

# SCHEDULE D - STATEMENT OF WORK - GROWTH RETAINER FOR HAYWOOD COUNTY TOURISM DEVELOPMENT AUTHORITY (HCTDA)

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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 September 25, 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. GROWTH RETAINER SERVICES

Notwithstanding anything to the contrary in the MSA, including references to a "Project", One Net will reserve 34 service hours each month for the Client (the "Growth Retainer Services").

The Growth Retainer Services to be provided by One Net pertain to digital marketing services including; copywriting, web design, web development, creative design, ad creative, SEO, GEO, media buying (ad campaign management), marketing automation, analytics and tech consulting. The Growth Retainer also includes a maintenance SLA.

To see all benefits of One Net's growth retainers please click here:

<https://www.canva.com/design/DAGyzYcHnbw/MbztYRI54nobWBv1hP1cLA/view>

The Client may request more hours than the Growth Retainer Hours selected above; however, agency capacity might not be available for additional hours beyond the Growth Retainer hours.

All service work will be performed in software and hosting accounts owned by One Net. Examples include, Figma, Webflow, Wix, Netlify, WP Engine, Vimeo and Google Drive. Subject to the MSA and once approved, all work will be transferred to the Client's account(s).

## 2. PROCESS FOR REQUESTING RETAINER SERVICES

The Growth Retainer includes proactive services including monthly SEO / GEO report and website maintenance. The Client may request additional services to utilize hours within the Growth Retainer:

For services unrelated to the SLA:

1. Client should email, Slack or video conference with the designated One Net Producer to communicate the requested services, including any particular deliverables, requirements, and timelines.
2. One Net Producer will prepare and deliver an estimate for the requested Services to the Client via a Google Sheet.
3. Client approves the estimate in writing (email or Slack to suffice).
4. Once the estimate is approved by the Client, the Producer will action the Services with the relevant members of the One Net team.

For all approved estimates, The Producer will make a timeline and communicate deliverables to the Client. The Producer will continue to guide the Client through all work in the approved estimate. This includes requesting logins, brand assets, and booking video calls along the way.

For support tickets related to the Maintenance SLA:

1. Client should complete a ticket form. A link will be provided after this SOW is signed
2. Respond to One Net's clarifying questions via emails, Slack or video conference

### 3. RETAINER FEES, AGENCY RATE & EXPENSES

#### **Retainer Fees:**

Retainer Services for this SOW will be billed via a monthly retainer fee of \$5,000 USD per month beginning on the date of the website launch. If the website launch occurs mid month, the retainer fees for the launch month will be pro-rated.

Under this Growth Retainer agreement One Net is guaranteeing service hours to the Client each month. Unused hours can be rolled into the next month but no further. For example, if the Client has 10 unused hours in May, they can roll the 10 hours into June but not into July. If the Client has no tasks for One Net to complete, your Producer will make recommendations to ensure the full retainer hours are consumed efficiently. Typically, this is done by reviewing analytics and ad campaigns and making proactive recommendations for SEO, GEO and conversion rate improvements (CRO).

#### **Agency Rate:**

The Client will pay One Net's Agency Rate a rate of \$155 USD per hour for all Services related to this SOW.

**Expenses:**

The Client will pay One Net for all pre-approved expenses in addition to the fees. Expenses may include: 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. Expenses incurred in USD will use mid-market currency conversion rates via wise.com at the purchase date.

## 4. INVOICING & PAYMENT

One Net will invoice the Client for reserved retainer fees on a pre-paid monthly basis. Invoices will be sent 15 days prior to the beginning of each month.

Approved expenses and additional hours beyond the reserved retainer will be invoiced at month end. The invoicing period includes the 1st day of a month, to and including the last day of that month. Additional approved hours beyond the retainer will be added to each invoice as a separate row.

The Client will pay invoices within 30 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 or credit card. ACH transfer instructions will be included in each invoice. If paying by credit card a 3% transaction fee will be added to the invoice total.

Questions regarding the above payment methods should be sent to: [ap@onenetinc.com](mailto:ap@onenetinc.com)

## 5. CLIENT OBLIGATIONS

In order for One Net to perform the Services in an efficient and cost-effective manner, the Client should commit and comply with all of the following:

- A. Provide clear requests. It's not expected that the Client is an expert in writing media plans or creative briefs which is why a dedicated Account Manager and a Producer is assigned to your account. We are accustomed to receiving verbal briefs or simple bulleted lists in Slack. That said, the more clear you can be with your requests, the less time we'll need to spend defining your request which will inherently keep hours and costs down.

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

Service 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 2.8% and we need to get this above 5%*. 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 from a single point of contact as defined below. 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. The dedicated Producer 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 Diehl
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 the hourly Services.
- 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-oriented 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 do 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 message. 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.



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

## 6. 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.
- B. Route all communications related to the Services to the Client Contact defined in section 4(C).

- C. Communicate clearly, and well in advance, blocker and dependencies that could result in Service delays 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. Perform the Services under the general direction of Client, but One Net will determine, in One Net's sole discretion, the manner and means by which the Services are accomplished.

## 7. COMMUNICATING HOURS

We operate with full transparency. When a request comes in from the Client we will scope the task and provide an estimate to complete. For approved tasks, the Producer will notify the Client when the allotted monthly hours in this SOW are close to being exhausted. At this point, the Client can approve additional hours, or pause the task until the guaranteed hours reset on the first of the subsequent month.

One Net also offers weekly hour reports delivered via email format. Some clients appreciate these reports while others simply want notification when a task is encroaching on the estimated hours.

Yes, please email weekly hours reports to:

## 8. INVOICING & PAYMENT

One Net will invoice the Client for fees and expenses on a monthly basis after Services are performed. The invoicing period includes the 1st day of a month, to and including the last day of that month. Additional approved hours beyond the retainer will be added to each invoice as a separate row.

The Client will pay invoices within 30 days of invoice issue date. Pursuant to the MSA interest on late payment will be applied to subsequent invoice(s).

Canadian Clients may request invoices in Canadian Dollars (CAD) in which case the USD invoice amount will be converted to CAD using a mid-market exchange rate at the invoice creation date. Specifically One Net will use the mid-market rate published at wise.com.

US Clients must submit invoice payments via ACH transfer or credit card. ACH transfer instructions will be included in each invoice. If paying by credit card a 3% transaction fee will be added to the invoice total.

Questions regarding the above payment methods should be sent to: [ap@onenetinc.com](mailto:ap@onenetinc.com)

## 9. 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. Receiving Service requests from Client;
- C. Requirements & info gathering from the Client;
- D. Scoping and estimating tasks;
- E. Soliciting written approvals for Services and pre-approved expenses;
- F. Facilitating & gathering Client feedback and review;
- G. Task delegation to the One Net team;
- H. Notifications & progress reports to the Client;
- I. Obtaining written approval for all Project deliverables. For example, design approvals.

## 10. 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.

## 11. SERVICE UNAVAILABILITY

The One Net office is closed on all Canadian statutory holidays. The One Net office is also closed from December 22, 2026 to January 04, 2027. Services will be unavailable during office closure.

## 12. TERMINATION

Each party may terminate this SOW at any time upon 60 calendar days' written notice (email to suffice) to the other party as follows:

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

If to One Net:

Name	Dylan Touhey
Email	<a href="mailto:dylan@onenetinc.com">dylan@onenetinc.com</a>

If to Client:

Name	Corrina Ruffieux
Email	<a href="mailto:corrina@visithaywood.com">corrina@visithaywood.com</a>

If termination by Client, One Net will continue Services and will invoice for 60 days after the termination notice.

Termination of this SOW does not constitute termination of the Master Service Agreement or any other active SOW agreement(s).

### 13. SIGNATURES

We look forward to another Client success story!

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

**ONE NET CAPITAL INC.**

Per:

Per:

Printed: Corrina Ruffieux

Printed: Dylan Touhey

Title: Executive Director

Title: CMO / Principal

Date:

Date: