

Sponsorship Terms & Conditions

Effective as of March 15, 2023

1. **Binding Agreement.** Signal Advisors USA, Inc. (“Company” or “Signal”) and you (“you” or Client”) agree to, and are subject to, these Sponsorship Terms & Conditions (the “Terms”). These Terms, along with the invoice and/or agreement(s) referencing these Terms, collectively may be referred to as the “Agreement”. You and Signal are each a “Party” and collectively the “Parties”. In the event of any irreconcilable conflict between these Terms and the invoice and/or agreement referencing these Terms, the invoice and/or agreement referencing these Terms shall control for the irreconcilable conflict.

2. **Sponsors.** You have agreed to sponsor the event as set forth in the Agreement. Company agrees to allow you to sponsor the event as set forth in the invoice. Except as otherwise explicitly set forth in the invoice, the Company shall have sole discretion regarding the sponsorship.

3. **Payments.** Client shall promptly pay Company all amounts owed when set forth in an invoice or upon demand by Company, whichever is earliest. All unpaid amounts shall be subject to 6% annual compounding interest, compounded daily (or, if lower, the maximum interest permitted by law). If Client has provided payment information to Company then Client authorizes Company to charge that payment information.

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

5. **No Company Grant of Rights.** In connection with the event or sponsorship, or in connection with the Agreement, you are not being granted any license by the Company Parties, and the Company Parties shall retain ownership to all materials (whether electronic or physical) created in connection with the event, sponsorship, and/or Agreement.

6. **Mutual Confidentiality.** Each Party may disclose information (the “Disclosing Party”) to the other Party (the “Receiving Party”) that is by its nature confidential, including but not limited to information about the Disclosing Party’s business, software, trade secrets, opportunities, strategies, operations, customers, sales, performance, and proprietary (collectively “Confidential Information”). All right, title, and interest in and to Confidential Information is vested exclusively in the Disclosing Party and shall be delivered by the Receiving Party to the Disclosing Party upon the termination of the Agreement. Confidential Information shall be safeguarded with a commercially reasonable degree of care, and the Receiving Party shall only use the Disclosing Party’s Confidential Information in furtherance of the Agreement. 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. In the event that you desire any Content to be confidential, then when you provide the Company with the Content you shall inform the Company in writing explicitly identifying what Content shall be treated as confidential.

7. **License Grant.** In connection with your sponsorship and the event, you grant the Company Parties irrevocable, perpetual, non-exclusive, assignable, sublicensable, transferable, worldwide license to use, edit, enhance, crop, alter, copy reproduce, profit from, incorporate, commercialize, sell, create derivative works from, modify, amend, or otherwise use in any manner your name, trademarks, designs, logos, descriptions, marketing materials, and any and all other materials and information provided in connection with the sponsorship (collectively, the “Content”) anywhere in the world.

8. **Representations and Warranties.** You represent and warrant that (a) you have right, power, and authority to enter into the Agreement; (b) you have full authority to provide any materials (whether electronic or physical) you provide to Company, and that all such materials may be used in connection with the event

and sponsorship; (c) all materials you provide, and your sponsorship, comply with all applicable laws, rules, and regulations; and (d) you will not breach the Agreement.

9. **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' maximum aggregate liability to Client shall not in any circumstance exceed, even if such limitation of liability causes a clause to fail its essential purpose, the lesser of (1) the amount you actually paid to the Company, or (2) ten thousand dollars.

10. **Force Majeure.** The Company shall not be considered to be in default or breach of the Agreement if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of the Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labor disturbance, sabotage, weather, cancellation, failure of suppliers of materials, pandemic, endemic, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment, acts of any third party, inactions of any third party, strike, or any other cause or causes beyond Company's actual control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency or unexpected circumstance not limited to those listed above upon the property or equipment of the Company or property or equipment of others.

11. **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.

12. **Indemnification.** Company shall indemnify and hold harmless Client for all third-party claims that the Client incurs as a result of Company knowingly and intentionally infringing on the intellectual property rights of a third party. The Client shall indemnify and hold harmless Company, its affiliates, parents, subsidiaries and each of their employees, officers, directors, shareholders, representatives, contractors, and agents (collectively, the "Company Parties") for all costs, damages, and losses (including attorneys' fees) that the Company Parties incur in connection with or as a result of: (i) the Client's actions or inactions; (2) a breach of the representations and warranties, and/or (iii) a breach of the Agreement.

13. **Notice.** All notices under the Agreement shall be in writing and shall be deemed given when personally delivered, or three days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth in the Agreement (and a copy of any such notice to Company must be sent via email to Legal@SignalAdvisors.com). Alternatively, any notice to Client may be sent to the email address(es) provided by Client, and any notice to Company may be sent to Legal@SignalAdvisors.com with "LEGAL NOTICE" in the subject line that must include from Client all details regarding the notice.

14. **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). Client irrevocably agrees to be bound by any such Modification unless, within 30 days of Company sending out the notice, Client send Company notice at Legal@SignalAdvisors.com explicitly stating that Client declines to be subject to the Modification and instead desires to be governed by the then-current Terms without the Modification. If Client provides such notice then Company has the option to elect to terminate the Agreement immediately.

15. **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. 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. The failure to strictly comply with the terms of this Section shall be a material breach of the Agreement.

16. **Termination.** The Agreement may be terminated for cause by the non-breaching Party if the breaching Party breaches a material provision of the Agreement upon ten (10) days' notice, unless the breach is cured within the notice period. Either Party may terminate the Agreement at any time, with or without cause, upon thirty (30) days' notice to the other Party, but such termination shall not relieve you from all amounts you owe or agreed to pay to Company (including but not limited to as set forth in any invoice). You shall not be entitled to receive a refund under any circumstances. All parts of the Agreement that by their nature survive termination shall survive termination or expiration of the Agreement. For avoidance of doubt, in addition to the forgoing, the following sections of the Terms shall survive termination or expiration of the Agreement: 1 (Binding Agreement), 3 (Payments), 5 (No Company Grant of Rights), 6 (Mutual Confidentiality), 7 (License Grant), 8 (Representations and Warranties), 9 (Limitations of Liability), 12 (Indemnification), 13 (Notice), 15 (Law/Jurisdiction/Venue), 16 (Termination), and 17 (Miscellaneous).

17. **Miscellaneous.** The failure of either Party to enforce its rights under the Agreement at any time for any period shall not be construed as a waiver of such rights. Client shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other documents, as the Company may request in order to carry out the intent and accomplish the purposes of the Agreement. The Agreement may only be assigned by the Company. In the event that any provision of the Agreement shall be determined to be illegal or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remainder of the Agreement shall otherwise remain in full force and effect and enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. Company has and/or is willing to negotiate the terms of the Agreement, and the Agreement shall not be interpreted against either party as the drafter, and instead shall be interpreted as jointly negotiated and drafted. The Agreement represents the entire understanding and agreement between the Parties with respect to the subject matters hereof and supersedes all prior agreements, representations, understandings, and statements between the parties with respect to the subject matters hereof.