

SAMPLE PROFESSIONAL GAMER AGREEMENT

How to Use this Form and Related FAQs

WHY DO WE NEED THIS? This form Professional Gamer Agreement (the “**Sample Agreement**”) has been developed to assist players and team owners in their efforts to negotiate clear and simple agreements that spell out the obligations of each party. The Sample Agreement is intended as a starting point to document the agreement between the team owner and the player with respect to participation in a professional esports competition. By using this Sample Agreement, players will be better able to understand and enforce their rights and team owners will be able to reduce the expenses associated with creating player contracts.

DO I HAVE TO USE THIS SAMPLE AGREEMENT? NO. Use of the Sample Agreement by players and team owners is entirely optional. Nothing in the Sample Agreement is intended to set the specific terms and conditions that will be binding on the player and team owner.

HOW IS THIS SAMPLE AGREEMENT HELPFUL TO ME? The Sample Agreement was designed to be customizable, so that a player and team owner can use the “check the box” features of the form to customize the agreement to fit their own individual needs and to accurately reflect the terms mutually agreed upon by the team owner and player. There is also a customizable exhibit to the Sample Agreement that includes space to add additional terms if they are needed.

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 Form 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 player and team 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 *PUBG MOBILE*. 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 (a) you are a player, team manager, or team owner who participates in tournaments or competitions that feature play of *PUBG MOBILE* by professionals, and (b) the Sample Agreement is used solely for purposes of establishing a legal relationship between team owner and a player engaged in competitive play of *PUBG MOBILE*. 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 this Sample 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 this 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.

Professional Gamer Agreement

This Professional Gamer Agreement (“**Agreement**”) is made as of the effective date specified in the Business Terms below (“**Effective Date**”) by and between: (1) the individual player identified in the Business Terms below (“**Player**”); and (2) the esports team owner identified in the Business Terms below (“**Team Owner**”) on behalf of the esports team named below (“**Team**”). This Agreement is comprised of the Business Terms and the attached Standard Terms and Conditions (including the exhibits). The Player and the Team Owner hereby agree, and contract as follows:

BUSINESS TERMS			
Player			
Player Name/ Tag/ Date of Birth:	[insert player’s full name]	[insert player’s gamer tag]	[insert player’s D/O/B]
Residence Address:	[insert address of player]		
Email and Phone:	[insert player’s email]	[insert player’s phone number]	
Nationality/ Citizenship:	[insert player’s nationality]		
Team Owner and Team			
Team Name:	[insert name of team]		
Team Owner (Legal Entity):	[insert full, legal name of entity that owns the team]		
Address:	[insert address of entity]		
Owner’s Representative:	[insert contact name]		
Email and Phone:	[insert Owner Rep’s email]	[insert Owner Rep’s phone number]	
Other Terms			
Effective Date:	[insert date]	Expiration Date:	Twelve (12) months after the Effective Date.
Governing Law:	[insert country or state]	Place for Dispute Resolution:	[insert city]

*****IMPORTANT: By signing below, the Team Owner and the Player both agree to be bound by the Business Terms and the attached Standard Terms and Conditions (including the exhibits). *****

IN WITNESS WHEREOF, the Player and the Team Owner have entered into this Professional Gamer Agreement with effect from and after the Effective Date.

PLAYER

Player's Signature: X_____

Name (printed): _____

TEAM OWNER

Team Owner Name: _____

Team Name: _____

Signature: X_____

Name (printed): _____

PARENT OR GUARDIAN

Parent or Guardian Signature: X_____

Name (printed): _____

I am the parent or legal guardian of the player named above, who is under the age of majority and, by signing above, I hereby do consent to the terms and conditions of this Professional Gamer Agreement.

PLAYER AGENT

Player Agent's Signature: X_____

Name (printed): _____

Mobile Number: _____

Company Name: _____

I am the authorized agent or representative of the player named above. I have reviewed and approved the terms and conditions of this Professional Gamer Agreement.

Professional Gamer Agreement

Standard Terms and Conditions

1. BACKGROUND AND PURPOSE:

1.1 Team Owner: The Team Owner owns and operates the esports team identified in the Business Terms (“**Team**”), which competes in professional esports tournaments and matches that feature play of *PUBG MOBILE* (each, a “**Tournament**”). The Team Owner wishes to engage the Player to play *PUBG MOBILE* professionally in one or more Tournaments as a member of the Team.

1.2 Player: The Player is a professional esports athlete with a proven record of success in *PUBG MOBILE* competitions. The Player wishes to compete in the Tournaments as a member of the Team and to build his or her personal brand as a professional gamer.

1.3 Purpose: This Agreement sets forth the terms and conditions applicable to the Player’s participation in the Tournaments as a member of the Team. This Agreement describes the rights and obligations of the Player and the Team Owner, including the (1) Team Owner’s obligation to pay the Player for his or her services; and (2) the Player’s obligation to compete for the Team to the best of his or her skill and ability and abide by the official rules for competitive play of *PUBG MOBILE* issued by the operator of a Tournament (“**Tournament Operator**”).

2. PLAYER SERVICES:

2.1 Engagement: The Team Owner hereby engages the Player as an independent contractor to: (1) play *PUBG MOBILE* as a member of the Team at the Tournaments and at the other live and online games, matches, bootcamps, and events organized by the Team or the Tournament Operator during the term of this Agreement (collectively, the “**Tournament Events**”); (2) represent the Team in public interactions with fans, sponsors, and members of the media, as instructed by the Team’s coaches from time to time; and (3) provide the marketing, promotion, content and merchandise creation, streaming, and other professional services specified in this Section 2 and in Exhibit A (items (1), (2) and (3), collectively, the “**Player Services**”).

2.2 Training and Fitness: The Player agrees to: (1) participate in training sessions and scrimmages at reasonable times designated by the Team Owner in the training schedule for the Team, subject to the restrictions and blackout dates, if any, specified in Exhibit A; and (2) maintain the standard of mental and physical fitness that is associated with a professional athlete engaged in esports competitions at the highest level.

2.3 Promotional Activities: The Player agrees to participate in a reasonable number of marketing, advertising and promotional activities related to the Tournaments and the Team (“**Promotional Activities**”), subject to the restrictions and blackout dates, if any, specified in Exhibit A. The Player agrees to participate in Promotional Activities at reasonable times and places designated by the Team Owner or the Tournament Operator, including those types of activities specified in Exhibit A, if any.

2.4 Content Creation and Streaming:

(a) The Player agrees to (1) create and publish original content on the Team’s designated social media accounts, as directed by the Team’s managers from time to time; (2) use reasonable efforts to engage with and grow the Team’s fan base; and (3) if requested by the Team Owner, use the Team’s specified branding or custom overlay on the Player’s personal social media accounts. The content created by the Player for the Team pursuant to this Agreement (“**Player Content**”) may include posts, stories, videos, live streams, and other forms of digital media suitable for the Team’s designated platforms. The Player Content will, at a minimum, include the items in Exhibit A.

(b) The Player shall produce and post Player Content according to a schedule specified by the Team Owner, subject to the restrictions and blackout dates, if any, specified in Exhibit A. All Player Content must adhere

to and comply with: (1) the branding, content, and streaming guidelines provided by the Team Owner; (2) the terms and conditions of the applicable social media platform; and (3) all applicable laws and regulations, including those related to intellectual property and advertising standards.

(c) If the Player is granted direct access to the Team's social media accounts, the Player acknowledges that such access is granted solely for the purpose of fulfilling the Player's content creation obligations. The Player agrees to maintain the security and confidentiality of the account credentials and to use the accounts in a manner consistent with the Team's policies and objectives.

(d) Unless otherwise stated in Exhibit A, all Player Content created by the Player for the Team's social media accounts pursuant to this Agreement shall be owned exclusively by the Team Owner as works made for hire. The Player hereby assigns all rights, title, and interest in the Player Content to the Team Owner and waives any moral rights associated with such content.

2.5 Sponsorships.

(a) The Player acknowledges that the Team Owner may enter into sponsorship agreements with one or more sponsors during the term of this Agreement ("**Team Sponsors**"). If requested by the Team Owner, the Player agrees to participate in Promotional Activities relating to the Team Sponsors, including by wearing the branded apparel of the Team Sponsor, participating in marketing campaigns, and attending events, in each case as required by the Team Owner and subject to the restrictions and blackout dates, if any, in Exhibit A. The Player shall not engage in any activities that could conflict with or undermine the interests of a Team Sponsor.

(b) If requested by the Team Owner, the Player agrees to use and display the products or services provided by Team Sponsors during Tournament Events and Promotional Activities. The Player shall not use or display products or services from competitors of Team Sponsors in these contexts. The Team Owner shall ensure that all activities relating to Team Sponsors do not imply an individual or personal endorsement by the Player.

(c) Unless otherwise specified in Exhibit A, the Player retains the right to enter into individual sponsorship agreements with third parties ("**Individual Sponsors**") during the term of this Agreement, provided that such agreements (1) do not conflict with a Team Sponsor agreement; and (2) are consistent with the Team's brand image and reputation. Prior to entering into any agreement with an Individual Sponsor, the Player must obtain written approval from the Team Owner, not to be unreasonably withheld or delayed.

(d) The Player represents and warrants that, as of the Effective Date: (1) all of the Player's Individual Sponsors are listed in Exhibit A, and (2) except for the Individual Sponsors listed in Exhibit A, the Player has not entered into any contract or commitment with a sponsor that is, or will be, in effect at any time during the term of this Agreement.

(e) The Player agrees that all promotional activities related to Individual Sponsors must be conducted outside of official Team activities, unless otherwise approved by the Team Owner. The Player shall ensure that all activities relating to Individual Sponsors: (1) comply with the terms of this Agreement, (2) do not negatively impact the Team's brand or reputation, and (3) do not imply an endorsement by the Team.

2.6 Team Uniforms and Equipment: The Player agrees to (1) wear only the uniforms, hats, clothing, shoes, patches, badges and other insignia and logoed items provided by the Team Owner at all Tournament Events and Promotional Activities; and (2) use, display and feature all equipment, peripherals, hardware, software, food items, beverage items, and other goods and services specified by the Tournament Operator at all Tournament Events and Promotional Activities.

2.7 Professional Conduct: As a member of the Team, the Player agrees to abide by the official rules for competitive play of PUBG MOBILE issued by the Tournament Operator and made available to players, as amended from time to time ("**Tournament Rules**"). The Player further agrees to: (1) play and compete to the best of his or her skill and ability in all Tournament Events; (2) maintain his or her eligibility to play in the

Tournament (as set forth in the Tournament Rules); (3) maintain his or her public image as a professional player of PUBG MOBILE; and (4) comply with all applicable laws in the performance of his or her responsibilities pursuant to this Agreement.

2.8 Prohibited Conduct: The Player agrees not to: (1) engage in any activity or practice that brings the Player into public disrepute, scandal or ridicule, or damages his or her public image; (2) engage in bribery, cheating, match fixing, gambling on Tournament games or the use of illegal drugs; (3) post, publish or communicate to any person or entity or in any public forum any false, defamatory, libelous, or slanderous remarks, comments or statements concerning the Team, the Tournament Operator, the publisher of PUBG MOBILE or any of their respective affiliates, officers, directors or employees; (4) share PUBG MOBILE accounts or use any known cheats, hacks or exploits for PUBG MOBILE at any Tournament Event; or (5) offend the dignity or integrity of a country, private person or group of people through contemptuous, discriminatory or denigrating words or actions on account of race, skin color, ethnic, national or social origin, gender, language, religion, political opinion or any other opinion, financial status, birth or any other status, sexual orientation or any other reason.

3. OBLIGATIONS OF THE TEAM OWNER:

3.1 Resources Provided by the Team: The Team Owner agrees to provide the Player with the resources specified in Exhibit A during the term of this Agreement on an as-needed basis.

3.2 Travel and Accommodation: The Team Owner shall be responsible for arranging and covering the costs of travel and accommodation for the Player during all bootcamps and other Promotional Activities organized by the Team Owner.

3.3 Gear Allowance: The Team Owner will provide the Player with the gear allowance, if any, specified in Exhibit A. This allowance may be used by the Player to purchase gaming gear of his or her choice, including peripherals, gaming chairs, monitors, headphones, and other equipment that enhances the Player's performance and comfort. The Player agrees: (1) to use the allowance solely for gaming gear purchases; (2) to maintain the gear in good condition, subject to normal wear and tear; and (3) to return all gaming gear purchased with the gear allowance to the Team Owner after the expiration or termination of this Agreement.

3.4 No Obligation to Start or Play: The Team Owner is not obligated to (1) start or play the Player in any Tournament Event, or (2) exploit the Player Services or any of the rights or licenses granted by the Player in this Agreement. The decision as to when and how often the Player will compete in Tournament Events shall be made by the Team's head coach in his or her sole discretion.

4. PLAYER COMPENSATION:

4.1 Base Compensation: For performance of the Player's services and all other promises and undertakings of the Player to the Team Owner, the Team Owner shall pay the Player the monthly amount specified in Exhibit A ("**Base Compensation**"). If the Player provides the Player Services for less than a full month, the Player's monthly Base Compensation shall be paid on a pro rata basis to account for the actual number of days worked.

4.2 Prize Money. If the Team wins prize money as a result of the Team's performance in a Tournament Event ("**Team Prize Money**") and the Player was on the active roster for the Team at all relevant times during such Tournament Event, the Team Owner shall pay the Player the portion of such Team Prize Money that it collects specified in Exhibit A, after deducting any applicable taxes. The Player shall be entitled to retain 100% of any prize money that is awarded to the Player based solely on the Player's individual performance, skills, or achievements during a Tournament Event ("**Individual Prize Money**"). Such Individual Prize Money shall not be subject to distribution among the Team or its members. If the Team Owner collects any Individual Prize Money on behalf of the Player, it will remit the full amount, net of any taxes, to the Player within thirty days.

4.3 Leaderboard Bonus. If Exhibit A provides for the payment of a leaderboard bonus, the Player's share of the Team's Prize Money will be increased for the remainder of the term of this Agreement by the amount specified in Exhibit A each time Team finishes in the top three (3) of an A-tier/S-tier event (as determined by Liquipedia), up to a maximum specified in Exhibit A.

4.4 Streaming Revenue: If the Player performs the content creation and streaming obligations specified in Section 2.4 and the terms of Exhibit A provide for a sharing of streaming revenue, then the Team Owner shall pay the Player the portion of the net revenue specified in Exhibit A that is received by the Team Owner from the distribution of the Player Content during the term of this Agreement.

4.5 Team Sponsor Revenue Sharing: If the Player participates in marketing activities related to a Team Sponsor's products or services as provided in Section 2.5 and the terms of Exhibit A provide for a sharing of sponsorship revenue, then the Team Owner shall pay the Player the portion of the net revenue specified in Exhibit A that is received by the Team Owner from such Team Sponsor during the term of this Agreement.

4.6 Participation Reward: The Team may become eligible to receive a participation reward from the Tournament Operator or a Game Distributor ("**Participation Reward**"). The parties understand and agree that if a Participation Reward is awarded to the Team, that amount shall not be considered "Team Prize Money" and the Team Owner shall be entitled to retain 100% of any such Participation Reward.

4.7 Expenses: The Team Owner agrees to reimburse the Player for reasonable and necessary expenses incurred in connection with the performance of the Player's duties under this Agreement, provided that such expenses were approved in advance by the Team's general manager in writing. The Player must submit a reimbursement request within thirty (30) days of incurring the approved expense. Requests submitted after this period may be denied at the Team Owner's discretion. The reimbursement request must include an expense report, original receipts, and any other supporting documentation required by the Team's expense reimbursement policy. The Team Owner will process approved reimbursement requests within thirty days of receipt of the complete and accurate expense report and supporting documentation. The Team Owner reserves the right to deny reimbursement for expenses that exceed the approved amount or do not comply with the Team's expense reimbursement policy.

4.8 Payment Terms: The Team Owner shall pay the Player his or her compensation, less applicable taxes, and withholdings. Provided the Player provides written authorization, all payments of Base Compensation and any other amounts due to the Player will be made in arrears by electronic payment to the account of the Player specified in Exhibit A.

4.9 Deductions: If any fine is properly levied by the Team Owner or the Tournament Operator against the Player in accordance with the Tournament Rules or this Agreement, then in each case the amount of such repayment or fine may, to the extent allowed by applicable law, be deducted by the Team Owner from payments coming due to the Player under this Agreement.

4.10 Withholding: The amounts in this Section are amounts paid to the Player before deducting any taxes, which shall be borne by the Player. Payment of Base Compensation and other amounts shall be subject to such reporting and withholding for applicable taxes as is required by applicable law. If requested by the Team Owner, the Player agrees to complete and submit such tax forms as the Team Owner may reasonably require. The Player acknowledges that his/her payment is conditioned on the Team Owner's receipt of those forms.

5. ELIGIBILITY:

5.1 Eligible Entrant: The Player represents and warrants to the Team Owner that the Player: (1) is an eligible entrant, as defined in the Tournament Rules; (2) has reached the age of majority in his or her home jurisdiction or, if not, will either (A) reach the age of majority prior to the date that the first Tournament Event begins, or (B) obtain the consent of his or her parent or legal guardian to execute this Agreement and any other Tournament-

required documentation; (3) is a citizen of the country specified in the Business Terms; (4) will be available to attend in-person any live or LAN Tournament Events; (5) is able to travel to and remain in the jurisdiction where the Tournament Events and Promotional Activities will take place and to participate in the Tournament Events and Promotional Activities; and (6) does not require the consent of any other person or entity (other than his or her parent or guardian, if the Player is under the age of majority) to enter into and perform the Player's obligations in this Agreement.

5.2 No Conflicts with Other Agreements: Each party represents and warrants to the other party that the execution and performance by it of its obligations under this Agreement will not constitute a breach of, or conflict with, any other agreement or arrangement, whether written or oral, by which it is bound. In particular, the Player represents and warrants that he or she is not presently under contract with any other professional esports team.

6. FINES, SUSPENSIONS, AND DISQUALIFICATIONS: The Player acknowledges and agrees that he or she may be subject to fines, suspensions and/or disqualifications imposed by the Tournament Operator for violation of the Tournament Rules and that these fines, suspensions and/or disqualifications are reasonable and necessary in order to maintain the integrity of the PUBG MOBILE and Tournament Events. The Player further acknowledges and agrees that he or she may be subject to fines imposed by the Team Owner if his or her conduct hurts the Team or other members of the team; provided that any fines levied by the Team Owner and/or the Tournament Operator shall not, in the aggregate, cause the Player's monthly payment to fall by more than five percent (5%) in any month during the term of this Agreement. To the extent permitted by law, any fines levied by the Team Owner or the Tournament Operator against the Player may be deducted from payments otherwise due to the Player under this Agreement. The Player acknowledges that if a deduction from the Player's compensation is insufficient to remedy the harm done to the Team or the Tournament, or insufficient to deter future harmful conduct by the Player, then the Team or the Tournament Operator may impose suspensions or disqualifications.

7. RISKS ASSOCIATED WITH GAME PLAY: The Player confirms that he or she is aware of the risks, dangers, and hazards associated with PUBG MOBILE play at the professional level in Tournament Events and he or she freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from his or her participation in such activities.

8. TERM AND TERMINATION:

8.1 Term: This Agreement shall commence on the Effective Date specified in the Business Terms and shall continue in full force and effect until the date that is twelve months thereafter, unless earlier terminated in accordance with the provisions of this Agreement. Upon the mutual agreement of both parties, this Agreement may be renewed for an additional term of six (6) months. Any such renewal shall be documented in writing and signed by both parties prior to the expiration of the current term. For clarity, this Agreement does not renew automatically from month-to-month, season-to-season or otherwise. If the term of this Agreement is scheduled to expire during a Tournament in which the Team is participating, the parties agree to negotiate in good faith a short-term renewal so that the term of this Agreement can expire at the end of such Tournament.

8.2 Termination Due to Player Ineligibility: The Player's participation as a Team member is subject always to his or her being legally permitted to play. Each party shall have the right to terminate this Agreement: immediately if the Player is not legally permitted to play the PUBG MOBILE as and when required by this Agreement.

8.3 Termination for Breach: Each party shall have the right to terminate this Agreement if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice thereof by the non-breaching party.

8.4 Termination Without Cause: The Team Owner reserves the right to terminate this Agreement at any time, without cause, by providing the Player with ten (10) days' written notice. Upon such termination, the Team

Owner shall be obligated to pay the Player any accrued but unpaid compensation through the date of termination, plus the early termination charge, if any, specified in Exhibit A.

8.5 Effect of Termination: On the expiration or termination of this Agreement for any reason, the Player shall immediately (1) cease all use of the Team Owner's logins, passwords and other account credentials; (2) cease all use of the Team uniforms and apparel; (3) cease all use of the Team Owner's training, and/or practice facilities, and (4) return to the Team Owner any peripherals, hardware, documents, playbooks, keys or access cards to the Team Owner's training and practice facilities, and other property belonging or relating to the Team Owner or to the Tournament Operator then in the Player's possession or under his or her control. For the avoidance of doubt and notwithstanding anything herein to the contrary, there are no non-complete or other similar noncompetition restrictions or provisions in this Agreement that restrict the Player from joining another esports team, organization or company after the expiration or termination of this Agreement.

9. USE OF NAME, IMAGE, AND LIKENESS:

9.1 NIL License: Unless prohibited by law, the Player hereby grants to the Team Owner a royalty-free, fully paid-up, worldwide right and license to copy, display, distribute, edit, host, store and otherwise use the Player's name, image, likeness, nickname, initials, photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, biographical information, backstory and any streams of the PUBG MOBILE in which the Player participates ("**Player NIL Materials**"), and create derivative works thereof, in any and all present and future media, on or in connection with: (1) the Tournament Events and Promotional Activities and the broadcast, streaming or other distribution of any of the foregoing; (2) the broadcast, streaming or other distribution of the Player Content; and (3) any group licensing agreements with third parties that are negotiated by the Team Owner or the Tournament Operator. For the avoidance of doubt, the foregoing license shall be granted on a perpetual basis to the extent any of the Player NIL Materials are integrated into existing media during the term of this Agreement, including in respect of any highlight clips, compilations, or adaptations of such media created following the expiration or termination of this Agreement.

9.2 Sublicenses to Player NIL Materials: The Player agrees that the Team Owner may sublicense the rights granted in this Section to one or more third parties without additional payments or other consideration to the Player.

10. AUTHORIZED PLAYER AGENT: If the Player is represented by an agent, then (1) the agent's name and contact information shall be listed on the signature page; and (2) the Team Owner and the Tournament Operator may rely on information and materials received from such agent as if they were received directly from the Player unless and until otherwise notified in writing by the Player.

11. CONFIDENTIALITY:

11.1 Confidentiality Undertakings. The Player agrees that any information that the Player and/or the Player's agent or representatives learn during the course of, or in connection with, the Player's engagement hereunder concerning the Team's business operations, financial affairs, or any other information concerning the business of the Team and/or Team Owner, is the confidential information of the Team Owner. Each party hereto agrees that the information in Exhibit A is the confidential information of both parties. Each party agrees to keep confidential and not disclose to any third party the confidential information of the other party, unless and to the extent (1) required by law or by order of a court or a governmental body having the authority to require disclosure, or (2) in connection with any proceeding brought by either party to enforce this Agreement. Each party shall give reasonable notice to the other before complying with such an order compelling disclosure in order to give the other party sufficient time to protect its interests. Nothing in this Section shall prohibit the disclosure of confidential information to the Tournament Operator if and as required by the Tournament Rules or an agreement with the Tournament Operator. The provisions of this Section 11 shall survive the expiration or termination of this Agreement.

11.2 Press Releases: The Player agrees not to issue any press release or make any public announcements relating to this Agreement, the relationship established by this Agreement, or otherwise relating to the Team, the Tournament Operator, or the Tournament without the Team Owner's prior written consent.

12. DISCLAIMERS: By signing this Agreement, the Player acknowledges that he or she is engaged solely by the Team Owner and is not an employee or contractor of the Tournament Operator or any entity involved in the development, publication, or distribution of PUBG MOBILE ("**Game Developer**"). Nothing in this Agreement may be construed or used as evidence that either the Tournament Operator or the Game Developer is an employer, joint-employer, and/or co-employer of the Player.

13. DISPUTE RESOLUTION: This Agreement (including any questions relating to its existence, validity, or scope) will be governed by the laws of country specified in the Business Terms. The Player and Team Owner each agree to submit to the personal jurisdiction of the courts located within the country and city specified in the Business Terms to resolve any dispute or claim arising from this Agreement.

14. RELATIONSHIP OF THE PARTIES: The Player enters into this Agreement, and shall remain without interruption throughout the term of this Agreement, an independent contractor. The Player agrees that he or she is not and will not become an employee, partner, agent, or principal of the Team Owner or the Team while this Agreement is in effect. The Player will not be controlled by the Team Owner as to the specific details or manner of the Player Services, it being understood that the Team Owner's intent is the results achieved by the Player. The Player is not entitled to the rights and privileges of employment that are extended to the Team's employees, including sick leave, annual leave, holiday leave, disability or unemployment insurance, medical insurance, workers' compensation, severance, or any other employment benefit. The Player agrees that he or she is not an employee, joint employee, agent, or service provider to the Tournament Operator, the Game Developer or any of their affiliates.

15. CONSENT OF PARENT OR GUARDIAN: If the Player is under the age of majority in his or her home jurisdiction, then the parent or guardian signing this Agreement: (1) consents to the terms and conditions set forth in this Agreement, including the license to Player NIL Materials granted herein; (2) gives permission for the Player to attend, compete and participate in the Tournament Events and Promotional Activities and to travel in connection therewith; and (3) accepts that participation in video game competitions, practices, and related activities may involve certain risks, including physical and emotional stress, the potential for online harassment, and the other risks, dangers, and hazards listed and described in Section 7 above.

16. SUPPLEMENTAL TERMS: The Supplemental Terms and Conditions specified in Exhibit A, if any, are incorporated into this Agreement.

17. GENERAL TERMS: If any provision of this Agreement or the application of any such provision to any person, entity, or circumstance is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement. In entering into this Agreement, the Player confirms that he or she is not relying on any oral or written statements or representations made by any person with respect to PUBG MOBILE, the Tournament Events, the Promotional Activities, the Team, the Tournament, the Tournament Operator, the Game Developer, or this Agreement. The Player acknowledges and agrees that, notwithstanding the confidentiality provisions above, this Agreement (and the information relating to the Player contained in it) may be provided to the Tournament Operator for various purposes related to administration of the Tournament, including regulatory and accounting purposes, and the Player consents to the disclosure of this Agreement and a summary of its key terms to the Tournament Operator and the storage and processing of information contained in it. This Agreement, including the Business Terms and Exhibit A, is the entire agreement of the parties. This Agreement supersedes and replaces all prior or contemporaneous agreements or representations, written or oral, regarding the Player's services to the Team Owner as a player of PUBG MOBILE or participant in the Tournament. This Agreement may not be amended except by a written amendment signed by the Player and the Team Owner.

[End of Standard Terms and Conditions]

EXHIBIT A

Professional Gamer Agreement Player Compensation Terms

Player Name:	Team Owner:

Player Services	
Training Schedule:	Training sessions to occur [insert number] days per week, with approximately [insert number] hours of training per week required.
Promotional Activities:	The Player agrees to participate in various promotional activities as directed by the Team Owner, which may include, for purposes of example, the following: (1) attending community events and charity, either in person or virtually; (2) participating in scheduled autograph signings for fans, sponsors, or community groups; (3) engaging in interviews, press conferences, radio shows, podcasts, or other media appearances to promote the Team or its sponsors; (4) posting approved content on personal social media accounts, participating in live streams, or engaging with fans online in accordance with the Team’s social media policy; (5) participating in video or photo shoots for team advertisements, promotional campaigns, merchandise launches, or sponsor collaborations; (6) attending and participating in sponsor-related events, including meet-and-greets, product launches, or hospitality events for sponsors; (7) assisting in team-sponsored youth sports clinics, camps, or other similar community outreach programs designed to promote the sport and encourage youth participation; (8) supporting the promotion of team merchandise; (8) participating in fan-focused events such as fan fests, season ticket holder events, or other similar activities that aim to engage with and build the fanbase; and (9) engaging in pre-game, halftime, or post-game promotional activities, such as fan contests, award ceremonies, or other promotional opportunities as directed by the Team.
Player Content:	<input type="checkbox"/> None required The Player will create the following items of Player Content [insert list] for the following social media platforms [insert list].
Sponsorships:	<input type="checkbox"/> Individual player sponsorships are permitted <input type="checkbox"/> Individual player sponsorships are NOT permitted As of the Effective Date, the Player’s existing sponsorships are limited to the following: [insert list of the player’s sponsorships]
Restrictions:	<input type="checkbox"/> None The Player’s obligation to provide the Player Services will be subject to the following restrictions: [insert list of restrictions requested by the Player]
Blackout Dates:	<input type="checkbox"/> None No Player Services will be required on any of the following blackout dates: [insert list of dates requested by the Player]

Team Owner Obligations			
Resources Provided by the Team (check applicable items):	<input type="checkbox"/> Training facilities	<input type="checkbox"/> Access to nutritionists	<input type="checkbox"/> Access to coaching staff
	<input type="checkbox"/> Access to sports psychologists	<input type="checkbox"/> Analytical support	<input type="checkbox"/> Access to mental health resources
	<input type="checkbox"/> Legal support	<input type="checkbox"/> Image management and PR training	<input type="checkbox"/> Workload management training
Gear Allowance:	<input type="checkbox"/> None	[insert amount]	

Player Compensation		
Base Compensation		[Insert amount] monthly, equivalent to [insert amount] annually.
Prize Money:	<input type="checkbox"/> None	The Player will receive [insert] % of Team Prize Money.
Leaderboard Bonus:	<input checked="" type="checkbox"/> None	The Player’s share of the Team Prize Money will increase by [insert] %, up to a maximum of [insert] %.

Streaming Revenue:	<input type="checkbox"/> None	[insert amount and description]
Team Sponsor Revenue Share:	<input type="checkbox"/> None	The Player will receive [insert]% of net revenue from the Team Sponsors.
Early Termination Charge:	<input type="checkbox"/> None	A one-time payment of [insert amount] due and payable within [30] days of the date of termination.
Other:	<input type="checkbox"/> None	[insert other compensation, if any]

Player's Bank Account Information			
Receiving Bank Name:		Routing No.:	
Recipient Name:		Recipient Account No.:	
Recipient Address:		Recipient Address:	

Supplemental Terms and Conditions	
<input type="checkbox"/> None	<input type="checkbox"/> The following terms and conditions supplement, and form a part of, the Agreement between the Player and the Team Owner (add pages as needed): [insert additional terms]

* * *