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## DATA PROCESSING AGREEMENT/ADDENDUM

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This Data Processing Agreement (“**DPA**”) is made and entered into as of this [ ] day of [ ], 20[ ] forms part of our Player Maker Service Terms and Conditions (available at <https://playermaker.tech/LEGAL/>) and is incorporated into the Subscription Agreement entered into between you and Playermaker (the “**Agreement**”). You acknowledge that you, on your own behalf as an individual and on behalf of the entity signing this DPA below (“**Organization**”) (collectively, “**You**”, “**Your**”, “**Customer**”, or “**Data Controller**”) have read and understood and agree to comply with this DPA, and are entering into a binding legal agreement with the Motionize or Playermaker entity identified in the ordering document that you executed and submitted (“**Playermaker**”, “**Us**”, “**We**” or “**Our**”) to reflect the parties’ agreement with regard to the Processing of Personal Data (as such terms are defined below) of GDPR-protected individuals. Both parties shall be referred to as the “**Parties**” and each, a “**Party**”.

**WHEREAS**, Playermaker has entered into the Agreement with Customer to provide to Customer: (i) the Playermaker software-as-a-service platform and related documentation, and features, as well as any fixes, updates or upgrades thereto; (ii) the Playermaker mobile software application (iii) the Playermaker sensors and any related equipment provided to you by Playermaker (“**Device**”), (iv) any related services as may be agreed between the Parties in writing (collectively, the “**Services**”), all as described in the Agreement; and

**WHEREAS**, In the course of providing the Services pursuant to the Agreement, we may process Personal Data on your behalf, in the capacity of a “Data Processor”; and the Parties wish to set forth the arrangements concerning the processing of Personal Data (defined below) within the context of the Services and agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the parties, intending to be legally bound, agree as follows:

### 1. INTERPRETATION AND DEFINITIONS

- 1.1 The headings contained in this DPA are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this DPA.
- 1.2 References to clauses or sections are references to the clauses or sections of this DPA unless otherwise stated.
- 1.3 Words used in the singular include the plural and vice versa, as the context may require.
- 1.4 Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.
- 1.5 **Definitions**
  - (a) “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
  - (b) “**Authorized Affiliate**” means any of Customer's Affiliate(s) which (a) is subject to the Data Protection Laws And Regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Playermaker, but has not signed its own agreement with Playermaker and is not a “Customer” as defined under the Agreement.
  - (c) “**Controller**” or “**Data Controller**” means the entity which determines the purposes and means of the Processing of Personal Data. **For** the purposes of this DPA only, and except where indicated otherwise, the term “Data Controller” shall include yourself, the Organization and/or the Organization’s Authorized Affiliates.
  - (d) “**Data Protection Laws and Regulations**” means all laws and regulations, including, without limitation, laws and regulations of the European Union, the European Economic Area and their Member States, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.
  - (e) “**Data Subject**” means the identified or identifiable person to whom the Personal Data relates.
  - (f) “**GDPR**” means either (as applicable) the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); or the retained UK

law version of the Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).

- (g) “**Member State**” means a country that belongs to the European Union and/or the European Economic Area. “Union” means the European Union.
- (h) “**Playermaker**” means the relevant Playermaker entity of the following Playermaker legal entities: Motionize Israel Ltd., Playermaker UK Ltd. and Playermaker Inc.
- (i) “**Playermaker Group**” means Playermaker and its Affiliates engaged in the Processing of Personal Data.
- (j) “**Personal Data**” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- (k) “**Process(ing)**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (l) “**Processor**” or “**Data Processor**” means the entity which Processes Personal Data on behalf of the Controller.
- (m) “**Security Documentation**” means the Security Documentation applicable to the specific Services purchased by Customer, as updated from time to time, and accessible by sending a request to , or as otherwise made reasonably available by Playermaker.
- (n) “**Standard Contractual Clauses**” or “**SCCs**” means (i) the standard contractual clauses for the transfer of Personal Data to Data processors established in third countries which do not ensure an adequate level of protection as set out in Regulation (EU) 2016/679 of the European Parliament and of the Council from June 4, 2021, as available here, as updated, amended, replaced or superseded from time to time by the European Commission; or (ii) where required from time to time by a supervisory authority for use with respect to any specific restricted transfer, any other set of contractual clauses or other similar mechanism approved by such Supervisory Authority or by applicable laws for use in respect of such restricted transfer, as updated, amended, replaced or superseded from time to time by such regulatory authority or Data Protection Laws and Regulations.
- (o) “**Sub-processor**” means any Processor engaged by Playermaker and/or the Playermaker Group.
- (p) “**Supervisory Authority**” means an independent public authority which is established by an EU Member State pursuant to the GDPR.
- (q) “**UK Standard Contractual Clauses**” or “**UK SCCs**” means the standard contractual clauses for the transfer of Personal Data to data processors established in third countries which do not ensure an adequate level of protection as set out by the ICO, as available [here](#), as updated, amended, replaced or superseded from time to time by the ICO.

