

Statement of Work

2025 COMPANY 2 GLOBAL – CORONA 100 TODO MUNDO NO RIO HOSPITALITY PROGRAM

This Statement of Work (“SOW”) is entered into on February 01, 2025, between Company 2, with offices at offices and Octagon Worldwide Ltd (“Octagon” or “Supplier”) and is made pursuant to the Master Consulting Agreement dated 1 July 2009 between Company 2 and Octagon Worldwide (‘Master Agreement’), the terms of which are incorporated into this SOW.

Project: 2025 Company 2 Corona 100 Todo Mundo no Rio Hospitality Program Costs and Fees

- I. Description:** Octagon has been appointed to support Company 2’s 2025 Company 2 Corona 100 Todo Mundo no Rio hospitality program. Guests will stay on a single package ranging from 01-04 May. This SOW is provisioned to host a total of 58 guests.

Program Notes

- The inclusions and figures quoted are based on a working number of hosting 58 local and international guests attending the Todo Mundo no Rio concert featuring Lady Gaga in Rio de Janeiro, Brazil, on Saturday, 3 May 2025
 - Concert’s VIP accreditation is provided by Company 2 internally, and costs are not provisioned in this SOW.
 - Attendance and costs associated with the Todo Mundo no Rio event, other than specified staff to host the guests, are not included in this SOW.
- Hospitality Programs are created for Company 2 guests via invite-only and exclusively for this audience
- Hospitality programs are purchased via the approved Company 2 markets (as supplied by Company 2) and paid via Company 2’s internal recharge system.
- Octagon will assist Company 2 in requesting the necessary details for the Market ICO details for agreed package payment to Company 2 GHQ
- Costs quoted are gross, inclusive of irrecoverable VAT

II. Services:

A. Program Costs

1.0 Accommodation

A) Hospitality Program Guest Accommodation

1. Guest accommodation totaling 100 nights at the Copacabana Palace Hotel in Rio de Janeiro, including breakfast and taxes, from 1 – 5 May 2025. Run of house rooms to be determined and agreed upon by Octagon and The Copacabana Palace Hotel.
2. The concert organizer will provide 16 additional room nights as part of Company 2’s sponsorship agreement. Octagon is not responsible for guaranteeing these nights due to a third-party agreement from Company 2. Octagon will put its best efforts into managing this booking with the third party referred to.
3. Breakfast and taxes are included in the rates.
4. Porterage service allowance for each guest
5. Company 2 Product allowance for drink upon arrival at the hotel and (where possible, agreed) Company 2 products in-room mini fridge

Budget Estimated Total for guest accommodation order: \$

2.0 Ground Transport

Transport services include ground transport for the estimated 58 guests, including

1. Airport transfers - return, based on private airport transfers (2 guests per car), including driver meet and greet, to/from Rio de Janeiro International and Domestic Airports (Aeroporto Internacional Tom Jobim and Aeroporto Santos Dumont) and the guest hotel in central London. Total of 58 return transfers.
2. Activities transfers (mini-van, shared). Activity locations are under development but will include central Rio de Janeiro locations
3. Event day transfers for executives (mini-van, shared)
4. Where possible, supplier shall source armored vehicles
5. Contingency transport available for VVIP executives ad-hoc private requests
6. Allocation for parking and tools, vehicle refreshments onboard guest vehicles
7. One transport coordinator to support on-site operations at the hotel and airports
8. Drivers to follow the route approved by Company 2 security team

Transportation provided by the vendor is on a 12-hour basis and is inclusive of a trained English-speaking driver, driver expenses, dispatching to/from the depot, cleaning, and insurance included.

Budget Estimated Total for transport order \$

3.0 Meals and Experiences

Food & Beverage

The hospitality packages include some meals while the guest is on the program in Rio de Janeiro, including the below. Note that these meals are supplied in accordance to the catering offer within the 2 May Corona Sunset event hosted at Classico Sunset Club on Corcovado and organized by a third-party agency contracted by Company 2. This SoW covers the F&B costs for 58 guests but all event production and event programming is organized by the third-party agency

- 3 Night Program (1-4 May)
 - Welcome Dinner x1
 - Lunch x 2
 - Late Dinner x 2
 - Allocation to cover ad-hoc VIP executives bookings at different restaurants in the city
 - Allocation for additional beers at the concert

Lunch Meal to include selection of Company 2 product/s, buffet (or similar), service, taxes and any rental fees associated with the venue / booking if applicable.

Dinner Meal to include selection of Company 2 product, 3 course meal (or similar), service, taxes, and any rental fees associated with the venue/booking, if applicable.

Allocation for a selection of Company 2 product on the minibar and other hotel areas, per person, per day.

Budget Estimated Total for Food and Beverages \$

B. Overhead Costs

1.0 Branding, POCM and Gifting Operational branding

Branding: Allocation for Operations branding, including directional signage such as ‘lollipop’ signage and transport display signage for use in and around Rio de Janeiro.

POCM: Point of Consumer Marketing material such as buckets, bottle openers, trays and any other items that will be used to display the Corona brand throughout the event.

Gifting: Company 2 sourced a third-party agency to develop the concept and produce the all the gifting options for this program. Octagon will support the third-party agency leading the communication with the hotel to facilitate the room drops and guest experience.

Corona fridges and other larger technical items install, supply and removal are to be brought in by Corona/ Company 2 local team and no costs for this are provisioned within this SOWs.

Budget Estimated Total \$

2.0 Guest Management System

Setup of a GMS with event-related information, centralizing guest communication and allowing a sole source of truth regarding guest data that will support arrivals and departures, accommodation and any other bespoke need for the ultimate experience.

Budget Estimated Total \$

3.0 Operational

Estimation of costs allocation relating to onsite services including;

- Contribution towards shipping costs and deliveries to/from Rio de Janeiro for hospitality event related materials
- Onsite office at Porto Bay Rio de Janeiro Hotel for 7 days (28 April -04 May inclusive) for up to 20 staff
- Hospitality Program Operations Event Insurance
- Contingency allocation of 5% on Costs and T&E only

Operational Budget Estimated Total \$

3.0 Octagon Staff Travel and Expenses

Octagon hospitality team travel and expenses incurred whilst on the event and site visits and for travel/to from the event and site visits including accommodation in Rio de Janeiro, daily per diem, transport allocation and international flights.

Budget Estimated Total \$

C. Program Management Fee

Global Hospitality program management, itinerary development and onsite hosting

1) Program Management

- 1) Day to day communication with Company 2 stakeholders and markets regarding hospitality program, itineraries and guidelines
- 2) Participate in weekly meetings with Company 2 to track the status of hospitality program development and execution
- 3) Budget and finance tracking
- 4) Source and manage local third-party vendors/ agencies to support all operational aspect of the hospitality program execution
- 5) Work with Company 2 to procure, vet and contract relevant suppliers including but not limited to transport, staffing, onsite accommodation and other workstreams

2) Hospitality Operations

- 1) Conduct pre-event site visits and attending on all team workshop events
- 2) Management of the guest registration portal ensuring all invited guests are registered and follow up with the markets on any missing guest details
- 3) VVIP accreditation management including inventory management and distribution of event accreditation for the guests on the hosted program
- 4) Production of event operational documents – including but not limited to rooming lists, transport manifests, and Know Before you Go guide
- 5) Working with the brand team to ensure POCM and products area properly displayed in accordance to brand guidelines
- 6) Provide a team of onsite event experts to manage the event onsite
- 7) Provide ‘guest first’ onsite hosting to all markets and their guests attending the program

Program Management Fees Total \$

III. Term of project:

Start Date: February 1, 2025

End Date: May 31, 2025

III. Third Party Costs:

Please note, once the amount for third party expenses is approved, any payments in addition to the noted amount must be specifically approved in writing by Company 2. On conclusion of the event a full reconciliation breakdown will be provided to finalize any outstanding payments.

IV. Reconcilable costs & T&E of \$ which shall be invoiced by Supplier and payable by Company 2 as shown in table below in section VI

V. Fees: Fixed and non-reconcilable fees of \$ to be earned by Supplier and payable by Company 2 as shown in table below in section VI

VI. Invoicing and payment terms

Item	Invoice Date	Amount	Payment Terms
Third Party Costs	1 April 2025	\$	60 Days
Octagon Travel and Expenses	1 April 2025	\$	120 Days
Octagon Fees	1 April 2025	\$	120 Days

XI. Agreed Contract Conditions:

1. Payment terms for fees are 120 days
2. Payment terms for operational expenses are 60 days
3. The Parties agree that for all Services that, under this SOW, Supplier (i) procures through Subcontractors or (ii) secures from third parties on behalf of Company 2, Supplier shall use commercially reasonable efforts to secure payments terms are set at 120 days from the date of receipt of the respective invoice by Supplier, unless (a) otherwise approved in writing by e-mail by any Company 2 Procurement representative, or (b) an Company 2 Procurement representative has actively participated in the procurement of the Services.

then the Supplier or Company 2 (as the case may be) shall notify the other party promptly after making any such decision and the following shall apply:

- (a) Supplier or Company 2 shall discuss, in good faith, the reasons for the decision, including any possible mitigation plans or future rescheduling;
- (b) Company 2 shall be responsible for paying the Supplier for any costs or expenses incurred up to the date of notification in relation to both the provision of the Services and any external third party costs, provided all such costs had been previously notified to, and approved by, Company 2 and provided further that the Supplier shall use all reasonable endeavor to minimize and mitigate such costs;
- (c) Company 2 shall be provided with a full refund of all fees or charges paid by Company 2 in respect of any period following the date of notification; and
- (d) Company 2 or Supplier may, by written notice to the other party, elect to terminate this SOW with immediate effect.

Integration

The Parties acknowledge and agree that in the event of any conflict between the provisions of this Scope of Work and the Agreement, the provisions of this Scope of Work shall apply, but only to the extent that such provisions do not modify the following Clauses of the Agreement: 1, 2, 4.1, 4.3, 4.4, 6.2, 6.4, 6.5, 6.6, 7, 8, 9, 11, 12, 13, 15, 17, 18, 19, 21, 22, 24, 25, 27, 28, 30 and 31.

By their signatures below, the parties are agreeing to the terms of this SOW.

OCTAGON WORLDWIDE

By: _____ Date: _____
Name:
Title:

COMPANY 2

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title: