

## STATEMENT OF WORK NUMBER SIXTY

Brand Partnership & Activation Teams FY2023

This STATEMENT OF WORK NUMBER SIXTY between Octagon, Inc. ("Company") and [REDACTED] ("[REDACTED]"), is effective as of April 1, 2023, and will continue in full force and effect through March 31, 2024. This Statement of Work is incorporated into and subject to the terms of the master services agreement between [REDACTED] and Company dated July 22, 2013, as amended (the "Agreement"). Capitalized terms used in this Statement of Work but not defined have the meaning ascribed to those terms in the Agreement. In the event of a conflict between this Statement of Work's terms and the Agreement's terms, the Agreement's terms will control.

### 1. Project Overview

Company shall provide agency services to [REDACTED]'s Brand Partnership & Activation Team for the management, marketing and sponsorship consulting for FY2023 brand activations collaborating with [REDACTED] in the development of [REDACTED] promotional platform and turnkey program/event management.

### 2. Schedule

- 2.1. Start Date: April 1, 2023
- 2.2. End Date: March 31, 2024

3. Location(s) of Services: Atlanta, GA; New York, NY; Stamford, CT; Portland Oregon and other agreed upon locations

4. Description of Project Scope. Company shall provide the following Services:

#### 4.1. Company Staffing

- 4.1.1. Provide the number of full time equivalents ("FTEs", where 1 FTE is defined as 1,800 hours of Services per year) indicated in the schedule attached as Exhibit 1, dedicated to providing the Services in accordance with the staffing plan set forth therein ("Staffing Plan").
- 4.1.2. In coordination with [REDACTED] monitor and evaluate the Staffing Plan on an ongoing basis. No changes in staffing will be made without [REDACTED]'s prior written consent. Company shall:
  - a. Provide to [REDACTED] within 15 days of the end of each quarter, a report detailing project hours for the quarter that includes: (i) total Company hours dedicated to Services for [REDACTED] during the quarter; and (ii) total hours spent by each Company employee on [REDACTED] projects during the quarter;
  - b. Provide [REDACTED] with ongoing, detailed status reports that include all activities that Company is performing on [REDACTED]'s behalf and assignments to each individual on the Staffing Plan;
  - c. Schedule and attend a meeting with [REDACTED] approximately 180 days after the Start Date to review the Staffing Plan; and
  - d. Promptly notify [REDACTED] if any dedicated staff is less than fully utilized. If Company provides such notice, or [REDACTED] otherwise determines that any dedicated staff have not been fully utilized, then [REDACTED] may propose additional Services to which Company shall dedicate the underutilized staff for no additional fee,

such that the full number of FTEs is met.

#### **4.2. Budget Management**

- 4.2.1. Assist in the management of various program budgets including, but not limited to, sponsorships, partnerships, brand activations, brand campaigns, integrated marketing campaigns, influencer programming sponsorship valuations and esports programming and Activations
- 4.2.2. Pay program expenses as directed by client, subject to Company's prior receipt of funds

#### **4.3. Research Reports.** Provide support to the [REDACTED] Brand and Activations team by developing educational material to support key initiatives

- 4.3.1. A maximum of two (2) detailed report will be created to showcase either competitive activation in markets or specific focus areas in need of research and strategy (such as the "Landscape of the Fashion Industry" or another category of interest like football, basketball or other sport landscape, etc.)
  - a. Report focus area and delivery date of the report(s) will be determined by the client and agreed upon by both parties prior to working commencing.
- 4.3.2. No later than one week before delivery date, Company shall provide a draft of the report to [REDACTED] for review and comment before it is finalized.
- 4.3.3. Participate in internal brainstorms as needed with [REDACTED]

#### **4.4. Events Team Support.** Provide support to [REDACTED] events team across select large and small scale event executions as outlined as follows:.

- 4.4.1. Provide support to events team with research, ideation and execution of up to four (4) "small scale" activations (each an "**Event**") to support brand goals including branded events and games launches. These are Events that require no more than one Company staff member and do not require specific expertise or skill level to activate.
- 4.4.2. Support [REDACTED] events team in brand activation concept development and overall ideation for "large scale" branded events and title launch events. "Large scale" events require more than one (1) person to execute, require specific skill sets and expertise to activate and require additional staffing hours that are above and beyond what has been contemplated for this SOW. Once Company is formally briefed by [REDACTED] the deliverables for each concept presented will include initial white paper concepts, and refined presentation if required. Any further deliverables, including execution elements approved as a result of Company's ideation under this Section 4.4.1., may require a separate statement of work if responsibilities exceed what is outlined within this SOW, or if duties exceed capacity that will be required.
- 4.4.3. Provide administrative functions to support [REDACTED] Events team including but not limited to:
  - a. Creation and development of decks to secure internal/external support for activations ideas for approval
  - b. Development of project/activation timelines
  - c. Project management of [REDACTED] activations as needed
  - d. Assist in budget development of potential activations

- e. Communicate as necessary on behalf of the [REDACTED] events team to various [REDACTED] regional teams
- 4.4.4. Assist in Event execution including but not limited to:
  - a. Conducting venue or accommodations research to support potential activations.
  - b. Researching local ordinances for permitting purposes
  - c. Filing permits as required for activation.
  - d. Ordering premiums
  - e. Researching, securing, contracting and payment of vendors to support [REDACTED] Brand Team activations
- 4.4.5. Support in vehicle fleet management, movement and logistics of [REDACTED] Vehicle Fleet,
  - a. Work with [REDACTED] to ensure that all vehicle paperwork is continually up to date including but not limited to emissions testing, taxes and insurance
  - b. Advise [REDACTED] on any taxes or maintenance that may be required for vehicles
  - c. At SIE's direction, identify, hire, contract, liaise and pay vendor to support repairs, fabrication, graphics installation/removal, storage, logistics or other vehicle needs as required to prepare the vehicle's for [REDACTED] event usage
  - d. If required, assist in the transportation of vehicles to event site(s) either by hiring a transport vendor, or ,if possessing the required licensing, utilizing Company employees to transport vehicles
- 4.5. [REDACTED] **Integrated Marketing Team Activation Support.** Support the team as needed in the execution of up to four (4) small scale brand campaigns, including applicable Events
  - 4.5.1. Travel as needed to support activations
  - 4.5.2. Ensure product placements and integrations during Event activations follow [REDACTED] guidelines
  - 4.5.3. Serve as on set technical support for production teams as needed
- 4.6. **Brand Partnership Concept Development, Ideation Research & Strategy.** Provide support to [REDACTED] Brand Partnership group in the ideation and development of large-scale brand partner concepts including:
  - 4.6.1. Support [REDACTED] in brand partner concept development and overall ideation for large scale brand partnerships.
  - 4.6.2. Support [REDACTED] in prospecting to determine the proper brands and/or people within brands/categories to provide outreach for potential programming
  - 4.6.3. Develop decks that creatively support the ideas presented by Company, and approved by [REDACTED] to pitch to relevant brand partners.
  - 4.6.4. Participate in internal brainstorms with [REDACTED] as requested
  - 4.6.5. Participate in mutually agreed upon discussions and pitches with potential brand partners, including attending initial partner meetings and/or internal or external partner brainstorms.

- 4.6.6. Support █ in the development of forward plans or recaps as needed to present to internal or external stakeholders showcasing future plans and/or specific programs, their marketing plans, KPI's and overall program results.
  - 4.6.7. Support █ in ideation and concept creation for up to two (2) brand campaign activations or title launches beyond work for the Brand Partnership & Activation Team. Once Company is formally briefed by █ the deliverables for each will include initial white paper concepts, and refined presentation if required. Any further deliverables, including any budget or execution elements approved as a result of Company's ideation under this Section 4.6.7. may require a separate statement of work.
- 4.7. **National Basketball Association (“NBA”) and Women’s National Basketball Association (“WNBA”)**. Support █ relationship with the NBA and WNBA including assisting in the management and execution of marketing, hospitality, and experiential programs in connection with the █ league sponsorship:
- 4.7.1. Advise and assist █ Sponsorship team on the on the day to day strategy and management of its NBA and WNBA sponsorships ensuring that all assets are utilized effectively and within NBA and WNBA property guidelines
  - 4.7.2. Provide sponsorship support as directed, including but not limited to participating in weekly calls, taking meeting notes, determining action items, developing asset trackers, and supporting activation conversation with partners and key stakeholders
  - 4.7.3. Manage ongoing activation programming and hospitality budgets, as requested, while providing timely update reports.
  - 4.7.4. Support an Event activation at one NBA and WNBA “jewel event” as needed, which may include but is not limited to, event activation, management and support; program budget management; researching and securing venues, production company services, content capture services, and content delivery of raw files to █ designated creative agency If activation is elevated and designated as a large scale event requiring additional resources exceeding what is outlined within this SOW, a separate statement of work may be required.
    - a. “Jewel events” are defined as marquee tent pole events within the season such as Draft, All Star Weekend, Summer League, In season Tournaments, Playoffs and Finals
    - b. Company shall not begin work on the development and strategy of jewel event activations until a detailed brief has been provided by █
    - c. If required for activation, Company shall obtain releases securing sites where the any footage will be filmed as part of content capture services. Such releases will include all landmarks, signage, artwork, sculptures and buildings.
  - 4.7.5. Assist with onsite programming, including experiential activation and marketing, and executive and guest hospitality;
  - 4.7.6. Submit a detailed sponsorship wrap-up report within 30 days of the completion of an applicable event;
  - 4.7.7. Advise as requested on any sponsorship contract discussions with all involved

entities (i.e. NBA, NBA Global, NBAP, N2KL); and

- 4.7.8. Oversee valuation process of the NBA sponsorship and manage Futures agency project work to determine media valuations of properties. There will be an incremental fee for all Futures valuations project work and reports.
- 4.8. **Local and Regional Sponsorship Support.** Provide support for [REDACTED]'s local market and regional sponsorships, UEFA Champions League, MLSE, various Esports sponsorships and other sponsorships that may be signed during the term hereof:
  - 4.8.1. Advise on the negotiation, strategy, development and execution of sponsorships that may be entered into during the term
  - 4.8.2. Advise in the development of strategy and activation plans for local and regional sponsorships as needed
  - 4.8.3. Assist with onsite support and execution of up to two (2) Events related to sponsorships as needed
  - 4.8.4. Share best practices in the sponsorship space as requested
  - 4.8.5. Provide sponsorship support as directed, including but not limited to weekly call participation, meeting notes, and determining action items
  - 4.8.6. Assist in the sourcing and production of premium items to be used in support of sponsorship activations
  - 4.8.7. Conduct sponsorship valuations upon request at the below incremental fees set per size.
    - a. [REDACTED] for valuations between [REDACTED] and [REDACTED] for valuation between [REDACTED], [REDACTED] for valuations over [REDACTED]. Fee will be mutually agreed upon for any proposals under [REDACTED].
  - 4.8.8. Oversee valuation process of local sponsorships and manage Futures agency project work to determine media valuation of sponsorships upon request. There will be an incremental fee for all Futures valuations project work and reports.

5. **Payment Schedule & Fees.** Company's total fee for the Services described in this Statement of Work is [REDACTED] based on details set forth in Schedule 1 attached hereto and incorporated herein.

- 5.1. Company will earn a fixed and non-reconcilable fee of [REDACTED] evenly throughout the term,
- 5.2. Company will invoice the Brand Activation and Sponsorship group [REDACTED] from April 2023 through July 2023, and [REDACTED] from August 2023 through March 2024.
- 5.3. Additional fees require an executed change order or a new agreement. All payments are subject to [REDACTED]'s acceptance of the Deliverables associated with such FTE provided Services according to the Agreement's terms.

6. **Expenses.**

- 6.1. **Generally.** [REDACTED] will only reimburse expenses outside of the fees detailed in Section 5 if the expenses are: (i) approved in advance and in writing by [REDACTED] personnel at the director level or above, (ii) consistent with [REDACTED]'s Vendor Travel Billing Policy and (iii) incurred in connection with the performance of Services. Company must submit supporting documentation in accordance with [REDACTED]'s instructions and its Vendor Travel

Billing Policy before [REDACTED] will reimburse expenses.

- 6.2. **Specific Expenses.** Certain expenses that Company may incur in providing Services may be identified in Schedule 3 to this Statement of Work as being reimbursable ("Specific Expenses"). [REDACTED] shall reimburse Company for Company's actual, out-of-pocket Specific Expenses, with no mark-up, up to the maximum amount set forth in Schedule 3; provided that where [REDACTED] pre-approves a vendor that is a subsidiary or division of Company, those expenses may include an industry-standard commission and profit. In seeking approval for any vendor, Company shall inform [REDACTED] if the vendor is a subsidiary, division, or affiliate of Company or Interpublic Group. With respect to Specific Expenses that are intended to cover Company's third party vendor expenses, such vendors will be paid only upon Company's receipt of funds from [REDACTED] and [REDACTED]'s approval of the vendor's services (which approval may be given by email). Company shall not be liable to [REDACTED] or any third party vendor for delays in paying such third party vendor expenses that are due to [REDACTED]'s failure to timely provide such funds to enable to Company to reasonably pay such third party vendors when payment is due.
- 6.3. **Expenses Cap.** The maximum amount of expenses that [REDACTED] will reimburse under this SOW is the General Expenses Cap set forth in Schedule 3 plus, for each type of Specific Expenses forth in Schedule 3, the Cap for those Specific Expenses.
7. **Invoices.** Company shall invoice [REDACTED] in accordance with the schedule in Schedule 2 attached hereto, the Agreement's section 4 after [REDACTED]'s receipt and acceptance of Services in accordance with the Agreement's section 5.2; except for Specific Expenses, for which Company shall invoice [REDACTED] and issue reconciliation payments, if any, as set forth in Schedule 2. Invoices and payments must be sent per the Agreement's section 4.
8. **Points of Contact**  
[REDACTED]

Company: Matt Perez, Vice President; <mailto:matthew.perez@octagon.com>

Lou Kovacs, President; [lou.kovacs@octagon.com](mailto:lou.kovacs@octagon.com)

#### 9. Additional Requirements.

- 9.1. Should [REDACTED] request additional services, including but not limited to activation support for additional events, during the term of this SOW and duties exceed what is set forth herein, Company will advise [REDACTED] on adding additional staffing at an additional cost. Company shall not initiate any additional services until an amendment or a new statement of work is executed by the parties.
- 9.2. Company shall conduct all live, in-person, or on-site work under this SOW in compliance with all applicable laws, local health and safety regulations, and any health and safety protocols or guidelines provided by [REDACTED]
- 9.3. Notwithstanding any contrary contractual provisions that might otherwise apply in this SOW, [REDACTED] agrees that given the extraordinary effect of Coronavirus on sponsorships, events and activations (any of which, an "Event"): if [REDACTED] or Company elects to cancel or postpone an Event or is prevented from rendering Event services due to Coronavirus (including but not limited to Company 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 of this Agreement, and Company shall use all commercially reasonable efforts to mitigate any costs associated with such Cancellation. In the event of a Cancellation,

█ shall remain liable for any approved fees, costs or expenses due to Company and third party providers for goods and services provided through the effective date of Cancellation and for any costs which have been committed by Company or third party providers on Company's behalf on a non-cancellable or non-refundable basis.

**EACH PARTY HAS CAUSED ITS DULY AUTHORIZED REPRESENTATIVE TO SIGN THIS STATEMENT OF WORK.**

Octagon, Inc.

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

DocuSigned by:

Matt Perez

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

Title: \_\_\_\_\_ Vice President

[NEITHER AN OFFER NOR AN AGREEMENT UNTIL EXECUTED BY BOTH PARTIES]

**Schedule 1**  
**Staffing Plan & Agency Fees**

Staff Level	FTE	Total
Vice President - [REDACTED]	10%	[REDACTED]
Group Director* - [REDACTED]	40%	[REDACTED]
Account Director* - Experiences - [REDACTED]	50%	[REDACTED]
VP, Creative Planning* - [REDACTED]	5%	[REDACTED]
Group Director Art - [REDACTED]	20%	[REDACTED]
Creative Director Copy - [REDACTED]	20%	[REDACTED]
<b>TOTALS</b>	<b>145</b>	[REDACTED]
2023 Efficiency discount from current Pride SOW		[REDACTED]
2023 Total		[REDACTED]

\*Or Equivalent

**Schedule 2**  
**Agency Fee Invoicing Schedule**

Monthly Invoice Schedule (Brand Activations and Partnerships)	
Month	Invoice amount
April 2023	[REDACTED]
May 2023	[REDACTED]
June 2023	[REDACTED]
July 2023	[REDACTED]
August 2023	[REDACTED]
September 2023	[REDACTED]
October 2023	[REDACTED]
November 2023	[REDACTED]
December 2023	[REDACTED]
January 2024	[REDACTED]
February 2024	[REDACTED]
March 2024	[REDACTED]
<b>TOTAL</b>	[REDACTED]

**Schedule 3**  
**Agency Expenses**

General Expense Cap will be [REDACTED] to cover all agency travel and general office expenses attributed to servicing [REDACTED]'s business during the schedule. Agency will invoice [REDACTED] on a monthly basis for the expenses related to its programming.