permanently delete the Company Content, and prevent any future use by the third party. In the event that Client fails to return/delete any Company Content after termination of the license then, in addition to all other remedies set forth in the Agreement and available at law, the Client shall pay Client three hundred dollars per day for each day Client is in violation of this section, which Client agrees is a fair and reasonable price for improper continued use of the Company Content (although for avoidance of doubt, such payment shall not constitute a license and does not authorize Client to continue to use the Company Content).

9. License Grant to Company. If any part of the Offerings or Company Content or information provided hereunder is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned by or licensed to Client (or any person involved in the Offerings) and not assigned hereunder, Client hereby grants Company and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, assignable, sublicensable right and license to reproduce, distribute, edit, modify, exhibit, broadcast, transmit, display, sell, rent, commercialize, profit from, lease, and otherwise exploit and use the Offerings, Company Content, and other work or information performed or provided in connection with the Agreement. The license granted in this Section shall be in addition to, and in no way limit, any other license by you to Company.

10. NIL. You irrevocably assign to Company, and grant to the Company and its subsidiaries, the right to use, edit, enhance, crop, alter, reproduce, profit from, incorporate, commercialize, sell, create derivative works from, modify, amend, copy, or otherwise use in any manner your name, image, likeness, voice, moral rights, statements, and testimonials (collectively, the "NIL"), in any and all forms and media, including but not limited to television, radio, internet, mailers, print, magazines, advertisements, email, social media, commercial, and any other written or electronic purposes, throughout the world and in perpetuity. You irrevocably waive the right to inspect or approve the use of your NIL. The grant by you in this Section shall be in addition to, and in no way limit, any other grant by you to Company.

11. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it has the fully right, power, and authority to enter into the Agreement; (b) entering into this Agreement does not violate any other contract; and (c) this is not an exclusive agreement. Client represents and warrants to Company that: (i) it has authority to provide any and all content and information that it provides to Company; (ii) if Client has any persons or entities included in the Company Content then Client has obtained any and all required rights, releases and assignments (including but not limited to name, image, and likeness) to assign

the Company Content to Company and/or license the Company Content to Company in accordance with these Terms; (iii) Client is aware of all required laws, rules, and regulations in connection with the Offerings and Company Content, and Client will inform Company if any of the Offerings or Company Content violate any laws, rules, and regulations; (iv) Client will work with its own legal and compliance counsel to ensure the appropriateness of all Offerings, Approved Media Buys, and Company Content, including any marketing or advertising activities undertaken pursuant to this Agreement; and (v) Client understands and agrees that it is only able to use the Company Content in accordance with the terms of the Agreement during the term of the Agreement, and that Client shall cease all use and possession of the Company Content after termination of the Agreement.

12. Disclosures. Client is solely responsible for ensuring that all Offerings and Company Content that Client uses complies with all applicable laws, rules, and regulations. Company, nor anyone acting on its behalf, shall be responsible for regulatory or legal compliance in connection Client's business, the Offerings, or the Approved Media Buys. Company does not represent or warrant that any materials, Company Content, Offerings, or information or content provided by Company or its representatives complies with any laws, rules, or regulations. Client acknowledges and agrees that Company has not made, and does not make, any promise, guarantee, or warranty with respect to the benefits, results, compliance, or success of any Offerings, Approved Content, Approved Media Buys, or other offerings or deliverables contemplated under the Agreement. Any actions or responsibilities to be performed by the Company may be performed by any Company Parties. The Company Parties shall have no fiduciary duties to Client under or in connection with the Agreement.

13. Limitations of Liability. The Company Parties shall not ever be liable to Client for any incidental, indirect, punitive, or consequential damages, or lost profits. The Company Parties' maximum aggregate liability to Client shall not in any circumstance exceed \$25,000, even if such limitation of liability causes a clause to fail its essential purpose.

14. No Partnership. The Agreement shall not be interpreted or construed to create an association, joint venture, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party.

15. Indemnification. Company shall indemnify and hold harmless Client for all third-party claims that the Client incurs as a direct result of Company knowingly and intentionally infringing on the intellectual property rights of a third party. The Client shall indemnify and hold harmless Company and each of their affiliates, parents, subsidiaries and each of their employees, officers, directors, shareholders, representatives, contractors, and agents (collectively, the "Company Parties") for all costs, damages, and losses (including attorneys' fees) that the Company Parties incur in connection with or as a result of the Client's actions or inactions and/or a breach of any provision of the Agreement (including the Terms).

16. Notice. All notices under the Agreement shall be in writing and shall be deemed given when personally delivered, or three 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 Company must be sent via email to Legal@SignalAdvisors.com). Alternatively, any notice to Client may be sent to the email address(es) provided by Client, and any notice to Company may be sent to Legal@SignalAdvisors.com with "Legal Notice" in the subject line that must include from Client all details regarding the notice.

17. Modifications. Client and Company agree that Company may modify these Terms, in Company's sole discretion, from time to time (each a "Modification") by providing notice to Client (including but not limited to email notice). Client irrevocably agrees to be bound by any such Modification unless, within 30 days of Company sending out the notice, Client send Company notice at Legal@SignalAdvisors.com explicitly stating that Client declines to be subject to the Modification and instead desires to be governed by the then-current Terms without the Modification.

18. Law/Jurisdiction/Venue. Any controversy, dispute, disagreement, proceeding, or claim arising out of or relating to the Agreement, or between or among the you and any Company Party (each a "Dispute"), shall be subject to exclusive jurisdiction in the State of Michigan, and any Dispute shall only be brought or 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 Company 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. For avoidance of doubt, the mediation

requirements shall not limit Company's ability to pursue litigation. Company and you agree to, consent to, and shall be subject to personal jurisdiction in Michigan. Company 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 forum. The Agreement is entered into in Wayne County, Michigan, and both you and Company conduct business in Wayne County, Michigan. In the event that Company is successful, in whole or in part, in connection with any Dispute, then Company shall be entitled to all of its costs and expenses from you, including but not limited to reasonable attorneys' fees. In the event that a 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. To the greatest extent available at law, Company and you waive any and all rights to jury trial for any Dispute where a jury trial waiver is permitted by law. You and Company 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, Company may seek injunctive relief, equitable relief, declaratory relief, indemnification, Indebtedness, specific performance, and any claims related to the foregoing, in any court. You and Company agree to strictly comply with the terms of this section.

19. Miscellaneous. The failure of a party to enforce its rights under the Agreement at any time for any period shall not be construed as a waiver of such rights. Client 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 the Company may request in order to carry out the intent and accomplish the purposes of the Agreement. The Agreement may only be assigned by the Company. In the event that any provision of the Agreement shall be determined to be illegal or unenforceable, then 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. Company has and/or is willing to negotiate the terms of the Agreement, and the Agreement shall not be interpreted against any party as the drafter, and instead shall be interpreted as jointly negotiated and drafted. The Agreement represents the entire understanding and agreement between the Parties with respect to the subject matters hereof and supersedes all prior agreements, representations, understandings, and statements between the parties with respect to the subject matters hereof. The Company Parties are third party beneficiaries to the Agreement and may enforce the Agreement.

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