

Date: 17 December 2021	Statement of Work No. 1	
CONFIDENTIAL		

OLIVER

Statement of Work No: 1

Statement of Work Name: 2022 SOW

1.	Parties:	<p>ACRISURE, LLC, a company organized in the State of Michigan whose principal place of business is located at 100 Ottawa Ave SW, Grand Rapids, MI 49503 ("Client"),</p> <p>IIG Inc. a company registered in Delaware with a principal place of business at 55 Broad Street, New York, New York, 10004, USA ("Agency").</p>
2.	Terms:	<p>This Statement of Work for Services relates to the Master Agreement between Client and OML INC. DBA OLIVER with an effective date of November 1st 2021 ("Agreement"). Pursuant to the Agreement, Agency has agreed to provide certain Services and/or Deliverables to Client in accordance with written Statements of Work, such as this one, entered into from time to time.</p> <p>This document constitutes a Statement of Work for Services under the Agreement and this Statement of Work and the provision of the Services and/or Deliverables set out herein are subject to and hereby incorporate the terms and conditions of the Agreement.</p> <p>Where a term of this Statement of Work conflicts with a term of the Agreement, the term of the Agreement shall prevail to the extent of the inconsistency, except to the extent that this Statement of Work expressly and specifically states an intention to supersede the Agreement.</p>
3.	SoW Start Date:	January 3 rd 2022
4.	SoW Term:	The period of time commencing on the SoW Start Date and ending on December 31 st 2022
5.	Duration:	This Statement of Work shall commence on the SoW Start Date, notwithstanding that it may be executed after that date, and shall continue for the SOW Term, unless terminated earlier in accordance with its terms.
6.	Services:	<ol style="list-style-type: none"> The Services set out in this Statement of Work are Core Services. During the SoW Term, the Agency shall provide the following Services with the current assigned team: <ol style="list-style-type: none"> copywriting project management offline asset production (out of home, print, brochures) online asset production (website, banners, email templates etc.) digital design creative adaptation technology (OMG, content tools, etc.) design-origination
7.	Fees:	<p>The Fees for this Statement of Work shall be calculated on the following basis:</p> <p>Implementation Fees: The Agency will invoice USD \$48,750 in advance which, shall be payable within forty-five (45) days of presentation of the invoice to Client.</p> <p>Technology configuration and setup Fees: the Agency will invoice USD \$30,550 which, shall be payable within forty-five (45) days of presentation of the invoice to Client.</p>

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Technology Fees: The Agency will invoice USD \$66,300 on the SoW Start Date for the first SoW Year's subscription to OMG and set-up. The Agency will invoice USD \$66,300 for the technology fees for each subsequent SoW Year's subscription, if applicable, for OMG 30 days prior to the commencement of such subsequent SoW Year.

Core Service Fees: The Agency will invoice USD \$86,625 monthly at the 1st of the month during the SoW Term. The Core Services are provided as a managed service. Therefore, subject to paragraph 3 below, the Core Service Fees are inclusive of all costs associated with the provision of the Core Services, including (i) all costs associated with the Agency's personnel; (ii) all IT hardware, software and computer peripherals and telecommunications equipment to be used by such personnel; (iii) the resource management tool used by the Agency; and (iv) all of the Agency's business overheads.

The Fees above are fixed. The Agency may, however, increase the Core Service Fees and the technology Fees on an annual basis with effect from each anniversary of the SoW Start Date in line with clause 7 of the Agreement + 1% for technology refresh. The first such increase shall take effect at the beginning of the second SoW Year, if applicable.

In addition to the Fees set out above, the Client shall reimburse to the Agency all out-of-pocket expenses reasonably incurred by the Agency in connection with the Services, provided that such expenses have been approved in advance in writing by the Client and that the Agency, such expenses are billed at cost, and Agency provides reasonable supporting information in respect of such expenses.

Invoices for this Statement of Work shall be issued in [USD].

This Statement of Work has been entered into on the date that the last party signs, as set out below.

SIGNED for and on behalf of
Acrisure, LLC

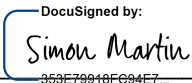
Signature: 

Print Name: Sozon Vatikiotis

Title: Chief Operating Officer

Date: 1/20/2021

SIGNED for and on behalf of
IIG Inc.

Signature: 

Print Name: Simon Martin

Title: FOUNDER AND CHIEF EXECUTIVE

Date: 21-Jan-2022 | 4:49 AM EST