

Company 1 Contract Number: **ENTER THE COMPANY 1 INTERNAL CONTRACT REFERENCE FOR THIS CONTRACT**

WORK ORDER

EFFECTIVE DATE: **OCTOBER 1, 2024**

Pursuant to Services Agreement

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

(the "Agreement" or "MSA")

Between Company 1 International Incorporated ("Company 1" or "Client")

and Octagon Worldwide, Inc., a subsidiary of the Interpublic Group of Companies, Inc.

(the "Agency" or "Supplier")

This Work Order 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 Work Order ("WO"). Agency offers the following services (the "Services") to Company 1's undersigned parent, subsidiary and/or affiliated company.

Company 1 Region/Market/Business Unit Involved: Company 1 U.S.

Octagon Office providing Services: Stamford, CT & Charlotte, NC

Title of Project: Company 1 Americas 2024-2025 Sponsorship Hospitality Programs

Term of Project: October 1, 2024 – October 1, 2025

Understanding and Project Context

Description of Services: Agency to provide the following Services to Formula 1 – Las Vegas Race (2024), 67th Annual GRAMMY Awards, and 2025 API Tournament Presented by Company 1 (each an "Event", collectively "Events")

- Develop B2B hospitality programming for three (3) Events
- Execute onsite hospitality Events for hosted customers and executives
- Incorporate Priceless assets, products and services into programming to further Company 1 objectives as mutually agreed upon

Scope of Work:

Project Title: Company 1 Americas 2024-2025 Sponsorship Hospitality Programs

GRAMMYS

- Develop high end hospitality programming for up to forty (40) B2B guests/hosts total at Event
- Assist with compliance documents and necessary approvals decks for guest approvals
- Manage, track, and reconcile program budgets for Hospitality Room, gift premiums, transportation and GRAMMYS assets
- Source, secure and manage 3rd party vendors including but not limited to A/V, décor, and gift premiums
- Assign dedicated transportation lead to act as liaison between Transportation vendor and clients/guests.
- Oversee and manage vendor payments for Hospitality Room and gift premiums
- Prepare guest communications including pre-trip documents, welcome packets and branding elements
- Liaise with Company 1 security on Event information and safety precautions
- Coordinate site visits for Event
- Develop a suite of premiums for approval and purchase.
- Collaborate with asset management team to ensure asset availability and reservation for assets within timelines
- Track usage of assets and availability
- Serve as Company 1 guest concierge onsite to host customers within the Hospitality Room and all official GRAMMY events (i.e. Clive Davis, pre-party, and Awards Show).
- Integrate onsite branding elements and product and services as mutually agreed upon into the Hospitality Room
- Prepare program recap to include gift, Hospitality Room, and official GRAMMY events

Formula 1 – Las Vegas Race & API

- Develop high end hospitality programming for up to forty (40) B2B guests/hosts total at each of the stated Events (F1 – Las Vegas & API)
- Assist with compliance documents and necessary approvals decks for guest approvals
- Manage, track, and reconcile program budgets
- Source, secure and manage 3rd party vendors including but not limited to accommodations, transportation, business session, restaurants, tours, A/V, caterers, décor companies
- Oversee and manage vendor payments
- Utilize Company 1's GMS system to collect guest data
- Assist Company 1 with development of guest registration site by providing Event details (dates, agenda, FAQ, registration questions)
- Prepare guest communications including pre-trip documents, welcome packets and branding elements
- Liaise with Company 1 security on Event information and safety precautions
- Coordinate site visits for Event
- Develop a suite of premiums for distribution to guests
- Collaborate with asset management team to ensure asset availability and reservation for assets within timelines
- Track usage of assets and availability
- Serve as Company 1 guest concierge onsite to host customers

- Integrate onsite branding elements and product and services as mutually agreed upon
- Prepare program recap

Project Staffing Plan

Name	Role	Primary Role	Total Hours	Primary Location
	Account Director	Program Lead Formula 1 – Las Vegas Day to Day Manager	780	
	Account Manager	API Day to Day Manager	900	
	SAE	GRAMMY's Day to Day Manager	900	
	AE	Program Support	800	
TOTAL			3,380	

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

In consideration for the Services provided by Agency, Company 1 shall pay a fixed and non-reconcilable fee of ("Fee") invoiced to Company 1, according to the following schedule: evenly each quarter during Term of agreement. Agency shall earn the Fee as follows: evenly each month during the Term of agreement.

Additional Terms

By August 2025, the Parties shall meet to discuss the staffing, responsibilities, and fees for the 2025-2026 Contract Year.

In accordance with the MSA, Agency staff are required to follow Company 1 Code of Conduct and Supplier Travel Policy. Please find links to these policies below.

Code of Conduct: <https://www.Company 1.com/content/dam/public/Company 1com/procurement/pdf/supplier-code-of- conduct-website.pdf>

Supplier Travel Policy: <https://www.Company 1.com/content/dam/public/Company 1com/procurement/pdf/Company 1- supplier-travel-expense-policy-revised-03-22-21.pdf>

Notwithstanding any contrary contractual provisions that might otherwise apply in the MSA or any WO, Company 1 agrees that given the extraordinary effect of Coronavirus on sponsorships, events and activations (any of which, an "Event"): (1) if Company 1 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 Company 1 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 Company 1; 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 Company 1's 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: _____

COMPANY 1 INTERNATIONAL INCORPORATED

Signature: _____

Name: _____

Title: _____

Date: _____