## 2. PROCESSING OF PERSONAL DATA

### 2.1 Roles of the Parties.

- (a) Subject to Section 2.1(b), the Parties acknowledge and agree that with regard to the Processing of Personal Data, (i) Customer is the Data Controller, (ii) Playermaker is the Data Processor and that (iii) Playermaker or members of the Motionize Group may engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” below (“**Customer Processing Activities**”). In respect of Customer Processing Activities, Sections 2 to 15 of this DPA shall apply.
- (b) The Parties acknowledge and agree that with regard to Playermaker’s Processing of Personal Data for the following purposes, Playermaker is an independent Controller: (i) enforcing the Agreement, this DPA and/or defending Playermaker’s rights; (ii) management of the Agreement, the DPA and/or other contracts executed by the Parties, including fees payment, account administration, accounting, tax, management, litigation and/or personal data processing in accordance with Playermaker’s privacy policy; and (iii) complying with applicable laws and regulations, including for cooperating with local and foreign tax authorities, preventing fraud, money laundering and terrorist financing (“**Playermaker Processing Activities**”). In respect of Playermaker Processing Activities, only Sections 12 to 15 of this DPA shall apply.

### 2.2

2.3 **Customer's Processing of Personal Data.** Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations and comply at all times with the obligations applicable to data controllers. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the means by which Customer acquired Personal Data. Without limitation, Customer shall comply with any and all transparency-related obligations (including, without limitation, displaying any and all relevant and required privacy notices or policies) and shall have any and all required legal bases in order to collect, Process and transfer to Playermaker the Personal Data and to authorize the Processing by Playermaker of the Personal Data which is authorized in this DPA. Customer shall defend, hold harmless and indemnify Playermaker its Affiliates and subsidiaries (including without limitation their directors, officers, agents, subcontractors and/or employees) from and against any liability of any kind related to any breach, violation or infringement by Customer and/or its authorized users of any Data Protection Laws and Regulations and/or this DPA and/or this Section.

#### 2.4 **Playermaker's Processing of Personal Data**

2.4.1 Subject to the Agreement, Playermaker shall Process Personal Data in accordance with Customer's documented instructions, which shall include: (i) Processing in accordance with the Agreement and this DPA and to provide the Services; (ii) Processing for Customer to be able to use the Services; (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement; (iv) Processing as required by Union or Member State law to which Playermaker is subject; in such a case, Playermaker shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

2.4.2 Playermaker shall inform Customer if, in its opinion, an instruction given by Customer infringes Data Protection Laws;

2.4.3 To the extent that Playermaker cannot comply with a request from Customer and/or its authorized users relating to Processing of Personal Data (including, without limitation, any instruction, direction, code of conduct, certification, or change of any kind), Playermaker (i) shall inform Customer, providing relevant details of the problem, (ii) Playermaker may, without any kind of liability towards Customer, temporarily cease all Processing of the affected Personal Data (other than securely storing those data), and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, each Party may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Processing, and Customer shall pay to Playermaker all the amounts owed to Playermaker or due before the date of termination. Customer will have no further claims against Playermaker (including, without limitation, requesting refunds for Services) due to the termination of the Agreement and/or the DPA in the situation described in this paragraph (excluding the obligations relating to the termination of this DPA set forth below).

2.4.4 Playermaker will not be liable in the event of any claim brought by a third party, including, without limitation, a Data Subject, arising from any act or omission of Playermaker, to the extent that such is a result of Customer's instructions.

2.4.5 If Customer provides Playermaker or any of the entities of the Playermaker Group with instructions, requests, suggestions, comments or feedback (whether orally or in writing) with respect to the Services, Customer acknowledges that any and all rights, including intellectual property rights, therein shall belong exclusively to Playermaker and that such shall be considered Playermaker's intellectual property without restrictions or limitations of any kind, and Customer hereby irrevocably and fully transfers and assigns to Playermaker any and all intellectual property rights therein and waives any and all moral rights that Customer may have in respect thereto.

2.5 **Details of the Processing.** The subject-matter of Processing of Personal Data by Playermaker is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, as well as the types of Personal Data Processed and categories of Data Subjects under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA.

### 3. **RIGHTS OF DATA SUBJECTS**

3.1 **Data Subject Request.** Playermaker shall, to the extent legally permitted, promptly notify Customer if Playermaker receives a request from a Data Subject to exercise the Data Subject's rights under Data Protection Laws ("**Data Subject Request**"). Taking into account the nature of the Processing, Playermaker shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Playermaker shall upon Customer's request provide commercially reasonable efforts to assist

Customer in responding to such Data Subject Request, to the extent Playermaker is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Playermaker's provision of such assistance.

#### 4. **PLAYERMAKER PERSONNEL**

- 4.1 **Confidentiality.** Playermaker shall ensure that its personnel engaged in the Processing of Personal Data have committed themselves to confidentiality and non-disclosure.
- 4.2 Playermaker may disclose and Process the Personal Data (a) as permitted hereunder, (b) to the extent required by a court of competent jurisdiction or other Supervisory Authority and/or otherwise as required by applicable laws or applicable Data Protection Laws and Regulations (in such a case, Playermaker shall inform the Customer of the legal requirement before the disclosure, unless that law prohibits such information on important grounds of public interest), (c) on a "need-to-know" basis under an obligation of confidentiality to its legal counsel(s), data protection advisor(s) and accountant(s), or (d) as otherwise reasonably necessary to provide the Services under the Agreement.

#### 5. **AUTHORIZATION REGARDING SUB-PROCESSORS**

- 5.1 **Appointment of Sub-processors.** Customer acknowledges and agrees that (a) Playermaker's Affiliates may be used as Sub-processors; and (b) Playermaker and/or Playermaker's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services.

##### 5.2 **List of Current Sub-processors and Notification of New Sub-processors**

5.2.1 Playermaker shall make available to Customer the current list of Sub-processors. Such Sub-processor list shall include the identities and details of those Sub-processors and their country of location ("**Sub-processor List**"). Customer shall request the Sub-Processors List by sending a request to [info@playermaker.com](mailto:info@playermaker.com) or via the following link <https://www.playermaker.com/3rdparty/>. The Sub-processor List as of the date of execution of this DPA is hereby authorized by Customer.

5.2.2 Customer hereby gives a general authorization for Playermaker to appoint new Subprocessors. Customer may request via [info@playermaker.co.uk](mailto:info@playermaker.co.uk) to subscribe to notifications of additions or removals of Sub-processors (as listed here [www.playermaker.com/3rdparty/](https://www.playermaker.com/3rdparty/)) and if Customer registers, Playermaker shall notify Customer.

- 5.3 **Objection Right for New Sub-processors.** Customer may reasonably object to Playermaker's additions or removals of Sub-processors on the Sub-processor List for reasons related to the GDPR by notifying Playermaker promptly in writing within five (5) business days after receipt of Playermaker's notice in accordance with the mechanism set out in Section 5.2.2 and such written objection shall include the reasons related to the GDPR for objecting to Playermaker's use of such new Sub-processor. Failure to object to such new Sub-processor in writing within five (5) business days following Playermaker's notice shall be deemed as acceptance of the new Sub-Processor. In the event Customer reasonably objects to a new Sub-processor, as permitted in the preceding sentences, Playermaker will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If Playermaker is unable to make available such change within a reasonable period of time, Customer may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by Playermaker without the use of the objected-to new Sub-processor by providing written notice to Playermaker provided that all amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Playermaker. Until a decision is made regarding the addition or removal of the Sub-processors on the Sub-processor List, Playermaker may temporarily suspend the Processing of the affected Personal Data. Customer will have no further claims against Playermaker due to the termination of the Agreement (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph.

##### 5.4 **Agreements with Sub-processors.** With respect to all Sub-processors

- 5.4.1 Playermaker will have an agreement with the Sub-processor which shall include terms which offer at least similar or the same level of protection for Personal Data as those set out in this DPA.
- 5.4.2 This Section 5 shall not apply to subcontractors of Playermaker which provide ancillary services to support the performance of the DPA. This includes, for example, telecommunication services, maintenance and user service, cleaning staff, or auditors.

#### 6. **SECURITY**

- 6.1 **Controls for the Protection of Personal Data.** Playermaker shall maintain appropriate technical and organizational measures required pursuant to Article 32 of the GDPR for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to,

Personal Data), confidentiality and integrity of Personal Data, as set forth in the Security Documentation which are hereby approved by Customer. Upon the Customer's request, Playermaker will assist Customer, at Customer's cost, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to Playermaker.

