

SCHEDULE A - STATEMENT OF WORK - FIXED PRICE WEBSITE STRATEGY FOR HAYWOOD COUNTY TOURISM DEVELOPMENT AUTHORITY (HCTDA)

This Statement of Work (the "SOW") is issued under and subject to the conditions of the Master Service Agreement (the "MSA") which was executed on _____, 2025 between Haywood County Tourism Development Authority (HCTDA) (the "Client") and One Net Capital Inc. ("One Net"). Unless otherwise defined, the terms used in this SOW have the same meaning as in the MSA. In the event of a conflict between the Master Service Agreement and this SOW, this SOW will prevail.

1. SERVICES

The services to be provided by One Net pertain to planning, writing and designing a new website for Client. Specifically, this Statement of Work covers Website Strategy (the "Project") as defined by a set of Milestones listed below.

All Services will be performed using software and hosting accounts owned by One Net. Examples include; Figma, Webflow, Wix, Netlify, WPEngine, Vimeo and Google Drive. Subject to the MSA and once approved, all work will be transferred to the Clients account(s). The Client will not incur any expenses or charges related to these accounts.

2. PROCESS

By engaging One Net the Client agrees to follow a defined website creation process that has been refined over the course of 10 years. One Net's process was incorporated into the proposal which can be viewed here:

https://www.canva.com/design/DAGt7okqATQ/PEG8RdcZiSi_iUO14nhx0g/view?

3. STATEMENT OF MUTUAL UNDERSTANDING

The first part of our website creation process is referred to as Website Strategy which has four sequential steps as follows.

- Research & Visions
- Information Architecture
- UX & Creative Concept
- Technical Scoping

The above steps are detailed in the proposal link above. A separate Schedule B SOW will be executed to cover Website Execution.

Each step must be approved by the client before One Net will move to the next step. The Client has multiple decision makers and One Net will accept approvals from any of the decision markers listed in 7(C). Post approval change requests will be billed at Agency Rate.

The Schedule A SOW is fixed price. After the Schedule A SOW is complete, we'll know the size and scope of the website, and the complexity of the content migration. At this point we will refine our estimate (reference proposal link above) into a final budget for Schedule B.

4. MILESTONES

The milestones for this Project, and associated invoices are outlined below. At the end of each Milestone is a deliverable. To prevent inefficient use of budget, One Net must receive clear written approval (email to suffice) from Client on each deliverable before moving to the next Milestone.

Research & Vision

Asset gathering	Collect anything and everything about the product or service and brand
Kick off calls	This call features a walkthrough of the sales pitch from your team
Interviews: Stakeholder	This will give us a deep understanding of the basics first, then give an opportunity for any clarification from the source
Analytics & Research	This includes reviewing Google Analytics 4 and funnel data from your current sites
Content Audit	A comprehensive content audit to assess content that we should retain and relocate

Deliverable

Vision document (Canva)

Information Architecture

Information Architecture

Sitemap and information architecture for the website. Retaining SEO / GEO traffic while improving UX. A sitemap is created in this step

Wireframe Design

Design wireframe with desired aesthetics, and conduct user testing before we start unique page designs

Deliverable

Mindmeister link

UX & Creative Concept

Refactoring Existing Copy

Refine / refactor existing copy for the Homepage

Homepage Design

2 full fidelity homepage designs from the approved wireframe with a brief round of user testing

Deliverable

Figma link

Technical Scoping

API mapping

Identify third party APIs that we need to retrieve data from (eg, Google Places, Crowdriff, Viator) and map the fields to the Sanity database

Web service mapping

Identify third party software services that we need to integrate with (eg, CRM, cookie consent, Google Tag Manager) and document in Notion

WordPress database mapping

Review WordPress database schema to map post types to new document types in Sanity. Assess feasibility of an automated content import

CMS data modelling

Model the Sanity database schema to ensure correct document structure, categorization and tagging

Deliverable

Notion link

5. SUPPORTING SERVICES

Inclusive in this SOW are supporting services which will be used to complete the Milestones above. The supporting services are:

Producer	Dedicated Producer in charge of all project management, scheduling, seeking approvals and Client communications.
Flex Time	10 hours of design and copy revisions are included in this SOW. The Client can apply these hours at any point in the Project. Unused Flex time is not credited. Additional hours are available at Agency Rate.

