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## DATA PROCESSING ADDENDUM

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This Data Processing Addendum (“**DPA**”) forms part of the Player Maker Order Form (including any general service terms and conditions incorporated therein expressly or by reference) (the “**Order**”) and is made effective as of the date of such Order. You acknowledge that you, on behalf of the entity identified in the Order as the Customer (“**Organization**”) (collectively, “**You**”, “**Your**”, “**Client**”, or “**Data Controller**”) have read and understood and agree to comply with this DPA, and are entering into a binding legal agreement with **Player Maker** as defined below (“**Player Maker**”, “**Us**”, “**We**”, “**Our**”, “**Service Provider**” or “**Data Processor**”) 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**, Player Maker shall provide the services set forth in the Order (collectively, the “**Services**”) for Client, as described in the Order; and

**WHEREAS**, In the course of providing the Services pursuant to the Order, Player Maker 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 Order.
- 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 Client'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 Order between Client and Player Maker, but has not signed its own agreement with Player Maker and is not a "Client" as defined under the Order.
  - (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 Order.
  - (e) “**Data Subject**” means the identified or identifiable person to whom the Personal Data relates.
  - (f) “**Member State**” means a country that belongs to the European Union and/or the European Economic Area. “**Union**” means the European Union.
  - (g) “**GDPR**” means 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).
  - (h) “**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.
  - (i) “**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.
  - (j) “**Processor**” or “**Data Processor**” means the entity which Processes Personal Data on behalf of the Controller.
  - (k) “**Security Documentation**” means the Security Documentation applicable to the specific Services purchased by Client, as updated from time to time, and accessible via [playermaker.co.uk/terms](http://playermaker.co.uk/terms), or as otherwise made reasonably available by Player Maker.

- (l) “**Player Maker**” means the relevant Player Maker entity of the following Player Maker legal entities: Motionize Israel Ltd.
- (m) “**Sub-processor**” means any Processor engaged by Player Maker and/or Player Maker.
- (n) “**Supervisory Authority**” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

## 2. PROCESSING OF PERSONAL DATA

2.1 **Roles of the Parties.** The Parties acknowledge and agree that with regard to the Processing of Personal Data, (i) Client is the Data Controller, (ii) Player Maker is the Data Processor and that (iii) Player Maker may engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” below.

2.2 **Client’s Processing of Personal Data.** Client 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, Client’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Client shall have sole responsibility for the means by which Client acquired Personal Data. Without limitation, Client 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 Player Maker the Personal Data and to authorize the Processing by Player Maker of the Personal Data which is authorized in this DPA. Client shall defend, hold harmless and indemnify Player Maker, 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 Client and/or its authorized users of any Data Protection Laws and Regulations and/or this DPA and/or this Section.

### 2.3 Player Maker’s Processing of Personal Data.

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

2.3.2 To the extent that Player Maker cannot comply with a request from Client 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), Player Maker (i) shall inform Client, providing relevant details of the problem, (ii) Player Maker may, without any kind of liability towards Client, 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 Order and this DPA with respect to the affected Processing, and Client shall pay to Player Maker all the amounts owed to Player Maker or due before the date of termination. Client will have no further claims against Player Maker (including, without limitation, requesting refunds for Services) due to the termination of the Order and/or the DPA in the situation described in this paragraph (excluding the obligations relating to the termination of this DPA set forth below).

2.3.3 Player Maker 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 Player Maker, to the extent that such is a result of Client’s instructions.

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

2.4 **Details of the Processing.** The subject-matter of Processing of Personal Data by Player Maker is the performance of the Services pursuant to the Order. 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.** Player Maker shall, to the extent legally permitted, promptly notify Client if Player Maker receives a request from a Data Subject to exercise the Data Subject’s right of access, right to rectification, erasure (“right to be forgotten”), restriction of Processing, data portability, right to object, or its right not to be subject to automated individual decision making (“**Data Subject Request**”). Taking into account the nature of the Processing, Player Maker shall assist Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Client’s obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Client, in its use of the Services, does not have the ability to address a Data Subject Request, Player Maker shall upon Client’s request provide commercially reasonable efforts to assist Client in responding to such Data Subject Request, to the extent Player Maker 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, Client shall be responsible for any costs arising from Player Maker’s provision of such assistance.