- 6.2 **Third-Party Certifications and Audits.** Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement and this DPA, Playermaker shall make available to Customer that is not a competitor of Playermaker (or Customer's independent, third-party auditor that is not a competitor of Playermaker) a copy of Playermaker's then most recent third-party audits or certifications, as applicable (provided, however, that such audits, certifications and the results therefrom, including the documents reflecting the outcome of the audit and/or the certifications, shall only be used by Customer to assess compliance with this DPA and/or with applicable Data Protection Laws and Regulations, and shall not be used for any other purpose or disclosed to any third party without Playermaker's prior written approval and, upon Playermaker's first request, Customer shall return all records or documentation in Customer's possession or control provided by Playermaker in the context of the audit and/or the certification). At Customer's cost and expense, Playermaker shall allow for and contribute to audits, including inspections of Playermaker's systems and physical premises, conducted by the controller or another auditor mandated by the controller (who is not a direct or indirect competitor of Playermaker) provided that the parties shall agree on the scope, methodology, timing and conditions of such audits and inspections, and only where: (a) a Personal Data Incident (as defined in Section 7 below) has occurred which affected Personal Data Processed under this DPA; (b) the audit was requested by a Supervisory Authority or an audit is reasonably necessary to satisfy a request from a Supervisory Authority; or (c) Customer reasonably believes that Playermaker has breached Data Protection Laws and Regulations (and Customer can reasonably verify or evidence such belief).
- 6.3 Nothing in this DPA will require Playermaker either to disclose to Customer (and/or its authorized auditors), or provide access to: (i) any data of any other customer of Playermaker; (ii) Playermaker's internal accounting or financial information; (iii) any trade secret of Playermaker; or (iv) any information that, in Playermaker's sole reasonable discretion, could compromise the security of any of Playermaker's systems or premises or cause Playermaker to breach obligations under any applicable law or its obligations to any third party.

## 7. **PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION**

Playermaker maintains security incident management policies and procedures specified in Security Documentation and, to the extent required under applicable Data Protection Laws and Regulations, shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, including Personal Data, transmitted, stored or otherwise Processed by Playermaker or its Sub-processors of which Playermaker becomes aware (a "**Personal Data Incident**"). Playermaker shall make reasonable efforts to identify the cause of such Personal Data Incident, provide reasonable information in relation to the Personal Data Incident and take those steps as Playermaker deems necessary and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Playermaker's reasonable control. In any event, Customer will be the party responsible for notifying supervisory authorities and/or concerned data subjects (where required by Data Protection Laws and Regulations).

## 8. **RETURN AND DELETION OF PERSONAL DATA**

Subject to the Agreement, Playermaker shall, at the choice of Customer, delete or return the Personal Data to Customer after the end of the provision of the Services relating to processing, and shall delete existing copies unless applicable law requires storage of the Personal Data. If no request is received by Playermaker to delete or return the Personal Data within thirty (30) days of termination of the Agreement, it may retain such Personal Data. In any event, to the extent required or allowed by applicable law, Playermaker may retain one copy of the Personal Data for evidence purposes and/or for the establishment, exercise or defense of legal claims and/or to comply with applicable laws and regulations. If the Customer requests the Personal Data to be returned, the Personal Data shall be returned in the format generally available for Playermaker's customers.

## 9. **AUTHORIZED AFFILIATES**

- 9.1 **Contractual Relationship.** The Parties acknowledge and agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Playermaker. Each Authorized Affiliate agrees to be bound by the obligations under this DPA. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.
- 9.2 **Communication.** The Customer shall remain responsible for coordinating all communication with Playermaker under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

## 10. **TRANSFERS OF DATA**

- 10.1 **Transfers to Countries that Offer Adequate Level of Data Protection.** Personal Data may be transferred from the EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) and the United Kingdom (collectively, "**EEA**") to

countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission (“**Adequacy Decisions**”), without any further safeguard being necessary.

10.2 **Transfers to Other Countries.** If the Processing of Personal Data includes transfers from the EEA or the UK to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision (“**Other Countries**”), the below terms shall apply:

10.2.1 With respect to the EU transfers of Personal Data, Customer as a Data Exporter (as defined in the SCCs) and Playermaker on behalf of itself and each Playermaker Affiliate (as applicable) as a Data Importer (as defined in the SCCs) hereby enter into the SCC set out in Schedule 2. To the extent that there is any conflict or inconsistency between the terms of the SCC and the terms of this DPA, the terms of the SCC shall take precedence.

10.2.2 With respect to the UK transfers of Personal Data (from the UK to other countries which have not been subject to a relevant Adequacy Decision), Customer as a Data Exporter (as defined in the UK SCCs) and Playermaker on behalf of itself and each Playermaker Affiliate (as applicable) as a Data Importer (as defined in the UK SCCs), hereby enter into the UK SCC set out in Schedule 2. To the extent that there is any conflict or inconsistency between the terms of the UK SCC and the terms of this DPA, the terms of the UK SCC shall take precedence.

## 11. **TERMINATION**

This DPA shall automatically terminate upon the termination or expiration of the Agreement under which the Services are provided. Sections 2.2, 2.3.3, 8, 11 and 12 shall survive the termination or expiration of this DPA for any reason. This DPA cannot, in principle, be terminated separately to the Agreement, except where the Processing ends before the termination of the Agreement, in which case, this DPA shall automatically terminate.

## 12. **RELATIONSHIP WITH AGREEMENT**

In the event of any conflict between the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement.

Notwithstanding anything to the contrary in the Agreement and/or in any agreement between the parties and to the maximum extent permitted by law: (A) Playermaker’s (including Playermaker’s Affiliates’) entire, total and aggregate liability, related to, or for breach of, this DPA and/or Data Protection Laws and Regulations, including, without limitation, if any, any indemnification obligation under the Agreement or applicable law regarding data protection or privacy, shall be limited to the amounts paid to Playermaker under the Agreement within twelve (12) months preceding the event that gave rise to the claim. This limitation of liability is cumulative and not per incident; (B) In no event will Playermaker and/or Playermaker Affiliates and/or their third-party providers, be liable under, or otherwise in connection with this DPA for: (i) any indirect, exemplary, special, consequential, incidental or punitive damages; (ii) any loss of profits, business, or anticipated savings, or pure economic loss; (iii) any loss of, or damage to data, reputation, revenue or goodwill; and/or (iv) the cost of procuring any substitute goods or services; and (C) The foregoing exclusions and limitations on liability set forth in this Section shall apply: (i) even if Playermaker, Playermaker Affiliates or third-party providers, have been advised, or should have been aware, of the possibility of losses or damages; (ii) even if any remedy in this DPA fails of its essential purpose; and (iii) regardless of the form, theory or basis of liability (such as, but not limited to, breach of contract or tort).

## 13. **AMENDMENTS**

This DPA may be amended at any time by a written instrument duly signed by each of the Parties.

## 14. **LEGAL EFFECT**

This DPA shall only become legally binding between Customer and Playermaker when the formalities steps set out in the Section “INSTRUCTIONS ON HOW TO EXECUTE THIS DPA” below have been fully completed.

## 15. **SIGNATURE**

The Parties represent and warrant that they each have the power to enter into, execute, perform and be bound by this DPA.

You, as the signing person on behalf of Customer, represent and warrant that you have, or you were granted, full authority to bind the Organization and, as applicable, its Authorized Affiliates to this DPA. If you cannot, or do not have authority to, bind the Organization and/or its Authorized Affiliates, you shall not supply or provide Personal Data to Playermaker.

By signing this DPA, Customer enters into this DPA on behalf of itself and, to the extent required or permitted under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent that Playermaker processes Personal Data for which such Authorized Affiliates qualify as the “data controller”.

This DPA has been pre-signed on behalf of Playermaker.

Instructions on how to execute this DPA.

1. To complete this DPA, you must complete the missing information; and
2. Send the completed and signed DPA to us by email, indicating the Customer's Account Number, to [info@playermaker.com](mailto:info@playermaker.com).

**List of Schedules**

- SCHEDULE 1 - DETAILS OF THE PROCESSING**
- SCHEDULE 2 - STANDARD CONTRACTUAL CLAUSES**

The parties' authorized signatories have duly executed this Agreement:

**CUSTOMER**

Signature:  
Customer Legal Name:  
Print Name:  
Title:  
Date:

**PLAYERMAKER**

Signature:  
Legal Name:  
Print Name:  
Title:  
Date:

## SCHEDULE 1 - DETAILS OF THE PROCESSING

### Subject matter

Playermaker will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further instructed by Customer in its use of the Services.

### Nature and Purpose of Processing

1. Providing the Service(s) to Customer.
2. Setting up an account/account(s) for Customer.
3. Setting up profile(s) for users authorized by Customers.
4. For Customer to be able to use the Services.
5. For Playermaker to comply with documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement.
6. Performing the Agreement, this DPA and/or other contracts executed by the Parties.
7. Providing support and technical maintenance, if agreed in the Agreement.
8. Resolving disputes.
9. All tasks related with any of the above.

### Duration of Processing

Subject to any Section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Playermaker will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

### Type of Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First name
- Last name
- Address
- Phone number
- Email address
- Date of birth
- Dominant leg
- Game position
- Team
- Company
- Title
- Photo
- Payment information
- Business information
- Any other Personal Data or information that the Customer decides to provide to the Playermaker or the Services.
- Athletic performance
- Participation in trainings
- Match results
- Physical training information

The Customer and the Data Subjects shall provide the Personal data to Playermaker by supplying the Personal data to Playermaker's Service.



For the avoidance of doubt, the information subject to the Playermaker's privacy policy (e.g., log-in details) available here: [www.playermaker.com/privacy](http://www.playermaker.com/privacy) shall not be subject to the terms of this DPA.

### **Categories of Data Subjects**

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customer's players, coaches and family members of players, and any other users authorized by Customer to use the Services
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors

The frequency of the transfer is Continuous.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period. As described in this DPA and/or the Agreement.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing. As detailed in Section 5.

## SCHEDULE 2 - STANDARD CONTRACTUAL CLAUSES

**EU SCCs.** If the Processing of Personal Data includes transfers from the EU to countries outside the EEA which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the Parties shall comply with Chapter V of the GDPR. The Parties hereby agree to execute the Standard Contractual Clauses as follows:

- a) The Standard Contractual Clauses (Controller-to-Processor and Processor to Processor) as applicable, will apply, with respect to restricted transfers between Customer and Playermaker that are subject to the GDPR.
- b) The Parties agree that for the purpose of transfer of Personal Data between Customer (as Data Exporter) and Playermaker (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall be not applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section **Error! Reference source not found.** of the DPA (Authorization Regarding Sub-Processors) shall apply; (iii) Clause 11 of the Standard Contractual Clauses shall be not applicable; (iv) In Clause 13: the relevant option applicable to the Customer, as informed by Customer to Playermaker; (v) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of Ireland; and (vi) In Clause 18(b) the Parties choose the courts of Ireland, as their choice of forum and jurisdiction.
- c) Annex I.A: With respect to Module Two: (i) Data Exporter is Customer as a data controller and (ii) the Data Importer is Playermaker as a data processor. With respect to Module Three: (i) Data Exporter is Customer as a data processor and (ii) the Data Importer is Playermaker as a data processor (sub-processor). Data Exporter and Data Importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.
- d) Annex I.B of the Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.
- e) Annex I.C of the Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the Irish supervisory authority.
- f) Annex II of the Standard Contractual Clauses shall be completed as described in the Security Documentation.

**UK SCCs.** If the Processing of Personal Data includes transfers from the UK to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the Parties shall comply with Article 45(1) of the UK GDPR and Section 17A of the Data Protection Act 2018. The Parties hereby agree to execute the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses as follows:

- a) The UK Standard Contractual Clauses (Controller-to-Processor and Processor to Processor) if applicable, will apply with respect to restricted transfers between Customer and Playermaker that are subject to the GDPR.
- b) The Parties agree that for the purpose of transfer of Personal Data between Customer (as Data Exporter) and Playermaker (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall be not applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section **Error! Reference source not found.** of the DPA (Authorization Regarding Sub-Processors) shall apply; (iii) Clause 11 of the Standard Contractual Clauses shall be not applicable; (iv) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of England and Wales; and (v) In Clause 18(b) the Parties choose the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts, as their choice of forum and jurisdiction. Which Parties may end this Addendum as set out in Section 19: Importer and/or Exporter, in accordance with the agreed terms of the DPA.
- c) Annex I.A: With respect to Module Two: Data Exporter is Customer as a data controller and the Data Importer is Playermaker as a data processor. With respect to Module Three: Data Exporter is Customer as a data processor and the Data Importer is Playermaker as a data processor (sub-processor). Data Exporter and Data Importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these UK Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.
- d) Annex I.B of the UK Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.
- e) Annex I.C of the UK Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the ICO supervisory authority.
- f) Annex II of the UK Standard Contractual Clauses shall be completed as described in the Security Documentation.