

# Offering Terms & Conditions

Effective as of November 1, 2023

**1. Incorporation; Definitions.** These Offering 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. Signal and you agree to be bound by the Agreement, including but not limited to being bound by these Terms.

**2. Authorization.** During the term of the Agreement you authorize and direct Signal, and its affiliates, employees, representatives, contractors, and third-party agents, to request, submit, obtain, receive, and collect information on your behalf to or from insurance carriers contracted with Signal (“Carrier(s)”) or otherwise regarding you, any of your clients, any relevant policyholder, or any Applicant (collectively the “Policyholder” and each a “Policyholder”), including with respect to pending applications and enforce policies, and communicate with third parties on behalf of you and/or a Policyholder, including to use your credentials. Your authorization extends after termination of the Agreement related to any policies or applications submitted through or in connection with Signal. You hereby acknowledge such access may include, and the information you provide to Signal may include, sensitive information, including financial and personal identifiable information of each Policyholder, and acknowledge that you are responsible for providing the requisite privacy notices and obtaining all necessary consents from each Policyholder. You consent to the electronic signing and submission of documents and have obtained consent from each Policyholder for electronic signing and submission of documents, and for all electronic signatures you provide, authorize, or obtain, you will ensure compliance with all applicable laws and regulations. You warrant that the creation, collection, receipt, access, use, processing, storage, disposal, and disclosure of your and/or Policyholder information is authorized and complies with Applicable Law. You authorize Signal to perform all background checks, to record and archive and review all communications with you, to disclose information about you, to send you messages in any medium (including but not limited to SMS and email), to report any delinquencies (including to Vector One), to send you to collections for any unpaid Indebtedness, and to disclose any breaches or suspected breaches of this Agreement or any other agreement involving you. You have the consent and authorization of each Policyholder to authorize Signal to collect, hold, process, and use all of Policyholder’s information in furtherance of this Agreement.

**3. Your IP.** Signal understands that you value your ownership of your intellectual property. This includes intellectual property you created before first contracting with Signal, and intellectual property that you created independent of Signal after the date of this Agreement (collectively, “Your IP”). If you independently create any intellectual property that does not relate to or arise out of the Signal Confidential Information or Signal, then in this Agreement you are not assigning that intellectual property to Signal. For example, if you created any books, trademarks, patents, and inventions before contracting with Signal, or without Signal’s Confidential Information or assistance, then you are not assigning ownership of them to Signal in this Agreement.

**4. Obligations.** During the term of the Agreement you shall: (a) complete and submit, on behalf of each applicant for a policy (each an “Applicant”), an application through the signal portal, which shall be completed by you with true and correct information, and you shall not submit any application that contains false or misleading information; (b) comply with all rules, obligations, policies, and procedures set forth by any Carrier or by Signal; (c) maintain professional errors and omissions insurance coverage that covers all activities contemplated herein and includes coverage for bad faith, with an annual aggregate and per claim limit of liability of no less than \$1 million, and a per claim deductible that does not exceed \$10,000, or additional limits of so required by a Signal Carrier; (d) report to Signal any known or suspected violation of all applicable laws, rules, and regulations (“Applicable Law”); (e) accurately and properly fill out all applications, appointments, licenses, and documents, and complete all required trainings; (f) maintain information security measures that meet or exceed industry standards and expectations; (g) obtain your own legal, compliance, tax, and professional advice; and (h) ensure all marketing materials you use comply with Applicable Law, policies, and procedures. During the term of the Agreement and after termination of the Agreement you shall: (i) provide Signal with all requested forms and documents relating to the issuance of, the renewal of, or the cancellation of any policies, placed through or in connection with Signal, and provide any other documents reasonably requested by Signal; (ii) comply with all reasonable requests by Signal; (iii) be responsible for your acts and omissions; (iv) not disparage the Signal Parties, and not make any false or misleading statements regarding the Signal Parties; (v) immediately pay any amounts owed, directly or indirectly, by you; (vi) not use Signal’s name or logo without permission; (vii) upon Signal’s request certify your compliance (or non-compliance) with each term of this Agreement and/or any other agreement among you and any Signal Party; (viii) act in a professional manner; and (ix) provide all requested documentation regarding insurance production, including proof of production. The Signal Parties shall have no fiduciary duties to you under or in connection with the Agreement. You have disclosed to Signal in writing: (A) all of your bankruptcies, client disputes, regulatory investigations, carrier investigations, and regulatory actions from the last 5 years; (B) all charges, investigations, indictments, and convictions involving fraud, dishonestly, breach of trust, theft, misappropriation of money, or a felony; and (C) if an insurance carrier has terminated your contract or appointment, or permitted you to resign, for any reason other than lack of sales. Until this Agreement is terminated you shall immediately disclose to Signal in writing (x) any of your bankruptcies, client disputes, regulatory investigations, carrier investigations, and regulatory actions, (y) all charges, investigations, indictments, and convictions involving fraud, dishonestly, breach of trust, theft, misappropriation of money, or a felony, and (z) if an insurance carrier terminates your contract or appointment, or permitted you to resign, for any reason other than lack of sales.

**5. Marketing Credits.** From time-to-time Signal may offer you marketing credits, which Firm can redeem for future marketing spend with select partners (“Marketing Credits”). Marketing Credits automatically expire after 12 months. You cannot transfer the Marketing Credits, they have no cash value, and automatically expire upon termination, notice or actions of termination, or breach of this Agreement.

**6. Confidential Information.** You may disclose to Signal information that is by its nature confidential (“Your Confidential Information”). Signal may disclose to you, or persons/entities in connection with you, information that is by its nature confidential, including but not limited to information about Signal’s business, software, trade secrets, opportunities, strategies, operations, customers, clients, sales, performance, and proprietary information, as well as information about or from Signal’s partners, carriers, relationships, and



contractors (collectively “Signal Confidential Information”) (the Signal Confidential Information and Your Confidential Information may collectively be referred to as the “Confidential Information”). All right, title, and interest in and to Signal Confidential Information is vested exclusively in Signal, and shall be delivered to Signal upon the termination of the Agreement or upon demand. Signal Confidential Information may only be used to support Signal and shall be safeguarded by you. Each party, with respect to the other party’s Confidential Information, agrees (a) to hold it in confidence and to take all reasonable precautions to protect such Confidential Information, (b) not to divulge any such Confidential Information or any information derived therefrom to any third person or party except as explicitly permitted by the disclosing party in writing, (c) not to make any use whatsoever at any time of such Confidential Information except in furtherance of the relationship among you and Signal, (d) not to copy or reverse engineer any such Confidential Information except in furtherance of the relationship among you and Signal, and (e) not to export or reexport (within the meaning of U.S. or other export control laws or regulations) any such Confidential Information or product thereof. Each party agrees that the foregoing restrictions shall not apply with respect to any Confidential Information that the other party can document, prior to the disclosure, (i) is or becomes (through no improper action or inaction by the party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in the receiving party’s possession or known by the receiving party without restriction prior to receipt, or (iii) was rightfully disclosed to the receiving party by a third party without restriction, or (iv) was independently developed by the receiving party without use of any Confidential Information. If you are an organization, then you also agree that, even within you, Confidential Information will be disseminated only to those employees, officers and directors with a clear and well-defined “need to know” for purposes of the business relationship with Signal, and only if those persons are subject to an equivalent non-disclosure obligation. Signal may disclose Your Confidential Information to the Signal Parties. Each party may make disclosures required by law or court order provided the receiving party (x) inform the other party immediately upon learning of the requested disclosure, and (y) the receiving party uses all efforts to limit disclosure and to obtain confidential treatment or a protective order.

**7. Signal IP.** Signal owns all right, title and interest in the Signal IP. You hereby make all assignments to Signal so that Signal shall own all right, title, and interest in the Signal IP; provided that no assignment is made that extends beyond what would be allowed under California Labor Code Section 2870 (attached) if you were an employee of Signal. “Signal IP” means (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) any and all works of authorship, inventions (whether or not patentable), mask works, designations, intellectual property, recommendations, feedback, creations, documents, data, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by, for, in connection with, or on behalf of you that relates to or arises out of: (i) the Signal Confidential Information; (ii) any Signal Party; or (iii) the offerings provided by any Signal Party. Except as otherwise explicitly and unambiguously set forth in writing in a different agreement and signed by an authorized officer of Signal, under no circumstance shall you have or obtain any ownership in Signal, its affiliates, subsidiaries, and parents, or any of their assets; to the extent that you could have any such ownership you hereby irrevocably assign it to Signal and irrevocably waive any and all claims to any such ownership.

**8. License.** You grant each Signal Party a royalty-free, fully paid up, irrevocable, perpetual, non-exclusive, assignable, sublicensable, transferable, worldwide license to use, edit, reproduce, modify, commercialize, market, profit from, create derivative works from, or otherwise use in any manner (i) your name, image, voice, and likeness, to the extent it was used or provided prior to termination of this Agreement, (ii) anything you disclosed to or provided to any Signal Party, including but not limited any testimonials, data, intellectual property, content, ideas, information, statements, feedback, or documents that you provided to a Signal Party. You waive any right to inspect or approve in connection with the license grant in this section.

**9. Indebtedness.** Any amounts owed by you, directly or indirectly, to any of the Signal Parties under the Agreement, another agreement, or otherwise, shall be “Indebtedness.” You shall immediately pay any and all Indebtedness upon request. Any Indebtedness that is not paid upon request shall bear compounding interest at a rate of 6.75% per year (or, if lower, the maximum interest rate permitted by law), compounded daily.

**10. Indemnification.** Signal shall indemnify and hold harmless you for all costs, damages, and losses (including attorneys’ fees) that you incur as a result of a third-party lawsuit against you that Signal’s platform infringes on the third-party’s patent rights, provided you promptly inform Signal of such third-party lawsuit. You shall indemnify and hold harmless Signal, its affiliates, subsidiaries, parents, and each of their employees, officers, directors, representatives, and shareholders (collectively the “Signal Parties” and each a “Signal Party”) for all costs, damages, and losses (including attorneys’ fees) that: (A) the Signal Parties incur in connection with or as a result of (i) your actions or inactions, (ii) a breach of any provision of the Agreement or another agreement among you and any of the Signal Parties, (iii) claims related to compensation, (iv) chargebacks, (v) collections and collection fees, and/or (vi) failing to pay any Indebtedness; and/or (B) is in connection with or a result of any claim, proceeding, or action brought by (i) any of your current or former clients, employees, financial advisors, financial professionals, agents, or contractors against any of the Signal Parties, or (ii) a carrier, Signal Carrier, government agency, or any other third party that is in any way related to you or your current or former employees, agents, and clients, or any of their actions or inactions. The Signal Parties shall also have the right to withhold and off-set any amounts that you owe. The Signal Parties are third party beneficiaries to the Agreement and may enforce the Agreement. The indemnification rights in this section includes the right to advancement so long as the party seeking advancement provides an undertaking letter that it will repay the advancement if a final and unappealable decision is issued that the party seeking advancement was not entitled to indemnification.

**11. Non-Interference.** During the term of the Agreement and one-year after termination, you shall not, directly or indirectly, interfere with, impair, or disrupt Signal’s business by soliciting, diverting, harming the relationship of, or recruiting any current or former Signal employee, contractor, advisor, financial professional, licensed professionals, financial advisor, firm, or agent you interacted with in connection with the Signal Parties (other than employing your pre-existing employees/licensed professionals). This section does not prohibit you from any general advertisements that are not targeted at the forgoing and hiring an employee in response to that general advertisement.



**12. Limitation of Liability.** The Signal Parties shall not be liable to you for any incidental, indirect, punitive, or consequential damages, or any lost profits. The Signal Parties' maximum aggregate liability to you, under any and all claims and theories, shall not exceed twenty-five thousand dollars, even if such limitation of liability causes any clause or term to fail its essential purpose.

**13. Payments.** Upon termination of this Agreement, notice of termination of this Agreement, notice or actions of intent to terminate this Agreement, or if Signal determines you breached the Agreement, you forfeit and waive any and all bonuses, marketing credits, benefits, rewards, spread, override, and other similar types of benefits that the Signal Parties offered or owe, or could potentially owe, to you.

**14. No Employment.** Nothing in the Agreement creates the relationship of employer and employee between you and Signal, and you are an independent contractor. You are responsible for any and all taxes, including any withholding.

