

WORK ORDER TO MASTER CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

THIS WORK ORDER is issued this 1st day of January 2025 by Octagon Inc. (“Consultant” or “Octagon”) to [REDACTED] pursuant to, and is subject to the terms and conditions of, the Master Consulting and Professional Services Agreement, number CW2695501, entered into on January 1, 2017 between The Martin Agency, Inc. and [REDACTED] (the “Agreement”). All references to “Consultant” in the Agreement shall mean “Octagon” as identified in this opening recital.

1. **SCOPE OF WORK.** [REDACTED] hereby requests Octagon to provide the following strategic, creative, digital and program management resources to support [REDACTED] Liverpool Football Club (“LFC”) global football sponsorship, including hospitality and marketing program activation: (a) Assist [REDACTED] in leveraging the LFC partnership to support business objectives and engage target audiences in key markets; (b) Deliver digital marketing strategy and campaigns utilizing LFC rights and assets to generate revenue, increase global brand exposure, organically integrate [REDACTED] products and services, and engage and recognize employees worldwide; (c) Support the hospitality team for the delivery of LFC hospitality programs; and (d) Develop and execute a LFC focused small to medium business (“SMB”) marketing campaign program that engages Liverpool football fans who are SMB owners by educating them of [REDACTED] services and providing opportunities to interact, digitally and physically, with both [REDACTED] and Liverpool brands.
2. **TASKS.**
 - 2.1. **Strategic Council pertaining to [REDACTED] LFC Sponsorship ([REDACTED])**
 - 2.1.1. Provide strategic council for [REDACTED] football sponsorships, new opportunities in football, subject matter expertise on current and potential rights holders, commercial insights and competitive activity in football, news/issues in the world of football,
 - a. Provide timely insights and implications on major football industry news, insights, and data including but not limited to fixture schedule, new property developments, media rights holders, etc.
 - 2.1.2. Provide LFC Subject Matter Expertise
 - a. Provide guidance for creative reviews to ensure LFC audience credibility
 - b. Provide consultation and recommendations to [REDACTED] regarding compliance with sponsorship partner marketing and brand guidelines
 - c. Provide guidance on managing property and navigating the nuances of its structure
 - 2.1.3. Work Completed by*
 - a. **SVP, Football Consultant** – Advise on all aspects of football and LFC. Provide senior commercial oversight of partnership and maintain most senior level relationship with rights holder. Advise on POVs and broad industry updates
 - (i) 45 hours, [REDACTED]
 - b. **VP, Consultancy** – Advise and coordinate across global client team, ensuring consistency for [REDACTED] against brand objectives. Ensure agency time and scopes are tracking effectively for [REDACTED]. Work with LFC team on sponsorship property relationship management and development of escalation protocols when required.
 - (i) 180 hours, [REDACTED]

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2.2. Sponsorship property strategy development, asset management, coordination, and development of activation plans leveraging LFC property (XXXXXX)

- 2.2.1. Develop and deliver LFC sponsorship strategy and activation plans for 2025, which include the second half of the 2024-2025 season, the 2025 summer tour, and the first half of the 2025-2026 season.
- 2.2.2. Coordinate and develop digital, social, creative and hospitality components of the plan, working with digital strategy, creative planning, creative and hospitality teams, and partner agencies
- 2.2.3. Conduct regular agency-led planning sessions, status meetings, ideation sessions and recap meetings including XXXX stakeholders and other XXXX agencies
- 2.2.4. Liaise and integrate with key internal and external stakeholders including Advertising and Media; Digital; Content; Employee Communications; Customer Communications; CRM; Brand; Business Development; Public Relations; and XXXX Market Segments (hi-tech, automotive, healthcare)
- 2.2.5. Provide strategic insights and data-driven recommendations to engage key target audiences
- 2.2.6. If needed, coordinate existing contractual talent appearances provided within XXXX current LFC sponsorship agreement and liaise with respective talent management team and club on schedule, imagery and merchandise signings
 - a. If additional talent and/or requirements are to be negotiated by Octagon for XXXX activations above what is allocated in the current XXXX LFC sponsorship agreement (e.g. production days, image usage and rights, social posts), including the need for additional hours and/or expertise of Octagon beyond what has been contemplated within this Work Order, additional fees may be required.
- 2.2.7. Lead the development and execution of a marketing campaign targeting LFC fans that are SMB owners while working with creative, strategy, design and production teams on delivery. Elements include but are not limited to:
 - a. Development, scripting and filming of a content piece including cutdowns to be distributed on social media, online video and other forms of media
 - b. Development of messaging to promote this campaign
 - c. Bespoke hosting programs relating to the campaign, and
 - d. Development of an experiential activation aligning with the campaign to further engage LFC fans and SMB Owners

For the avoidance of doubt, the parties shall enter a separate Work Order for the execution of the activation services set forth in this Section 2.2.7 which will require additional staffing and fees.

- 2.2.8. Assist the XXXX hospitality team with planning and managing elements of the operational delivery of XXXX LFC program. Elements include but are not limited to site visits, rights holder management, accreditation process, coordinating a one hour business session which features a speaker discussing relevant business topics for guests, contracting and coordinating speaker appearances, organizing stadium logistics/photographers and on-site presence throughout the program delivery
- 2.2.9. Support employee engagement strategies including:
 - a. Support local European market with utilizing sponsorship assets and tickets for an employee program, as needed
 - b. Develop articles or social posts (merchandise giveaways, engagement sweepstakes, etc.) for internal XXXX employee websites or other internal communications
- 2.2.10. Manage and execute program aspects with partners, including stakeholders, vendors, suppliers, site

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managers

- a. Travel as needed for onsite event support, partner meetings and/or planning sessions
- 2.2.11. Provide vendor budget management, including hiring, securing and paying vendors with [REDACTED] funds as directed, and providing regular budget reporting to [REDACTED] stakeholders.
- 2.2.12. Work Completed by*
 - a. **VP, Account:** Senior account lead ensuring all aspects of work is delivered according to the LFC strategy and providing main senior point of contact for [REDACTED], partner agencies and LFC. Overall responsibility for Octagon team. Oversee development of partner strategy and overall partnership execution. Advise and oversee LFC sponsorship property relationship management and coordination; navigate partnerships within LFC structure. Advise and distribute LFC POV's and updates
 - (i) 360 hours, [REDACTED]
 - b. **Group Director, Account:** Day-to-day lead on partnership management for [REDACTED] and LFC stakeholders. Day-to-day contact for [REDACTED] strategy development and implementation. Lead development of partnership strategy and development. Lead performance management of partnership (KPI's and QBR Support). Oversee delivery of work across creative, strategy, experiential, digital, production and hospitality programs including planning and implementation of assets, oversight of all workstream points of integration. Lead internal account operations including daily management of core team, lead senior client and leadership program documents (Internal updates, POV's, etc.). Key client contact, understanding the sponsorship contracts and rights, liaising with rights holders and spotting opportunities for how to leverage the partnership. Taking and actioning briefs from stakeholders and working closely with the hospitality team to ensure a joint marketing and hospitality program.
 - (i) 720 hours, [REDACTED]
 - c. **Senior Account Manager:** Support Group Director in all aspects of the partnership. Day-to-day lead for LFC relationship including partnership team on new opportunities and problem solving. Day to day contact for [REDACTED] partnership activation. Responsible for integration across club, internal stakeholders including meeting management, driving workstream meetings, status calls, etc. Drive partnership campaign delivery, produce program/activation recaps including flash reports and monthly updates, support development and execution of on-site activations, content shoots, meetings and events. Manage activation against club manuals, toolkits and Q&A docs. Account finance support and billing. Account budget management.
 - (i) 900 hours, [REDACTED]
 - d. **Sr. Account Executive:** Work with the Account Manager in the execution of activations. Day to Day account management support functions including building agendas, call notes and status grids. Lead social tracking, creative tracking, club mark approvals, asset utilization and tracking. Support the development of partnership manuals and [REDACTED] ticket management logistics as needed.
 - (i) 540 hours, [REDACTED]

2.3. Digital content strategy for [REDACTED] owned and LFC partner channels ([REDACTED])

- 2.3.1. Support approved creative football platform for [REDACTED] Partnerships team for LFC in 2025
 - a. Upon receipt of Digital Strategy briefs prepared by [REDACTED] Partnerships team, Octagon will follow the below framework for digital activation:

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(i) Digital Media Planning

- 1 Provide digital media recommendation to inform media agency (Wavemaker) brief. Recommendation to include:
 - (a) Market recommendation; Audience targeting strategy; Channel recommendation (could include programmatic, media partnerships, influencer, etc.); Content ideation; Audience and creative testing; Campaign benchmarking; Develop [REDACTED] organic strategy in support of overall program
- 2 Provide digital football expertise in review of creative concepts
- 3 Review and provide revisions for [REDACTED] strategy for paid media
- 4 Provide recommendations for any dedicated landing page strategy and development

(ii) Digital Media Execution

- 1 If mutually agreed that Octagon will produce creative materials, then Octagon will traffic all creative inventory to internal teams and/or agency media buying team (Wavemaker) designated for media delivery; trafficking will follow an agreed upon naming convention to assist in media tracking
- 2 Confirm content launches with [REDACTED] Partnerships team

(iii) Measurement and Reporting

- 1 Attend weekly meetings and provide strategic consultation on key learnings, insights (creative, audience, channels) and optimizations as needed
- 2 Collaborate with [REDACTED] internal teams and Wavemaker to assist in delivering reporting for the creative platform program including one (1) mid-campaign and one (1) end of campaign recap

2.3.2. 2 Half of 2025 of Planning/Support

- a. Octagon digital team to support [REDACTED] LFC and key agencies in planning for future campaigns, including:
 - (i) Attendance in agency briefings and planning sessions
 - (ii) Social and digital media plan recommendations
 - (iii) Social content ideation
 - (iv) Digital/social asset Best practices
 - (v) Measurement POV's in relation to digital and social assets

2.3.3. Consulting utilizing digital and football expertise

- a. Octagon Digital team to advise on social and digital best practices, how to best utilize LFC assets, and provide regular POV's on ongoing partnership work.
- b. Octagon digital team to aggregate digital data performance in LFC measurement tracking sheet.

2.3.4. Work Completed by*

- a. **Senior Director, Digital Strategy:** Digital strategy oversight. Oversee plans for digital football partnerships and lead digital and social content strategy including utilization of LFC partnership assets, [REDACTED] owned channels and LFC partners. Support of strategic communications with cross-agency stakeholders. Oversee all Octagon-created digital and social programs. Point of contact for digital media agency partners.
 - (i) 180 hours, [REDACTED]
- b. **Associate Director Digital Strategy:** Digital strategy planning and execution lead. Day-to-day contact with [REDACTED] Partnerships team. Develop and present digital strategy efforts to relevant parties. Lead planning and execution for creative platform campaign. Advise on all digital touchpoints, distribution, targeting plans and objective strategy. Lead reporting and insights.
 - (i) 360 hours, [REDACTED]
- c. **Strategist, Digital Strategy:** Digital strategy planning, execution and reporting support. Assist with [REDACTED]

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performance measurement and reporting. Manage social listening tools to inform strategic planning.

(i) 179.95 hours, [REDACTED]

2.4. Creative Services pertaining to [REDACTED] LFC Sponsorship ([REDACTED])

- 2.4.1. Produce and deliver SMB campaign (Unstoppable Spirit) across the LFC partnership that can be implemented across all assets, channels and communications
 - a. Includes all creative and production oversight across three campaign phases, Introductory film, Celebratory player content and SMB Reward focused content
- 2.4.2. Work with internal production team (vetted by [REDACTED] internal EVP process) to produce film content, social cutdowns and facilitate phase 3 deliverables for SMBs, including all necessary film requirements including casting, legend and player liaison and studio shoot requirements.
 - a. Develop creative overview of the program for [REDACTED] and outline key KPI's and success metrics
 - b. If needed, based on brief provided by [REDACTED], research, identify and secure (via contract or release) SMBs to participate in content
 - c. Develop content and scripts for production of content
 - d. Coordinate production with and contract photography and videography vendors
 - e. Lead creative oversight of all photo and/or video production shoots with LFC, inclusive of pre and post production
 - f. Produce three (3) one day shoots with LFC in Liverpool
 - g. Deliver up to three (3) additional assets each per campaign phase tentatively including: Phase 1: 30s Content film, Phase 2: 1 x 2min master, 1 x 30s cutdown, 1 copy breakdown for [REDACTED] campaign site, 3 x social posts to promote Phase 2 content and participating businesses. Phase 3, 60s wrap video, 1 x Social Post celebrating participating SMBs
- 2.4.3. Work closely with LFC partnership team for all approvals across full campaign to get full digital/social support on club channels
- 2.4.4. Manage and oversee all experience requirements that may arise in Phase 3 of campaign, such as match day presentation, match day program and LED. Note this doesn't include design.
- 2.4.5. Develop and plan the next iteration of [REDACTED] SMB targeted marketing campaign for 25/26 EPL season, maximizing the contractual rights in the LFC partnership contract and building on learnings from Unstoppable Spirit activity in 24/25.
 - a. Utilizing the existing campaign idea, develop overall campaign strategy and launch plan inclusive of audience data, property insights and campaign reporting to inform creative direction working with LFC to provide feedback and support where relevant
 - b. Collaborate with [REDACTED] partnerships team to solidify campaign key performance indicators and a measurement framework that will drive [REDACTED] partnership business objectives.
 - c. In collaboration with [REDACTED] and LFC, develop campaign messaging (audience CTA) that will be featured within the campaign in digital, social, web, online video or other avenues encouraging engagement with SMB fans.
 - d. Review current LFC sponsorship agreement and determine which contractual assets to leverage within the campaign and how best to utilize the assets (e.g. first team talent, LFC social campaign and social access, email campaign, matchday program and digital perimeter boards)

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- e. Oversee design and copy for any final launch elements, providing suggestions and expertise as required.
- f. Manage all club approvals related to marketing campaign and launch elements
- g. Manage third-party content production in relation to launch elements
- h. Support accounting and budgeting services including but not limited to budget management, hiring, securing and paying vendors with [REDACTED] funds as directed, and providing regular reporting to [REDACTED] stakeholders
- i. Produce program recaps and measurement documents based on agreed upon KPI's

2.4.6. Work Completed by*

- a. **VP, Strategy:** Senior creative strategy planning lead. Research and provide football and LFC specific insights to support creative positioning and ensure position in line with [REDACTED] business objectives and LFC audience information.
 - (i) 37 hours, [REDACTED]
- b. **Director, Strategy:** Strategic day-to-day on carving out a role for [REDACTED] in football. Lead insights via brand and property audience and data to inform overall platform approach. Inform final brief and any creative asks.
 - (i) 120 hours x [REDACTED]
- c. **SVP, Creative:** Senior creative overview on all [REDACTED] football platform work.
 - (i) 97.5 hours; [REDACTED]
- d. **Director, Creative:** Lead on football positioning work and indicative creative ideas to bring platform to life.
 - (i) 210 hours; [REDACTED]
- e. **Director, Project Management:** Support strategic planning and overall client timelines. Manage creative team time, reporting and budget tracking.
 - (i) 37.5 hours; [REDACTED]
- f. **Director, Creative Design:** Design support on required creative assets and general look and feel
 - (i) 37 hours; [REDACTED]
- g. **Director, Senior Agency Producer:** Oversee content deliverables in line with [REDACTED] EVP process
 - (i) 75 hours; [REDACTED]


3. DELIVERABLES AND WORK PRODUCT







- 3.1. Provide strategic counsel pertaining [REDACTED] football and LFC sponsorships in the form of memos, written POVs, etc.
- 3.2. Manage LFC football sponsorship property relationship and coordination documented with regular status reports, meetings recaps, etc.
- 3.3. Deliver digital content strategy for [REDACTED] owned and LFC partner channels and development and execution of integrated digital marketing campaign.
- 3.4. Deliver SMB Marketing Campaign for [REDACTED] in remainder of 24//25 season on [REDACTED] and LFC partners channels and develop and deliver follow up integrated marketing campaign for 25/26 season in the form of PPT, video, [REDACTED] **Confidential Information**


social content and other presentations.

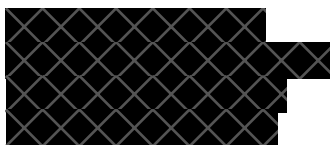
4. TEAM COMPOSITION

# of FTE	Job Titles (or equivalent role)	Hours	Rates/Hr.	Total Cost
0.03	SVP, Football	45		
0.10	VP, Account Strategy	180		
0.20	VP, Account	360		
0.40	Group Director, Account	720		
0.40	Account Manager	720		
0.30	Sr. Account Executive	540		
0.10	Sr. Digital Director	180		
0.20	Digital Manager	360		
0.10	Digital Strategist	180		
0.02	VP, Creative Strategy	37		
0.08	Director, Creative Strategy	120		
0.03	SVP, Creative	97.5		
0.09	Director, Creative	210		
0.05	Director, Creative Design	37.5		
0.02	Director, Project management	37		
0.07	Director, Senior Agency Producer	75		

5. COMPENSATION. In full consideration for the services performed under this Work Order,  shall pay Octagon the following:

- 5.1.  shall be invoiced for a fixed fee incurred in support of this Work Order contingent upon  acceptance of Work Product. The total estimated fees associated with this Work Order shall not exceed \$. An addendum to this Work Order shall be mutually agreed to and executed between  and Octagon prior to any additional work being performed or expenses incurred by Octagon. The parties shall reconcile the project fees under this Work Order in accordance with the terms of the Agreement.
- 5.2. All Out-of-Pocket (OOP) and business travel expenses must be pre-approved by  (on a separate OOP estimate if necessary) and in accordance with the  Octagon Travel and Expense Guidelines as referenced in the Agreement.

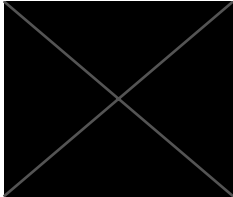
6. INVOICES. All invoices to  for fees or expenses in connection with the services performed under this work order shall be invoiced in accordance with Section 7 of this Work Order and sent to the following:



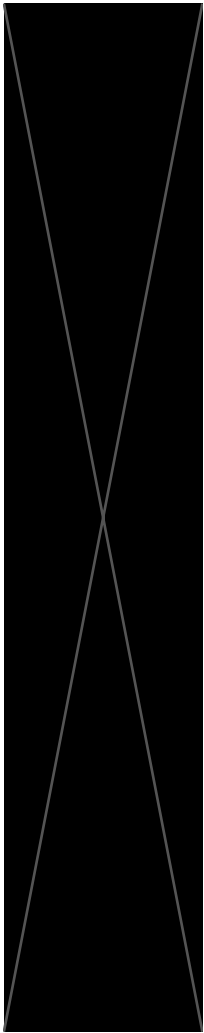
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7. PROJECT SCHEDULE AND MILESTONES:

- 7.1. The term for the services for this Work Order will commence on January 1, 2025, and will end December 31, 2025
- 7.2. Summary of fees by deliverable:

DELIVERABLE	AGENCY FEES
1. Strategic Counsel/Account Management	
2. Account and Asset Management, Coordination, and Development	
3. Digital/Social Content Strategy	
4. Creative Services	
TOTAL	

- 7.3. Project schedule and milestones for deliverables related to fees are set forth below:

PROJECT DELIVERABLE/MILESTONE	DELIVERY DATE	INVOICE DATE	INVOICE AMOUNT
Strategic counsel and account management; asset management and coordination, 2025 activation plan development and delivery, opinion pieces and competitive reports as needed, opportunity spotting.	January	1/15/2025	
Digital: Marketing campaign development and planning, ongoing delivery of digital strategy.			
Creative: Ongoing oversight of US campaign production, including a shoot for Phase 1 content film at end of month. Refinement of creative and script elements for Phase 2 and 3. Production vendor oversight and continued sourcing.			
Strategic counsel and account management; asset management and coordination, 2025 activation plan delivery, opinion pieces and competitive reports as needed, opportunity spotting.	February	2/1/2025	
Creative: Ongoing oversight of Phase 1 content and then Phase 2 shoot management for Feb end. Creative development for Phase 3 content and shoot set up.			
Strategic counsel and account management; asset management and coordination, 2025 activation plan delivery, opinion pieces and competitive reports as needed opportunity spotting.	March	3/1/2025	
Creative: Ongoing oversight and delivery of Phase 2 content Creative development for Phase 3 content and shoot set up and shoot delivery end of March.			
Digital: Marketing Campaign development, ongoing delivery			

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of digital strategy.

Strategic counsel and account management; Asset management and coordination, 2025 activation plan delivery, opinion pieces and competitive reports as needed, opportunity spotting.

April

4/1/2025

Creative: Ongoing creative oversight of production elements for Phase 3 and shooting April start.

Digital: Marketing campaign development, ongoing delivery of digital strategy.

Strategic counsel and account management; Asset management and coordination, 2025 activation plan delivery, opinion pieces and competitive reports as needed (Including post season report), opportunity spotting.

May

5/1/2025

Creative: Delivery of Phase 3 content and campaign wrap up.

Digital: Marketing campaign finalization and launch, ongoing delivery of digital strategy.

Strategic counsel and account management; asset management and coordination, 2025 activation plan delivery, opinion pieces and competitive reports as needed, opportunity spotting.

June

6/1/2025

Creative: Creative development for 25/26 campaign and content.

Digital: Marketing campaign delivery and measurement ongoing delivery of digital strategy.

Strategic counsel and account management; asset management and coordination, 2025 activation plan delivery, opinion pieces and competitive reports as needed (including pre-season report), opportunity spotting.

July

7/1/2025

Creative: Creative development for 25/26 campaign and content.

Digital: Marketing campaign delivery and measurement ongoing delivery of digital strategy.

Strategic counsel and account management; asset management and coordination, 2025 activation plan delivery, opinion pieces and competitive reports as needed.

August

8/1/2025

Creative: Creative development for 25/26 campaign and content. Potential production oversight and delivery of content.

Marketing Campaign: Campaign delivery

Digital: Marketing campaign delivery and measurement ongoing delivery of digital strategy.

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Strategic counsel and account management; asset management and coordination, 2025 activation plan delivery, 2026 activation plan development, opinion pieces and competitive reports as needed, opportunity spotting.

September9/1/2025

Creative: Creative development for 25/26 campaign and content. Potential production oversight and delivery of content.

Marketing Campaign: Campaign Delivery

Digital: Marketing campaign delivery and measurement ongoing delivery of digital strategy.

Strategic counsel and account management; Asset management and coordination, 2025 activation plan delivery, 2026 activation plan development, opinion pieces and competitive reports as needed, opportunity spotting

October10/1/2025

Creative: Creative development for 25/26 campaign and content. Potential production oversight and delivery of content.

Digital: Marketing Campaign delivery and measurement, ongoing delivery of digital strategy, creative insights & trend delivery. Planning for 2026 digital programming.

Strategic counsel and account management; asset management and coordination, 2025 activation plan delivery, 2026 activation plan finalization, opinion pieces and competitive reports as needed, opportunity spotting.

