

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:** **COMPANY 1 NORTH AMERICA SPONSORSHIP**

**Octagon Office providing Services:** **STAMFORD, CT**

**Title of Project:** **2025 Company 1 N. America Sponsorship Retainer**

**Term of Project:** January 2025 – December 2025

**Understanding and Project Context**

**Nature of the Relationship to be established respecting the Project:** **Monthly Fixed**

**Description of Services:** Agency to provide the following Services to US Sponsorship team:

2025 NAM sponsorship strategy, consultation, execution, fulfillment, and management support for Company 1's US sponsorship practice including partnerships, ambassadors and venue relationships across core passion verticals team sports, golf, music, health and wellness, arts and culture, culinary, esports and asset management.

**Scope of Work:**

**U.S. Account Management & Sponsorship Strategy**

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1. Lead development of Sports & Entertainment sponsorship strategy to support Company 1 Brand, Consumer, Issuer, Merchant and B2B objectives

2. Oversee Sponsorship account team, providing inter-agency integration, staff and Client overall program management across all passion verticals
3. Collaborate with Global Sponsorship team to share best practices, Global asset offering, and key learnings and leverage resources
4. Support Issuer and Merchant Marketing initiatives involving sponsorship and other experiential Marketing efforts
5. Oversee rights, activation, and out-of-pocket budgets and reporting across all verticals
6. Help identify and research appropriate Sponsorship properties to meet Company 1's Marketing needs
7. Advise on platform landscape and competitive trends
8. Advise on property negotiations across disciplines
9. Lead U.S. consumer focused strategy development incorporating Sponsorship
  - a. Support U.S. Marketing across segment platforms
  - b. Support U.S. Marketing across campaign integration and Product integration
  - c. Identify properties and partners that align with the strategy
  - d. Assist in presentations and integration of US Sponsorship initiatives
  - e. Integrate other regional properties and concepts for cross-border applications
  - f. Interface and integrate with all U.S. Sponsorship Marketing departments - Communications, Digital, Brand, Consumer Marketing, Product Marketing, Issuer Marketing, Merchant Marketing
10. Facilitate senior management communication pertaining to Sponsorship strategy and planning
11. Support quarterly competitive QBR reporting
12. Oversee communication and information for Company 1 account group including:
  - a. Competitive reports and Marketing trends
  - b. Prepare presentations and other strategic documents on sponsorship programs

#### **Staffing Plan**

Name	Role	Primary Role	%	Primary Location
Arnold Wright	EVP	NAM account lead	60	Stamford, CT
Eileen Waller	SVP	NAM account support	5%	Remote (Maryland)

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.

#### **U.S. Strategy/Innovation & Asset Management**

1. Support 2025 calendar of sponsorship strategy workstreams in partnership with vertical leads – landscape and renewal projects
2. Develop quarterly and End of Year Utilization and Process Compliance Reports
  - a. Pull reports from Spotlight to develop tables and graphs that highlight asset utilization and process compliance measures
  - b. Develop PowerPoint slides to share insights on effective ways to leverage Sponsorship assets in Marketing programs
  - c. Pull report from Spotlight, update pivot tables, highlight orders with dates from past events
  - d. Share individual reports with each property team in the US as well as the Canada region
  - e. Pull report from Spotlight and update pivot tables as well as dates
3. Provide Ad Hoc Reporting
  - a. Pull reports from Spotlight and share with property owners upon request, in circumstances such as approaching events or outstanding approvals
  - b. Create tracking documents for tent pole event assets and notify property teams when tracker is updated
  - c. Update training documents with new Spotlight changes/additions
  - d. Lead training session
  - e. Upload contractual (and incremental) purchased assets

- f. Provide user support to Company 1 Clients and Octagon colleagues in the following departments: Sponsorships, Consumer Marketing, Issuer Marketing, Merchant Marketing, US Markets, additional Company 1 constituents
4. Manage on-site Asset Handling/Management
- a. Monitor accuracy of assets loading and availability
  - b. Exchange emails with Company 1 Clients (Team Sports, Golf, Lifestyle, Issuer/Merchant) to ensure request/approval process runs smoothly and Spotlight information is accurate
  - c. Adjust requestor and approver access
  - d. Manager requests to update fields such as organization and venue
  - e. Share links with teams to request assets
  - f. Update ticket inventory and requests/approvals on the backend to reflect last minute changes
  - g. Order safe and then manage asset storage and distribution on-site
  - h. Run a Spotlight report to check status of all requests and follow up on any outstanding requests
  - i. Ensure appropriate forms (Ticket-Handling and Safe Contents Log) are printed out and utilized
  - j. Discuss upcoming events, Spotlight updates and ongoing projects
  - k. Provide updates on upcoming events and Spotlight items of note, as well as receive feedback on on-going projects
5. Connect with our contacts at Spotlight to troubleshoot any current issues and discuss large upcoming asset uploads and events
- a. Manage Sponsorium
  - b. Manage proposals in portal as well as incoming outreach email notes
  - c. Track information in excel document
  - d. Share excel document with Company 1 Clients
  - e. Field phone calls from prospective Clients
  - f. Facilitate relationship with AP region
  - g. Send polite decline notes
6. Support quarterly competitive reporting
- a. Research top competitors and Issuer/Merchant partners
  - b. Identify key industry trends
  - c. Develop PowerPoint deck that highlights key insights
  - d. Lead development of Company 1 QBR for NAM report
7. Sponsorship Calendar & Ambassador Report
- a. Compile information from property teams in order to update documents that showcase Company 1's current Sponsorship properties and ambassador portfolio
8. Support research & property evaluations
- a. Provide support to the broader Strategy team on various property and ambassador research
  - b. Develop a POV on certain proposals
  - c. Assist with research for broader company, marketing and sponsorship initiatives

Name	Level	Primary Role	%	Primary Location
Noah Kolodny	SVP	MC strategy lead	15%	Stamford, CT
Josh Garrison	Sr. Strategist	Day to day lead NAM strategy	50%	Remote
Jason Trumppour	Senior Acct. Executive	Asset management	30%	Remote
Rocco Babun	Acct. Executive	Asset management	70%	Stamford, CT

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#### US Team Sports Sponsorships

1. Provide strategic insights towards U.S. Team Sports strategy
  - a. Lead all property renewal discussions, senior leadership document development and partnership communication on strategy
  - b. Explore new opportunities and provide recommendations
  - c. Provide industry and cost analysis information and insights and market intelligence
  - d. Interface and lead relationships with key team personnel
  - e. Support cross-functional promotional programming
  - f. Manage inter-agency integration, cross promotion program development
  - g. Deliver consumer, customer and product focused strategy alignment with core properties
  - h. Lead creative ideation for core properties and programming
  - i. Lead on team sports platform landscape and competitive trends
  - j. Support technology/product focused opportunities with core properties (I/M/B2B/contactless/Sonic/click-to-pay/retail innovation/SessionM/Cybersecurity/COF/other business services)
  - k. Lead on renewal strategy for baseball portfolio; accelerated timeline
  - l. Assist asset management team on ensuring all usage of team sports assets are leveraged and compliant
2. Oversee and manage Octagon team sports personnel & client relationships
3. Manage all aspects of Company 1's partnership with Major League Baseball to drive key business priorities
  - a. Manage MLB relationship with key stakeholders at executive level, partnership and media groups
  - b. Manage MLB relationship production and activations funds
  - c. Support Company 1 with on-going conversations and integrations of B2B services with MLB
  - d. Lead XBC interagency partners on strategic integrations and media plans
  - e. Manage all contractual MLB jewel event (Opening Day, All-Star Week and Postseason) programs/activations
  - f. Manage all creative approvals with MLB IP and MLBPA included
  - g. Manage integration and approvals of MLB experiences on Priceless.com platform
  - h. Upload MLB experiences to Skyword tool and work with Company 1 operations agency to get copy, terms and conditions and images approved to go live. Once live, monitor sales manage cardholder communications pre-event.
  - i. Support opportunities with MLB to deliver B2B and B2B2C hosting experiences through events and ticket assets
  - j. Support PEP team package development as well as fulfillment and execution of program(s)
  - k. Support small business executions using contractual assets (any events not using contractual events require incremental fees/management support)
  - l. Facilitate all merchandise, signage, branding and premiums for jewel events, primarily within FanFest and the stadium
  - m. Concept and execute a mutually agreed upon amount of consumer activations
  - n. Support lower tier B2B requests for jewel events (Full B2B program will require incremental experience team support at an incremental fee)
  - o. Manage ticket allocation and delivery for all jewel event ticketed related events
  - p. Manage All-Star Week and World Series suite(s) (tickets, menu, décor, branding)
  - q. Support integrated activation plans for SU2C moment, BP Viewing, Priceless Experiences, Youth Ambassadors
  - r. Manage alumni appearances (negotiations, contracting, ROS, on-site)
  - s. Manage and facilitate contractual SU2C integration
  - t. Support B2B, Issuer and Merchant programs throughout jewel events
  - u. Coordinate hotels, staff rooms for core Clients and team (extended requests beyond core team require incremental scope from hospitality team at an incremental fee)
  - v. Manage a dedicated photographer to capture all branding and activations during ASW (throughout the host city, hotels, FanFest, Stadium, etc.)
  - w. Manage executive level documents pre, during and post events (activation, post event, flash reports, etc.)
  - x. Build and execute activation plans for MLB NYC Flagship Store (POS, cardholder benefits, partner programs, innovations at retail)

4. Manage baseball portfolio talent relationships
  - a. Manage in partnership with MLB the use of Company 1's Rule of 6 group license, including but not limited to agency education, approvals, partner program usage of rights, talent recommendations and on-going tracking of talent usage
  - b. Manage MLBPA relationship with key stakeholders at executive level and partnership
  - c. Manage talent highlight deal negotiation, contracts, activation
  - d. Manage all creative approvals with talent IP included
  - e. Manage and sell-in talent for activation/campaign/programming
  - f. Manage alumni deal negotiation, contracts, activation
  - g. Manage all creative approvals with talent IP included
  - h. Manage and sell-in talent for activation/campaign/programming
  - i. Manage and facilitate use of all talent requests for activation/programming
  - j. Develop ongoing talent tracking in AMS and recap documents
5. Manage and negotiate MLB Team partnerships (Boston Red Sox, New York Yankees, LA Dodgers and Atlanta Braves)
  - a. Manage day-to-day relationship with all properties on Company 1's behalf
  - b. Facilitate project management communication by preparing reports, executive summaries, program recaps and executive presentations for sharing with key Client stakeholders
  - c. Develop annual budgets for marketing and activation
  - d. Develop annual activation plans that support NAM initiatives and objectives
  - e. Manage all creative approvals with team IP included
  - f. Liaise with Clients, partners, vendors
  - f. Develop and implement cross-promotional opportunities to increase Company 1 relationship with all business groups (Consumer, Issuer, Merchant, B2B)
  - g. Research, source and produce all season long signage at stadiums
  - h. Manage and execute all team property contractual assets
  - i. Create comprehensive sell in deck featuring ideas of how to utilize partnerships/assets
  - j. Facilitation with Octagon and client I/M teams on pitches and sell in process
  - k. Manage pre-sale and cardholder benefit programs
  - l. Identify opportunities to deliver B2B and B2B2C hosting experiences through events and ticket assets
  - m. Upload contractual assets to Spotlight and ensure all assets are requested by appropriate parties on a timely basis. Work with Asset Management team to track throughout the season
  - n. Manage ideation of events and integration into Priceless.com. Upload experiences to Skyword tool and work with Company 1 operations agency to get copy, terms and conditions and images approved to go live. Once live, monitor sales manage cardholder communications pre-event
  - o. Support Company 1's partnership with SU2C and integration into MLB team partners
  - p. Integrate Priceless tentpoles into activations (Causes, Surprises, Planet)
  - q. Support small business program with each property and campaign extensions
  - r. Manage team ambassador strategy integration - appearances or partnerships through team deals
  - s. Support Company 1 products and services implementation with partner venues/relationships
  - p. Manage on-site activations with properties where we have staff in market (BOS, LA and NY); ATL as needed
  - q. Deliver a comprehensive program recap inclusive of all partnership and program components and metrics that can be shared to all Client stakeholders. Assess program successes and develop recommendations to continuously improve for future.
6. Manage Green Bay Packers partnership
  - a. Manage day-to-day relationship with property
  - b. Support 2025 renewal discussions
  - c. Facilitate project management communication by preparing reports, executive summaries, program recaps and executive presentations for sharing with key Client stakeholders
  - d. Develop annual budgets for marketing and activation
  - e. Develop annual activation plans that support US Marketing Initiatives & Associated Bank planning

- e. Liaise with property, sponsorships and (Company 1 Issuer partner) Associated Bank on Packers/Company 1 pass-through rights and assets (inclusive of sell in slides)
  - g. Research, source and produce all season long signage in-venue
  - h. Manage videoboard signage and right to content capture (new)
  - i. Identify opportunities to deliver B2B and B2B2C hosting experiences
  - j. Upload contractual assets to Spotlight and ensure all assets are requested by appropriate parties on a timely basis. Work with Asset Management team to track throughout the season
  - k. Support Priceless.com, when relevant
  - l. Manage all creative approvals with IP included
  - m. Work to implement Company 1 products and services into partner venues/relationships, if relevant
  - n. Sonic integration, Packers Perks, CTP and loyalty discussions
  - o. Deliver program activation plan & recap
7. Manage Hollywood Park, SoFi Stadium, LA Chargers, and LA Rams partnership
- a. Manage day-to-day relationships with all three entities
  - b. Facilitate project management communication by preparing reports, executive summaries, program recaps and executive presentations for sharing with key Client stakeholders
  - c. Develop annual budgets for marketing, activation funds and monetization
  - d. Develop annual activation plans that support US Marketing Initiatives
  - e. Liaise with Clients, partners, vendors, inter-agency stakeholders, and key contacts to develop full plan
  - f. Manage partner program execution with Octagon Issuer/Merchant team
  - g. Research, source and produce all season long signage in-venue
  - h. Support in market on-site activations and events at SoFi Stadium
  - i. Attend partner meetings in person, when possible
  - j. Manage property assets and management trackers
  - k. Develop rights playbook on partner activation capabilities and refresh case studies
  - l. Develop custom sell in docs for key partners and B2B sell in opportunities
  - m. Manage all marks and IP approvals
  - n. Identify opportunities to deliver B2B and B2B2C hosting experiences
  - o. Upload contractual assets to Spotlight and ensure all assets are requested by appropriate parties on a timely basis. Work with Asset Management team to track throughout the season
  - p. Manage ideation of events, Skyword uploads, sales monitoring and cardholder communication for all experiences integrated into Priceless.com
  - q. Manage marketing plans to promote all priceless.com experiences, including selling into Issuer partner with lead time to promote in partnership
  - r. Integrate Priceless Pillars into activation/marketing, where relevant (Causes, Planet, Surprises)
  - s. Support potential programs developed – small business and/or sustainability efforts
  - t. Manage all creative approvals with IP included
  - u. Work to implement Company 1 products and services
  - v. Deliver program activation plan & recap

Name	Level	Primary Role	%	Primary Location
Woody Thompson	EVP	Rights / Renewal	10%	Stamford, CT
Eileen Waller	SVP	Team Lead / IAT / Renewal	75%	Remote
Alyse Toulotte	VP	MLB lead / IAT/ Team Oversight	100%	Stamford, CT
TBH	AD	LA lead (SoFi Stadium, Chargers, Rams, Dodgers) + Packers	100%	Los Angeles, CA
Dan Kurtz	SAM	New York Yankees, talent and MLB	85%	CT/NY/NJ

Rich Repetsky	AM	BOS / ATL and MLB All-Star Game lead	90%	Stamford, CT
Keely Fay	AE	LA support (SoFi Stadium, Chargers, Rams, Dodgers) + Packers	100%	Los Angeles, CT
TBH	AT	All property support; split with Golf	50%	Stamford, CT

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#### **Golf**

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1. Provide strategic insights towards U.S. Golf strategy
  - a. Lead all property and Tournament negotiations. Provide industry and cost analysis information and insights
  - b. Support development of Customer, Consumer, and Issuer/Merchant Marketing integrated Marketing plans
  - c. Interface with golf sponsors and equipment manufacturers to develop cross-promotional programming
  - d. Advise on broadcast media integration and event support
  - e. Provide industry and market intelligence and insights
  - f. Facilitate communication and information for Company 1 account group including competitive reports, Event Marketing issues, and Marketing trends
  - g. Provide creative ideation and thought leadership to help enhance Company 1's footprint in the golf area
  - h. Advise on global and regional golf broadcast media integration
  - i. Manage integration and approvals of assets delivered by Golf experiences and golf partners on Priceless.com platform. Upload Golf experiences to Skyword tool and work with Company 1 operations agency, Armstrong and golf partners to get copy, terms and conditions and images approved to go live. Once live, manage cardholder sales and communications pre-event, during and post-event. Manage Company 1 golf email club and weekly newsletter on Priceless.com.
  - j. Liaise with Company 1 global regions on the development and implementation of golf-related programming and experiences that involve U.S. golf properties and/or golf ambassadors
  - k. Provide weekly highlights of golf activity for Company 1 NAM and Global internal distribution
  - l. Provide strategy and sell-in decks utilizing golf sponsorship assets for Company 1 RFP pitches to win new business, as well as, for custom programming with existing partner portfolios (Issuer & Merchant sales decks) including coordination and onsite staff support of Company 1 ambassador appearances
  - m. Coordinating with Issuer & Merchant partners regarding golf specific needs for golf academies or other partner use of assets (i.e., PGA TOUR/Champions TOUR private/shared hospitality, onsite cardholder activations, co-brand activations, Pro-Am spots, Honorary Observers, PGA TOUR/Champions TOUR grounds passes, etc.)
    - Support for golf academies to include:
      - Golf club/course recommendations
      - Tournament Players Club (TPC) procurement
      - Golf ambassador and golf emcee procurement and coordination
      - One (1) onsite staff person to handle golf ambassador and golf emcee talent
2. Manage all aspects of Company 1's partnership with the PGA TOUR to drive key business priorities, including:

- a. Lead or assist in any PGA TOUR-related contract negotiation with both Company 1 and the property team by providing insight during discussions, valuations on contractual proposals and ideas on additional assets to include
- b. Assist Company 1 in the strategy and negotiation with the PGA TOUR on a restructured PGA TOUR agreement (reallocation of assets/benefits, pass-through rights, spending flexibility, etc.) by the July 1, 2025, opt-out deadline
- c. Assist Company 1 in all areas of sponsorship management and serve as the day-to-day liaison with the PGA TOUR on execution of sponsorship assets, overall relationship management, identification of new integration opportunities across properties and channels, and negotiation of incremental benefit/rights adjustments as needed or requested
- d. Development of Company 1 marketing and partnership strategy for PGA TOUR based on key objectives and goals as set forth by Company 1
- e. Serve as primary liaison and coordinate all partnership discussions with PGA TOUR and its affiliates related to sponsorship assets
- f. Serve as centralized resource to support activation alignment/development across initiatives ranging from media implementation, event activations, in-market events, traditional PR and social media platforms, grassroots activations and media/content integration
- g. Ensure contract compliance and manage contract asset usage for the PGA TOUR in accordance with the terms of the respective agreement
- h. Develop and maintain asset trackers, standardized documents to track the use of both contractual assets or incremental assets delivered by the PGA TOUR
- i. Provide leadership and guidance on sponsorship related issues to Company 1 in regard to the PGA TOUR and the US golf landscape
- j. Advise on US marketing strategy and blueprint that extends Company 1 investment in golf
- k. Conduct analysis to leverage insights and provide recommendations for a comprehensive golf marketing strategy and program through a creative and collaborative process for Company 1
- l. Lead the development of marketing activation plan and flexible spending budget for Company 1 partnership of PGA TOUR based on Company 1 goals and objectives
- m. Prepare Company 1 presentations/communications around activation plan and sponsorship that can be shared with Company 1 Issuer & Merchant Partners
- n. Manage overall Company 1 approved flexible spending budget
- o. Support and advise Company 1 designated agencies in maintaining project plans and timelines for development and production of all activation plan deliverables
- p. Keep stakeholders informed of the progress of the activations via weekly Company 1 PGA TOUR status calls
- q. Execute all aspects of the approved Company 1 activation plans developed for the PGA TOUR including activation at Championship Managed events and select PGA TOUR Tournaments, including activation ideation, vendor hiring/coordination, activation execution and onsite staffing
- r. Assist Company 1 in developing a measurement plan for the PGA TOUR assets based on agreed upon Company 1 objectives
- s. Secure third-party research data & analytics as they relate to PGA TOUR (i.e., Repucom/Nielson exposure analysis, Simmons Research, etc.) if requested and/or required by Company 1
- t. Serve as lead agency for developing activation recaps for PGA TOUR-related programming (i.e., sweepstakes, contests, promotional programs, etc.)

- u. Lead contract negotiation, development of activation & media inclusion at PGA TOUR Owned & Operated Events (i.e., Championship managed events)
  - v. Work in partnership with the PGA TOUR to develop and execute a season-long program across 20-30 PGA TOUR Tournaments that promotes an exclusive cardholder ticket benefit and activation elements.
  - w. Manage TPC benefits including private tee times, course for a day
  - x. Lead all aspects of Priceless.com/golf from look/feel to email list
  - y. Coordinate all aspects surrounding Company 1's sponsorship of PGA TOUR scoreboards
  - z. Help manage paid and owned media spends through PGA TOUR flexible spending budget
  - aa. Manage 800+ PGA TOUR contractual assets including grounds passes, honorary observers and pro-am playing positions
  - bb. Provide support for Company 1 entitlement of First Tee outings (Met NY and CT) including onsite branding, gifting, ambassador/talent appearances, and ensuring contractual compliance of assets.
  - cc. Support technology/product focused opportunities with PGA TOUR (I/M, B2B, contactless, sonic, click-to-ay, retail innovation, SessionM, cybersecurity, COF, other business services)
3. Manage all aspects of twelve (12) Company 1 Golf Ambassador partnerships
- a. Provide industry expertise and strategic points-of-view to recommend new golf partners
  - b. Provide roster analysis for renewal recommendation strategy
  - c. Strategize, evaluate and ultimately provide a detailed recommendation to identify new golf partners that align with the overall strategy
  - d. Lead negotiations for Golf Ambassador partnerships (lead all partner discussions, draft term sheets, negotiate with partner to deliver value based on Client objectives, facilitate signing of deal, map out implementation of contract delivery based on Company 1 US Strategies to deliver a contracted deal with a new partner)
  - e. Lead daily communications with Golf Ambassadors and agents to ensure contractual obligations are fulfilled
  - f. Lead coordination/scheduling with Golf Ambassadors on any appearance requests and coordination/confirmation of details for any confirmed appearances
  - g. Serve as ambassador host for any ambassador appearances
  - h. Develop usage plans for each Golf Ambassador that can be marketed and sold to key Company 1 stakeholders (e.g.: Issuers and Merchants)
  - i. Liaise with Clients, partners, vendors, inter-agency stakeholders, and key contacts to concept and sell-in each opportunity
  - j. Liaise with Issuer and Merchant marking teams to sell experiences with Golf Ambassadors
  - k. Liaise with Company 1 global regions on ambassador requests and programming
  - l. Manage partnership assets such as appearances, digital experiences, social activity and brand exposure
  - m. Manage Ambassador IP approvals for promotional and advertising use and integration in marketing materials
  - n. Manage accounting processes and procedures including estimates, invoices, accruals and approvals for each ambassador
  - o. Manage process of integrating Company 1 brand into ambassador and caddie apparel
  - p. Provide support for Company 1 Employee Golf Outing, including ambassador appearance/hosting and onsite branding
  - q. Liaise with Golf Ambassador roster to create custom social posts supporting other sponsorship verticals

4. Manage all elements of the Arnold Palmer Invitational presented by Company 1
  - a. Work with Tournament team to identify areas for Company 1 inclusion within Tournament activations
  - b. Lead/assist any contract negotiation with both Company 1 and the Tournament team by providing insight during discussions, valuations on contractual proposals and ideas on additional assets to include (contract to be executed by Company 1)
  - c. Assist in the development of detailed creative brief to be presented to agency teams
  - d. Consult and work with PGA TOUR and Tournament team on the selection of player exemptions
  - e. Consult and work with Tournament team on the selection of host committee members
  - f. Develop activation plan document that outlines all of Company 1's efforts across channels
  - g. Work with other Company 1 divisions (i.e., Communications, Media, etc.) on API planning and integration
  - h. Work with other Company 1 divisions on planning and production of a national golf TVC to launch at API (Octagon to lead ambassador, golf partner and any golf-related integration)
  - i. Coordinate with the Arnold and Winnie Palmer Foundation on Company 1-related initiatives and programming
  - j. Draft and develop 3 party budget outline document to be approved by all parties in advance of the event outlining spending
  - k. Reconcile Company 1 3 party agreement budget based upon actual costs
  - l. Assist with any golf-specific activation in conjunction with the Company 1 NAM executive hosting program:
    - Daily programming for executives and ensuring that program meets within compliance standards
    - Custom gifting experience window with Tournament team exclusively for Company 1 guests
    - Tuesday golf outing/foursomes including Company 1 ambassador appearances, coordination of tee sheets, format and on-site branding with host course
    - Tuesday Pro-Am draw party by greeting guests on-site, explaining format, distributing rule sheet, stepping in for selection if needed, and recording selections to create a tracking schedule for Wednesday
    - Wednesday night poolside dinner by coordinating Company 1 ambassador player appearances and securing golf specific Company 1 talent to host
    - Wednesday Pro-Am caddie process for all 50 guests
    - Trophy Suite ticket distribution, hospitality staff management and overall coordination
  - m. Assist with any golf-specific activation in conjunction with Company 1 B2B hosting programs, such as, Services Connect and CMO Connect:
    - Daily programming for guests and ensuring that program meets within compliance standards
    - Private golf clinic including coordination of Company 1 ambassador/golf pro appearances, coordination of format and any onsite branding
    - Trophy Suite ticket distribution, hospitality staff management and overall coordination, including, private business session support
  - n. Secure VIP PGA TOUR Player appearance for Company 1 Customer Engagement program through API Tournament team
  - o. Manage all communications with exhibit company from initial ideation to weekly calls to make tweaks to design and floorplans
  - p. Manage timelines for media deliverables and assist with creative ideation for advertising applications

- q. Coordinate with IAT agency partners to ensure that 360degree campaign works in lockstep and that all deadline dates and deliverables are met
- r. Work with NBC / Golf Channel to integrate Company 1 messaging into overall broadcast
- s. Manage integration of a Golf Channel Studio as part of the Company 1 Club and Golf Channel Studio assets
- t. Manage Company 1 brand integration, communication/messaging and vignettes/features via Golf Channel programming during Tournament week (i.e., Golf Central)
- u. Coordinate with Company 1 communication team to plan on-site press events and announcements within Company 1 owned areas
- v. Lead in the development and execution of OOH course creative, such as the 18th hole water feature, forward tee signs, priceless 3D letters and hole yardage signs
- w. Develop with PGA TOUR, API and PGA TOUR Entertainment two (2) Company 1 network specials that showcase topics central to Company 1's business, API and the golf world or other Company 1 PGA TOUR/API activation of equal value
- x. Work with Tournament team, PGA TOUR and PGA TOUR Entertainment to create Company 1 centric broadcast vignettes including brand integration
- y. Create Company 1 media push through owned channels such as Priceless.com/golf and Company 1 golf email database
- z. Work with Company 1 internal research team to develop activation survey to conduct on site research and analysis with cardholders
- aa. Work with Tournament and Ticketmaster to incorporate save 10% messaging into all ticket messaging including landing pages, emails, and print media
- bb. Coordinate with concessions provider Spectrum to provide script messaging for on-site staff and custom POS signage at 20+ locations
- cc. Coordinate with merchandise provider Fanatics to provide script messaging for on-site staff and custom POS signage at 4 locations
- dd. Work with vendors to create clear, concise messaging that drives home the save 10% discount in the Company 1 approved look and feel; signage includes counter mats, counter signs, stanchion toppers, sandwich boards and merchandise placards
- ee. Work with Tournament team to coordinate proper placement of POS signage across 20+ locations.
- ff. Lead in review of on-site POS to ensure proper placement and prominent view at locations. Work with Tournament team to navigate on site changes
- gg. Manage ideation, implementation and distribution of Priceless Surprises across Tournament grounds
- hh. Manage all Company 1 golf ambassador programming and meet & greets throughout Tournament week
- ii. Manage and coordinate onsite Company 1 appearance by defending champion during Tournament week
- jj. Manage PGA TOUR Entertainment on all video capture needs throughout the Tournament
- kk. Lead staff training meeting, debrief staff on activations, Company 1 objectives and roles & responsibilities on site
- ll. Lead in the development of all activation elements within Company 1 Club area to engage with cardholders on-site. Previous examples include Company 1 technology exhibit, virtual reality exhibit, club in-hand activations, Mr. Palmer trophy displays and photo experience

- mm. Manage on-site registration process. Ensure that all cardholders register for Company 1 Golf Newsletter through custom landing page before entering the Club. Wristband every person who enters the club
  - nn. Manage consumer facing activation areas. Interact with cardholders, walk cardholders through various experiences (i.e. Company 1 payment technology demo, Arnold Palmer memorabilia), answer cardholder questions
  - oo. Conduct roaming surveys with cardholders experiencing the Company 1 Club. Set & meet/exceed daily survey goals.
  - pp. Design the guest experience at the Trophy Suite including décor, layout, guest flow and overall look / feel
  - qq. Support Company 1 on post event reporting for the API, including recap video and executive recap email
  - rr. Develop comprehensive recap document to provide to Company 1 Clients
  - ss. Develop and provide a Tournament recap video to Company 1
  - tt. Lead the conduction of on-site consumer feedback through exit surveys
  - uu. Conduct a Tournament debrief with the PGA TOUR, API and broadcast partners
  - vv. Lead in the development of Tournament award submissions on behalf of Company 1 + API
  - ww. Identify improvement areas and provide strategic recommendations for future Tournaments
  - xx. Analyze and provide strategic recommendations/conclusions regarding exposure value data
5. Manage all aspects of Company 1's partnership with the APGA to drive key business priorities, including:
- a. Lead the contract negotiation process with both Company 1 and the property team by providing insight during discussions, valuations on contractual proposals and ideas on additional assets to include (contract to be executed by Company 1)
  - b. Assist Company 1 in all areas of sponsorship management and serve as the day-to-day liaison with the APGA on execution of sponsorship assets, overall relationship management, identification of new integration opportunities across properties and channels, and negotiation of incremental benefit/rights adjustments as needed or requested
  - c. Development of Company 1 marketing and partnership strategy for APGA based on key objectives and goals as set forth by Company 1 including an invitational event at Bay Hill Club & Lodge
  - d. Serve as primary liaison and coordinate all partnership discussions with APGA and its affiliates related to sponsorship assets
  - e. Serve as centralized resource to support activation alignment/development across initiatives ranging from media implementation, event activations, in-market events, traditional PR and social media platforms, grassroots activations and media/content integration
  - f. Ensure contract compliance and manage contract asset usage for the APGA in accordance with the terms of the respective agreement
  - g. Develop and maintain asset trackers, standardized documents to track the use of both contractual assets or incremental assets delivered by the APGA
  - h. Lead the development of marketing activation plan and budgeting for Company 1 partnership of APGA based on Company 1 goals and objectives
  - i. Prepare Company 1 presentations/communications around activation plan and sponsorship that can be shared with Company 1 Issuer & Merchant Partners
  - j. Execute all aspects of the approved Company 1 activation plans developed for the APGA

- k. Assist Company 1 in developing a measurement plan for the APGA assets based on agreed upon Company 1 objectives
  - l. Serve as lead agency for developing activation recaps for PGA TOUR-related programming (i.e., sweepstakes, contests, promotional programs, etc.)
  - m. Fulfillment of Company 1 sponsorship elements and activation at the Company 1 APGA Championship
  - n. Provide support for Company 1 APGA video content series with SKRATCH
6. Manage all aspects of Company 1's partnership with TGL & New York Golf Club to drive key business priorities, including:
- a. Lead the contract negotiation process with both Company 1 and the property teams by providing insight during discussions, valuations on contractual proposals and ideas on additional assets to include (contract to be executed by Company 1)
  - b. Assist Company 1 in all areas of sponsorship management and serve as the day-to-day liaison with TGL/NYGC on execution of sponsorship assets, overall relationship management, identification of new integration opportunities across properties and channels, and negotiation of incremental benefit/rights adjustments as needed or requested
  - c. Development of Company 1 marketing and partnership strategy for TGL/NYGC based on key objectives and goals as set forth by Company 1
  - d. Serve as primary liaison and coordinate all partnership discussions with TGL/NYGC and its affiliates related to sponsorship assets
  - e. Serve as centralized resource to support activation alignment/development across initiatives ranging from media implementation, event activations, in-market events, traditional PR and social media platforms, grassroots activations and media/content integration
  - f. Ensure contract compliance and manage contract asset usage for TGL/APGA in accordance with the terms of the respective agreement
  - g. Develop and maintain asset trackers, standardized documents to track the use of both contractual assets or incremental assets delivered by TGL/NYGC
  - h. Lead the development of marketing activation plan and budgeting for Company 1 partnership of TGL/NYGC based on Company 1 goals and objectives
  - i. Prepare Company 1 presentations/communications around activation plan and sponsorship that can be shared with Company 1 Issuer & Merchant Partners
  - j. Execute all aspects of the approved Company 1 activation plans developed for TGL/NYGC
  - k. Assist Company 1 in developing a measurement plan for TGL/NYGC assets based on agreed upon Company 1 objectives
  - l. Serve as lead agency for developing activation recaps for TGL/NYGC-related programming (i.e., sweepstakes, contests, promotional programs, etc.)
  - m. Fulfillment of Company 1 sponsorship elements and activation during the TGL Playoffs and off-season benefits

Name	Role	%	Primary Role	Primary Location
Dave DiLillo	VP	100%	Rights Mgmt., Team Oversight, PGA TOUR, Ambassadors, Media, IAT	CT
Ashley Cinder	GD	100%	IAT, API, PGA TOUR, TGL/NYGC	CT
Julie Pyrcz	AD	100%	I/M, PGA TOUR, API, Ambassadors	CT
TBH	SAE	100%	APGA, PGA TOUR, API, TGL/NYGC, I/M	CT

TBH	AT	50%	Support across golf portfolio; split with Team Sports	CT
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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.

#### **U.S. Lifestyle**

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1. Oversee Lifestyle Sponsorship Programming (Culinary, Arts & Culture, Hudson Yards, and Broadway)
  - a. Develop long-term U.S. Lifestyle sponsorship strategy that aligns with Company 1's business objectives.
  - b. Provide industry expertise and strategic points-of-view on opportunities for new partners within the Culinary and Arts & Culture verticals. Identify properties and partners (to include ambassadors) that align with the strategy.
  - c. Lead property and partnership negotiations, providing analysis, marketing tactics and engagement concepts. Ensure dollars are maximized through negotiations.
  - d. Lead XBC interagency partners on strategic integrations and media plans.
  - e. Develop partner sell-in materials/toolkits.
  - f. Complete industry research reports.
  - g. Complete 360-degree analysis through valuations to vet, recommend and propose new partnership opportunities.
  - h. Analyze and evaluate current partnership properties to recommend renewal or divestment of current partnership opportunities.
  - i. Manage integration and approvals of Lifestyle Sponsorship experiences on Priceless.com platform. Upload experiences to Skyword tool and work with Company 1 operations agency to get copy, terms and conditions, and images approved to go live. Route approvals to legal, social, and partner for review and approval. Once live, monitor cardholder sales and manage cardholder communications pre-event.
  - j. Support asset management and rights tracking.
2. Oversee all elements of Cirque Du Soleil partnership
  - a. Act as day-to-day liaison with partner and Client and ensure contractual obligations are fulfilled by partner (e.g.: marketing rights and use of official designations, pass-through rights, social/digital/media marketing, POS branding, ticket asset recommendations, along with all on-site activations).
  - b. Integrate and develop promotional opportunities to deliver Cirque Du Soleil sponsorship assets and activities across Merchant and Issuer Marketing.
  - c. Facilitate project management communication by preparing reports, sell-in materials, executive summaries, program recaps and executive presentations to key Client stakeholders.
  - d. Interface with Priceless.com account team lead and agency partners to develop sponsorship property related offers and experiences for inclusion in PR, Advertising, web portal communication, etc.
  - e. Event management will be handled on an incremental project scope basis and will include the following:
    1. Development of program activation plans that support US Marketing Initiatives. Liaise with Clients, partner, inter-agency stakeholders, and key contacts to develop a full activation plan from conceiving to execution to evaluation.
    2. Oversee full budget including development of budget, tracking all financials during the program planning and providing reconciled documents to close out financial obligations.
    3. Delivery of a comprehensive program recap inclusive of all partnership and program components and metrics that can be shared to all Client stakeholders. Assess program successes and develop recommendations to continuously improve for future.
3. Manage Arts & Culture iconic properties (Carnegie Hall, New York City Ballet, The New York Philharmonic, Metropolitan Opera, The Shed)

- a. Facilitate project management communication by preparing reports, executive summaries, program recaps and executive presentations to key Client stakeholders.
  - b. Develop annual budgets for marketing and activation plans by reaching out to partners, vendors and all parties pertinent to the success of the partnership and activation.
  - c. Oversee full budget including development of budget, tracking all financials during the calendar year and providing reconciled documents to close out financial obligations.
  - d. Develop annual activation plans that support US Marketing Initiatives. Liaise with Clients, partners, vendors, inter-agency stakeholders, and key contacts to develop a full activation plan from conceiving to execution to evaluating.
  - e. Support management of Click To Pay offers and applicable technology upgrades at Carnegie Hall, the New York City Ballet, NY Philharmonic and Metropolitan Opera.
  - f. Support integration of Sonic brand on-site where possible at Carnegie Hall, the New York City Ballet, Ny Philharmonic and Metropolitan Opera.
  - g. Interface with Priceless.com account team lead and agency partners to develop sponsorship property related offers and experiences for inclusion in PR, Advertising, web portal communication, etc.
  - h. Integrate and develop promotional opportunities to deliver A&C sponsorship assets and activities across Merchant and Issuer Marketing.
  - i. Deliver a comprehensive program recap inclusive of all partnership and program components and metrics that can be shared to all Client stakeholders. Assess program successes and develop recommendations to continuously improve for future.
  - j. Lead renegotiations for A&C partnerships. Evaluation may require the renegotiation of assets based on property capabilities based on pandemic closures and will require the continual oversight of force majeure and claw back scenarios.
  - k. Create opportunities to deliver B2B and B2B2C hosting experiences through events and ticket assets.
  - l. Act as day-to-day liaison with partners and Client and ensure contractual obligations are fulfilled by partners (e.g.: marketing rights and use of official designations, pass-through rights, social/digital/media marketing, POS branding, ticket asset recommendations, along with any and all on-site activations).
  - m. Coordinate with XBC agency partners to ensure that 360-degree campaign works in lockstep and that all deadline dates and deliverables are met.
  - n. Manage contractual ticket banks where applicable, inclusive of allocations, fulfillment, and asset management and compliance-related practices.
  - o. Review on-site branding at each property to determine branding refreshes needed based off new Company 1 branding guidelines. Work with the property team to create new branded assets where needed (e.g.: sharing new logos/fonts, obtaining creative proofs, ordering items, and overseeing integration at property).
  - p. Management of individual events are subject to the quarterly event capacity outlined in Section 9.
4. Negotiate and manage (2) Chef Ambassadors (Marcus Samuelsson, JJ Johnson) and (1) Sommelier (Belinda Chang)
- a. Provide industry expertise and strategic points of view to recommend new culinary partners. Strategize, evaluate and ultimately provide a detailed recommendation to identify new culinary partners that align with the overall strategy.
  - b. Lead negotiations for Chef Ambassador partnerships (lead all partner discussions, draft term sheets, negotiate with partner to deliver value based on Client objectives, facilitate signing of deal, map out implementation of contract delivery based on Company 1 US Strategies to deliver a contracted deal with a new partner).
  - c. Lead daily communications with Chef Ambassador/Partner management and their respective restaurants to ensure contractual obligations are fulfilled. Conduct weekly meetings with each partner to continue to drive efforts.
  - d. Develop custom activation plans for each Chef Ambassador that can be marketed and sold to key Company 1 stakeholders (e.g.: Issuers and Merchants). Liaise with Clients, partners, vendors, inter-agency stakeholders, and key contacts to concept and sell-in each opportunity.
  - e. Work with partner to build opportunities that can be leveraged on an ad-hoc basis for B2B hosting requests in Chef Ambassador Restaurants. Liaise with partner to confirm availability and pricing for in-restaurant reservations and to build curated culinary events in-restaurant.

- f. Liaise with Issuer and Merchant marking teams to sell in experiences with Chef Ambassadors. Once an event is confirmed, Lifestyle team to facilitate conversations with ambassadors, coordinate with respective restaurants, creative development, and facilitate partner approvals.
  - g. Manage partnership assets such as appearances, video recordings, signed merchandise, exclusive recipes, and in-restaurant benefits (e.g.: point-of-sale messaging, branded check presenters, branded menus, etc).
  - h. Manage Ambassador IP approvals for promotional and advertising use and integration in marketing materials.
  - i. Manage Agency accounting processes and procedures including estimates, invoices, accruals, and approvals for each ambassador.
  - j. Develop and share documents detailing event elements, successes, and overall objectives to share with Clients.
  - k. Full budget oversight including development of budget, tracking all financials during the calendar year and providing reconciled documents to close out financial obligations.
  - l. Coordinate with XBC agency partners to ensure that 360-degree campaign works in lockstep and that all deadline dates and deliverables are met.
  - m. Lead renegotiation discussions for four (4) culinary ambassadors (Antonia Lofaso, JJ Johnson, Bryan Voltaggio, Belinda Chang) (lead all partner discussions, negotiate with partner to deliver value based on Client objectives, facilitate signing of deal, map out implementation of contract delivery based on Company 1 US Strategies to deliver a contracted deal).
5. Negotiate & Manage Broadway Properties
- a. Act as day-to-day liaison with show agencies and Client and ensure contractual obligations are fulfilled by partners (e.g.: marketing rights and use of official designations, pass-through rights, social/digital/media marketing, POS branding, ticket asset recommendations, along with all on-site activations).
  - b. Lead vetting for new Broadway shows, including general research, liaising with Broadway agencies, creating sell-in decks and consideration documents for Clients and Comms team, and managing timelines.
  - c. Support development of annual budgets by Issuer and Merchant teams for marketing and activation plans by connecting partners, vendors, and all parties pertinent to the success of the partnership and activation.
  - d. Full budget oversight including development of budget, tracking all financials and payments during the calendar year, and providing reconciled documents to close out financial obligations.
  - e. Develop annual activation plans that support US Marketing Initiatives. Liaise with Clients, partners, vendors, inter-agency stakeholders, and key contacts to develop a full activation plan from conceiving to execution to evaluating.
  - f. Interface with Priceless.com account team lead and agency partners to develop sponsorship property related offers and experiences for inclusion in PR, Advertising, web portal communication, etc.
  - g. Integrate and develop promotional opportunities to deliver Broadway sponsorship assets and activities across Merchant and Issuer Marketing.
  - h. Deliver a comprehensive program recap inclusive of all partnership and program components and metrics that can be shared to all Client stakeholders. Assess program successes and develop recommendations to continuously improve for future.
  - i. Lead negotiation discussions for one new Broadway show partnership (lead partner discussions, negotiate with partner to deliver value based on Client objectives, facilitate signing of deal, map out implementation of contract delivery based on Company 1 US Strategies to deliver a contracted deal).
  - j. Create opportunities to deliver B2B and B2B2C hosting experiences through events and ticket assets.
  - k. Coordinate with XBC agency partners to ensure that 360-degree campaign works in lockstep and that all deadline dates and deliverables are met.
6. Manage the Company 1 Priceless Tables program
- a. Provide conceiving and consulting services towards the construction of the event to include creating sell in decks for key stakeholders to include Issuer and Merchant Partners.
  - b. Priceless Tables program execution will be incremental
7. Hudson Yards Property Management
- a. Provide the following services related to project management of Hudson Yards partnership:

- i. Act as day-to-day liaison with partner and Client to ensure contractual obligations are fulfilled by partner (e.g.: marketing rights and use of official designations, pass-through rights, social/digital/media marketing, POS branding, ticket asset recommendations, and branding and approvals).
  - ii. Oversee Asset Management to upload Spotlight and AMS requests for assets that are being utilized.
  - iii. Create opportunities to deliver B2B and B2B2C hosting experiences through events and venue access assets. Develop required materials to support upcoming programming (e.g.: sell-in decks, workback schedules, and run of show documents).
  - iv. Join status calls with Company 1 and Hudson Yards for upcoming events and programming.
  - v. Create event and program recaps on an event-by-event basis. Include a summary of the program/event, key metrics and performance, and key learnings.
- b. Manage Priceless.com process and reviews for experiences and benefits, including the six (6) pages that are live as of Q1 2025: (1) Edge Sunrise Experience, (2) Edge Early Access, (3) Peak with Priceless PDR Experience/Brunch Experience, (4) Peak with Priceless Table Reservations, (5) Quin Bar 'Flight & A Bite,' (6) Sky High Yoga. If additional experiences arise, Client and Octagon to discuss management and roles and responsibilities required.
- i. Monitor daily purchaser report and track cardholder purchases.
  - ii. Communicate important event details to cardholders through the cardholder inbox (e.g.: request attendee name, phone number, and dietary restrictions to share with restaurant).
  - iii. Communicate all reservation details and cardholder information to restaurant and/or the appropriate Hudson Yards representative to fulfill the experiences.
  - iv. Create and maintain a tracker summarizing reservation attendance, cancellations, and no-shows.
- c. Develop custom activations for the Peak Event Space that can be marketed and sold to key Company 1 stakeholders (e.g.: Issuers and Merchants).
- i. Liaise with Clients, partners, vendors, inter-agency stakeholders, and key contacts to create and sell-in event opportunities that would leverage the Peak Event Space.
  - ii. Liaise with partner to confirm availability and pricing to build budgets.
- d. Octagon will support and manage up to nine (9) events in total per year. The nine (9) events are inclusive of a combination of the below:
- i. Hudson Yards partnership assets that require event activation such as:
    - 1. Three (3) Summer Concert Series Events
    - 2. Four (4) Tentpole Experiences at Edge (Fourth of July, NYE, Comedy, and one fourth event TBD)
    - 3. One (1) Priceless.com-led Experience (e.g.: Sky High Yoga Media Day, 'Behind the Scenes with a Luxury Tenant' or 'Taste of Hudson Yards at Bond St.')
    - 4. One (1) custom event activation at Hudson Yards (e.g.: one Candlelight Concert or one Sip & Shop event)
  - ii. Octagon will provide the following services, as appropriate, to support event planning:
    - 1. Conduct site visits and offer overall planning support
    - 2. Collaborate with the food and beverage team to develop an event-specific F&B plan
    - 3. Recommend menu items, service styles, and formats based on event timing, venue layout, and restaurant capabilities.
    - 4. Coordinate with the restaurant to share dietary restrictions (to be provided by Company 1 or the party managing the guest list) and ensure appropriate accommodations for dietary needs and allergies.
    - 5. Source and coordinate with a florist to provide premium floral arrangements in Company 1 brand colors.
    - 6. Identify and secure a partner for furniture rentals (if needed), while also working with the restaurant to leverage existing furniture where possible.
    - 7. Coordinate with an A/V vendor to provide microphones, screens (if needed), and ambient music at the start of the events.
    - 8. Collaborate with sponsorship verticals to secure gift items that are associated with key speakers.

- 9. Secure necessary event insurance.
- 10. Work with vendors to produce event signage (e.g. pop-up banners, step and repeat displays) to supplement the venue's existing signage.
- 11. Work with Company 1's agency to produce event waivers as needed.
- iii. Events that are above and beyond the nine (9) events listed above will be discussed and planned on a project basis.
- e. Support executive reservation requests for table reservations at Hudson Yards.
  - i. Octagon to manage tracker that outlines incoming requests and confirmed executive requests
  - ii. Octagon to reach out to Peak with Priceless to confirm availability of Peak with Priceless PDR or availability of tables
  - iii. Octagon to liaise with Company 1 to confirm priority of incoming requests
- 8. Execute a maximum of (45) events in 2025. These (45) events will include a combination of Ambassador-led and A&C events. Any events above this amount will require incremental funding as follows:
  - i. Events containing 50 guests or less: \$/event
  - ii. 50+ guests: \$/event
  - iii. Priceless Tables: \$/event

Name	Role	%	Primary Role	Primary Location
Teyanna Smalls-McEachin	SVP	70%	Oversight, SME, IAT	CT
Stephanie Riley	VP	85%	Lifestyle lead; IAT, Hudson Yards	CT
Anna Ghosin-Szeliga	GD	75%	Culinary / A&C / Talent / Met Opera	Remote
Jess Merz	SAM	100%	Hudson Yards / Shedd	CT
Cathryn Nguyen	AM	100%	Culinary / A&C / Talent	CT
TBH - NEW	AM	100%	Cirque	
TBH (Dan backfill)	AM	100%	Hudson Yards	CT
TBH (Emma backfill)	AM	75%	Priceless Tables, Talent, A&C	CT
Courtney Mitten	AE	100%	Culinary, Met Opera	CT
TBH (Elizabeth Dehler backfill)	AE	100%	Culinary, A&C, Hudson Yards	CT
TBH (Danielle Sutherland backfill)	AE	100%	Priceless Tables, A&C	CT

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#### Health & Wellness

Support day-to-day New York Road Runner ("NYRR") relationship and drive marketing initiatives for the Company 1 endurance sponsorship platform by maximizing the value of sponsorship assets and programs

- 1. Lead property and athlete renewal negotiations
- 2. Develop Global Sponsorship Advisory Council materials and supportive evaluation

3. Proactively explore new opportunities and provide recommendations within Health & Wellness to grow portfolio opportunities
4. Manage integration and approvals of team experiences on Priceless.com platform.
  - a. Upload experiences to Skyword tool and work with Company 1 operations agency to get copy, terms and conditions and images approved to go live. Once live, monitor sales, manage cardholder communications prevent.
5. Support technology/product focused opportunities with core properties (I/M/B2B/contactless/Sonic/click-to-pay/retail innovation/SessionM/Cybersecurity/COF/other business services)
6. Create go-to-market strategies and ideation internally and externally to drive Company 1 initiatives through the endurance platform and existing/non-existing partnerships
7. Provide strategic solutions to promote Company 1 products through NYRR contractual assets
8. Manage the NYRR partner relationship overseeing the timeline, deliverables, and contractual obligations throughout the year
9. Act as day-to-day contact and subject matter expert for key clients and executives
10. Liaise between Company 1, property contacts, and internal teams
11. Contribute to overall account by lending guidance, subject matter expertise, and supporting new projects and initiatives
12. Construct estimated budgets and reconcile based upon actual costs
13. Create and maintain timelines for race activations
14. Collaborate with key stakeholders to assess and provide recommendations for Issuer and Merchant sell-in decks and program development utilizing marathon / ambassador assets for Company 1 RFP pitches
15. Provide strategic solutions to promote Company 1 employee engagement through endurance partnerships
16. Maintain research documents that showcase trends in the endurance industry to inform overall recommendations
17. Oversee the development of end of year recaps and future areas of opportunity
18. Manage all elements of the NYC Marathon partnership
  - a. Coordinate with IAT agency partners to ensure that 360-degree campaign works in lockstep and all deadline dates are met
  - b. Assist in the development of detailed creative brief to be presented to agency team
  - c. Lead/assist with any brand review of brand/creative assets
  - d. Work with other Company 1 divisions (i.e., Communications, Media, etc.) on Marathon planning and integration
  - e. Develop activation plan document that outline all of Company 1's efforts across channels
  - f. Coordinate with NYRR and Company 1 on all agreements for photo access license, Javitz Center agreements, any small business 3<sup>rd</sup> party partnerships and Cheer Zone activation requests
  - g. Serve as centralized resource to support activation alignment/development across initiatives ranging from media implementation, all Company 1 activation zones including Javitz Center Activation, VIP Hospitality, Cheer Zones and VIP Bus Coordination, in-market events during race week, traditional PR and social media platforms, and media/content integration
  - h. Support Company 1 on post event reporting for the Marathon, including recap video, executive recap email, and recap deck
  - i. Coordinate content capture plan with photographers and videographers
  - j. Fulfillment of Company 1 sponsorship elements and activation at the NYC Marathon
19. Management of the New York Company 1 Mini 10K
  - a. Secure lead running influencer and coordinate activation plan to leverage service hours and social media assets/rights
  - b. Coordinate with IAT agency partners to ensure that 360 degree campaign works in lockstep and that all deadline dates and deliverables are met
  - c. Assist in the development of detailed creative brief
  - d. Lead/assist any brand review of brand/creative assets
  - e. Work with other Company 1 divisions (i.e., Communications, Media, etc.) on Mini 10K planning and integration
  - f. Develop activation plan document that outlines all of Company 1's efforts across channels
  - g. Coordinate with NYRR and Company 1 on all agreements for photo access license, any small business 3rd party partnerships, and merchandise requests
  - h. Support Company 1 on post event reporting for the Mini 10K, including recap deck and executive recap email
  - i. Coordinate content capture plan with photographers and videographers

- j. Fulfillment of Company 1 sponsorship elements and activation at the Mini10K
20. Support Company 1's internal "Run Club" program
- Year-round customer service contact for employee race registrations including communications
  - Manage orders and distribution of individual Run Club apparel shipments for members
  - Support Run Club events
  - Develop Run Club communication documents
  - Provide additional logistical support

Name	Level	Primary Role	%	Primary Location
Eileen Waller	SVP	SME / IAT / Renewal	10%	Remote
Emily Burstein	AM	SME / NYRR property lead	95%	Remote
Karina Walsh	AE	NYRR property support	100%	CT

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.

#### U.S. Entertainment – Rogers and Cowan | PMK

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- Oversee the planning and development of all music, film, and entertainment activation programs to meet corporate objectives:
  - Develop annual U.S. Entertainment Marketing and activation strategy in collaboration with Client and agency teams
  - Lead development of entertainment partnerships with properties, events, artists, TOURs, record labels, streaming partners, movie studios, etc.
  - Serve as lead Agency negotiator/liaison to U.S. Entertainment property investments
  - Provide Client management; liaise with Client's entertainment sponsorship staff and U.S. Marketing team
  - Work collaboratively with media and advertising agency partners in development of music and film media partnerships
  - Identify new property opportunities and support with POV on support of U.S. Entertainment strategy
  - Assist in the development of detailed creative briefs to be presented to Agency teams
  - Provide industry expertise on competitive music, film, and entertainment landscape
  - Lead property evaluation and partnership as it relates to music, film, and entertainment
  - Work with other Company 1 divisions (i.e., Communications, Media, etc.) on planning and integration
  - Ideate and work with the Company 1 Entertainment team on the integration of entertainment campaigns and programming
  - Provide industry insight and expertise on competitive music and industry landscape
  - Develop and maintain relationships with key industry partners, such as managers, agents, studios, labels, promoters, publishers
- Lead the development and activation of all GRAMMY-related events (Award Show, Music Cares, Clive Davis, post party)
  - Review and advise Clients on GRAMMY-related sponsorship opportunities (e.g. GRAMMY House, Roc Nation Brunch, Primary Wave party)
  - Manage negotiations and execute contracts for new partnerships focused on consumer facing GRAMMY activations (not including GRAMMY ambassadors)

- c. Manage GRAMMYs consumer marketing activations, including collaboration with Client sponsorship, communications, social and media teams to develop integrated consumer programming
  - d. Liaise with Issuer and Merchant Marketing counterparts to ensure VIP experience for all onsite customer card holder engagements and B2B guests
  - e. Supervise brand standards and integration into operations and guest experiences at specified events
  - f. Liaise with onsite event ensuring integrity of Client brand standards, onsite quality control and execution
  - g. Manage GRAMMY mark and logo approvals for Creative, Advertising and Marketing programs
  - h. Serve as key liaison for development, implementation, and onsite event management of consumer facing contractual assets
  - i. Develop and manage programming for GRAMMY-related events (e.g. tribute concerts), including execution of Issuer and Merchant partnerships and coordination of executive ticketing assets
  - j. Coordinate security needs, including on-site meetings, credentials, access, and guidance
  - k. Support asset management ticket allocation and VIP ticket distribution and audit tracking
  - l. Manage red carpet activations (e.g. E! integration, Partner Passes, Exclusive "A" Side Passes)
  - m. Secure Pre-Party location, procure Pre-Party entertainment talent, book photographer, and activate Company 1 Pre-Party
  - n. Escort B2B and PEP guests into MusiCares, Pre-Grammy Gala, Awards Pre-Party, red carpet
  - o. Manage all Priceless.com promotions
  - p. Act as liaison for all social media questions and coordinate Social team member positioning in the social media war room (in arena)
  - q. Develop and execute all in arena suite branding
  - r. Create Issuer and Merchant GRAMMYs Tool Kit for all regions
  - s. Develop new logo lock up with current Company 1 marks
  - t. Consult customer marketing, Merchant marketing and Priceless Cities teams on entertainment marketing rights, assets and best practices
  - u. Supervise design and production of all branded merchandise for GRAMMYs week (backpacks, phone chargers, napkins, etc.)
  - v. Staff marketing activations of up to four (4) people at off-site events (e.g. GRAMMY House, Communications media event, etc.)
  - w. Support transportation with all logistics at all events
  - x. Manage Billing including fees, OOP expenses and budget reconciliation process
  - y. Deliver post-event reporting and key learnings and entertainment activations
  - z. Support development of sponsorship renewal recommendation and opportunities to evaluation
3. Manage artist ambassadorship
- a. Act as day-to-day liaison with key stakeholders to ensure contractual obligations are fulfilled by partners (e.g.: marketing rights and use of official designations, pass-through rights, social/digital/media marketing, etc.)
  - b. Facilitate project management communication by preparing reports, executive summaries, program recaps and executive presentations to key Client stakeholders
  - c. Coordinate artist ambassador integration for GRAMMYs and Priceless Planet campaigns
  - d. Liaise with Clients, partners, vendors, inter-agency stakeholders, and key contacts to develop activation plans for assets
  - e. Manage Ambassador IP approvals for promotional and Advertising use and integration in Marketing materials
  - f. Manage Agency accounting processes and procedures including estimates, invoices, accruals and approvals for each ambassador
  - g. Develop documents, details, event elements, successes and overall objectives to share with Clients
  - h. Negotiating deal for new ambassadors are incremental cost
4. |Support Esports: League of Legends U.S. Activation|
- a. Integrate Company 1's Global long-term Esports sponsorship strategy in the U.S. to align with Company 1's brand objectives

Commented [EW1]: @Twiddy, Rob (STA-RCN) can you review the LoL deliverables for NAM team and make any edits.

- b. Develop annual activation plans that support U.S. Marketing Initiatives. Liaise with Clients, partners, vendors, inter-agency stakeholders, and key contacts to develop a full activation plan from conceiving to execution to evaluating, e.g. Card On File programs, Tournament viewing parties, etc
- c. Develop annual budgets for marketing and activation plans by reaching out to partners, vendors and all parties pertinent to the success of the partnership and activation
- d. Manage Ambassador and Riot IP approvals for promotional and Advertising use and integration in Marketing materials
- e. Coordinate with agency partners to ensure that 360-degree campaign works in lockstep and that all deadline dates and deliverables are met
- f. Liaise with Issuer and Merchant Marketing counterparts to support monetization and activation of with key partners
- g. Facilitate project management communication by preparing reports, executive summaries, program recaps and executive presentations to key Client stakeholders
- h. Advise, assist, and provide partnership re-negotiation of contract deliverables by for Riot Games / League of Legends Championship of the Americas (LTA).
- i. Ensure the delivery of partnership rights with Riot Games / LTA, including management of the Riot Games / LTA partnership asset portfolio across branding, ticketing, content, usage campaigns, sweepstakes and media inventory (global desktop procedure compliance, ticket allocations, financial tracking).
- j. Liaise across Company 1 cross-functional Sponsorships team (Global & Regional) and marketing disciplines such as Digital, Product, Technology, Loyalty, Issuer Marketing and Merchant Marketing for Riot Games / LTA partnership.
- k. Support plan development and facilitate integration of Riot Games / LTA partnership marketing initiatives with regional / local client and agency teams.
- l. Manage ideation of events, Skyword uploads, sales monitoring and cardholder communication for all experiences integrated into Priceless.com

Name	Role	Primary Role	%	Primary Location
David Hargis	SVP	Entertainment Oversight	40%	NYC
Megan Leitzinger	VP	Entertainment Day to Day Lead	35%	LA
Shawn Davis	AD	GRAMMYs Lead	45%	NYC
Erica Piazza	AD	Entertainment support	45%	NYC
Chelsea Pham	AM	Music support	30%	NYC/LA
Rob Twiddy	SVP	Esports NAM	7%	CT
Adam Overgaard	AM	Esports	75%	NYC
Emily Chen	AE	Esports Support	20%	NYC
Jake Paglia (TBR)	AE	Entertainment NAM	50%	NYC

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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#### SOW Resource Table

SOW RESOURCE TABLE TEMPLATE									
REGION/MARKET:		NAM							
RETAINER OR PROJECT NAME:		2025 NAM Sponsorship Retainer							
DATE OF SCOPE:		January 1, 2025 - December 31, 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)
Arnold Wright	US	9	Executive Vice President	1,800	1.00000			1,080	60%
Noah Kolodny	US	8	Head of Sponsorship Strategy	1,800	1.00000			270	15%
Jason Trumpdour	US	2	Senior Account Executive	1,800	1.00000			540	30%
Jason Trumpdour	US	2 OT	Senior Account Executive	1,800	1.00000			234	13%
Rocco Babun	US	1	Account Executive	1,800	1.00000			1,260	70%
Rocco Babun	US	1 OT	Account Executive	1,800	1.00000			162	9%
Josh Garrison	US	3	Sr. Strategist	1,800	1.00000			900	50%
Dave Dillio	US	7	Vice President	1,800	1.00000			1,800	100%
Ashley Maher	US	6	Group Director	1,800	1.00000			1,800	100%
Julie Pyrcz	US	5	Account Director	1,800	1.00000			1,800	100%
Conner Loder (TBR)	US	2	Senior Account Executive	1,800	1.00000			1,800	100%
Conner Loder (TBR)	US	2 OT	Senior Account Executive	1,800	1.00000			270	15%
Woody Thompson	US	9	Executive Vice President	1,800	1.00000			180	10%
Eileen Waller	US	8	Senior Vice President	1,800	1.00000			1,620	90%
Alyse Toulette	US	7	Vice President	1,800	1.00000			1,800	100%
Ben Richardson (TBR)	US	5	Account Director	1,800	1.00000			1,800	100%
Dan Kurtz	US	4	Senior Account Manager	1,800	1.00000			1,530	85%
Rich Repetsky	US	3	Account Manager	1,800	1.00000			1,620	90%
Keely Fay	US	1	Account Executive	1,800	1.00000			1,800	100%
Keeley Fay	US	1 OT	Account Executive	1,800	1.00000			270	15%
Brady Herl (TBR)	US	0	Account Trainee (Golf & Team Sports)	1,800	1.00000			1,800	100%
Brady Herl (TBR)	US	0 OT	Account Trainee (Golf & Team Sports)	1,800	1.00000			270	15%
Emily Burstein	US	3	Account Manager	1,800	1.00000			1,710	95%
Karina Walsh	US	1	Account Executive	1,800	1.00000			1,800	100%
Karina Walsh	US	1 OT	Account Executive	1,800	1.00000			270	15%
Teyanna Smalls McEachen	US	8	Senior Vice President	1,800	1.00000			1,260	70%
Stephanie Riley	US	7	Vice President	1,800	1.00000			1,530	85%
Anna Ghosin-Seliga	US	6	Group Director	1,800	1.00000			1,350	75%
Jessica Merz	US	5	Account Director	1,800	1.00000			1,800	100%
NET NEW	US	3	Event Manager	1,800	1.00000			1,800	100%
Catherine Nguyen	US	3	Event Manager	1,800	1.00000			1,800	100%
TBR AM	US	3	Event Manager	1,800	1.00000			1,800	100%
TBR AM	US	3	Event Manager	1,800	1.00000			1,350	75%
Courtney Mitten	US	1	Account Executive	1,800	1.00000			1,800	100%
Courtney Mitten	US	1 OT	Account Executive	1,800	1.00000			270	15%
Elizabeth Dehler (TBR)	US	1	Account Executive	1,800	1.00000			1,800	100%
Elizabeth Dehler (TBR)	US	1 OT	Account Executive	1,800	1.00000			270	15%
Danielle Sutherland (TBR)	US	1	Account Executive	1,800	1.00000			1,800	100%
Danielle Sutherland (TBR)	US	1 OT	Account Executive	1,800	1.00000			270	15%
David Hargis	US	8	Senior Vice President	1,800	1.00000			720	40%
Megan Leitzinger	US	7	Vice President	1,800	1.00000			630	35%
Shawn Davis	US	5	Account Director	1,800	1.00000			810	45%
Erica Piazza	US	5	Account Director	1,800	1.00000			810	45%
Chelsea Pham	US	3	Account Manager	1,800	1.00000			540	30%
Mia Porcelli (TBR)	US	1	Account Executive	1,800	1.00000			900	50%
Rob Twiddy	US	8	Senior Vice President	1,800	1.00000			126	7%
Adam Overgaard	US	3	Account Manager	1,800	1.00000			1,350	75%
Emily Chen (replacement)	US	1	Account Executive	1,800	1.00000			360	20%
Emily Chen (replacement)	US	1 OT	Account Executive	1,800	1.00000			126	7%
Total SOW Amount								53,658	2981.00%

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.

#### 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: monthly fixed fee. PO# 7010132046 is set up in the amount of \$ at \$ per month from January through April 2025.

Agency shall earn the Fee of from May through December 2025 as follows: \$ evenly each month during the Term from January 2025 through December 2025.

#### **Additional Terms**

[If applicable By 10/15, the Parties shall meet to discuss the staffing, responsibilities and fees for the 2026 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-cancelable 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.**

**COMPANY 1**

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

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

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

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

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

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

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

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