

Statement of Work
2025 COMPANY 2 GLOBAL PARTNERSHIPS & PLATFORMS RETAINER WORK

This Statement of Work (“SOW”) is entered into on January 1, 2025 between Company 2 (“Company 2”) and Octagon Inc (“Octagon” or “Supplier”) and is made pursuant to the Master Consulting Agreement dated 1 July 2009 between Company 2 and Octagon Worldwide Inc (‘Master Agreement’), the terms of which are incorporated into this SOW.

I. Project: 2025 Company 2 Global Partnership & Platforms Support

II. Description: Global sports and entertainment property management and support, including providing subject matter expertise and counsel across the sports and entertainment industries, asset management, activation strategy, contract compliance, asset approvals, and project management, supporting brand campaign development, interfacing with key markets and addressing inquiries from such markets, facilitating market-sell in and education materials, and attending workshops.

III. Deliverables:

A. Megaplatfrom Portfolio Support

I. Description: Provide ongoing expertise in sports and entertainment, focusing on partnership development across the global brands: Budweiser, Michelob Ultra, Corona and Stella Artois.

II. Key Deliverables:

- a. Monthly newsletter highlighting the sponsorship landscape, with special focus on Olympics, FIFA and tennis
- b. Annual report to Company 2 with trends & best practices in sports and entertainment marketing, to be delivered at the end of the Term
- c. Annual recap of partnership marketing activations and asset usage for Olympics, FIFA and tennis properties, to be delivered at the end of the Term
- d. Lead and/or support discussions and negotiations with global properties as needed
- e. Serve as a resource for both global and local markets in the sports and entertainment landscape

B. Partnership Management of FIFA Club World Cup and FIFA World Cup tournament

I. Description: Provide global FIFA project strategy, management and oversight of rights activation during tournament window. Does not include on-site tournament staffing and activation teams, or any venue operations.

II. Deliverables

- a. Lead partnership planning cycle & support strategic program development
- b. Act as project manager for integrated planning process by setup and on-going management of global project management office (“PMO”) in support of global brands and countries activation plan
- c. Assume ownership of each meeting agenda, post-call notes and end of week status report, inclusive of key workstream status updates, key deliverables and landscape news, to support project management routines
- d. Manage day-to-day relationship, including hosting weekly status meetings, with FIFA for global projects across the Company 2 ecosystem including hosting weekly status meetings
- e. Facilitate biweekly meetings with Company 2 host country teams including U.S., Canada and Mexico zones, agency partners

- f. Facilitate biweekly meetings with activating brands including Michelob Ultra, Budweiser and Core Brands and agency partners
- g. Deliver partnership toolkits and regular share outs as tournament related information is defined by FIFA, for purposes of briefing global workstream leads and global market leads on partnership rights and opportunities
- h. Develop asset guidelines and activation toolkits and liaise with Company 2 stakeholders, as well as global markets, to ensure adherence to rightsholder guidelines
- i. Build global asset tracker and maintain inventory allocations in coordination with US, Mexico, Canada and brand leads
- j. Develop global approvals process and oversee adherence for all global stakeholders while actively managing global approvals (excluding US, Canada and Mexico, who will each nominate a local approvals coordinator)
- k. Support brand Integrated Marketing Campaign (“IMC”) process with sponsorship rights review and approval of assets for IMC, and act as liaison with other agencies in developing overall materials where required
- l. Support integration and centralization of brand voltage ideas, ensuring alignment with partnership rights and assets
- m. Lead sole & exclusive program workstreams, e.g. Player of the Match, from strategic approach through to on-site executional plan. Does not include the ultimate execution of each sole & exclusive program or other special marketing program (e.g. halftime shows), which must be scoped separately based on the direction of the program and related needs.
- n. Consult on International Fan Fest global strategic approach, with specific execution strategy, activation toolkit development or executional needs to be scoped separately.
- o. Centralize global Value In Kind (“VIK”) product tracking, forecasting and reporting process, liaising with host country and global leads for final fulfilment
- p. Oversee development of rights protection process to ensure coordination across key brands and global markets
- q. Oversee centralized accreditation plan to ensure all activation elements are appropriately supported within our contractual allocations. Active management of global accreditation needs to be scoped separately if required.
- r. Develop partnership activation recaps, summary decks, and manage partnership related budget reconciliations
- s. Present event and/or property key learnings and best practice compilation and distribution
- t. Host periodic alignment and planning meetings with Company 2 partnership teams, brand teams, rightsholder and third party stakeholders – including setting meeting agendas, coauthoring meeting materials and supporting planning of meeting logistics
- u. Represent Company 2 at property/external workshops, venue tours, etc.

C. Global Hospitality Program Management and Strategic Operations, FIFA World Cup 2026

- I. Description:** Lead strategic hospitality and ticketing program development and integration with experiential marketing (“XM”) workstreams. Does not include program management or delivery such as additional on-site staff, transportation, ticket management, branding, experiences and other out-of-pockets
- II. Deliverables**
 - a. Own hospitality-specific workstream and maintain related PMO
 - b. Consult on accommodation options for activations
 - c. Facilitate site inspections, recommendations for all aspects of hospitality programs
 - d. Oversee ticket strategy
 - e. Attend relevant calls & meetings

- f. Develop partnerships with third party vendors and hospitality and ticketing teams at the designated rights holder for each event
- g. Design a Guest Management System (“GMS”) that meets Company 2’s compliance requirements and obtains approval from the compliance teams
- h. Identify and source third-party vendors capable of developing and creating a robust GMS to support multiple Company 2 events
- i. Obtain Company 2 brand logos and brand guidelines to create appropriate market and guest user pages
- j. Track market orders and develop order management tools to streamline the process.

D. Partnership Management of ATP, Wimbledon, Roland Garros, and mutually agreed upon tennis ambassadors

- a. Act as project manager for integrated planning process by setup and on-going management of global PMO, local France host country PMO and local England host country PMO
- b. Assume ownership of each global meeting agenda, post-call notes and end of week status report inclusive of key workstream status updates, key deliverables and landscape news, to support project management routines
- c. Manage day-to-day relationship, including hosting weekly status meetings with ATP, Wimbledon and Roland Garros for global Stella Artois projects
- d. Manage day-to-day relationships and liaise with Company 2 stakeholders, host countries and key markets regarding assets, guidelines and activations
- e. Lead development of content for global sell-in decks and all-hands meeting materials
- f. Consult and guide Company 2 host country markets (France, England) through contractual assets, benefits integration to support building of their activation plans
- g. Deliver partnership toolkits and regular share outs for stakeholders and markets as tournament related information is shared by rights holders
- h. Build global asset tracker and maintain inventory allocations in coordination with host country stakeholders
- i. Develop global approvals process and oversee adherence for all global stakeholders while actively managing global and host country approvals
- j. Support global brand IMC process with sponsorship rights review and approval of assets for IMC, and act as liaison with other agencies in developing overall materials where required
- k. Support integration and centralization of global brand voltage ideas, ensuring alignment with partnership rights and assets
- l. Facilitate regular meetings with Company 2 Global France, England and agency partners
- m. Support experiential marketing strategy and coordination in France, England – does not include global experiential marketing strategy plan, on-site activation or production related expenses (for zone or global)
- n. Develop end of week global PMO share outs with project status, sponsorship landscape news and key deliverables recap
- o. Oversee development of global rights protection process to ensure coordination across key brands and global markets
- p. Oversee centralized accreditation plan to ensure all activation elements are appropriately supported within our contractual allocations. Does not include active management of accreditation or local submissions which shall be managed by local teams or scoped separately as required.

- q. For a maximum of three (3) global talent ambassadors procured and contracted by Company 2, manage fulfillment of ambassadors contractual rights and commitments as it relates to tennis platform. For avoidance of doubt this does not extend to talent procurement or zone-level talent management, to be incrementally scoped as required.
- r. Develop partnership activation recaps and summary decks, and manage partnership related budget reconciliations
- s. Present event and/or property key learnings and distribute best practice compilation
- t. Host periodic alignment and planning meetings with Company 2 partnership teams, brand teams, rightsholder and third party stakeholders – including setting meeting agendas, coauthoring meeting materials and supporting planning of meeting logistics
- u. Represent Company 2 at property/external workshops, venue tours, etc.

E. Global Hospitality Program Management and Strategic Operations, Wimbledon and Roland Garros 2025

I. Description: Develop a global hospitality program at utilizing Wimbledon and Roland Garros ticketing and hospitality assets. Wimbledon and Roland Garros hospitality programs are two (2) separate event platforms. Does not include program delivery such as additional on-site staff, transportation, ticket management, branding, experiences and other out-of-pockets, nor management and/or hosting in the onsite Wimbledon and Roland Garros Stella Artois suite spaces.

