

STATEMENT OF WORK

Company 4 Hospitality & Events Retainer 2025 (the “Project”)

This Statement of Work (the “**SOW**”), effective as of February 13, 2025 (the “**SOW Effective Date**”) is entered into by and between on the one hand, Company 4, with their principal place of business at address (the “**Company**”) and, on the other hand, Octagon, Inc., a corporation formed in the District of Columbia with its principal place of business at 400 Atlantic Street, 11th Floor, Stamford, CT 06901 (the “**Consultant**”) (each a “**Party**” and together the “**Parties**”).

This SOW establishes the scope of Services to be performed by Consultant, the Deliverables to be provided by Consultant, and the responsibilities of the Parties.

This SOW is governed by and incorporated into the Consulting Services Agreement between the Parties dated February 11, 2025 (the “**Agreement**”). Any term not defined in this SOW shall have the meaning specified in the Agreement.

1. Scope of Services

- a. Consultant will perform the following Services under this SOW for Account Management and Ongoing Event Strategy:
 - i. Events strategy
 1. Provide insights and recommendations to support Company’s events strategy
 2. Collaborate with Company to integrate event and partnership strategy into events
 3. Validate existing strategies or make recommendations for improvement based on Company provided goals and objectives for each event
 4. Support integration of partnership and event activities with other Company marketing disciplines (e.g., media, public relations, brand, research and advertising), as applicable
 5. Work with Company’s strategic partnership team to integrate sponsorship assets into hospitality & events programs
 6. Act as a liaison between Company personnel and third-party entities or individuals with which Company currently has a pre-existing relationship, as directed by Company, in connection with executing events and initiatives under this SOW. For the avoidance of doubt, without the prior written consent (email acceptable) of Company, Consultant shall not discuss or negotiate any partnerships or initiatives with any third-party entities or individuals that do not currently have a pre-existing commercial relationship with Company.
 - ii. Property rights and asset management
 1. Serve as subject matter expert and property rights specialists across the sports and entertainment landscape
 2. Provide strategic guidance in the development of activation plans tactics and executions specific to events as directed by Company
 3. Support development of program recaps and collection of key learnings
 - iii. Competitive research and reporting
 1. Analyze industry trends and competitor activity and submit relevant reports at a mutually agreed upon cadence during the Term
 2. Provide competitive intelligence, industry trends, research and information
 3. Serve as industry trend experts focusing on partnership structures, agreement terms, incentive clauses and emerging opportunities
 - iv. Account management
 1. Manage account set-up and onboarding management
 2. Provide oversight and project management across workstreams
 3. Conduct weekly or bi-weekly meetings and communications to provide updates and opportunities for collaboration

- 4. Develop, manage, and share status and tracking reports
 - 5. Conduct post-event reconciliation and reporting
 - 6. Manage budget and reporting of pass-through costs
- b. Consultant will perform the following Services under this SOW for Event Planning, Management, and Execution by providing planning and execution support for Company events against the plan set forth in Exhibit A (“Event Types”):
 - i. Event strategy
 - 1. Develop the event and hosting strategy for the Event Types (i.e., event thematic, run of show, executive involvement, asset integration, talent integration)
 - 2. Assist Company in preparing presentations to secure senior leadership buy-in of loyalty marketing programs
 - 3. Assist Company in identifying which events to focus on and support development of the overall calendar of events
 - ii. Event development and management
 - 1. Conceptualize various event elements for the Event Types: theme, décor, and coordination of third-party vendors
 - 2. Manage, source, and contract talent as directed by Company
 - 3. Identify and manage relationships with third-party vendors as required (i.e., venues, catering, photographer/videographer)
 - 4. Coordinate the production and staging of banners, signage and other materials
 - 5. Manage communications with partners and team representatives related to sponsor asset fulfillment, event participation, and other relevant communications
 - 6. Manage delivery and fulfillment of hospitality related assets
 - 7. Support communication and follow-ups with registered guests and event participants
 - iii. Travel, catering, hotel, and transportation management
 - 1. Contract with and correspond with hotel to assist in the room reservations process, including coordinating meeting space and room block for Company, Consultant staff, and guests
 - 2. Contract with and work with third-party food and beverage providers for event activities
 - 3. Identify, contract with, and manage third-party transportation vendors to manage ground transportation services for guests
 - 4. Support booking of guest travel and manage travel manifests, as required
 - iv. Event operations
 - 1. In coordination and cooperation with Company legal, procurement and other business partners, provide professional business contract negotiation assistance or consultation for any national or regional Company sponsorship initiative as appropriate and as requested by Company
 - 2. Provide appropriate ticket management support for Event Types in collaboration with Company, as required
 - 3. Manage third-party vendors, contract negotiations, ticket management, and budget reporting for Event Types where Consultant is directly involved with the procurement, planning, and execution of the event
 - 4. Collaborate with Company’s Gifting team to confirm their support in providing the guest gifting plan, procurement, and delivery for Event Types
 - v. Hospitality purchasing
 - 1. Collaborate with Company’s Business Development team and internal stakeholders to align on asset acquisition and utilization around hospitality purchasing needs
 - 2. Support external communications, outreach and coordination with host venues or third-party vendors, negotiate pricing, and help secure hospitality assets in conjunction with Company’s Business Development team

3. The Parties will meet to assess in good faith whether incremental hospitality purchasing staff support from Consultant is needed beyond April 15, 2025. If any incremental services or staff assignments to this SOW are necessary to ensure the staff level, skillset, and expectations needed by Company's Business Development team, the Parties agree to enter a written agreement (i.e. amendment hereto) to capture such staff, services and applicable compensation.
- vi. Staffing
1. Develop and implement event staffing plans against Event Types and overall staffing plan set forth in Section IV
 2. As agreed upon with Company, assign appropriate number of experienced staff members on-site to manage and execute event programs; incremental pre-event planning or onsite Consultant staff support may incur incremental fees
 3. Support Company with training all onsite staff to provide best in class execution
 4. Provide an event playbook style manual and event schedules for use in event training and execution
- c. The following Services are specifically excluded from this SOW:
- i. Implementation of Rewards Loyalty Strategy (i.e., partnership management, partnership negotiation, content amplification, conceiving, incremental activation and events support, etc.)
 - ii. PR and Influencers (i.e., research, strategy, recommendations, implementation, etc.)
 - iii. Gifting support (i.e., research, trends tracking, vendor management, procurement, warehouse and inventory management, etc.)
 - iv. Additional Strategy Projects (i.e., property valuations, measurement, etc.)
 - v. Creative Design & Production
 - vi. Partnership or sponsorship initiation, strategy, and negotiation (unless prior written approval (email acceptable) is given by Company to Consultant in accordance with Section 1.a.i.6. above)

2. List of Deliverables

- a. The following Deliverables will be provided by Consultant on or before the date indicated. Timeline subject to change and dependent on timely delivery of requested information and assets from Company to Consultant.

Deliverable:	Delivery Date:
Account management and partnership strategy expertise and support	Ongoing
Event research, planning, management, execution, and recap support for events as noted in Exhibit A	Ongoing

3. Company Responsibilities

- a. Company shall be responsible for the following obligations and for providing the following equipment and software:
 - i. Hospitality & Events Onboarding and Experiential Strategy
 1. Provide onboarding and discovery documents and any necessary training for Consultant staff
 2. Work in collaboration with Consultant to establish comprehensive event calendar for 2025 based on strategic recommendations and collaborative conversations
 3. Establish event objectives, priorities, and key event parameters (i.e., budget, guest type, guest count, etc.) to support experiential final event concepts
 4. Coordinate with Consultant to develop agreed upon event planning timeline and decision-making milestones
 - ii. Event Planning, Management, and Execution
 1. Confirm budget allocation for events

- 2. Lead and manage all guest lists, registration systems, and guest communication (i.e., identify and confirm guest lists, manage guest personal details, invites, pre-event/onsite/post-event comms)
 - 3. Lead ticket management for all events with plans to leverage Company's Ticket Manager database/distribution system
 - 4. Lead and manage all guest gifting plans as required (i.e., recommendations, procurement, warehouse management and inventory, delivery to/from event or guest, and distribution)
 - 5. Develop, create, and manage business sessions and other programming content as required
 - 6. Develop, distribute, and manage post-event measurement elements (i.e., surveys, compiling numbers, etc.)
 - 7. Book guest flight travel and manage flight travel manifests, if applicable (flights would be booked and managed through Company's internal team)
 - 8. Provide program managers to oversee/activate production and customer communication on-site at the events, plus additional internal managers as needed depending on size of event
 - 9. Business Development team to lead and execute all contractual agreements for strategic marketing partnerships, hospitality relationships and purchasing with teams, leagues, events and hospitality providers, including purchasing of all assets
- iii. Ongoing Relationship Management
 - 1. Participate in weekly or bi-weekly status meetings
 - 2. Provide monthly briefings on relevant strategic initiatives within the Company's business
 - 3. Participate in bi-annual Company and Consultant team review meeting (i.e., review SOW, staffing, Company and Consultant team feedback, etc.)

4. Term

- a. Consultant will commence performance of the Services on SOW Effective Date, and all Services and Deliverables will be provided by December 31, 2025. This SOW shall be deemed completed: (a) when all Services and Deliverables have been submitted to and accepted by Company; or (b) upon the effective date of termination hereof, when terminated in accordance with the terms of the Agreement.

5. Fees & Staffing and Expenses

- a. FEES AND STAFFING.
 - i. For successful completion of the monthly Services and delivery of accepted Deliverables, Company shall pay Consultant the following Fees. The Fees are fixed and non-reconcilable and shall be earned by Consultant and paid by Company in equal monthly increments beginning on the SOW Effective Date until December 31, 2025.
 - ii. Total Fees:
 - 1. Fees include a ten percent (10%) discount off standard Consultant rates
 - 2. Fees for Hospitality & Events Team Workstream:
 - a. Fee includes an additional single-time Consultant investment of.
 - 3. Fees for Production Team Workstream:
 - iii. Consultant acknowledges that the total Fees for performance of the Services and provision of the Deliverables under this SOW will not exceed. Company shall not be responsible for any Fees above this amount unless agreed to by Company in writing in accordance with the terms of the Agreement. Consultant shall invoice the Fees in accordance with the following schedule:

Period	Monthly Timing	Fees Invoice Amount
1 – 10	February – November 2025	
11	December 2025	
Total Fees		

- iv. The below staffing table is included in the interest of transparency. Actual staffing and hours may vary depending on the program circumstances. A full-time Consultant employee (“FTE”) is billable for 1,800 hours on an annual basis. The Consultant team shall consist of the following staff member levels or a reasonable substitute of comparable skill and experience. Company and Consultant will mutually agree upon additional cost if the requested responsibilities will exceed the staffing hours set forth herein, in which Consultant will provide an estimate of additional costs to submit to Company for approval.

Hospitality & Events		
Title/Discipline	Avg. Percentage	Hours
Vice President, Client Services	25% & Onboarding	525
Director, Client Services	25%	450
Vice President, Experiences	20% & Onboarding	420
Sr. Director, Experiences	75% & Onboarding	1,350
Experiential Manager, Experiences	100%	1,800
Experiential Manager, Experiences	100%	1,800
Sr. Event Executive, Experiences	100%	1,800
Sr. Event Executive, Experiences	100% x 11 months	1,650
Event Executive, Experiences	100% x 11 months	1,650

Event Production		
Title/Discipline	Avg. Percentage	Hours
Director, Experiences Production	50%	900
Sr. Event Executive, Experiences Production	50%	900

- b. EXPENSES.
- i. In accordance with Section 3.c. of the Agreement, once the parties mutually agree on the estimated total program expenses, Company shall deliver to Consultant such amounts and on by such designated dates to enable Company to make timely payment on pre-approved program expenses.
 - ii. Company will reimburse Consultant for all actual, documented, reasonable out of pocket expenses incurred by Consultant that are directly related to the performance of the Services or provision of the Deliverables.
 - 1. Consultant shall present Company with all costs anticipated to exceed for Company's written pre-approval (email acceptable) prior to being incurred, and Consultant shall provide Company with a receipt for any expenses exceeding.

[SIGNATURE PAGE FOLLOWS.]

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IN WITNESS WHEREOF, the Parties have executed this SOW as of the SOW Effective Date.

OCTAGON, INC.:

By: _____

Name: Lou Kovacs

Title: President, North America

COMPANY 4 INC.:

By: _____

Name:

Title:

COMPANY 4 INC.:

By: _____

Name:

Title:

[Signature page to Statement of Work dated February 13, 2025, by and between on the one hand,
COMPANY 4 and, on the other hand, Octagon, Inc.]

Exhibit A
Company Event Types

Events Team // Owned Event Planning and Execution		
Event Type	# of Events	Areas of Focus
Tier 2 // Daily Fantasy Sports (DFS) Events	<ul style="list-style-type: none"> • Planning, onsite support for up to nine (9) events • Est. 30-500 guests/event 	<ul style="list-style-type: none"> • Support Company 4 Events Team on events focused on rewarding top players at the DFS Finals • Identify hosting city(s) and venues • Event curation, guest itineraries, guest list mgmt/comms • Production management of overall theme and branding elements brought to life
Tier 1 // Acquisition Events Tier 1 // Friends of COMPANY 4 Events Tier 2 // Loyalty Events	<ul style="list-style-type: none"> • Planning, onsite support for up to ten (10) events across these event types • Est. 10-450 guests/event pending event type 	<ul style="list-style-type: none"> • Acquisition: End-to-end management of white glove hosting events, curating exclusive partnerships that facilitate access to high-net-worth networks • Friends of COMPANY 4: Support Company 4 Events Team with the curation of high-end events, vendor sourcing and vendor management (<i>Influencer support not scoped</i>) • Loyalty: Support collaboration and incorporation of the Rewards Platform across the events

Hospitality Team // National & Regional Event Planning and Execution		
Event Type	# of Events	Areas of Focus
Tier 1 // VIP National Events	<ul style="list-style-type: none"> • Planning, onsite support for up to ten (10) events • Est. 10-30 guests/event 	<ul style="list-style-type: none"> • End-to-end management of high-touch, overnight hospitality programs at tentpole events for top VIPs • Vendor sourcing & management • Curation of program of events and guest itineraries • Guest list management and event communications • Logistics and onsite execution (as needed)
Tier 2 // COMPANY 4 Hosted VIP Regional Events <i>(high-level logistics only)</i>	<ul style="list-style-type: none"> • Planning of high-level logistics only for up to (50) events • Onsite staffing support for up to ten (10) events • Est. 10-100 guests/event 	<ul style="list-style-type: none"> • Build calendar of events and templated experiences • Manage high-level logistics in coordination with regional COMPANY 4 Hosts • Restaurant reservations, ticket mgmt., event comms • Limited onsite staffing for COMPANY 4 Hosted VIP Regional Events, if requested (i.e., an Octagon team member could support COMPANY 4 Hosts with onsite logistics if it also fits within the priority events calendar)
Tier 2 // Ground-up VIP Regional Events	<ul style="list-style-type: none"> • Planning, onsite support for up to six (6) events • Est. 10-300 guests/event 	<ul style="list-style-type: none"> • Provide deeper level of support for VIP ground-up regional events, such as on-site support and personalized itinerary development
Tier 3 // COMPANY 4 Hosted Brand & Strategic Partnership Events <i>(high-level logistics only)</i>	<ul style="list-style-type: none"> • Planning of high-level logistics only for up to ten (10) events • Est. 50-250 guests/event 	<ul style="list-style-type: none"> • Manage high-level logistics in coordination with regional COMPANY 4 Hosts (i.e., watch parties) • No onsite staffing execution expected
Tier 3 // Large-Scale Brand & Strategic Partnership Events	<ul style="list-style-type: none"> • Planning, onsite support for up to five (5) events • Est. 50-250 guests/event 	<ul style="list-style-type: none"> • End-to-end management of large-scale events around key sponsorship moments to amplify overall COMPANY 4 partnerships (i.e., UFC, NASCAR, NFL, NBA) • On-site execution from core team or additional daily staff, as needed

Event guests: Mutually agreed upon assumption that there will be a reasonable number of guests per event and most events will not be at maximum capacity as noted in tables above.

Incremental projects to be scoped on an as needed project basis:

- Partnering with Octagon Digital and Creative teams for influencers, content capture, social amplification support
- Octagon Creative support for custom creative development, design, and production needs

- Rewards Program execution elements following strategy project completion
- PR support