

EXHIBIT A
SAMPLE STATEMENT OF WORK

STATEMENT OF WORK

1. **Master Services Agreement:** A certain Master Services Agreement ("MSA") was executed by and between the Customer and the Supplier, or one or more of their respective Affiliates, on [REDACTED]. This Statement of Work ("SOW") is subject to the MSA. Terms capitalized herein but undefined shall have the definitions assigned them in the MSA.

This SOW is effective beginning on [DATE] ("**Effective Date**") and will remain in effect until [DATE/CONTINGENCY] [("Expiration Date")], unless terminated earlier in accordance with the MSA. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW, the MSA, and any applicable purchase order ("PO"). This SOW is not a PO.¹

2. **Defined Terms:** For purposes of this SOW, the following terms shall have the following meanings:

"[DEFINED TERM]" [TEXT OF DEFINITION].
"[DEFINED TERM]" [TEXT OF DEFINITION].

3. **Scope of Work:** [PROJECT SUMMARY].
4. **Specification:** [DETAILED DESCRIPTION OF THE SERVICES AND/OR PRODUCTS TO BE PROVIDED].
5. **Deliverables and Work Schedule:** The relevant deliverables ("Deliverables" and each, a "Deliverable"), work schedules, milestones, completion dates, and related terms associated with this SOW are set forth herein.

- i. **Deliverables:** The relevant Deliverables associated with this SOW are as follows:

Line Item	Quantity	[Good/Product] [or other] [Deliverable]	Delivery Date	Delivery Location
1.				
2.				
3.				

- ii. **Work Schedule:** The relevant tasks, milestones and completion dates are as follows:

Line Item	Task	Completion Date
1		

¹ Note to MG: The PO form should reference the Contract Documents, and specifically not accept any terms or conditions offered by Supplier on a quote or proposal.

2		
3		

[For Services which contemplate the delivery of fixed priced, project based work and timely delivery is critical to the overall success of the project (e.g. software development services, system or application implementation, etc.), the Contract Manager may consider incorporating language here which provides for credits should Supplier fail to complete the project deliverables by the stated dates. For suggested language, please contact Legal.]

6. Personnel: [NAME AND/OR TITLE/SKILL LEVEL AND HOURLY RATE. *ALL REFERENCED SECTIONS IN THE SOW TEMPLATE WILL NEED TO BE REVIEWED AND ALIGNED WITH THE APPROPRIATE SECTIONS IN THE APPLICABLE MSA.]
7. Pricing [Time and Materials Estimate: [ESTIMATE IN US DOLLARS OF ALL TIME, MATERIALS AND EXPENSES, ASSUMPTIONS, DEPENDENCIES OR LIMITATIONS. Fixed Fee: [STATE FEE AMOUNT IN US DOLLARS, MATERIALS TO BE PROVIDED, WHETHER TRAVEL OR OTHER EXPENSES ARE INCLUDED AND ANY ASSUMPTIONS, DEPENDENCIES OR LIMITATIONS.

Item	Price [Per Unit/[Other]]	[Cost Structure]
Total:		

[SUGGESTED LANGUAGE TO INCLUDE WHEN TRAVEL AND RELATED EXPENSES ARE ANTICIPATED: *Travel and related expenses must be preapproved in writing by Customer prior to Supplier making the expense, and will be reimbursed to Supplier with the appropriate support documentation. In incurring travel and related expenses, Supplier shall conform to Customer's travel policies and procedures. Supplier will not charge Customer for travel time for pre-approved trips.*]

8. Assistance by Customer: []
9. Schedules. The following Schedules to the MSA are deemed applicable to the SOW, and shall govern this SOW as if incorporated into the SOW: [Delete Schedules not required for this SOW]
 - i. [Schedule A: Data Processing and Data Security Addendum \(Global DPA\)](#)
 - ii. [Schedule A: Data Processing and Data Security Addendum \(US only\)](#)
 - iii. [Schedule B: Release and Affidavit](#)
 - iv. [Schedule C: Supplier On Site](#)
 - v. [Schedule D: Travel](#)
 - vi. [Schedule E: Requirements for Information Security Program](#)
 - vii. [Schedule F: Non-US Supplier](#)
 - viii. [Schedule G: Volume Discount](#)
 - ix. [Schedule H: Subvendors/ Subcontractors](#)

- x. [Schedule I: Pre-Screening](#)
- xi. [Schedule J: Intellectual Property Terms and Conditions](#)
- xii. [Schedule K: Confidentiality and Privacy Terms and Conditions](#)
- xiii. [Schedule L: Business Continuity Planning](#)
- xiv. [Schedule M: VMS Process and Conversion](#)
- xv. [Schedule N: Service Level Agreement](#)
- xvi. [Vendor Code of Conduct](#)
- xvii. [Exhibit A: Statement of Work](#)

10. **Subcontractors:** The following subcontractors are pre-approved in compliance with Schedule H to the MSA: [SUBCONTRACTOR NAMES] [IDENTIFY ANY SUBCONTRACTORS WHO HAVE BEEN APPROVED BY CUSTOMER]
11. **Other SOW-Specific Terms and Conditions:** [FOR ENGAGEMENTS INVOLVING PII, SEE **EXHIBIT B BELOW**]
12. **Acceptance Criteria:** [IDENTIFY ANY SPECIFIC ACCEPTANCE CRITERIA IN ADDITION TO THOSE INCLUDED IN THE GTCS, IF ANY.]
13. **Services Coordination:** Each Party designates the following persons as authorized representatives assigned to serve as the primary point of contact for communication, issue escalation, contract administration, acceptance of Deliverables as set forth herein, and other related matters.

Customer's Authorized Representative	Email Address
Supplier's Authorized Representative	Email Address

14. **Change Management Procedure:** The scope of work, specification, Deliverables, pricing, and other terms specified in this SOW shall not change in any material aspect, except where approved by both Parties using the following process:
 - 14.1 **Review Process.** The Supplier and Customer authorized representatives will review an issue and determine mutually that a resolution will lead to a change in scope, defined as a change that will have material impact on work scope, key tasks, work schedule, deliverables, acceptance criteria, cost, staffing, or other terms of the SOW.
 - 14.2 **Change Request.** The proposed change is documented in a written project change request (“**Change Request**”), including the impact on project scope, work schedule, cost and so forth. The Change Request shall be made in the format attached to this SOW, as [Exhibit A](#).
 - 14.3 **Approval and Signature.** The Change Request is reviewed by the applicable Customer program lead and approved by obtaining the signature of authorized representatives of Customer and Supplier on the Change Request form. A Change Request is signed by both Parties and becomes part of this SOW by this reference herein.
15. **Supplier Performance:** If all or part of Supplier’s performance under this SOW occurs after the expiration or termination date of the MSA, then the terms and conditions of the MSA shall

continue to govern the Parties performance until the obligations under the MSA and this SOW have been completely discharged.

16. **Integration:** This SOW is the final, complete, and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes all prior discussions and agreement between the Parties with respect to such subject matters. No modification of or amendment to this SOW, or any waiver of any rights under this SOW will be effective unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this SOW the date first above written.

MoneyGram Payment Systems, Inc.

[SAMPLE, DO NOT SIGN]

Signature

By:

Its:

Signature

By:

Its:

EXHIBIT A

CHANGE REQUEST FORM

To Be Completed by Customer

Business Unit: _____ Change #: _____

Project Name: _____ SOW #
and Date: _____

Supplier Name: _____ Supplier SOW Manager Name: _____

Requester's Name: _____ Phone #: _____ Date: _____

Description/Reason for Change:

Benefits of Change:

Costs of Not Doing Change: _____
Related Change Requests: _____

Priority: High Medium Low

To Be Completed by Supplier

Items Impacted	Description of Impact (Scope, Cost, Schedule, other)
(add rows to Items list as needed)	

Risk Severity Impact: High Medium Low

Time to Complete this Change: _____

Cost of this Change: _____

ACCEPTANCE or REJECTION

Customer

Acceptance ()

Rejection ()

Approved By: _____ Date: _____

Title: _____ Rejection Reason: _____

Supplier Acceptance

Approved By: _____ Date: _____

Title: _____

EXHIBIT B

Description of Data Transfer

1. Categories of data subjects whose personal data is transferred

The categories of data subject transferred are data exporter's (e.g. employees, customers, suppliers, agents etc.)

Categories of personal data transferred

The categories of personal data transferred are

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

The frequency of the transfer shall be on a continuous basis for the duration of the agreement between MoneyGram and Supplier.

Nature of the processing

Purpose(s) of the data transfer and further processing

As provided for in the agreement(s), including Statement of Work between MoneyGram and Supplier.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The personal data will be retained for the duration of the agreement between MoneyGram and Supplier and as further provided under the agreement between the parties.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

The subject matter, nature and duration of the processing by (sub-) processors shall be in accordance to the terms of the agreement between MoneyGram and Supplier.