II. Deliverables

- a. Provide core onsite management team for each program
- b. Create program itinerary and sell-in materials and then manage the dedicated events inbox for market queries
- c. Develop management team & manage project office set-up
- d. Create and manage budget on a zero-based budget principles
- e. Consult on accommodation options including first round site inspections
- f. Attend relevant calls & meetings
- g. Provide subject matter expertise
- h. Identify and develop partnerships with third party vendors including hospitality and ticketing teams with the rights holders for both Roland Garros and Wimbledon
- i. Design a GMS that meets Company 2's compliance requirements and obtains approval from the compliance teams.
- j. Obtain Company 2 brand logos and brand guidelines to create appropriate market and guest user pages.
- k. Track market orders and develop order management tools to streamline the process.

F. Partnership Management Transition of NBA Partnership (January – February 2025)

- a. Act as project manager for integrated planning process of setup and on-going measurement of global PMO
- b. Manage day-to-day relationship, including hosting weekly status meeting with NBA for the global partnership
- c. Manage day-to-day relationships and liaise with Company 2 stakeholders and key markets regarding assets, guidelines and activations
- d. Support integration and centralization of global brand voltage ideas, ensuring alignment with partnership rights and assets

- e. Support media and activation fund reconciliation and forward planning
- f. Develop partnership transition plan for Company 2, key markets and agencies – inclusive of asset and activation fund overview, asset approvals status and hospitality ticket request status

IV. Term of project:

Start Date: January 1, 2025

End Date: December 31, 2025

VI. Fees: Fixed and non-reconcilable fee of \$ to be payable by Company 2 per the below table and earned by Supplier evenly over the term. In addition, Company 2 shall pay Performance Based Compensation up to 10% or \$ of this total scope plus an incremental amount of \$ for the Global Olympics SOW for total Performance Based Compensation of \$ per the KPI's identified below.

Personnel	Level	Location	% Time	Fees	hr rate	months	days	hours
Derek Aframe	EVP	US	5%			12	10	83
Hannah Woodfin	VP	US	50%			12	115	920
Sarah Brokenshire Hubner	GD	US	100%			12	230	1840
AD FIFA PMO Lead	AD	US	100%			10	192	1533
Max Boekelmann Market / Toolkit Lead	AM	US	100%			12	230	1840
AE FCWC / FWC Approvals	AE	US	100%			10	192	1533
GD - Tennis / Other Platforms	GD	US	15%			10	29	230
Caitlin Blankenship Tennis PMO	AD	US	80%			12	184	1472
AD Tennis Local XM FRA Support - FABIEN	AD	FRA	75%			7	101	805
AD Tennis Local UK Support -Kat	AD	UK	25%			8	38	307
AM Finance	AM	US	18%			11	37	295
Alice Christie	VP	UK	30%			12	69	552
Svetlana Hanau	VP	UK	75%			12	173	1380
Ted Murphy	AM	UK	49%			11.5	107	860
AM FWC Hospo (100% from april)	AM	US	100%			9	173	1380
Marina T	AM	GERMANY	50%			3	29	230
Strategic Operations, System, Tools, Compliance (All Projects)	AD	UK	38%			11.5	83	661
Phil Duffy - AD Stella Program Oversight (Jan - Aug)	AD	UK	50%			8	77	613
SAM WIMB Project Hosp (Feb - Aug) - HENRY	SAM	UK	75%			7	101	805
SAM RG Project Hosp (Feb - Jul)	SAM	FRA	75%			6	86	690
NBA Continuation of work / close out	AD	US	0%				0	

Workstream Distribution - Fees per Staff Member			
PERSONNEL	LEVEL	FIFA	TENNIS NBA
Derek Aframe	EVP		
Hannah Woodfin	VP		
Sarah Brokenshire Hubner	GD		
AD FIFA PMO Lead	AD		
Max Boekelmann Market / Toolkit Lead	AM		
AE FCWC / FWC Approvals	AE		
GD - Music / NBA / Stella	GD		
Caitlin Blankenship Tennis PMO	AD		
AD Tennis Local XM FRA Support - FABIEN	AD		
AD Tennis Local UK Support -Kat	AD		
AM Finance	AM		
Alice Christie	VP		
Svetlana Hanau	VP		
Ted Murphy	AM		
AM FWC Hospo	AM		
Marina T	AM		
Strategic Operations, System, Tools, Compliance (All Projects)	AD		
Phil Duffy - AD Stella Program Oversight (Jan - Aug)	AD		
SAM WIMB Project Hosp (Feb - Aug) - HENRY	SAM		
SAM RG Project Hosp (Feb - Jul)	SAM		
NBA continuation of work			

Workstream Distribution - Hours Spent per Staff Member			
PERSONNEL	LEVEL	FIFA	TENNIS
Derek Aframe	EVP		
Hannah Woodfin	VP		
Sarah Brokenshire Hubner	GD		
AD FIFA PMO Lead	AD		
Max Boekelmann Market / Toolkit Lead	AM		
AE FCWC / FWC Approvals	AE		
GD - Music / NBA / Stella	GD		
Caitlin Blankenship Tennis PMO	AD		
AD Tennis Local XM FRA Support - FABIEN	AD		
AD Tennis Local UK Support -Kat	AD		
AM Finance	AM		
Alice Christie	VP		
Svetlana Hanau	VP		
Ted Murphy	AM		
AM FWC Hospo	AM		
Marina T	AM		
Strategic Operations, System, Tools, Compliance (All Projects)	AD		
Phil Duffy - AD Stella Program Oversight (Jan - Aug)	AD		
SAM WIMB Project Hosp (Feb - Aug) - HENRY	SAM		
SAM RG Project Hosp (Feb - Jul)	SAM		

The above table is included in the interest of transparency and both parties acknowledge percentages of time are estimates and actuals may vary while the fee remains fixed and non-reconcilable.

Performance based compensation: Parties agree to 10% of total scope being variable compensation related to KPI's. KPI's to be mutually agreed upon inclusive of:

METRIC	MEASUREMENT	SCORE	WEIGHT
Milano Cortina 2026	Create hospitality program sell in and secure program hotels in Milan and Livigno	Yes/no	25%
Wimbledon Perfect Serve Global Hospitality Program	NPS Value of the global hospitality	>80	25%

Deliver 1YP planning timeline for Milano-Cortina 2026	Develop inclusive planning timeline and structured roadmap by April 1, 2025 to support PMO kickoff	Yes/no	25%
Deliver 1YP planning timeline for FWC 2026	Develop inclusive planning timeline for one year to go by end of Q2 2025, while ensuring PMO updated, live & on-line	Yes/no	25%

VII. Agreed Contract Conditions:

1. Payment terms for fees are 120 days
2. Payment terms for operational expenses are 30 days
3. The Parties agree that for all Services that, under this SOW, Supplier (i) procures through Subcontractors or (ii) secures from third parties on behalf of Company 2, Supplier shall use commercially reasonable efforts to secure payments terms are set at 120 days from the date of receipt of the respective invoice by Supplier, unless (a) otherwise approved in writing by e-mail by any Company 2 Procurement representative, or (b) an Company 2 Procurement representative has actively participated in the procurement of the Services.
4. Notwithstanding any other rights under the Master Agreement, if:
 - (a) the owner, organizer or operator of an event or program (“Event”) cancels or suspends any such Event in whole or in part at any time for any reason relating to the Covid-19 pandemic (including but not limited to as a result of travel restrictions, expected low attendance or as a result of any regulatory requirements or guidance);
 - (b) Company 2 elects not to receive the Services or participate in the Event in whole or in part for any reason relating to the Covid-19 pandemic;
 - (c) Supplier elects not to provide the Services or participate in the Event in whole or in part for any reason relating to the Covid-19 pandemic; or
 - (d) Any one or more third parties, including but not limited to vendors, venues, and talent, that has been engaged to provide goods or services for the Event cannot or will not provide such goods and/or services for any reason relating to Covid-19, and either Company 2 or Supplier deems such lack third party good(s) and/or service(s) would adversely impact the provision of Services,

then the Supplier or Company 2 (as the case may be) shall notify the other party promptly after making any such decision and the following shall apply:

- (a) Supplier or Company 2 shall discuss, in good faith, the reasons for the decision, including any possible mitigation plans or future rescheduling;
- (b) Company 2 shall be responsible for paying the Supplier for any costs or expenses incurred up to the date of notification in relation to both the provision of the Services and any external third party costs, provided all such costs had been previously notified to, and approved by, Company 2 and provided further that the Supplier shall use all reasonable endeavor to minimize and mitigate such costs;
- (c) Company 2 shall be provided with a full refund of all fees or charges paid by Company 2 in respect of any period following the date of notification; and

(d) Company 2 or Supplier may, by written notice to the other party, elect to terminate this SOW with immediate effect.

Integration

- 1. The Parties acknowledge and agree that in the event of any conflict between the provisions of this Scope of Work and the Agreement, the provisions of this Scope of Work shall apply, but only to the extent that such provisions do not modify the following Clauses of the Agreement: 1, 2, 4.1, 4.3, 4.4, 6.2, 6.4, 6.5, 6.6, 7, 8, 9, 11, 12, 13, 15, 17, 18, 19, 21, 22, 24, 25, 27, 28, 30 and 31.

By their signatures below, the parties are agreeing to the terms of this SOW.

Octagon, Inc. (f/k/a Octagon Worldwide, Inc.)

By: _____ Date: _____
Name:
Title:

COMPANY 2

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title: