

IMA Terms & Conditions
(Effective 5/25/2023)

1. **Engagement/Incorporation/Definitions.** Advisor engages Signal Advisors Wealth, LLC (“Signal”), and Signal accepts the engagement, to act as a discretionary investment manager with the respect to Client accounts on the Signal Platform. These IMA Terms & Conditions (the “Terms”) are incorporated into the agreement referencing these Terms (collectively, the “Agreement”). Any term not defined herein has the definition as set forth in the agreement incorporating these Terms. Advisor and Signal agree to be bound by the Agreement, including but not limited to being bound by these Terms.

2. **Authority.** Signal has full authority to:

(a) Open client accounts on the Signal Platform upon submission by the Advisor of the client profile containing information reasonably requested by Signal and necessary to open the client account (the “*Client Profile*”).

(b) Add or remove Account Managers from the Platform, as well as remove investment models and strategies in its sole discretion.

(c) Accept or reject any proposed Client and any proposed restrictions with respect to a Client.

(d) Manage and rebalance Client accounts on the Signal Platform automatically based on the investment objectives and parameters of the investment strategies applicable to the Client’s account and the Model Allocations and buy, sell, exchange and trade any stocks, bonds or other securities or assets, determine the amount and timing of securities to be bought or sold, and place orders directly with the Custodian, subject in each case to the limitations referenced in this Agreement (collectively, “*Investing Instructions*”).

3. **Advisor’s Investment Authority.**

(a) Signal does not review client investments or Client Profile to determine suitability or best interest. That function is contractually delegated and agreed to by Advisor.

(b) Advisor will retain the authority to select Account Managers, Model Allocations, requests for specific actions within Client’s account, parameters and restrictions applicable to specific Client accounts, and enrollment in services available to Client on the Signal Platform.

4. **Information Provided by Signal.** Signal will make available to Advisor:

(a) A current copy of Signal’s Form ADV Part 2A and Form CRS, including amendments as they may occur from time to time (“*Signal’s Brochure and Supplements*”), through the Investment Advisers Public Disclosure (“*IAPD*”) website, as well as Signal’s Privacy Policy as it may be amended from time to time on the Signal website.

(b) A copy of the Account Manager’s Form ADV Part 2A, including amendments as they may occur from time to time (“*Account Manager’s Brochure and Supplements*”), through the IAPD website.

5. **Information Provided by Advisor.**

(a) **Brochure and Supplements.** Advisor will make available to Clients:

(i) A current copy of Signal's Brochure and Supplements and Signal's Privacy Policy, as provided by Signal through the IAPD website.

(ii) A current copy of the Account Manager's Brochure and Supplements prior to submitting Investing Instructions to Signal for Client's first Signal Platform account. Upon request, Advisor will provide proof of delivery to Signal.

(b) Investment Management Agreement. Advisor ensures that Clients grant discretionary authority to Advisor and Signal in a written agreement between Advisor and its Client. Addendum A contains sample language that Advisor may include in its written agreement with Clients. Whether or not Advisor uses such language, Advisor is solely responsible to obtain the necessary authority from Clients to allow Signal to provide the services under this Agreement.

6. Duties and Obligations of Advisor.

(a) General Obligations and Authority with Respect to Clients. Advisor will:

(i) Keep Advisor's Brochure and Supplements accurate and current on the IAPD website and, if separate from Advisor's Brochure, provide Signal with a copy of Advisor's Privacy Policy and comply with all other applicable legal and regulatory obligations including, but not limited to complying with requirements of the Office of Foreign Assets Control (OFAC) to include risk-based sanctions measures into its compliance program, as mandated by the Advisers Act.

(ii) At the opening of the Client's account, obtain information from the Client regarding the Client's financial circumstances and investment objectives and provide the Client an opportunity to impose reasonable restrictions on the management of the account and submit such information in the Client Profile.

(iii) Determine that the services, model allocations, and investment options for Client's accounts which are available through the Signal Platform and initially and thereafter continuously determine that such services are suitable for Clients based on the Clients' financial circumstances and investment objectives.

(iv) Manage Client assets in accordance with the Client's individual investment management agreement and the Client's stated risk tolerance, investment objectives, and any reasonable restrictions imposed by the Client.

(v) Provide all written instructions to Signal in a manner specified by Signal for a Client's account, including, but not limited to, the Investing Instructions. At least quarterly, notify Clients in writing to contact Advisor (in a manner identified by Advisor) if there have been any changes in the Client's financial circumstances or investment objectives, or if the Client wants to impose any reasonable restrictions on the management of the account or modify existing restrictions. Advisor will promptly notify Signal of any changes or modifications.

(vi) At least annually, contact the Client (which contact can be made orally or in writing) to determine whether there have been any changes in the Client's financial situation or investment objectives, and whether the Client wishes to impose any reasonable restrictions on the management of the account or reasonably modify existing restrictions. Advisor will promptly notify Signal of any changes or modifications.

