

# Talent Engagement Terms & Conditions

Effective as of May 12, 2023

1. **Incorporation; Definitions.** These Talent Engagement Terms & Conditions (the “Terms”) are incorporated into agreement referencing these Terms (collectively, the “Agreement”). Any term not defined herein has the definition as set forth in the agreement incorporating these Terms. In the event that you are an entity, “you” also includes all of your employees, contractors, agents, and representatives. Company and you agree to be bound by the Agreement, including but not limited to being bound by these Terms.

2. **Mutual Confidentiality.** Each party may disclose information (the “Disclosing Party”) to the other party (the “Receiving Party”) that is by its nature confidential, including but not limited to information about the Disclosing Party’s business, software, trade secrets, opportunities, strategies, operations, customers, sales, performance, and proprietary (collectively “Confidential Information”). All right, title, and interest in and to Confidential Information is vested exclusively in the Disclosing Party and shall be delivered by the Receiving Party to the Disclosing Party upon the termination of this Agreement. For avoidance of doubt, any Confidential Information in the Company Content shall belong solely to Company. Confidential Information shall be safeguarded with a commercially reasonable degree of care, and the Receiving Party shall only use the Disclosing Party’s Confidential Information in furtherance of the Agreement. For avoidance of doubt, Company owns 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) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of you during the term of this Agreement that relate to, arise out of, and/or are in connection with the Company’s Confidential Information, and you make all assignments necessary to accomplish the foregoing. Confidential Information shall not include any information the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee of the Receiving Party) generally available to the public, or (ii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to it by a third party without restriction, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the Disclosing Party to participate in the proceeding.

3. **Company Content.** “Company Content” means all content, in whatever form, whether physical or electronic, created, incorporated, or modified in connection with the Services or the Agreement. As between Company and you, 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. You hereby make all assignments necessary to accomplish the foregoing ownership of Company Content. You shall assist Company to further evidence, record, and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned.

4. **NIL.** You irrevocably assign to Signal, and grant to the Company Entities, 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 the NIL. “Company Entities” means the Company, as well as its subsidiaries and affiliates.

5. **Protection.** As additional protection for the Company’s Confidential Information, and to receive the payment, you agree that during the period of the Services and one year thereafter, you will not, directly or indirectly: (i) encourage, divert, or solicit any employee, agent, client, customer, or consultant of any Company Entities which you worked with, interacted with, or had access to, to leave any Company Entities for any reason or to work with you or any entity connected to you; and (ii) take any action or inaction that harms, disrupts, disparages, or

interferes with the Company Entities or the Company Entities' business. You shall not at any time, directly or indirectly, make any false or misleading statements regarding the Company Parties.

6. **License Grant to Company.** If any part of the Services 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 you (or any person involved in the Services) and not assigned hereunder, you hereby grant to the Company Entities 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 Services, Company Content, and other work or information performed or provided in connection with the Agreement.

7. **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. You represent and warrant to Company that: (i) you have authority to provide any and all content and information that you provide to Company; and (ii) you have obtained any and all required rights, releases and assignments (including but not limited to name, image, and likeness) necessary to provide the assignments and/or licenses hereunder.

8. **Limitations of Liability.** The Company Parties shall not ever be liable to you for any incidental, indirect, punitive, or consequential damages, or lost profits. The Company Parties' maximum aggregate liability to you shall not in any circumstance exceed the total price payable to you for the Services under the Agreement, even if such limitation of liability causes a clause to fail its essential purpose.

9. **Force Majeure.** The Company 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 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, 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 beyond Company's actual control, including 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 the Company or property or equipment of others.

10. **No Partnership/No Employment.** Nothing in the Agreement creates the relationship of employer and employee between you and Signal, and you are an independent contractor. You are responsible for withholding and reporting any and all taxes. The Agreement shall not be interpreted or construed to create an association, employment, joint venture, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party.

11. **Indemnification.** Company shall indemnify and hold harmless you for all third-party claims that the you incur as a result of Company knowingly and intentionally infringing on the intellectual property rights of a third party. You shall indemnify and hold harmless Company, its 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 your actions or inactions and/or a breach of any provision of the Agreement (including the Terms).

12. **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](mailto:Legal@SignalAdvisors.com)). Alternatively, any notice to you may be sent to the email address(es) provided by you, and any notice to Company may be sent to [Legal@SignalAdvisors.com](mailto:Legal@SignalAdvisors.com) with "LEGAL NOTICE" in the subject line that must include from you all details regarding the notice.

13. **Modifications.** Up until the Agreement is terminated, Company may replace and/or modify these Terms, in Company's sole discretion, from time-to-time (each a "Modification"), by providing notice to you (including, but not limited to by posting the updated terms to [www.signaladvisors.com/terms](http://www.signaladvisors.com/terms) or via email). You agree and consent to receiving notice of any Modification by posting the updated terms to [www.signaladvisors.com/terms](http://www.signaladvisors.com/terms) that reflect a new effective date. Until the Agreement is terminated, you agree to check [www.signaladvisors.com/terms](http://www.signaladvisors.com/terms) at least once every 21 days to see if there have been any updated terms and conditions posted. You irrevocably agree to be bound by any Modification unless, within 30 days of the Company providing the notice (including within 30 days of Signal posting the Modifications), you send Signal notice at [Legal@SignalAdvisors.com](mailto:Legal@SignalAdvisors.com) explicitly stating that you decline to be subject to the Modification and instead desires to be governed by the then-current Terms without the Modification. If there are any exhibits attached to the agreement incorporating these terms then Company may, in its sole discretion, at any time modify the terms of the exhibit(s) upon notice to you.

14. **Law/Jurisdiction/Venue.** Any controversy, dispute, disagreement, proceeding, or claim arising out of or relating to the Agreement, or between or among the Company and you (collectively, 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. The Company and you agree that Wayne County, Michigan is a convenient forum, and waive any and all arguments that Wayne County, Michigan is an inconvenient forum. The Agreement is entered into in Wayne County, Michigan, and both Company and you conduct business in Wayne County, Michigan. If you believe there is a Dispute, as a necessary prerequisite to you filing or pursuing litigation you must provide Signal with written notice (1) detailing with specificity 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 wait until Signal provides a response, where Signal shall have 45 days to accept or reject engaging in non-binding mediation. For avoidance of doubt, the mediation requirements shall not limit Signal's ability to pursue litigation, including Signal doing so during the mediation process. In the event that the Company is successful in connection with any Dispute, or enforcing the Agreement, then the 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 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. To the greatest extent available at law, the Company and Consultant waive any and all rights to jury trial for any Dispute where a jury trial waiver is permitted at law. The Company and you also 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. Notwithstanding anything to the contrary, the Company (and only the Company) may seek injunctive relief, equitable relief, declaratory relief, specific performance, and any claims related to the foregoing, in any court of competent jurisdiction. The failure to strictly comply with the terms of this Section shall be a material breach of the Agreement.

15. **Termination/Survival.** The Agreement may be terminated for cause by the non-breaching Party if the breaching Party breaches a material provision of the Agreement upon ten days' notice, unless the breach is cured within the notice period. After the date of the Services has passed, you may terminate this Agreement upon thirty days' notice to Company. Company may terminate the Agreement at any time, with or without cause, upon notice to you. These Terms shall survive termination of the Agreement.

16. **Miscellaneous.** The failure of either party to enforce its rights under the Agreement at any time for any period shall not be construed as a waiver of such rights. You 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 either 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. In the event of a conflict between these Terms and the agreement incorporating these terms, unless that agreement explicitly

states it intends to supersede these Terms by writing “Notwithstanding the Terms” or something substantially similar, then the order of precedence shall first be these Terms and second the agreement incorporating these Terms.