

WORK ORDER TO MASTER CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

THIS WORK ORDER is issued this 1st day of April 2025 by Octagon Inc. (“Consultant” or “Octagon”) to [REDACTED] (“[REDACTED]”) pursuant to, and is subject to the terms and conditions of, the Master Consulting and Professional Services Agreement, number CW2695501, entered into on January 1, 2017 between The Martin Agency, Inc. and [REDACTED] (the “Agreement”). All references to “Consultant” in the Agreement shall mean “Octagon” as identified in this opening recital.

1. **SCOPE OF WORK.** [REDACTED] hereby requests Octagon to provide the following production and creative resources to support [REDACTED]’s Ryder Cup sponsorship, including: (a) assist [REDACTED] in leveraging the Ryder Cup partnership to support business objectives and engage target audiences in key markets through video and social content; (b) develop and execute a small to medium business (“SMB”) focused marketing campaign that engages golf fans who are SMB owners by educating them of [REDACTED] services and products; and (c) deliver content pieces that will leverage [REDACTED]’s contractual media assets and Ryder Cup rights to generate revenue, increase global brand exposure, organically integrate [REDACTED] products and services, and engage customers both domestically and internationally

2. **TASKS.**

2.1. **Creative Development pertaining to [REDACTED] Ryder Cup Content [REDACTED]**

- 2.1.1. Oversee delivery of creative project work from start to completion
- 2.1.2. Utilizing the existing creative concept, develop creative overview of the project to meet key goals and targets provided by [REDACTED]
- 2.1.3. Collaborate with [REDACTED] partnerships team to solidify campaign key performance indicators and a measurement framework that will drive [REDACTED] partnership business objectives
- 2.1.4. In collaboration with [REDACTED] and The PGA of America, develop overall campaign messaging (audience CTA) that will be featured within the campaign in digital, social, web, online video or other avenues encouraging engagement with SMB fans
- 2.1.5. Ensure creative storyline consistency across all elements of the [REDACTED] Ryder Cup Content
- 2.1.6. Develop the overall look and feel for the project and its associated content
- 2.1.7. Oversee design and copy for any final launch elements, providing suggestions and expertise as required
- 2.1.8. Collaborate with production team to ensure continuity of creative throughout campaign, across all assets and deliverables
- 2.1.9. Travel as needed to support production shoot
- 2.1.10. Work Completed by*
 - a. **EVP, Creative Director** – Advise on all aspects of creative development. Provide senior oversight of creative and ensure consistency across all creative assets.
 - (i) 2 hours, [REDACTED]
 - b. **VP, Creative Director** – Lead on golf positioning work and indicative creative ideas to bring content to life.
 - (i) 6 hours, [REDACTED]

[REDACTED] Confidential Information

2.2. Production Management and content production oversight. (XXXXXX)

- 2.2.1. Manage project delivery oversight from start to completion
- 2.2.2. Create budget estimates and track budget for all production elements
- 2.2.3. Manage deliverables
- 2.2.4. Coordinate with XXXX approved SMB on shoot date, location and timing.
- 2.2.5. Ensure all releases are completed as needed to utilize name, image and likeness of SMB, or others within content, in content worldwide.
- 2.2.6. Coordinate with production company, including pre-production, shoot logistics, and post-production delivery.
- 2.2.7. Attend on-site shoot
- 2.2.8. Attend Client Status meetings for project
- 2.2.9. Manage third-party content production in relation to launch elements
- 2.2.10. Manage production wrap-up, including client feedback and approvals.
- 2.2.11. Conduct a One-Day shoot to capture content at one golf course location, or SMB Business location, tentatively scheduled for June 19, 2025.
- 2.2.12. Manage and oversee XXXX approved production team (vetted by XXXX internal EVP process) to produce film content, social cutdowns for Ryder Cup content, including all necessary film requirements such as shoot requirements and securing XXXX approved SMB to be featured within content.
 - a. Develop, script and film one (1) content piece including cutdowns to be distributed on social media, online video and other forms of media
- 2.2.13. Support accounting and budgeting services including but not limited to budget management, hiring, securing and paying vendors with XXXX funds as directed, and providing regular reporting to XXXX stakeholders
- 2.2.14. Produce project recaps and measurement documents based on agreed upon KPI's
- 2.2.15. Manage and execute project aspects with partners, including stakeholders, vendors, suppliers, site managers
- 2.2.16. Travel as needed for onsite production support
- 2.2.17. Work Completed by*
 - a. **VP, Executive Producer:** Senior production lead. Advise on all aspects of the production. Lead bidding process, budgeting and timeline oversight.
 - (i) 32 hours, XXXXXXXXXXXXXXXX
 - b. **Senior Producer:** Support Executive Producer in all aspects of the production. Serve as day-to-day lead on production management for XXXX and Ryder Cup stakeholders. Lead production planning and logistics. Lead internal production operations including daily management of core production team. Lead development of production relevant client facing documents. Serve as key client contact, understanding the production. Oversee content deliverables in line with XXXX EVP process
 - (i) 65 hours, XXXXXXXXXXXXXXXX
 - c. **Junior Producer:** Support Senior Producer in all aspects of the production. Create POs for vendor payments. Oversee post-production which includes managing editorial, delivery of final videos, and budget reconciliation.

XXXX Confidential Information

- (i) 20 hours, [REDACTED]
- d. **Project Director.** Support production team, planning and overall client timelines and develop resource allocation.
- (i) 9 hours, [REDACTED]

3. ASSUMPTIONS AND CONSIDERATIONS

- 3.1.1. [REDACTED] to provide (i) all assets and brand guidelines, (ii) clearance of all athletes, logos and branding and (iii) all legal copy and terms of use / privacy policy
- 3.1.2. Production services do not include casting or talent fees
- 3.1.3. [REDACTED] to provide camera-ready uniformed driver and vehicle
- 3.1.4. Locations to be provided by SMB or [REDACTED]
- 3.1.5. Video editing to includes two rounds of revision.
- 3.1.6. Final assets delivered via web transfer link for download
- 3.1.7. Any changes to the services or timeline, including any additional requests or updates by [REDACTED] not included in above service description, will be subject to additional fees to be determined by Octagon
- 3.1.8. See [REDACTED]-TMA Amendment 4 -Production Exp_ CW3059837' MSA addendum for details of relevant COVID production measures

4. DELIVERABLES AND WORK PRODUCT

- 4.1. Provide Creative Development pertaining to [REDACTED] Ryder Cup video content in the form of story outlines, campaign messaging, and social content copy provided via PowerPoint or other forms.
- 4.2. Manage one (1) single day production of the [REDACTED] Ryder Cup video content development and execution including pre-production meetings, vendor bidding/treatment reviews, development of timelines and budgets in the form of spreadsheets. Final video files to be provided to client include one (1) :30 Hero Film; one (1) :15 second cutdown and one (1) :10 cutdown. Video filed delivered in .mp4 or similar format. (3) final retouched still photos for static and carousel use. Secure up to one (4) license royalty free stock music tracks licensing for web and social platforms use only.

5. TEAM COMPOSITION

# of FTE	Job Titles (or equivalent role)	Hours	Rates/Hr.	Total Cost
0.01	EVP, Creative Director	2	[REDACTED]	[REDACTED]
0.01	VP, Creative Director	25	[REDACTED]	[REDACTED]
0.02	VP, Executive Producer	32	[REDACTED]	[REDACTED]
0.04	Senior Producer	65	[REDACTED]	[REDACTED]
0.01	Junior Producer	20	[REDACTED]	[REDACTED]
0.01	Project Director	15	[REDACTED]	[REDACTED]

6. COMPENSATION. In full consideration for the services performed under this Work Order, [REDACTED] shall pay Octagon

[REDACTED] Confidential Information

as follows:

- 6.1. [REDACTED] shall be invoiced for a fixed fee incurred in support of this Work Order contingent upon [REDACTED] acceptance of Work Product. The total estimated fees associated with this Work Order shall not exceed [REDACTED]. The amount of [REDACTED] will be applied to the fees from the 2024 [REDACTED] Sponsorships (UK) budget program final reconciliation. An addendum to this Work Order shall be mutually agreed to and executed between [REDACTED] and Octagon prior to any additional work being performed or expenses incurred by Octagon. The parties shall reconcile the project fees under this Work Order in accordance with the terms of the Agreement.
- 6.2. [REDACTED] shall be invoiced for approved budget to cover project expenses for all vendors. The total estimated project expenses associated with this Work Order shall not exceed [REDACTED] in accordance with Section 8.4 below.
- 6.3. All Out-of-Pocket (OOP) and business travel expenses must be pre-approved by [REDACTED] (on a separate OOP estimate if necessary) and in accordance with the [REDACTED] Octagon Travel and Expense Guidelines as referenced in the Agreement.

7. **INVOICES.** All invoices to [REDACTED] for fees or expenses in connection with the services performed under this Work Order shall be invoiced in accordance with Section 8 of this Work Order and sent to the following:

[REDACTED]















8. **PROJECT SCHEDULE AND MILESTONES:**

- 8.1. The term for the services for this Work Order will commence on April 1, 2025, and will end September 30, 2025
- 8.2. Summary of fees by deliverable:




DELIVERABLE	AGENCY FEES
1. Creative Development	[REDACTED]
2. Production	[REDACTED]
TOTAL	[REDACTED]

8.3. Project schedule and milestones for deliverables related to fees are set forth below:

PROJECT DELIVERABLE/MILESTONE	DELIVERY DATE	INVOICE DATE	INVOICE AMOUNT
Production: Vendor Bidding and management; Pre-Production oversight. Timeline Creation and budget management. Vendor payments.	April	4/01/2025	[REDACTED]
Creative: Develop campaign messaging and overall campaign look and feel.			[REDACTED]

(Note: Balance from 2024  Sponsorships (UK) budget will be applied to this invoice)			
<p>Production: Vendor Management, Production Oversight, Vendor Payments, Timeline and budget management.</p> <p>Creative: Ensure creative consistency across all developed assets, Onsite production support, Postproduction oversight.</p> <p>(Note: Balance from 2024  Sponsorships (UK) budget will be applied to this invoice)</p>	June	6/1/2025	 
<p>Production: Vendor Management, Postproduction Oversight, Vendor Payments, Timeline and Budget Management.</p> <p>Creative: Postproduction creative oversight, Content planning and delivery for social posts.</p> <p>(Note: Balance from 2024  Sponsorships (UK) budget will be applied to this invoice)</p>	July	7/1/2025	 
<p>Production: Payment to Vendors. Budget Reconciliation.</p> <p>Creative: Content delivery for social posts. Project Recap Deck Delivery.</p> <p>(Note: Balance from 2024  Sponsorships (UK) budget will be applied to this invoice)</p>	August	8/1/2025	 
<p>Production: Final payments to vendors. Budget Reconciliation</p> <p>(Note: Balance from 2024  Sponsorships (UK) budget will be applied to this invoice)</p>	September	9/1/2025	 
TOTAL			

8.4. Project Schedule and milestones for deliverable related to expenses are set forth below:

PROJECT DELIVERABLE/MILESTONE	DELIVERY DATE	INVOICE DATE	INVOICE AMOUNT
Pre-Production costs including downpayment to vendors and production company.	April 2025	4/24/2025	
Production Shoot costs including balance of payment to vendors and production company. Payment for video editing. Production Travel Costs. Creative development of Website. Payment for SMB Grant and approved travel costs for social team.	June 2025	6/15/2025	
TOTAL			

 Confidential Information

9. PROJECT MANAGERS

The Work Order manager for [REDACTED]

The Work Order manager for Octagon is Matthew Perez

10. ACCEPTANCE CRITERIA

[REDACTED] shall evaluate each deliverable within (5) business days after receipt of Work Product and determine whether the acceptance criteria has been satisfied. [REDACTED] and Octagon will work together to determine any deliverables that require more or less than (5) business days for [REDACTED] evaluation. The required [REDACTED] evaluation time will be included in the project plan. If [REDACTED] determines, in its sole discretion, that a particular deliverable satisfies the corresponding acceptance criteria, the date [REDACTED] makes such determination shall be the "Acceptance Date" of that deliverable. If [REDACTED] rejects the Work Product, Octagon shall correct any such deficiencies and will resubmit the Work Product, as corrected, within such time as may be mutually agreed to by [REDACTED] and Octagon. [REDACTED] acknowledges that any delay in approval of a deliverable or if changes are required to a deliverable, may delay subsequent project dates. In the event approvals or changes cause a predicted delay in the production timetable, Octagon will submit a revised work plan to [REDACTED]. Octagon will make every effort to meet strategic objectives for the project within the timeframe and within budget noted above. Satisfaction of the [REDACTED] Work Order Manager must be met.

OCTAGON INC.

DocuSigned by:
Signature: Matt Perez
03B1510F22104B4...
Name: Matt Perez
Title: Vice President
Date: 6/24/2025 | 11:18 AM PDT