(vii) Assist Client in providing tax information, including but not limited to, tax basis information, in connection with Client's account.

(viii) Accurately and timely delivering Investing Instructions to Signal.

(ix) Avoid engaging in activities that impede or conflict with any services being provided through the Signal Platform related to Client accounts.

(x) Promptly notify Signal of any activity in the Client's account that is inconsistent with Investing Instructions or any obligations imposed on Advisor, Signal, or Client.

(xi) Avoid initiating or causing any buys, sells, transfers, or withdrawals in Client's account other than submitting properly communicated Investing Instructions to Signal.

(xii) Ensure that Client accounts are free from any restrictions, holds, or impairments, including restrictions, holds, or impairments that would prevent Custodian from successfully processing fee debit instructions and take commercially reasonable efforts to ensure that Client is the owner of the assets that Client places in an account.

(xiii) Review, analyze, and evaluate Model Allocations and communicate to Clients the associated risks and investment performance related to Model Allocations available on the Signal Platform.

(xiv) Assist Client in completing any and all paperwork necessary to establish a relationship with Signal and open accounts with Custodian, including, but not limited to: (1) executing a separate custodial agreement and selecting a fee schedule appropriate for the Client, (2) obtaining Client authorization for Custodian to deduct fees directly from the Client's account, (3) providing trading and fee debit authorizations to Signal, and (4) providing instructions for deposit of investment funds and/or the transfer of Client assets to Signal.

(xv) Obtain from Client an investment management agreement granting discretionary authority to Signal.

(xvi) Monitor Client's statements to ensure fees are deducted properly and trading activity is occurring in accordance with Investing Instructions. Advisor will promptly communicate any inaccuracies to Signal.

(xvii) Notify Signal of any inspections, examinations, audits, or other inquiries of Advisor conducted by the SEC, State Administrators, or other regulatory agency, and provide copies of any deficiency letters and Advisor's responses resulting from each inspection to Signal. Upon request by Signal, you will provide requested communications with the SEC, State Administrators, or other regulatory agency.

(xviii) Maintain appropriate security safeguards reasonably necessary to prevent unauthorized persons from accessing, using, disclosing, or otherwise committing any act that could breach or compromise the privacy, availability, cyber security, integrity, or content of Signal's Confidential Information or the Signal Platform.

(xix) Make itself available to Client on an ongoing basis to review and provide advice and account notification on the investment recommendations and activity within the Client's account and to receive investment, deposit, and withdrawal instructions from Client for transmission to Signal.

(xx) With respect to those Clients with Signal Platform accounts that are subject to the Employee Retirement Income Security Act of 1976 ("ERISA"), Advisor will prepare and timely deliver all disclosures required under Regulation 408b-2(c), Reasonable Contract or Arrangement, 29 C.F.R. Section 2550.408b-2(c), as amended, issued by the U.S. Department of Labor.

(b) Custodian and Order Processing. The initial Custodian for accounts opened through the Signal Platform will be designated in the account-related forms establishing each Client's

account. Advisor shall provide Clients with all necessary custodial documents. If Client changes Custodian, Advisor is solely responsible for notifying Signal of such change and providing to Signal all documentation related to the change of Custodian and necessary for Signal to continue to provide the services under this Agreement.

(c) Other Capacities. Advisor acknowledges that Signal serves as investment manager for other investment advisers and their clients and will continue to do so. Advisor also understands that Signal, its personnel and affiliates (“*Affiliated Persons*”) may give advice or take action in performing their duties to other investment advisers and their clients, or for their own accounts, that differ from advice given to or action taken for Advisor or Clients. Signal is not obligated to buy, sell or recommend for any Client account any security or other investment that Signal or its Affiliated Persons may buy, sell or recommend for any other client or for their own accounts. This Agreement does not limit or restrict in any way Signal or any of its Affiliated Persons from buying, selling or trading in any securities or other investments for their own accounts. Signal or its Affiliated Persons may provide services for, or solicit business from various companies, including issuers of securities that Signal may recommend or purchase or sell for Client accounts. In providing these services, Signal or its Affiliated Persons may obtain material, nonpublic or other confidential information that, if disclosed, might affect an investor’s decision to buy, sell or hold a security. Under applicable law, Signal and its Affiliated Persons cannot improperly disclose or use this information for their personal benefit or for the benefit of any person, including Clients. If Signal or any Affiliated Person obtains nonpublic or other confidential information about any issuer, Signal will have no obligation to disclose the information to Advisor or Clients or use it for any Client’s benefit.

7. Duties and Obligations of Signal.

(a) General Obligations of Signal. Signal will:

(i) Make available to Advisor a current copy of Signal’s Brochure and Supplements and Privacy Notice.

(ii) Make available to Clients a current copy of Signal’s Brochure and Supplements and Privacy Notice.

(iii) Distribute to Advisor communications related to the Signal Platform.

(iv) Implement model portfolio selections and direct Investing Instructions provided by Advisor.

(v) Promptly notify Advisor if Signal becomes aware of any trade errors on an Advisor’s Client account.

(b) Voting Obligations. Signal does not assume obligations to vote proxies on behalf of Clients or to make demands upon the issuer of any security in any Client’s account in the event there is a default in the payment of income thereon or in the payment of principle of any such security.

(d) Notices of Defaults. Signal shall have no obligation to make demand upon the issuer of any security in any Client’s account in the event of default in the payment of the income thereon, or in the payment of the principal of any such security when due, or to institute or participate in any legal proceedings relative to such default unless separate written arrangements are made between Signal and Advisor in this regard. Advisor shall notify Signal of any such default to the extent Advisor becomes aware of the default.

(e) Consultations. Upon reasonable request, Signal will make itself available to discuss with Advisor and Clients, in person or electronically, the Signal Platform to assist Advisor in presenting the Signal Platform’s services and investment options to Clients.

8. **Custody; Transaction Procedures.**

(a) Advisor will ensure that Client has appointed Custodian to take and maintain possession of all of the assets in the Client's account. Neither Signal, Advisor, nor any "affiliate" of the Advisor (as such term is defined in the rules and regulations under the Securities Act of 1933, as amended) will be the Custodian. Signal will have no liability with respect to custodial arrangements or for the acts, conduct, or omissions of the Custodian.

(b) If Advisor desires to advise and recommend securities transactions for a Client Account that are outside of a strategy available on the Signal Platform, or Advisor's Client desires to maintain a self-directed account, Advisor will establish a separate account for such Client which account will hold only the Client's assets not invested in a strategy ("*Outside Assets*"). Advisor may issue instructions to the Custodian as may be appropriate in connection with the Outside Assets. Signal will be under no duty to supervise or direct the investment of any assets that are Outside Assets. Advisor acknowledges that Signal charges an administrative fee with respect to Outside Assets as set forth in the Exhibit in the agreement referencing these Terms (the "Fee Schedule").

9. **Representation, Warranties, and Covenants of Advisor.** Advisor represents, warrants, and agrees:

(a) **Registration.** Advisor is registered as an investment adviser under the Advisers Act and has made appropriate notice filings or is exempt from such notice filings under applicable State Securities Laws; Advisor agrees to maintain its registration, notice filings, or exemptions, to the extent required by law, while this Agreement remains in effect.

(b) **No Regulatory Actions.** Neither Advisor nor any associated person is subject to a censure, limitation, suspension, or revocation of registration described in Section 203(e)(3) of the Advisers Act or a statutory disqualification as described in Section 3(39) of the Securities Exchange Act of 1934, as amended ("*Exchange Act*").

(c) **Corporate Power.** Advisor has the full power and authority to (i) enter into this Agreement, (ii) perform its obligations hereunder, (iii) grant to Signal the discretionary authority to manage the Clients' accounts, and (iv) conduct its business as required by law. The Advisor is qualified to do business in such jurisdictions as required for the transactions contemplated hereunder. The Advisor is properly, fully, and accurately identified. This Agreement has been duly executed and delivered by Advisor, and, assuming this Agreement is a valid and legally binding obligation of Signal, when duly executed by Signal, constitutes the valid and binding agreement of the Advisor, enforceable against Advisor in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

(d) **No Conflict.** The execution and performance by Advisor of this Agreement and the services contemplated will not conflict with or result in a breach of the terms or provisions of, or constitute a default under any contract, covenant, indenture, mortgage, deed of trust, instrument or other agreement to which Advisor is a party or by which it is bound, or any statute, order, law, rule or regulation applicable to it.

(e) **Prompt Notification.** Advisor's representations and warranties made herein shall be deemed continuing and if at any time any event occurs which would make, or make any of the representations and warranties not true, Advisor will promptly notify Signal in writing within five (5) business days of such event.

(f) Brochure Delivery. Advisor has delivered and agrees to provide Advisor's current Brochure and Supplements, as they may be amended from time to time, containing all of the information required by Part 2 of Form ADV and Form CRS, and meeting the requirements of SEC Rule 204-3(a) under the Advisers Act; Advisor will promptly notify and provide Signal with all amendments filed on the FINRA gateway system.

(g) Accurate Information. The information set forth in Advisor's Brochure and Supplements is true, accurate, complete, and complies in all material respects with the requirements of the Advisers Act and any other applicable rules or regulations.

(h) Adequate Resources. Advisor has the financial resources, personnel and assets adequate for the performance of its obligations under this Agreement and agrees to notify Signal promptly of any developments which would materially adversely affect its ability to perform its obligations;

(i) Valid Obligation. Advisor has executed this Agreement by its authorized officer and this Agreement constitutes a valid and binding obligation of Advisor enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, reorganization, insolvency or other laws affecting creditors' rights general or equitable principals.

(j) ERISA Status. With respect to any tax-qualified plan or account, Advisor acknowledges it is a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Internal Revenue Code of 1986, as amended. Advisor is not, however, an "investment manager" within the meaning of Section 3(38) of ERISA.

(k) Compliance. Advisor complies and shall continue to comply with all applicable federal and state securities laws, ERISA, and any other applicable rules or regulations while this Agreement remains in effect.

10. **Representations, Warranties, and Covenants of Signal**. Signal represents, warrants, and agrees:

(a) Registration. Signal is registered as an investment adviser under the Advisers Act has made appropriate notice filings or is exempt from such notice filings under applicable State Securities Laws; Advisor agrees to maintain its registration, notice filings, or exemptions while this Agreement remains in effect.

(b) No Regulatory Actions. Neither Signal nor any associated person is subject to a censure, limitation, suspension, or revocation of registration described in Section 203(e)(3) of the Advisers Act or a statutory disqualification as described in Section 3(39) of the Securities Exchange Act.

(c) Corporate Power. Signal has the full power and authority to (i) enter into this Agreement, (ii) perform its obligations hereunder, (iii) conduct its business as required by law. Signal is qualified to do business in such jurisdictions as required for the transactions contemplated hereunder. This Agreement has been duly executed and delivered by Signal, and, assuming this Agreement is a valid and legally binding obligation of Advisor, when duly executed by Advisor, constitutes the valid and binding agreement of the Signal, enforceable against Signal in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

(d) No Conflict. The execution and performance by Signal of this Agreement and the services contemplated will not conflict with or result in a breach of the terms or provisions of, or constitute a default under any contract, covenant, indenture, mortgage, deed of trust, instrument or other agreement

to which Signal is a party or by which it is bound, or any statute, order, law, rule or regulation applicable to it.

(e) **Prompt Notification.** Signal's representations and warranties made herein shall be deemed continuing and if at any time any event occurs which would make, or make any of the representations and warranties not true, Signal will promptly notify Advisor in writing within five (5) business days of such event.

(f) **Adequate Resources.** Signal has the financial resources, personnel and assets adequate for the performance of its obligations under this Agreement and agrees to notify Advisor promptly of any developments which could materially adversely affect its ability to perform its obligations.

(g) **Valid Obligations.** Signal has executed this Agreement by its authorized officer and this Agreement constitutes a valid and binding obligation of Signal enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, reorganization, insolvency or other laws affecting creditors' rights in general or equitable principals.

(h) **ERISA Status.** With respect to any tax-qualified plan or account, Signal acknowledges it is a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Internal Revenue Code of 1986, as amended.

(i) **Compliance.** Signal complies and shall continue to comply with all applicable federal and state securities laws, ERISA, and any other applicable rules or regulations while this Agreement remains in effect.

11. **Books and Records.** Any records required to be maintained and preserved pursuant to the provisions of Section 204 of the Advisers Act and SEC Rule 204-2 which are prepared or maintained by Advisor on behalf of any Client are acknowledged to be the shared property of Signal and copies of such records will be surrendered promptly by Advisor to Signal upon written request. Advisor may retain originals of all such records to satisfy its record retention requirements. All such records shall be maintained for the applicable retention period described in the rule.

12. **Marketing.** A party shall not use the trademarks, service marks, logos, names, or other proprietary designations of the other party without that party's prior approval and any such approval shall immediately cease upon termination of this Agreement.

13. **Fees and Expenses.** Advisor will pay, or cause to be paid, to Signal the fees set forth in the Fee Schedule. Signal may modify its Fee Schedule from time to time upon written notice to Advisor, which shall be effective 30 days after such notice.

Signal shall receive all billed fees from Custodian, deduct its portion of the fees, and within twenty (20) days of receipt, Signal will pay all fees owing to Advisor, subject to Advisor's obligations. Advisor shall promptly reconcile all fee calculations and billing with its own records to verify the billing is accurate. Any billing errors or concerns shall be promptly identified by Advisor to Signal.

Advisor will pay its expenses in connection with its performance of investment advisory services on behalf of Signal, excluding those fees payable to the Advisor by Signal pursuant to this Section.

14. **Additional Program Obligations and Requirements.**

(a) **Tax OPM.** If Client elects to utilize the services provided through Atria Investments LLC d/b/a Adhesion Wealth Advisor Solutions Inc. ("*Adhesion*") which seek to minimize negative tax consequences in the Client account ("*Tax OPM*") service through the Signal Platform, Advisor will

inform Client of: (i) the benefits and limitations of selecting Tax OPM services, (ii) that Client will pay an additional fee as set forth in the Fee Schedule for a period of no less than one year, (iii) that Tax OPM services are provided solely in connection with the Client account and that Adhesion does not provide general tax planning services, (iv) that Client is required to supply Adhesion with the cost basis of all existing holdings in Account in an Adhesion-supplied format, and (v) Adhesion will rely solely on the tax related information provided by Client through Advisor/Signal and that to the extent such information is inaccurate or incomplete, the tax strategy developed by Adhesion for Client may be adversely affected.

(b) The provision of complete and accurate tax related information for those Clients who elect Tax OPM is the sole responsibility of Advisor. If Advisor, on behalf of Client, elects to receive Tax OPM then in doing so, Advisor represents that it and Client have concluded that Tax OPM services are appropriate for Client's circumstances. Advisor acknowledges that if Client elects the optional tax management feature on the Signal Platform, Adhesion will rely on the tax information provided by Client through Advisor, and, to the extent such information is inaccurate or incomplete, the tax strategy developed by Adhesion for Client may be adversely affected. The provision of complete and accurate tax information for Client, if electing tax management, is the sole responsibility of Advisor and must be communicated to Adhesion by Advisor.

15. **Confidential Relationship.** All information and advice, including investment recommendations, furnished by either of the parties to the other will be treated as confidential. Strategy and Model Allocation information will be disclosed to certain third parties as necessary to provide services under this Agreement. Client information may also be disclosed as required by regulatory authorities or law enforcement officials who have jurisdiction over Signal or the Advisor. The parties agree to take reasonable and customary steps to safeguard nonpublic personal information about each Client in accordance with any other applicable rules and regulations, including the SEC's Regulation S-P and, if applicable, the Federal Trade Commission's Financial Privacy Rule and Safeguarding Rule, as each may be amended.

16. **Indemnification, Cooperation, and Defense of Claims.**

(a) **Advisor.** Advisor shall indemnify, defend and hold harmless Signal, its employees, officers, directors, representatives, agents, attorneys and insurers, and any third party providers (including, but not limited to the Account Managers, Adhesion) from and against any loss, expense (including attorneys' fees) or liability to a customer or Client or any other third party that is caused by or in any manner arises out of or results from: (i) the Advisor's, its Clients' or agents', improper use of the services; (ii) Advisor's breach of the responsibilities and warranties set forth in this Agreement; (iii) use of any of the data provided by Advisor or Advisor's Clients in accordance with the terms of this Agreement, or (iv) unauthorized use of the services by Advisor or Advisor's Clients; (v) any failure by Advisor to be properly qualified, licensed or registered under appropriate law, regulation or rule, to the extent such failure results in any claims against Advisor; (vi) the performance or nonperformance of Advisor's services to Clients or any dispute with Clients, including disputes concerning fees and investment advice, except if it relates to a breach or violation by the Companies; (vii) actions performed by Signal or any third party provider in accordance with, or reliance upon, reasonable interpretation of Investing Instructions; (viii) any breach of this Agreement; and (viii) any failure by Advisor to perform its obligations under this Agreement.

(b) **Signal.** Signal agrees to indemnify and hold harmless Advisor, its affiliates, and their respective directors, officers, employees and agents against any and all losses, liabilities, claims, damages and expenses whatsoever (including reasonable attorneys' fees) caused by any intentional violation by Signal of any federal or state securities law.

(c) **Third-Party Liability.** In no event shall either party be liable to the other for any loss, liability, or damage caused directly or indirectly by any unaffiliated third-party service provider, such as Custodian, or by war, insurrection, riot, order of civil or military authority, natural calamity or other causes beyond its control.

(d) Third-Party Information. Advisor shall have no responsibility or liability for the accuracy or completeness of custodial statements or information prepared for or provided to Clients, except as and to the extent of information specifically supplied by Advisor for such purposes.

(e) Claims Process. Any party who may become entitled to indemnification pursuant to this section (such person shall be hereinafter referred to as the “*Indemnified Party*”) resulting from the assertion of liability by a third party, shall give notice to the Indemnifying Party within thirty (30) days of the Indemnified Party’s receipt of actual legal notice of any such claim. The rights of the Indemnified Party shall not be adversely affected by its failure to give notice pursuant to the foregoing, unless and to the extent that the Indemnifying Party is materially prejudiced thereby. The Indemnified Party and Indemnifying Party shall make available to each other all information in their possession that is material to any assertion of liability by a third party.

(f) Client Complaints. The parties agree to promptly notify, fully apprise, and cooperate with the other party in discussing and, to the extent mutually agreed, resolving Client complaints and concerns. A party shall promptly notify the other of its receipt of any Client complaint concerning Advisor’s services.

(g) Regulatory Inquiries. Each party agrees to promptly notify, fully apprise, and cooperate with the other party concerning any regulatory inquiry, investigation, or proceeding involving the services described in this Agreement.

17. Limitation of Liability. Neither party shall be liable to the other for special, punitive, or consequential damages regardless of whether such damages may have been foreseeable.

18. Agreement not Assignable. This Agreement will inure to the benefit of the parties and their respective successors and assigns; provided that neither party may assign, as that term is defined in the Advisers Act, this Agreement without the written consent of the other party.

19. Termination, Survival. This Agreement may be terminated upon thirty (30) days’ prior written notice by either party. Termination shall not relieve either party of any duty or obligation arising prior to the effective date of termination. Notwithstanding termination, the following Sections shall continue in effect: Section 11 (Books and Records), Section 15 (Confidential Relationship), Section 16 (Indemnification; Cooperation and Defense of Claims), Section 17 (Limitation of Liability), Section 19 (Terminations), Section 20 (Dispute Resolution – Pre-Arbitration), Section 21 (Dispute Resolution), Section 21(c) (Governing Law), Section 21(d) (Jurisdiction/venue), and Section 22 (Miscellaneous).

(a) Client Termination. Advisor’s services for Client will be terminated upon the transfer or distribution of assets from the Signal Platform. Custodian will liquidate or distribute all of the securities positions held in the Client’s account(s), as directed by Advisor, and transfer all of the assets or distribution value to another custodian. Advisor shall be entitled to compensation with respect to the assets held in the Client’s account prorated to the date of transfer, as calculated and paid by Custodian.

(b) Automatic Termination. This Agreement will automatically terminate in the event of its “assignment” (as defined in the Advisers Act) if the assignment is made without the prior consent of the other party.

(c) Immediate Termination. A party may, by written notice, terminate this Agreement immediately upon:

(i) The termination or suspension of the other party’s registration as an investment adviser;

(ii) A material breach of this Agreement by the other party that is not cured to the terminating party's satisfaction within ten (10) business days after notice;

(iii) The institution of any regulatory enforcement proceeding against the other party by the SEC, a State Administrator, or any other governmental authority having jurisdiction; or

(iv) The institution of any bankruptcy or liquidation proceedings by or against the other party, or upon the other party's entering into any arrangement with its creditors or having a receiver or trustee appointed over its assets.

20. **Dispute Resolution – Pre-Arbitration.**

(a) **Negotiation.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (i) a statement of each party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within fifteen (15) days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time in Detroit, Michigan, or if agreed by both parties, remotely.

(b) **First Meeting.** Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above ("*First Meeting*"). Such closure shall not preclude continuing or later negotiations, if desired.

(c) **Treatment of Negotiations.** All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

(d) **Initiation of Arbitration.** The parties may not initiate arbitration prior to the First meeting. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of this Section 20.

(e) **Tolling.** All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Section 20(a) and 20(b) above are pending and for fifteen (15) calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling.

21. **Dispute Resolution.**

(a) **Arbitration.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by confidential arbitration in accordance with the JAMS International Arbitration Rules, subject to Section 21(c). The Tribunal will consist of one arbitrator. The place of arbitration shall be Detroit, Michigan. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration proceeding shall not be public, and no party shall disclose any of the evidence in the proceeding to any person other than the parties to the proceeding and their counsel, except in a proceeding to enforce the

award. The decision of the arbitrator shall be rendered within ninety (90) days from the appointment of the arbitrator. Such decision shall be final, conclusive, and binding on the parties to the arbitration and no party shall institute any suit with regard to the dispute or controversy except to enforce the award. Any award shall be in writing and shall state the reasons and contain reference to the legal grounds upon which it is based. The arbitrator shall have the power to grant injunctive or other equitable relief in addition to money damages.

(b) Process. The parties waive personal service of any process or other papers in the arbitration proceeding, and agree that service may be made in accordance with Section 21(a). Each party shall pay its pro rata share of the costs and expenses of the arbitration proceeding, and each shall separately pay its own attorneys' fees and expenses.

(c) Equitable Remedies/Relief. Notwithstanding anything else in this Agreement, Signal may pursue Advisor for equitable relief, indemnification, and/or payment in a court of law in accordance with Subsections 22 (c) & (d). In the event that Signal is relying on this Subsection 21(c), Signal shall not be required to comply with Section 20 and Subsections 21 (a) & (b).

22. Miscellaneous.

(a) Communications. Instructions relating to securities transactions may be given only in writing. Notices required to be given under this Agreement may be sent via standard mail, fax or electronic mail to the addresses given herein, or such other addresses of which the recipient advises the other party in a writing sent in accordance with this provision (or, if to the Custodian, at such address as the Custodian may advise in such manner), notice by standard mail will be deemed given when received at such addresses and electronic mail and fax transmittals will be deemed received when sent. Advisor may rely on any notice reasonably believed to be genuine and authorized.

(b) Modifications. Up until the Agreement is terminated, Signal may replace and/or modify these Terms, in Signal's sole discretion, from time-to-time (each a "Modification"), by providing notice to Advisor (including but not limited to by posting the updated terms to www.signaladvisors.com/terms or via email). Advisor agrees and consent to receiving notice of any Modification by posting the updated terms to www.signaladvisors.com/terms that reflect a new effective date. Until the Agreement is terminated, Advisor agrees to check www.signaladvisors.com/terms at least once every 21 days to see if there have been any updated terms and conditions posted. Advisor irrevocably agrees to be bound by any Modification unless, within 30 days of Signal providing the notice (including within 30 days of Signal posting the Modifications), Advisor sends Signal notice at Legal@SignalWealth.us explicitly stating that Advisor declines to be subject to the Modification and instead desires to be governed by the then-current Terms without the Modification.

(c) Order of Precedence. 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.

(d) Entire Agreement. These Terms, the agreement referencing these terms, together with their Exhibits and Addendums, which are incorporated, constitutes the entire agreement of the parties relating to the Signal Platform. Neither party may amend this Agreement except by written agreement signed by both parties. This Agreement may be executed in several counterparts, including via facsimile, each of which shall be deemed an original for all purposes, including judicial proof of the terms hereof, and all of which together shall constitute and be deemed one and the same agreement. In the event that any provision of this Agreement is declared to be invalid, such declaration shall not be deemed to affect the validity of any of the other provisions of this Agreement.

(e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, other than the laws governing conflicts of laws.

(f) Jurisdiction/venue. Signal and Advisor consent to, and submit to, exclusive jurisdiction in Michigan for any dispute arising out of or relating to this Agreement. Signal and Advisor agree that Detroit, Michigan is a convenient venue, and Signal and Advisor irrevocably waive any argument of forum non conveniens, and waive any argument that a venue other than Detroit is more convenient or better suited for a dispute. This Subsection is subject to Sections 20 (Dispute Resolution – Pre-Arbitration) and 21 (Dispute Resolution). In the event that Signal is seeking indemnification from Advisor, this Subsection does not require Signal to pursue that indemnification in Michigan.

ADDENDUM A
REQUIRED ADV AND INVESTMENT MANAGEMENT AGREEMENT LANGUAGE

The language below is intended to assist Advisor in disclosing (i) the subadvisory relationship between Advisor and Signal executed through the investment management agreement (“*IMA*”) executed between Advisor and each of its clients and (ii) topics that should be discussed in your Form ADV Part 2A. While Signal requires language disclosing (i) and (ii), Advisor will need to tailor the language placed in Advisor’s ADV Part 2A and client investment management agreements to Advisor’s particular circumstances, including your relationship with clients. In the course of tailoring the brochure language, Advisor must identify and disclose conflicts of interest that could arise based on this Agreement and how Advisor will address them.

Client Investment Management Agreement Language:

The following is language is recommended to be added to Advisor’s Client IMA, to account for operational and compliance agreements between Advisor and Signal, as well as contractual requirements between Signal and Custodians or other Platform service providers. Advisor should tailor the language to the Advisor’s IMA. Ultimately, it is up to each Advisor to determine what must be included in the Advisor’s IMA.

(a) **Additional Services.** In addition to other services performed by Advisor pursuant to this Agreement, Advisor has engaged Signal Advisors Wealth (“*Signal*”) to provide subadvisory and asset management and allocation services in connection with the turnkey asset management program offered by Signal through an overlay platform manager, currently, Adhesion. In addition to any other discretionary authority granted by Client to Advisor in this Agreement, Client further grants limited discretionary authority to Signal, with the power to further delegate such authority, to engage in the following activities or services related to accounts on the Signal Platform (“*Signal Platform Accounts*”):

- i. Select managers, asset managers, fund strategists, third-party turnkey strategists, fixed income managers, and other account management providers, as may be available from time to time (collectively, “*Account Managers*”);
- ii. Select model allocations and investment strategies or portfolio strategies within your Signal Platform Accounts, including account rebalancing;
- iii. Determine the portions within your Signal Platform Accounts that shall be managed by Account Managers;
- iv. Buy, sell, direct managers to buy or sell securities, or otherwise effect transactions in securities for your Signal Platform account without consulting you in advance, consistent with the Investing Instructions provided to Signal by Advisor.
- v. Manage your accounts in accordance with this investment management agreement, your stated risk tolerance, and your investment objectives, as well as any reasonable restrictions you may choose to impose on investments held in your Signal Platform Accounts;
- vi. Provide tax information in connection with Signal Platform Accounts;
- vii. Monitor investing activity to ensure all investing activity is consistent with your investment instructions, risk tolerance, and investment objectives;
- viii. Name Adhesion and Signal as your agents and attorneys-in-fact with respect to Signal Platform Accounts and to authorize the Custodian to debit your Signal

Platform Account for fees associated with the services provided by Adhesion and Signal on the Signal Platform.

- ix. In the event that balances in money market funds or other cash balances are insufficient to pay the Investing Services fee, Client, acknowledges and agrees that securities in the Investing Account are to be sold (the selection of which is in Adhesion's sole discretion) in order to generate sufficient cash with which to pay the "Investing Services fee."

(b) **Reasonable Restrictions.** Client is permitted to place reasonable restrictions on the management of Client's accounts, including the ability to restrict purchases or holding of certain securities or categories of securities.

(c) **Tax Overlay Portfolio Management.** Client can elect to receive Tax Overlay Portfolio Management ("*Tax OPM*") through the Signal Platform. If you elect to receive Tax OPM, you agree to and understand the following:

- i. You have made an informed decision that the Tax OPM services are appropriate for you and your circumstances.
- ii. There are benefits and limitations associated with the Tax OPM services, which have been explained to me fully by Advisor.
- iii. There are fees associated with Tax OPM that differ from fees I pay for account management and other services related to my Signal Platform account.
- iv. The Tax OPM services are only available in relation to my Signal Platform account and the Tax OPM services in no way involve tax planning services.
- v. You are responsible for providing accurate cost basis information for all existing holdings within the account in a format consistent with the Tax OPM.
- vi. You authorize all parties involved with the Tax OPM services to rely on the information you provided pursuant to subparagraph (v) of this paragraph without the need for independent verification. If the information provided is incomplete or inaccurate, the tax strategy developed for you through Tax OPM will be adversely affected and could be inaccurate.

Sample ADV Brochure Disclosure Language.

The following is language is recommended to be included in Advisor's ADV Brochure in Item 4, Advisory Business to describe the services provided by Advisor that utilize the Signal Platform or Adhesion Wealth Advisors. Ultimately, it is up to each Advisor to determine what must be disclosed and where that information is located.

ASSET MANAGEMENT PROGRAMS AND INVESTMENT OVERLAY MANAGERS

For certain client assets or accounts, Advisor utilizes a turnkey asset management program through Signal Advisors Wealth, LLC ("*Signal*" or the "*Signal Platform*"). The Signal Platform utilizes the services of Atria Investments LLC d/b/a Adhesion Wealth Advisor Solutions ("*Adhesion*"). The Signal Platform consists of model portfolio strategies comprised of individual equity securities, mutual funds, exchange-traded funds, fixed income securities, and other investments that may be made available, as well as access to third-party money managers. Clients will not have a direct contractual relationship with Signal,

Adhesion, or any other investment strategist or third-party money manager. Clients work directly with Advisor and its investment adviser representatives (“*Financial Professional*”).

Prior to investing in the Signal Platform, clients will consult with their Financial Professional and enter into an investment management agreement with Advisor (the “*IMA*”). Together, clients and their Financial Professionals determine the Signal Platform investments and services that are appropriate for them based on their personal financial circumstances. By signing the IMA, clients grant Advisor and Signal limited discretionary authority to engage in the following:

- select managers, asset managers, fund strategists, third-party turnkey strategists, fixed income managers, and other account management providers (collectively, “*Account Managers*”);
- select model allocations and investment strategies or portfolio strategies;
- manage client investment accounts on the Signal Platform pursuant to each client’s stated risk tolerance and investment objectives;
- Authorize the custodian to follow instructions provided by Advisor and Signal, effect transactions, deduct fees directly from the client account, and perform other actions necessary to service the client’s Signal Platform account.

Clients may also elect to utilize a Tax Overlay Portfolio Management (“*Tax OPM*”) service for an additional fee. If elected, Adhesion will develop a tax strategy for client’s Signal Platform account(s) based on the information and instructions provided by Advisor on behalf of the client. Neither Adhesion nor Signal provide general tax advice, prepare tax returns, or general tax-planning services. The Tax OPM seeks to reduce the overall tax burden of the accounts on the Signal Platform while aiming to maintain the risk and return characteristics of the model portfolios managed by Adhesion Account Managers. Clients utilizing Tax OPM services are required to provide accurate cost-basis information to Advisor who will relay that information to Signal. If information provided by Client is incomplete or inaccurate, the tax strategy developed through Tax OPM will be adversely affected and could be inaccurate. Additionally, if Clients elect the Tax OPM service, it is assumed that those services will be provided for an entire tax year. Terminating or removing the Tax OPM service before completing a tax year may result in adverse consequences including, but not limited to, short-term capital gains. Advisor recommends that Clients consult with their CPA, tax adviser, or tax attorney regarding whether the Tax OPM service is appropriate based on each Client’s individual circumstances.

