

## **TRUSTPILOT & OMD GROUP STATEMENT OF WORK**

This Statement of Work is entered into between Trustpilot A/S and OMD Group ("Agency") as further identified below as of 22<sup>nd</sup> February 2022, (the "Effective Date"). Except as otherwise provided below, this Statement of Work shall be governed by the terms and conditions of the Agreement for Marketing Services entered into by Trustpilot A/S and the agency on 7<sup>th</sup> February 2022 (the "Agreement").

Trustpilot appoints the Agency to carry out, and the Agency agrees to provide, the Services to Trustpilot in the United Kingdom, Northern Ireland, the Isle of Man, Channel Islands and Italy including, strategy, advertising on the worldwide web or any other globally accessible medium, during the Term (unless otherwise specified), in accordance with this Statement of Work.

### **1. Agency:**

OMD Group (Manning Gottlieb OMD and OMD Italy)

### **2. Contact Information:**

	<b>"Trustpilot A/S"</b>	<b>"Agency"</b>
Contact Name:	Alicia Skubick	Oli Cooper
Address:	5 <sup>th</sup> Floor, The Minster Building, 21 Mincing Lane, London, EC3R 7AG	Bankside 3, 90-100 Southwark Street, London, SE1 0SW
Email:	<a href="mailto:ask@trustpilot.com">ask@trustpilot.com</a>	<a href="mailto:ocooper@manninggottliebomd.com">ocooper@manninggottliebomd.com</a>

### **3. Term and Termination:**

The Services to be rendered under this Statement of Work shall commence on 22<sup>nd</sup> February 2022 and shall be completed no later than 31<sup>st</sup> December 2022. This Statement of Work may be amended or extended with the issuing of a new agreement setting out the new terms.

Upon the termination of this Statement of Work and payment by Trustpilot A/S of all items properly chargeable to Trustpilot A/S hereunder, the Agency will give Trustpilot A/S all reasonable co-operation in transferring, subject to the approval of third parties where required, all reservations, contracts and arrangements with media or others for space, time or materials yet to be used and all rights and claims thereto.

### **4. Description of services/deliverables to be provided under this statement of work**

#### **a) Recommended strategic approach for Trustpilot brand activity**

The UK agency will deliver an overarching media strategy recommendation based on key challenges and opportunities identified

This includes:

- Initial recommendation on budget allocation between UK and Italy
- Use of proprietary and industry tools to carry out market, competitive and audience analysis

- Analysis of Trustpilot documents such as research, brand tracking or audience segmentations
- Liaison with any 3<sup>rd</sup> party agencies that Trustpilot are working with

b) Media planning

Using the strategic approach to inform the role and budget split for each channel, the agency will craft detailed plans by media channel for Trustpilot's UK and Italy activity.

This includes:

- Planning across all offline and online media channels, except SEM
- Use of proprietary and industry planning tools and any other relevant systems (e.g. Multi-Screen optimiser, ComScore)
- Rationale for investment by channel / media owner
- Flighting recommendations
- Audience targeting recommendations
- Communication of all creative requirements
- Media publisher / media agency contact information for obtaining specification information

c) Media Buying

Upon receipt of the relevant approval and PO, the agency will implement, monitor and report on the agreed media activity

This includes:

- Negotiation and booking across all offline and online media channels, except SEM
- Liaison with the client or relevant creative agency on deliverables
- Campaign set ups (excluding ad operations and adserving)
- Monitoring campaign on an on-going basis and notifying client of any changes in delivery or in-flight recommendations
- Mid and end of campaign reporting
- Post-campaign analysis

d) Funnel analysis

Upon availability of the relevant data, the agency will carry out static and dynamic funnel analysis for both UK and Italy at the end of campaign. The dynamic funnel analysis will be dependent on a feasibility check as sufficient data may not be available to establish relationships between the different metrics.

In order to provide an early indication of campaign success / impact, the agency will carry out casual impact analysis halfway through the campaign for both UK and Italy. This will measure campaign impact against a single, jointly agreed KPI that can be tracked on a regular basis.

For each element above the agency will present a debrief to Trustpilot including relevant media implications.

## **Ad-serving**

Ad-serving is the delivery of online adverts to an end user's computer by an ad management system. The system allows different online adverts to be served in order to target different audience groups and can serve adverts across multiple sites. Ad serving describes the technology which places advertisements on web sites.

All 3rd party ad-serving costs will be passed on to the Client at cost price. A separate fee is charged for Ad Operations services as outlined in Appendix 2.

#### Ad Operations

The Media Agency shall set up and ensure the delivery of the Client's digital media activity through third-party technology providers. All fees will be indicated on media plans as requested by the Client from time to time, and shall be subject to Client prior written approval by the Approver and provision of Client PO. Such fees shall include the Ad Operations cost incurred by the Media Agency

#### Ad Operations tasks include:

- Quality Assurance ("QA") of creatives received from Client from time to time including but not limited to QA of creative specifications and sizes.
- Assigning creatives to placements and ensuring that click-through URLs are working and correct in accordance with the media plan
- Creative targeting set-up – e.g. geographic/domain/time of day /behavioral/re-targeting
- Creative rotation set-up - sequential/best performing/random/ weighted
- Mid-campaign changes to creative rotation and weightings where required to ensure campaign delivery as recommended to us by Media Agency
- Liaison with media owners to check that tracking code is compatible and working correctly on their site/network
- Liaising with media owners to ensure adserver statistics are not showing a large discrepancy with our figures
- Resolution of any ad-serving discrepancies between the adserver and media owner figures
- Post campaign reconciliation of delivery statistics with media owner figures, including the provision of dispute resolution if need arises
- Quality assurance testing of Spotlight / Floodlight / OneTag tags once implemented on client site

#### Timings

Once agreed, this statement of work will commence immediately and continue until the completion of all the deliverables, forecast to December 2022

The agency will require around 4 weeks to carry out the analysis and pull together strategic recommendations and detailed media plans (Deliverables 1+2)

Media booking deadlines for September activity will be early July

Timings for the funnel activity have been supplied separately and will depend on when the campaign finishes and consolidated media data becomes available.

## Out of scope services

Subject to the agreement of fees, OMD Group can make available the following (not limited to) additional services to the client: Performance media including SEM, SEO, Measurement & Effectiveness, Qualitative & Quantitative research, Data & Martech, Events and Sponsorships.

### **5. Payment Terms and Compensation: The following payment terms apply to this Statement of Work:**

#### Fees (Excluding VAT):

- a. Core retainer to cover strategy, planning and account management (see team sheets in appendix 1):
  - UK £145,484
  - Italy €80,198
- b. Commissions set out below to cover specialists:
  - Offline media: TV, OOH, Radio, Print = 2%
  - Digital media: Social, Programmatic, Display, Digital Video/Audio = 8%
  - Media partnerships = 5%
- c. A fixed fee for funnel work:
  - £20k for UK comprising of £4k for static funnels, £10k for dynamic funnels and £6k for casual impact analysis
  - £20k for UK comprising of £4k for static funnels, £10k for dynamic funnels and £6k for casual impact analysis
  - Should dynamic funnel analysis prove to be unfeasible the £10k cost for each country will be removed.

Subject to a valid PO, the agency with invoice Trustpilot on 1<sup>st</sup> of each month for which the services are to be performed, with payment due by Trustpilot within 30 days of receipt.

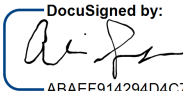
### **6. Additional Terms and Conditions.**

- The Agency shall act in willing co-operation with other agencies and communications suppliers appointed by Trustpilot when developing all communications plans and activities. To enable the Agency to do this, Trustpilot shall use its reasonable endeavours to ensure that its creative agencies and other communications suppliers act in willing co-operation with the Agency.
- The agency and Trustpilot will conduct a regular two-way review of their relationship, initially after 3 months, including the performance of key individuals, other staff from both the Agency and the Client, overall performance, and other subjects as may be deemed relevant. Any resulting changes agreed to the Services, the remuneration or any other aspect of the Agreement shall be agreed in writing.

In WITNESS WHEREOF, the authorized representatives of the parties have executed this Statement of Work as of the Effective Date.

**TRUSTPILOT A/S**

**AGENCY**

By:  ABAEF914294D4C7...

By: \_\_\_\_\_

Name: Alicia Skubick

Name: \_\_\_\_\_

Title: Chief Marketing Officer

Title: \_\_\_\_\_

Date: 24-Feb-2022

Date: \_\_\_\_\_

**APPENDIX 1**

## UK retained resource

**RETAINED TEAM**

AREA	NAME	LEVEL/ROLE	% HOURS	TOTAL HOURS	HOURLY RATE	TOTAL COST
EXECUTIVE LEADERSHIP	Oli Cooper	EXEC BOARD CLIENT LEAD	9%	131	£224	£29,338
			9%	131		
CLIENT TEAM	Stephen Cooke	Business Director	18%	262	£143	£37,553
	Tom Bridge / Sally Rensch	Account Director	18%	262	£108	£28,165
	Saday Lakhani	Senior PB	18%	262	£54	£14,082
	Nicole Logatto	Account Executive	18%	262	£47	£12,205
			70%	1047		
CONSULT	James Rawlings	Strategy Director	5%	75	£143	£10,729
	Shanice Henderson-Quartey	Effectiveness Director	5%	75	£108	£8,047
	Federico Forti	Annalect Director	3%	50	£108	£5,365
			13%	199		
SUB-TOTAL			0.92	1377.57		£145,484

## Italy retained resource

Ruolo	FTE %	Total cost
Client Service Director	8%	8,746
Account Manager	15%	11,714
Digital Supervisor	15%	9,371
Planner Online	30%	16,399
Planner Offline	30%	16,399
Buying Manager	15%	9,371
Ad ops Specialist	15%	8,199
	<b>128%</b>	<b>80,198</b>

## APPENDIX 2

### Ad Operations

The media agency shall setup, manage, optimise and report upon the Client's digital media activity through third party technology providers. The supplier list will change over time depending on task, preference and rate.

Rates for Campaign Manager 360 are below. If Trustpilot opt to use a different adserver then rates will change

Format	Details	Ad Format Summary	CPM - CPC	Campaign Manager Ad Serving Rate	Trafficking	Tag Wrapping Ad Ops Rate	DoubleVerify Technology Rate [incl. viewability, ad fraud and content verification]
<b>BASIC</b>							
Standard Ad-Serving	Max File Size = <10MB	Standard flash ads <10MB, All assets in the creative must be under that limit.	CPM	£0.01390	£0.1200	£0.0350	£0.0425
1x1	CPM	Impression counter (CPM)	CPM	£0.01390	£0.1200	£0.0350	£0.0425
Click Redirect	CPC	Click Counter (CPC)	CPC	£0.00140	£0.0600	£0.0350	£0.0425
<b>RICH MEDIA &amp; VIDEO (Incremental to Standard Ad Serving Charge)</b>							
New Consolidated Advanced Display	(Non-Video)	Rich Media built in Google Studio e.g. In-Page (non-video, dynamic creatives including DCO functionality), expanding, floating or pop-up etc	CPM	£0.06020	£0.1500	£0.0350	£0.0425
New Consolidated Any Video	(Any Video)	Video Rich Media in-ad with video, In-stream VAST video template, VPAID video or Audio	CPM	£0.16050	£0.1600	£0.0400	£0.0900

Data-operations and trafficking timelines:

To allow sufficient time for the above services to be undertaken, we work to the following standard timelines for trafficking campaigns:

- Standard media – 5 working days from receipt of all creative assets and tracking URLs
- Rich Media – 10 working days from receipt of all creative assets and tracking URLs

In the event that changes need to be made urgently, we do offer a rush trafficking service at an additional cost, where campaigns are trafficked in 48 working hours for standard media and 48 working hours for rich media.

Costs for this are as follows:

- Campaigns with under 25 placements and creatives - £375
- Between 25 and 49 placements and creatives - £700
- Between 50 and 100 placements and creatives - £1,000
- Campaigns with over 100 placements and creatives - £1,500

Please note that all the above timelines refer to work carried out by MG OMD, and do not include the time required on the publisher side to set activity live