

STATEMENT OF WORK
for [REDACTED] with Tom Brady Creative Phase 1

This Statement of Work (“SOW”), effective as of November 1, 2024 (“SOW Effective Date”), is entered into by and between [REDACTED] and Octagon, Inc. (“Consultant”). This SOW is incorporated by reference and subject to and governed by the terms and conditions set forth in the Professional Services Agreement by and between [REDACTED] and Consultant dated August 1, 2014, as amended (the “Agreement”). This SOW and the Agreement constitute the complete agreement regarding the Services provided under this SOW. Unless otherwise defined herein, all capitalized terms used in this SOW shall have the meaning ascribed to them in the Agreement.

1. Services Overview

This SOW covers Consultant’s delivery of Services, deliverables and Work Product as further described herein for the [REDACTED] with Tom Brady Creative project. Work will include a full creative build out of all series episodes in addition to the first phase of production preparation.

2. Detailed Description of Services, Work Product and Other Deliverables

Consultant will perform the following Services and provide to [REDACTED] the following Work Product and other deliverables during the SOW Term (defined below):

- 1) Concept
 - i) Build out eight (8) episodes of the [REDACTED] Content series featuring Tom Brady that will include:
 - (1) Full scripts of each episode
 - (2) Up to eight minutes per episode of content
 - ii) Includes two rounds of review with [REDACTED]
- 2) Production
 - i) Deliver full production budget (once episodes have been approved)
 - ii) Provide location options for [REDACTED] to chose

Such Services, Work Product and other deliverables shall be provided in accordance with and conform in all material respects with the Specifications (defined below) set out above.

Any work commenced prior to the SOW Effective Date in connection with this SOW herein shall be subject to and governed by the terms and conditions of this SOW and the Agreement.

3. SOW Term & Project Schedule

SOW Term: The term of this SOW will commence on the SOW Effective Date and ends on December 31, 2024 (“SOW Term”).

Consultant will complete the Services, Work Product and other deliverables by December 31, 2024. Any changes to the Project Schedule must be agreed upon in a writing signed by both parties.

4. Personnel

Consultant will provide the resources and personnel required to perform the Services and deliver the deliverables and Work Product during the SOW Term.

Consultant personnel will be experienced in creative concepting and production. Please see roles below (or equivalent):

NAME	TITLE	HOURS	RATE	FEE
Matt Malichio	EVP Creative	8	\$	\$
Josh Patterson	VP Creative	40	\$	\$
Jason Sfre	Creative Director	60	\$	\$
Pricilla Cutri	Creative Director	60	\$	\$
Anne Sullivan	SVP Creative Operations	2	\$	\$
Sean LaGamma	VP Executive Producer	35	\$	\$
Melissa Johnson	Senior Producer	20	\$	\$
Carly Rowell	Project Director	2	\$	\$
TOTAL				\$

Consultant personnel will work onsite or from Consultant's office(s) as agreed to by [REDACTED]

[REDACTED]

5. Project Fees & Expenses

All pricing shall be in U.S. dollars.

Fees: Consultant will perform the Services and provide the Work Product and deliverables hereunder on a fixed fee and non-reconcilable basis for a total of [REDACTED] ("Project Fees") which shall be earned upon completion of the Project. Consultant will invoice [REDACTED] upon signature of this SOW.

6. Acceptance

Consultant will notify [REDACTED] of the delivery of completed Services, deliverables and/or Work Product. [REDACTED] will promptly review all Services, deliverables and/or Work Product to determine whether those Services, deliverables and Work Product conform to the specifications outlined in this SOW (the "Specifications"). If [REDACTED] determines that the Services, deliverables or Work Product do not meet such Specifications, [REDACTED] shall notify Consultant in writing (email shall suffice). Consultant will promptly correct all material nonconformities in the Services, deliverables and Work Product without any additional cost to [REDACTED]. If there is a dispute between [REDACTED] and Consultant pertaining to performance or quality of the Services, deliverables and/or Work Product, [REDACTED] will notify Consultant of the dispute and of [REDACTED] concerns regarding the Services, deliverables and/or Work Product, in writing, within fifteen (15) business days of receipt of the Service, deliverable or Work Product, as applicable. In such event, [REDACTED] will allow Consultant five (5) business days to submit an action plan to correct the concern. [REDACTED] shall not be billed for time associated with planning, development and/or execution of any corrective action plan. The Services, deliverables and Work Product will be accepted upon Consultant's delivery and [REDACTED] written acceptance of all Services, deliverables and/or Work Product ("Acceptance").

Notwithstanding anything herein to the contrary, [REDACTED] may withhold final payment of the Services, deliverables and Work Product hereunder until Acceptance of all Services, deliverables and Work Product in accordance with the foregoing paragraph.

7. [REDACTED] Responsibilities

[REDACTED] may provide Consultant with personnel identification badges (if required) in accordance with [REDACTED] security policies and subject to a written commitment by such personnel concerning badge use and return. Consultant shall be responsible for returning all badges and credentials issued to its personnel in accordance with such commitment. If

providing Services on [REDACTED] site(s), Consultant will be provided space equipped with telephone and Internet access, and a desktop computer will be provided for sending internal documentation to [REDACTED] personnel.

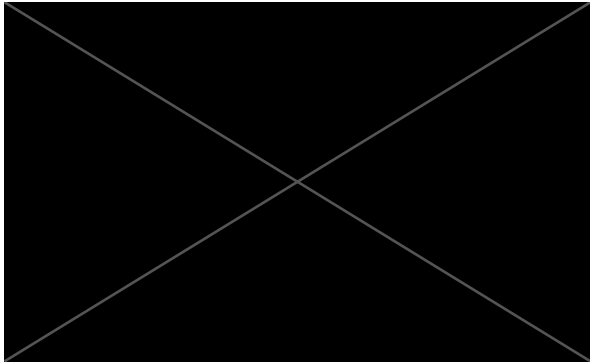
8. Documentation

Consultant will document the Work Product, deliverables and the results of the Services as outlined in this SOW. The Services, deliverables, Work Product and applicable documentation will be presented to [REDACTED] Project Management for approval.

9. Change Orders

Changes to this SOW will be processed in accordance with the procedure described in the Agreement. Changes to this SOW may be made using the Change Order template attached to the Agreement or as otherwise provided by [REDACTED]

IN WITNESS WHEREOF, the parties’ authorized representatives have executed this SOW to be effective as of the SOW Effective Date.



OCTAGON, INC.
DocuSigned by:
By: 
31F62FB04948496...
(Signature)
Name: woody Thompson
Title: Executive Vice President
Date: 12-06-2024