DEMAND SIGNALS · STANDARD DISCLOSURES

Standard Terms of Service Disclosure - Q3Y26

Demand Signals LLC · Effective July 1, 2026

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This Standard Terms of Service Disclosure (the "Disclosure") is effective as of July 1, 2026, by and between Demand Signals LLC ("DSIG"), referred to as the "Company," and the individuals/clients engaging services from DSIG, referred to as the "Client." The Company and Client may each be referred to individually as a "Party" and collectively as the "Parties." Upon execution of any referenced or prevailing documents and/or agreements, this Disclosure shall be incorporated into and be binding upon the Parties.

WHEREAS, The Company offers a wide range of professional, consulting, and executive services related to a wide range of business skills, initiatives, and opportunities. All work and services provided by the Company shall be on an independent contractor basis as defined herein.

WHEREAS, The Client desires to contract the Company to receive benefit from any combination of products, services, work products, and/or opportunities offered by the Company, either broadly conveyed in this standard Disclosure or as specifically defined in this Disclosure or other prevailing agreements.

WHEREAS, The Company shall provide and the Client shall compensate for the services provided pursuant to this Disclosure, as billed per the Standard Rates Agreement/Disclosure.

NOW, THEREFORE, in consideration of the mutual covenants and standard terms contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. GENERAL SERVICE OFFERING

Services offered and available from Demand Signals include but are not limited to the following items.

Software & App Development + Full-Stack Web Development + Web & Mobile Applications + API & Backend Systems + Database Engineering + Systems Integration Design & Brand + Web & Interface Design (UI/UX) + Brand & Visual Identity + Marketing & Asset Design + Graphic & Vector Design + 3D and Immersive Design	**AI & Automation + AI Application Development + LLM & Agentic Integration + Workflow & Process Automation + Data Pipelines & Enrichment + Content & Media Automation Cloud, Hosting & Infrastructure + Agentic & Infrastructure DevOps + Hosting, Domain & DNS Mgmt + Deployment & CI/CD Pipelines + Monitoring & Maintenance + Security & Compliance**	**Consulting & Technical Strategy + Technical & Business Consulting + Fractional CTO Services + Technology Roadmap Services + Advisory & Strategy Services + Research & Advisory Services Growth & Investment Support + Technical Due Diligence + Pre-Investment Consulting + Pitch & Presentation Review + Product & Technical Roadmaps + Migrations & Modernizations**

2. STANDARD RATES & TERMS

The amounts, durations, terms, and conditions related to the payment and commissioning of services rendered pursuant to this Disclosure shall be prescribed via either: 1) the Demand Signals Standard Rate Disclosure, 2) Scope of Service Disclosure, 3) Services Agreement, 4) Services Quote, and/or a similar agreement that makes reference to this Disclosure. In all instances, when services provided by DSIG extend beyond the Scope of Services Disclosure, DSIG shall bill and the Client shall pay for billed services per the Standard Rate Sheet.

3. CONFIDENTIAL INFORMATION

The treatment of Confidential Information shall be guided by the terms of an executed Mutual Non-Disclosure Agreement between the parties. For the purpose of this Disclosure:

(i) "Confidential Information" means information (in any form or media) regarding a Party's customers, prospective customers (including lists of customers and prospective customers), methods of operation, engineering methods and processes (including any information which may be obtained by a Party by reverse engineering, decompiling or examining any software provided by the other Party under this Disclosure), programs and databases, patents and designs, billing rates, billing procedures, vendors and suppliers, business methods, finances, management, or any other business information relating to such Party (whether constituting a trade secret or proprietary or otherwise) which has value to such Party and is treated by such Party as being confidential; provided, however, that Confidential Information does not include information that: (a) is known to the other Party prior to receipt from the Disclosing Party hereunder, (b) is independently developed without use of the Confidential Information as delivered herein, (c) is or becomes in the public domain through no breach of this Disclosure, or (d) is received from a third party without breach of any obligation of confidentiality.

(ii) "Person" shall mean and include any individual, partnership, association, corporation, trust, unincorporated organization, limited liability company or any other business entity or enterprise.

(iii) "Representative" shall mean a Party's employees, agents, or representatives, including, without limitation, financial advisors, lawyers, accountants, experts, and consultants.

In connection with this Disclosure, each Party ("Disclosing Party") may furnish to the other Party ("Receiving Party") or its Representatives certain Confidential Information. For a period of two (2) years from the date of the last Disclosure under this Disclosure, the Receiving Party (a) shall maintain as confidential all Confidential Information disclosed to it by the Disclosing Party, (b) shall not, directly or indirectly, disclose any such Confidential Information to any Person other than (i) those Representatives of the Receiving Party whose duties justify the need to know such Confidential Information and then only after each Representative has agreed to be bound by this Confidentiality Disclosure and clearly understands his or her obligation to protect the confidentiality of such Confidential Information and to restrict the use of such Confidential Information or (ii) if the Receiving Party engages a third-party vendor for the purpose of obtaining price quotations, and (c) shall treat such Confidential Information with the same degree of care as it treats its own Confidential Information (but in no case with less than a reasonable degree of care).

4. NECESSITY AND AUTHORIZATION TO DISCLOSE CONFIDENTIAL INFORMATION

In order to ensure the successful performance of duties prescribed in the prevailing agreement for which this Disclosure is attached, it may become necessary to convey certain confidential and/or proprietary information to approved or unapproved third-parties. In all instances, the third parties shall be under a binding Mutual Non-Disclosure Agreement with Demand Signals ahead of any potential sharing of Confidential Information. Further, the parties shall endeavor to utilize a Secure Data Room for the transmission, tracking, and communication of such information. The Client specifically authorizes Demand Signals to release pre-approved Confidential Information to parties that Demand Signals may deem necessary to complete the Scope of Work contracted herein.

5. NON-EXCLUSIONS

While the Disclosing Party's information, intellectual property, source code, trade secrets, and/or configurations shared under this Disclosure may be the exclusive property of the Disclosing Party and held in the strictest confidentiality by the Receiver, nothing in this Disclosure shall preclude the Receiving Party from producing any product class, product category, or specific product that may be substantially similar to the products or information conveyed by the Disclosure. In no instance shall the Receiving Party be excluded or prohibited from producing any product class, product category, or similar work product that may be similar or dissimilar to the Disclosing Party's property. There shall be no exclusions or prohibitions regarding tools, technologies, sources, and methods unless said tools or technologies are procured, co-located, and owned by the Disclosing Party.

6. INDEPENDENT CONTRACTOR STATUS

Contractor understands that Contractor is an independent contractor and that nothing contained in this Disclosure creates a partnership, joint venture, employer/employee, principal-and-agent, or any similar relationship between the parties. Contractor has no authority to, and shall not, act as agent for or on behalf of the Company or represent or bind it in any manner. Other than the compensation set forth above, Contractor shall not be entitled to any other consideration, in exchange for the Services, including any benefits afforded to Company employees.

7. RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed as granting or conferring any rights or license, express or implied, to the Receiving Party with respect to any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service, or products of the other party, and that the Disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. The Receiving Party agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product. Nothing in this Disclosure shall be construed as creating an agency or partnership relationship between the parties. Furthermore, unless and until a definitive Disclosure regarding the Authorized Purpose has been executed by the parties hereto, neither party shall be under any legal obligation or have any liability to the other party of any nature whatsoever with respect to the Authorized Purpose by virtue of this Disclosure or otherwise (other than with respect to the confidentiality and other matters set forth herein).

8. CONSULTANT REPRESENTATIONS AND WARRANTIES

Consultant hereby represents and warrants that (a) Consultant's performance of all of the terms of this Disclosure does not and will not breach any agreement to keep in confidence proprietary information acquired by Consultant in confidence or in trust prior to Consultant's period of consultancy as a consultant of the Company; (b) all ideas, designs, and inventions of Consultant in connection with the Services provided hereunder are or will be original with Consultant or in the public domain throughout the world, and shall not infringe upon or violate the right of privacy or any other right of any person; (c) Consultant is free to grant all rights granted and make all disclosures made by Consultant herein; (d) Consultant has not entered into, and Consultant agrees that Consultant will not enter into, any agreement either written or oral in conflict herewith; (e) Consultant's execution of this Disclosure, period of consultancy with the Company, and performance of the Services will not violate any other obligations Consultant may have to any third parties.

