

## TEMPLATE - STATEMENT OF WORK (SOW)

1. **Date:** [DAY MONTH YEAR]
2. **SOW Provisions:**  
The Parties agree that:
  - 2.1 This SOW forms part of the Master Services Agreement between [COMPANY NAME] ("**Admiral Digital**") and [COMPANY NAME] ("**Client**") (the "**Agreement**").
  - 2.2 The terms and conditions of the Agreement apply to this SOW.
  - 2.3 The Agreement and this SOW shall be read and construed as one document. In the event of any conflicts or inconsistencies between the Agreement and this SOW, the Agreement shall prevail to the extent of such conflicts or inconsistencies.
  - 2.4 Unless otherwise defined in this SOW, terms used in this SOW shall have the meaning given to them in the Agreement.

3. **Term:**  
Admiral Digital shall commence providing the Services under this SOW from [DAY MONTH YEAR] (the "**Commencement Date**") and shall continue until [DAY MONTH YEAR] (the "**Completion Date**").

The implementation timeline for the Services shall be [NUMBER] months, unless agreed otherwise between the Parties prior to commencing work.

- [INSERT TIMELINE]

Deliveries and requests from both Parties shall fall within deadlines agreed in writing between the Parties.

The Parties shall work together to ensure the Services are in operational condition, meet specified requirements and are delivered within agreed deployment dates.

Admiral Digital will set up weekly calls with Client to run through the planning and progress.

4. **Services:**  
Admiral Digital shall provide the following for Client under this SOW ("**Project**"):

Services:

- [INSERT DESCRIPTION OF SERVICES]

Deliverables:

- [INSERT DESCRIPTION OF DELIVERABLES]

Acceptance Protocol:

Client will be required to accept any items delivered by Admiral Digital under the Services ("**Acceptance Item**"). Client shall be entitled to one (1) round of amendments for each Acceptance Item. Client shall be deemed to have accepted the completed Acceptance Item if Admiral Digital does not receive a response (either by notice in writing of acceptance or comments, or any requests for an amendment) within three (3) business days from the time such Acceptance Item was provided to Client. Client's acceptance of the completed Acceptance Item means that the Acceptance Item is complete, and no further amendments are necessary.

Incident Avoidance:

The Parties shall work together to adhere to issue avoidance policies including but not limited to:

- No tactical campaign setups on close to weekends or holidays;
- No deployments close to weekends or holidays; and
- QC and testing pre-campaign deployment.

#### Incident Resolution:

The Parties shall work together to adhere to incident resolution times (Service Level Agreement or SLA) as follows:

- Within twenty-four (24) hours, Monday to Sunday, 7am-11pm GMT+8 (extended hours) – for issues classified as high priority – limited to issues that impact a large portion of users.
- Within two (2) working days, Monday to Friday, 9am-6pm GMT+8 (working hours) – for issues classified as medium priority – limited to issues that impact a small portion of users.
- Within five (5) working days, Monday to Friday, 9am-6pm GMT+8 (working hours) – for issues classified as low priority – limited to change requests and additional features or updates.

#### 5. **Inputs:**

Client shall be required to provide any inputs which Admiral Digital reasonably requests from Client at the relevant time reasonably determined by Admiral Digital.

#### 6. **Fees:**

The total fees payable for this SOW shall be [INSERT FEES]. The breakdown of fees shall be as follows:

- [INSERT FEES PAYABLE]

#### 7. **Media Budgets** (if applicable):

Client shall be required to provide any planned digital advertising media budget (“**Media Budget**”) to Admiral Digital prior to the Project commencing.

Admiral Digital shall support Client with setting up media accounts with 3rd party digital advertising media platforms, for example Google. Admiral Digital shall work in the media accounts provided by Client. Client shall be responsible for direct payment of any costs for Media Budgets and any applicable taxes which may be imposed or payable under applicable law.

#### 8. **Invoicing Schedule:**

The invoice schedule for the Services shall be as follows:

- [INSERT INVOICE SCHEDULE]

Admiral Digital shall send to Client the first (1st) invoice for the Services on the Commencement Date. Subsequent invoices shall be sent to Client on the first (1st) day of each month.

Notwithstanding anything to the contrary under the Agreement, invoices for the Services shall be due by Client within thirty (30) calendar days.

All fees quoted shall be exclusive of all service taxes, goods and services taxes and other value added taxes (if applicable) (collectively “**VAT**”) and withholding tax (“**WHT**”) which may be imposed or payable under applicable law.

Client shall be responsible for bank charges, fees, duties, or other transactional costs arising from payments by Client to Admiral Digital.

Client shall be responsible for payment of any 3rd party costs for subscription services and/or product licenses and/or stock image licenses and any applicable VAT or withholding tax which may be imposed or payable under applicable law.

All fees quoted shall be exclusive of expenses. Any applicable expenses shall be agreed in advance and in writing between the Parties.

Admiral Digital shall not be obliged to perform any work beyond the Services under this SOW. Any work performed beyond the Services under this SOW shall be agreed in advance and in writing between the Parties and shall be billed on a time and resources basis.

9. **Rate Card:**

Any work under this SOW shall be billed on a time and task basis as follows:

<b>Task Code</b>	<b>Task Description</b>	<b>Daily Rate</b>	<b>Comments</b>
[INSERT CODE]	[INSERT TASK]	[INSERT DAY RATE]	

10. **Termination:**

Notwithstanding anything to the contrary under the Agreement, this SOW shall terminate upon the Completion Date.

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**IN WITNESS WHEREOF**, the Parties hereto have executed this SOW on the date stated at the beginning of it.

Signed by: )  
Designation: )  
for and on behalf of )  
**Client** )

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Signed by )  
Designation: )  
for and on behalf of )  
**Admiral Digital** )

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## TEMPLATE - QUOTE

Admiral Digital  
[COMPANY ADDRESS]

Company Number: [INSERT NUMBER]

[DAY MONTH YEAR]  
[QUOTE NUMBER]  
[QUOTE EXPIRY DATE]

[COMPANY NAME]  
[COMPANY ADDRESS]

### [PROJECT NAME]

STATEMENT OF WORK: SOW #

Admiral Digital shall commence providing the Services from [DAY MONTH YEAR] (the "**Commencement Date**") and shall continue until [DAY MONTH YEAR // a Party provides written notice as required under the Agreement of its intent to terminate this SOW] (the "**Completion Date**"), unless agreed otherwise in writing between the Parties.

The implementation timeline and invoicing schedule for the Services shall be in line with the attached Proposal, unless agreed otherwise in writing between the Parties.

Invoices shall be sent [upfront upon commencement of work // on the first (1st) day of each month // on the last working day of each month].

Payment for the Services shall be due by Client within [NUMBER] calendar days from the invoice date.

Item	Description	Quantity	Unit Price	Amount
	[INSERT]			
	[INSERT]			
			Subtotal	0.00
			<b>TOTAL</b>	<b>0.00</b>

**AGREED AND ACCEPTED BY :**

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**Name :**  
**Designation :**  
**Date :**

## TERMS :

### PROVISIONS :

1. This quote shall be read in line with the attached Proposal which provides additional details on the Services.
2. This quote shall be read in line with the general terms and conditions under the master services agreement ("Agreement") either stated on Admiral Digital's website or signed between the Parties.
3. All terms, conditions and provisions of the Agreement apply to this quote.
4. This quote shall be read and construed as a Statement Of Work ("SOW").
5. The Agreement and this quote shall be read and construed as one document.
6. In the event of any conflicts or inconsistencies between the Agreement and this quote, this quote shall prevail to the extent of such conflicts or inconsistencies.
7. Unless otherwise defined in this quote, terms used in this quote shall have the meaning given to them in the Agreement.

### PAYMENTS :

8. All fees quoted shall be exclusive of all service taxes, goods and services taxes and other value added taxes (if applicable) (collectively "VAT") and withholding tax ("WHT") which may be imposed or payable under applicable law.
9. Client shall be responsible for bank charges, fees, duties or other transactional costs arising from payments to Admiral Digital.
10. All fees quoted shall be exclusive of expenses and 3rd party costs (e.g. for subscription services and/or product licenses and/or stock image licenses). Any applicable expenses or 3rd party costs shall be agreed in advance and in writing between the Parties.
11. Any work performed beyond the Services under this quote shall be agreed in advance and in writing between the Parties and shall be billed on a time, task and resources basis.

### SERVICES :

12. Client shall be required to provide any inputs which Admiral Digital reasonably requests from Client.
13. Deliveries and requests from both Parties shall fall within deadlines agreed in advance and in writing between the Parties. The Parties shall work together to ensure the Services are in operational condition, meet specified requirements and are delivered within agreed deadlines.
14. Client shall be required to accept any item delivered under the Services ("Acceptance Item") which Admiral Digital reasonably requests for Client's acceptance.
15. Client shall be entitled to 1 round of amendments to each Acceptance Item.
16. Client shall be deemed to have accepted the Acceptance Item if Admiral Digital does not receive a written response (either by notice in writing of acceptance or comments, or any requests for an amendment) within 3 business days from the time such Acceptance Item was provided to Client.
17. Client's acceptance of the Acceptance Item means that the Acceptance Item is complete, and no further amendments are necessary.

### QUOTE ACCEPTANCE :

18. Client's acceptance of this quote shall mean the Proposal, the Agreement and this quote is final and accepted.
19. Client shall be deemed to have accepted this quote if Admiral Digital receives either acceptance via signing the quote or notice in writing of acceptance via email on or before the Expiry Date of the quote.
20. The accepted quote shall be considered an executed counterpart of the Agreement.