

STATEMENT OF WORK

This Statement of Work ("Statement of Work" or "SOW") is made and entered into as of September 1, 2024, (the "Effective Date") by and between [REDACTED] and **Octagon, Inc. ("Octagon")**, (collectively referred to as the "Parties").

The Parties agree and acknowledge that the terms of this Statement of Work ("SOW") are hereby incorporated into and made part of the Marketing Services Agreement ("Agreement") between Client and Universal McCann Worldwide, LLC (formerly Universal McCann Worldwide Inc.) (**Agency**) dated as of January 19, 2018. Octagon is providing the Services hereunder as Agency's Affiliate and agrees to enter this SOW and be bound by the terms and conditions of the Agreement as if it were a party to it.

In the event that any term of this SOW conflicts with anything contained in the Agreement this SOW will control for purposes of this SOW only. Any Services and/or Deliverables not described herein are outside of the scope of work of this SOW.

This SOW is not binding on Client until a separate purchase order for the Deliverables and Services covered under this Statement of Work is issued by Client. Separate purchase orders issued by Client shall be the only method by which an obligation to purchase shall arise.

The information contained in this SOW shall be considered the Confidential Information of Client and Agency pursuant to the Agreement, and shall not be disclosed by Client, Agency or Octagon to any third party other than as set forth in the Agreement.

SOW Term: September 1, 2024 – August 31, 2025

Scope of Services:

1. Account Management
 - 1.1 Provide a dedicated account/client relationship manager
 - 1.1.1 Oversee scope, budgets/invoicing and performance management/reporting
2. Partnerships Management
 - 2.1 Strategic planning and partnership management of [REDACTED] current portfolio of partnerships: NFL, PGA TOUR (TOUR Championship), LPGA and MI New York (Cricket)
 - 2.1.1 Provide strategic guidance and subject matter expertise across the portfolio
 - 2.1.2 Maintain and build strong relationships with property contacts; leverage contacts across our networks to deliver maximum value back to [REDACTED]
 - 2.1.3 Deliver strategic activation plans and recaps for each partnership
 - 2.1.3.1 Optimize partnership contracts to align with [REDACTED] goals/objectives
 - 2.1.3.2 Ensure agreed upon contractual assets are fulfilled or renegotiated
 - 2.1.4 Collaborate with [REDACTED] Song, Canvas, Droga5 on media and creative executions

- 2.1.5 Strategize use of activation funds (e.g., NFL asset fund, TOUR flex fund) across applicable categories
 - 2.1.6 Streamline Team/Tournament, Player and/or Stadium/Venue deal strategy, exploration and provide recommendations/insights
 - 2.1.6.1 Provide talent recommendation and lead procurement and management for up to ten (10) talent appearances, including but not limited to pre-event communication, planning calls, briefing documents, on-site talent coordination and payments
 - 2.1.6.1.1 Enter into contracts with talent as Client's agent and manage payments to talent subject to Octagon's timely receipt of applicable funds from Client
 - 2.1.6.1.2 Coordinate directly with partners (e.g., NFLPA) on player appearances and facilitate payments and fulfillment of contract assets, as applicable
 - 2.1.7 Provide strategic insight, POV's and accompanying data for property proposals
 - 2.2 Partnerships Measurement
 - 2.2.1 Maintain and advise on measurement frameworks for each partnership to determine partnership effectiveness
 - 2.2.1.1 Includes development of the measurement framework and consolidation/tracking of metrics
 - 2.2.1.2 Includes delivery of six (6) monthly reports during the NFL season and (1) end of season report; one (1) annual measurement report for PGA TOUR (TOUR Championship), one (1) annual report for LPGA, and one (1) annual report for MINY
 - 2.2.1.3 Does not include custom research, surveying, etc. – which will be scoped out separately if needed
 - 2.2.2 Respond to ad hoc requests for syndicated data as needed, as it relates to the current portfolio
3. Sponsorship Strategy
- 3.1 Deliver and maintain evolved sponsorship strategy, inclusive of an updated sponsorship strategy statement, overview and scorecard
 - 3.2 Provide creative ideation and thought leadership to maximize [REDACTED] footprint across sports and entertainment
 - 3.3 Partner with [REDACTED] on new partnership exploration (e.g., F1, NWSL)
 - 3.3.1 Includes up to ten (10) baseline assessments, POVs and recommendations on property or sponsorship opportunities dependent upon the level of detail required for a given analysis
 - 3.3.2 Includes fair-market valuations of up to three (3) partnership opportunities/proposals
 - 3.4 Proactively bring new opportunities to [REDACTED] aligned with goals/objectives
 - 3.5 Provide subject matter expertise including relevant industry trends, insights on white space and potential new territories to consider

- 3.6 Share competitive overviews, best practices and case studies – e.g., AI & data/analytics in sports, sustainability initiatives, rights management and experiential

Compensation, Expenses and Payment Terms

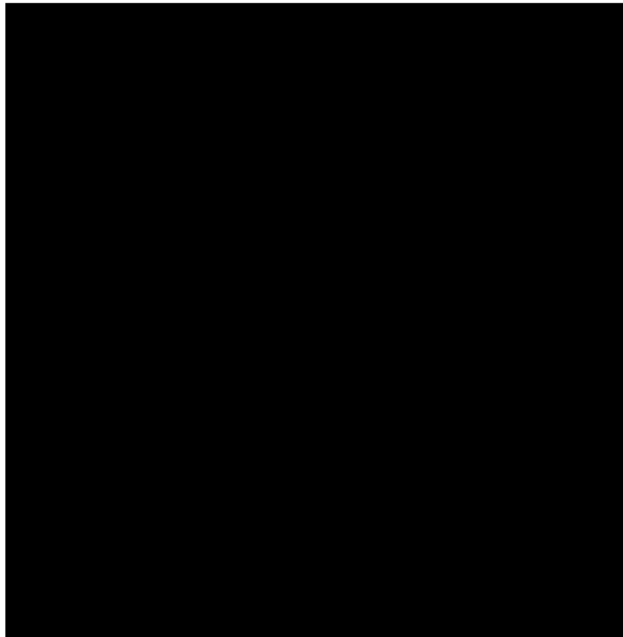
Client shall pay Octagon a fixed, non-reconcilable fee of [REDACTED]. The Fee shall be billed and earned evenly over the SOW Term. Payment for fees will be due in monthly installments of [REDACTED].

In addition to the Fee set forth above, Octagon shall pre-bill the Client for any pre-approved and/or upfront expenses that Octagon will cover on Client's behalf, such as securing talent for an appearance. Octagon shall provide statements detailing actual costs. Such expenses may be processed for expedited payment by Client.

Any additional staff travel related expenses will be passed through at cost but will not exceed a pre-approved expense budget of [REDACTED] during the SOW Term.

Any Services not set forth in this SOW are subject to additional costs and the mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below intending it to become effective on the Effective Date.



Octagon, Inc.

Signed:


Sarah Masters (Oct 24, 2024 14:12 EDT)

Name:

Sarah Masters

Title:

Vice President, Client Services

Date:

10/24/2024

APPENDIX

AGENCY ROLES AND ESTIMATED HOURS

The below table is included in the interest of transparency while Client and Octagon acknowledge the fees are fixed and non-reconcilable.

Name	Title	Role	Hours
██████████	Senior Vice President	Golf industry subject matter expertise	90
██████████	Executive Vice President	NFL subject matter expertise	90
██████████	Vice President	Account management, partnerships and sponsorship strategy oversight	720
██████████	Group Director	Golf expert, senior partnership management lead and sponsorship strategy lead	1080
██████████	Account Director	PGA TOUR/LPGA partnerships lead	900
██████████	Account Director	NFL, MINY partnerships lead	1800
██████████	Senior Director	Sponsorship strategy, measurement lead	270
██████████	Planner	Strategy, research and measurement support	180