MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("MSA") is made as of Jul 8, 2025 (the "Effective Date"), between Wisconsin Waterfowl Association, with its principal location at PO Box 427, Wales, WI 53183 (the "Client"), and Arena, LLC, with its principal place of business located at 1260 Stringham Ave, Suite 400, Salt Lake City UT 84106 ("Company").

In consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Services. Company will provide services and/or deliverables as identified on the attached Statement of Work and any subsequent Statements of Work ("Services" or "Work Product").

2. Company Non-Exclusivity. This MSA is not an exclusive arrangement with respect to Company. Accordingly, Company shall be entitled, in its sole discretion, to purchase, license and/or lease software, systems, equipment, products and/or services from any third party.

3. Term. This MSA shall be in effect unless terminated as set forth herein. During the Term, either party may terminate the agreement following 30-day written notice to the other party. Upon termination of this MSA, all SOWs shall also be terminated and the Client is obligated to make payments to Company of any amounts that are due as of the date of termination.

4. Fees. As consideration for Company's performance of the Services, Client agrees to pay Company at the rates set forth in the applicable SOW or as outlined in the applicable budget or invoice approved by Client, whichever is most recent.

    a. Reimbursement of Expenses. Client will reimburse Company for all business expenses that are reasonable, necessary, and incurred by Company while performing Services under this MSA upon presentation of receipts and/or vouchers.

    b. Billing and Payment. Company will submit invoices to Client and Client will pay invoices before Company begins the work, specifically including but not limited to, the start of print production, digital ads going live, and/or the start of developing a website. In the event Company chooses to begin work prior to submitting an invoice and/or requiring full payment, Client will pay the invoice for such work within three days of its submission to Client. Company will be entitled to delay, put on hold or discontinue services under this MSA in the event that any invoice is not paid when due. Any unpaid amounts will accrue interest at the rate of 1.5% per month.

    c. Disputed Charges. If Client disputes any fee, charge, or billing by Company, Company and Client will use reasonable efforts to resolve the disputed amounts as promptly as practicable.

5. Taxes. When applicable, Client will reimburse Company for all sales, use or excise taxes levied on amounts payable by Client to Company pursuant to this MSA. Client may furnish Company with certificates or other evidence supporting applicable exemptions from sales, use or excise taxation.

6. Completion of Work. Client's payments, if any, for Services or Work Product prior to the completion or delivery of such Services or Work Product shall not diminish Company's obligations hereunder and shall not constitute a waiver of Company's rights or remedies hereunder.

7. Confidentiality. Each of the parties ("Recipient") shall treat as confidential all information ("Confidential Information") that it receives from the other party ("Discloser") in connection with this MSA. Confidential Information includes, but is not limited to, business plans, analyses and forecasts, financial reports, mailing lists, research, plans, projects, data, video and any other materials or methodologies which Recipient may come in contact with and/or which are received through the Discloser, its employees or agents and shall include information received in any form (e.g., paper, e-mail or other electronic transmission, orally, etc.). Recipient shall treat Confidential Information with the same degree of care as it treats its own proprietary information, but in no event less than a reasonable degree of care. Recipient shall not disclose the Confidential Information to any third party or to any of its employees or agents (except to those employees or agents who need to know such information in order to perform the Services). Recipient shall ensure that its employees and agents who have access to Confidential Information shall not disclose the Confidential Information in violation of this MSA, and Recipient shall be liable for any such disclosures. Confidential Information shall not include information that is or becomes publicly available prior to disclosure by Recipient or if such disclosure is required by law or judicial order, provided that Recipient gives Discloser prompt written notice of such requirement prior to disclosure and shall assist Discloser in obtaining an order protecting the information from public disclosure. Confidential Information shall be and remain the property of the Discloser. The parties agree that the violation or threatened violation of this confidentiality provision may cause irreparable harm to the Discloser, and the Discloser shall be entitled to seek injunctive relief in addition to any other legal remedies. The confidentiality obligations of the parties shall survive the termination or expiration of this MSA.

