

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

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

4. **Payments.** Client shall promptly pay Company all amounts owed when set forth in an invoice, in the Agreement, or upon demand by Company, whichever is earliest. All unpaid amounts shall be subject to 6% annual compounding interest, compounded daily (or, if lower, the maximum interest permitted by law). If Client has provided payment information to Company then Client authorizes Company to charge that payment information. The Company Parties shall have a right to off-set and set-off for any and all amounts you owe.

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

6. **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.

7. **License Grant to Client.** During the Term of this Agreement, Company grants Client a revocable, non-assignable, non-sublicensable, license to distribute the Company Content anywhere in the United States. For avoidance of doubt, the license granted to Client in this section automatically terminates upon termination of the Agreement. Upon termination of the license Client shall immediately return (or, if permitted by Company, delete) all Company Content, remove all Company Content from any physical or electronic source, and certify compliance with this section. If Client places any Company Content with a third-party (e.g. third party vendor, social media), then Client shall ensure that it has the right and ability to at any time retrieve and permanently delete the Company Content, and prevent any future use by the third party. In the event that Client fails to return/delete any Company Content after termination of the license then, in addition to all other remedies set forth in the Agreement, 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 Company Content (although for avoidance of doubt, such payment shall not constitute a license and does not authorize Client to continue to use the Company Content). All of Client's obligations in this section shall survive termination of the Agreement.

8. **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 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 Agreement shall not be confidential unless the Client, in writing to Company, explicitly identifies what information or content shall be treated as confidential.

9. **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.

10. **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 Company and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, assignable, sublicensable right and license to reproduce, distribute, edit, modify, exhibit, broadcast, transmit, display, sell, rent, commercialize, profit from, lease, and otherwise exploit and use the Services, Company Content, and other work or information performed or provided in connection with the Agreement.

11. **Representations and Warranties.** Each Party represents and warrants to the other Party that: (a) it has the fully right, power, and authority to enter into the Agreement; (b) entering into this Agreement does not violate any other contract; (c) this is not an exclusive agreement, and (d) it is bound by these Terms. Client represents and warrants to Company that: (i) it has authority to provide any and all content and information that it provides to Company; (ii) if Client has any persons or entities included in the Company Content then Client has obtained any and all required rights, releases and assignments (including but not limited to name, image, and likeness) to assign the Company Content to Company and/or license the Company Content to Company in accordance with these Terms; (iii) Client is aware of all required laws, rules, and regulations in connection with the Services and Company Content, and Client will inform Company if any of the Services or Company Content violate any laws, rules, and regulations; (iv) Client will work with its own legal and compliance counsel to ensure the appropriateness of all Services, Approved Media Buys, and Company Content, including any marketing or advertising activities undertaken pursuant to this Agreement; and (v) Client understands and agrees that it is only able to use the Company Content in accordance with the terms of the Agreement during the term of the Agreement, and that Client shall cease all use and possession of the Company Content after termination of the Agreement. You acknowledge and agree that the services provided by the Company 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.

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

13. **Limitations of Liability.** The Company Parties shall not ever be liable to 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.

14. **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.

15. **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.

16. **Indemnification.** Company shall indemnify, 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 the Client’s actions or inactions and/or a breach of any provision of the Agreement (including the Terms).

17. **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 Client may be sent to the email address(es) provided by Client, 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 Client all details regarding the notice.

18. **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](http://www.signaladvisors.com/terms)). During the term of the Agreement Client will at once every 30 days review [www.signaladvisors.com/terms](http://www.signaladvisors.com/terms). the 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](mailto: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.

19. **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 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, and both Company and Client conduct business in Wayne County, Michigan. 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 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 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. Notwithstanding anything to the contrary, the Company (and only the Company) may seek injunctive relief, equitable relief, declaratory relief, specific performance, payment, 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.

20. **Termination.** In addition as may be set forth in the Media Engagement Agreement, 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. Company may terminate the Agreement at any time, with or without cause, upon thirty (30) days’ notice to Client if the Company determines that it is not in the Company’s best interest to continue the Agreement. Termination of the Agreement shall not relieve Client of all amounts owed to Company. All parts of the Agreement (including the Terms) 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: Section 3 (Equipment), Section 4 (Payments), Section 6 (Company Content Owned by Company), Sections 8 (Mutual Confidentiality), 9 (Protection), 10 (License Grant to Company), 11 (Representations and Warranties), 12 (Disclosures), 13 (Limitation of Liability), 16 (Indemnification), 17 (Notice), 19 (Law/Jurisdiction/Venue), 20 (Termination), and 21 (Miscellaneous).

21. **Miscellaneous.** Any breach of Section 6 (Company Content Owned by Company), Section 8 (Mutual Confidentiality), Section 9 (Protection), and Section 10 (License Grant to Company) 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. 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.