

## **STATEMENT OF WORK**

This Statement of Work (“SOW”) is dated as of February 1, 2025 (“Effective Date”), and is attached to and made a part of the Master Services Agreement dated as of April 21, 2010, as amended (the “Agreement”) by and between **Octagon, Inc.** ( “Octagon”), among other Interpublic Group of Company agencies, and **Company 10** (“Company 10” or “COMPANY 10”). All capitalized terms used in this SOW and not otherwise expressly defined herein shall have the meanings ascribed to such terms in the Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. **TERM:** This SOW shall be effective as of the Effective Date and shall continue in full force and effect until January 31, 2028, unless earlier terminated in accordance with the Agreement.
2. **SERVICES:** The services provided by Octagon to Company 10 in the SOW will fall into the below categories:
  - i. Account Management & Administration
  - ii. College Sports Sponsorship & Programs
  - iii. Divisional Sponsorships & Programs
  - iv. Soccer Sponsorships & Programs
  - v. Premier Hospitality Programs
  - vi. Multicultural Programs
  - vii. Regional & Workshops Programs
  - viii. Creative Support
  - ix. Strategy Support
  - x. Additional Support & New Requests

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 with regard to Company 10’s sport marketing, multicultural, regional and workshop groups.

- i. Account Management & Administration
  - a. Lead development of Company 10’s Sports Marketing (“Sports Marketing”) team’s sponsorships strategy to support Company 10’s brand, consumer, Pro, and Orange Apron Media objectives
  - b. Lead Sports Marketing, Multicultural, Regional and Workshops account team(s) to support overall program management
  - c. Lead College Sports, Divisional, Soccer, Hospitality, Multicultural, Regional & Workshops sponsorship integration and activation programs
  - d. Lead agency Specialty Group support (Creative, Strategy, Hospitality, Experiences)
  - e. Monitor and assess account team bandwidth to determine feasibility of new projects and to ensure current client deliverables are being met
    - i. Support hours reporting monthly
  - f. Lead agency integration and support for programs
  - g. Lead weekly and monthly status meetings with Company 10 clients, including necessary agendas and tracking documents
  - h. Facilitate and manage Sports Marketing’s annual budget including:
    - i. Lead Company 10 client annual budget forecasting and planning submitted to Company 10 client finance department
    - ii. Review Company 10 client annual budget in detail to ensure allocations are properly scheduled based on spend calendar
    - iii. Advise on securing incremental funds to support programming and growth

- iv. Monitor, track, and provide client contractual escalators to inform budget plans
    - v. Provide monthly financial tracking and status reports for activation funds and sponsorship fees
    - vi. Advise on monthly budget invoicing allocation noting internal Company 10 client spend and activation program expenses for programming
    - vii. Lead scheduled sponsorship invoicing cadence
    - viii. Lead rights, activation, and out-of-pocket budgets across all verticals
  - i. Facilitate and manage monthly agency fee invoicing including tracking of spend against Company 10 client budget
  - j. Provides annual planning timelines for partnerships and hospitality programs
  - k. Advise on platform landscape, industry updates and competitive trends frequently throughout the calendar year
    - i. Support competitive reporting on a quarterly basis
  - l. Advise on property and talent negotiations across disciplines, including leading negotiations on new partnerships and renewals
  - m. Support research and property evaluations
  - n. Help identify and research appropriate sponsorship properties to meet Company 10's marketing needs
  - o. Prepare presentations, talking points, and other strategic documents on sponsorship programs for Company 10 leadership and Executive Leadership Team requests
  - p. Attend meetings with Company 10 leadership and Executive Leadership Team as requested
  - q. Advise Company 10 client on best practices for sponsorship management and internal management processes
  - r. Support Company 10 clients with sponsorship inquiries and properties requesting an exploratory meeting/call, with notes, manage follow-up and subsequent communications
    - i. Company 10 client to provide briefing materials prior to the meeting and/or call with clear direction, strategy and rationale
    - s. Supply Company 10 clients with up to ten (10) point-of-views on sports and marketing opportunities on an annual basis
- ii. College Sports Sponsorship & Program
  - a. Client Services
    - i. Manage and execute the strategy, marketing, weekly hospitality, and experiential programs for Company 10's sponsorship of College GameDay Built by The Company 10
      - 1. Provide day-to-day management of partnership
      - 2. After being provided with a detailed brief by Company 10, develop appropriate briefs for internal specialty groups
      - 3. Develop comprehensive activation plan and manage execution and timelines across internal teams, inclusive of:
        - a. On-site activations
        - b. Signage, branding and premiums
        - c. On-site hospitality
        - d. Social media/digital extensions
        - e. Broadcast integrations and features
      - 4. Create and maintain property overview and tracking documents such as asset trackers, activation plans, weekly execution guides, etc.
      - 5. Build, manage, and maintain budget, while providing timely update reports
      - 6. Supply consistent recaps for program, inclusive of:

- a. Weekly recaps within one (1) week of the broadcast
  - b. End-of-Year Recap within forty-five (45) days of the conclusion of the season
- ii. Manage and oversee execution of the strategy, marketing, hospitality, and experiential programs for Company 10's NCAA sponsorship, specifically around Men's and Women's Final Four
  - 1. Provide day-to-day management of overarching partnership
  - 2. After being provided with a detailed briefs by Company 10, develop appropriate briefs for internal specialty groups
  - 3. Develop comprehensive activation plans and manage execution and timelines across internal teams, inclusive of on-site activations, signage, branding and premiums/gifting, hospitality, social media/digital extensions, broadcast integrations and features (in partnership with Optimum Sports ("OS"))
  - 4. Create and maintain property overview and tracking documents such as asset trackers, activation plans, as execution guides
  - 5. Build, manage, and maintain budget, while providing timely update reports
  - 6. Supply consistent recaps for program, inclusive of:
    - a. Flash recaps within one (1) week of program conclusion
    - b. End-of-Year Recap within forty-five (45) days of the conclusion of the program
- iii. Liaise with agency teams to produce integrated and tactical plans for annual campaigns
  - 1. Provide guidance on how to best leverage partnership, talent, and associated intellectual property ("IP")
  - 2. Assist in coordination and execution of production days
  - 3. Ensure production needs for Sports Marketing elements are met
  - 4. Manage all needed approvals from ESPN, NCAA/JV and Talent
- iv. Serve as day-to-day contact for ESPN and NCAA/JV partnerships
  - 1. Maintain consistent touch bases
  - 2. Facilitate needed approvals across each campaign and partners
  - 3. Ensure fulfillment of contractual assets
  - 4. Lead contract renewal and other needed negotiations with property
  - 5. Manage game and event ticket related allocations
- v. Provide thought leadership, trends and insights about the broader developments in the college football and sports space
- vi. Oversee broadcast valuation and related metric reporting with Octagon's sister agency Futures Sport + Entertainment ("Futures")
- vii. Manage contractual obligations at fifteen (15) weekly regular season College GameDay activations, and up to three (3) additional broadcasts
  - 1. Ensure fulfillment of contractual assets
  - 2. Coordinate on-site needs and requests to and from ESPN and talent
  - 3. Lead communication and on-site hosting of up to forty (40) weekly guests inclusive of ticket distribution
  - 4. Oversee contractual fulfillment of five (5) talent obligations, including meet & greets and photo-ops
  - 5. Ensuring all branding, individuals and applicable elements are set and in place during production of Company 10's four (4) weekly tv segments that are produced by ESPN.
- viii. Manage five (5) College GameDay Talent partnerships – Rece Davis, Lee Corso, Nick Saban, Kirk Herbstreit, Desmond Howard

1. Provide roster analysis for renewal recommendation strategy
  2. Lead negotiations for College GameDay Talent partnerships (lead partner discussions, draft term sheets, negotiate with partner to deliver value based on Company 10 objectives, facilitate signing of deal, and map out implementation of contract delivery; Company 10 responsible for executing all College GameDay Talent contracts)
  3. Lead communications with College GameDay Talent and agents to ensure contractual obligations are fulfilled
  4. Lead coordination/scheduling with College GameDay Talent on any appearance requests and coordination/confirmation of details for any confirmed appearances
  5. Serve as College GameDay Talent host for any contractual talent appearances
  6. Develop usage plans for each College GameDay Talent for each college football season
  7. Liaise with clients, partners, vendors, inter-agency stakeholders, and key contacts to ensure proper standards and College GameDay Talent nuances are accounted for in work
  8. Manage partnership assets such as appearances, production days, and social media activity
  9. Manage College GameDay Talent IP approvals for promotional and advertising use and integration in marketing materials
  10. Manage accounting processes and procedures including estimates, invoices, accruals and approvals for each College GameDay Talent
- ix. Manage two (2) NCAA Talent partnership
1. Lead negotiations for NCAA Talent partnership (lead partner discussions, draft term sheets, negotiate with partner to deliver value based on Company 10 objectives, facilitate signing of deal, and map out implementation of contract delivery; Company 10 responsible for executing all NCAA Talent contracts)
  2. Lead communications with NCAA Talent and agents to ensure contractual obligations are fulfilled
  3. Lead coordination/scheduling with NCAA Talent on appearance requests and coordination/confirmation of details for confirmed appearances
  4. Serve as NCAA Talent host for appearances
  5. Liaise with clients, partners, vendors, inter-agency stakeholders, and key contacts to ensure proper standards and NCAA Talent nuances are accounted for in work
  6. Manage partnership assets such as appearances, production days, and social media activity
  7. Manage NCAA Talent IP approvals for promotional and advertising use and integration in marketing materials
  8. Manage accounting processes and procedures including estimates, invoices, accruals, payments and approvals
- x. Manage ancillary talent requests and needs
1. Lead discussions, negotiations and populating deal terms into draft term sheets or LOIs as needed for ancillary requests
    - a. Company 10 to enter all such talent contracts directly
  2. Lead communications with talent/agents to ensure contractual obligations are fulfilled

3. Lead coordination/scheduling on appearance requests and coordination/confirmation of details for confirmed appearances
  4. Serve as talent host for talent appearances
- b. Experiences
  - i. Oversee annual on-site College GameDay on-site program elements that will be featured at fifteen (15) weekly regular season College GameDay activations and up to three (3) additional broadcasts (Week 0, Army/Navy, 1<sup>st</sup> Round of Playoffs)
    1. Provide subject matter expertise in order to ensure proper considerations are accounted for during on-site interactive activation concepting given the unique logistical challenges of the program
    2. Source vendor that can most effectively fabricate, staff and execute the on-site interactive activation with the provided budgetary constraints
    3. Manage communication and relationship with on-site interactive activation vendor
    4. Secure and provide necessary paperwork for ESPN Safety & Security
    5. Communicate weekly load-in and load out plans and related logistics (location, timing, restrictions) with activation and bus vendors
    6. Ensure on-site interactive activation is functioning smoothly throughout active windows
    7. Track relevant metrics for recapping purposes
  - ii. Oversee coordination and needs associated with the College GameDay Bus and Hospitality Trailer
    1. Liaise with vendors on proper maintenance and care of hospitality trailer
    2. Secure safe and convenient location for offseason storage of hospitality trailer
    3. Manage communications with bus vendor
    4. Ensure trailer vendor obtains and displays as required proper tax and tags for the trailer
    5. Manage associated payments for annual bus rental (Company 10 to contract with vendor) and related expenses with vendor
  - iii. Coordinate logistics and execute fifteen (15) weekly regular season College GameDay on-site programs, with potential for up to three (3) additional broadcasts (Week 0, Army/Navy, 1<sup>st</sup> Round of Playoffs)
    1. Provide on-site staffing to properly execute programming
    2. Source, manage communication, and oversee approximately ten (10) local volunteers to assist in on-site setup, execution and breakdown
    3. Manage set-up and breakdown of all on-site signage, cheer card making activation, on-site interactive activation (changes annually), back of house hospitality set up and assembly of the Traeger grill and other Company 10 product integration as needed
    4. Hire, serve as point of contact, provide shot list, receive final images and process payment for weekly on-site photographer
    5. Aggregate proper insurance certificates from vendors as requested by Company 10, and to provide to ESPN Safety & Security
    6. Secure lodging and proper transportation needs for Octagon team as well as client lodging (as reasonably requested and mutually agreed upon)

- 7. Coordinate shipments of premiums, signage and any other weekly needs with vendor(s) and local market Company 10 store to ensure timely arrival and accurate needs are accounted for
- 8. Create and distribute weekly documentation to key stakeholders, including execution guides, volunteer packets, VIP packets, and recaps
- 9. Relay needed information to the on-site interactive activation vendor to adhere to instructions and constraints as dictated by the site and ESPN
- 10. Source and order catering for up to forty (40) VIP guests at each broadcast
- iv. Source proper storage locations to fit various short term and long-term storage needs
  - 1. Keep accurate inventory for storage locations
  - 2. Octagon to contract with and manage payments for various storage locations
  - 3. Create and upkeep usage/distribution plan for items to avoid unnecessary accumulation
- v. Manage activation related budget
  - 1. Provide recommendation for best use of activation dollars
  - 2. Create and maintain budget specific to activation related expenses, inclusive of team travel and expenses
  - 3. Reconcile related expenses
- vi. Manage overall experiential programs for NCAA programming at Men's Final Four, Women's Final Four fan events – Fan Fest, Tip-Off Tailgate, Tourney Town, Party on the Plaza
  - 1. Create, plan, design, and build activation footprints
    - a. Provide subject matter expertise in order to ensure proper considerations are accounted for during activation concepting given the unique logistical challenges of the program
    - b. Partner with other Company 10 internal specialty groups to determine feasibility of concepts
    - c. Secure and provide necessary paperwork and permits
  - 2. Contract with fabricator vendors for the activation footprints
    - a. Source vendor(s) that can most effectively fabricate, staff and execute the activation with the provided budgetary constraints
    - b. Manage communication and relationship with activation vendor
    - c. Communicate load-in and load out plans and related logistics (location, timing, restrictions) with partners and vendors
  - 3. Hire brand ambassadors
  - 4. Manage vendors to ensure delivery of contracted goods and services
- vii. Provide experiential on-site support for Men's Final Four and Women's Final Four Championship weekends
  - 1. Provide up to three (3) total additional Octagon full-time support as needed
  - 2. Hire and manage brand ambassadors as needed
  - 3. Ensure on-site activations are functioning smoothly throughout active windows
  - 4. Track relevant metrics for recapping purposes
- viii. Manage premium needs

1. Source and provide premium recommendations for needs across VIP gifting (up to 40 per week), fan facing distribution, internal needs and special requests
  2. Ensure proper approvals are secured by all parties (COMPANY 10, ESPN/Disney), inclusive of the extensive Disney ILS requirements
  3. Order premiums to align with varying production timelines
  4. Track inventory of premium items and identify additional needs
  5. Ensure proper storage local and distribution set up of premium items
  6. Manage associated payments
- ix. Manage activation related budget
1. Provide recommendation for best use of activation dollars
  2. Create and maintain budget specific to activation related expenses, inclusive of Octagon team travel and expenses
  3. Reconcile related expenses
- iii. Divisional Partnership & Programs
- a. Client Services
- i. Provide day-to-day management of Company 10's divisional partnerships including: Atlanta Falcons, Atlanta United, Atlanta Drive, Mercedes Benz Stadium, The Company 10 Backyard, Atlanta Braves, Peachtree Road Race, Chick-fil-A Peach Bowl, Aflac Kick-Off Game, Georgia Aquarium, College Football Hall of Fame, Company 10's applicable ticketing management system(s) and Sponsorium ("Divisional Partnerships")
    1. Assist Company 10 in all areas of sponsorship management and serve as the day-to-day liaison with the Divisional Partnerships on execution of sponsorship assets, overall relationship management, identification of new integration opportunities across properties, and negotiation of incremental benefit/rights adjustments as needed or requested
    2. Regularly meet with Sponsorship Partners, providing pre-meeting agendas
    3. Keep client updated of any new opportunities or property insights that would impact the partnerships
    4. Develop and maintain asset trackers and other standardized documents to track the use of both contractual or incremental assets delivered by Divisional Partnerships
    5. Lead the development of sponsorship activation plan and activation budget for Company 10's Divisional Partnerships based on Company 10's goals and objectives
    6. Build, manage, and maintain Divisional Partnership budgets, while providing timely update reports
    7. Lead onsite programming, asset fulfillment, creative project management for Divisional Partnerships
    8. Manage up to thirty (30) Mercedes-Benz Stadium suite hospitality events annually across NFL, MLS, and any other events held inside the Mercedes-Benz Stadium on an annual basis
    9. Manage up to five (5) total Company 10 Backyard events annually across ATLU/Falcons
    10. Host up to ten (10) Company 10 Clubhouse suite usages during the Atlanta Braves regular season
    11. Supply "flash recaps" of large activations within four (4) days of event execution

12. Submit a detailed sponsorship wrap-up report within forty-five (45) days of the completion of the sponsorship activation period for each Divisional Partnership
13. Assist as needed in any sponsorship contract discussions with appropriate property holders, including contract negotiation where requested
14. Oversee valuation process of divisional partnerships where requested
15. Manage Company 10's sponsorship inquiry portal, Sponsorium, as it relates to prospective sponsorships (media, affiliate, and influencer inquiries to be handled by Company 10 directly)
16. Manage distribution of tickets through Company 10's applicable ticketing management system(s) of all managed properties/events currently in the portfolio for Divisional Partnerships. Tickets associated with incremental events/properties would not be in scope to manage.
17. Provide industry insights and expertise relating to sports marketing landscape

iv. Soccer Sponsorship & Programs

a. Client Services

- i. Manage and execute strategy, marketing, hospitality, and oversight of experiential programs associated with Company 10's Mexican National Team (FMF), USSF National Teams (USMNT USWNT), USSF National Training Center (NTC) and Major League Soccer (MLS) sponsorships
  1. Provide day-to-day management of Company 10's FMF, NTC, USWNT, USMNT and MLS partnerships
  2. After being provided with a detailed brief by Company 10, develop a detailed sponsorship strategy and onsite activation plan for NTC, USWNT, USMNT, FMF and MLS
  3. Build, manage, and maintain FMF, USWNT, USMNT, NTC and MLS partnership budgets, while providing timely update reports
  4. Lead onsite programming, including experiential activation oversight, asset fulfillment, creative project management, and hosting of hospitality suites.
  5. Oversee up to twelve (12) activation events annually across USWNT, USMNT, FMF and MLS
  6. Submit a detailed sponsorship wrap-up report within sixty (60) days of the completion of each respective partnership activation period
  7. Coordinate with Company 10 and leagues to manage Company 10's vendor pass-through programs for Soccer

b. Experiences

- i. Develop and manage overall experiential programs for, MNT Futbol Fiesta, MLS All-Star Game, USMNT and USWNT totaling up to twelve (12) events annually, inclusive of up to five (5) USMNT and USWNT activations in total
  1. Create, plan, design, and oversee build of activation footprints for MNT, MLS, USWNT and USMNT activation footprints
  2. Provide subject matter expertise to ensure proper considerations are accounted for during activation concepting given the unique logistical challenges of the soccer on-site activation program
  3. Determine feasibility of concepts
  4. Secure and provide all necessary paperwork and permits for on-site activations

- 5. Source and contract with vendor(s) that can most effectively fabricate, staff and execute the activation with the provided budgetary constraints
  - 6. Manage communication and relationship with activation vendor(s)
  - 7. Communicate load-in and load out plans and all related logistics (location, timing, restrictions) with partners and vendors
  - 8. Provide experiential on-site support for USMNT, USWNT, MNT and MLS activations
  - 9. Provide additional full-time support as needed
  - 10. Hire and manage brand ambassadors as needed
  - 11. Ensure on-site activations are functioning smoothly throughout active windows
  - 12. Track relevant metrics for recapping purposes
  - 13. Ensure proper approvals are secured by appropriate parties (Company 10, MNT/MLS, USMNT, USWNT suppliers)
  - 14. Order premiums to align with varying timelines including production and distribution
  - 15. Track inventory of premium items and identify additional needs
  - 16. Manage payments of all activation elements contracted for by Octagon
  - 17. Create and maintain budget specific to activation related expenses, inclusive of team travel and all related expenses
  - 18. Reconcile related expenses with all MLS, MNT, USWNT and USMNT activations
- v. Premier Hospitality Programs
- a. Provide day-to-day management and coordinate logistics and execution for the following eight (8) premier hospitality programs
    - i. College Football Playoffs (1) Semifinal (up to 18 guests)
    - ii. College Football Playoffs National Championship (up to 18 guests)
    - iii. Masters Tournament (up to 36 guests across 3 waves)
    - iv. NCAA Men's Final Four (up to 40 guests across 2 waves)
    - v. NCAA Women's Final Four (up to 40 guests across 2 waves)
    - vi. 2025 Ryder Cup (up to 68 fly-in guests across 2 waves & up to 310 local guests across 6 days)
    - vii. Tomorrow Golf League SoFi Center (up to 20 guests)
    - viii. Mountain Sky Guest Ranch (up to 84 guests)
  - b. Provide on-site staffing to properly execute programming
  - c. Source, communicate with and manage third party vendors on behalf of Company 10 inclusive of but not limited to travel booking, in-market transportation, accommodations, décor/branding elements, food and beverage, content capture, gifting, merchandise, event entertainment, and talent
  - d. Manage set-up and breakdown of all onsite hospitality elements
  - e. Secure lodging, travel and proper transportation needs for staff and all invited guests
  - f. Coordinate shipments of gifting, supplies, printed materials and onsite needs
  - g. Deliver hotel room drops with COMPANY 10 support onsite and support guest ticket distribution by providing best practices and ticket tracking document
  - h. Recommend ticketing tiers and quantities for Company 10 to source
  - i. Develop and operate a seamless guest interface process for invitation, registration, itineraries, and onsite check-in to ensure a high-touch, premium experience at every interaction
  - j. Create execution guides and recaps for key stakeholders

- k. Develop and deliver concepts to host clients, Pro Customers and OAM suppliers at premier programs domestically
  - l. Develop, oversee and reconcile hospitality program budgets
  - m. Conduct site visits pending program needs
  - n. Support 2028 strategy planning and premier hospitality program renewals (Masters, NCAA Final Four, Tomorrow Golf League SoFi Center, Mountain Sky Guest Ranch)
  - o. For the avoidance of doubt, this Hospitality Program support does not include the following and will be Company 10 client's responsibility:
    - i. Local Market Pro Outings tied to any of the (8) premier hosting programs
    - ii. Securing, managing and distributing guest tickets including all guest communication and ticket support for each premier program
    - iii. Creating and distributing customer profiles and executive overviews for key stakeholders for each premier program
    - iv. Sourcing, managing, and booking client travel for events and programming falling outside of these eight (8) premier programs
    - v. Company 10 clients will provide onsite support throughout the duration of the eight (8) premier programs:
      - 1. Serve as the Company 10 hosts and Executive Leadership attendee(s) point of contact
      - 2. Assist Octagon with guest itineraries, gifting distribution, hospitality lounge hosting (where applicable)
- vi. Multicultural Programs
- a. Manage and execute the experiential strategy, marketing, and activation programs that are affiliated with Company 10's African American grassroots partnerships ("Multicultural Partnerships") which includes four (4) NCAA Conferences (CIAA, MEAC, SWAC, and SIAC), along with additional HBCU related events, college football games and partnership properties (such as Magic City Classic, Florida Classic, Celebration Bowl, and the HBCU Alumni Alliance or other related events).
    - i. Provide day-to-day management of Multicultural Partnerships
    - ii. Lead partner/client/agency calls and status meetings
    - iii. Participate in all-agency calls and status meetings
    - iv. Provide POVs and feedback to client for Multicultural Partnership sponsorship inquires
    - v. After being provided with a detailed brief by Company 10, develop a detailed sponsorship strategy and onsite activation plan for events, partnerships and/or campaigns
  - b. Coordinate pre-event management and experiential program planning
    - i. Develop and present a comprehensive strategy and onsite activation plan(s) based on Company 10 client brief and identified priorities
    - ii. Create event activation schedule and asset deliverable list for client and agency partners
    - iii. Facilitate vendor payments and invoice processing for program related vendors
    - iv. Lead partner/client/agency calls and status meetings
    - v. Traffic creative assets, as related to partnerships
    - vi. Liaise with other Company 10 departments, agency partners for partnership deliverables and assets
    - vii. Source and manage development of event signage, branding, premiums, and other vendor resources as needed to fulfill event activation plans
    - viii. Manage communication with Company 10 field/store related contacts, as needed
    - ix. Coordinate ticket distribution plan, as needed

- x. Manage third party vendors that Octagon contracts with for fulfillment of experiential activation elements as needed, including but not limited to production, logistics, staffing, transportation and signage
- xi. Provide business expertise requested with related Multicultural Partnerships contract discussions with all involved property holders
- c. Lead onsite experiential activation and asset fulfillment for up to eighteen (18) events annually, to be comprised of no more than forty-five (45) aggregate event days (including setup, event activation and breakdown).
  - i. Provide clients with activation plans
  - ii. Manage set-up and teardown of activation area(s)
  - iii. Facilitate the execution of the activation plan which may include some or all of the following elements, depending on activation needs
    - 1. Source and train temporary staff
    - 2. Distribute premiums and collateral
    - 3. Setup and teardown event signage
    - 4. Distribute gift cards or other internal sales promotions
    - 5. Coordinate with property and event stakeholders
    - 6. Coordinate ticket distribution and hospitality based on Company 10's direction
  - d. Provide post-event and/or program recaps within forty-five (45) days of the respective activation period
  - e. Deliver ongoing tracking of event metrics and KPIs
  - f. Build, manage, and maintain Multicultural Partnerships program budgets
  - g. Reconcile program budgets
- vii. Regional & Workshops
  - a. Manage and execute experiential strategy and activation programs that are affiliated with Company 10's Regional Events, which includes Store Grand Opening Events and Store Customer Appreciation Events (e.g. Store Anniversaries, Competitive Grand Openings, Department Re-Grand Openings, etc.).
    - i. Provide day-to-day management of store event activations
    - ii. After being provided with a detailed brief by Company 10, develop a comprehensive experiential strategy and onsite activation plan for events based on client brief and identified priorities
    - iii. Lead partner/client/agency calls and status meetings
    - iv. Participate in store operations and marketing status calls and meetings
  - b. Coordinate pre-event management and experiential program planning for Octagon managed events
    - i. Create event activation schedule and asset deliverable list for client, Company 10 field staff and other internal partners
    - ii. Manage third party vendors and facilitate payments and invoice processing for program related expenses
    - iii. Manage production of event signage and flyers
    - iv. Source premiums for consumer and associate program elements
    - v. Secure food and beverage options for the meals that the client is providing for the events
  - c. Lead onsite experiential activation and asset fulfillment for up to twenty-five (25) events annually, to be comprised of no more than seventy-five (75) aggregate event days (including setup, event activation and breakdown days).
    - i. Provide clients with activation plans
    - ii. Manage set-up and teardown of Company 10 activation area(s)
    - iii. Facilitate the execution of the activation plan which may include some or all of the following depending on activation needs

- 1. Source and train temporary staff
    - 2. Train and manage field associate volunteers
    - 3. Distribute premiums and collateral
    - 4. Coordinate audio needs for “Board Cutting” ceremonies
    - 5. Setup and teardown event signage
    - 6. Distribute gift cards or other internal sales promotions
    - 7. Coordinate with property and event stakeholders
  - d. Provide post-event and/or program recaps within forty-five (45) days of the respective activation completion
  - e. Deliver ongoing tracking of event metrics and KPIs
  - f. Build, manage, and maintain Regional and Workshop program budgets
  - g. Reconcile program budgets
- viii. Creative Support
- a. With a sports and sports fan lens, conduct qualitative research for sports sponsorship programs as needed, to enhance briefing of the creative concept team
  - b. Provide the following copywriting, in-house creative services working with Sports Marketing to ensure recommendations, creative campaigns and designs have the most engaging and compelling content while adhering to Company 10’s brand guidelines:
    - i. Concepting and development of creative for contractual assets across The Company 10’s sponsorships including College GameDay, Mexican National Team, Major League Soccer, Atlanta Braves, The Battery, Atlanta United, Atlanta Falcons, The Company 10 Backyard, Mercedes-Benz Stadium, Chick-fil-A Kickoff & Peach Bowl, College Football Hall of Fame, Georgia Aquarium, Peachtree Road Race, NCAA, Atlanta Drive, US Soccer National Training Center, USWNT, USMNT
  - ii. Creative rounds of revision are defined as:
    - 1. For Larger Activations and/or Content (example: College GameDay Activation, Final Four Activation, Soccer Activation(s), OAM Vendor Programs, College GameDay Talent Social Content, College GameDay Bus Wrap, and similar projects within reason):
      - a. Round 1: Several more high-level concepts for the client to choose from
      - b. Round 2: More developed concepts around the selections from Round 1
      - c. Round 3: The chosen concept with either design or a script (e.g., the detail that brings the concept to life)
      - d. Round 4: Final round if needed to land on what is to be produced
      - e. For the avoidance of doubt:
        - i. Any 3D renders are not included; if they are needed to bring the concept to life for any reason, 3D renders will be scoped additionally and will require incremental costs and additional staffing support and fees
        - ii. College GameDay includes the College GameDay bus wrap design concepts and development of art files to deliver to the printer but expressly excludes print production
    - 2. For Tactical Activations (example: Print Ads, Digital/Mobile Ads, In-Stadium Signage, LED Signage, Activation Signage, T-Shirt Designs, Gift Card Sleeves, or similar creative elements within reason):

- a. Round 1: Words and pictures
  - b. Round 2. Revisions based on feedback from Round 1
  - c. Round 3: the final version that goes to print (no further edits)
  - d. For the avoidance of doubt:
    - i. Includes the delivery of art files or print ready art files but expressly excludes print production
- c. Content production:
  - i. Edit time for two (2) recap sizzle reels for the NCAA partnership of two minutes or less
  - ii. Edit time for one (1) recap sizzle reel for College GameDay of two minutes or less
  - iii. All content for sizzle reels will come from existing footage provided by Company 10
- d. For the avoidance of doubt, this Creative Support does not include content capture, purchasing photography / graphics, production days, printing or production of elements, or any expenses associated with production of assets. These will require incremental costs and additional staffing support and fees.
- ix. Strategy Support
  - a. Sponsorship Valuations & Renewals
    - i. Develop property and sponsorship valuations as requested
    - ii. Support the overall Sports Marketing account team on the renewal sponsorships and properties, while joining negotiation meetings as needed
    - iii. Create asset valuations for vendor sponsorship monetization programs that Company 10 can utilize for its Orange Apron Media program
  - b. Monetization
    - i. Provide Octagon senior level staffing support to join key Company 10 meetings to provide high-level programming guidance and feedback for monetization related to Orange Apron Media programming
      - 1. If specific support and further day-to-day management, execution, and outputs are required, Company 10 and Octagon will need to discuss applicable incremental staffing support and fees
  - c. Strategy Road Map 2.0
    - i. Provide strategy work including discovery, analysis and recommendation for Company 10's portfolio post FIFA World Cup '26
  - d. Multicultural
    - i. Review and evaluate at least five (5) and no more than ten (10) of Company 10's existing or proposed sponsorship proposals and partnerships for fair market valuations, providing a line-by-line valuation and assessment
    - ii. Create one (1) executive report per partnership (5 – 10 in total) that includes tangible, intangible, and applicable strategic consideration values of specific partnerships showing a line-item fee breakdown of each asset.
    - iii. Provide ongoing support of the Multicultural Sponsorship Rubric tool for analyzing sponsorship opportunities, adjusting and providing updates to the framework as reasonably needed for 5 – 10 partnerships proposals reviewed
  - e. Digital Strategy Support
    - i. Paid Social Media Recommendation
      - 1. Develop paid social media strategy for Company 10 paid channels to promote College GameDay-related content; Company 10 social media team to execute actual posts
    - ii. Strategy to include:
      - 1. Budget distribution
      - 2. Targeting strategy

- 3. Flighting plan
  - iii. Work with Company 10 social media team to provide Octagon with weekly reporting
  - iv. ESPN Talent Promotion: Develop organic social media strategy for Company 10 - contracted ESPN talent.
    - 1. Develop asset usage recommendations for the following (3) talent (“ESPN Talent,” individually or collectively)
      - a. Desmond Howard - (15) posts
      - b. Kirk Herbstreit – (10) posts
      - c. Rece Davis – (15) posts
    - 2. Content distribution recommendation for Company 10 Specialty Content
      - a. Develop an organic social media flighting plan for 16x weeks; inclusive of paid media flighting
      - b. Create trafficking document with social media copy and creative asset outline; Company 10 to provide 1x round of feedback per week, when posting occurs
      - c. Creative review needs to be complete five (5) business days prior to each scheduled post date
    - 3. Provide trafficking document to respective ESPN Talent teams
    - 4. Ensure ESPN Talent is aware of trafficking timelines and knows when to post. Provide proper tagging and posting instructions, as approved by Company 10, for ESPN Talent
    - 5. Following approval from COMPANY 10, Octagon will:
      - a. Post to the ESPN Talent accounts who have provided Octagon access
        - i. Rece Davis (X & Instagram)
      - b. Provide social media copy, assets and timing to ESPN Talent for them to post
        - i. Kirk Herbstreit (X & Instagram)
        - ii. Desmond Howard (X & Instagram)
    - 6. Provide mid-program digital performance report, summarizing engagement metrics and other program-specific results from ESPN Talent channels
    - 7. Provide end-of-program report summarizing spend, engagement metrics and other program-specific results.
    - 8. Posting will only be done organically and will not include paid amplification
- x. Additional Support & Event Requests
  - a. All support and event requests not otherwise listed in this SOW will require discussion on a case-by-case basis to determine whether Octagon has both the ability and capacity to support and/or if additional staffing resources will be needed at an incremental cost to Company 10, in which case the parties shall enter an amendment hereto to capture such additional services, details and/or fees as applicable

### **3. FEES:**

#### Fee Amounts

The total aggregate fees payable for each contract year shall be invoiced and payable in twelve (12) equal monthly installments over the course of such year. Octagon’s yearly agency fees for the services provided in the SOW will be earned evenly over each year’s term as follows:

- i. Year One (February 1, 2025 to January 31, 2026) will be a total of \$ (\$ net of the SOW Discount in section 10 of \$).
- ii. Year Two (February 1, 2026 to January 31, 2027) will be a total of \$ (\$ net of the SOW Discount in section 10 of \$)
- iii. Year Three (February 1, 2027 to January 31, 2028) will be a total of \$ (\$ net of the SOW Discount in section 10 of \$)

Fee Billing Schedule & Funding

Octagon will bill Company 10 for its fees monthly based on the below payment schedule

- i. Year One
  - a. \$ each month through January 2026
- ii. Year Two
  - a. \$ each month through December and \$ January 2027
- iii. Year Three
  - a. \$ each month through December and \$ January 2028

4. **PERFORMANCE INCENTIVE:** Octagon agrees that its performance shall be evaluated based on the mutually agreed upon criteria as set forth in Section 11 to this SOW (the “Scorecard”). No later than ten (10) business days after the conclusion of each fiscal quarter Company 10 and Octagon shall meet to discuss in good faith Octagon’s performance under the Scorecard, under which the fees that Octagon has been paid in accordance with this SOW may be increased by three percent (3%) as bonus compensation (“Bonus”). For the avoidance of doubt, the Bonus shall be calculated based on the initial SOW value and all accompanying amendments to the initial SOW.
5. **PROGRAM EXPENSES:** In addition to undisputed Fees payable for the Services, Company 10 will provide Agency with operating capital in mutually agreed upon amounts (“**Advances**”) to be applied towards Company 10 costs incurred by Agency in performing the Services. The parties acknowledge and agree that approved expenses in connection with any sponsorships, events, programs and/or activations (each an “Event”) under this SOW shall be paid out to the Agency on mutually agreed dates. During the Term, if additional Advances are required to cover any Event’s approved costs, Company 10 shall provide additional, approved Advances to cover such expenses within ten (10) business days of written request. Upon conclusion of an Event, Agency shall reconcile the actual expenses paid against all Advances and provide Company 10 with a report of the same. A final reconciliation of all expenses paid against all Advances received will be provided upon conclusion of the Term. Excess Advances will be refunded to Company 10 within 90 days of the conclusion of the Term. Likewise, if the final reconciliation reveals additional funds are owed to Octagon, Company 10 will pay such funds within 45 days of receipt of the final, undisputed invoice. All Expenses are subject to Company 10’s prior written consent.
6. **COVID.** Notwithstanding any contrary contractual provisions that might otherwise apply in the Agreement or any SOW, Company 10 agrees that given the extraordinary effect of Coronavirus on any Event: (1) if Company 10 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 of this SOW, and Octagon shall use commercially reasonable efforts to mitigate any costs associated with such Cancellation, but Company 10 shall remain liable for any approved fees, costs or expenses due to Octagon and third party providers for goods and services provided through the effective date of Cancellation and for any costs which have been committed to by Octagon or third party providers on a non-cancellable or non-refundable basis; and (2) any insurance coverage obtained by Octagon is very unlikely to cover any costs or liabilities that relate to Coronavirus (including Cancellation because of

Coronavirus; or liability for claims of illness of any participants contracted during the production because of Coronavirus). Notwithstanding the foregoing, Octagon shall use commercially reasonable efforts to require Event vendors it engages to take steps to mitigate risks relating to Coronavirus. That said, the parties acknowledge and agree that Octagon shall not be responsible for Coronavirus related risks, costs, claims and liabilities arising out of the Event, provided any such risks, costs, claims, or liabilities do not arise from Octagon's gross negligence, willful misconduct, acts or omissions.

**7. INVOICES:** Fees and expenses shall be paid in accordance with Section 2 of the Agreement.

## 8. EMPLOYEES:

### Year One (February 1, 2025 to January 31, 2026) Staffing Plan

Team	Person	Title	Level	Specialty	Percentage	Hours	Rate	Total
Leadership	Matt Chelap	Senior Vice President	8	Client Service	80.0%	1440		
	Kali Lack	Vice President	7	Client Service	100.0%	1800		
	Kyle Johnson	Vice President	7	Experiences	80.0%	1440		
	TBD	Vice President	7	Experiences	75.0%	1350		
College Sports	Kacie Hudson	Group Director	6	Client Service	100.0%	1800		
	Alyssa Swanson	Account Director	5	Client Service	100.0%	1800		
	Kathryn Villeneue	Senior Account Manager	4	Client Service	75.0%	1350		
	Noah Berman	Senior Account Executive	1	Client Service	25.0%	450		
	Kelsey Barnard	Account Director	5	Client Service	75.0%	1350		
	Kathryn Villeneue	Senior Account Manager	4	Client Service	25.0%	450		
	Noah Berman	Senior Account Executive	2	Client Service	75.0%	1350		
	TBD	Experiential Director	5	Experiences	100.0%	1800		
	TBD	Experiential Manager	3	Experiences	100.0%	1800		
	Ben Massaro	Senior Experiential Executive	2	Experiences	100.0%	1800		
	TBD	Tour Manager	3	Experiences	100.0%	750		
	TBD	Limited Term	0	Experiences	100.0%	750		
	TBD	Limited Term	0	Experiences	100.0%	750		
	TBD	Senior Experiential Executive	2	Experiences	4.0%	72		
	TBD	Senior Experiential Executive	2	Experiences	4.0%	72		
	TBD	Senior Experiential Executive	2	Experiences	4.0%	72		
Divisional	Ollie Dean	Group Director	6	Client Service	60.0%	1080		
	Chris Baird	Account Director	5	Client Service	100.0%	1800		
	Hailey Hernandez	Account Manager	3	Client Service	100.0%	1800		
	Ben Bernstein	Account Executive	1	Client Service	100.0%	1800		
	TBD	Account Manager	3	Client Service	100.0%	1800		
	Lucie Raley	Account Executive	1	Client Service	100.0%	1800		
	TBD	Account Director	5	Client Service	100.0%	1800		
	Maddie Billman	Senior Account Manager	4	Client Service	100.0%	1800		
	Lauren Casole	Senior Account Executive	2	Client Service	100.0%	1800		
	TBD	Experiential Director	5	Experiences	100%	1800		
Multicultural, Regional, Workshops	TBD	Experiential Manager	3	Experiences	100%	1800		
	Taylor Bush	Experiential Director	5	Experiences	75.0%	1350		
	Sandra Bryant	Event Executive	1	Experiences	100.0%	1800		
	TBD	Senior Event Executive	2	Experiences	100.0%	1800		
	Lindsey Perrien	Senior Experiential Manager	4	Experiences	100.0%	1800		
	Justin Josey	Event Executive	1	Experiences	100.0%	1800		
	TBD	Senior Event Executive	2	Experiences	33.3%	150		
	TBD	Event Executive	1	Experiences	33.3%	150		
Hospitality	Catherine Jones	Vice President	7	Hospitality	10%	180		
	Katelin Miller	Senior Director	6	Hospitality	100%	1800		
	TBD	Senior Manager	4	Hospitality	100%	1800		
	Nicole Pierce	Manager	3	Hospitality	100%	1800		
	Stefanie Wong	Manager	3	Hospitality	100%	1800		
	Chloe Cruz	Senior Coordinator	2	Hospitality	100%	1800		
	TBD	Director	4	Experiences	43%	774		
	TBD	Director	4	Experiences	26%	468		
	TBD	Manager	3	Experiences	29%	522		
	TBD	Manager	3	Experiences	29%	522		
	TBD	Senior Coordinator	2	Experiences	17%	306		
	TBD	Senior Coordinator	2	Experiences	17%	306		
	TBD	Senior Coordinator	2	Experiences	4%	72		
	TBD	Senior Coordinator	2	Experiences	4%	72		
	TBD	Senior Coordinator	2	Experiences	13%	225		
	TBD	Senior Coordinator	2	Experiences	13%	225		
Strategy	Kevin Wittner	Senior Vice President	8	Strategy	5.0%	90		
	Adam Daroff	Group Director	6	Strategy	15.0%	270		
	Brett Centracchio	Senior Analyst	3	Strategy	10.0%	180		
	TBD	Senior Analyst	3	Strategy	15.0%	270		
	Adam Daroff	Group Director	6	Strategy	5.0%	90		
	Brett Centracchio	Senior Analyst	3	Strategy	5.0%	90		
	TBD	Senior Analyst	3	Strategy	10.0%	180		
	Colleen Cummings	Senior Vice President	8	Digital Strategy	4.0%	72		
	TBD	Group Director	6	Digital Strategy	11.0%	198		
	TBD	Associate Director / SAM	4	Digital Strategy	19.0%	342		
	TBD	Strategist	2	Digital Strategy	26.0%	468		

<b>Creative</b>	Matt Malichio	Executive Creative Director	9	Creative	2.5%	45	
	Morgan Howell	Senior Vice President	8	Creative	5.0%	90	
	Katherine Kilmmer	Creative Planner	7	Creative	7.0%	126	
	Will Stephenson	Creative Planner	6	Creative	1.1%	20	
	Ava Navarro	Junior Planner	4	Creative	10.0%	180	
	Matt Malichio	Executive Vice President, Creative	9	Creative	10.0%	180	
	Josh Patterson	Vice President, Creative Director	7	Creative	23.3%	420	
	Jason Sifre	Art Director	6	Creative	23.3%	420	
	Creative Team****	Art Director / Copy Writer Time	5	Creative	15.0%	270	
	Austin Cheeley	Copy Writer	3	Creative	14.2%	255	
	Zach Zamchick	Creative Designer, Experiential	5	Creative	19.2%	345	
	Anne Sullivan	Project Management	8	Creative	5.8%	105	
	Anthony Pensiero	Design Director	7	Creative	26.3%	474	
	Jessica Strohl	Designer	5	Creative	32.2%	580	
	Thai Ngo	Designer	3	Creative	38.1%	686	
	Jordan Suskind	Designer	2	Creative	18.9%	340	
	Bryan Goldsmith	Project Manager	4	Creative	16.3%	294	
	Sean LaGamma	Executive Producer	7	Creative	0.8%	15	
	Will Butler	Senior Editor	5	Creative	3.0%	54	
	Camille Argenttar	Junior Editor	3	Creative	5.0%	90	
	Carly Rowell	Project Management	5	Creative	1.0%	18	

## Year Two (February 1, 2026 to January 31, 2027) Staffing Plan

Team	Person	Title	Level	Specialty	THD Team	Percentage	Hours	Rate	Total
<b>Leadership</b>	Matt Chelap	Senior Vice President	8	Client Service	Leadership	80.0%	1440		
	Kali Lack	Vice President	7	Client Service	Leadership	100.0%	1800		
	Kyle Johnson	Vice President	7	Experiences	Leadership	80.0%	1440		
	TBD (*New Resource*)	Vice President	7	Experiences	Leadership	75.0%	1350		
<b>College Sports</b>	Kacie Hudson	Group Director	6	Client Service	College Sports	100.0%	1800		
	Alyssa Swanson	Account Director	5	Client Service	College GameDay	100.0%	1800		
	Kathryn Villeneue	Senior Account Manager	4	Client Service	College GameDay	75.0%	1350		
	Noah Berman	Senior Account Executive	1	Client Service	College GameDay	25.0%	450		
	Kelsey Barnard	Account Director	5	Client Service	NCAA	75.0%	1350		
	Kathryn Villeneue	Senior Account Manager	4	Client Service	NCAA	25.0%	450		
	Noah Berman	Senior Account Executive	2	Client Service	NCAA	75.0%	1350		
	TBD (*New Resource*)	Experiential Director	5	Experiences	College GameDay & NCAA	100.0%	1800		
	TBD (*New Resource*)	Experiential Manager	3	Experiences	College GameDay & NCAA	100.0%	1800		
	Ben Massaro	Senior Experiential Executive	2	Experiences	College GameDay & NCAA	100.0%	1800		
	TBD (*New Resource*)	Tour Manager	3	Experiences	College GameDay	100.0%	750		
	TBD	Limited Term	0	Experiences	College GameDay	100.0%	750		
<b>Divisional</b>	TBD	Limited Term	0	Experiences	College GameDay	100.0%	750		
	TBD	Senior Experiential Executive	2	Experiences	Onsite Support for MFF	4.0%	72		
	TBD	Senior Experiential Executive	2	Experiences	Onsite Support for WFF	4.0%	72		
	TBD	Senior Experiential Executive	2	Experiences	Onsite Support for WFF	4.0%	72		
	Ollie Dean	Group Director	6	Client Service	Divisional	60.0%	1080		
	Chris Baird	Account Director	5	Client Service	Divisional	100.0%	1800		
	Hailey Hernandez	Account Manager	3	Client Service	AMBSE, THDBY, PTRR, PB/KO	100.0%	1800		
	Ben Bernstein	Account Executive	1	Client Service	AMBSE, THDBY, PTRR, PB/KO	100.0%	1800		
	TBD	Account Manager	3	Client Service	Braves Atlanta Drive, CFHOF, GA Aq.	100.0%	1800		
<b>Multicultural, Regional, Workshops</b>	Lucie Raley	Account Executive	1	Client Service	Braves Atlanta Drive, CFHOF, GA Aq.	100.0%	1800		
	TBD (*New Resource*)	Account Director	5	Client Service	Soccer	100.0%	1800		
	Maddie Biltman	Senior Account Manager	4	Client Service	Soccer	100.0%	1800		
	Lauren Casole	Senior Account Executive	2	Client Service	Soccer	100.0%	1800		
	TBD (*New Resource*)	Experiential Director	5	Experiences	Soccer	100%	1800		
	TBD (*New Resource*)	Experiential Manager	3	Experiences	Soccer	100%	1800		

Hospitality	Catherine Jones	Vice President	7	Hospitality	Core THD Hospitality	10.0%	180
	Katelin Miller	Senior Director	6	Hospitality	Core THD Hospitality	100.0%	1800
	Nicole Pierce	Senior Manager	4	Hospitality	Core THD Hospitality	100.0%	1800
	TBD (*New Resource*)	Manager	3	Hospitality	Core THD Hospitality	100.0%	1800
	Stefanie Wong	Manager	3	Hospitality	Core THD Hospitality	100.0%	1800
	Chloe Cruz	Senior Coordinator	2	Hospitality	Core THD Hospitality	100.0%	1800
	TBD	Director	4	Experiences	Backfill Men's Final Four	44%	792
	TBD	Senior Coordinator	2	Experiences	Backfill Men's Final Four	44%	792
	TBD	Senior Coordinator	2	Experiences	Backfill Women's Final Four	44%	792
	TBD	Senior Coordinator	2	Experiences	Onsite Support Men's Final Four	4%	75
	TBD	Senior Coordinator	2	Experiences	Onsite Support Women's Final Four	4%	75
	TBD	Senior Coordinator	2	Experiences	Onsite Support Masters & Ryder Cup	6%	112.5
	TBD	Senior Coordinator	2	Experiences	Onsite Support Masters & Ryder Cup	6%	112.5

Strategy	Kevin Wittner	Senior Vice President	8	Strategy	Strategy	5.0%	90
	Adam Daroff	Group Director	6	Strategy	Strategy	10.0%	180
	Brett Centracchio	Senior Analyst	3	Strategy	Strategy	5.0%	90
	TBD	Senior Analyst	3	Strategy	Strategy	8.0%	144
	Adam Daroff	Group Director	6	Strategy	Strategy MC	5.0%	90
	Brett Centracchio	Senior Analyst	3	Strategy	Strategy MC	5.0%	90
	TBD (*Backfill*)	Senior Analyst	3	Strategy	Strategy MC	10.0%	180
	Colleen Cummings	Senior Vice President	8	Digital Strategy	Digital Strategy	4.0%	72
	TBD	Group Director	6	Digital Strategy	Digital Strategy	11.0%	198
	TBD	Associate Director / SAM	4	Digital Strategy	Digital Strategy	19.0%	342
	TBD	Strategist	2	Digital Strategy	Digital Strategy	26.0%	468

Creative	Matt Malichio	Executive Creative Director	9	Creative	Creative Planning	2.5%	45
	Morgan Howell	Senior Vice President	8	Creative	Creative Planning	5.0%	90
	Katherine Kilmer	Creative Planner	7	Creative	Creative Planning	7.0%	126
	Will Stephenson	Creative Planner	6	Creative	Creative Planning	1.1%	20
	Ava Navarro	Junior Planner	4	Creative	Creative Planning	10.0%	180
	Matt Malichio	Executive Vice President, Creative	9	Creative	Concepting	10.0%	180
	Josh Patterson	Vice President, Creative Director	7	Creative	Concepting	23.3%	420
	Jason Sirfe	Art Director	6	Creative	Concepting	23.3%	420
	Creative Team****	Art Director / Copy Writer Time	5	Creative	Concepting	15.0%	270
	Austin Cheeley	Copy Writer	3	Creative	Concepting	14.2%	255
	Zach Zamchick	Creative Designer, Experiential	5	Creative	Concepting	19.2%	345
	Anne Sullivan	Project Management	8	Creative	Concepting	5.8%	105
	Anthony Pensiero	Design Director	7	Creative	Design	26.3%	474
	Jessica Strohl	Designer	5	Creative	Design	32.2%	580
	Thai Ngo	Designer	3	Creative	Design	38.1%	686
	Jordan Suskind	Designer	2	Creative	Design	18.9%	340
	Bryan Goldsmith	Project Manager	4	Creative	Design	16.3%	294
	Sean LaGamma	Executive Producer	7	Creative	Content Production	0.8%	15
	Will Butler	Senior Editor	5	Creative	Content Production	3.0%	54
	Camille Argentar	Junior Editor	3	Creative	Content Production	5.0%	90
	Carly Rowell	Project Management	5	Creative	Content Production	1.0%	18

### Year Three (February 1, 2027 to January 31, 2028) Staffing Plan

Team	Person	Title	Level	Specialty	THD Team	Percentage	Hours	Rate	Total
Leadership	Matt Chelap	Senior Vice President	8	Client Service	Leadership	80.0%	1440		
	Kali Lack	Vice President	7	Client Service	Leadership	100.0%	1800		
	Kyle Johnson	Vice President	7	Experiences	Leadership	80.0%	1440		
	TBD (*New Resource*)	Vice President	7	Experiences	Leadership	75.0%	1350		
College Sports	Kacie Hudson	Group Director	6	Client Service	College Sports	100.0%	1800		
	Alyssa Swanson	Account Director	5	Client Service	College GameDay	100.0%	1800		
	Kathryn Villeneue	Senior Account Manager	4	Client Service	College GameDay	75.0%	1350		
	Noah Berman	Senior Account Executive	1	Client Service	College GameDay	25.0%	450		
	Kelsey Barnard	Account Director	5	Client Service	NCAA	75.0%	1350		
	Kathryn Villeneue	Senior Account Manager	4	Client Service	NCAA	25.0%	450		
	Noah Berman	Senior Account Executive	2	Client Service	NCAA	75.0%	1350		
	TBD (*New Resource*)	Experiential Director	5	Experiences	College GameDay & NCAA	100.0%	1800		
	TBD (*New Resource*)	Experiential Manager	3	Experiences	College GameDay & NCAA	100.0%	1800		
	Ben Massaro	Senior Experiential Executive	2	Experiences	College GameDay & NCAA	100.0%	1800		
	TBD (*New Resource*)	Tour Manager	3	Experiences	College GameDay	100.0%	750		
	TBD	Limited Term	0	Experiences	College GameDay	100.0%	750		
	TBD	Limited Term	0	Experiences	College GameDay	100.0%	750		
	TBD	Senior Experiential Executive	2	Experiences	Onsite Support for MFF	4.0%	72		
	TBD	Senior Experiential Executive	2	Experiences	Onsite Support for WFF	4.0%	72		
	TBD	Senior Experiential Executive	2	Experiences	Onsite Support for WFF	4.0%	72		

<b>Divisional</b>	Ollie Dean	Group Director	6	Client Service	Divisional	60.0%	1080
	Chris Baird	Account Director	5	Client Service	Divisional	100.0%	1800
	Hailey Hernandez	Account Manager	3	Client Service	AMBSE, THDBY, PTRR, PB/KO	100.0%	1800
	Ben Bernstein	Account Executive	1	Client Service	AMBSE, THDBY, PTRR, PB/KO	100.0%	1800
	TBD	Account Manager	3	Client Service	Braves Atlanta Drive, CFHOF, GA Aq.	100.0%	1800
	Lucie Raley	Account Executive	1	Client Service	Braves Atlanta Drive, CFHOF, GA Aq.	100.0%	1800
	TBD (*New Resource*)	Account Director	5	Client Service	Soccer	100.0%	1800
	Maddie Billman	Senior Account Manager	4	Client Service	Soccer	100.0%	1800
	Lauren Casole	Senior Account Executive	2	Client Service	Soccer	100.0%	1800
	TBD (*New Resource*)	Experiential Director	5	Experiences	Soccer	100%	1800
	TBD (*New Resource*)	Experiential Manager	3	Experiences	Soccer	100%	1800

<b>Multicultural, Regional, Workshops</b>	TBD (*New Resource*)	Experiential Director	5	Experiences	Multicultural	75.0%	1350
	Taylor Bush	Experiential Manager	3	Experiences	Multicultural	100.0%	1800
	Sandra Bryant	Event Executive	1	Experiences	Multicultural	100.0%	1800
	TBD (*New Resource*)	Senior Event Executive	2	Experiences	Multicultural	100.0%	1800
	Lindsey Perrien	Senior Experiential Manager	4	Experiences	Regional & Workshops	100.0%	1800
	Justin Josey	Event Executive	1	Experiences	Regional & Workshops	100.0%	1800
	TBD (*New Resource*)	Senior Event Executive	2	Experiences	Regional & Workshops	100.0%	1800
	TBD (*New Resource*)	Event Executive	1	Experiences	Regional & Workshops	100.0%	1800

<b>Hospitality</b>	Catherine Jones	Vice President	7	Hospitality	Core THD Hospitality	10.0%	180
	Katelin Miller	Senior Director	6	Hospitality	Core THD Hospitality	100.0%	1800
	Nicole Pierce	Senior Manager	4	Hospitality	Core THD Hospitality	100.0%	1800
	TBD (*New Resource*)	Manager	3	Hospitality	Core THD Hospitality	100.0%	1800
	Stefanie Wong	Manager	3	Hospitality	Core THD Hospitality	100.0%	1800
	Chloe Cruz	Senior Coordinator	2	Hospitality	Core THD Hospitality	100.0%	1800
	TBD	Director	4	Experiences	Backfill Men's Final Four	44%	792
	TBD	Senior Coordinator	2	Experiences	Backfill Men's Final Four	44%	792
	TBD	Senior Coordinator	2	Experiences	Backfill Women's Final Four	44%	792
	TBD	Senior Coordinator	2	Experiences	Onsite Support Men's Final Four	4%	75
	TBD	Senior Coordinator	2	Experiences	Onsite Support Women's Final Four	4%	75
	TBD	Senior Coordinator	2	Experiences	Onsite Support Masters & Ryder Cup	6%	113
	TBD	Senior Coordinator	2	Experiences	Onsite Support Masters & Ryder Cup	6%	113

<b>Strategy</b>	Kevin Wittner	Senior Vice President	8	Strategy	Strategy	5.0%	90
	Adam Daroff	Group Director	6	Strategy	Strategy	10.0%	180
	Brett Centracchio	Senior Analyst	3	Strategy	Strategy	5.0%	90
	TBD	Senior Analyst	3	Strategy	Strategy	8.0%	144
	Adam Daroff	Group Director	6	Strategy	Strategy MC	5.0%	90
	Brett Centracchio	Senior Analyst	3	Strategy	Strategy MC	5.0%	90
	TBD (*Backfill*)	Senior Analyst	3	Strategy	Strategy MC	10.0%	180
	Colleen Cummings	Senior Vice President	8	Digital Strategy	Digital Strategy	4.0%	72
	TBD	Group Director	6	Digital Strategy	Digital Strategy	11.0%	198
	TBD	Associate Director / SAM	4	Digital Strategy	Digital Strategy	19.0%	342
	TBD	Strategist	2	Digital Strategy	Digital Strategy	26.0%	468

<b>Creative</b>	Matt Malichio	Executive Creative Director	9	Creative	Creative Planning	2.5%	45
	Morgan Howell	Senior Vice President	8	Creative	Creative Planning	5.0%	90
	Katherine Kilmer	Creative Planner	7	Creative	Creative Planning	7.0%	126
	Will Stephenson	Creative Planner	6	Creative	Creative Planning	1.1%	20
	Ava Navarro	Junior Planner	4	Creative	Creative Planning	10.0%	180
	Matt Malichio	Executive Vice President, Creative	9	Creative	Concepting	10.0%	180
	Josh Patterson	Vice President, Creative Director	7	Creative	Concepting	23.3%	420
	Jason Sifre	Art Director	6	Creative	Concepting	23.3%	420
	Creative Team****	Art Director / Copy Writer Time	5	Creative	Concepting	15.0%	270
	Austin Cheeley	Copy Writer	3	Creative	Concepting	14.2%	255
	Zach Zamchick	Creative Designer, Experiential	5	Creative	Concepting	19.2%	345
	Anne Sullivan	Project Management	8	Creative	Concepting	5.8%	105
	Anthony Pensiero	Design Director	7	Creative	Design	26.3%	474
	Jessica Strohl	Designer	5	Creative	Design	32.2%	580
	Thai Ngo	Designer	3	Creative	Design	38.1%	686
	Jordan Suskind	Designer	2	Creative	Design	18.9%	340
	Bryan Goldsmith	Project Manager	4	Creative	Design	16.3%	294
	Sean LaGamma	Executive Producer	7	Creative	Content Production	0.8%	15
	Will Butler	Senior Editor	5	Creative	Content Production	3.0%	54
	Camille Argentari	Junior Editor	3	Creative	Content Production	5.0%	90
	Carly Rowell	Project Management	5	Creative	Content Production	1.0%	18

**9. HOURS REPORTING & RECONCILIATION:** Octagon will provide day-to-day Company 10 clients a report detailing project hours for each completed month that includes: (a) total hours dedicated to servicing the business during that month and (b) total hours spent by each employee servicing the business during

that month.

Every six (6) months during the SOW Term, Octagon and Company 10 will review for informational purposes the staff hours associated with the fixed non-reconcilable fee against the set performance of Services. The semi-annual report will include a recap of all work Octagon has done to date for Company 10, how staffing resources have been utilized and any key learnings that need to be addressed.

10. **CHANGE CONTROL AND PROCESS:** Company 10 may add or remove Services to this SOW at any time by providing written notice. This “Change Control Process” governs all changes to the Services including the scope, schedule, milestones, fees and deliverables. Either Party may complete a “Change Request” (attached hereto as Exhibit 1) to communicate any desired change to the Services. The Change Request will describe the change, the reason for the change, and the effect the change is expected to have on the Services. The Parties agree that the Fees payable to Octagon shall be equitably adjusted to reflect the change in the level of effort whether up or down, staffing, and deliverables. Such adjustment shall be calculated based on the proportionate reduction in services and documented in the applicable Change Request. Neither party will be obligated to implement any changes until the parties agree in writing to such Change Request.
11. **TIERED SOW DISCOUNT:** Agency will provide a discount on all Agency Fees (hours x rates) to Company 10 for total Agency fees contracted and approved by Client under all Statements of Work (“Eligible SOW”) with an effective date of February 1, 2025, and forward in excess of (\$). The discount will be calculated on a fiscal year basis, commencing February 1st of each year and concluding January 31st of the subsequent calendar year. Total net Agency fees approved by Company 10 will be assessed at the time of each Eligible SOW according to the discount table below, a discount will be applied to each scope of work over the course of each fiscal year:

Tiers	FY Cumulative Agency Fees	% Fee Discount
1		0%
2		5%
3		10%
4		15%
5		17.5%

For the avoidance of doubt, (i) on February 1st of each year, the discount earnable for that year will revert to zero until Agency’s approved agency fees for each fiscal year equal or exceed \$; (ii) out of pocket expenses shall not be included in determining the level of rebate and shall not be eligible for the rebate described above; and (iii) production billings shall not be included in the calculation of fees eligible for the tiered SOW discount.

Fully executed Eligible SOW's through the date of this agreement eligible for discount are shown below.

Table of Cumulative Discounts			
2025 Fiscal Year SOW	SOW Value	Fee Eligible for Discount	Discount
2025 SOW Sports Marketing Retainer			
2026 Fiscal Year SOW	SOW Value	Fee Eligible for Discount	Discount
2025 SOW Sports Marketing Retainer			
2027 Fiscal Year SOW	SOW Value	Fee Eligible for Discount	Discount
2025 SOW Sports Marketing Retainer			

**12. BONUS COMPENSATION:** Agency has the opportunity to earn bonus compensation up to a maximum of three percent (3%) of Agency's gross annual fee (prior to any earned SOW Discounts being applied) for each Company 10 fiscal year (February to January) during the SOW Term. The bonus potential Agency can earn for the Services in this SOW are Year 1: \$; Year 2: \$; Year 3: \$. Any bonus payable to Agency hereunder will be determined and invoiced in the month of February following the SOW term. Company 10 and agency will work together and mutually agree on the correct distribution list each year.

#### Bonus Criteria

For the first Company 10 fiscal year during the SOW Term, the bonus criteria to measure the Agency's performance will cover two areas:

1. Company 10 annual sales performance versus Company 10 business plans (20% of bonus)
2. Agency performance on key performance attributes (80% of bonus)

The bonus criteria will be re-evaluated at the end of each Company 10 fiscal year during the SOW Term and Agency and Company 10 will agree in writing on the bonus criteria to apply to the subsequent year in an amendment to this SOW.

#### 1. Company 10 Annual Sales Performance versus Agency Performance (Comprises 20% of Bonus):

Company 10 Sales Goal vs. Business Plan for the Year	Agency Bonus Percentage of Criteria
100%	100%
99%	90%
98%	80%
97%	70%
96%	60%
95%	50%

#### 2. Key Performance Attributes (Comprises 80% of Bonus) Company 10 will rate Agency's

performance on a scale of 1-5 on four key performance areas. This will be measured annually, in January. Agency's rating will be based on the average score of all of the completed surveys. Each of the four areas has a bonus potential of 25% of the total bonus pool for this bonus criteria. Notwithstanding anything to the contrary in this SOW, Agency's rating hereunder will be determined in Company 10's sole discretion. The four performance areas are:

1. Relationship, Chemistry & Teamwork
2. Strategy & Planning
3. Competitive/Trends
4. Financial/Administrative Services

Agency Combined Average Score	Agency Bonus Percentage of Criteria
4.0 – 5.0	100%
3.0 – 3.9	75%

#### Criteria That Define Each Performance Area of the Key Attribute Performance

##### Relationship, Chemistry & Teamwork

- Is committed to open and honest communications
- Maintains a positive attitude even during times of adversity
- Had good chemistry with client and culture
- Is flexible enough to meet the changing needs of client
- Is viewed as a strategic partner and acts accordingly
- Is able to perform as a proficient team member with other internal and external groups that are essential to integrating a marketing communications program
- Manifests behaviors that promote client core values
- Effective even in stressful situations including competing priorities, tight deadlines and unexpected problems
- Responds positively to constructive criticism
- Champions change. Provides innovative thinking. Leads continuous improvement.
- Indispensable partner in achieving business results
- This relationship is fully leveraging the skills and expertise of both the agency and client

##### Strategy & Planning

- Applies strategic thinking and marketing principals to address business problems
- Has a solid understanding of the product and category
- Uncovers target consumer insights, industry trends, and competitive intelligence for setting the strategic direction for marketing communications
- Utilizes multiple research resources for better targeting
- Studies demographic data and consumer profiles to identify target audiences
- Develops clear objectives and strategies that align with the brand's marketing goals
- Prepares focused insightful and on-target strategies
- Recommendations reflect knowledge of COMPANY 10's markets, audiences, products and objectives
- Clearly explains the plan recommendation
- Provides proactive strategic thinking; does not wait to receive assignments
- Prioritizes and manages workload effectively, demonstrates attention to details, provides accurate and timely updates, exhibits initiative and follow-through

- Demonstrates clear written and oral communication. Uses compelling and logical arguments to communicate points-of-view
- Works through differing points-of-view in a professional, constructive manner
- Open minded to new ideas and approaches
- Provides key reports on a timely basis
- Identifies unique and innovative ways to use traditional and non-traditional approaches
- Serves as strong steward of client's financial resources, making recommendations that are fiscally responsible

Competitive/Trends

- Agency provides client with regular review and analysis of competition
- Agency exhibits a broad capability as opposed to specializing in one particular medium
- Agency keeps COMPANY 10 up to date on trends and developments in its field
- Thoroughly analyzes the marketplace in the planning process
- Has a strong knowledge of competitive activities
- Has a strong level of experience with new product/awareness models

Financial/Administrative Services

- Agency billing procedures reflect well-run internal accounting operation
- Agency billings usually come close to cost estimates
- Agency maintains appropriate and adequate files and documentation
- Questions and concerns are handled promptly
- Adheres to all client billing procedures
- Has strong degree of cost consciousness and demonstrates fiscal responsibility by proactively bringing forth ways to save money on process, etc.
- Obtains approval on recommendations prior to placing buys
- Provides timely and accurate paperwork (i.e., monthly billing spreadsheet, invoices)

**13. MISCELLANEOUS:** Company 10 and Octagon acknowledge and agree that: (a) the terms and conditions of the Agreement are incorporated herein by reference; (b) this SOW will be deemed an addendum to and part of the Agreement; and (c) in the event of any conflict or discrepancy between the terms or provisions of the Agreement and this SOW, the terms and provisions of the Agreement shall control and govern. Any term used herein that is defined in the Agreement shall have the same meaning in this SOW as in the Agreement.

**COMPANY 10**

**OCTAGON, INC.**

By: \_\_\_\_\_

By: *Matthew Chelap* \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Matt Chelap \_\_\_\_\_

Title: \_\_\_\_\_

Title: Senior Vice President \_\_\_\_\_

Date: \_\_\_\_\_

Date: June 27, 2025 \_\_\_\_\_

**EXHIBIT 1**  
**Change Request Form**  
**Project Change Requests must be signed by a Company 10 VP**

<b>EVP / SPONSOR:</b>
<b>PROGRAM / INITIATIVE:</b>
<b>BUSINESS LEAD:</b>

**Change Request Information**

<b>Short description:</b>	
<b>Status:</b>	Evaluation / Waiting for approval / In Progress / Completed
<b>Priority:</b>	High / Medium / Low
<b>Date Initiated:</b>	<b>Date Approved:</b>

**IMPACT ANALYSIS**

<b>Cost Impact</b>	<b>HD Cost Impact:</b>
<b>Schedule Impact</b>	-
<b>Deliverable Impact</b>	-
<b>Dependency's Impact</b>	-
<b>Resource Impact</b>	-

**Change Order Description**

ACCEPTED AND AGREED:

Company 10

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

OCTAGON, INC.

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_