

STATEMENT OF WORK

THIS STATEMENT OF WORK ("STATEMENT OF WORK") is made between:

Event Plus (**CONTRACTOR**) and Shell International Limited (**COMPANY**) and is issued under and subject to the terms and conditions of a Purchase Contract ("CONTRACT"), CW606010 entered into by COMPANY and CONTRACTOR and dated Apr. 27, 22.

AGREEMENT

1. Applicable Terms and Conditions

- (a) This STATEMENT OF WORK incorporates the terms of the CONTRACT and describes particular SCOPE to be purchased under the CONTRACT. This STATEMENT OF WORK comprises a stand-alone contract between the Parties for that particular SCOPE.
- (b) In the event of any ambiguity or inconsistency between this STATEMENT OF WORK and the CONTRACT, the terms of this STATEMENT OF WORK shall prevail over the terms of the CONTRACT
- (c) Capitalised terms used and not otherwise defined in this STATEMENT OF WORK have the meanings given to them in the CONTRACT.
- (d) In case the CONTRACT expires, the terms and conditions therein remain valid for the duration of this STATEMENT OF WORK.

2. Duration

This STATEMENT OF WORK is effective from Apr. 27, 22 and shall remain in effect until SCOPE has been completed in accordance with the CONTRACT unless terminated earlier in accordance with the CONTRACT, or as otherwise specified herein.

3. STATEMENT OF WORK SCOPE

CONTRACTOR will provide the SCOPE set out in accordance with the section headed STATEMENT OF WORK SCOPE at Annex A for CPN-3111 China Business Photography / CSPM Jo O'Leary

4. CONTRACT CHARGES

The CONTRACT PRICE for this STATEMENT OF WORK shall be calculated in accordance with the CONTRACT and Annex B. COMPANY will have no obligation to pay additional or increased charges or for additional SERVICES unless such changes were pre-approved in writing by COMPANY (such written approval may include email). CONTRACTOR should seek any such written approval before commencement of the work outlined.

5. ADDITONAL REQUIREMENTS

The following additional requirements apply in respect of this STATEMENT OF WORK:

CONTRACTOR undertakes to COMPANY to stay fully informed of the requirements in the SHELL brand policy which are available at Brand Central, www.brandcentral.shell.com to which CONTRACTOR has access.

CONTRACTOR will adhere to COMPANY's brand identity policies and standards as published on Brand Central, www.brandcentral.shell.com including but not limited to: mandatory approval services, VI Checkpoint, usage of Shell trademarks, fonts, colour palette, etc. Where CONTRACTOR's design does not meet standards/policies, no payment will be made by COMPANY to CONTRACTOR for any amendments up to which the final design is approved. CONTRACTOR will at its own cost make such changes that are necessary to ensure the design meet such standards and policies.

Contractor will ensure all deliverables adhere to Shell's digital accessibility standard (currently WCAG 2.1 AA) where applicable.

7. INVOICING INFORMATION

COMPANY will pay CONTRACTOR any undisputed amount within 60 days after receipt of a correct and adequately supported invoice. An invoice is considered unsupported when COMPANY cannot reasonably verify the legitimacy or accuracy of the invoice using the information provided by CONTRACTOR or if supporting documentation is missing.

8. CHANGE CONTROL – Project Change Notice (PCN)

A Project Change Notice will be created by the CONTRACTOR for all COMPANY requested changes that will impact the SERVICES to be provided or the price of those SERVICES. A written authorisation to proceed is mandatory before the CONTRACTOR will implement the change. A sample PCN form is provided in Annex C

SIGNATORIES

SIGNED FOR AND ON BEHALF OF CONTRACTOR

NAME:	DATE:
Linda Wang	5 24, 2022
POSITION:	SIGNATURE:
General Manager	DocuSigned by:
	Nap
	F6AE51373E13405

SIGNED FOR AND ON BEHALF OF COMPANY

NAME:	DATE:
Kaori Ojeda	May 27, 2022
POSITION:	SIGNATURE:
Global discipline lead - Design	DocuSigned by:
	— DocuSigned by: Kaori Ojeda
	53956C937CE1480

ANNEX A – STATEMENT OF WORK SCOPE

The CONTRACTOR shall provide the following Services:

Project Background

To create a bank of Shell images which demonstrate and tell the story of Shell China business performance, thought leadership, strength and capability which can be used for further business and communication.

Objectives

- To bring to life our messages to our internal and external audience.
- To provide business with a uniform style and standards for photo assets in China style to follow the Shell Photography guidelines.
- Photographs will be authentic and real, epic, positive, energetic and inspiring. Please refer to the document 'Shell China business photo assets creation Overview V4_24.04.22' for image style and type of shots required

Shot list to be completed and worked on for each asset/shoot day

Models/employees used in the photographs to consider the following:

- HSSE compliance (PPEs, etc.)
- Inclusive & Diversity
- Subjects need to reflect the ethnicity of where the shots are taken
- Ideally actual employees otherwise agreed models
- A mixture of male and female
- Majority age range 18-35, with a few experienced professionals

Location considerations:

HSSE compliance (access, PPEs, etc.)

- A variety of set-ups to get different shots (i.e., working/operating environment)
- The location should not be too old fashioned or detract from the subjects and or dirty

Usage

Images will be used across multiple platforms and social media for both below the line (BTL – excluding advertising) and Above the Line (ATL – including advertising and social media promotion). Images will be used both locally and globally.

Contractor roles and responsibilities

Event Plus will be responsible for:

- Following Shell HSSE protocol and standards as set out in both the Call Sheet, any HSSE briefings and Risk Assessment for both crew and the photographs taken (perceived HSSE shown in imagery must adhere to Shell HSSE guidelines). This includes any recommendations/policies around COVID
- Ensuring that the Shell Data Privacy policy is adhered to by making sure all those recognisable in photographs have been notified and consent forms are signed where appropriate. All consent forms to be uploaded to the shared link (must not be sent on email or shared on a non-Shell approved FTP)
- Liaising with local business and arranging necessary logistics and planning for photography shoot days, including any props, models, make up, etc.
- Ensuring models have 3-year global usage license
- Project manager to report to Jo O'Leary (Creative Solutions Project Manager) Jo will be the main focal for the photography, but Kevin will be involved to assist with overview from the business, language and as an account manager. All photographers will liaise directly with Event Plus

Projects covered

- Two days photography for the Hydrogen story in Zhangjiakou
- One day photography covering the Mobility story in Nanjing
- One day photography covering the Baostell story in Shanghai

Deliverables

• To deliver a wide edit/selection of images from each photoshoot day (approx. 30 – 50/day). Images to be uploaded to the shared Media Manager link (approved Shell upload).

- Images will have basic retouch/colour balance and once final set approved, a final retouch can be completed
- All images to include the agreed metadata/caption information as per the 'Delivery Template'. Please see document for instructions.

Shell (Jo O'Leary) will be responsible for ensuring imagery is HSSE approved before delivery to the customer.

Delivery Timelines (Nanjing Mobility Shoot ONLY – others to be confirmed)

- 16th 20th May Mobility and Hydrogen photoshoot Event Plus
- 20th 24th May photographer wide edit and processing of images (basic) Event Plus
- 24th May (morning) Deliver wide selection of images Event Plus
- 24th & 25th May Edit and HSSE approvals Jo (Shell)
- 26th May (am) Deliver approved selection to Event Plus for final retouching Jo (Shell)
- 26th and 27th May Final retouching of all imagery Event Plus
- 30th May Final delivery to Shell Event Plus

ANNEX B - STATEMENT OF WORK PRICE

The following rates shall apply for the duration of the contract term.

- 1. Overall Principles
 - (a) All process and rates contained in this Annex shall be deemed to be fully inclusive of all costs, overheads and contributions to profit.
 - (b) All expenses (including travel expenses) will be chargeable and reimbursed at cost provided that COMPANY has pre-approved each such expense prior to it having been incurred and subject to submission of satisfactory evidence/receipts.
 - (c) Any third party cost must be pre-approved by COMPANY and re-charged to COMPANY at cost.
 - (d) The following representatives from CONTRACTOR shall provide the Services to COMPANY as outlined in this Statement of Work:

COMPANY and the CONTRACTOR agree to the following costs that will apply to this STATEMENT OF WORK:

Summary				
Items	Amount USD			
A Hydrogen -Zhangjiakou	11,398			
B Mobility -nanjing	4,633			
C Baostell - Shanghai	2,953			
D 2022 SEM Finale+B2B Forum - Shanghai	4,016			
Sub-total	23,000			
Tax (6%)	1,380			
Grand Total (USD)				
Grand Total (RMB)	156,032			

A Hydrogen -Zh	nangjiakou							
No.	Items	Descriptions	Days	Qty	Unit	Unit Price RMB	Unit Price USD	Amount USD
A-1	Photographer	8 hours/day, 2 day shooting,	2	1	pax/day	10,000	1,563	3,125
A-2	Assistant	8 hours/day, 2 day shooting	2	1	pax/day	1,500	234	469
A-3	Retoucher	basic retouch	2	1	pax/day	3,500	547	1,094
A-4	Aerial Photographer	8 hours/day , 1 day shooting	2	1	pax/day	6,000	938	1,875
A-5	Make Up		2	1	pax/day	1,500	234	469
A-6	Camera	Basic set, Canon ID Max, lens, etc	2	1	set/day	1,200	188	375
A-7	Lighting Equipment	1 Dhata sanahan 1 dasas	2	1	set	1,500	234	469
A-8	Site Check	1 Photographer, 1 drone photographer, 1 project manager, 1 day	1	1	lot	9,500	1,484	1,484
A-9	Allowance- Shooting Day	4 Pax (1 Photographer, 1 assistant, 1 drone photographer, 1 project manager)	3	4	pax/day	350	55	656
A-10	Allowance- Site check	1 Photographer, 1 drone photographer, 1 project manager	1	3	pax/day	350	55	164
A-11	Working car rental	3 days for shooting, 1 day for site check	4	1	day	800	125	500
A-12	Gas & toll fee		4	1	day	250	39	156
A-13	Hotel	2 nights for shooting, 4 pax	2	4	night	450	70	563
							Subtotal	11,398
B Mobility -nanj	ing							
No.	Items	Descriptions	Days	Qty	Unit	Unit Price RMB	Unit Price USD	Amount USD
B-1	Photographer	8 hours/day, 1 day shooting	1	1	pax/day	10,000	1,563	1,563
B-2	Retoucher	basic retouch	1	1	pax/day	3,500	547	547
B-3	Make Up		1	1	pax/day	1,500	234	234
B-4	Camera	Basic set, Canon ID Max, lens, etc	1	1	set/day	1,200	188	188
B-5	Lighting Equipment		1	1	set	1,500	234	234
B-6	Site Check	1 Photographer, 1 project manager, 1 day	1	1	lot	6,500	1,016	1,016
B-7	Allowance- Shooting Day	1 Photographer*1 day; 1 project manager * 2 days	1	3	pax/day	350	55	164
B-8	Allowance- Site check	1 Photographer, 1 project manager	1	2	pax/day	350	55	109
B-9	Working car rental	1 day shooting	1	1	day	800	125	125
B-10	Air Tickets	Project manager BJ- SH	2	1	trip	1,000	156	313
B-11	Hotel	Project manager, 1 night for shooting, 1 night site check	2	1	night	450	70	141
							Subtotal	4,633
C Baostell -Shan	ighai							
No.	Items	Descriptions	Days	Qty	Unit	Unit Price RMB	Unit Price USD	Amount USD
C-1	Photographer	8 hours/day, 1 day shooting	1	1	pax/day	5,000	781	781
C-2	Retoucher	basic retouch	1	1	pax/day	3,500	547	547
C-3	Make Up		1	1	pax/day	1,500	234	234
C-4	Site Check	1 photographer, 1 project manager, 1 day	1	1	lot	4,000	625	625
C-5	Camera	Basic set, Canon ID Max, lens, etc	1	1	set/day	1,200	188	188
C-6	Lighting Equipment	1 Dhata and 1 41 1 1 1	1	1	set	1,500	234	234
C-7	Allowance- Shooting Day	1 Photographer*1 day; 1 project manager * 1 days	1	2	pax/day	350	55	109
C-8	Allowance- Site check	1 Photographer, 1 project manager	1	2	pax/day	350	55	109
C-9	Working car rental	1 day shooting	1	1	day	800	125	125 2,953
D 2022 CEM F.	No P2P Forum Changhai			+	1		Subtotal	2,953
2022 SEM Fina	ale+B2B Forum - Shanghai							
No.	Items	Descriptions	Days	Qty	Unit	Unit Price RMB	Unit Price USD	Amount USD
D-1	Photographer	8 hours/day, 2 pax, event photographer	2	1	pax/day	5,000	781	1,563
D-2	Retoucher	basic retouch	2	1	pax/day	3,500	547	1,094
D-3	Camera	Basic set, Canon ID Max, lens, etc	2	1	set	1,200	188	375
D-4	Allowance- Shooting Day	1 Photographer*2 day; 1 project manager * 2 days	2	2	pax/day	350	55	219
D-4			-			1 000		625
	Air Tickets	Project manager BJ- SH	2	2	trip	1,000	156	625
D-5 D-6	Air Tickets Hotel	Project manager BJ- SH Project manager, 1 night / shooting	2	2	trip night	1,000 450	156 70	141
D-5								

INVOICING

Invoices and all supporting documentation shall be sent in PDF format to the following email address:

Email: GB03-Invoices@shell.com Invoices shall be addressed as follows: Entity: Shell International Limited Address: BUILDING A, CZERWONE MAKI STREET 85 30-392 KRAKOW

All invoices must be submitted by CONTRACTOR no later than 3 months after completion of Services.

Invoice shall be raised and paid in RMB

ANNEX C - PROJECT CHANGE NOTICE

THIS PROJECT CHANGE NOTICE ("PROJECT CHANGE NOTICE") is made on between:

[**INSERT CONTRACTOR NAME] (**CONTRACTOR**) and INSERT SHELL LEGAL ENTITY (**COMPANY**) and is issued under and subject to the terms and conditions of a Purchase Contract ("CONTRACT"), [**INSERT CONTRACT NO] entered into by COMPANY and CONTRACTOR and dated [**INSERT CONTRACT START DATE].

CAMPAIGN NAME	NAME	CAMPAIGN NUMBER	CPN:	
COMPANY Requester:	NAME	CONTRACTOR Originator:	NAME	
Date of Request:	DD MMM YYCC			
Change Required by:	DD MMM YYCC	Authorisation Required by:	DD MMM YYCC	
Description of Change	DETAIL OF REQUESTED CHANGE AND SERVICES			
Price & Currency	INSERT HERE			

COMPANY NOTICE

PLEASE INDICATE YOUR APPROVAL FOR CONTRACTOR TO COMMENCE THE WORK DESCRIBED TO IMPLEMENT

THE REQUESTED CHANGE.

COMPANY AUTHORISED REPRESENTATIVE (PROJECT MANAGER)	PRINTED NAME	DATE

- AUTHORISATION IS REQUIRED BY THE SPECIFIED DATE TO ENSURE DELIVERY IN THE REQUIRED TIMESCALE
- ALL PRICES ARE AS AGREED IN THE CONTRACT AND ARE EXCLUSIVE OF VAT
- WORK WILL BE INVOICED UPON AUTHORISATION TO PROCEED
- A VALID PURCHASE ORDER NUMBER MUST BE PROVIDED ON OR BEFORE THE AUTHORISATION DATE

SIGNED FOR AND ON BEHALF OF CONTRACTOR

NAME:	DATE:
POSITION:	SIGNATURE:

SIGNED FOR AND ON BEHALF OF COMPANY

NAME:	DATE:
POSITION:	SIGNATURE:

Submit

DocuSign

完成证书		
信封 ID: A052873213DE4F59BD19F6DEC7F	2EC3A	状态: 已完成
主题: Please DocuSign this document: Staten	nent of Work /CPN-3111/Event Plus	
源信封:		
文档页面: 11	签名: 2	信封组织人:
证书页面:5	首字母: 0	Anna Warzecha
自动导航: 已启用		Carel van Bylandtlaan 30
信封 ID 标记: 已启用		Den Haag, NL 2596 HR
时区: (UTC+01:00) 阿姆斯特丹、柏林、伯尔师	已、罗马、斯德哥尔摩、维也纳	anna.warzecha2@shell.com
		IP 地址: 77.67.87.177
记录跟踪		
状态: 原始	持有人: Anna Warzecha	位置: DocuSign
5 24, 2022 08:15	anna.warzecha2@shell.com	
签名者事件	签名	时间戳记
	DocuSigned by:	
Linda Wang Linda@eventplus.cn	N/12	已发送: 5 24, 2022 08:19
General Manager	F6AE51373E13405	已查看: 5 24, 2022 09:20
安全级别: 电子邮件, 帐户验证(无)		已签名: 5 24, 2022 10:35
	采用签名: 上传的签名图像	
	签署人链接已发送至 Linda@eventplus.cn 使用 IP 地址: 45.199.155.151	
电子记录和签名披露频率频率: 已接受: 5 24, 2022 09:20 ID: f049cd80-019f-4d74-8c82-3aef46d8c4 公司名称: Shell DocuSign 2.0 – Standard		
Kaori Ojeda	DocuSigned by:	已发送: 5 24, 2022 10:35
Kaori.Ojeda@shell.com	Kaori Ojeda 53956C937CE1480	已查看: 5 27, 2022 09:32
Global discipline lead - Design	539900337 CE 1480	已签名: 5 27, 2022 09:32
Shell DocuSign eSignature – Signing	采用签名: 预选样式	
安全级别: 电子邮件, 帐户验证(无)	签署人链接已发送至 Kaori.Ojeda@shell.com	
	使用 IP 地址: 81.104.132.82	
电子记录和签名披露频率频率: 已接受: 1 27, 2022 09:20 ID: a8815847-12b7-4e87-bd48-a66edd2a 公司名称: Shell DocuSign 2.0 – Standard		
亲自签名者事件	签名	时间戳记
编辑者传送事件	状态	时间戳记
代理传送事件	状态	时间戳记
中间传送事件	状态	时间戳记

时间戳记

状态

已认证传送事件

副本抄送事件	状态	时间戳记
Jo O'Leary Jo.OLeary@shell.com 安全级别: 电子邮件, 帐户验证(无) 电子记录和签名披露频率频率: 非 DocuSign 功能	已复制	已发送: 5 27, 2022 09:32
见证事件	签名	时间戳记
公证人事件	签名	时间戳记
信封摘要事件	状态	时间戳
信封已发送	已哈希/加密	5 24, 2022 08:19
已认证已传送	安全性已检查	5 27, 2022 09:32
签名完成	安全性已检查	5 27, 2022 09:32
已完成	安全性已检查	5 27, 2022 09:32
付款事件	状态	时间戳
电子记录和签名披露频率频率		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Shell DocuSign 2.0 – Standard Electronic Signature (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Shell DocuSign 2.0 – Standard Electronic Signature:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows: To contact us by email send messages to: alexander.swinkels@shell.com

To advise Shell DocuSign 2.0 – Standard Electronic Signature of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alexander.swinkels@shell.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Shell DocuSign 2.0 – Standard Electronic Signature

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alexander.swinkels@shell.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Shell DocuSign 2.0 – Standard Electronic Signature

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to alexander.swinkels@shell.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <u>https://support.docusign.com/guides/signer-guide-signing-system-requirements</u>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Shell DocuSign 2.0 Standard Electronic Signature as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Shell DocuSign 2.0 – Standard Electronic Signature during the course of your relationship with Shell DocuSign 2.0 – Standard Electronic Signature.