

**Statement of Work**  
**2025 COMPANY 2 GLOBAL OLYMPICS PLATFORM 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 Olympics Platform Support
- II. Description:** Global Olympics support, including providing subject matter expertise and counsel across the industry, 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. Partnership Management of International Olympic Committee, Milano Cortina 2026**
    - I. Description:** Global Olympics project strategy, management and implementation. Does not include games times operations staffing, 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 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 IOC and Milano Cortina Organizing Committee
      - e. Manage day-to-day relationships and liaise with Company 2 stakeholders, host countries and key markets regarding assets, guidelines and activations
      - f. Deliver partnership toolkits and regular share outs for stakeholders and markets as tournament related information is shared by the IOC and Milano Cortina Organizing Committee
      - g. Develop asset guidelines and activation toolkits, and liaise with Company 2 stakeholders, as well as global markets, to ensure adherence to rightsholder guidelines
      - h. Build global asset tracker and maintain inventory allocations in coordination with host countries
      - i. Consult and guide Company 2 markets through assets and benefits integration in their plans
      - j. Build global asset tracker and maintain inventory allocations in coordination with host country stakeholders
      - k. Develop global approvals process and oversee adherence for all global stakeholders while actively managing global approval submissions
      - l. Support brand IMC process with sponsorship rights review, approval of assets for IMC, and act as liaison with other agencies in developing overall materials where required
      - m. Support integration and centralization of brand voltage ideas, ensuring alignment with partnership rights and assets
      - n. Lead implementation of sole & exclusive programs, e.g. Golden Bottle into partnership activations through strategic planning, asset approvals and on-site executional plan. Does not include the ultimate execution of each sole & exclusive program or other special marketing program, to be scoped based on the direction of the program and related needs.

- o. Develop end of week PMO share outs with project status, sponsorship landscape news and key deliverables recap
- 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 all 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.

**B. Global Hospitality Program Management and Strategic Operations Support, Milano Cortina 2026**

**I. Description:** Lead strategic hospitality and ticketing program development and integration with 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. Provide core onsite management team for Milano and Livigno Hospitality programs
- b. Lead strategic hospitality program development and integration with XM workstreams
- c. Own hospitality-specific workstream and maintain related PMO
- d. Consult on accommodation options, source key hospitality program vendors for activations
- e. Create hospitality package program and sell in materials for markets
- f. Facilitate site inspections and make recommendations for hospitality programs
- g. Oversee ticket strategy, GMS build and management for program execution
- h. Create program itinerary and sell-in materials and management of the dedicated events inbox for market queries
- i. Attend relevant calls & meetings
- j. Provide subject matter expertise
- k. Identify and develop partnerships with hospitality and ticketing teams at the designated rights holder for each event
- l. Design a GMS that meets Company 2's compliance requirements and obtains approval from the compliance teams.
- m. Obtain Company 2 brand logos and brand guidelines to create appropriate market and guest user pages
- n. Track market orders and develop order management tools to streamline the process

**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.**

| Personnel | Level | Location | % Time | Fees | hr rate | months | days | hours |
|-----------|-------|----------|--------|------|---------|--------|------|-------|
|           | EVP   | US       | 1%     |      |         | 12     | 1    | 9     |
|           | VP    | US       | 50%    |      |         | 12     | 115  | 920   |
|           | AD    | US       | 100%   |      |         | 11.5   | 220  | 1763  |
|           | SAE   | US       | 100%   |      |         | 12     | 230  | 1840  |
|           | AM    | US       | 8%     |      |         | 11     | 16   | 127   |
|           | VP    | UK       | 30%    |      |         | 12     | 69   | 552   |
|           | AD    | UK       | 50%    |      |         | 12     | 115  | 920   |
|           | AD    | UK       | 50%    |      |         | 5      | 48   | 383   |
|           | AD    | UK       | 25%    |      |         | 7      | 34   | 268   |
|           | AM    | UK       | 100%   |      |         | 5      | 96   | 767   |
|           | AM    | UK       | 26%    |      |         | 11.5   | 58   | 463   |
|           | AD    | UK       | 13%    |      |         | 11.5   | 28   | 220   |

**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: