



Contract Number: ENTER THE INTERNAL CONTRACT REFERENCE FOR THIS CONTRACT

## STATEMENT OF WORK

EFFECTIVE DATE: JUNE 23, 2025

Pursuant to Master Services Agreement

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

(the "Agreement" or "MSA")

Between International Incorporated (" 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 s undersigned parent, subsidiary and/or affiliated company.

**Region/Market/Business Unit Involved:** Sponsorships, Data & Services

**Octagon Office providing Services:** Los Angeles, CA; New York, NY

**Title of Project:** 2025 LAC Phase 1 Karol G Tour Sponsorship Negotiation Support Project

**Term of Project:** June 23 – July 21, 2025

### Understanding and Project Context

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

**Description of Services:** Agency to provide the following Services to Sponsorships and Data & Services to support Karol G music tour sponsorship negotiation, onboarding and launch communications support.

### Scope of Work:

#### **A. Phase 1 - Karol G Music Tour Sponsorship Negotiation Support in LAC Region**

- 1) Provide subject matter expertise support to [REDACTED] to recommend partnership assets and rights mix for Artist Tour Property sponsorship in LAC region
- 2) Assist [REDACTED] with negotiation of business terms of the tour agreement (Artist Tour Property and [REDACTED] to contract directly)
- 3) Create artist tour term sheet to guide agreement creation
- 4) Consult with [REDACTED] property lead and legal team on drafting and negotiation of longform agreement throughout execution process
- 5) Facilitate communication between the Artist Tour Property and Artist Management for vendor onboarding registration [REDACTED] will pay Artist Tour Property and/or Artist Management directly)
- 6) Assist with providing initial activation recommendations for partnership launch communications
- 7) Attend [REDACTED] LAC and Artist Tour Property and Artist Management meetings regarding Artist Tour Property sponsorship in LAC region

### **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: [REDACTED]

RETAINER OR PROJECT NAME: 2025 [REDACTED] Karol G Tour Sponsorship Negotiation Support Project

DATE OF SCOPE: June 23, 2025 - July 21, 2025

Select Currency of SOW --> USD

# Annual Hours --> 1800  
override Europe/Aust to 1680

2 <-- DO NOT DELETE

#### **2025 Staff Plan**

Name	Salary Location	Level	Title	100% FTE			FTE Allocation		Total Cost to Mastercard in USD
				Billable Hours Per Annum	Hourly Rate Local Curr.	FX Rate	Hourly Rate in USD	# Hours	% Time (Annual)
David Hargis	US	8	SVP	1,800	330	1.00000	[REDACTED]	45	2.50%
Cynthia Soltero	US	7	VP	1,800	210	1.00000	[REDACTED]	45	2.50%
Chelsea Pham	US	3	Account Manager	1,800	93	1.00000	[REDACTED]	36	2.00%
Total SOW Amount								126	7.00%

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**

[REDACTED]

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 upon signature. Agency shall earn the Fee as follows: upon completion of the Term.

**Additional Terms**

[If applicable By July 7, 2025 date, the Parties shall meet to discuss the staffing, responsibilities and fees for phase 2 of project.

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.

**Code of Conduct:** [REDACTED]

**Supplier Travel Policy:** [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] 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: \_\_\_\_\_

**[REDACTED] INTERNATIONAL INCORPORATED**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_