November11/1/2025

Creative: Creative development for 25/26 campaign and content. Potential production oversight and delivery of content.

Digital: Marketing Campaign activity measurement, wrap report and key learnings, ongoing planning for 2026 digital strategy, creative insights & trend delivery.

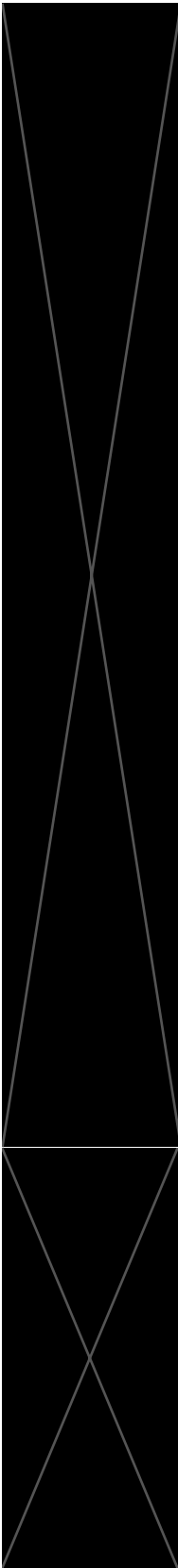
Strategic counsel and account management; asset management and coordination, 2025 activation plan delivery, 2026 activation plan finalization, opinion pieces and competitive reports as needed, opportunity spotting.

December12/1/2025

Creative: Creative development for 25/26 campaign and content. Potential production oversight and delivery of content.

Digital and creative: Ongoing planning for 2026 digital strategy, creative insights & trend delivery.

TOTAL



8. PROJECT MANAGERS

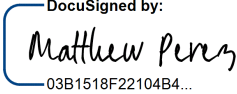
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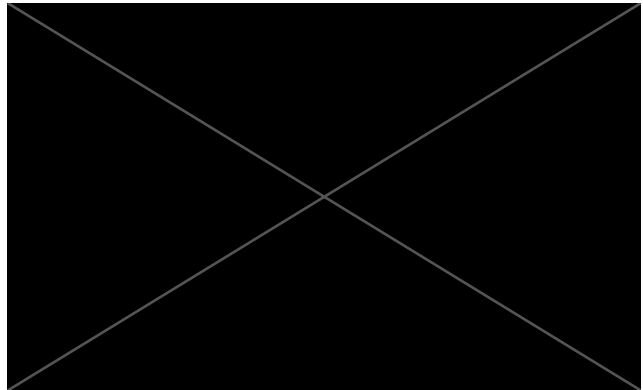
The Work Order manager for [REDACTED]
 The Work Order manager for Octagon is Matthew Perez

9. ACCEPTANCE CRITERIA

[REDACTED] shall evaluate each deliverable within (5) business days after receipt of Work Product and determine whether the acceptance criteria has been satisfied. [REDACTED] and Octagon will work together to determine any deliverables that require more or less than (5) business days for [REDACTED] evaluation. The required [REDACTED] evaluation time will be included in the project plan. If [REDACTED] determines, in its sole discretion, that a particular deliverable satisfies the corresponding acceptance criteria, the date [REDACTED] makes such determination shall be the "Acceptance Date" of that deliverable. If [REDACTED] rejects the Work Product, Octagon shall correct any such deficiencies and will resubmit the Work Product, as corrected, within such time as may be mutually agreed to by [REDACTED] and Octagon. [REDACTED] acknowledges that any delay in approval of a deliverable or if changes are required to a deliverable, may delay subsequent project dates. In the event approvals or changes cause a predicted delay in the production timetable, Octagon will submit a revised work plan to [REDACTED]. Octagon will make every effort to meet strategic objectives for the project within the timeframe and within budget noted above. Satisfaction of the [REDACTED] Work Order Manager must be met.

OCTAGON INC.

Signature:  03B1518F22104B4...
 Name: Matthew Perez
 Title: Vice President
 Date: 2/6/2025 | 2:45 PM PST



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