

## MEMBERSHIP TERMS AND CONDITIONS AGREEMENT

This MEMBERSHIP TERMS AND CONDITIONS AGREEMENT (the "Agreement") entered into as of the date you accept this membership ("Effective Date"), is a binding agreement between The Surge Collective LLC, a Wyoming limited liability company, with offices located at 2511 Corporate Way, Palmetto, Florida 34221, including its successors and assigns (the "Company" or "Surge Collective") and you as the member (hereinafter referred to as "You", "Your", "Member or Members") (hereinafter collectively referred to as the "Parties"), for the services stated herein and agreed to by the Members.

1. **Membership Services.** Surge Collective membership shall include, but are not limited to, live, virtual or prerecorded retreats, meetings, calls, emails, text messages, handouts, worksheets, software applications, or any other literature or material prepared by the Company and given to Members in accordance with the below Section 10 ("Membership Services"). The Company reserves the right to rename the program or change the offerings at any time without notice.

2. **Payment Obligation.** For credit card debit card or ACH payments, your card or account will be processed when you sign this Agreement. Our company name, Surge Collective, will appear on your billing statement with charges as authorized herein. You agree that we may initiate credit, debit, or ACH entries to your account. Your refusal to honor a transfer may result in additional charges. Your authorization is effective until you notify us in writing otherwise. Failure to pay amounts due to the Company shall result in the termination of this Agreement by the Company. Any payments received prior to such termination shall be retained by the Company for services rendered through the date of termination and for any additional administrative costs incurred by the Company.

You acknowledge that You may incur additional costs associated with the Services, such as travel to and from any live event or activity, including the cost of lodging.

The Company may cancel or change the in-person events at any time for reasons including, without limitation, availability or suitability of venue or speakers or on security, health, or safety grounds, and we may deny, limit, or cancel your training registration at any time. The Company is not responsible for any damages, direct or indirect, resulting from such cancellation. If the Company cancels your training and you are in compliance with the Terms of this Agreement, you have the right to reschedule your attendance to any other scheduled training of your choice.

4. **Disclaimers.** The Company does not provide tax, accounting, legal or other professional advice. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

Although the Company reserves the rights to correct any errors, omissions, or inaccuracies, we do not accept any responsibility for the accuracy, reliability, currency, or completeness of any information, content, materials, services, products, merchandise, functionality or other resources (collectively, "Resources") available on or accessible through the Services (even typographical or imaging errors). Your access and use of the Membership Services, including any Resources contained on, or otherwise made available by, them, is solely at your own risk.

**THE COMPANY'S MEMBERSHIP SERVICES ARE PROVIDED FOR USE "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND. THE COMPANY AND ITS SUPPLIERS AND VENDORS DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE COMPANY DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL PROVIDE SPECIFIC RESULTS OR BE COMPLETE, ACCURATE, RELIABLE, SUITABLE, ERROR-FREE, AVAILABLE, OR UNINTERRUPTED FOR ANY PURPOSE.**

**YOU AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY ERRORS OR DELAYS IN THE COMPLETION OF ANY EDUCATIONAL PROGRAMS OFFERED BY THE COMPANY AND THE COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ERRORS OR OMISSIONS IN OUR CONTENT OR SERVICES, INCLUDING THE ACCURACY OR COMPLETENESS OF THE SERVICES PROVIDED UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR RELIANCE ON OR USE OF ANY ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE COMPANY. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH OUR SERVICES, OR THE LOSS OF DATA THAT MAY RESULT FROM THE USE OF OUR SERVICES OR THE USE OF ANY CONTENT AVAILABLE THROUGH OUR SERVICES.**

Without limiting the generality of the foregoing, the Company makes no representation or warranty that the quality of any goods, services, or information or materials purchased or obtained through the Services will meet your expectations, or that any password protection or other security measures that you may use or allow others to use in connection with the Services will prevent unauthorized access.

**SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.**

5. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SHALL THE COMPANY NOR ITS SUPPLIERS OR VENDORS, OR ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, SUPPLIERS, VENDORS, LICENSORS, CO-BRANDERS OR PARTNERS (COLLECTIVELY, "COMPANY PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE, OPERATION OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES ANY DEFECTS IN THE SERVICES, OR WITH THE PROVISION OF, OR FAILURE

TO MAKE AVAILABLE, ANY INFORMATION, SERVICES, PRODUCTS, MATERIALS, OR OTHER RESOURCES AVAILABLE OR ACCESSIBLE AS PART OF THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE OPERATION OF THE SERVICES MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND THE COMPANY'S OR ITS SUPPLIERS' OR VENDORS' CONTROL. THE OPERATION OF THE SERVICE, WHETHER BY THE COMPANY, ITS SUPPLIERS OR ITS VENDORS, MAY NOT BE SECURE. SECURITY AND PRIVACY RISKS CANNOT BE ELIMINATED. PASSWORD PROTECTION AND ANY OTHER SECURITY MEASURES MAY NOT PREVENT UNAUTHORIZED ACCESS TO MATERIALS YOU MAY USE OR ALLOW OTHER PERSONS TO USE IN CONNECTION WITH THE SERVICE, INCLUDING MATERIALS POSTED OR SUBMITTED TO THE SERVICE.

ANY LIABILITY ON THE PART OF THE COMPANY PARTIES, IN THE AGGREGATE, SHALL NOT EXCEED THE FEES PAID BY THE USER FOR THE PARTICULAR INFORMATION OR SERVICE PROVIDED OR \$25, WHICHEVER IS GREATER.

THE LIMITATIONS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF CERTAIN LIABILITIES SUCH AS FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATE OR JURISDICTIONS, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION. THIS PROVISION SHALL HAVE NO EFFECT ON ANY CHOICE OF LAW PROVISIONS SET FORTH IN THIS AGREEMENT.

You acknowledge and agree that the limitations set forth above are fundamental elements of this Agreement and the Service would not be provided to you absent such limitations.

6. Intellectual Property. All handouts, workbooks, manuals, software programs, or any other literature or material prepared by the Company for the Membership Services being rendered to Member, and disseminated to the Member, shall be the sole and exclusive property of the Company, and the Company shall have exclusive copyrights to said materials. All intellectual property and related material, including any trade secrets, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name provided to Member under this Agreement is and will remain the sole property of the Company.

7. Solicitation & Recording. Member agrees not to promote or solicit any other product or services during any Company event or training. Member is prohibited from recording audio or video of any session during any Company event or training.

8. Member Testimonial, Likeness & Image. Member authorizes the Company and grants the perpetual right and license on a worldwide basis for the Company to use the Member's testimony, likeness and image, in connection with marketing the Surge Collective and/or its affiliates. If Member provides a testimonial, a separate Testimonial Release Form must be signed by the Member.

9. Indemnification. You agree to indemnify, defend (if requested by the Company), and hold harmless the Company and its officers, directors, shareholders, predecessors, successors-in-interest, licensors, employees, agents, representatives, subsidiaries, and affiliates from any and all claims, demands, losses, damages, liabilities, penalties, fines, judgments, and related expenses (including attorneys' fees and costs) whatsoever incurred by the Company and its officers, directors, shareholders, predecessors, successors-in-interest, licensors, employees, agents, representatives, subsidiaries, and affiliates arising out of or relating to: (1) your use of the Services and (2) your violation or alleged violation of the Agreement. You agree not to settle any such claim or matter without the Company's prior written consent. The Company and its officers, directors, shareholders, predecessors, successors-in-interest, licensors, employees, agents, representatives, subsidiaries, and affiliates reserve the right, at their own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you further agree that you will cooperate fully in the defense of any such claims.

10. Acknowledgment and Representations. (1) Member acknowledges that he/she is purchasing is monthly membership subscription and not purchasing a franchise, security, dealership, business, affiliation, association or seller-assisted marketing plan. No additional support or training on the part of the Company is expressly promised or implied, except as appears in this Agreement; (2) Members shall not assign this Agreement without the Company's prior written consent; (3) Members are encouraged to conduct his/her own due diligence when making business decisions. All information, programs, products and services provided by the Company should be independently verified by the Members' own qualified professionals. The Company's products and services should be carefully considered and evaluated prior to Members rendering a business decision or acting in reliance of said information; (4) the Company's materials, products and services provided to Members pursuant to this Agreement are provided with the understanding that the Company is not engaged in rendering legal, accounting, financial or other professional opinions. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

11. Contacts. By signing this Agreement, you provide express written consent for the Company to send you email and text messages at the email addresses and cell phone number(s) provided to the Company. Message and data rates from your cell service provider may apply. If at any time you would like to stop receiving emails or text messages from the Company, you may either unsubscribe from any email received or text "Stop" as a reply to any received text. The Company may send you one more email or text confirming the receipt of your request.

12. Consent to Share Information with Third Parties. By signing this Agreement, you acknowledge and agree that the Company may share your information, including your name, email address, phone number and address, with select third-party partners who offer products or services that may be relevant to your Membership Services and you may opt out of this sharing at any time by contacting us by email at [holly.newman@surgeu.com](mailto:holly.newman@surgeu.com), or by mail at Surge Collective at 2511 Corporate Way, Palmetto, FL 34221.

13. Entire Agreement. This Agreement supersedes any and all other agreements, either verbal or in writing between the parties hereto with respect to the subject matter of this Agreement. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements,

verbally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

14. Failure to Notify. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times under this Agreement.

15. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

16. Term. The date of commencement of this Agreement shall be the date you sign this Agreement (“Effective Date”) and shall continue on a month-to-month basis until otherwise terminated by either party. Member may cancel this Agreement with a sixty (60) day written notice delivered to Company via email at [surgecollective@surgeu.com](mailto:surgecollective@surgeu.com) or by certified mail at The Surge Collective LLC, 2511 Corporate Way, Palmetto, FL 34221. Company may terminate this Agreement at its sole discretion.

17. Governing Law. This Agreement shall be deemed to have been made in the State of Florida and shall be governed by the laws of the State of Florida, without regard to conflicts of law provisions.

18. Dispute Resolution. If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that any such dispute or controversy will be submitted to mediation in Collier County, Florida, with each party bearing their own costs. If the parties cannot resolve the dispute or controversy by mediation, the parties shall initiate arbitration by one arbitrator within 30 days of any failed mediation, in accordance with proceedings under the American Arbitration Association rules, and such arbitration shall take place in Collier County, FL. The decision and award determined by such arbitration will be final and binding upon all parties and such final decision may be submitted to any Court within Collier County, Florida as a final binding judgment. All costs and expenses, including reasonable attorney’s fees and expert’s fees, of all parties incurred in any dispute that is determined and/or settled by arbitration pursuant to this Agreement will be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability as so determined.

19. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES TO WAIVE A TRIAL BY JURY IN ANY CONTROVERSY THAT MAY ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT.

20. Survival. Except as otherwise provided in this Agreement, the following Sections 6, 8, 9, 10, 11, 12, 15, 17, 18, 19, 20, 22 and 23 will survive any termination of the Agreement.

21. Accommodations. For inquiries or special arrangements under the Americans with Disabilities Act of 1990 (“ADA”), please contact Member Services at [holly.newman@surgeu.com](mailto:holly.newman@surgeu.com) at least two (2) weeks prior to your scheduled attendance. If the Member requires and has requested reasonable accommodations under the ADA, as amended, the Member must provide written notice if they will be unable to attend at least three (3) days prior to the day of their scheduled Event. If the Member fails to provide such notice of non-attendance, the Member will be responsible for any fees and expenses incurred by the Company in making such accommodations.

22. Binding Agreement. This Agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors and assigns.

23. Separate Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or digitally by means of e-mail or otherwise, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

24. Member Acknowledgement. Member acknowledges that he/she has received a copy of this Agreement and has read and understood all terms and conditions herein. Member hereby authorizes payment by the method specified above. If using a debit/credit card or ACH, Member authorizes the Company to charge the card or draft their bank account for the specified amount identified in this Agreement.

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