

Statement of Work

Agreement	This SOW is made under and pursuant to the terms and conditions of the Marketing Services Agreement ("Agreement") dated 1 st May 2022 signed between the Parties identified below.
Name of Project	Freesat offline and online media planning and buying
Description of Project	The planning, purchase, reporting and optimisation of offline ATL media as detailed below in Additional Terms.
Duration of Project	<p>Initial period – 9 months (1st April 2022 – 31st December 2022)</p> <p>Fees agreed hereunder will only apply to the Initial Period. Any extension will require further discussion and agreement on applicable charges.</p>
Deliverables	<p>The Supplier will provide the following deliverables to Freesat by the end of the Initial Period:</p> <ul style="list-style-type: none"> - Strategy Delivery: This will focus on strategically interrogating the "April-December 2022 Campaign Brief to run from 1st May to 31st December" (attached as Attachment 1) and developing a strategy working with Freesat and relevant third parties as requested by Freesat that will deliver against Freesat's Business Objective to achieve 48,941 G3 Set Top Box (STB) sales out to consumers between 1st May 2022 and 31st December 2022, in line with Freesat requirements, goals and broader business strategy. - Media planning: <ul style="list-style-type: none"> a. develop and implement, subject to Freesat's approval, a media plan for both offline and online channels that will deliver against Freesat's Business Objective to achieve 48,941 G3 Set Top Box (STB) sales out to consumers between 1st May 2022 and 31st December 2022 and reach our defined

	<p>Target Audience;</p> <ul style="list-style-type: none"> b. This will be achieved by TSW working with Freesat's appointed creative agency to develop a comms framework, outlining channels and respective messaging/testing; c. TSW will incorporate performance benchmarking and forecasting into monthly media plans (leads/sales). <p>- Media Buying: TSW will liaise with media owners for the planning and buying of advertising placements on behalf of Freesat as follows:</p> <ul style="list-style-type: none"> a. <u>TV airtime</u>: various placements across channels, including linear, Adsmart and BVOD, throughout the Duration of the Project agreed by Freesat following consultation and recommendations from the Supplier; b. <u>Radio airtime</u>: various spots across channels throughout the Duration of the Project agreed by Freesat following consultation and recommendations from the Supplier; c. <u>Door Drops</u>: print and delivery of various drops to selected postcodes throughout the Duration of the Project agreed by Freesat following consultation and recommendations from the Supplier. Procuring proof of posting and log files from printers and distributors; d. <u>Paid Social</u>: media planning and buying across Facebook, Twitter, Instagram, Reddit and Tiktok (exc. Organic boost activity), managing bidding and account development with instructions and strategic input from Freesat, including daily monitoring and optimisation, ad copy testing, page testing
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	<p>and recommendation for on-site development, audience data analysis and updates, budget management, pacing and flighting, testing plan creation and modification;</p> <p>e. <u>Paid Search</u>: manage bidding and account development with instructions and strategic input from Freesat, including daily monitoring and optimisation, SQRs, ad copy testing, page testing and recommendation for on-site development, audience data analysis and updates, budget management, pacing and flighting, testing plan creation and modification, Keyword Management and insight on Search / SERP trends and competitors;</p> <p>f. <u>Google Shopping</u>: manage bidding and account development with instructions and strategic input from Freesat, including daily monitoring and optimisation, SQRs, ad copy testing, page testing and recommendation for on-site development, audience data analysis and updates, budget management, pacing and flighting, testing plan creation and modification, Keyword Management and insight on Search / SERP trends and competitors;</p> <p>g. <u>Online Video and Display</u>: Strategy, forecasting and planning. Creating media plans, sourcing inventory and new audience opportunities, inflight campaign optimisations. Programmatic prospecting and remarketing strategies and implementation.</p> <p>h. <u>Online/Publishing</u> — <u>Sponsorships/Partnerships</u> — Strategy, planning and execution of any sponsorship/partnership activity with</p>
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publishers across multiple platforms (including liaison on content, deliverables and production).

- **Measurement and optimisation:**

- a. Pre-campaign launch: TSW will provide, by agreement with Freesat, a measurement framework and any 'pre-launch' testing to establish Client base undertaken;
- b. Post launch: TSW will provide weekly reporting calls to review performance, e.g. channel, cost, creative, targeting, etc. of previous week's activity and set forecasts and agree changes for the following week;
- c. Monthly meetings: TSW's senior team will plan and attend monthly meetings with Freesat and TMW to monitor and measure campaign performance and effectiveness across both media and business KPIs e.g. channel, creative, audience, regional sales, search, traffic, brand health scores etc. TSW will produce as a result from these meetings reports on why and what next, including forecasting for the month ahead.
- d. Quarterly Strategic Planning Meeting: TSW's senior team will plan and attend monthly meetings with Freesat and TMW. Questions will be set by Freesat, and will be answered by TSW and TMW and joint response will be shared in advance of a planning session.

- **Account Management** – TSW account management team will deliver all the KPIs above. Other requirements under this SOW include, and are deemed TSW obligations:

- a. Sharing of industry research, insights and competitor analysis and activity.

	<p>b. Bi-annual agency performance reviews – Freesat to share criteria to enable a conversation about working relationship and how/where to improve.</p> <p>c. Data analysis: analyse Freesat’s sales data, including personal postcode data, to provide insights on Freesat’s marketing activities to optimise media spends and channel mix and inform Freesat’s media strategy.</p> <p>d. Create and maintain on a monthly basis a media spending plan for Freesat showing cost against all media channels and advise Freesat on directing its spend on the basis of this plan;</p> <p>Exclusions. The following services and/or deliverables are out of scope:</p> <ul style="list-style-type: none"> - Any additional strategic projects, to support new product launches. - Affiliates. Commercials to sit outside of core retainer. - GA tag maintenance/ On site analytics tag management – implementation, governance, and maintenance of new and existing GA tags. Google Analytics set up and debugging or other tag implementation and Tag Manager set up/support is out of scope. GTM maintenance and tag management – setting up new floodlights, troubleshooting existing and new floodlights, site tagging. - Campaign manager set up and maintenance. - Shopping Feed management. - Analytics (some of the below services were provided within this SoW time period as FOC whilst decisions were being made on data/analytic requirements moving forward. They are not priced/included within the
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	<p>commercial arrangement:</p> <ul style="list-style-type: none"> - TSW will provide attribution modelling across all channels – both offline and online. - During the provision of the services TSW will liaise with Freesat on the overall effectiveness and efficiency of Freesat's media planning and buying, including recommending changes that need to be made to improve metrics. - Any data/analytic projects or [mint] are charged separately subject to brief and requirements.
Dates of Deliverables	<p>Full brief response being delivered: Friday 10th June 2022</p>
Service Levels	<p>Parties agreed services levels which are attached hereto (Attachment 3). In addition to the agreed Services Levels and the KPI already provided throughout this document The Supplier shall use best endeavours to deliver value for money, including by:</p> <ul style="list-style-type: none"> • securing ratings that are equal to or more favourable than those estimated and provided to Freesat by the Supplier (including where estimations are supplied to the Supplier by a third party) each month (or as otherwise provided) for TV and Radio placements; • demonstrating a positive effect on sales of Freesat products.
Key Individuals	<p>Group Client Director</p> <p>Client Director</p> <p>Client Manager</p> <p>Client Executive</p>

	Channel specialists (various)
Total Project Fees	<p>Fixed fee to cover all services within agreed scope to be provided during the Initial Period within SoW (exclusions expressly listed below) – £204,403 (up to <u>£1.8m</u> gross media spend).</p> <p>Paid monthly - £22,403 per month across the Initial Period (9 months – April-December 2022).</p> <p>This is the total spend cap authorised under this SOW. Any further fees shall be subject to agreement between the Parties.</p> <p>Any spend beyond the <u>£1.8m</u> within Year 1 shall be subject to prior written approval by Freesat and shall be charged at an additional commission of <u>6%</u> (of gross media spend), upon approval.</p> <p>Affiliate marketing commercials will sit outside of above due to the nature of how it is charged – we would propose: Fee charged at separate – 20% of validated sales or £3,000 per month – whichever is the greater.</p> <p>Any requirements, outside of annual planning, for Pintarget projects/work will be quoted separately subject to brief, scope and requirements.</p>
Expenses	N/A
Third Party Costs	Third party costs are subject to approval by Freesat in advance. Once approved such costs will be paid by Freesat on a monthly basis subject to invoice. The costs must be approved by Freesat in advance on a quarterly and monthly basis. The Supplier is responsible for paying all third party costs directly.
Invoice Dates/Payment Milestones	<p>30 days from invoice or Prepay</p> <p>Supplier (TSW) will invoice the Freesat in respect of media costs on 15th of each month (and in case of Fees at the</p>

	<p>beginning of each month) in respect of any media committed since the previous invoice and Freesat will pay such invoices within 30 days.</p> <p>In the event of Freesat requiring to commit to spends above their ongoing credit limit then Supplier (TSW) will require to invoice prepay and Freesat will require to pay before any further bookings can be committed to. (For clarity TSW will endeavour, where possible, to supply invoices for pre pay sufficiently in advance of any booking deadlines so that Freesat still have 30 days in order to pay but this cannot be guaranteed)..</p> <ol style="list-style-type: none"> 1. In the event of TSW's credit insurers revising or withdrawing cover for the Freesat, TSW reserves the right to revise its terms of payment and if necessary, ask for payments in advance of media bookings and seek suitable guarantees from the Freesat. 2. Prepay invoices will be issued and payable prior to any bookings being made. 3. Details of Prepay account statements and invoices will be sent to Freesat on a monthly basis
Freesat Equipment to be loaned to Supplier	n/a
Freesat Materials to be licensed to Supplier	N/A
Supplier Materials to be provided to Freesat	N/A
Third Party Existing Materials to be provided to Freesat	N/A
Material Terms (e.g. release of materials at specific event)	N/A
Personal Data	To be agreed, subject to planning requirements.

Additional Terms / Information	<p><u>In-Scope Channels</u></p> <p>TV (linear, BVOD), Audio, Door Drops, Paid Social, PPC (inc. Google Shopping), Affiliates, Online Video and Display.</p> <p>Publishing (Press) & Digital Partnerships/Sponsorship or Promotions.</p> <p>Data analytics and attribution systems ([mint]) online; [mint]print; [mint]av.</p> <p><u>Capabilities outside scope:</u></p> <p>Printing/Print Management (quoted/costed separately from this commercial Scope)</p> <p>DM including any third-party data costs and additional - required 'hard costs' - will be quoted separately when required.</p> <p>SEO and Influencers are not included within current Scope. If there are any future requirements, then we can discuss subject to brief and requirements.</p> <p>OOH, Inserts – any future requirements can be discussed.</p> <p>Creative, Production and Traffic requirements.</p> <p>Data – any additional data requirements or projects are excluded from the above commercials and costed separately based on brief, scope and resource required.</p>
Attachments (e.g. Project Briefs, Proposals)	

Signed for and on behalf of

Freesat (UK) Limited

DocuSigned by:
Eric Mitchell
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Name: Eric Mitchell

Title: CFO

Date: 03 May 2023

Signed for and on behalf of

The Specialist Works Limited

DocuSigned by:
Emma Bullard
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Name: Emma Bullard

Title: Group Commercial Director

Date: 27 April 2023