

## PLAYER LOAN AGREEMENT – SAMPLE FORM

### *How to Use this Form and Related FAQs*

**WHY DO WE NEED THIS?** This form Player Loan Agreement (the “**Sample Agreement**”) has been prepared to formalize the temporary transfer of a player from one esports team to another esports team. Player loans are common in competitive esports and serve several purposes, including: (1) allowing teams to temporarily strengthen their roster for a specific tournament or event; (2) giving players the opportunity to gain experience or showcase their talents with another team; and (3) allowing teams to manage their roster more effectively in line with tournament requirements. To protect the interests of all parties involved, it is important to have a written agreement that outlines the terms and conditions of the loan.

**DO I HAVE TO USE THIS SAMPLE AGREEMENT?** NO. Use of the Sample Agreement is entirely optional. Nothing in the Sample Agreement is intended to set the specific terms and conditions that will be binding on a player loan transaction.

**HOW IS THIS SAMPLE AGREEMENT HELPFUL TO ME?** The Sample Agreement was designed to be customizable, so that the parties can use the “fill in the box” features of the form to customize the agreement to fit their own individual needs and to accurately reflect the terms that have been mutually agreed.

**SHOULD I TALK TO A LAWYER?** YES. If you have questions about the Sample Agreement you should retain a lawyer to advise you. *The Sample Agreement is provided for informational purposes only and does not constitute legal advice.* In addition, you should be aware that the Sample Agreement has a provision that allows the parties to select the law that will govern the contract. For example, the parties may elect to have the law of Singapore, New York, or another jurisdiction apply to the contract. Your lawyer can help ensure that your agreement complies with the requirements of the law governing the contract, as well as local laws and regulations.

**YOUR LIMITED RIGHT TO USE THE SAMPLE AGREEMENT:** The Sample Agreement is made available for use, free of charge, in connection with tournaments, leagues, and competitions that feature the play of Tencent video games. If you accept and agree to be bound by the Disclaimer below, then you are authorized to download, use, and modify the Sample Agreement if the Sample Agreement is used solely for purposes of establishing a legal relationship between team owners engaged in competitive play of a Tencent game. All other uses of the Sample Agreement are prohibited. You do not obtain any ownership or other interest in the Sample Agreement by using the Sample Agreement.

**DISCLAIMER -- PLEASE READ:** The Sample Agreement is provided “AS IS,” and without warranties or guarantees of any kind, either express or implied, regarding the accuracy, completeness, or the suitability of this form for any particular purpose. To the maximum extent permitted by law, the authors of this Sample Agreement disclaim all warranties to any person or entity, whether express or implied. Your use of the Sample Agreement does not create a lawyer-client relationship with the authors of the agreement, nor does it constitute any type of partnership or joint venture or give rise to any fiduciary obligations. If you decide to use the Sample Agreement, in whole or in part, *it is your responsibility to ensure that the Sample Agreement’s terms and conditions are legally binding, valid, and enforceable and best serve to protect your individual interests.* You agree that, to the fullest extent permitted by law, the authors of the Sample Agreement shall not be liable for any direct, indirect, punitive, incidental, consequential, or special damages arising out of or in any way connected with the use of this Sample Agreement, including damages for loss of profits, data, or goodwill.

**ACCEPTANCE BY YOU:** By your use of the Sample Agreement, in whole or in part, you agree to be bound by the terms set forth in the Disclaimer above and you acknowledge that the Disclaimer is legally binding on you.

## Player Loan Agreement

This Player Loan Agreement (“**Agreement**”) is made as of the date of the last signature below (“**Effective Date**”) by and between the esports team entity identified as the loaning team below (“**Loaning Team**”) and the esports team entity identified as the receiving team below (“**Receiving Team**”).

LOANING TEAM INFORMATION			
Team Name:		Team Owner:	
Address:		Email:	
RECEIVING TEAM INFORMATION			
Team Name:		Team Owner:	
Address:		Email:	
PLAYER INFORMATION			
Player Name:		Email:	
Address:		Player consent for this loan is: Required <input type="checkbox"/> Previously obtained <input type="checkbox"/>	
LOAN PERIOD			
Loan Start Date:		Loan End Date:	
Tournament		Season	[Spring/Summer/Fall]

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and contract as follows:

1. **BACKGROUND.** The Loaning Team and the player identified above (“**Player**”) have entered into a player services or professional gamer agreement (“**Player Agreement**”) pursuant to which, among other things, the Player has agreed to compete for the Loaning Team on an exclusive basis during the term of the Player Agreement. The Receiving Team desires to acquire the services of the Player on a temporary basis and the Loaning Team has agreed to make such services available to the Receiving Team on a temporary basis. The parties are entering into this Agreement to (a) set forth the terms and conditions applicable to the Player’s temporary transfer from the Loaning Team to the Receiving Team (the “**Loan**”), and (b) comply with the player loan requirements in the PUBG MOBILE Official Competition Rulebook (“**Rulebook**”).

2. **LOAN PERIOD.** The Loaning Team shall loan the Player to the Receiving Team on an exclusive and full-time basis for the duration of the loan period identified above (the “**Loan Period**”) to provide the services specified in the Player Agreement in accordance with its terms, subject to the roster rules for the game and

the temporary modifications set forth in this Agreement. . Any extension or reduction of the Loan Period is subject to mutual written agreement between Loaning Team and the Receiving Team.

**3. PUBLISHER APPROVAL.** The Loaning Team and the Receiving Team each acknowledge that if the proposed loan involves a player who will, during the Loan Period, participate in an “Official Competition” (as such terms is defined in the Rulebook) such loan requires the prior approval of Proxima Beta Pte. Limited or its designee (“**Proxima**”). For the avoidance of doubt, amateur or semi-amateur tournaments are not "Official Competitions", and thus are exempted from the player loan rules in the Rulebook. The Loaning Team shall be responsible for obtaining any required approval of Proxima for the proposed loan and shall, when making a request for approval, confirm that the proposed loan satisfies the loan requirements in the Rulebook.

**4. PLAYER’S CONTINUED ENGAGEMENT BY THE LOANING TEAM.** During the Loan Period, the Player will continue to be solely engaged by the Loaning Team. The Loaning Team shall remain responsible for paying the Player and for providing the Player with the benefits specified in the Player Agreement, except as provided below with respect to prize money, performance bonuses, and travel expenses and as otherwise modified by this Agreement. The Loaning Team shall pay all necessary employment taxes regarding the Player, report the Player’s income to the appropriate tax authorities, and withhold all taxes from the Player’s income, as required by law. The Player shall not be entitled to receive any pay or benefits from the Receiving Team, except as provided below with respect to prize money, performance bonuses, and travel expenses and as otherwise specified by this Agreement.

**5. PLAYER MANAGEMENT.** At all times during the Loan Period, the Player shall work under the exclusive direction, control, and supervision of the Receiving Team’s coaches and management. The Receiving Team shall accept full and exclusive responsibility for the Player’s actions performed in service to the Receiving Team during the Loan Period. During the Loan Period, the Player will have no work-related obligations for the Loaning Team unless otherwise agreed by the parties in writing.

**6. TEAM UNIFORMS AND EQUIPMENT.** During the Loan Period, the Receiving Team will assume the Loaning Team’s rights and obligations under the Player Agreement with respect to player uniforms and team-provided peripherals and other equipment.

**7. TRAINING SCHEDULE; SPONSORSHIP AGREEMENTS.** During the Loan Period, the Receiving Team will assume the Loaning Team’s rights and obligations under the Player Agreement with respect to the Player’s participation in (and time off from) training, streaming, matches and sponsor events. During the Loan Period, the Receiving Team will also assume the Loaning Team’s rights and obligations under the Player Agreement with respect to advertising, endorsement and sponsorship contracts unless otherwise agreed by the Player and the Receiving Team in writing.

**8. PAYMENT TERMS.**

8.1 Loan Fee Payment. The Receiving Team shall pay a loan fee to the Loaning Team at the monthly rate of *[insert amount]* (“**Loan Fee**”) for the services of the Player during the Loan Period. The Loaning Team will invoice the Receiving Team monthly for the Loan Fee, which shall be payable by the 15th day of the month following the services for which the invoice pertains. Payments shall be made by wire transfer to an account of the Loaning Team. All payments made by the Receiving Team under this Agreement shall be without set-off, counterclaim, or condition, and otherwise in accordance with this Agreement.

8.2 Prize Money and Performance Bonuses. The Loaning Team shall cause the Player to agree that, during the Loan Period, the Player will waive all prize money and collective and personal bonuses from the Loaning Team specified in the Player Agreement. In return, during the Loan Period, the Player shall be eligible for prize money payments and performance bonuses provided by the Receiving Team for achievements during the Loan Period (e.g., tournament placements, individual performance awards), which shall be paid directly to the Player by the Receiving Team in accordance with the following terms: *[insert description of the Receiving Team’s bonus structure]*.

8.3 Player Expenses. The Player may be required to travel during the Loan Period on behalf of the Receiving Team. During the Loan Period, the Receiving Team shall be responsible for paying (or reimbursing the Player for) all reasonable out-of-pocket business expenses incurred by the Player in connection with providing the services under this Agreement, including expenses incurred for travel and accommodation in accordance with the Receiving Team's travel and reimbursement policy.

## 9. EXPIRATION AND TERMINATION.

9.1 Expiration. Upon expiration of the Loan Period, the Player shall return to the Loaning Team and resume their duties to the Loaning Team, unless a permanent transfer or new loan agreement is negotiated between the parties.

9.2 Termination by the Receiving Team. The Receiving Team may, in its sole discretion, terminate this Agreement at any time and for any reason during the Loan Period by providing at least [insert number] days advance written notice to the Player and the Loaning Team. Additionally, the Receiving Team may terminate this Agreement by written notice to the Player and the Loaning Team if the Player is unable or unwilling to satisfactorily provide the services described in this Agreement for [insert number] consecutive workdays due to the Player's disability, illness, injury, or any other reason.

9.3 Termination by Loaning Team. This Agreement, and the Loan described herein, shall terminate automatically, without notice, if the Player Agreement is terminated for any reason. As between the parties, the Loaning Team retains the sole authority to terminate the Player Agreement and shall notify the Receiving Team in writing if it terminates the Player's services.

9.4 Effect of Termination. On expiration or termination of this Agreement, the Player will cease performing services for the Receiving Team. The Receiving Team will pay any outstanding invoices for the Player's services within thirty (30) days following expiration or termination and receipt of an invoice sent in accordance with this Agreement.

10. **INDEMNIFICATION**. Each party hereto (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other party (and its parent, subsidiary, and affiliated companies, including each of their respective officers, directors, agents and employees) (collectively, "**Indemnified Party**") from and against all third party losses, damages, liabilities, claims, actions, awards, and expenses, including reasonable outside attorney fees and costs (collectively, "**Losses**") based upon or arising out of (1) a breach (or allegation that, if true, would constitute a breach) of the Indemnifying Party's representations, warranties, covenants or obligations hereunder; or (2) a violation of applicable law. The Indemnified Party will tender an indemnifiable claim to the Indemnifying Party by (a) providing prompt written notice of any such indemnifiable claim to the Indemnifying Party; (b) providing all information in the Indemnified Party's possession relating to the indemnifiable claim; and (c) reasonably cooperating, at the Indemnifying Party's expense, with the Indemnifying Party's efforts to defend the claim. The Indemnifying Party shall have the right to control the defense and settlement of the indemnified claim, provided it does so diligently and in good faith, and to select its own counsel. The Indemnifying Party will have full control over such defense, including any settlement discussions or agreement, provided that the Indemnifying Party may offer any settlement, compromise, or discharge that admits any liability or affects the rights of the Indemnified Party only upon prior written approval of the Indemnified Party. The indemnification obligations of the parties shall survive the expiration or termination of this Agreement.

11. **PLAYER CONSENT**. If the box in the table above specifies that player consent to the Loan has been previously obtained, then the Loaning Team represents and warrants to the Receiving Team that the Player has provided advance consent for the Loan in the text of the Player Agreement. If the box in the table above specifies that player consent to the Loan is required, then the validity and enforcement of this Agreement is subject to the consent of the Player, which is evidenced by the Player's signature below.

12. **GOVERNING LAW AND SEVERABILITY**. This Agreement (including any questions relating to its existence, validity, or scope) will be governed by the laws of [insert jurisdiction] without giving effect to its principles or rules of conflict of laws. If any provision of this Agreement or the application of any such

provision to any person, entity or circumstance will be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement.

**13. GENERAL PROVISIONS.** This Agreement: (1) may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one instrument; (2) may be amended or supplemented only by a written instrument signed by the parties hereto; (3) shall not be assigned by a party without the other party's prior written consent; (4) shall be binding upon the respective successors, trustees and permitted assigns of the parties hereto; (5) does not create a partnership, joint venture, agency, or other similar relationship between the parties hereto or authorized a party to waive any right, or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other; and (6) constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement. No provision of this Agreement may be waived orally. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Proxima shall be a third party beneficiary of this Agreement with independent rights of enforcement. For purposes of this Agreement, a signature on a counterpart sent as a PDF attachment to an email shall be fully binding as though it was an original signature to the fullest extent permitted by applicable law. Delivery of an executed counterpart of a signature page to this Agreement may also be made by electronic or digital delivery using a generally recognized e-signature technology (e.g., DocuSign or Adobe Sign).

*[End of text; signature page follows]*

**IN WITNESS WHEREOF**, this Player Loan Agreement has been executed and delivered by the parties hereto on the Effective Date.

<b>LOANING TEAM:</b>		<b>RECEIVING TEAM</b>	
By:	X _____	By:	X _____
Name:		Name:	
Title:		Title:	
Date:		Date:	

**Accepted and Approved:**  
(if required)

Signed: X \_\_\_\_\_

Player Name: \_\_\_\_\_  
(printed)