

Consulting Terms & Conditions

Effective as of March 7, 2023

1. Incorporation; Definitions. These Consulting Terms & Conditions (the “Terms”) are incorporated into the Consulting Agreement (collectively, the “Agreement”). Any term not defined herein has the definition as set forth in the Consulting Agreement. Company and Consultant agree to be bound by the Agreement, including but not limited to being bound by these Terms.

2. No Violation of Rights or Obligations. Unless otherwise specifically agreed upon by Company in writing (and notwithstanding any other provision of the Agreement), all activity relating to Services will be performed by and only by Consultant, or by employees of Consultant who have been approved in writing in advance by Company. Consultant agrees that it will not (and will not permit others to) violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose at any time Consultant’s own or any third party’s confidential information or intellectual property in connection with the Services or otherwise for or on behalf of Company

3. Ownership; Rights; Proprietary Information; Publicity.

a. 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) 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 Consultant during the term of the Agreement that relate to the subject matter of or arise out of or in connection with the Services or any Proprietary Information (as defined below) (collectively, “Inventions”) and Consultant will promptly disclose and provide all Inventions to Company. Consultant hereby makes all assignments necessary to accomplish the foregoing ownership; provided that no assignment is made that extends beyond what would be allowed under California Labor Code Section 2870 (attached as Exhibit A) if Consultant was an employee of Company. Consultant shall assist Company, at Company’s expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Consultant hereby irrevocably designates and appoints Company as its agent and attorney-in-fact, coupled with an interest, to act for and on Consultant’s behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Consultant and all other creators or owners of the applicable Invention. Additionally, if Consultant is located in a state other than California, all Inventions are work made for hire to the extent allowed by law.

b. Consultant agrees that all Inventions, confidential information, and/or all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) developed, learned or obtained by or for or on behalf of Consultant during the period that Consultant is to be providing the Services that relate to Company Parties or the business or demonstrably anticipated business of Company Parties or in connection with the Services, or that are received by or for the Company Parties in confidence, constitute “Proprietary Information.” Consultant shall hold in confidence and not disclose or, except in performing the Services, use any Proprietary Information. However, Consultant shall not be obligated under this paragraph with respect to information Consultant can document is or becomes readily publicly available without restriction through no fault of Consultant. “Company Parties” means Company and its subsidiaries, affiliates, and parents. Upon termination or as otherwise requested by Company, Consultant will promptly provide to Company all items and copies containing or embodying Proprietary Information, except that Consultant may keep its personal copies of its compensation records and the Agreement. Consultant also recognizes and agrees that Consultant has no expectation of privacy with respect to Company’s telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that Consultant’s activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.

c. As additional protection for Proprietary Information, and to receive access to the information and people that enable Consultant to provide the Services to the Company, Consultant agrees that during

the period over which it is to be providing the Services and for one year thereafter, Consultant will not, directly or indirectly: (i) encourage, divert, or solicit any employee, agent, client, customer, or consultant of any Company Parties, which Consultant worked with, interacted with, or had access to, to leave any Company Parties for any reason or to work with the Consultant or any entities connected to Consultant; and (ii) take any action or inaction that harms, disrupts, or interferes with the Company Parties or the Company Parties' business. Without limiting the foregoing, Consultant may perform services for other persons, provided that such services do not represent a conflict of interest or a breach of Consultant's obligation under the Agreement or otherwise. Consultant shall not at any time, directly or indirectly, make any false or misleading statements about the Company, or any of its affiliates, subsidiaries, officers, directors, employees, shareholders, or agents. Consultant shall not at any time, directly or indirectly, make any statements, or take any actions, that disparage the Company, or any of its affiliates, subsidiaries, officers, directors, employees, shareholders, or agents.

d. To the extent allowed by law, Section 3.a and any license granted Company hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like. Furthermore, Consultant agrees that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, and without any further compensation, (i) Company may and is hereby authorized to (and to allow others to) use Consultant's name in connection with promotion of its business, products or services and (ii) if the Services include (or Consultant otherwise provides) any acting, singing, dancing, voice, modeling, posing or similar activity, Company also may and is hereby authorized to (and to allow others to) use, reproduce, disseminate, alter and otherwise exploit any results of such activity (including, without limitation, any manner in which such activity may be recorded or remembered or modified) or derivatives or extensions or imitations thereof in any manner Company sees fit. To the extent any of the foregoing is ineffective under applicable law, Consultant hereby provides any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible. Consultant will confirm any such ratifications and consents from time to time as requested by Company. If any other person is in any way involved in any Services, Consultant will obtain the foregoing ratifications, consents and authorizations from such person for Company's exclusive benefit.

e. If any part of the Services or Inventions 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 Consultant (or any person involved in the Services) and not assigned hereunder, Consultant hereby grants Company and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such technology and intellectual property rights in support of Company's exercise or exploitation of the Services, Inventions, other work or information performed or provided hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).

4. Warranties and Other Obligations. Consultant represents, warrants and covenants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services nor any part of the Agreement is or will be inconsistent with any obligation Consultant may have to others; (ii) all work under the Agreement shall be Consultant's original work and none of the Services or Inventions nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); (iii) Consultant has the full right to allow it to provide Company with the assignments and rights provided for herein (and has written enforceable agreements with all persons necessary to give it the rights to do the foregoing and otherwise fully perform the Agreement; (iv) if Consultant is an entity, in addition, Consultant will have each person who may be involved in any way with, or have any access to, any Services or Proprietary Information enter into (prior to any such involvement or access) a binding agreement for Company's benefit that contains provisions at least as protective as those contained herein (v) Consultant shall comply with all applicable laws and Company safety rules in the course of performing the Services; (vi) Consultant will comply with the terms of the Agreement; and (vii) if Consultant's work requires a license, Consultant has obtained that license and the license is in full force and effect.

5. Termination. If either party breaches a material provision of the Agreement, the other party may terminate the Agreement with cause upon ten (10) days' notice, unless the breach is cured within the notice period. Consultant also may terminate the Agreement at any time, with or without cause, upon thirty (30) days' notice

to Company. Company also may terminate the Agreement at any time, with or without cause, for any reason or no reason, upon three (3) days' notice to Company, but, if (and only if) such termination is without cause, Company shall upon such termination pay Consultant all unpaid, undisputed amounts due for the Services completed prior to notice of such termination. Sections 1, 3, 4, 5, 6, 7, 8, 9, and 10 these Terms, and any remedies for breach of the Agreement, shall survive any termination or expiration. Company may communicate the obligations contained in the Agreement to any other (or potential) client or employer of Consultant.

6. Relationship of the Parties; Independent Contractor; No Employee Benefits; Indemnification; Limitation of Liability. Notwithstanding any provision hereof, Consultant is an independent contractor and is not an employee, agent, partner or joint venturer of Company and shall not bind nor attempt to bind Company to any contract. Consultant shall accept any directions issued by Company pertaining to the goals to be attained and the results to be achieved by Consultant, but Consultant shall be solely responsible for the manner and hours in which the Services are performed under the Agreement. Consultant shall not be eligible to participate in any of Company's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. Company shall not provide workers' compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to Consultant. Consultant shall comply at Consultant's expense with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal Social Security law, the Fair Labor Standards Act, federal, state and local income tax laws, and all other applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent contractors. Consultant will ensure that its employees, contractors and others involved in the Services, if any, are bound in writing to the foregoing, and to all of Consultant's obligations under any provision of the Agreement, for Company's benefit and Consultant will be responsible for any noncompliance by them. Consultant shall fully and completely indemnify and hold harmless the Company, and its officers, directors, employees, owners, affiliates, and subsidiaries, from any and all claims, damages, liability, settlements, reasonable attorneys' fees and expenses, as incurred or on account of: (i) the foregoing in this Section; (ii) any breach of the Agreement by Consultant or its representatives; and/or (iii) any other action or inaction by or for or on behalf of Consultant. To the maximum extent permitted by law, Consultant agrees that: (a) the Company Parties maximum liability in aggregate to Contractor shall be the lesser of the amount Company paid to Contractor in the prior twelve months or \$50,000, and (b) the Company Parties shall not be liable for any special, incidental, indirect, or consequential damages whatsoever.

7. Assignment. The Agreement and the services contemplated hereunder are personal to Consultant and Consultant shall not have the right or ability to assign, transfer or subcontract any rights or obligations under the Agreement without the written consent of Company. Any attempt to do so shall be void. Company may fully assign and transfer the Agreement in whole or part.

8. 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 Customer may be sent to the email address(es) provided by Customer, and any notice to Company may be sent to Legal@SignalAdvisors.com with "LEGAL NOTICE" in the subject line that must include properly identify the party sending the notice and provide all details regarding the notice.

9. Miscellaneous. Any breach of Section 3 or 4 will cause irreparable harm to Company for which damages would not be an adequate remedy, and therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies. 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. No changes, additions, modifications or waivers to the Agreement will be effective unless in writing and signed by both parties. In the event that any provision of the Agreement shall be determined to be illegal or unenforceable, 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 matter hereof and supersedes all prior agreements, representations, understandings, and statements between the parties with

respect to the subject matter hereof. Consultant 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.

10. Law/Jurisdiction/Mediation. Any controversy, dispute, disagreement, proceeding, or claim arising out of or relating to the Agreement, or between or among the Company and Consultant (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. If the Consultant believes there is a Dispute, as a necessary prerequisite to the Consultant filing or pursuing litigation or any action, the Consultant must provide the Company with written notice (1) detailing with specificity the nature of the Dispute, 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 the Company provides a response, and the Company shall have 45 days to accept or reject engaging in mediation. The Company and Consultant agree to, consent to, and shall be subject to personal jurisdiction in Michigan. The Company and Consultant agree that Wayne County, Michigan is a convenient forum, and waive any and all arguments that it is an inconvenient forum. The Agreement is entered into in Wayne County, Michigan, and both Company and Consultant conduct business in Wayne County, Michigan. In the event that the Company is successful, in whole or in substantial part, in connection with any Dispute, or enforcing the Agreement, then the Company shall be entitled to all of its costs and expenses from Consultant, including but not limited to reasonable attorneys’ fees. In the event that either party files any action not in accordance with the terms of his 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 Consultant 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 may seek injunctive relief, equitable relief, declaratory relief, specific performance, and any claims related to the forgoing, 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.

NOTICE: The Agreement does not affect any immunity under 18 USC Sections 1833(b) (1) or (2), which read as follows (note that for purposes of this statute only, individuals performing work as contractors or consultants are considered to be employees):

(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

EXHIBIT A

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

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

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

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

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