

Statement of Work
2025 COMPANY 2 MILANO-CORTINA OLYMPIC TALENT MANAGEMENT

This Statement of Work (“SOW”) is entered into May 15, 2025, between Company 2 (“Company 2” or “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 Milano-Cortina Olympic Talent Management (“Program”)
- II. Description:** Octagon will assist Company 2 with its identification of ambassadors, procurement of talent licenses and contracts with such ambassadors for their participation in the Program (individually or collectively “Talent”), management of communications with Talent, and coordination of contractual service obligations of Talent with whom Company 2 contracts (“Approved Talent”). Octagon will pay Approved Talent on Company 2’s behalf.

III. Deliverables:

A. Phase 1 - Talent Discovery and Program Structure May - June, 2025

- a. Support COMPANY 2 in defining talent integration opportunities for its Olympic campaign
- b. Develop one (1) athlete strategy for the Program including: suggested talent criteria, recommendations as to how to leverage talent to meet program objectives, and recommendations regarding talent mix/investment based on program objectives and budget.
- c. Talent discovery
 - i. Based on approved ambassador strategy, conduct talent discovery and provide recommendation for up to 35 names, u inclusive of talent bios, social metrics, audience demographics, recent competitors, and content examples of which up to twenty (20) Approved Talent may be selected by Company 2.
 - ii. Provide consultative subject matter expertise on the Olympic ambassador landscape to support Talent selection process and budget development
- d. Identify and recommend Talent to participate in the Program, such participation to include the following:
 - i. Inclusion in campaign assets
 - ii. Appearances
 - iii. Posts on Talent social channels
 - iv. Image and Likeness releases
- e. Review all potential Talent against a scorecard of key metrics provided by COMPANY 2, which may include the following:
 - i. Nationality
 - ii. Sport alignment with brand
 - iii. Olympic qualification status, or historical performance
 - iv. Reach on social platforms
 - v. Engagement rate on social platforms
 - vi. Net sentiment
 - vii. Content match to brand DNA (outdoors, easy going)
 - viii. Competitive activity or other brand partnerships
- f. Company 2 to conduct all necessary due diligence, finalize target list and authorize Supplier to formally negotiate business terms with Approved Talent

- g. Provide feedback for up to twenty (20) other Talent identified by Company 2 and advise on suitability for [inclusion in brand campaign assets](#) and deliverables based on industry expertise including:
 - i. Budgetary considerations
 - ii. Potential availability of identified Talent
 - iii. Potential exclusivity concerns of identified Talent such as their existing competitive deals
- h. Support the development of Company 2-drafted contracts advising on applicable business terms to support the Program, which contracts shall be entered into directly by Company 2
- i. Support the development of Company 2-drafted Approved Talent briefs to compliment the contracts and support final execution
- j. Develop a management plan for the Program including:
 - i. Mutually agreed upon timelines based on [Approved](#) Talent integration plan and campaign development
 - ii. Talent identification tracker to be developed and managed by Octagon and utilized by participating stakeholders for weekly alignment on status of Talent feedback by Company 2, required Company 2 legal review process [for Talent](#), negotiation process updates [for Approved Talent](#) and contract tracking [for Approved Talent](#)
 - iii. Liaison with Company 2 markets on existing talent relationships and review potential inclusions
 - iv. Set up dedicated weekly status updates with all engaged parties to facilitate approvals, updates on the Program

B. Phase 2 - Talent Negotiation & Management July 2025 – December 2025

- a. Continue to manage the Program including:
 - i. Oversee mutually agreed upon timelines based on [Approved](#) Talent integration plan and campaign development
 - ii. Manage the Talent identification tracker to be shared by participating stakeholders for alignment on status of Talent feedback by COMPANY 2, legal review and negotiation process updates
 - iii. Liaise with Company 2 markets on existing talent relationships and review potential inclusions
 - iv. Maintain dedicated weekly status updates with all engaged parties to facilitate approvals, updates on the Program
- b. Once Talent is approved by Company 2, inclusive of Company 2 legal review, conduct outreach to selected Approved Talent, establish communication and gauge availability, interest and feasibility regarding Approved Talent's participation in the Program
- c. Communicate formal offers on behalf of Company 2 to Approved Talent, negotiate business terms between Company 2 and Approved Talent, and facilitate securing executed [contracts](#) from Approved Talent. Once the parties agree on a contract template to be used for all Approved Talent [contracts](#), all [business](#) terms with Talent to be negotiated by Supplier and subsequently such [contracts](#) will be approved and executed by Company 2 subject to the following parameters:
 - i. Negotiate and manage up to twenty (20) Approved Talent relationships for the Program established through the above-mentioned scenario planning
 - 1. Negotiation process to include budget, deliverables overview and brand education.

- ii. Support intended Approved Talent deliverables by constructing contractual provisions in support of Program objectives to ensure the contract accurately represented Talent’s digital and social deliverables and obligations
 - 1. Such contract terms to include deliverables, agreed rate, timing and period of exclusivity
 - iii. Serve as liaison between Approved Talent and Client
 - iv. If requested by Company 2, procure, manage and pay additional Approved Talent on-site at the Milano-Cortina 2026 games. Parties will agree in good faith on additional Approved Talent right fees required.
 - v. If applicable, Parties will discuss in good faith Octagon’s on-site (logistical) support of athletes contracted by Company 2 local markets. Such support would be limited to coordinating such athlete’s movements to certain Company 2 functions where their globally contracted Approved Talent is also fulfilling a contract deliverable(s)
- d. Octagon shall provide Approved Talent with Company 2-drafted contracts and support Company 2 with negotiation of applicable terms necessary to support the Program, which contracts shall be entered into directly by Company 2, specifically including the following:
 - i. Provision that Company 2 has or will secure all necessary rights and permissions relating to its usage of materials in which Talent may appear, and any and all approvals and permissions required by the International Olympic Committee (“IOC”) and any other Olympic organization or authority (including Rule 40 clearances). For the avoidance of doubt, Company 2 acknowledges and agrees that it is solely responsible for compliance with all laws, rules, regulations, including but not limited to those of the IOC and any other governing body with respect to The Olympic Games Milano-Cortina 2026, with respect to the use of Company 2 intellectual property and any name, image, likeness, voice or other indicia of any Approved Talent
 - ii. Provision that Approved Talent shall submit fee invoices to Company 2’s designee, Octagon, for payment and will provide all required documentation to enroll in Octagon’s vendor system.
 - iii. Provision that any invoice submitted to Octagon without a valid purchase order will be considered unauthorized, rejected, and returned resulting in payment delays, and inclusion of the following language: **For timely invoice processing and payment: (i) ensure** the purchase order number(s) provided by Octagon is clearly referenced on invoices; and (ii) **submit invoices and statements directly to Accounts Payable**. Submission information is below. Please copy the Octagon contact when e-delivering the invoice to Accounts Payable:

Invoice e-delivery email address: AP-IPGDXTRA@Interpublic.com

Invoice USPS mail delivery address: **IPG DXTRA Shared Services,
Accounts Payable
c/o (Octagon/Stamford)
PO Box 542045
Omaha, NE 68154**

Octagon to act as liaison with all Approved Talent to develop a mutually agreed upon program schedule inclusive of content production, review and approvals timelines and final posting schedule

- e. Develop and deliver an Approved Talent toolkit to Company 2 inclusive of strategy, talent mix, deliverable overview, talent brief, overview of Approved Talent likeness

rights and executional calendar and/or supporting logistical details for final execution of deliverables

C. Phase 3 - Talent Coordination and Program Support January 2026 – February 2026

- a. It is assumed that social continued consultative support of Approved Talent management, execution and on-site needs may be required of Octagon to enable Company 2 to fully execute its Program, with specific services captured in a future statement of work. For avoidance of doubt this SOW does not cover any continued support and execution oversight past December 31, 2025, on-site management and execution or wrap-up reporting.

IV. Term of project:

Start Date: May 15, 2025

End Date: December 31, 2025

- VI. **Fees:** Company 2 will pay Octagon a fixed and non-reconcilable fee of \$ to be payable by Company 2 per the table below and earned by Supplier evenly over the SOW term. In addition, Company 2 shall pay Octagon a flat fee equal to 10% total negotiated talent fee for any Approved Talent.

REMIT			PHASE 1 STRAT & SETUP		PHASE 1 FEES					
SPECIALTY	NAME	LEVEL	MAY	JUNE	% TIME	FEES	RATE (H)	MONTHS	DAYS	HOURS
DIGITAL	ALIE MCDONALD DIRECTOR DIGITAL STRATEGY	AD	25%	25%	25%			2	9.583333333	77
	OLIVIA MARKOPOULOS ASSOCIATE DIRECTOR DIGITAL STRATEGY	SAM	40%	40%	40%			2	15.333333333	123
	ERNST LULY STRATEGIST	SAE	40%	40%	40%			2	15.333333333	123
	ANALYST	AE	0%	0%	0%			2	0	0
										322
T&P	SME CONSULTATION	EVP	10%	10%	10%			2	3.833333333	31
										31
CLIENT SERVICES	TBC	AD	25%	25%	25%			2	9.583333333	77
	TBC	SAE	25%	25%	25%			2	9.583333333	77
										153

REMIT			PHASE 2 PLANNING & COORDINATION						PHASE 2 FEES		
SPECIALTY	NAME	LEVEL	JULY	AUG	SEPT	OCT	NOV	DEC	% TIME	FEES	RATE (H)
DIGITAL	ALIE MCDONALD DIRECTOR DIGITAL STRATEGY	AD	15%	15%	15%	8%	8%	8%	12%		6
	OLIVIA MARKOPOULOS ASSOCIATE DIRECTOR DIGITAL STRATEGY	SAM	25%	25%	25%	15%	15%	15%	20%		13.225
	ERNST LULY STRATEGIST	SAE	0%	0%	0%	0%	0%	0%	0%		23
	ANALYST	AE	10%	10%	10%	0%	0%	0%	10%		0
											5.75
											46
T&P	SME CONSULTATION	EVP	10%	10%	10%	10%	10%	10%	10%		336
											92
CLIENT SERVICES	TBC	AD	25%	25%	25%	25%	25%	25%	25%		6
	TBC	SAE	25%	25%	25%	40%	40%	50%	34%		28.75
											230
											314
											544

- VII. **Third Party Expense Costs:** Anticipated Approved Talent budget fees and any required on-site expenses not currently reflected in this SOW will be estimated following the Phase 1 talent strategy. The parties agree to enter into an amendment to this SOW setting forth the amount of funds to be provided by Company 2 and any applicable assumptions, invoicing schedule and details related thereto. Payment for expense costs must be received by Octagon in order for Octagon to successfully fulfill the Deliverables listed herein.

VIII. Agreed Contract Conditions:

1. Payment terms for fees are 120 days

2. Payment for operational expenses are 30 days
3. 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:

- i. Supplier or Company 2 shall discuss, in good faith, the reasons for the decision, including any possible mitigation plans or future rescheduling;
- ii. 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, Company 2 and provided further that the Supplier shall use all reasonable endeavor to minimize and mitigate such costs;
- iii. 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; with the exception of Talent which refund shall be according to Company 2’s contracted terms with said Talent; and
- iv. 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: