

Company 1 Contract Number: **ENTER THE COMPANY 1 INTERNAL CONTRACT REFERENCE FOR THIS CONTRACT**

## **STATEMENT OF WORK**

**EFFECTIVE DATE: JANUARY 1, 2025**

Pursuant to Master Services Agreement

made and effective as of May 1, 2006, as amended and modified

(the "Agreement" or "MSA")

Between Company 1 ("Company 1" or "Client")

and Octagon, Inc. (f/k/a Octagon Worldwide, Inc.) a subsidiary of the Interpublic Group of Companies, Inc.

(the "Agency" or "Supplier")

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This Statement of Work ("SOW") is covered by and made pursuant to and subject to, the terms and conditions contained in the Agreement referenced above, which are incorporated by reference into this SOW. Agency offers the following services (the "Services") to Company 1's undersigned parent, subsidiary and/or affiliated company.

**Region/Market/Business Unit Involved:** **NAM SPONSORSHIPS**

**Octagon Office providing Services:** **STAMFORD**

**Title of Project:** Property management support and consultative services for the 2025 Heritage of Pride (HOP) NYC Activation

**Term of Project:** May 29, 2025 – July 15, 2025

### **Understanding and Project Context**

**Nature of the Relationship to be established respecting the Project:** **[Fixed Project Fee]**

**Description of Services:** Agency to provide the following Services to 2025 Heritage of Pride (HOP) NYC Activation

Click or tap here to enter text.

### **Scope of Work:**

1. Heritage of Pride (HOP) NYC Pride activation
  - a. Acting as Join partner/client/agency calls to gain insights on event updates and handle asset management
  - b. Manage budget and tracking for expenses related to the EventDay (The March/Parade) execution
  - c. Manage deliverables/ activation around Parade/The March activation.

- Note: Creative to be sourced and delivered by Company 1
- d. Premiums - Work with MC preferred vendor (Lapine) to secure items for review/approval
  - e. Storage – source storage unit to store premiums and supplies for The March
  - f. Acting as paymaster to Heritage of Pride for corporate circle and March fees
  - g. Acting as paymaster to Heritage of Pride for corporate circle and March fees
2. Parade The March
    - g. Act as on-site lead for The March
    - h. Coordinate MC volunteers onsite for the event
    - i. Attend the parade March training for participants
    - j. Source additional signage elements (flags and banners, creative provided by Company 1)
  3. Premiums
    - k. Work with MC preferred vendor (Lapine) to secure items for review/approval
    - l. Coordinating delivery of staff shirts and bracelets in advance of the event and/or on event day (MC in office deliveries to NYC and Purchase only)

#### SOW Resource Table

Please insert screen shot of finalized staffing plan from the' Company 1-Octagon SOW Resource Table - FINAL'

#### SOW RESOURCE TABLE TEMPLATE

REGION/MARKET: NAM Sponsorships

RETAINER OR PROJECT NAME: 2025 Heritage of Pride (HOP) NYC Activation

DATE OF SCOPE: May 29, 2025 - July 15, 2025

Select Currency of SOW --> USD      # Annual Hours --> 1800      2 <- DO NOT DELETE  
override Europe/Aust to 1680

2025 Staff Plan					100% FTE		FTE Allocation			Total Cost to Mastercard in USD
Name	Salary Location	Level	Title	Billable Hours Per Annum	Hourly Rate Local Curr.	FX Rate	Hourly Rate in USD	# Hours	% Time (Annual)	
Shomari Muwwakkii	US	3	Experiential Manager	1,800				265	15%	
Kyle Johnson	US	7	Vice President	1,800				50	3%	

The allocations of time set forth are estimates of the percentage of the resources' total work time. Actual allocations may vary, but the total Monthly Fee will not vary unless the parties agree otherwise in writing.

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#### **Fee**

In consideration for the Services provided by Agency, Company 1 shall pay a fixed and non-reconcilable fee of ("Fee") invoiced to Company 1 and will be subject to 45-day payment term, according to the following schedule: [Invoice due upon signing]. Agency shall earn the Fee as follows: 100% upon completion of term

#### **Additional Terms**

[If applicable By X date, the Parties shall meet to discuss the staffing, responsibilities and fees for the 202X Contract Year.]

In accordance with the MSA, Agency staff are required to follow Company 1 Code of Conduct and Supplier Travel Policy. Please find links to these policies below.

**Code of Conduct:**\\"

**Supplier Travel Policy:**

Notwithstanding any contrary contractual provisions that might otherwise apply in the MSA or any WO, Company 1 agrees that given the extraordinary effect of Coronavirus on sponsorships, events and activations (any of which, an "Event"): (1) if Company 1 or Octagon elects to cancel or postpone an Event, or if Octagon is prevented from rendering Event services, due to Coronavirus (including but not limited to the Octagon personnel, talent or crew being unable or unwilling to participate due to suspected or actual illness), such cancellation, postponement, or prevention (collectively, "Cancellation") will not be deemed a breach, and Octagon shall use commercially reasonable efforts to mitigate any costs associated with such Cancellation, but Company 1 shall remain liable for any approved fees, costs or expenses due to any third party providers for goods and services provided through the effective date of Cancellation which have been committed to by Octagon to any such third party providers on a non-cancellable or non-refundable basis that were previously approved in writing by Company 1; and (2) Octagon is requiring Event vendors and other companies to comply with all applicable laws including, but not limited to, health and Covid related laws, rules, regulations, orders and ordinances and take commercially reasonable steps to mitigate risks relating to Coronavirus.

That said, the parties acknowledge and agree that Octagon shall not be responsible for Coronavirus related costs, claims and liabilities arising out of the Event; provided, however, the foregoing limitation shall not apply to the extent that any such costs, claims or liabilities result from any of the following: (i) Octagon entering into a non-cancellable or non-refundable arrangement without Company 1's prior written approval, (ii) Octagon failing to use commercially reasonable efforts to mitigate any costs associated with any Cancellation; (iii) Octagon not requiring Event vendors and other companies it engages to comply with all applicable laws, including but not limited to, health and covid related laws, rules, regulations, orders and ordinances or taking commercially reasonable steps to mitigate risks relating to Coronavirus; (iv) any claim arising from the negligence, willful misconduct or violation of applicable law, rule, regulation order or ordinance by Octagon or any person or entity engaged by Octagon to provide goods and/or services for the Event.

#### **Acknowledged and Agreed:**

**OCTAGON, INC.**

Signature: \_\_\_\_\_

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

**COMPANY 1**

Signature: \_\_\_\_\_

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

Title:

Title:

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

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