

AMENDMENT No. 1
to
STATEMENT OF WORK

This AMENDMENT No. 1 (“Amendment”), effective as of March 1, 2025, hereby amends that certain Statement of Work dated as of February 1, 2025, (“SOW”) by and between Company 10 (“Company 10”) and Octagon, Inc. (“Octagon”) under that certain Master Agency Services Agreement dated as of April 21, 2010, as amended, by and between Octagon, among other Interpublic Group of Company agencies, and Company 10 (the “Agreement”).

WITNESSETH:

WHEREAS, Company 10 and Octagon have entered into the SOW, as amended; and

WHEREAS, Company 10 and Octagon wish to modify certain terms as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Amendment, the parties hereby agree as follows:

1. **DEFINITIONS:** Unless otherwise defined in this Amendment, capitalized terms used, but not defined, shall have the same meanings assigned to such terms in the Agreement.
2. **SERVICES:** Section 2 of the SOW is hereby amended to add the following additional Services:
 - xi. FIFA World Cup Sponsorship Management
 - xii. FIFA World Cup Activation & Experiential Programming
 - xiii. FIFA World Cup Hospitality
 - xiv. FIFA World Cup Creative Ideation & Support
 - xv. FIFA World Cup Strategy & Measurement

The above-mentioned categories are described in further detail below to exhibit the full Services and management capabilities to be provided to Company 10 by Octagon:

- xi. Sponsorship Management & Administration
 - i. Lead the management of the Company 10’s two (2) official sponsorships: FIFA World Cup and the Atlanta Host Committee
 - ii. Provide FIFA and soccer subject matter expertise, key business insights, track industry news and monitor partnership best practices
 - iii. Provide the following account management & administration support for the two (2) sponsorships:
 - a. Develop meeting agendas and follow-up notes
 - b. Track the Company 10’s FIFA World Cup budget and provide leadership with monthly updates
 - c. Oversee the development, approvals and trafficking of all contractual assets between the two properties

- d. Lead integration with other agency partners
 - e. Lead talent negotiations and day-to-day management of each talent
 - f. Develop and update the internal FIFA World Cup sponsorship playbook, and develop other key internal documents
 - g. Draft FIFA World Cup focused POVs and recommendations
 - h. Support the development of a product licensing & value-in-kind deals between the Company 10 and FIFA
 - i. Support programming opportunities with other FIFA World Cup partners (i.e. Panini)
 - j. Support Company 10's Executive Leadership Team requests as needed
 - k. Attend FIFA planning meetings and conferences
- xii. FIFA World Cup Activation & Experiential
 - i. Lead the concepting, development, planning, management and execution of eleven (11) Fan Fests activations (US only)
 - ii. Lead the concepting, development, planning, management and execution of five (5) stadium activations (US only)
 - iii. Lead the concepting for Company 10's small & medium "Pro" engagement programming (US only)
 - iv. Support the development, planning and execution of a US market only consumer promotion
 - v. Support the recruitment, training and fulfillment of FIFA's Company 10 associate volunteer program asset (US only)
 - vi. Support Company 10 associate engagement programming, specifically the development and distribution of apron pin and badge
 - vii. Support the development and execution of the national Kids Workshop FIFA World Cup themed program on June 6, 2026
 - viii. Support holiday 2025 programming & specific store events
- xiii. FIFA World Cup Hosting & Hospitality
 - i. Lead the purchasing, payment, day-to-day management and distribution of the Company 10's 6.5K+ contractual World Cup tickets across three (3) properties (FIFA, ATL Host Committee and US Soccer)
 - ii. Lead the concepting, development, planning, management and execution premier hosting programs at twelve (12) specific matches
 - iii. Help lead the planning and support the allocation of the MBS Suite for eight (8) matches
 - iv. Support the Company 10's match hospitality planning, payment and ticket inventory with its FIFA hospitality investment
- xiv. FIFA World Cup Creative & Ideation
 - i. Lead ideation and concepting for how the FIFA World Cup partnership will come to life across multiple channels (Fan Fests & Stadium Activations and Small / Medium Pro Engagement)
 - ii. Support overall creative planning and go to market strategy

- iii. Develop Company 10's FIFA World Cup contractual assets
- xv. FIFA World Cup Strategy, Research & Measurement
 - i. Support the planning, development, tracking and execution of a fully integrated sponsorship measurement plan
 - ii. Be available for ad hoc FIFA World Cup focused research assignments
 - iii. Support the development of POVs & recommendations as requested
 - iv. Support the development of supplier packages

3. **FEES:** Section 3 of the SOW is hereby revised to add that in addition to the Fee Amounts and Fee Billing schedule set forth in the SOW, in Year One, Company 10 agrees to pay Octagon an incremental fixed and non-reconcilable amount of \$, payable in monthly installments of \$ and earned evenly over the term of February 2025 through January 2026. The total additional fee includes the SOW Volume Discount in Section 10 of the SOW.

Month	Total
February 2025	\$
March 2025	\$
April 2025	\$
May 2025	\$
June 2025	\$
July 2025	\$
August 2025	\$
September 2025	\$
October 2025	\$
November 2025	\$
December 2025	\$
January 2026	\$
GRAND TOTAL	

4. **EMPLOYEES:** Section 8 of the SOW is hereby amended to add the following incremental staff for Year One:

Client Services

Person	Title	Percentage	Hours
Derek Aframe	Executive Vice President	5.0%	90
Matt Chelap	Senior Vice President	20.0%	360
Kelly Duffy	Senior Vice President	95.0%	1710
Humberto Fernandez	Group Director	100.0%	1800
TBD (*New Resource*)	Account Director	100.0%	1650
Lindell Galvin	Account Manager	100.0%	1800
TBD (*New Resource*)	Account Manager	100.0%	1650

Experiential

Person	Title	Percentage	Hours
Kami Taylor	Executive Vice President	5.0%	90
Allan Whitesell	Vice President	30.0%	540
Allyson Ensinger	Group Director	100.0%	1800
Chris Krup	Group Director	22.5%	405
Holly Foscolos	Account Manager	100.0%	1800
Taylor Mowid	Senior Account Executive	50.0%	675
TBD (*New Resource*)	Account Executive	100.0%	1350

Hospitality

Person	Title	Percentage	Hours
Noelle Demers	Senior Vice President	10.0%	180
Christy Lynch	Vice President	100.0%	1800
Simone Hopps	Account Manager	100.0%	1800
TBD (*New Resource*)	Senior Event Executive	100.0%	1350

Strategy

Person	Title	Percentage	Hours
Kevin Wittner	Senior Vice President	5.0%	90
Adam Daroff	Group Director	10.0%	180
Brett Centracchio	Senior Analyst	10.0%	180

Creative

Person	Title	Percentage	Hours
Matt Malichio	Executive Creative Director	5.0%	90
Morgan Howell	Senior Vice President	5.0%	90
Katherine Kilmer	Creative Planner	10.0%	120
Ava Navarro	Junior Planner	5.0%	60
Josh Patterson	Vice President, Creative Director	10.0%	180
Jason Sifre	Art Director	15.0%	270
Priscilla Cutri	Art Director / Copy Writer	15.0%	270
Zach Zamchick	Creative Designer, Experientia	15.0%	270
Anthony Pensiero	Design Director	10.0%	180
Jessical Strohl	Designer	20.0%	300
Thai Ngo	Designer	5.0%	45
Vic Iraola	3D Designer	10.0%	90
Bryan Goldsmith	Project Manager	5.0%	90

5. **AFFIRMATION OF THE DOCUMENTS**: Except as amended herein, the SOW is hereby ratified and affirmed.

7. **ENTIRE AGREEMENT:** This Amendment constitutes the full understanding between the parties with respect to the subject matter hereof and may not be changed or modified, without the prior written consent of both parties. This Amendment supersedes any and all other agreements and understandings, whether written or oral, between the parties with respect to the subject matter of this Amendment, including any prior course of dealing or usage of trade, all prior or contemporaneous oral agreements between the parties and all prior written agreements between the parties with respect to the subject matter of this Amendment. The parties agree that the terms and conditions contained herein shall be kept strictly confidential and not disclosed to any third parties, except as required by law. To the extent of any conflicts between this Amendment and the SOW, the terms and conditions of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly Authorized Representatives.

COMPANY 10

OCTAGON, INC.

By:_____

By:_____

Printed:_____

Printed:_____

Title:_____

Title:_____

Date:_____

Date:_____