**15. Force Majeure.** Signal 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, directly or indirectly, 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, damages, weather, electronics, cyber act, malware, 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 that Signal in its sole discretion determines is beyond its actual control, including but not limited to 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 Signal or property or equipment of others.

**16. Assignment.** Signal may assign the Agreement in whole or part, including but not limited to assigning any Indebtedness. You may not assign or transfer the Agreement without Signal's written consent.

**17. Modifications.** Signal may replace and/or modify these Terms, in Signal's sole discretion, from time-to-time (each a "Modification"), by providing notice to you by posting the updated terms to [www.signaladvisors.com/terms](http://www.signaladvisors.com/terms). You agree to be bound by any Modification unless, within thirty days of Signal posting the Modification you send Signal notice to [Legal@SignalAdvisors.com](mailto:Legal@SignalAdvisors.com) stating that you decline to be subject to the Modification and instead desire to be governed by the then-current Terms without the Modification. If there are any exhibits attached to the agreement incorporating these terms then Signal may, in its sole discretion, modify the terms of the exhibit(s) upon notice to you.

**18. Notice.** In addition to as set forth in the section titled Modifications, all notices under the Agreement shall be in writing and shall be deemed given when personally delivered, or five 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 Signal must be sent via email to [Legal@SignalAdvisors.com](mailto:Legal@SignalAdvisors.com)). Alternatively, any notice to you may be sent to the email address(es) you provided, and any notice to Signal may be sent to [Legal@SignalAdvisors.com](mailto:Legal@SignalAdvisors.com) and such notice to Signal must include "Legal Notice" in the subject line and properly identify you as the party sending the notice and provide all details regarding the notice.

**19. 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.

**20. Further Assurances.** You agree 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 Signal may request in order to carry out the intent and accomplish the purposes of the Agreement.

**21. Law/Jurisdiction/Venue/Mediation.** Any controversy, dispute, disagreement, proceeding, or claim arising out of or relating to the Agreement, or between or among the you and any Signal Party (each a "Dispute"), shall be subject to exclusive jurisdiction in the State of Michigan, and any Dispute shall only be brought and heard in the state and federal courts in Michigan. If the you believe there is a Dispute, as a prerequisite to you filing or pursuing litigation you must provide Signal with written notice (1) detailing the nature of the Dispute, including any supporting documentation, and (2) offering to engage in non-binding mediation regarding the Dispute in Wayne County, Michigan to be completed within 90 days of the letter, and Signal shall have 45 days to accept or reject engaging in the proposed non-binding mediation. Signal and you agree to, consent to, and shall be subject to exclusive personal jurisdiction in Michigan. Signal and you agree that Wayne County, Michigan and Washtenaw County, Michigan are each a convenient venue, and waive any and all arguments that either is an inconvenient venue. The Agreement is entered into in Wayne County, Michigan, and both you and Signal conduct business in Wayne County, Michigan. In the event that Signal is successful, in whole or in part, in connection with any Dispute, then Signal shall be entitled to all of its costs and expenses from you, including but not limited to reasonable attorneys' fees. In the event that either party files any action not in accordance with the terms of this Section then the action shall be dismissed. The Agreement shall be interpreted under Michigan law, without regard to conflicts of law. For avoidance of doubt, the mediation requirements shall not limit Signal's ability to pursue litigation. To the greatest extent available at law, Signal and you waive any and all rights to jury trial for any Dispute where a jury trial waiver is permitted by law. You and Signal 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 in any class. Notwithstanding anything to the contrary, Signal may seek injunctive relief, equitable relief, declaratory relief, indemnification, Indebtedness, specific performance, and any claims related to the forgoing, in any court. You and Signal agree to strictly comply with the terms of this section.

**22. Miscellaneous.** In the event that any provision of the Agreement shall be determined to be illegal, void, or unenforceable, then only 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. Signal 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. You agree to not take any actions or inactions that would allow you to, directly or indirectly, bypass or circumvent this Agreement.

23. **Survival.** These Terms shall survive termination of the Agreement.

24. **Entire Agreement.** The Agreement, including the Terms, constitutes the entire Agreement with respect to the subject matters expressly addressed herein, and supersedes any prior agreements, promises, negotiations, understandings, or representations.



## Attachment A

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

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:

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

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

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.