8. Indemnification. Company and Client each agree to be responsible for its own acts and omissions in the performance of this MSA. Each party ("Indemnifying Party") agrees that it shall indemnify, defend, reimburse and hold harmless the other party and its employees, officers, directors, agents, and affiliates ("Non-Indemnifying Party") from and against any and all losses, claims, demands, liabilities, costs, damages, and expenses (including reasonable attorney's fees and costs) arising out of or related to this MSA, to the extent that such claims, demands, actions, settlements, or judgments are occasioned by the negligent acts or omissions, or willful misconduct of the Indemnifying Party or its officers, directors, employees, agents, contractors or subcontractors. In addition to the above, Client agrees that it shall indemnify, defend, reimburse and hold harmless Company and its employees, officers, directors, agents, and affiliates from and against any and all losses, claims, demands, liabilities, costs, damages, and expenses (including reasonable attorney's fees and costs) arising out of or related to Company's use of Work Product that has been approved by Client.

d. Additional Obligations. In addition to Client's obligations under Section 8, if any Service or Work Product is held infringing or to violate any third party's rights, or Company believes that the Service or Work Product is likely to be held infringing or to violate any third party's rights, then Client shall, at its option and sole expense, either: (a) procure for Company the right to continue receiving and/or using the Service or Work Product; or (b) replace or modify the Service or Work Product so that it is non-infringing or non-violative of the third party's rights, but maintains substantially the same functionality and characteristics. The exercise of said option by Client shall not eliminate or otherwise satisfy any duties of defense or indemnity Client may owe Company prior to the execution of same.

9. Damages. Under no circumstances shall Company be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages, including, without limitation, lost profits or loss of goodwill arising out of this MSA or the purchase of Work Product or Services hereunder. Notwithstanding, the liability limitation in this section shall not apply to: (i) gross negligence, willful misconduct, or fraud committed by a party; (ii) a confidentiality breach committed by a party; (iii) Client's indemnification obligations; or (iv) a party's misuse of the other party's intellectual property.

10. Miscellaneous.

e. Independent Contractor. The Client and Company hereby acknowledge and agree that Company is an independent contractor and not an employee. Company shall have no authority to create, bind or assume any obligation on behalf of the Client (or hold itself out as having such authority) without the prior written consent of the Client. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency or employment relationship between Company and the Client for any purpose including, but not limited to, taxes or employee benefits. Company agrees to assume exclusive liability for any and all taxes, assessments, levies or fines which may be deemed owed by it, or to any employee or contractor of Company as a result of performance of Services pursuant to this MSA. It is understood and agreed that Client will not be responsible for the payment or withholding of federal, state, and/or local taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workman's compensation benefits, and other personnel costs incurred by Company in connection with this MSA.

f. Entire Agreement. The parties acknowledge that there are no other agreements, promises or understandings, express or implied, with respect to the subject matter set forth in this MSA. This MSA may only be amended or modified by a writing signed by both parties.

g. Change Orders. In addition to any change control requirements that may be set forth in this MSA, a Statement of Work, amendment, or any budget and/or invoice, in the event either party desires to change, the following procedures will apply:

i. The parties will review and evaluate the proposed Change Order and negotiate in good faith the changes and charges, if any, required to implement the Change Order. If the parties agree to the proposed Change Order, the parties' authorized representatives will execute the Change Order, indicating their acceptance of the changes. Said Change Order will be incorporated into, and made a part of, the applicable SOW or budget and/or invoice upon execution.

h. Order of Precedence. The MSA shall be reasonably interpreted to avoid any conflict between its provisions. Moreover, the provisions presented in the MSA's Standard Terms and Conditions, Exhibits, Statements of Work, Schedules, budget and/or invoice and Change Orders shall be reasonably interpreted to supplement each other. Notwithstanding, in the instance that a conflict of interpretation exists, the following order of precedence shall apply: (a) the MSA; (b) SOW beginning with the most recent; (c) Change Orders beginning with the most recent; and (d) any written documentation.

i. Severability. If any of the terms or provisions of this MSA are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions shall continue in full force and effect.

j. Assignment. This MSA shall be binding upon and inure to the benefit of the parties hereto, and their respective representatives, successors and permitted assigns. Neither party may assign any of its rights or delegate any of its duties under this MSA without the prior written consent of the other party. Notwithstanding the foregoing, Company may assign any or all of its rights or obligations under this MSA to a successor entity. Except as specifically set forth in this MSA, the parties do not intend the benefits of this MSA to inure to any third party, and nothing contained herein shall be construed as creating any right, claim, or cause of action in favor of such third party, against either of the parties hereto.

k. Governing Law. This MSA shall be subject to and governed by the laws of the State of Utah.

l. Notices. All notices and other communications required or permitted under this MSA shall be in writing and addressed to the party as set forth on the signature page hereto, or at such other address as either party may notify the other party thereof.

m. Waiver. The failure of either party to exercise its rights hereunder shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach hereunder.

n. Counterparts. This MSA may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

o. Force Majeure. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

p. Non-Coordination. Company warrants that it maintains an anti-coordination and firewall policy that complies with applicable Federal Election Commission regulations and which applies to all Company employees and personnel. While that policy applies to Company employees and personnel, it is Company's expectation that its clients will likewise comply with all applicable Federal Election Commission regulations, including those pertaining to coordination.

q. Client Exclusivity. This MSA is an exclusive arrangement with respect to Client. Client agrees that during the term of this MSA, Client shall exclusively use Company to perform the Services identified under this MSA and any applicable SOW.

APPROVED ON BEHALF OF COMPANY:

BY: Charles Nichols
Charles Nichols (Jul 8, 2025 15:33 CDT)

NAME: Charles Nichols

TITLE: Vice President

ORGANIZATION: Arena, LLC

DATE: Jul 8, 2025

APPROVED ON BEHALF OF CLIENT:

BY: _____

NAME: _____

TITLE: _____

ORGANIZATION: _____

DATE:_____

STATEMENT OF WORK

This Statement of Work ("SOW") is made as of Jul 8, 2025 ("SOW Effective Date") by and between Wisconsin Waterfowl Association, ("Client") and Arena, LLC ("Company"). Collectively Company and Client may be referred to herein as the "Parties". This SOW is a separate agreement between Company and Client and hereby expressly incorporates all of the terms and conditions of the Master Services Agreement between Company and Client dated _____ ("MSA"). Capitalized terms used but not defined in this SOW will have the meanings given to them in the MSA.

1. Description. Company provides the following services: Digital and Online Advertising Services, Direct Mail and Print Services, Fundraising Services, and SMS & MMS Test Messaging. Client agrees that the Services or Work Product provided hereunder may be performed by Company and its subcontractors.

2. Term. The term of this Statement of Work shall commence as of the SOW Effective Date and shall be in effect unless terminated as set forth in the MSA.

3. Scope. The services to be provided by Company shall be performed in accordance with this SOW and the MSA.

4. Change Orders. In addition to any change control requirements that may be set forth in this SOW, the MSA, or any budget and/or invoice, any change must be in writing signed by both parties.
    a. Order of Precedence. The SOW and MSA shall be reasonably interpreted to avoid any conflict between its provisions. Moreover, the provisions presented in the MSA, SOW, and any subsequent statements of work or change orders shall be reasonably interpreted to supplement each other. Notwithstanding, in the instance that a conflict of interpretation exists, the following order of precedence shall apply: (a) the MSA; (b) SOW beginning with the most recent; (c) Change Orders beginning with the most recent; and (d) any written documentation.

5. Services. Company will provide the Services and/or Work Product selected below when referred to collectively, the "Services" or "Work Product")":

    a. ■ **Direct Mail and Print Services.** Company will provide Direct Mail and Print services, including but not limited to:
        1. Graphic design (e.g. direct mail, palm card brochure, custom graphics etc.)
        2. Printing
        3. Data/mailing preparation and addressing
        4. Drop-shipment of mail to USPS facilities and postage

ii. Compensation. The fee structure for Direct Mail and Print Services will vary according to the work product provided as outlined below:

1. Graphic design: Priced on an individual basis subject to Client approval.
2. Printing and data/mailing preparation: Company will prepare and submit to Client a budget or invoice based upon Client's requested specifications for approval in advance of the work being performed.
3. Data/mailing preparation and addressing: Company will prepare and submit to Client a budget or invoice based upon Client's requested specifications for approval in advance of the work being performed.
4. USPS postage and delivery: Because postage and shipping vary based on quantity, audience density, geography and other factors, Company will prepare and submit a budget estimating postage and shipping cost, followed by an invoice that reflects any changes in postage and shipping.
5. Third-party fees and production costs (such as list purchases) are excluded from this SOW and will be estimated and scoped separately.

b. ☐ **Digital and Online Advertising Services**. Company will provide client with Digital and Online Services, which may include but are not limited to the following:

i. Creative design and development.

1. Graphic design of advertisements
2. Digital video and audio production
3. ☐ **Website design, development and hosting. If checked, SEE COMPLETED ADDENDUM.**

ii. Buying and placement of digital advertising. Company will act as Client's digital media buying representative and perform, upon authorization by Client, services to the extent necessary to meet Client's needs. Services may include, but are not limited:

1. Online advertising placement and management
2. Online advertising performance reporting
3. Pre-Roll/YouTube/Streaming/OTT placement
4. Streaming video and audio production
5. Paid search
6. Digital display/Native display
7. Display retargeting
8. Social media
9. Email marketing
10. Email Acquisition/List Building
11. Online fundraising
12. ☐ **SMS/MMS text messaging**

iii. Compensation. The fee structure for Digital and Online Services will vary according to the work product provided as outlined below:

1. Digital advertising placement: Company will prepare and submit to Client a budget and/or invoice based upon Client's requested specifications for approval in advance of work being performed.
2. Websites and landing pages: Company will prepare and submit a cost and scope of work to Client based upon Client's requests and specifications in advance of work being performed.
3. Video and audio production: Company will prepare and submit a cost and scope of work based upon Client's requests and specifications to Client for approval in advance of work being performed.
4. Custom graphics, SMS/MMS text messaging and other services: Priced on an individual basis subject to Client approval.
5. Third-party fees and production costs (such as list purchases) are excluded from this SOW and will be estimated and scoped separately.

c. ☐ **Fundraising Services.** Company will provide Fundraising Services, including but not limited to, Email Marketing consisting of direct fundraising emails and soft asks, email copywriting, set up, and sending; Paid list-building: paid advertising, list rentals, list purchases, rev shares; Donation page creation; SMS fundraising; Graphic design for fundraising activities; Detailed reporting on all fundraising and list-building activities; Digital voter contact; Digital Name ID ads; OTT; and Direct Mail persuasion.
   i. Compensation. During the term of this Agreement, Client shall pay to Company a monthly fundraising fee as set forth in the proposal provided by Company("Fundraising Fee").
      1. Agency Commission. In addition to the Fundraising Fee, Client shall pay Company a commission as set forth in the proposal provided by Company ("Agency Commission").
      2. Expenses. Client shall reimburse Company for all expenses incurred by Company in connection with performing Fundraising Services; provided, however, that Company shall obtain the prior written approval of Client for any single item of expense or group of related expenses exceeding $250. Approvals shall be requested and made by email.
      3. Invoices. Company shall send to Client an invoice for: (i) the Fundraising Fee; (ii) the Agency Commission, except for any automatic commission from a donation platform as described below; and (iii) expense reimbursements.
      4. Agency Commission Payment. For donations made through the fundraising platform, Company will set up an automatic Agency Commission within the donation platform so that the Agency Commission will be taken from the gross amount raised and paid automatically and directly by the platform to Company unless specifically told otherwise during the onboarding process. For donations made through other platforms or not set up with an automatic Agency

Commission, Company shall invoice Client for the Agency Commission as provided above.

The Parties by their respective signatures below hereby incorporate into and make part of the MSA this SOW. Upon execution, this SOW shall become a binding commitment of the Parties.

APPROVED ON BEHALF OF COMPANY:

BY: Charles Nichols
Charles Nichols (Jul 8, 2025 15:33 CDT)

NAME: Charles Nichols

TITLE: Vice President

ORGANIZATION: Arena, LLC

DATE: Jul 8, 2025

APPROVED ON BEHALF OF CLIENT:

BY: _____

NAME: _____

TITLE: _____

ORGANIZATION: _____

DATE: _____