#### 4. **PLAYER MAKER PERSONNEL**

- 4.1 **Confidentiality.** Player Maker shall ensure that its personnel engaged in the Processing of Personal Data have committed themselves to confidentiality and non-disclosure.
- 4.2 Player Maker 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, Player Maker shall inform the Client of the legal requirement before the disclosure, unless that law prohibits such information on important grounds of public interest), or (c) on a “need-to-know” basis under an obligation of confidentiality to its legal counsel(s), data protection advisor(s) and accountant(s).

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

- 5.1 **Appointment of Sub-processors.** Client acknowledges and agrees that (a) Player Maker’s Affiliates may be used as Sub-processors; and (b) Player Maker and/or Player Maker’s Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services.
- 5.2 **Sub-processors List.** Player Maker makes available its list of Sub-processors used by Player Maker at: *[Insert URL]* (“**Sub-processor List**”). The Client hereby authorizes Player Maker to engage the Sub-processors included in the Sub-processor List. Client shall be responsible for reviewing the Sub-processor List for updates from time to time, Player Maker may, but is not obligated to, provide general updates regarding changes to its Sub-processor List.
- 5.3 **Objection Right for New Sub-processors.** Client may reasonably object to Player Maker’s use of a new Sub-processor for reasons related to the GDPR by providing a written objection to [info@playermaker.com](mailto:info@playermaker.com), and such written objection shall include the reasons related to the GDPR for objecting to Player Maker’s use of such new Sub-processor. In the event Client reasonably objects to a new Sub-processor, as permitted in the preceding sentences, Player Maker will use reasonable efforts to make available to Client a change in the Services or recommend a commercially reasonable change to Client’s use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Client. If Player Maker is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Client may, as a sole remedy, terminate the applicable Order and this DPA with respect only to those Services which cannot be provided by Player Maker without the use of the objected-to new Sub-processor by providing written notice to Player Maker, provided that all amounts due under the Order before the termination date with respect to the Processing at issue shall be duly paid to Player Maker. Until a decision is made regarding the new Sub-processor, Player Maker may temporarily suspend the Processing of the affected Personal Data. Client will have no further claims against Player Maker due to the termination of the Order (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph. Client will have no further claims against Player Maker due to (i) past use of Sub-processors included in the Sub-processors List prior to the date of objection or (ii) the termination of the Order (including, without limitation, requesting refunds) and the DPA in the situation described in this paragraph.
- 5.4 with Article 28.4 of the GDPR including obligations no less protective than the obligations of this DPA. In accordance with Articles 28.7 and 28.8 of the GDPR, if and when the European Commission lays down the standard contractual clauses referred to in such Article, the Parties may revise this DPA in good faith to adjust it to such standard contractual clauses.

#### 6. **SECURITY**

- 6.1 **Controls for the Protection of Personal Data.** Player Maker shall maintain all industry-standard 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 Client. Player Maker regularly monitors compliance with these measures. Upon the Client’s request, Player Maker will assist Client, at Client’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 Player Maker.
- 6.2 **Third-Party Certifications and Audits.** Upon Client’s written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Order and this DPA, Player Maker shall make available to Client that is not a competitor of Player Maker (or Client’s independent, third-party auditor that is not a competitor of Player Maker) a copy of Player Maker’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 Client 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 Player Maker’s prior written approval and, upon Player Maker’s first request, Client shall return all records or documentation in Client’s possession or control provided by Player Maker in the context of the audit and/or the certification). At Client’s cost and expense, Player Maker shall allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller (who is not a direct or indirect competitor of Player Maker) provided that the parties shall agree on the scope, timing and conditions of such audits and inspections.

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

Player Maker 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 Client 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 Player Maker or its Sub-processors of which Player Maker becomes aware (a “**Personal Data Incident**”). Player Maker shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Player Maker deems necessary and reasonable in order to remediate the cause of such a Personal Data Incident

to the extent the remediation is within Player Maker's reasonable control. The obligations herein shall not apply to incidents that are caused by Client or Client's users. In any event, Client 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 Order, Player Maker shall, at the choice of Client, delete or return the Personal Data to Client 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. In any event, to the extent required or allowed by applicable law, Player Maker 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 Client requests the Personal Data to be returned, the Personal Data shall be returned in the format generally available for Player Maker's Clients:

## 9. AUTHORIZED AFFILIATES

**9.1 Contractual Relationship.** The Parties acknowledge and agree that, by executing the DPA, the Client 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 Player Maker. 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 Order and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Client.

**9.2 Communication.** The Client shall remain responsible for coordinating all communication with Player Maker under the Order 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 to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision ("Other Countries"), the Parties shall comply with Article 46 of the GDPR, including, if necessary, executing the standard data protection clauses adopted by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission or comply with any of the other mechanisms provided for in the GDPR for transferring Personal Data to such Other Countries.

## 11. TERMINATION

This DPA shall automatically terminate upon the termination or expiration of the Order under which the Services are provided. Sections 2.2, 2.3.3, 2.3.4 and 12 shall survive the termination or expiration of this DPA for any reason.

## 12. RELATIONSHIP WITH ORDER

In the event of any conflict between the provisions of this DPA and the provisions of the Order, the provisions of this DPA shall prevail over the conflicting provisions of the Order and/or the Player Maker Terms.

Notwithstanding anything to the contrary in the Order and/or in any agreement between the parties: (A) Player Maker's (including Player Maker's Affiliates') entire, total and aggregate liability, for any breach of this DPA and/or Data Protection Laws and Regulations, including, if any, any indemnification obligation regarding data protection or privacy, shall be limited to the amounts paid to Player Maker under the Order 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 Player Maker and/or Player Maker 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; (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 Player Maker, Player Maker 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 Client and Player Maker when the formalities steps set out in the Section "INSTRUCTIONS ON HOW TO EXECUTE THIS DPA" below have been fully completed.

## 15. GENERAL REPRESENTATION AND WARRANTIES

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 person signing the Order on behalf of Client, 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 Player Maker.

By signing the Order, Client 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 Player Maker processes Personal Data for which such Authorized Affiliates qualify as the/a “data controller”.

### **List of Schedules**

- **SCHEDULE 1 - DETAILS OF THE PROCESSING**

## SCHEDULE 1 - DETAILS OF THE PROCESSING

### Subject matter

Player Maker will Process Personal Data as necessary to perform the Services pursuant to the Order, as further instructed by Client in its use of the Services.

### Nature and Purpose of Processing

1. Providing the Service(s) to Client.
2. Setting up profile(s) for users authorized by Clients.
3. For Client to be able to use the Services.
4. For Player Maker to comply with documented reasonable instructions provided by Client where such instructions are consistent with the terms of the Order.
5. Performing the Order, this DPA and/or other contracts executed by the Parties.
6. Providing support and technical maintenance, if agreed in the Order.
7. Resolving disputes.
8. Enforcing the Order, this DPA and/or defending Player Maker's rights.
9. Management of the Order, the DPA and/or other contracts executed by the Parties, including fees payment, account administration, accounting, tax, management, litigation; and
10. Complying with applicable laws and regulations, including for cooperating with local and foreign tax authorities, preventing fraud, money laundering and terrorist financing.
11. All tasks related with any of the above.

### Duration of Processing

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

### Type of Personal Data

Client may submit Personal Data to the Services, the extent of which is determined and controlled by Client 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
- Payment information
- Player name
- Player game position
- Player weight
- Player height
- Player picture
- Player club
- Player team
- Player age
- Player gender
- Player gait data
- Player ball touches data
- Club address
- Club picture
- Team event time (training/drill/match/phase)
- Any other Personal Data or information that the Client decides to provide to the Player Maker or the Services.

The Client and the Data Subjects shall provide the Personal data to Player Maker by supplying the Personal data to Player Maker's Service.

In some limited circumstances Personal Data may also come from others sources, for example, in the case of anti-money laundering research, fraud detection or as required by applicable law. For clarity, Client shall always be deemed the "Data Controller" and Player Maker shall always be deemed the "Data Processor" (as such terms are defined in the GDPR).

### Categories of Data Subjects

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

- Client's customers and/or clients
- Client's users authorized by Client to use the Services
- Employees, agents, advisors, freelancers of Client (who are natural persons)
- Prospects, Clients, business partners and vendors of Client (who are natural persons)
- Employees or contact persons of Client's prospects, Clients, business partners and vendors
- Players in the team operated or owned by the Client
- Staff members in the team operated or owned by the Client, including trainers and coaches
- Family members or permitted users of members in the team operated or owned by the Client