

**PROJECT STATEMENT FOR
AGENCY MASTER SERVICES AGREEMENT
FOR CREATIVE, MEDIA, INTERACTIVE, PROMOTIONS, EXPERIENTIAL AND
PUBLIC RELATIONS SERVICES

(THE “MASTER AGREEMENT”)**

Agency Name (“Agency”): Octagon, Inc.	Project Name: FIFA World Cup 2026 Virtual Roadshow (June 2025)
Agency/Agency Affiliate Providing Services: Octagon, Inc.	
Location of Agency/Agency Affiliate Office: 400 Atlantic St 11th floor, Stamford, CT 06901	
Agency/Agency Affiliate Project Lead: Nuvia Guzman	
Effective Date of Master Agreement: July 1, 2022	Expiration Date of Master Agreement: December 31, 2025

This Project Statement is subject to the Master Agreement effective as of the date written above between The [REDACTED] ("Company") and Agency. The terms and conditions of the Master Agreement are incorporated into this Project Statement by reference. Without limiting the generality of the foregoing, the parties to this Project Statement agree that the terms “Agency” and “Company” in the Master Agreement refer respectively to the “Agency Affiliate” and “Company Affiliate” signing this Project Statement, and therefore the rights and obligations of the “Agency” and “Company” under the Master Agreement apply to the “Agency Affiliate” and “Company Affiliate” signing this Project Statement, as if they themselves were parties to the Master Agreement. This Project Statement describes the services and the compensation to be provided in accordance with the terms and conditions of the Master Agreement. All capitalized terms that are not defined in this Project Statement shall have the meanings ascribed to them in the Master Agreement.

If, in connection with this Project, Agency/Agency Affiliates will receive an exception to host Deliverables outside Company’s preferred environment, or if Agency/Agency Affiliate will handle, collect, store, or process personally identifiable information, then Agency/Agency Affiliate hereby confirms that it has met the applicable insurance requirements of Section 17 of the Master Agreement.

X Yes ☐ No

Term of Project: The Services will begin on May 13, 2025 and will be completed by June 11, 2025.

Scope of Work, Deliverables & Staffing Plan: See Schedule I

9-8-15

Classified - Confidential

Scope of Work, Deliverables & Staffing Plan (applicable to Labor-Based projects only):
Not applicable

Fees: Company will pay Agency a fee that is (check the applicable box):

X	A fixed fee of \$ XXXXXX which is non-reconcilable and earned evenly over the term. See Schedule II	
	A total fee equal to the lesser of (i) an estimated fee of \$ based upon a multiple of estimated labor as shown in Schedule I, and calculated in accordance with, Section 4 of the Master Agreement and Section D of the Agency Fee and Expense Policy, or (ii) the amount computed pursuant to Exhibit B, Section 2, based on actual labor expended.	
	A total fee equal to the lesser of (i) the aggregate amount of time actually expended at the rate(s) set forth below, or (ii) (insert maximum amount of fee).	
	Position:	Rate Per: <input type="checkbox"/> Hour <input type="checkbox"/> Day Other _____
		Billed as incurred

Expenses: Company shall reimburse Agency for any out-of-town (non-home market) travel, living, and out-of-pocket expenses provided that Company has approved such out-of-pocket expenses in advance in writing. All travel must be conducted in accordance with Company's then-current Travel Policy. In addition to the Agency fee set forth above, Company shall deliver the amounts and on such dates as mutually agreed upon between the parties in connection with the execution by Agency of the Services set forth in herein. An estimated project budget and payment schedule is attached in Schedule I. Agency shall provide statements detailing actual costs. If any additional monies are required to cover Project costs, Company, upon written approval, will provide additional sums to Agency to cover such expenses within ten (10) business days of written request. If, upon conclusion of the Project Term, there are excess monies that have not been expended as designated herein, then Agency shall refund such sums to Company within ninety (90) days after the conclusion of the Project Term.

Payment Terms: All fee payments due to Agency (not including any bonus) are conditional upon full execution of this Project Statement, and payable as follows:

X Agency will invoice Company for the total fee upon completion of the Services.

☐ Agency will invoice Company in equal monthly installments on the first day of each month. The installments will be calculated using the fixed fee amount, the estimated fee amount (if based on a multiple of labor), or the maximum fee amount (if based on actual time expended) described above, as applicable. If Company has paid Agency fees in excess of the maximum amount payable, Agency will refund the excess to Company no later than 30 days after the maximum fee amount is calculated. The refund must be made in cash, and cannot be credited or set off against any other fees or expenses due from Company to Agency for other projects or services provided by Agency.

☐ Agency will invoice Company for the following portions of the fee upon completion of the following milestones: [insert milestones]

P4P Bonus: Company will pay Agency a P4P Bonus as described below: ☐ Yes ☒ No

Company will pay Agency a performance-based bonus (the “P4P Bonus”) to reward outstanding performance by the Agency, if and to the extent Agency meets the bonus criteria set forth in Schedule III. The P4P Bonus will be calculated separately with respect to Agency’s performance on “Defined” Deliverables, “Evolved” Deliverables and “Open” Deliverables as shown on Schedules I and III, with separate bonus criteria for each. The actual P4P Bonus payable to Agency with respect to each category of Deliverables (Defined, Evolved and Open, as applicable) will be calculated by dividing the Maximum P4P Potential amount for such category as shown on Schedule III by 100, and multiplying the result by the number of points earned by Agency using the criteria for such category set forth in Schedule III (“Agency Point Score”).

In addition to the base fee, Company will pre-pay the P4P Bonus Prepayment for Defined Deliverables only as set forth in Schedule III (the “Prepayment”), in equal installments across the term of the assignment. Agency will invoice Company for the Prepayment at appropriate intervals. Company will pay the invoice within 30 days of its receipt.

The actual P4P Bonus earned by Agency for all categories of Deliverables will be determined within three months of completion of the Services provided under this Project Statement. If the actual earned bonus exceeds the Prepayment, then Company will pay Agency the excess (if any). In no event will the Prepayment and the additional payment exceed the Maximum P4P Potential amount for all categories of Deliverables. Upon determination of the actual earned bonus and the additional payment (if any) due to Agency, Agency will invoice Company, and Company will pay such invoice within 30 days of its receipt. If after final determination of the actual bonus, Agency earns less than the Prepayment, then Agency will repay to Company the unearned portion of the Prepayment. The repayment must be made in cash, and cannot be credited or set off against any other fees or expenses due from Company to Agency for other projects or services provided by Agency.

Expenses: Company will reimburse Agency for travel and out-of-pocket expenses not to exceed the amount shown in Schedule I, unless Company has otherwise approved such expenses in advance in writing.

Agency Tools: None

Additional Provisions:

The parties agree to meet no less frequently than monthly to review the hours incurred in the previous month and since project commencement to track performance against the Deliverables detailed in Schedule I.

This Project Statement may be executed in any number of counterparts each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the parties. Where permitted by applicable law, signatures exchanged by facsimile or other electronic means will be deemed to be the same as electronic signatures. By signing below, each of the undersigned represents and warrants that he/she is authorized to sign this Project Statement on behalf of, and to bind Company or Agency, respectively, to this Project Statement.

AGREED TO BY:**AGENCY OR AGENCY AFFILIATE:**

Octagon, Inc.

By: 

Printed Name: Nuvia Guzman

Title: Senior Vice President

Date: July 8, 2025

COMPANY OR COMPANY AFFILIATE:

By: _____

Printed Name: _____

Title: _____

Date: _____

Schedule I: Project Statement

Scope of Work, Deliverables & Staffing Plan

If Agency/Agency Affiliates receives an exception to host Deliverables outside Company's preferred environment, or if Agency/Agency Affiliate will handle, collect, store, or process personally identifiable information, then Agency/Agency Affiliate must confirm that it has met the applicable insurance requirements of Section 17 of the Master Agreement.

Lead Category	Sub-Category	Octagon Scope and Deliverables	TCCC Scope and Deliverables
Admin / Project Management	Meetings	OCT to host weekly status meetings with client; as program progresses in accordance with timeline.	TCCC to attend meetings and provide input, program direction, and talking points .
	Tracking Documents	OCT to prepare tracking document to provide client with updates on program progress and outstanding items which is updated daily noting status off information and approvals for presenters information.	TCCC team to comment and respond to their required actions from status documents and support in securing/approving information from presenters.
	Timeline	OCT to prepare a master timeline that captures deliverables in which to deliver program on time. OCT to manage timeline and ensure deliverables remains on track. OCT to use the timeline to alert client in advance where presentation information is missing or falling behind.	TCCC team to support timeline and work with presenters to ensure delivery of information according to timeline.
Budgets/Finance, Legal and Insurance	Octagon Staffing & Fees	Staffing plan has been mutually agreed to as follows, 1x SVP, 1 VP and 1 GD for onsite support. Staffing will be based on actual hours worked utilizing pre-approved rate card.	TCCC team to review and approve program staffing plan. TCCC team to manage their own internal activation budget related to this program.
	Operations Budget	OCT to manage the operational budget for program including program support, uniforms and any onsite needs as they arise. OCT actual expenses are provided within schedule II of this SOW.	TCCC team to contract and manage any 3rd party vendors or agencies required to activate program.
	Vendor Payments	OCT to facilitate timely payments to vendors and suppliers on [REDACTED] behalf (payment terms to be agreed within contract specifically)	TCCC to manage A/V teams vendor/agency payments if contracted directly
	Agency Contract	OCT legal to review scope and share further specific clauses relative to deliverables with TCCC legal for review and alignment	TCCC to review SOW and provide feedback as required.
Documentation	Creative	Creative and Design is not included within this SOW, therefore OCT will not be responsible for developing any creative visuals (video or static) for presenters, not will OCT be responsible for developing any presentations for presenters.	TCCC team to work with presenters to ensure their visuals are delivered on time and with no editing needed by OCT team.

Operations and Team	Team	<p>OCT to provide 1x SVP, 1 VP and 1 GD for program execution.</p> <p>PLEASE see role descriptor in Schedule II of this SOW.</p>	<p>TCCC teams to resource any incremental needs for program activation (Virtual Environment development and execution)</p> <p>OCT will provide advice and guidance as to the support required and where necessary provide recommendations TCCC regarding virtual environment design and execution.</p>
	Team Roles & Responsibilities	Staffing roles have been provided in schedule II of this SOW.	TCCC team to align and agree to proposed team deliverables and responsibilities
	Virtual Roadshows	OCT to collaborate with TCCC Global team on the development and execution of 1 year out FIFA World Cup Virtual Roadshows program	TCCC Global team to provide guidance and feedback on content to be presented in Virtual Roadshow and invite any key stakeholders to present as part of the roadshow
Experiential & Logistics	Experiential	<p>OCT to consult with each presenter to understand their key points and work with them to develop talking points for their presentation.</p> <p>OCT to build a cohesive narrative architecture for the presentation, creating and writing seamless transitions between presenters.</p> <p>OCT to build out a cohesive run of show for approval by TCCC</p> <p>OCT to write overall show script, working with each presenter to ensure show flows appropriately and information is easily consumed by the online audience watching.</p> <p>Octagon to secure any visual elements requested by presenter and ensure they are successfully incorporated into their presentation.</p> <p>OCT to manage the tech rehearsal prior to Roadshow presentation to ensure all technology works and that presenters are comfortable presenting in the virtual environment and confirming the accuracy of visuals shared during presentation.</p> <p>OCT to produce overall show and provide direction to 3rd party Virtual Environment vendor contracted by TCCC and TCCC AV team to ensure a quality and educational presentation.</p>	<p>TCCC review scripting for approval and accuracy of visual elements provided by presenters.</p> <p>TCCC team to ensure presentation space is available on the day prior to Roadshow for set up and rehearsal and for day of the event. TCCC to confirm availability with all presenters</p>

	Presenter Uniforms.	OCT to manage the procurement of National team uniforms for presenters to wear during presentation.	TCCC to provide recommendations on preferred National team jerseys for presenters to wear.
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Expenses related to program delivery:

2025 FWC Roadshow Expenses			
SUPPORT STAFF			
Invision	\$		Producer and Creative support for production
SUPPLIES			
Jerseys	\$		National Team Jerseys for presenters to wear
T&E			
Meals	\$		Staff Meals, Breakfast items for Speakers
Mileage	\$	149	Mileage costs for Matt Perez and Hernan Pena
Total Fees:	\$		

Schedule II: Staffing Plan

Please see below matrix which represents the team structure to deliver the program:

2025 FWC Virtual Roadshow Staffing					
Title	Name	Rate	Total Hours	Total Fee	Notes
Snr. Vice President	Nuvia Guzman		25		Program oversight & support
Vice President	Matt Perez		80		Day-to-day client management and execution of deliverables
Group Director	Hernan Pena		11		Onsite operations and logistics
Total Fees:					