

TruePay Terms & Conditions

Effective as of April 7, 2023

1. Incorporation; Definitions. These TruePay 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. 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, sales, performance, and proprietary information, as well as information about or from Signal’s partners, carriers, relationships, and contractors (collectively “Confidential Information”). All right, title, and interest in and to Confidential Information is vested exclusively in Signal, and shall be delivered to Signal upon the termination of the Agreement or upon demand. Confidential Information may only be used to support Signal and shall be safeguarded by you. You agree (a) to hold the Confidential Information 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, (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 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. 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 agrees that the foregoing shall not apply with respect to any Confidential Information that you can document, prior to the disclosure, (i) is or becomes (through no improper action or inaction by you or any affiliate, agent, consultant or employee of you) generally available to the public, or (ii) was in your possession or known by you without restriction prior to receipt from Signal, or (iii) was rightfully disclosed to you by a third party without restriction, or (iv) was independently developed by you without use of any Confidential Information. You may make disclosures required by law or court order provided the you (x) inform Signal immediately upon you learning of the requested disclosure, (y) you use all efforts to limit disclosure and to obtain confidential treatment or a protective order, and (z) you provide Signal with all requested assistance in connection with participating in the proceeding.

3. 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 withholding and reporting any and all taxes.

4. Payments. Upon termination of the Agreement, you forfeit any and all bonuses, credits, spread, and compensation that the Signal Parties owe, or could potentially owe, to you.

5. 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 demand. Any Indebtedness that is not paid upon demand shall bear compounding interest at a rate of 6.75% per year (or, if lower, the maximum interest rate permitted by law), compounded daily.

6. Indemnification. You shall indemnify and hold harmless Signal, its affiliates, parents, and each of their employees, officers, directors, 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/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, 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.

7. Limitation of Liability. The Signal Parties shall not ever be liable to you for any incidental, indirect, punitive, or consequential damages, or any lost profits. The Signal Parties' maximum aggregate liability to you shall not exceed \$25,000, even if such limitation of liability causes any clause or term fail its essential purpose.

8. Assignment. Signal may assign the Agreement in whole or part. You may not assign or transfer the Agreement without Signal's written consent, and any attempt by you to do so shall be null and void.

9. 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 you (including but not limited to by posting the updated terms to www.signaladvisors.com/terms or via email). You agree 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, you agree to check www.signaladvisors.com/terms at least once every 21 days to see if there have been any updated terms and conditions posted. You irrevocably agree to be bound by any Modification unless, within 30 days of Signal providing the notice (including within 30 days of Signal posting the Modifications), you send Signal notice at Legal@SignalAdvisors.com explicitly stating that you decline to be subject to the Modification and instead desires 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, at any time modify the terms of the exhibit(s) upon notice to you.

10. 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). 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 with "LEGAL NOTICE" in the subject line that must include properly identify the party sending the notice and provide all details regarding the notice.

11. 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.

12. 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.

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

14. Law/Jurisdiction/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 (collectively, each a "Dispute"), shall be subject to exclusive jurisdiction in the State of Michigan, and any Dispute shall only be brought or heard in the state and federal courts in Michigan. If the you believe there is a Dispute, as a necessary prerequisite to you filing or pursuing litigation you must provide Signal with written notice (1) detailing with specificity 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 wait until Signal provides a response, where Signal shall have 45 days to accept or reject engaging in non-binding mediation. For avoidance of doubt, the mediation requirements shall not limit Signal's ability to pursue litigation, including Signal doing so during the mediation process. Signal and you agree to, consent to, and shall be subject to personal jurisdiction in Michigan. Signal and you agree that Wayne County, Michigan and Washtenaw County, Michigan are each a convenient forum, and waive any and all arguments that either is an inconvenient forum. 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, or enforcing the Agreement, 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. 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 at law. You and Signal 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, Signal may seek injunctive relief, equitable relief, declaratory relief, indemnification, specific performance, and any claims related to the forgoing, in any court. The failure to strictly comply with the terms of this Section shall be a material breach of the Agreement.

15. 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.

16. Survival. These Terms shall survive termination of the Agreement.