

AMENDMENT No. 2
to
STATEMENT OF WORK

This AMENDMENT No. 2 (“Amendment”), effective as of August 1, 2025, hereby amends that certain Statement of Work dated as of February 1, 2025 (“SOW”) by and between Company 10 (“Company 10”) and Octagon, Inc. (“Octagon”) under that certain Master Agency Services Agreement dated as of April 21, 2010, as amended, by and between Octagon, among other Interpublic Group of Company agencies, and Company 10 (the “Agreement”).

W I T N E S S E T H:

WHEREAS, Company 10 and Octagon have entered into the SOW, as amended; and

WHEREAS, Company 10 and Octagon wish to modify certain terms as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Amendment, the parties hereby agree as follows:

1. **DEFINITIONS:** Unless otherwise defined in this Amendment, capitalized terms used, but not defined, shall have the same meanings assigned to such terms in the Agreement.
2. **SERVICES:** Section 2 of the SOW is hereby amended to add the following additional Services
 - xvi. Pro Acceleration Markets (“PAM”) Pro VIP Hospitality Events
 - xvii. PAM Pro Xtra Loyalty Week Store Events
 - xviii. PAM Pro Xtra Job Site Events

The above-mentioned categories are described in further detail below to exhibit the full Services and management capabilities to be provided to Company 10 by Octagon:

- xvi. PAM Pro VIP Hospitality Events
 - a. Provide day-to-day management and coordinate logistics and execution for the following nine (9) PAM Pro VIP Hospitality Events for Atlanta, GA and Dallas, TX markets from August 2025 – January 2026:
 - i. Atlanta, GA
 1. Two (2) Porsche Driving Center Events (up to 15 guests each)
 2. PGA TOUR Superstore Event (up to 200 guests)
 3. Tailgate Texas vs. UGA Football Game (to be mutually agreed upon pending tailgate assets)
 - ii. Dallas, TX
 1. Dinner with sports talent (up to 15 guests)
 2. Cowboys Game (up to 15 guests)
 3. Texas Rangers Game (up to 16 guests)
 4. Tailgate Oklahoma vs. Texas Football Game (to be mutually agreed upon pending tailgate assets)
 5. PGA TOUR Superstore Event (up to 200 guests)
 - b. Lead partner/client/agency calls and status meetings
 - c. Provide 1-2 onsite support staffing per event to properly execute programming
 - d. Source, communicate with and manage third party vendors on behalf of Company 10 inclusive of but not limited to décor/branding elements, food and beverage, photographer, gifting, merchandise, event entertainment, and talent
 - e. Manage set-up and breakdown of all onsite hospitality elements
 - f. Coordinate shipments of gifting, supplies, printed materials and onsite needs

- g. Secure, manage and distribute guest tickets including all guest communication and ticket support for each PAM Pro VIP Hospitality Event
 - h. Develop and operate a seamless guest interface process and manage email communications with registered guests such as registration confirmation, reminder emails, Know Before You Go (“KBYG”) / itinerary distribution, post-event thank you and surveys
 - i. Create planning decks, executive overviews, kick-off decks, welcome letters, recaps, and onsite documents
 - j. Provide post-event and/or program recaps within forty-five (45) days of program completion
 - i. Each event will have a one-page highlight recap
 - ii. At the conclusion of the PAM Pro VIP Hospitality program, Octagon will create (1) full program recap
 - k. Develop, oversee and reconcile hospitality program budgets
 - l. Conduct site visits pending program needs
- xvii. PAM Pro Xtra Loyalty Week Store Events
- a. Lead onsite experiential activation and asset fulfillment for events not to exceed ten (10) events: five (5) events in Atlanta, five (5) events in Dallas from August 2025 – December 2025
 - b. Provide day-to-day management of store event activations
 - c. Develop a comprehensive experiential strategy and onsite activation plan for events based on client brief and identified priorities
 - d. Lead partner/client/agency calls and status meetings
 - e. Participate in store operations and marketing status calls and meetings
 - f. Coordinate pre-event management and experiential program planning
 - g. Manage third party vendors and facilitate payments and invoice processing for program related expenses
 - h. Manage production of event signage and flyers (Company 10 to provide creative)
 - i. Source premiums for consumer program elements
 - j. Secure food and beverage options for the meals that the client is supplying for the events
 - k. Provide clients with activation plans and facilitate the execution of the activation plan which may include some or all of the following depending on activation needs
 - i. Source and train temporary staff
 - ii. Distribute premiums and collateral
 - iii. Setup and teardown event signage
 - iv. Coordinate with property and event stakeholders
 - l. Provide post-event and/or program recaps within forty-five (45) days of program completion
 - i. One (1) program recap will be provided at the conclusion of all the PAM Pro Xtra Loyalty Week Store Events
 - m. Build, manage, and reconcile program budgets (as approved by Company 10)
- xviii. PAM Pro Xtra Job Site Events
- a. Lead onsite experiential activation and asset fulfillment for events not to exceed eight (8) events: four (4) events in Atlanta, four (4) events in Dallas from August 2025 – December 2025
 - b. Provide day-to-day management of job site event activations
 - c. Develop a comprehensive experiential strategy and onsite activation plan for events based on client brief and identified priorities
 - d. Lead partner/client/agency calls and status meetings
 - e. Coordinate pre-event management and experiential program planning

- f. Manage third party vendors and facilitate payments and invoice processing for program related expenses
 - g. Manage production of event signage and flyers
 - h. Source premiums for consumer program elements
 - i. Secure food and beverage options for the meals that the client is supplying for the events
 - j. Provide clients with activation plans and facilitate the execution of the activation plan which may include some or all of the following depending on activation needs
 - i. Source and train temporary staff
 - ii. Distribute premiums and collateral
 - iii. Setup and teardown event signage
 - iv. Coordinate with property and event stakeholders
 - k. Provide post-event and/or program recaps within forty-five (45) days of program completion
 - i. One (1) program recap will be provided at the conclusion of all the PAM Pro Xtra Job Site Events
 - l. Build, manage, and reconcile program budgets (as approved by Company 10)
3. **FEES:** Section 3 of the SOW is hereby revised to add that in addition to the Fee Amounts and Fee Billing schedule set forth in the SOW, in Year One, Company 10 agrees to pay Octagon an incremental fixed and non-reconcilable amount of \$ (\$ net of the SOW Discount in section 11 of \$) payable in monthly installments of \$ and earned evenly over the term August 2025 through December 2025, and \$ in January 2026. The total additional fee includes the SOW Volume Discount in Section 10 of the SOW.

Month	Total
August 2025	\$
September 2025	\$
October 2025	\$
November 2025	\$
December 2025	\$
January 2026	\$
GRAND TOTAL	\$

4. **EMPLOYEES:** Section 8 of the SOW is hereby amended to add the following incremental staff for Year One:

Person	Title	Percentage	Months	Hours	Rate	Total
Catherine Jones	VP	7%	6	63	\$	\$
TBD	Director	46%	6	414	\$	\$
Cameron Wing	Manager	50%	6	450	\$	\$
Vinchara Edwards	Sr. Coordinator	50%	6	450	\$	\$
Kyle Johnson	VP	5%	5	38	\$	\$
Krystal Anthony	Director	23%	5	173	\$	\$
Benton Austin	Manager	35%	5	263	\$	\$
GRAND TOTAL						\$

5. **AFFIRMATION OF THE DOCUMENTS:** Except as amended herein, the SOW is hereby ratified and affirmed.

6. **ENTIRE AGREEMENT:** This Amendment constitutes the full understanding between the parties with respect to the subject matter hereof and may not be changed or modified, without the prior written consent of both parties. This Amendment supersedes any and all other agreements and understandings, whether written or oral, between the parties with respect to the subject matter of this Amendment, including any prior course of dealing or usage of trade, all prior or contemporaneous oral agreements between the parties and all prior written agreements between the parties with respect to the subject matter of this Amendment. The parties agree that the terms and conditions contained herein shall be kept strictly confidential and not disclosed to any third parties, except as required by law. To the extent of any conflicts between this Amendment and the SOW, the terms and conditions of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed by their duly Authorized Representatives.

COMPANY 10

OCTAGON, INC.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____