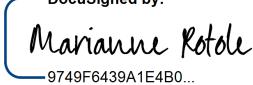


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Contract Title:	Octagon, 2025 [REDACTED] [REDACTED] Retainer SOW	SOW Number:	CDR0016766.0
Vendor Name:	Octagon USA Inc.	SOW Effective Date:	January 1, 2025
Total SOW Fees:	[REDACTED]	SOW Expiration Date:	December 31, 2025
	[REDACTED]	Reference Agreement:	CW1223962

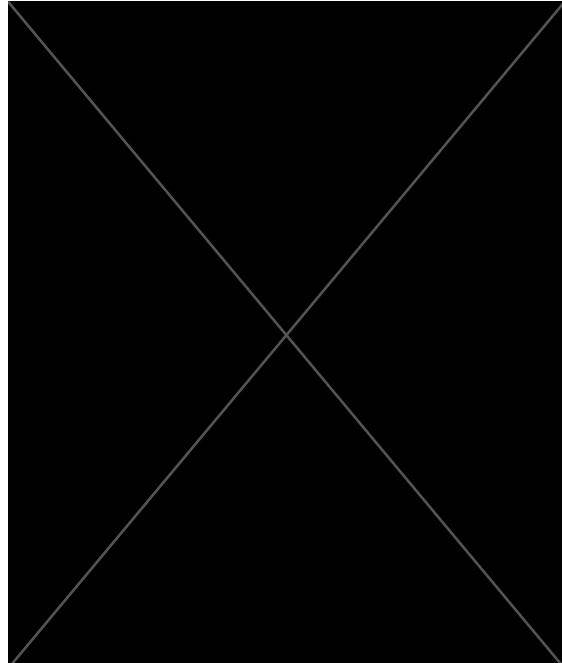
This **STATEMENT OF WORK** ("SOW") is an Order executed under the Reference Agreement identified above as of the SOW Effective Date by and between Company, or its Affiliate identified below, and Vendor, and consists of this signature page and the attached Schedules (including the Exhibits thereto), any addenda, and all other documents attached hereto, which are incorporated by this reference. This SOW is subject to all the terms and conditions of the Reference Agreement.

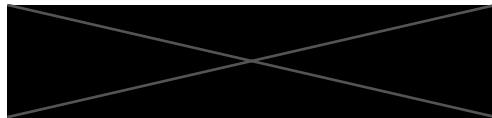
For Vendor:

By: 
Marianne Rotole
9749F6439A1E4B0...
Name: Marianne Rotole
Title: EVP
Date: 12/16/2024

Address for Notices:

Octagon
400 Atlantic St
11th Floor
Stamford, CT 06901

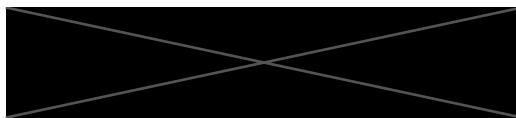




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This SOW defines the scope of work performed by Vendor under the terms and conditions of the Reference Agreement identified above.

1.0 DEFINITIONS

Unless otherwise specified below, capitalized terms used in this SOW have the same meaning as defined in the Reference Agreement, and those definitions are incorporated by reference.

Term	Definition
Generative AI	Any tool (including but not limited to those available via APIs, websites, search engines, chatbots, AI models, use of open source code, or as product feature), wherein such tool is machine-trained or uses artificial intelligence and is able to generate content, such as, but not limited to, source code, images, text, videos, voices and inferences. Examples include, but are not limited to, ChatGPT, Stable Diffusion, LLaMA, Bard, etc.
Model	A quantitative method, system or approach that applies statistical, economic, financial or mathematical theories, techniques and assumptions to process input data into quantitative estimates, where such method, system or approach uses or includes: (a) an information input component that delivers assumptions and data to the model; a processing component that transforms inputs into estimates; and a reporting/output component that translates estimates into useful business information; or (b) any artificial intelligence using deep learning, ensemble learning, natural language processing, neural networks, or reinforcement learning.
Strategy/Planning	Build deep understanding of the needs of both our Lines of Business (LOBs) and customer segments and define the customer/client journey that correlates to marketing's Strategic Marketing Plan (SMP). In parallel, PR strategy, planning and program development drives alignment with Marketing and/or Corp Comm priorities, including target audience and influencer analysis, strategic counsel as well as crisis preparedness and issues management. In PR, account management is generally part of marketing & PR Strategy or to a lesser degree operations rather than account management & Integration

Acronym / Abbreviation	Term
MFC	Mobile Financial Center

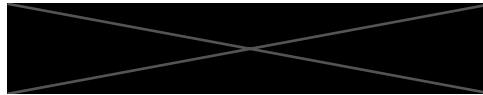
2.0 SOW Term

- 2.1 This SOW shall be in effect from the Effective Date through the Expiration Date indicated on the cover page unless terminated earlier or extended under the terms of the Reference Agreement.

3.0 General Scope of the Services

- 3.1 Vendor to partner with Community Marketing team to plan and execute experiential engagement to extend the Company's MFC footprint at Company's non-profit partner locations in eight (8) TBD markets in the aggregate from March – June 2025 and September – November, 2025. Vendor will create and manage the following experiential elements: an interactive digital expo featuring Company prepared content and learning vignettes, interactive games/activities, directional signage/branding, decor and procure on-site staffing to help promote engagement with Company's community audiences.

4.0 Key Assumptions



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4.1. The information in this SOW, including Vendor estimates to perform the work outlined, is based on the following assumptions:

1. This SOW will be signed by an authorized representative of Company's 3rd Party Management Division
2. Should any market research services be needed in association herewith, Vendor shall engage Company to ensure the Company Market Research Team is engaged for review and that an approved Company Vendor is engaged (one that is already contracted by Company)
3. Company is responsible for scheduling all project meetings with stakeholder teams.
4. Creative will be QA'd and proofread prior to client approval forum reviews
5. All work will follow the process as outlined by Company Operating model and be governed by the assigned review forums
6. Vendor will provide monthly communication to [REDACTED] client team to align on scope reconciliation.
7. Full deliverables of the campaign will be determined by the approved brief and tactical plans
8. Company will be responsible for consolidated feedback on all projects. If the feedback is contradictory amongst Company stakeholders, the Company Project Lead must align and resolve prior to sharing feedback
9. Company is responsible for written approval on all deliverables (e.g. briefs, creative, etc.)
10. Assets will be designed and QA'd for ADA compliance and will meet Company ADA compliance standards at the time of final delivery to Company. If ADA reviews are performed after assets are published, and new concerns are raised, a change order may be necessary.
11. Vendor will develop code and test on all devices and browsers listed below, when applicable. This list includes the most popular browsers and devices with default configuration. This strategy allows Vendor to maximize support coverage. Development and QA coverage of IE browser compatibility mode is outside of this SOW. This list is subject to change on a regular basis pending new updates hitting the market

5.0 Location of Work and Facilities

5.1 Octagon employees supporting [REDACTED] business are based in the following locations:

- Charlotte, NC
- Cleveland, OH
- Stamford, CT

Offshoring <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>If yes, provide location, provider name, Services offshored, data exchanged, etc., in box below.</i>		
<i>Offshoring consists of the Vendor and/or Subcontractor providing Services for [REDACTED] from a country other than where Company requestor is located.</i>	Location	Provider	Services
	Data Exchanged		



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6.0 Vendor Responsibilities

- 6.1 Vendor shall complete task(s) and / or deliverables for the Company as indicated in Appendix A to this SOW

7.0 Subcontractors

- 7.1 Vendor will be utilizing the following subcontractors to provide the Services under this SOW:

Subcontractor	Description of services	Project

8.0 Models and Generative AI

- 8.1 Subject to the Agreement, any use, planned use, or changes to any Model in connection with the Products or Services must receive prior approval from Company's Relationship Manager, which shall not be unreasonably withheld.
- 8.2 Subject to the Agreement, any use, planned use, or changes to any Model in connection with the Products or Services must receive prior approval from Company's Relationship Manager, which shall not be unreasonably withheld, upon Vendor's provision of the following documentation: (a) developmental evidence explaining product components and model purpose and design; (b) products, processes or applications that the Model will support; (c) analysis and support for methodology; (d) procedures used to test or validate Model outputs and results of those procedures; (e) relevant tests that demonstrate Model performance; (f) discussion of the appropriate application of the Model outputs and any limitations; (g) any customization of the vendor Model for Company use, along with supporting rationale; (h) an executive summary that outlines the purpose of the Model, its limitations and major assumptions; and (i) where applicable, relevant change control procedures.
- 8.3 Subject to the Agreement, any use or planned use of any content generated by any Generative AI Tool in connection with the Products, Services, or Work Product, including where such generated content is incorporated as part of the Products, Services, or Work Product, must receive prior written approval from Company's Relationship Manager. Furthermore, no Confidential Information of the Company shall be entered or provided in any Generative AI Tool without written permission from the Company's Relationship Manager

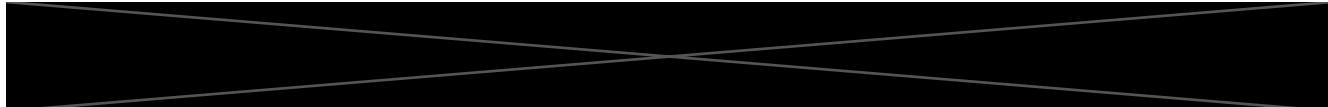
9.0 Disaster Recovery/Business Continuity

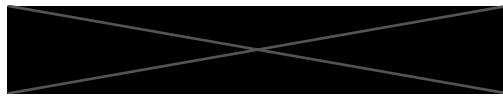
- 10.1 Vendor shall implement a disaster recovery program as set forth in the Schedule to the Agreement entitled "Recovery."

10.0 Project Management and Communication Plan

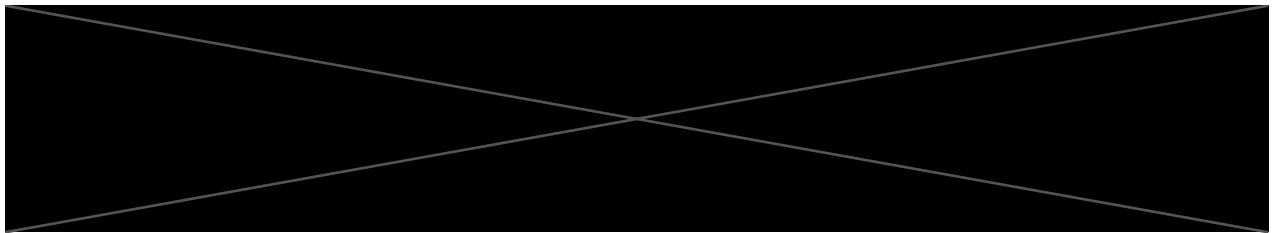
10.1 Key Vendor Personnel

Name	Role	Contact
DeAndrae Watson	SVP, Consulting	deandrae.watson@octagon.com
Elizabeth Kelly	Vice President	elizabeth.kelly@octagon.com
Dana Vinci	Group Account Director	dana.vinci@octagon.com





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11.0 Data Elements

- 11.1 Below outlines the data elements that will be shared under this SOW:

Data Element	Transmission Method	Frequency	Sending Party	Receiving Party	Notes/Comments
Proprietary – Sponsorship Marketing Planning	Email	Daily	Vendor Company	Company Vendor	Day to day delivery of sponsorship programming

Check box if data elements will not be shared between [REDACTED] Vendor and/or Subcontractors

12.0 SOW Fees

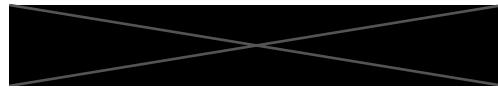
- 12.1 Based on the tasks and assumptions as outlined in this SOW, Vendor shall provide the Services for a price of: (Fee), of [REDACTED]

Vendor shall keep records of staff hours worked, with Vendor sharing a monthly hours report and conducting a quarterly hours review with Company. Vendor will conduct meetings with Company in mid-June and upon request to review the number of hours scoped, actualized and projected in service of this work. If such review results in a mutually agreed fee adjustment, then a change order will be executed promptly, via the stated Change Order process defined in the SOW.

- 12.2 Invoices will be submitted by Vendor in equal installments on a quarterly frequency
- 12.3 All invoices are due within thirty (30) days of the invoice date.
- 12.4 Any travel, living expenses, or other necessary pass-through fees (e.g. stock photography, 3rd party vendors, talent, etc.), expressly requested by Company of Vendor must be pre-approved by Company in writing prior to Vendor incurring said expenses and shall be itemized on the monthly invoices submitted to Company
- 12.5 **Total fees shall not exceed [REDACTED] (including travel, living expenses, and necessary pass-through fees) without an approved Change Order signed by Company**
- 12.6 Applicable federal, state and local taxes are not included in the charges.

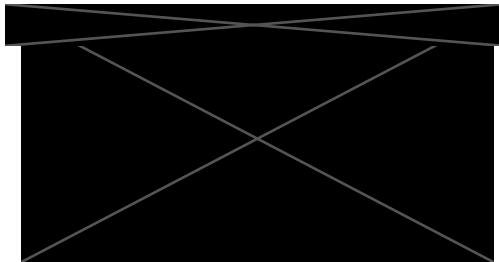
13.0 Designated Contacts for Change Orders

The Designated Contacts for this SOW are listed below. If Vendor's Designated Contact changes during the term of this SOW, Vendor shall notify Company immediately.



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De



Vendor

Name: Marianne Rotole
Address: 875 N. Michigan Ave., Ste 2300
Chicago, IL 60611
Phone: 312-929-0540
Fax: N/A
Email: marianne.rotole@octagon.com

14.0 Invoicing Information

Vendor shall submit invoices in accordance with the Agreement to [REDACTED]
The invoice should include the MarketScape ID and SOW Number. Copies of the invoices should be sent
to the following at [REDACTED]:





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APPENDIX A. Project Scope & Specifications

1. Business Management & Integration

1.1. Task Deliverables

- 1.1.1. Serve as senior leadership liaisons (Advisory)
 - 1.1.2. Provide a dedicated Vendor relationship manager to lead the development of reviewing and updating, when applicable, the Reference agreement and any statements of work
 - 1.1.3. Maintain relationship with Company's Vendor Management contacts to ensure Vendor compliance with Reference agreement.
 - 1.1.4. Participate in agency communications and collaborations with integrated agency teams
- 1.2. Total Charges for Project: [REDACTED]
- 1.3. Staffing Plan

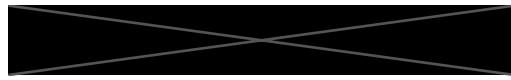
Industry Standard title	Tasks in Project	Hourly Rate	# of Total Hours	Fee
Senior Vice President, Business Lead	Workflow management Agency integration lead. Senior client contact	[REDACTED]	87.5	[REDACTED]

2. Experiential Activation

2.1. Task / Deliverables

- 2.1.1. Manage Experiential Delivery of Program
 - 2.1.1.1. Develop tactical/activation plans as part of integrated agency team
 - 2.1.1.2. Provide project management
 - 2.1.1.3. Manage tactical execution of experiential programs (scheduling, operations, logistics)
 - 2.1.1.4. Support the development of talent vetting/recommendations, negotiation, procurement and contract review/consulting
 - 2.1.1.5. Provide production budget management and reporting
 - 2.1.1.5.1. Manage third parties in the development/production of programming (such as branding/signage, fabrication builds, and merchandise procurement)
 - 2.1.1.5.2. Provide on-site event management
 - 2.1.1.6. Provide and contribute to results tracking and reporting as part of integrated agency recaps
- 2.2. Total Charges for Project: [REDACTED]
- 2.3. Staffing Plan

Industry Standard title	Tasks in Project	Hourly Rate	# of Total Hours	Fee
Senior Experiential Director, Experiences	Overall Event Production Lead, Subject Matter Expertise for event experiential production.	[REDACTED]	175	[REDACTED]
Senior Event Executive, Experiences	Event Program Lead, Planning/Programming Lead (8) markets site support	[REDACTED]	1,312.50	[REDACTED]
Event Executive, Experiences	On-the-ground Support, Planning/Programming Support (8) TBD markets	[REDACTED]	612.50	[REDACTED]

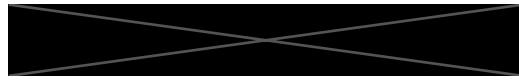


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APPENDIX B. Statement of Work Change Control Procedure

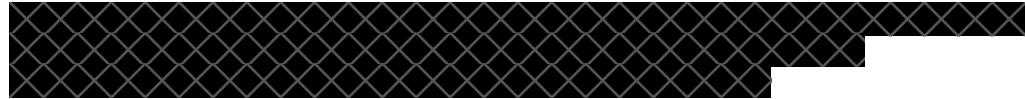
The following provides a detailed procedure to follow if a change to this SOW is required.

- A SOW Change Order is the vehicle for communicating change. The Change Order must describe the change, the rationale for the change and the effect the change will have on the SOW.
- The Designated Contact of the requesting Party will review the proposed change and determine whether to submit the request to the Designated Contact of the other Party. Both Designated Contacts will consider the proposed change and approve it for further review, or reject it. Vendor will specify charges, if any for such review. If the review is authorized by Company, the Designated Contacts will sign the Change Order which will constitute approval of the review charges, if any. Vendor will invoice Company for any such charges. The Vendor will report to Company the effect that the implementation of the Change Order will have on price, schedule, and other aspects of the SOW.
- A sample SOW Change Order Form for agreement of any reviewed change is attached as Appendix C.



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APPENDIX C. Statement of Work (“SOW”) Change Order Form



This Statement of Work (“SOW”) Change Order (“Change Order”) defines the modifications to the original Statement of Work and is agreed to by Parties under the terms and conditions of the Reference Agreement.

A. Delete the following language in the original Statement of Work:

Insert the following language therefore in the original Statement of Work: