

Advisor Film Terms & Conditions

Effective as of March 20, 2023

1. **Binding Agreement.** Signal Advisors USA, Inc. (“Company” or “Signal”) and you (“you” or “Client”) agree to, and are subject to, these Advisor Film Terms & Conditions (the “Terms”). These Terms, along with the invoice and/or agreement(s) referencing these Terms, collectively may be referred to as the “Agreement”. You and Signal are each a “Party” and collectively the “Parties”. In the event of any irreconcilable conflict between these Terms and the invoice and/or agreement referencing these Terms, the invoice and/or agreement referencing these Terms shall control for the irreconcilable conflict. Any term not defined herein has the definition as set forth in the Agreement.

2. **Payments.** Client shall promptly pay Company all amounts owed when set forth in an invoice 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. The Company Parties shall have a right to off-set and set-off for any and all amounts you owe.

3. **Services.** Signal shall have sole discretion to determine how to perform the Services, the timing for providing the Services, and whether the Services have been completed. Client shall fully cooperate with all Signal requests related to the Services as a prerequisite to receiving any Services.

4. **Client Owns Client Content.** As between the Parties, except as otherwise set forth herein, the Parties agree that Client owns all right, title and interest in the Client Content. “Client Content” means the content, information, documents, trademarks, and intellectual property that meets all of the following: (i) was created by Client entirely independent of Signal and/or the Services; (ii) does not relate to or arise out of Signal, and is not in connection with Signal; (iii) that Signal has no ownership of or interest in; and (iv) is not incorporated into, or used in connection with, the Services. For avoidance of doubt, this section is subject to section 9 (Company Owns Company Content), and to the extent there is any conflict between this section and section 9 then section 9 shall control.

5. **License Grant to Client.** During the Term of this Agreement, Company grants Client a revocable, non-assignable, non-sublicensable, license to distribute the Deliverables 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 Deliverables, remove all Deliverables from any physical or electronic source, and certify compliance with this section. If Client places any Deliverables 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 Deliverables, and prevent any future use by the third party. In the event that Client fails to return/delete any Deliverables after termination of the license then, in addition to all other remedies set forth in the Agreement, the Client shall pay Company five 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 Deliverables (although for avoidance of doubt, such payment shall not constitute a license and does not authorize Client to continue to use the Deliverables). All of Client's obligations in this section shall survive termination of the Agreement.

6. **No Endorsement.** The Company Parties are not providing any endorsement of Client or its products and services.

7. **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 the Agreement. 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 Client during the term of this Agreement that relate to, arise out of, and/or are in connection with the Company's Confidential Information, and the Client makes 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. The Parties agree that any information or content that the Client provides to Company in connection with the Services shall not be confidential unless the Client, in writing to Company, explicitly identifies what information or content shall be treated as confidential.

8. **Protection.** As additional protection for the Company's Confidential Information, and to receive access to the information and people that enable Company to provide the Services, and to receive the Services, Client agrees that during the period of the Agreement one year thereafter, Client will not, directly or indirectly: (i) encourage, divert, or solicit any employee, agent, client, customer, or consultant of any Company Parties which Client worked with, interacted with, or had access to, to leave any Company Parties for any reason or to work with the Client or any entity connected to Client; and (ii) take any action or inaction that harms, disrupts, or interferes with the Company Parties or the Company Parties' business. Client shall not at any time, directly or indirectly, make any false or misleading statements regarding the Company Parties.

9. **Representations and Warranties.** Company represents and warrants to Client that Company is bound by these Terms. You represent and warrant that (a) you have right, power, and authority to enter into the Agreement; (b) you have full authority to provide and assign any materials (whether electronic or physical) you provide to Company, and that all such materials may be used in connection with the Services; (c) all materials you provide comply with all applicable laws, rules, and regulations; (d) you will not breach the Agreement; (e) you have fully and properly identified the entity or person as the Party to the Agreement; and (f) that you are bound by these Terms. You acknowledge and agree that the Services are provided "as is", and that the Company Parties make no representations and warranties with respect to the Services, whether express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, or that the Services will have any results.

10. **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 Services 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 Company 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.

11. **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' total maximum aggregate liability to Client shall not exceed the lesser of (1) the amount you actually paid to the Company in connection with the Agreement, or (2) ten thousand dollars. The limitations specified in this section shall survive and apply even if any other remedy or term is found to have failed of its essential purpose.

12. **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 Client (or any person involved in the Services) and not assigned hereunder, Client hereby grants the Company Parties and their 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, Client Content, and other work or information performed or provided in connection with the Agreement.

13. **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, weather, cancellation, 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.

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 result of Company knowingly and intentionally infringing on the intellectual property rights of a third party. The Client 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: (i) the Client's actions or inactions; (2) a breach of the representations and warranties, and/or (iii) a breach of the Agreement.

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 and/or by posting the updated terms at www.signaladvisors.com/terms). During the term of the Agreement Client will at once every 30 days review www.signaladvisors.com/terms. Client irrevocably agrees to be bound by any such Modification unless, within 30 days of Company providing 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. If Client provides such notice then Company has the option to elect to terminate the Agreement immediately.

18. **Law/Jurisdiction/Venue.** Any controversy, dispute, disagreement, proceeding, or claim arising out of or relating to the Agreement, the Services, and/or between or among the Company and Client (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 Client 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. Further, the Company (and only the Company) may pursue equitable relief (and any related claims) in any court of law. 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 Client, 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 Client 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. The failure to strictly comply with the terms of this Section shall be a material breach of the Agreement.

19. **Termination.** 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 (10) days' notice, unless the breach is cured within the notice period. Either Party may terminate the Agreement at any time, with or without cause, upon thirty (30) days' notice to the other Party, but such termination shall not relieve you from all amounts you owe or agreed to pay to Company (including but not limited to as set forth in any invoice). You shall not be entitled to receive a refund under any circumstances. All parts of the Agreement that by their nature survive termination shall survive termination or expiration of the Agreement. For avoidance of doubt, in addition to the forgoing, the following sections of the Terms shall survive termination or expiration of the Agreement: 1 (Binding Agreement), 2 (Payments), 7 (Mutual Confidentiality), 8 (Protection), 8 (Representations and Warranties), 9 (Representations and Warranties), 10 (Company Content Owned by Company), 11 (limitations of Liability), 12 (License Grant to Company), 15 (Indemnification), 16 (Notice), 18 (Law/Jurisdiction/Venue), 19 (Termination), and 20 (Miscellaneous).

20. **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. 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 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.