9. NO GUARANTEE

The Company and its Consultants shall make every effort to achieve successful outcomes and deliverables related to the General Service Offering and/or the Scope of Work included herein. However, the Company, its team members, and Consultants cannot guarantee any specific or non-specific performance related to this Disclosure. The Company provides no guarantees or warranties of any sort related to scope, service, or related matters that have been conveyed in any manner via writing, email, verbal communications, intimation, innuendo, verbal or written disclosures either prescribed herein or not. The Company shall not be held liable for any specific or non-specific shortcomings, under-performance, mis-expectations, and/or misalignment between Client and Company.

10. AMENDMENTS

No modification, waiver, amendment, discharge, or change of this Disclosure shall be valid unless the same is evidenced by a written instrument, executed by the parties against which such modification, waiver, amendment, discharge, or change is sought.

11. NOTICES

Any notice required by this Disclosure or given in connection with it shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, trackable prepaid postage, or recognized overnight delivery services with tracking. In all instances, notices shall be sent to the addresses indicated on the signature page.

12. SEVERABILITY

It is the desire and the intent of the parties that the terms and conditions of this Disclosure shall be enforced to the fullest extent permitted under applicable laws. Accordingly, if any term of this Disclosure is held by a court of competent jurisdiction to be invalid or unenforceable, or becomes by operation of law invalid or unenforceable, then this Disclosure shall be deemed amended to delete therefrom the portion that is adjudicated or which becomes by operation of law invalid or unenforceable, such deletion to apply only with respect to the operation of that term or condition and the remainder of this Disclosure shall remain in full force and effect. In the event that any one or more of the provisions contained in this Disclosure or any portion thereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this Disclosure shall be reformed, construed, and enforced as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. CONSTRUCTION AND ENFORCEMENT

This Disclosure shall be construed in accordance with the laws of the State of Delaware, without application of the principles of conflicts of laws. If it becomes necessary for any party to institute legal action to enforce the terms and conditions of this Disclosure, and such legal action results in a final judgment in favor of such party ("Prevailing Party"), then the party or parties against whom said final judgment is obtained shall reimburse the Prevailing Party for all direct, indirect, or incidental expenses incurred, including, but not limited to, all reasonable attorney's fees.

14. BINDING NATURE; NO THIRD-PARTY BENEFICIARY

The terms and provisions of this Disclosure shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, and are made solely and specifically for their benefit. No other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Disclosure as a third-party beneficiary or otherwise. Consultant may not assign this Disclosure or any of Consultant's obligations hereunder without the prior written consent of the Company, which may be withheld in the Company's sole discretion; provided that Consultant may employ subcontractors to support Consultant in the performance of the Services, with the Company's prior consent which may only be withheld if the use of such subcontractor by Consultant would cause the Company to be in violation of any laws, rules, or regulations applicable to it; and provided further, that the Company shall have no obligation to compensate such sub-contractors and such sub-contractors must agree in writing to be bound by Section 5 of this Disclosure.

15. NO ASSIGNMENT

Neither party may assign this Disclosure or any interest herein without the other's express prior written consent. This Disclosure inures to the benefit of the parties hereto and their successors and permitted assigns and is binding on each other and each other's successors and permitted assigns.

16. NO IMPLIED WAIVER

No waiver of any provision of this Disclosure shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Disclosure at any time shall be deemed a waiver of any other provision of this Disclosure. No delay or omission by either party in exercising any right under this Disclosure will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion shall be effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

17. NON-CIRCUMVENTION

During the entire term of this Disclosure, and plus Eighteen (18) Months beyond its expiration: (a) Both parties agree not to pursue or engage in any transaction involving the Authorized Purpose, provide information or contact directly or indirectly any party-in-interest relating to both parties' business, or pursue any introduction of any party of interest without the prior written consent of the other party; (b) Both Parties agree that all communications regarding the Authorized Purpose, requests for additional information, and discussions or questions regarding procedures will be submitted or directed to the Other Party and not directly with any other party; (c) Both Party covenants not to use the Confidential Information to the detriment of the Other Party and to use it only in connection with its evaluation of the Authorized Purpose; (d) Both Parties shall be present in the engagement of any transaction involving the Authorized Purpose with introduced parties-in-interest by the Other Party. Neither Party shall act on or benefit from information and/or opportunities conveyed.

18. NON-SOLICITATION

For the term of this Disclosure plus Eighteen (18) Months following the expiration and/or conclusion of business dealings, Both Parties shall not solicit, offer to hire, or hire any person who is currently, or was within eighteen (18) months of such solicitation, employed by or affiliated with the Disclosing Party and/or its affiliates. Notwithstanding the foregoing, the Receiving Party is not precluded from hiring any employee (i) who responds to any general solicitation not specifically targeting the Disclosing Party or such employee; or (ii) who contacts the Receiving Party independently without any coordination or solicitation by the Receiving Party.

19. NON-DISPARAGEMENT

The Parties shall not, at any time after the Effective Date, (orally, in writing, or otherwise) publicly disclose, issue press releases, make public statements, publish, or otherwise communicate to any person or entity (collectively, "Publish") any comments or statements that are disparaging, defamatory, libelous, false, negative, or construed as similarly detrimental to the reputation or stature of either Party and/or its related businesses, employees, directors, officers, members, managers, shareholders, existing or prospective customers, suppliers, products, investors, or business opportunities.

20. DISPUTE RESOLUTION

If any dispute, controversy, claim, or similar concern arises out of or related to this Disclosure, or a potential breach, termination, or validity thereof (collectively, the "Dispute"), the Parties agree to attempt to settle the Dispute in an amicable and good faith manner through an advanced Mediation process. If there is a failure to successfully Mediate then the parties shall proceed with Arbitration (collectively the "Proceedings") under ICC/JAMS. Arbitration shall be deemed unauthorized and non-binding if the Mediation process has not been attempted, documented, and exhausted prior to the filing of an Arbitration. Notwithstanding the foregoing, either Party may bring an individual claim in a small claims court or equivalent court of limited jurisdiction where the amount in controversy is within that court's jurisdictional limit; such small-claims matters are exempt from the mediation and arbitration requirements of this Section and may be filed either in New Castle County, Delaware, or in the state, province, or country where the services giving rise to the Dispute were provided.

(a) Advanced Mediation Process: If a dispute is of such a nature that neither party can arrive at a sensible resolution in the normal course of business, then a mediation process may be initiated. The parties specifically agree to participate in an advanced mediation process to attempt to arrive at an amicable and good faith resolution to any and all disputes ahead of arbitration. To initiate a mediation process, the aggrieved party shall submit a formal written request to mediate to the other Party. That formal request shall include all points of grievance, a timeline of all attempts to resolve amicably, and all relevant details of support to substantiate the potential concern(s), issue(s), and/or claim(s). Within thirty (30) business days of a written request to mediate by either Party to the other, the Parties shall agree to a date & time to meet in person or via teleconference, with attendance including the person(s) most knowledgeable to the issue(s) in addition to one or more officers of the Parties attending who have decision-making authority regarding the Dispute, who are fully informed about the Dispute and have the authority to enact a formal resolution to the Dispute. If the initial mediation meeting is not completely successful, an updated grievance/complaint shall be compiled and submitted to the other party within 15 days of that first mediation meeting/session. During that 15-day period, the aggrieved party shall research, select, and propose three (3) potential mediators and include them in the updated grievance/complaint for the other party's review and sole selection. The receiving party shall have 15 days to review the updated grievance and select the mediator. Once selected, the party bringing the claim shall convey a retainer in the amount of $10,000 to the mediator selected by the other party. Upon selection, retainment, and engagement of the mediator, the mediator shall coordinate, dictate, and compel the mediation process. The parties shall meet within thirty (30) days of the selection and retainment of the mediator. The Parties may agree in writing to a longer period of mediation as dictated by, supported by, and managed by the selected mediator. If successful, the Mediator shall submit the agreed upon resolution to the Parties which shall be signed and binding upon the Parties.**

(b) Arbitration: Any Dispute that cannot be resolved through advanced mediation shall be submitted to final and binding arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration process shall be administered by the ICC and/or JAMS as agreed by the parties in the Mediation proceedings. The place and seat of arbitration shall be New Castle County, Delaware, unless the Parties mutually agree in writing to an alternate seat.

(c) Number of Arbitrators: The Dispute shall be decided by a single arbitrator if the Dispute involves an amount less than two million five hundred thousand dollars ($2,500,000). If the Dispute involves an amount equal to or greater than two million five hundred thousand dollars ($2,500,000), the Dispute shall be decided by a panel of three (3) arbitrators.

(d) Arbitration Fees: For any and all Arbitration proceedings, the party bringing the claim shall place a prepaid retainer with ICC/JAMS to initiate the arbitration process, in an amount equal to five percent (5%) of the amount in controversy, subject to a minimum of five thousand dollars ($5,000) and a maximum of one hundred fifty thousand dollars ($150,000). The retainer scales with the amount in dispute so as to remain proportionate and to deter frivolous or vexatious claims while preserving a meaningful and accessible forum for legitimate disputes; it is not intended and shall not operate to bar any bona fide claim. Disputes within the jurisdictional limit of a small claims or limited-jurisdiction court are not subject to this retainer and may proceed as set forth above. Each party shall assume the expense(s) associated with their own legal representation during the proceedings.

(e) Prevailing Party Provision: Upon final ruling of the Arbitrator, it is agreed that the prevailing party shall be entitled to any and all fees associated with arbitration and representation. This shall be in addition to any amounts, specific performance, and/or damages determined by the Arbiter(s) in their final ruling and judgment.

(f) Final & Binding: The decision of the arbitrator(s) shall be final and binding on the Parties. The judgment and award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and expenses and an equal share of the administrative and other fees of arbitration. No further protest, appeal, or claims may be filed or pursued in relation to this or parallel matters.

(g) Confidentiality: All proceedings and decisions of the mediator and/or the arbitrator(s) shall be deemed as confidential as the information protected under this Disclosure. Neither party shall disclose any details of such proceedings except as necessary to enforce any decision or award. Any and all awards shall be entered as Simple Awards with no indication of scope, fault or reasoning of award. Only financial awards, obligations and terms shall be entered within the Jurisdiction of Record.

(h) Continuation of Obligations: Notwithstanding the existence of a Dispute, the Parties shall continue to perform their respective obligations under this Disclosure.

(i) Waiver of Jury Trial: Each Party acknowledges and agrees that any controversy that may arise under this Disclosure, including disputes relating to the interpretation, breach, termination, validity, or enforceability thereof, would be likely to involve complex issues. Therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Disclosure.

21. GOVERNING LAW AND EQUITABLE RELIEF

This Disclosure shall be governed and construed in accordance with the laws of the State of Delaware. The Receiving Party agrees that should it breach or threaten to breach any provision of this Disclosure, the Disclosing Party will suffer irreparable damages and its remedy at law will be inadequate. Therefore, if the Receiving Party threatens or actually breaches this Disclosure, the Disclosing Party shall be entitled, in addition to all other remedies available to it at law, to equitable relief, including specific performance and injunctive relief, to enforce any provision hereof and to restrain the Receiving Party from using or disclosing, in whole or in part, directly or indirectly.

22. HEADINGS

Headings used in this Disclosure are provided for convenience only and shall not be used to construe meaning or intent.

23. DISCLOSURE COUNTERPARTS

This Disclosure may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile copies hereof and facsimile copies hereon shall have the same force and effect as the originals.

24. VOLUNTARY DISCLOSURE

Each Party represents that he/she/it has read carefully and understands fully each provision of this Disclosure and that this Disclosure has been the subject of negotiation between the Parties and is entered into voluntarily, without any duress or undue influence on the part of or on behalf of any Party entering into this Disclosure.

25. AUTHORITY

Each person signing this Disclosure on behalf of a Party represents and expressly warrants to the other Parties that he/she/it has all the requisite power and authority to execute and deliver this Disclosure for such Party, and that this Disclosure, when so executed and delivered, will be a binding obligation of, and enforceable against, such Parties in accordance with its terms.

26. BINDING UPON AGREEMENTS

It is specifically acknowledged and agreed that the Client's signature and specific acknowledgment on any other agreement (the "Prevailing Agreement") on which this document is referenced and/or linked is considered a de facto signing of and agreement to all of the terms and conditions included within this Disclosure. A signing of that prevailing document shall have the same effect as signing this agreement and shall be binding upon the Parties.

27. IMPLIED AGENCY

These are the Standard Demand Signals Terms of Service. No services shall be rendered, provided, or offered outside of these terms of service. By receiving services by Demand Signals, either paid or not, the Client agrees that those services are provided exclusively per the terms of this Disclosure. Beyond the initial complimentary/inaugural/introductory meeting, with the client requesting and the company providing any form of services listed herein, the Client agrees to be bound by Implied Agency, and as such, does agree that any services rendered by DSIG are provided exclusively under the terms of this Disclosure.**

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