

STATEMENT OF WORK
for [REDACTED] **WNBA Content Execution**

This Statement of Work (“**SOW**”), effective as of December 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 (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 relating to production and execution of the WNBA Content Series titled “Power Forward.”

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. Creative Oversight
 - a. Provide creative oversight of pre-production, production and post production for the WNBA content Power Forward to be filmed in either late February 2025 or early March 2025. Shoot date is dependent on athletes’ schedules
 - b. Pre-Production
 - i. Make recommendations and review all home footage provided by WNBA players to determine what is needed for final production
 - ii. Provide a shot list and video list of WNBA footage needed for production
 1. Consultant to work directly with the WNBA to source footage. All fees related to licensing will be paid from [REDACTED] Activation Fund as part of its WNBA [REDACTED] Sponsorship Agreement and is not included in the expenses of this SOW
 - iii. Write scripts for athletes for the production day
 1. Includes two (2) rounds of client review of scripts
 - c. Production
 - i. Assist director on set with production and creative storytelling
 - d. Post-Production
 - i. Provide creative oversight of video editing process
2. Production
 - a. Source and hire a vendor for production (as a subcontractor to Consultant)
 - i. Prior to hiring the production company, [REDACTED] will be informed and will approve production bid
 - b. Conduct remote shoot days (up to two (2) days) with members of each players’ family to capture content (the “Content”)
 - c. Draft a pre-production document to be shared with clients and athletes in advance of the production shoot
 - d. Provide on-set management of production day
 - e. Book “glam” for each of the three players including a stylist, hair and makeup artist
3. Post Production
 - a. Edit Content and deliver three (3) episodes to be leveraged on social media, digital media and [REDACTED]

- b. Deliver up to two (2) cutdowns per episode for a total of up to six (6) to be used on social media (the "Cutdowns")
 - i. Any additional cutdowns requested may result in an increase in fee and expenses
 - ii. Editing includes two (2) rounds of client review on video and two (2) rounds of client review on the cutdowns.

All Content, Episodes and Cutdowns delivered under this SOW shall be deemed Work Product in accordance with Section 3.1 (*Title*) of the Agreement.

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 end on April 30, 2025 ("SOW Term").

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 conceiving and production.

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



Consultant's Project Management or project contact(s) shall include:

Name	Title	Hours	Rate	Fee
Matt Malichio	EVP, Creative Director	10.00		
Josh Patterson	VP, Creative Director	40.00		
Jason Sifre	Creative Director	100.00		
Rachel Frain	Creative Director	125.00		
Anne Sullivan	SVP, Creative Operations Director	10.00		
Sean LaGamma	VP, Executive Producer	80.00		
Melissa Johnson	Senior Producer	150.00		
Will Butler	Content Director	50.00		
Jen Royka	Senior Editor	300.00		
Stephanie Urioste-gui	Producer	50.00		
Carly Rowell	Project Director	10.00		
Total				

*Rates and fees are provided for illustrative purposes only

5. Project Fees & Expenses

All pricing and payments shall be in U.S. dollars.

Fees: Consultant will perform the Services and provide the Work Product and deliverables hereunder on a fixed fee basis for a total of [REDACTED] plus up to [REDACTED] in estimated expenses (“OOP Expenses”) for a total of up to [REDACTED] (“Project Fees”).

Invoicing Schedule: Consultant will invoice [REDACTED] on a monthly basis in arrears. In no event shall the cumulative amount of all invoices exceed the amount of the Project Fees without the prior written consent of [REDACTED]. All fees are due and payable in accordance with the Agreement.

Expenses: Day-to-day expenses are included as part of the Project Fees. The parties agree that the OOP Expenses estimated to be [REDACTED] at the time of signature. Any additional expenses must be pre-approved by [REDACTED] in writing.

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.

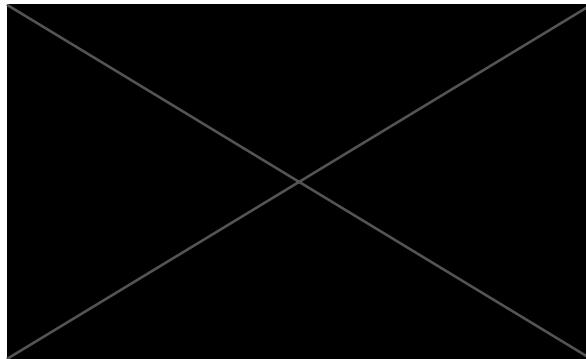
8. Documentation

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:


51F62FB66948496...
(Signature)

Name: Woody Thompson

Title: Executive Vice President

Date: 03-05-2025