



Statement of Work

Pursuant to the terms of the Engagement Agreement dated May 31, 2023 (the “**Agreement**”), by and between **SATELLITE TEAMS, INC (“ST”)**, and **CHAMELEON BEVERAGE COMPANY INC. (“Client”)**, the Client shall engage the following PRTs at the rates and conditions set forth below. The initial term of this SOW shall be one year and shall automatically renew unless terminated by either party with ninety (90) days’ notice. Any termination of this SOW will result in the termination of the PRT.

1) **Services:**

- a) Screening, recruitment, and hiring of the below PRT on the Client’s behalf
- b) Providing employment, payment, benefits, and payment of taxes related to the employment of such PRT,
- c) Providing the Client with information related to compliance with local employment laws

2) **PRT Name:** Amanda Ruth P. Garcia

3) **PRT Position and Job Description:** Marketing Manager

4) **Start Date:** June 6, 2023

5) **PRT Single Rate:**

- a) Recruitment Fee (Section 3.2 of the MSA): \$2,220.00
- b) Monthly Rate: \$2,220.00

6) **PRT Hours:** PRT will work for up to 40 hours per week. PRT shall provide the Client contact with as much notice as possible and shall obtain a pre-approval before exceeding 40 hours in the week.

7) **PRT Overtime Rate:** if the Client requests or approves in writing that PRT shall complete more than 8 hours of work in any given work day, the excess hours shall be compensated at a rate under the following calculation:

$$\text{ST Single Rate of } 2,220.00 / 160 \text{ hours in a month} = \$13.88$$

$$\$13.88 \times \text{No. of hours in excess of 8 hours per day}$$

The hours worked by the PRT will be monitored by ST using a timekeeping software. Only overtime work which is accordingly approved and endorsed by the Client shall be considered and will be paid as such.

8) **PRT Equipment:** ST shall offer the Client the ability to purchase special equipment for PRT, with an email agreement on the equipment, pricing, and other terms being sufficient. Any amounts paid by ST for such equipment will be reimbursed by the Client.

9) **Add-on Services:** The client may purchase the recurring Add-on Services, concerning the Hired PRTs under this SOW by written agreement between ST and Client. Upon purchase, such Add-on Services are incorporated into and form a part of this Agreement.



BASIC \$99/mo

Inclusions:

Productivity Software
(Time Doctor)

US Phone Number

WIFI Backup (9GB)

PRO \$199/mo

Inclusions:

Productivity Software
(Time Doctor)

US Phone Number

WIFI Backup (9GB)

Battery Backup (3-4
hours charging)

Remote Technical
Support

VPN Service

ENTERPRISE \$299/mo

Inclusions:

Productivity Software
(Time Doctor)

US Phone Number

WIFI Backup (15GB)

Battery Backup (7-8
hours charging)

Remote Technical
Support

VPN Service

Configured Laptop Lease

Backup Office Availability

10) Productivity Tracker: The Client acknowledges that ST has the right to exercise control and supervision over the PRT's performance of a particular work by means of periodically checking and assessing his or her progress through the use and installation of a productivity tool into the device, laptop, or computer desktop assigned to or used for work for the purpose of ensuring its timely delivery. Among others, the productivity tool will look into the time spent by the PRT on the different websites while working; the total time devoted on different projects and tasks; start time, end time, and total time of work delivered in a given day; keyboard and mouse activity levels; and intermittent screenshots of computer screen/s which, by default will be blurred, to observe and maintain privacy.

Within the limits of this agreement, the Client unconditionally and unequivocally permits Satellite Teams, Inc. to proceed with the installation of the said productivity tool as above mentioned. Nothing in this agreement authorizes Satellite Teams, Inc. to do any monitoring activities outside of the PRT's hours of work. It should be understood that, while the application is installed into the devices and is used during office hours, the PRT shall have the authority to start and stop the application from running therein. In fine, the discretion to manage the time and function of the program during office hours shall be dependent upon the PRT. ST commits upon itself the strict responsibility to act within the bounds of the productivity check.

The Client shall be given the option to opt out or disallow the installation of this productivity tool if the device, laptop, or computer to be used by the PRT shall be issued by it or if it simply would not wish to have the PRTs deployed monitored. **Opt-in** **Opt-out**



11) **Billing:** Payments are on an auto debit basis using ACH transfer or credit card payment. All credit card payments will be assessed with a transaction fee of 3% (4% for Amex). The Client will provide authorization by filling out the ACH form (Exhibit A).

