



REFERRAL & SALES AGENCY

Agreement

Strategic Referral, Sales Facilitation & Independent Delivery Framework

BETWEEN

SURGE HR Plus, LLC

AND

Real Inspiration LLC

Effective Date: September 1, 2026

Two independent businesses. One clear commercial framework.

AGREEMENT OVERVIEW

Commercial Terms at a Glance

A concise reference to the commercial framework and agreement control.

SURGE HR+ People First...Always.	STRATEGIC PARTNERSHIP	 real inspiration llc REAL INSPIRATION LLC
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REFERRAL FEES 15% Introduction 30% Sourced and Sold	FEE BASIS Payment follows client cash flow 30% rate established at client signing
REFERRAL WINDOW 12 months from first engagement Additional work during the window earns the same tier	AGREEMENT TERM One year, automatically renewing 30 days written notice to terminate
WEBSITE LISTING Leader of Learning and Development Real Inspiration controls approved biography and photograph	CLIENT OWNERSHIP Contracting company owns the relationship Referring company receives the applicable referral fee
SALES FACILITATION SURGE HR+ may facilitate Real Inspiration engagements Real Inspiration confirms terms and contracts directly	EXHIBIT FOR TIER 2 Future delivery framework Separate written agreement required before expanded delivery begins

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REFERRAL & SALES AGENCY AGREEMENT

The Agreement

This Agreement establishes the commercial framework for referrals, sales facilitation, compensation, client ownership, branding, confidentiality, and the independent status of SURGE HR+ and Real Inspiration.

SURGE HR+ and Real Inspiration are independent companies with complementary service offerings. The commercial structure below preserves separate ownership, authority, pricing, delivery standards, and client relationships.

01

Parties & Independence

This Agreement is entered into as of September 1, 2026, between SURGE HR Plus, LLC, a Florida limited liability company ("SURGE HR+"), and Real Inspiration LLC ("Real Inspiration"). SURGE HR+ and Real Inspiration are each a "Party" and collectively the "Parties."

SURGE HR+ and Real Inspiration remain separate, independent businesses. No provision of this Agreement creates a partnership, joint venture, employment relationship, or shared ownership arrangement. SURGE HR+ and Real Inspiration may refer opportunities to each other and, in specified circumstances, SURGE HR+ may facilitate a complete Real Inspiration engagement before Real Inspiration assumes responsibility for contracting and delivery.

SURGE HR+ retains exclusive control over SURGE HR+ pricing, service models, programs, methods, materials, delivery standards, and client contracts. Real Inspiration retains exclusive control over Real Inspiration pricing, service models, programs, methods, materials, delivery standards, and client contracts.

SURGE HR+ may not sign a contract, incur an obligation, or make a commitment on behalf of Real Inspiration. Real Inspiration may not sign a contract, incur an obligation, or make a commitment on behalf of SURGE HR+.

02

Referral Fee Structure

Referral compensation is based on the level of sales activity completed by the referring company. The applicable fee is determined by the activity completed before the receiving company assumes responsibility for contracting and delivery. The earning and payment timing for each tier is defined in the Commercial Mechanics below.

TIER	COMMERCIAL ACTIVITY	FEE
Introduction	SURGE HR+ or Real Inspiration provides a qualified introduction and does not perform discovery, scoping, pricing, or closing. The receiving company completes the sales process.	15% of professional service revenue collected
Sourced and Sold	SURGE HR+ or Real Inspiration completes discovery, scopes the engagement, presents the receiving company's services, and obtains client agreement before the receiving company becomes directly involved. The receiving company contracts and delivers.	30% of contracted professional service fees

COMMERCIAL MECHANICS

Both referral tiers apply in both directions and are intended to compensate the company responsible for originating or selling the opportunity based on the level of involvement in the sale.

15% INTRODUCTION FEE

When SURGE HR+ or Real Inspiration introduces a prospective client and the receiving company assumes responsibility for discovery, scoping, pricing, and closing the engagement, the referring company will receive a referral fee equal to fifteen percent (15%) of professional service revenue actually collected from that client.

The 15% referral fee is earned as client payments are received and will be paid to the referring company within fifteen (15) business days following receipt of the applicable client payment.

30% SOURCED AND SOLD FEE

When SURGE HR+ or Real Inspiration sources the opportunity, leads the sales process, scopes the engagement, presents the receiving company's services, and secures the client's commitment before transferring the engagement for contracting and delivery, the referring company will receive a referral fee equal to thirty percent (30%) of the contracted professional service fees.

The 30% referral rate is established and earned upon execution of the applicable client agreement. To protect the receiving company's cash flow, however, payment of the referral fee will follow the client's actual payment schedule.

For each client payment received, the receiving company will pay the referring company thirty percent (30%) of the professional service fees included in that payment within fifteen (15) business days of receipt. If the client pays the engagement in full at or near contract execution, the full referral fee will be paid within fifteen (15) business days after those funds are received.

The timing of client payments affects only the timing of the referral-fee payments and does not change the applicable 30% referral rate.

FEE BASIS

Referral fees are calculated only on professional service fees. Reimbursable expenses, travel expenses, taxes, and third-party costs passed through to the client are excluded from the referral-fee calculation.

No referral fee is payable on amounts that are canceled, refunded, written off, or never collected from the client.

ADDITIONAL WORK DURING THE REFERRAL PERIOD

The applicable referral tier remains in effect for twelve (12) months from the start date of the client's initial engagement. Additional professional services sold to the referred client during that twelve-month period will earn the same referral rate that applied to the original engagement.

After the twelve-month referral period ends, future revenue from that client will not generate an additional referral fee unless SURGE HR+ and Real Inspiration agree otherwise in writing.

REFERRAL TRACKING AND QUARTERLY RECONCILIATION

SURGE HR+ and Real Inspiration will each maintain a referral log identifying qualifying referrals, the applicable referral tier, client contracts, client payments received, referral fees earned, referral fees paid, and any outstanding amounts.

SURGE HR+ and Real Inspiration will review and reconcile referral activity quarterly to ensure that records remain aligned. Quarterly reconciliation is an administrative review only and does not delay any referral-fee payment otherwise due under this Agreement.

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Growing a Referred Client

When a referred client requires additional services, the receiving company may offer additional services to the referred client. Expansion of the client relationship does not require approval from the referring company.

Before presenting additional services, the receiving company will provide advance notice to the referring company. The notice is informational and is intended to support coordination and awareness of relevant client considerations.

COMMERCIAL RULE

Additional professional services sold to a referred client during the twelve-month referral fee period earn the same referral tier that applied to the original engagement and are paid according to the applicable payment mechanics in Section 02. After the twelve-month period, future revenue from that client does not earn an additional referral fee unless SURGE HR+ and Real Inspiration agree otherwise in writing.

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SURGE HR+ Sales Facilitation

SURGE HR+ may facilitate the sale of a complete Real Inspiration engagement before Real Inspiration assumes responsibility for final contracting and delivery. The structure is intended to provide a streamlined client experience while preserving Real Inspiration pricing authority and delivery control.

- SURGE HR+ presents Real Inspiration services using current scope descriptions, deliverables, and published fees supplied by Real Inspiration. SURGE HR+ does not set, discount, or vary Real Inspiration pricing.
- Any scope, pricing, or engagement terms discussed with a prospective client remain a proposal until Real Inspiration confirms the final terms in writing.
- Real Inspiration may decline any proposed engagement for any reason, including capacity. A declined engagement creates no referral fee and no liability for SURGE HR+ or Real Inspiration.
- The client contracts directly with Real Inspiration LLC using Real Inspiration contracting documents and Real Inspiration pricing. SURGE HR+ will disclose the independent contracting and delivery role of Real Inspiration before the client is asked to execute an agreement.
- Real Inspiration will provide SURGE HR+ with current scope descriptions, deliverables, and fee information and will notify SURGE HR+ when those materials change. SURGE HR+ will not present a Real Inspiration service without current Real Inspiration materials.

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Website Listing

The principal of Real Inspiration will be listed on the SURGE HR+ website as Leader of Learning and Development.

- SURGE HR+ will provide proposed listing copy to Real Inspiration for approval before publication and will not materially revise the approved listing without Real Inspiration approval.
- Real Inspiration will provide an approved biography and photograph. Real Inspiration may revise or withdraw the biography or photograph at any time. SURGE HR+ will update or remove the listing within ten (10) business days after receiving a written request from Real Inspiration.
- The website listing does not create an employment relationship, does not obligate Real Inspiration to accept work, does not authorize SURGE HR+ to bind Real Inspiration, and does not authorize Real Inspiration to bind SURGE HR+.

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No Exclusivity / Non-Compete

SURGE HR+ is not obligated to make referrals to Real Inspiration. Real Inspiration is not obligated to make referrals to SURGE HR+. SURGE HR+ and Real Inspiration each remain free to refer opportunities to other firms, work with competitors, enter comparable arrangements with other companies, and maintain other business relationships.

SURGE HR+ or Real Inspiration may discontinue referral activity at any time without notice or explanation.

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Client Ownership

The company that contracts directly with the client owns and controls the client relationship. For a referred engagement, the receiving company holds the client contract, sets the applicable pricing, delivers the services, manages collection, and retains the client relationship after the referral fee period.

The referring company receives only the applicable referral fee described in Section 02. A referral or sale followed by transfer to the receiving company does not create an ongoing ownership interest, approval right, or claim over future scope, pricing, delivery, or client decisions.

SURGE HR+ is solely responsible for SURGE HR+ service quality, delivery obligations, and client disputes arising from SURGE HR+ work. Real Inspiration is solely responsible for Real Inspiration service quality, delivery obligations, and client disputes arising from Real Inspiration work. SURGE HR+ will cover Real Inspiration against claims arising from SURGE HR+ work. Real Inspiration will cover SURGE HR+ against claims arising from Real Inspiration work.

08**Intellectual Property**

Real Inspiration retains sole ownership of the Real Inspiration brand, methodologies, programs, frameworks, materials, and intellectual property, including The Transition Blueprint. SURGE HR+ retains sole ownership of the SURGE HR+ brand, methodologies, services, materials, products, and intellectual property, including The SURGE Power Grid.

SURGE HR+ receives no license to Real Inspiration intellectual property except as expressly required for the sales facilitation and website listing described in Sections 04 and 05. Real Inspiration receives no license to SURGE HR+ intellectual property except as expressly required to identify the commercial relationship.

SURGE HR+ may not use the Real Inspiration name, marks, or materials in marketing without written Real Inspiration consent except as described in Sections 04 and 05. Real Inspiration may not use the SURGE HR+ name, marks, or materials in marketing without written SURGE HR+ consent except to identify the commercial relationship.

Any jointly developed offering, program, framework, product, or other intellectual property requires a separate written agreement before development begins.

09**Confidentiality**

SURGE HR+ will treat Real Inspiration client names, pricing, and non-public business information as confidential and will use that information only for the applicable referral or sales facilitation activity. Real Inspiration will treat SURGE HR+ client names, pricing, and non-public business information as confidential and will use that information only for the applicable referral or sales facilitation activity.

The confidentiality obligations in this Section continue for two (2) years after termination of this Agreement.

10**Term**

This Agreement begins on the Effective Date and continues for one (1) year. The Agreement automatically renews for successive one-year terms unless SURGE HR+ or Real Inspiration provides thirty (30) days written notice of termination.

Termination does not affect referral fees already earned. A referral made before termination continues to earn the applicable referral fee for the full twelve-month referral fee period. Following termination, SURGE HR+ will remove the Real Inspiration website listing within ten (10) business days unless SURGE HR+ and Real Inspiration agree otherwise.

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Scope of Agreement

This Agreement covers reciprocal referrals and the SURGE HR+ sales facilitation arrangement described in Section 04. This Agreement does not cover delivery by Real Inspiration under the SURGE HR+ brand, collaborative engagements in which both companies deliver services, co-branded programs or ventures, or product revenue-sharing arrangements.

Any future delivery model, co-branded offering, joint program, product revenue share, or other expanded commercial arrangement requires a separate written agreement. This Agreement does not obligate SURGE HR+ or Real Inspiration to enter any future commercial arrangement.

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General Provisions

This Agreement is governed by the laws of the State of Florida. This Agreement constitutes the complete agreement between SURGE HR+ and Real Inspiration concerning the subject matter addressed in this Agreement and supersedes prior discussions concerning that subject matter.

Any amendment to this Agreement must be in writing and signed by SURGE HR+ and Real Inspiration. If any provision is determined to be unenforceable, the remaining provisions remain in force. This Agreement may be executed in counterparts and may be signed electronically.

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Signatures

By signing below, SURGE HR+ and Real Inspiration acknowledge and agree to the terms of this Agreement.

SURGE HR PLUS, LLC Tamika S. Harold Founder Chief Executive Officer	REAL INSPIRATION LLC Lena M. Wilson Chief Executive Officer
Signature	Signature
Date	Date

CLEAR TERMS. INDEPENDENT COMPANIES. SHARED OPPORTUNITY.

SURGE HR+ × Real Inspiration