



Contract Number: ENTER THE INTERNAL CONTRACT REFERENCE FOR THIS CONTRACT

STATEMENT OF WORK

EFFECTIVE DATE: JULY 16, 2025

Pursuant to Master Services Agreement

made and effective as of May 1, 2006, as amended and modified

(the "Agreement" or "MSA")

Between [REDACTED] International Incorporated (" [REDACTED]" or "Client")

and Octagon, Inc. (f/k/a Octagon Worldwide, Inc.) a subsidiary of the Interpublic Group of Companies, Inc.

(the "Agency" or "Supplier")

This Statement of Work ("SOW") is covered by and made pursuant to and subject to, the terms and conditions contained in the Agreement referenced above, which are incorporated by reference into this SOW. Agency offers the following services (the "Services") to [REDACTED]'s undersigned parent, subsidiary and/or affiliated company.

Region/Market/Business Unit Involved: Global B2B & Product Marketing

Octagon Office providing Services: Stamford, CT; Chicago, IL

Title of Project: 2025 [REDACTED] / Octagon Global B2B & Product Marketing Support Project

Term of Project: May 1, 2025 – December 31, 2025

Understanding and Project Context

Nature of the Relationship to be established respecting the Project: Fixed Monthly Fee

Description of Services: Agency to provide the following Services to support [REDACTED] Global B2B and Product Marketing including sponsorship integration support for Core Payments and McLaren F1 passion card support ("Project").



Scope of Work:

A) Core Payments Sponsorship Integration Support

- 1) Provide one (1) assessment of segmentation across the top 5 [REDACTED] sponsorships (sponsorship properties to be mutually agreed upon) with a focus on affluent customers, [REDACTED] Collection, and debit/Gen Z
- 2) Assist [REDACTED] Global B2B & Product Marketing with mapping out Core Payment product integration opportunities and prospective timelines across the top 5 [REDACTED] sponsorships (sponsorship properties to be mutually agreed upon)
- 3) Assist [REDACTED] Global B2B & Product Marketing with the development and maintenance of up to three (3) reports to communicate the progress of Core Payment product and acceptance integration across the top 10 [REDACTED] sponsorships (sponsorship properties to be mutually agreed upon) to inform the Core Payments sponsorship dashboard

B) McLaren F1 Passion Card Support

- 1) Provide support to [REDACTED] B2B & Product Marketing in aligning, coordinating, and resolving McLaren F1 Passion Card requests
- 2) Assist [REDACTED] Global B2B & Product Marketing with the development, packaging and sell in of up to four (4) Passion Card customer value proposition (CVPs) or customer proposals/presentation
 - i. Provide creative design support for presentations as mutually agreed upon
 - ii. Provide recommendations and proposed term sheets for incremental assets and solutions to support [REDACTED] Passion Card value propositions
 - iii. Assist [REDACTED] Global B2B & Product Marketing with cost calculation of contractual assets, contractual incremental asset purchases and estimate of non-contractual solutions

For the avoidance of doubt, the parties acknowledge and agree that the following is not included in this Scope of Work

- Negotiation, acquisition, management and/or execution of incremental McLaren non-contractual assets and third-party assets to deliver Passion Card programs shall be contemplated in a separate SOW
- Management and/or execution of McLaren contractual assets to deliver Passion Card programs shall be contemplated in a separate SOW
- Exploration of cardholder benefits and always on opportunities with McLaren F1, F1 Academy and McLaren Shadow (Esports) partnerships is covered in a separate SOW

SOW Resource Table

Please insert screen shot of finalized staffing plan from the ' [REDACTED] -Octagon SOW Resource Table - FINAL'

SOW RESOURCE TABLE TEMPLATE

REGION/MARKET: Global B2B & Product Marketing
RETAINER OR PROJECT NAME: 2025 Global B2B & Product Marketing Support Pric
DATE OF SCOPE: May 1, 2025 - December 31, 2025

Select Currency of SOW -> **USD** # Annual Hours -> 1800 2 <-- DO NOT DELETE
override Europe/Aust to 1680

2025 Staff Plan				100% FTE				FTE Allocation		Total Cost to Mastercard in USD
Name	Salary Location	Level	Title	Billable Hours Per Annum	Hourly Rate Local Curr	FX Rate	Hourly Rate in USD	# Hours	% Time (Annual)	
Global B2B & Product Marketing / Sponsorship Portfolio Integration Support										
Noah Kolodny	US	8	SVP	1,800	330	1.00000	X	54	3.00%	X
TBC	US	5	Account Director	1,800	121	1.00000		180	10.00%	
TBC	US	2	Strategist / SAE	1,800	73	1.00000		180	10.00%	
								414	23.00%	
McLaren F1 Passion Card Support										
Carolyn Plutner	US	6	Sr. Experiential Director	1,800	160	1.00000	190	10.56%	X	
Leah Zarrilli	US	3	Experiential Manager	1,800	93	1.00000	360	20.00%		
TBC	US	2	Presentation Designer	1,800	73	1.00000	45	2.50%		
							595	33.06%		
Total SOW Amount							1,009	56.06%		



The allocations of time set forth are estimates of the percentage of the resources' total work time. Actual allocations may vary, but the total Monthly Fee will not vary unless the parties agree otherwise in writing.

Fee

In consideration for the Services provided by Agency, [REDACTED] shall pay a fixed and non-reconcilable fee of [REDACTED] ("Fee") invoiced to [REDACTED] and will be subject to 45-day payment term, according to the following schedule: [REDACTED] invoiced per month from May 2025 – November 2025. [REDACTED] invoiced per month in December 2025. Agency shall earn the Fee as follows: evenly each month during the Term.

Additional Terms

By October 30th date, the Parties shall meet to discuss the staffing, responsibilities and fees for the **2026** Contract Year.

In accordance with the MSA, Agency staff are required to follow [REDACTED] Code of Conduct and Supplier Travel Policy. Please find links to these policies below.

[REDACTED]

[REDACTED]

Notwithstanding any contrary contractual provisions that might otherwise apply in the MSA or any WO, [REDACTED] agrees that given the extraordinary effect of Coronavirus on sponsorships, events and activations (any of which, an "Event"): (1) if [REDACTED] or Octagon elects to cancel or postpone an Event, or if Octagon is prevented from rendering Event services, due to Coronavirus (including but not limited to the Octagon personnel, talent or crew being unable or unwilling to participate due to suspected or actual illness), such cancellation, postponement, or prevention (collectively, "Cancellation") will not be deemed a breach, and Octagon shall use commercially reasonable efforts to mitigate any costs associated with such Cancellation, but [REDACTED] shall remain liable for any approved fees, costs or expenses due to any third party providers for goods and services provided through the effective date of Cancellation which have been committed to by Octagon to any such third party providers on a non-cancellable or non-refundable basis that were previously approved in writing by [REDACTED] and (2) Octagon is requiring Event vendors and other companies to comply with all applicable laws including, but not limited to, health and Covid related laws, rules, regulations, orders and ordinances and take commercially reasonable steps to mitigate risks relating to Coronavirus.

That said, the parties acknowledge and agree that Octagon shall not be responsible for Coronavirus related costs, claims and liabilities arising out of the Event; provided, however, the foregoing limitation shall not apply to the extent that any such costs, claims or liabilities result from any of the following: (i) Octagon entering into a non-cancelable or non-refundable arrangement without [REDACTED]'s prior written approval, (ii) Octagon failing to use commercially reasonable efforts to mitigate any costs associated with any Cancellation; (iii) Octagon not requiring Event vendors and other companies it engages to comply with all applicable laws, including but not limited to, health and covid related laws, rules, regulations, orders and ordinances or taking commercially reasonable steps to



mitigate risks relating to Coronavirus; (iv) any claim arising from the negligence, willful misconduct or violation of applicable law, rule, regulation order or ordinance by Octagon or any person or entity engaged by Octagon to provide goods and/or services for the Event.

Acknowledged and Agreed:

OCTAGON, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____