

WORK ORDER NO. 58
UNDER
MASTER PROFESSIONAL SERVICES AGREEMENT

This Work Order No. 58 (this "**Work Order**") is made effective as of October 1, 2023 (the "**Work Order Effective Date**") between NIKE, Inc., with offices at One Bowerman Drive, Beaverton, Oregon 97005, United States ("**Purchaser**" or "**Nike**"), and The Gunter Group LLC, with offices at 4380 S Macadam Avenue, Suite 110, Portland, Oregon 97239, United States ("**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 Purchaser and Contractor dated October 27, 2014, as amended, (the "**Agreement**").

Background (Nature of the Project): This Work Order is for the provision of support to Nike's Responsible Supply Chain ("**RSC**") team towards meeting the 2025 foundational expectations target, where 100% of facilities in the extended supply chain meet Nike's foundational labor, health, safety and environmental standards and demonstrating respect for the rights of its employees and communities it operates.

1. Definitions. Capitalized terms not otherwise defined in this Work Order will have the meanings set forth in the Agreement.
2. **Description of Services.** Contractor will perform the following Services under this Work Order to support the following product features:
 - A. Key business outcomes: As part of the engagement, Contractor will drive the following activities and outcomes (see Appendix A for complete list):
 - a) Build and roll out Transition Management ("**TM**") needs for prioritized Fiscal Year 2024 ("**FY24**") projects, which include (subject to change):
 - i. Industry tools long-term and near-term strategy.
 - ii. Factory incident reporting.
 - iii. Rating methodology updates.
 - iv. Support remediation stabilization, including supplier improvement program sunseting, Tier-2 remediation expansion, and remediation standard operating procedures finalization.
 - v. Zero tolerance framework.
 - vi. Transition management for industry tool updates and deployment Facilities Environment Module 4.0 (2023) and Social Labor Convergence Program 1.6 update.
 - vii. Escalation policy.
 - viii. Enhanced due diligence proof of concept.
 - b) Assist in the facilitation of industry tool strategic planning;
 - c) Overall project and program management support; and
 - d) Other projects requiring TM support as needed.

B. Throughout all phases of both workstreams, Resource(s) will collaborate closely with the Nike RSC teams and subject matter experts, as well as leverage additional expertise from within Contractor's consulting practice areas. Contractor will support the Resource(s) in delivery of the Services and Deliverables under this Work Order through practice leadership, shared best practices and market/industry insights.

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
A. Stakeholder matrix and impact assessment. B. Change readiness assessment. C. Change effectiveness assessment. D. Change management strategy, plan and execution. E. Change impact assessment. F. Communication strategy, plans and communication execution, including coordination of rollout with other workstreams. G. Training strategy and plan, documentation, and training. H. Process mapping, when needed.	Deliverables reviewed and approved by Nike leaders and Product Managers.	February 29, 2024

Deliverables will be outlined in a more detailed program plan and schedule during the phases of the engagement.

4. **Work Schedule.** 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 February 29, 2024, subject to the timetable set forth in this Work Order.
5. **Price.** The price for the Services and Deliverables under the Work Order shall not exceed \$133,000.00. Fees will be prorated on a monthly basis, based on the chart below (including expenses and estimated taxes), and are payable monthly in arrears upon the terms set forth in Section 4 of the Agreement. The table below summarizes the consulting fee estimates for this engagement.

Support	Total
Senior Consultant	\$133,000.00
TOTAL	\$133,000.00

Should either Party determine a significant change is necessary, a Change Order (“CO”) to this Work Order may be executed by both Parties. The CO will describe the work modifications, changes to assumptions, and impact on consulting fees and timing.

6. **Assumptions and Conditions:** The price provided above is subject to the accuracy of the following assumptions and/or the satisfaction for the following conditions:
- A. Subject to COVID-19 restrictions and other workplace considerations, Purchaser will provide workspace including desk, telephone, computer, and access to Purchaser facilities as necessary.
 - B. Purchaser will provide access to appropriate staff and information necessary to complete the projects.
 - C. Purchaser will make reasonable efforts to provide timely review and approval of Services and Deliverables.
 - D. Contractor will provide periodic updates regarding project work, as determined by Purchaser.
 - E. Contractor will provide Deliverables in a high quality and timely fashion in compliance with appropriate Purchaser specifications.

7. **Acceptance Testing.**

- ☐ Required.
- ☒ Not Required.

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

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

NIKE, Inc.

The Gunter Group LLC

By: *T. Guild*

By: *Matt Bader*

Name: tobin.guild@nike.com tobin.guild@nike.com

Name: Matt Bader

Title: Sr. Director, RSC Compliance

Title: Partner

Date: Oct 5, 2023

Date: Sep 28, 2023

Appendix A

Below is the list of specific projects to be delivered upon by the end of Q3 of FY24. Transition Management (TM)

Project Name	Start Quarter	Finish Quarter	TM Complete	Level of TM
Industry Tools Long/Near term strategy	FY24 Q1	FY24 Q2	Q2	Medium
Factory Incident Report (FIR)	FY23 Q4	FY24 Q3	Q3	High
Rating Methodology Updates	FY24 Q2	FY24 Q4		Low
Remediation stabilization including SIP sunseting, T2 remediation expansion, and SOP finalization	FY24 Q2	FY24 Q2	Q2	High
ZT Framework	FY24 Q2	FY24 Q2	Q2	Low
Industry tool Deployments (FEM 4.0, SLCP 1.6, etc)	FY24 Q2	FY25	FY24 Q3	As needed
Enhanced Due Diligence Proof of Concept TM Planning	FY24 Q1	FY25	FY24 Q3	Medium
Escalation Policy	FY24 Q2	FY24 Q3	Q3	Medium

TM Lead generally includes:

- A. Understanding the full impact of the program including risks, transition management needs and identifying key stakeholders;
- B. Understanding connections to other projects;
- C. Lead efforts to coordinate rollout with other workstreams;
- D. Building communications and trainings; and
- E. Support the project owner in the facilitation of trainings and alignment meetings.

Communications (Comms) Support generally includes the following:

- A. Project owner will provide information about the program and stakeholders that are impacted.
- B. Contractor will support by drafting necessary communications and coordinating legal/comms review if needed.
- C. Training materials and delivery will be completed by project owner.