6. FEES & EXPENSES

Fees:

The Client will pay One Net a flat fee of \$15,000 USD to deliver all milestones listed above.

Expenses:

The Client will pay One Net for all pre-approved expenses in addition to the fees. Expenses may include: out-of-scope travel costs, licenses, creative asset purchases, stock photo and image fees, web hosting, domain registration, media costs, SSL certificates, server hardware, and third party services. If One Net needs to incur an expense related to the Services, it will first seek written permission from the Client (email to suffice). Verbal approval is not sufficient. Pre-approved expenses will be included in monthly invoices and will include appropriate documentation in support.

7. CLIENT OBLIGATIONS

In order for One Net to perform the Services in an efficient manner, without incurring out-of-scope charges, the Client should commit and comply with all of the following:

- A. Provide clear change requests. After each deliverable the Client is provided an opportunity to provide change requests. It's not expected that the Client is an expert in writing creative briefs which is why a dedicated Producer is assigned to your account. We are accustomed to receiving verbal change requests, simple bulleted lists in Slack and scribbles on a whiteboard. That said, the more clear you can be with your change requests, the less time we'll need to spend defining your request which will inherently keep costs down.

At a bare minimum, your designated producer will need the following information for each change request:

- i. An example of what you're trying to achieve. Even if it's out of industry. Links and pictures are great.
 - ii. Time constraints or a deadline.
 - iii. Problem statement. Example 1, *our current landing page has a poor conversion rate of 1.2% and we need to get this above 4%*. Example 2, *we don't know who our customer avatar is, nor how to message them effectively*.
 - iv. Context as to how the request fits into a larger strategy or deliverable. Example 1, *we need a pitch deck to close a series A round*. Example 2, *we need an explainer video for our landing page that we can cut down to 15 second ads for YouTube*.
 - v. Mandatories such as file format, size, brand elements, trademarks or legal language.
- B. Provide change requests in one document. Project management time used to sort, consolidate and clarify change requests will be billed at Agency Rate. We recommend consolidating change requests into a single document, or interface, to minimize billable hours for project management. One Net will provide the Client with clear instructions for providing consolidated change requests for each deliverable.
- C. Define who can approve One Net deliverables such as design, technology, and budget decisions.

Primary decision maker:

Name	Corrina Ruffieux
Email	corrina@visithaywood.com
Phone	860-287-0199
Title	Executive Director

Additional decision maker:

Name	Ashley Rice
Email	ashley@visithaywood.com
Phone	828-400-3385
Title	Marketing Manager

Additional decision maker:

Name	Amie Newsome
Email	amie@visithaywood.com
Phone	336-749-9126
Title	Content Manager

Additional decision maker:

Name	Alycin Ray
Email	alycin@visithaywood.com
Phone	828-582-7648
Title	Marketing Coordinator

- D. Be expeditious in responding to One Net questions, interview requests and requests for company and product information, reviewing deliverables, and providing brand and sales assets (including but not limited to team photos, product images, interface designs, testimonials, sales presentations, press releases, case studies, and domains).
- E. Understand that delayed communications, responses and decisions will lead to delays in any timelines set within the context of this Project.

- F. Commit to having decision makers present for all presentation calls. We will record calls and deliver video recordings; however, live discussions are always preferred.
- G. Abstain from using One Net's interfaces (eg, Google Docs, Figma, Slack channel, etc) as internal debate forums. Doing so distracts our team and leads to unnecessary project management hours to separate conjecture from action (change requests)
- H. Complying with any other requests from One Net around instructions and reviews throughout the term of this SOW to allow One Net to perform the Services efficiently and on a cost effective basis.
- I. Avoid introducing new decision makers mid Project. Doing so tends to change business objectives which leads to reversed approvals and an increase in hours (cost).
- J. Adhering to approvals. When working within a predefined process (eg, One Net's website creation process). Change requests by Client after a milestone has been approved will be accommodated but does result in unnecessary work and an increase in hours (cost).
- K. We prefer Slack over email as a primary communication tool and within Slack we prefer communicating in the open Slack channel opposed to direct messages. When multiple team members are involved, communications can become confusing and obfuscated when conversations occur via direct messages. Please communicate openly in the shared Slack channel for all stakeholders and One Net team members to see.

Subsections (A) through (K) above are collectively the **"Client Obligations"**. These Client Obligations are not mandatory; however, adhering to these obligations will ensure money is not wasted on unnecessary Services at the Agency Rate.

By initialing the Client understands that deviations from these Client Obligations will result in unnecessary hours and costs

8. ONE NET OBLIGATIONS

The following are obligations from One Net to the Client. One Net will:

- A. Lead all projects with expertise and best practices with personnel knowledgeable about the Services who are under appropriate supervision
- B. Route all communications related to the Services to the Client's decision makers defined in section 7(C).

- C. Communicate clearly, and well in advance, blocker and dependencies that could result in Milestones or deadlines not being met. A blocker is when a Client is preventing One Net from moving forward on a task. An example of a blocker is a login or a design approval.
- D. Deliver Services in accordance with any timelines, subject to Client meeting the Client Obligations

9. FEE PAYMENT SCHEDULE

In exchange for the Services the Client will pay Fees in accordance with the following schedule:

PAYMENT #	FEE	FOR	INVOICE TRIGGER
1	\$3,000 USD	20% Deposit	Execution of this SOW
2	\$3,000 USD	Research & Vision	Delivery of Research & Vision Canva
3	\$3,000 USD	Information Architecture	Delivery of Mindmeister link
4	\$3,000 USD	UX & Creative Concept	Delivery of UX & Creative Concept Figma
5	\$3,000 USD	Technical Scoping	Completion of Technical Scoping

* Assumes no pre-approved expenses, no post-approval change requests and no out-of-scope service requests.

10. INVOICING & PAYMENT

Fees related to this SOW will be invoiced based on the Fee Payment Schedule above.

Pre-approved out-of-scope services and pre-approved expenses will be added to the final invoice for this SOW. After payment #1, the Client will pay invoices within 15 days of invoice issue date. Pursuant to the MSA interest on late payment will be applied to subsequent invoice(s).

US Clients must submit invoice payments via ACH transfer. ACH transfer instructions will be included in each invoice.

Questions regarding the above payment methods should be sent to: ap@onenetinc.com

11. PRODUCER

Client will be assigned a designated Producer upon execution of this SOW. All Producers are employees at One Net. Your designated Producer will be responsible for:

- A. All Client communications including meeting and calendar invites;
- B. Requirements & info gathering from the Client;
- C. Facilitating & gathering Client feedback and review;
- D. Task delegation to the One Net team;
- E. Notifications & progress reports to the Client;
- F. Soliciting written pre-approval for Project expenses;
- G. Estimating and soliciting written approvals for additional services beyond the scope of this agreement; and
- H. Obtaining written approval for all Project deliverables. For example, design approvals.

12. AGENCY RATE

All work requested by the Client outside of the Milestones listed above is considered out-of-scope and the Client will be billed at an agency rate of \$155 USD per hour for out-of-scope work. All out-of-scope work must be pre-approved by the Client in writing (email to suffice). One Net will invoice for all out-of-scope work on a monthly basis separate from the Fee Payment Schedule above.

13. ADDITIONAL PRESENTATIONS

Included in this SOW are two presentations. One for Vision and a second for Concept. Presentations are well rehearsed, deliver deep research and rationale and are delivered by senior staff members.

If the client requests additional presentations a fixed fee of \$600 per presentation will be added to payment #3. To avoid unnecessary presentations, One Net strongly recommends that all stakeholders and decision makers attend the two presentations included in this SOW. All presentations are recorded and presentation material is delivered to the Client shortly after each presentation.

14. START DATE & TIMELINE

The Services will be provided on the following timelines:

Project Start Date:

The Services will start on the date that payment #1 is received. This SOW must be signed before the Project will start.

Project Timeline:

The estimated project timeline for this SOW is 8 weeks from the project start date assuming Client is available for Zoom interviews and meetings.

Important Note:

Most Project delays are due to multiple rounds of change requests or slow Client feedback and decisions regarding approvals on deliverables. This is especially true after the homepage concepts are delivered and executive inputs are required. To keep the Project on track the Client should comply with the Client Obligations outlined above.

By initialing here, the Client understands the potential impact on the project timeline.

15. COMMUNICATION PREFERENCES

Most Project delays are due to slow response and decision times from our Clients. Our Clients appreciate the polite persistence of our Producers. Some Clients like us to be more assertive than others. Please let us know the level of communications and follow up you'd like to see from your designated Producer:

- ☐ Butterfly : gentle reminders once per week.
- ☐ House cat : like polite spam. Every other day.
- ☐ Bulldog : multiple times per day. We won't stop until we get an answer.

16. SERVICE UNAVAILABILITY

The One Net office is closed on all Canadian statutory holidays. The One Net office is also closed from December 23, 2025 to January 02, 2026. Services will be unavailable during office closure.

17. EXPIRATION OF SOW

Once all Milestones listed above have been delivered to the Client, this Project will be considered complete and this SOW will be expired.

18. EARLY TERMINATION

Early Termination By Client:

Client may terminate this SOW under the following conditions:

- A. Client first provides 60 calendar days written notice (email to suffice) to One Net of intent to terminate this SOW; and
- B. Client pays One Net's fees prorated based on the One Net's reasonable estimation of percentage of work completed. This clause shall not entitle the Client to a refund of any payment already made to One Net.

Early Termination By One Net:

One Net may terminate this SOW prior to the Services End Date under the following conditions:

- A. One Net first provides 60 calendar days written notice (email to suffice) to Client; or
- B. Implementing the No Response Termination defined in clause 19 below.

Written notice of termination (email to suffice) must be addressed to:

If to One Net:

Name	Dylan Touhey
Email	dylan@onenetinc.com

If to Client:

Name	Corrina Ruffieux
Email	corrina@visithaywood.com

Termination of this SOW does not constitute termination of the Master Service Agreement.

19. NO RESPONSE TERMINATION

Barring natural disasters, or state of emergency, if the Client is not responsive after 14 calendar days, the following No Response Termination protocol will go into effect.

- A. If Client has not responded within 7 days of the last contact request by One Net, then the designated producer will email, phone and Slack message every decision maker listed in 7(C) to inform that the No Response Termination Protocol has been initiated.

- B. If One Net does not receive a response to (A) within 7 calendar days, One Net will send a second wave of email, phone and Slack messages to all decision makers listed in 7(C) to inform them that SOW is in risk of being terminated.
- C. If One Net does not receive a response to (B) within 7 days, One Net will terminate the SOW.

In the event the Client requests to reengage One Net after a No Response Termination, One Net reserves the right to reject a reengagement. Should One Net decide to reengage a new SOW will be created the Client may be charged a project reinitiation fee.

The above Protocol ensures the Client remains responsive and committed to the completion of this SOW the subsequent SOWS to follow.

20. SIGNATURES

We look forward to another client success story!

**HAYWOOD COUNTY TOURISM DEVELOPMENT
AUTHORITY (HCTDA)**

Per:

Printed: Corrina Ruffieux

Title: Executive Director

Date:

ONE NET CAPITAL INC.

Per:

Printed: Dylan Touhey

Title: CMO / Principal

Date: