

WORK ORDER NO. 2024-MAY-30
UNDER
MASTER PROFESSIONAL SERVICES AGREEMENT

This Work Order No. 2024-Mar-20 (this "**Work Order**") is made effective as of May 30, 2024 (the "**Work Order Effective Date**") between NIKE, Inc., located at One Bowerman Drive, Beaverton, Oregon 97005, United States of America ("**Nike**"), and The Gunter Group LLC, located at 4380 S Macadam Ave #110, Portland, Oregon 97239, United States of America ("**Contractor**"). This Work Order is incorporated into, forms a part of, and is in all respects subject to the terms of the Master Professional Services Agreement between Nike and Contractor, dated October 27, 2014 (the "**Agreement**").

Background (the "**Project**"): Nike's Responsible Supply Chain Team ("**Nike RSC Team**") is responsible for progress towards the 2025 foundational expectations target, which calls for 100 percent of facilities in Nike's extended supply chain meet Nike's foundational labor, health, safety, and environmental standards, demonstrating respect for the rights of their workers and communities where they operate. As part of this target and supporting initiatives, Nike seeks Contractor's support in key areas.

1. **Definitions.** Capitalized terms not otherwise defined in this Work Order will have the meanings set forth in the Agreement.
 - a. Responsible Supply Chain ("**RSC**")
 - b. Fiscal year ("**FY**")
 - c. Financial quarter ("**Q**")
2. **Description of Services.** Contractor will perform the following Services under this Work Order:
 - a. **Key Business Outcomes:** As part of the Project, Contractor will drive the following activities and outcomes:
 - i. Support Nike RSC Team;
 - ii. Provide Project Management ("**PM**") and Transition Management ("**TM**") support for the RSC Facility Resource Center, in partnership with the Standards and Policy Manager. (FY25 Q1)
 - iii. Provide PM support for the Capability Building Program for new facilities. This includes, but is not limited to: review and development of content and communications used for facility onboarding to Nike's compliance program; Identification of gaps and working with stakeholders to create content and training material; and Partner with 3rd party Nike-vendor Sumerra to implement the Capability Building Program for new facilities. (FY25 Q2/Q3)
 - iv. Provide PM for the Nike Supplier Code and Code Leadership Standards update. This includes, but is not limited to: managing meetings, project timelines, and deliverables; engaging with cross functional team members across Labor, Health & Safety, Environment, Legal, and other Nike departments. (FY25 Q3)

- v. Provide TM support for various projects, including, but not limited to, industry tool improvement programs in partnership with Nike's Industry Tool Excellence Manager. (through-out FY25)
 - vi. Provide PM support on smaller projects through the RSC Compliance prioritization process. (through-out FY25)
 - vii. Throughout all phases of both workstreams, Contractor Resource will collaborate closely with the Compliance Team, Compliance Deployment Team, Subject Matter Experts ("**SME**") across the Labor, Health and Safety, and Environment teams, and other teams such as Legal, communications, and video services.
 - viii. Furthermore, additional expertise from within Contractor's consulting practice areas will be leveraged.
 - ix. Contractor will support the Resource in delivery of the Services and Deliverables under this Work Order through practice leadership, shared best practices, and market and industry insights.
- b. **TM Lead** generally includes the following:
- i. The TM Lead is responsible for understanding the full impact of the program;
 - ii. Identifying stakeholders;
 - iii. Understanding connections to other projects;
 - iv. Lead efforts to coordinate rollout with other workstreams;
 - v. Building communications and trainings; and
 - vi. Support the project owner in the facilitation of trainings and alignment meetings.
- c. **Communications Support** generally includes the following:
- i. Project owner will provide information about the program and stakeholders that are impacted.
 - ii. Contractor will support by drafting necessary communications and coordinating legal or communications review if needed.
 - iii. Training materials and delivery will be completed by Project owner.

3. **Description of Deliverables:** Contractor will provide the following Deliverables under this Work Order for items listed as TM lead in Appendix A:

Phase Deliverables	Acceptance Criteria	Due Date
<ul style="list-style-type: none"> a. Project Management and Transition Management of RSC Facility Resource Center resulting in go-live date in FY25 Q1 b. Project Management of capability building program resulting in program go-live date with Sumerra in FY25 Q3 c. Project Management of Code and CLS update resulting in LT approved document on FY25 Q3 d. Transition Management plans for prioritized projects prior to launch dates <p>TM to also include the below, when applicable:</p> <ul style="list-style-type: none"> a. Change Management Strategy: Plan and Materials; b. Communication Strategy: Plans and Communication Materials; and c. Training Strategy and Plan: Documentation 	Deliverables reviewed and approved by Nike Leader and Product Managers	March 31, 2025

- a. Deliverables will be outlined in a more detailed program plan and schedule during the phases of the engagement, by mutual written agreement of the Parties, email being sufficient.

4. **Work Schedule.** Contractor will perform the Services and provide the Deliverables in accordance with the following work schedule:

- a. The Services will commence on the Work Order Effective Date, and all Services and Deliverables under this Work Order will be fully completed and delivered to Purchaser no later than March 31, 2025.
- b. Additionally, the Services and Deliverables under this Statement of Work will be subject to the following timetable: As stated above in **Section 2** (Description of Services).

5. **Price.** The total fees for the Services and Deliverables shall not exceed **\$260,400.00 (“Total Fees”)**, as further detailed in the chart below. The fees will be invoiced on a monthly, prorated basis and are payable monthly in arrears upon the terms set forth in Section 4 of the Agreement.

Support	Total
Consultant (level: TM - 2) (“Contract Resource”)	\$260,400.00
Total Fees	\$260,400.00

6. **Assumptions and Conditions:** The price provided above is subject to the accuracy of the following assumptions or the satisfaction of the following conditions:

- Subject to COVID-19 restrictions and other workplace considerations, Purchaser will provide workspace including desk, telephone, computer, and access to Nike facilities as necessary.
- Nike will provide access to appropriate staff and information necessary to complete the projects.
- Nike will make reasonable efforts to provide timely review and approval of Services and Deliverables.
- Contractor will provide periodic updates regarding Project work, as determined by Nike.
- Contractor will provide Deliverables in a high quality and timely fashion in compliance with appropriate Nike specifications.

7. **Acceptance Testing.**

- ☐ Required.
- ☒ Not Required.

8. **Additional Terms.** This Work Order includes the following additional terms and conditions:

- Changes:** Changes to the scope or timeframes of this Work Order, together with any material modifications to the Deliverables under this Work Order, will be subject to a Change Order as defined in Section 5 of the Agreement.

[Signature page follows.]

The Parties have caused this Work Order to be executed as of the Work Order Effective Date.

NIKE, Inc.

The Gunter Group LLC

By: *Martine Mientjes*

By: *MB*

Name: _ Martine Mientjes

Name: _ Matt Bader

Title: Compliance Dir

Title: Partner

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Date: May 24, 2024

Date: May 24, 2024