Invoices will be sent out on the 15th of each month for your review and assessment. If the 15th falls on a non-banking day, the invoice will be sent on the banking day preceding the 15th of that month. Should there be issues with your billing statement, please notify Satellite Teams no later than the 3 banking days from when the invoice was sent. A new invoice will be reissued for final processing. All auto debit payments will be processed 5 banking days from when the original invoice was sent.

12) Client Requirements

a) PRT Wage and Hour Requirements:

- i) Client shall permit PRT to take requested meal and rest breaks
- ii) Client must provide an unpaid rest period of not less than 24 consecutive hours every six days.

b) **PRT Disciplinary Rules:** All incidents must be communicated to ST within 48 hours from the date of the occurrence. The proper due process will be observed (Exhibit B).

c) **Performance Feedback Process:** For performance-related concerns, the Performance Feedback Loop Questionnaire (Exhibit C) must be filled out, outlining the details of the performance concern. The Client will give the PRT at least 30 days to remediate performance, supported by a documented performance improvement plan

d) **Client Holiday Schedule:** The PRT will follow the holidays that the Client observes. The Client will not require the PRT to work during any of these holidays. If the PRT shall be instructed otherwise, such holiday work shall be entitled to the same Overtime Rate as calculated in provision 7.

New Year's Day: January 1

Memorial Day: Last Monday in May

Independence Day: July 4

Labor Day: 1st Monday in September

Thanksgiving Day: 4th Thursday in November

Christmas Day: December 25

e) **Vacation Leaves:** The client will need to approve any vacation days that the PRT will take. Scheduled vacation days need to be requested by the PRT at least a week before the first vacation day.



13) **Termination of SOW (Section 3.4 of MSA):** The Client may terminate this SOW within 90 days of the written notice unless such termination relates to an act considered as serious misconduct under both Client's and ST's disciplinary policies, in which case, such termination shall be effective immediately.

The undersigned has read, understood, and agreed to the terms and conditions herein, including any attachments hereto. Signing this Agreement warrants that he or she is duly authorized to do so and bind the respective party.

	Client	Satellite Teams, Inc.
Name	Morgan Reed	Matt Martin
Title	President	CEO
Signature	DocuSigned by:  <small>5997E159EDD844E...</small>	DocuSigned by:  <small>0D68AD06BB86467...</small>
Date	6/3/2023	6/3/2023



EXHIBIT A

Recurring Payment Authorization Form

Schedule your payment to be automatically deducted from your bank account or charged to your credit card. Just complete and sign this form to get started.

How Recurring Payments Work:

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit."

Invoices will be sent out on the 15th of each month for your review and assessment. If the 15th falls on a non-banking day, the invoice will be sent on the banking day preceding the 15th of the month. Should there be issues with your billing statement, please notify Satellite Teams no later than the 3 banking days from when the invoice was sent. A new invoice will be reissued for final processing. All auto debit payments will be processed 5 banking days from when the original invoice was sent.

Please complete the information below:

James Zellenbach authorize Satellite Teams, Inc. to charge my credit card or (full name)

account, indicated below for \$2, 220.00 on the 20th of each month for payment of (day or date)

Billing Address 6444 East 26th st Phone# 3237248223
City, State, Zip Commerce, ca, 90040 Email jamesz@chameleonbeverage.com

Checking/ Savings Account

Form with fields for Checking/Savings Account: Name on Acct (Derek Reineman), Bank Name (City National), Account Number (013304769), Bank Routing # (122016066), Bank City/State (Commerce, CA). Includes a routing number diagram.

Credit Card

Form with fields for Credit Card: Visa, MasterCard, Amex, Discover, Cardholder Name, Account Number, Exp. Date.

SIGNATURE Morgan Reed DATE 6/3/2023

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Satellite Teams in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as noted above for periodic transactions. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that Satellite Teams may at its discretion attempt to process the charge again within 5 days, and agree to an additional \$25 charge for each attempt to return NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.



EXHIBIT B

DISCIPLINARY ACTION POLICY

Maintaining service integrity is vital to the day-to-day business. The behavior of each employee reflects and impacts the success of the organization. Satellite Team's Disciplinary Action Policy facilitates effective & consistent dealings with issues in a fair and just manner.

Progressive Disciplinary Steps

In appropriate circumstances, the company may pursue the following steps for disciplinary action. If an employee fails to respond to dialogues or informal counseling, the following action will provide the framework for disciplinary measures.

1st occurrence - Initial Written Warning

2nd occurrence - Final Written Warning

3rd occurrence - Recommendation for Dismissal

Time Frame to Initiate Disciplinary Action Process

The disciplinary action process must be initiated within 48 hours from the date of receipt of an incident report or the Performance Feedback Loop Questionnaire stating the acts or omissions in violation of the Rules.

Notice to Explain (NTE) for all transgressions from Initial Written Warning to Recommendation for Dismissal should provide the employee a maximum of five (5) days to respond.

Prescriptive Period

A prescriptive period of six (6) months shall apply to all stages of warnings. All sanctions will refresh after a period of six (6) months based on the date of the last disciplinary action occurrence.



EXHIBIT C

PERFORMANCE FEEDBACK LOOP QUESTIONNAIRE

This short questionnaire was designed to facilitate a feedback loop on how the employee has performed upon engagement.

Company:

Name of Evaluator:

Name of the employee to be evaluated:

1. Are you satisfied with the employee's demonstrated skills, strengths, behavior, and outcomes in relation to the targets agreed upon at the beginning of his/ her engagement in the organization?

- Yes
- No. Please give specifics (i.e. targets set vs. targets achieved)

2. If your answer is NO to Question # 1, please give specifics

3. Recommended action

- No Change to Employee's Status
- Commendation
- Performance Improvement Plan
- Initiate Due Process for Disciplinary Action (up to Termination)

4. Would you like our assistance in speaking with the employee?

- Yes
- No

5. Would you have a need or requirement for additional talent/staff?

- Yes, connect me with my Account Relationship Manager
- No, we currently have no requirement



EXHIBIT D

JOB DESCRIPTION

MARKETING MANAGER

This person will be responsible for engaging current client members and prospecting new members. This position will identify and execute digital marketing strategies to bring value to current members with shared marketing solutions, branding, and lead generation. This position will drive engagement for the Business Development Manager to gain member participation in the company's programs and for the President of the company to bring on new members.

RESPONSIBILITIES

1. Marketing Develop and create new marketing collateral, including print and digital assets, and distribute marketing materials through digital and offline marketing strategies to recruit and engage members. Marketing channels include direct mail and a WordPress website that includes a member directory. Marketing tactics could include but are not limited to presentations, content creation, SEO, PPC, graphic design, and HTML development.
 - a. Coordinate and execute the company's automated member follow-up and programs
 - b. Create, coordinate, automate and execute the company's prospecting for new member campaigns, presentations, and newsletters
 - c. Proof all creatively developed
 - d. Maintain and update all marketing-related content
 - e. Serve as project and content coordinator for any major updates, and marketing-specific elements for members' dashboard (.cloud)
 - f. Coordinate and support the company's online SEO/reputation management review programs, including demos, members set-up, and program management
 - g. Recommend advertising programs
 - h. Organize shared brand assets, maintain photo files, content library, marketing collateral folders, etc.
- Create materials to encourage participation in resident programs and offerings provided by the company
- Maintain, create, and post to both company and President's social media sites; liaison to marketing both internal and external marketing agents
- Collaborate with internal and external marketing teams to stay current with and inform the staffs of digital marketing trends and how the company may implement new tools, ideas, and systems.
- Mobile app administration, onboarding support, and maintenance
- Manage SEO/rep management program



2. Organizational Effectiveness

- Through establishing relationships with each member, collect, update and maintain all pertinent information desired for Member dashboards, internal databases, and CRM systems
- Assimilate new members to their unique .Cloud dashboard and provide training on how they access and market all programs
- Communicate with peers, members, and/or vendors to remain updated on and to acquire further engagement for new and existing programs and benefits
- Communicate member feedback and issues to the President
- Act as liaison and mediate between members and other divisions/departments of CCA, vendor partners, etc.

3. Financial Planning and Reporting

- Monthly member billing, reporting, and expenses
- Cost support research, planning and monitoring for individual projects, advertising and marketing budgets
- Cost plan and implement annual calendar of activities including special events, projects and administrative obligations
- Each of the responsibilities will be accomplished with authentic service, attention to detail, a sense of urgency, responsiveness, follow-up, genuine care, and passion
- Budget/projections for marketing related revenue sources

QUALIFICATIONS:

- Bachelor's degree in Marketing, Business, or in any related field
- 5+ years of direct experience in marketing
- Excellent communication skills
- Ability to prioritize and respond quickly, outstanding follow-up and people skills, along with the ability to learn and absorb new information quickly
- Excellent personal computer skills, including Microsoft Office, inclusive of Word, Excel, PowerPoint, CRM and Outlook
- Strong skill set, including some design work in Adobe Cloud and WordPress
- Comfortable working with a very small, collaborative start-up team
- Specialized knowledge in branding, SEO, website design, etc; for member consultations