



General Terms and Conditions 90/24 Media B.V.

I. Definitions

Agreement: means the Term Sheet and these General Terms and Conditions, including the Annexes;

Athlete Content: means all text, images, videos and other audio-visual material, editorial or commercial, created by Athlete or his Image Rights Agent or any third party for Athlete, consisting of unique and original content with the objective to develop Athlete's personal brand, for the purpose of publication on any of the Social Media Channels;

90/24 Content: means all text, images, videos and other audio-visual material, editorial or commercial, created by 90/24 for Athlete, consisting of unique and original content with the objective to develop Athlete's personal brand, for the purpose of publication on any of the Social Media Channels;

Digital Media Services: all social media accounts owned or controlled by Athlete, on platforms such as Facebook, Twitter, Instagram, Snapchat, Weibo, YouTube, Google+, Pinterest & VK, Sina/Tencent Weibo, Spotify, SportLobster, WeChat, VKontakte, LINE, QQ, Kakaotalk and any other social network, messenger services or digital media channels agreed by the Parties as deemed relevant by 90/24

Content Production Services: means the creation, development and production by 90/24 of 90/24 Content for Athlete;

Commercial Media Services/Deal: means the commercial exploitation by 90/24 of the Social Media Channels and/or the 90/24 Content and/or the Athlete Content, by means of advertising, sponsoring, product placement, product endorsement, etc.;

Commercial Deal Budget: means the budget of a commercial deal with a third party who pays for the Commercial Media Services;

IP Rights: means copyright, neighbouring rights, design rights, trademark rights, rights to business names and domain names, goodwill and the right to sue for passing off or unfair competition, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Trademarks: means trademarks, marks, and trade names that Athlete owns, uses or may adopt from time to time;

Image Rights: means the Athlete's worldwide image rights, which shall include his name, likeness, portrait rights, personality or other personal indicia, such as physical or style characteristic, signatures, nicknames, logos or slogans associated with him. 90/24 Content is 100% owned by 90/24. Athlete Content is 100% owned by Athlete and/or Image Rights Agent. During the Term each party shall have a worldwide royalty-free right to use the other party's Content for the purpose of providing the Social Media Services. Sublicensing of Athlete Content only after written consent of Athlete. 90/24 is allowed to use produced Athlete content, up to a year after termination of this agreement, for internal and/or 90/24 brand promotional purposes only after written approval of the Athlete;

Social Media Channels: means Facebook, Twitter, Instagram, Snapchat, Weibo, YouTube, Google+, Pinterest, Sina/Tencent Weibo, Spotify, Snapchat, SportLobster, WeChat, VKontakte, LINE, QQ, Kakaotalk and any other social network, messenger services or digital media channels as deemed relevant by 90/24;

Net Revenues: means all gross income generated and received from the Commercial Media Services by 90/24 or by other party, including Athlete himself and his agents and representatives, after deduction of VAT and other taxes, discounts, actually incurred expenses and costs of 90/24 and third parties, regardless of whether such income is received during the Term or after termination of the Agreement;

Territory worldwide;

Data Processing: Annex I contains the agreements regarding the handling and processing of Personal Data of Data Subjects in provision of the Digital Media Services and is attached to this Agreement as Annex I and forms integral part thereof;

II. Digital Media Services

1. 90/24 shall provide the Digital Media Services to Athlete under the terms of the Agreement in accordance with professional standards. Athlete and/or Image Rights Agent shall fully cooperate with 90/24 and its representatives to enable 90/24 to perform the Digital Media Services.

2. In providing the Digital Media Services 90/24 shall use its best efforts to attract, grow and retain an online audience and social media followers of Athlete, without accepting any obligation to reach a certain result in terms of quantity and/or quality or in any other terms. Furthermore, 90/24 shall use its best efforts to commercially exploit the Digital Media Services, the Social Media Channels and to negotiate and close commercial agreements beneficial to the Athlete for that purpose on behalf of the Athlete. Athlete acknowledges and agrees that the 90/24 Content and the Athlete Content may contain any kind of advertisements or other commercial content, including before, after or otherwise attached or connected to the 90/24 Content and/or the Athlete Content, in each case as 90/24 shall deem appropriate from time to time. 90/24 may use third parties to include commercial content on the Social Media Channels. The Athlete will always have the final say to authorize commercial deals beforehand via written approval.

3. 90/24 is entitled to represent and act on behalf of other persons and athletes as their Digital Media Services provider, or for any other related services, throughout the Term of this Agreement and 90/24 may therefore also create and use, directly or indirectly, any content that is similar in any way to the 90/24 Content for any third party. In the performance of its services under this Agreement 90/24 shall be entitled to have regard to its overall responsibility in relation to all athletes as may from time to time be entrusted to its services as Digital Media Services provider.

4. The Digital Media Services performed by 90/24 for Athlete shall be determined and rendered in close consultation between 90/24 and Athlete and/or Image Rights Agent and may include management of Athlete's Social Media Channels, such as:



- i. Set-up, maintenance, management and coordination of the Social Media Channels;
- ii. Development and execution of a social media strategy;
- iii. Planning, coordination and execution of posting of 90/24 Content and Athlete Content;
- iv. Support of Athlete and Image Rights Agent for creation and posting of Athlete Content;
- v. Providing insights into performance of profiles and content on Social Media Channels;
- vi. Analysis and storage of data of followers, interaction and engagement;
- vii. Post Content on Social Media Channels in the name of Athlete;
- viii. Set up of social media activations;
- ix. Facilitate promotions, social/online activities/events for example contests, giveaways and Q&A's;
- x. Provide access to a personalized 90/24 app (Apple iOS only), which serves as a content delivery and communication channel between 90/24 and Athlete. (It is not a fan facing platform);

5. Content Production Services are divided in three categories as further described in the Annex II:

- a. Category A: Every Day Content
- b. Category B: Commercial Content
- c. Category C: Requested Content

90/24 is not obliged to perform Content Production Services for Requested Content.

6. The Commercial Media Services performed by 90/24 means the commercial exploitation by 90/24 in any way of the Social Media Channels or the 90/24 Content or the Athlete Content, by means of advertising, sponsoring, product placement, product endorsement, or any other method that is relevant for monetizing purposes.

III. Costs

1. The costs for the Content Production Services of Every Day Content are born by 90/24 and are understood to be paid as described in clause IV.
2. The costs for the Content Production Services for Commercial Content are part of the Commercial Deal Budget. All production costs are subject to prior approval in writing by Athlete.
3. The costs for the Content Production Services for Requested Content will be charged to Athlete at cost base without mark-up. All production costs are subject to prior approval in writing by Athlete.
4. All amounts are exclusive of the applicable VAT to be determined at the discretion of 90/24.

IV. Remuneration

1. If applicable, the Fee will be invoiced in full by 90/24 to Athlete within 30 days after the beginning of each Term and shall be paid within 14 days or by direct debit.
2. Athlete agrees that 90/24 may (and may authorize others to) monetize the Digital Media Services for which 90/24 is entitled to receive remuneration (the "90/24 Revenue Share"). The 90/24 Revenue Share is an agreed percentage of the Net Revenues from the Commercial Social Media Services. 90/24 will directly invoice third parties for the Commercial Media Services. The 90/24 Revenue Share will be deducted and withheld by 90/24 from the Net Revenues received by it. In case any revenues are paid to Athlete directly or to a third party, Athlete shall arrange for payment within 14 days after receipt of the corresponding invoice. 90/24 shall have the right to receive compensation directly from the counterparty and deduct its remuneration (including but not limited to the 90/24 Revenue Share), before paying over the balance to Athlete and Athlete hereby authorizes such counterparty to make the payment directly to 90/24. Athlete appoints 90/24 as its attorney in fact to receive such payments. If Athlete receives payment from the counterparty, Athlete will remit to 90/24 the 90/24 Revenue Share.
3. All payments to be made by Athlete to 90/24 under this Agreement must be made without prior demand and in full, without any set-off or counterclaim or right of suspension ("*recht van opschorting*") whatsoever and free and clear of any deductions or withholdings in Euro's. If Athlete fails to pay 90/24 any sum on its due date, Athlete is obliged to pay statutory commercial interest within the meaning of Section 6:119a Dutch Civil Code ("DCC") on such sum from the due date to the date of actual payment. Any certificate or determination of 90/24 as to any amount owed under this Agreement to and for the purposes of this Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.
4. Athlete agrees and acknowledges that 90/24 can also be remunerated by a contracting party for services relating to commercial social & digital media transactions for additional consultancy, creative and/or production services rendered to such contract party.
5. For the avoidance of doubt, 90/24 is also entitled to Commission of Net Revenues of Commercial Deals that are introduced or procured by 90/24 and benefit the Athlete.
6. 90/24 shall have the right, at its own expense to authorize its independent auditors to inspect, at reasonable times during ordinary business hours, Athlete's relevant accounting records to verify the accuracy of the Commission to be paid by Athlete hereunder.

V. Obligations 90/24

1. 90/24 represents and warrants to Athlete not to advertise, promote or facilitate the sale or use of products or services related to tobacco, firearms, adult entertainment and pharmaceutical products. 90/24 shall not do anything to harm the operation, integrity or security of the Social Media Channels or any data contained therein.
2. Provided it is notified in due time of the material terms of all Athlete's sponsors and employer football club's commercial partners, 90/24 shall not post any 90/24 Content that materially harms Athlete's or his employer football club, sponsors or commercial partners.



3. 90/24 undertakes and agrees with Athlete that:

- a. it shall use its commercially reasonable endeavors, skill, care and diligence in connection therewith to be expected of a prudent, competent and properly qualified consultant experienced in the provision of services like the Digital Media Services;
- b. it will keep full accounts and records showing clearly all transactions relating to Athlete pursuant to the Commercial Media Services.
- c. The commercial partners/opportunities will always be pre-discussed with and have to be pre-approved by the Athlete and/or Image Rights Agent.

4. 90/24 does not warrant that its services will be uninterrupted, timely or error free, although it will make best efforts. The app will be provided as an 'as is' service.

VI. Obligations Athlete

1. The Athlete warrants that he will maintain a good image. Parties will not make public any negative comments about the other party or the sponsors, nor will they act in such a way that may have negative consequences for the other party or the sponsors.
2. 90/24 shall be Athlete's sole and exclusive Digital Media Services provider and Athlete shall not engage any services from a third party that are similar to or competing with the Digital Media Services or the Commercial Media Services as provided by 90/24 under this Agreement. Athlete will not use the Digital Media Services for activities that are competing with or may be detrimental to the services that 90/24 performs for Athlete.
3. Athlete will, to best of his/her ability, post content on the Social Media Channels according to the agreed obligations.
4. The Athlete undertakes and agrees with 90/24 that:
 - a. he has the right to enter into this Agreement and to grant the rights mentioned herein and to appoint 90/24 as his exclusive digital media services provider, and nothing in this Agreement will violate any third-party rights;
 - b. his Social Media Channels shall be available to 90/24 to provide the Digital Media Services throughout the Term of this Agreement and that he will provide 90/24 with unrestricted access to the Social Media Channels to use the rights and perform obligations of the Agreement; The Athlete will provide 90/24 full access to all applicable social media accounts, including the right for 90/24 to create new profiles on social media platforms on which Athlete has no active account. 90/24 has the right to change the password and provide Athlete with that new password to fulfil this obligation Athlete will provide 90/24 with username, password, controlling cell number, relevant e-mail address, and other information that is necessary to control the Social Media Channels;
 - c. he will take all reasonable steps necessary to assist 90/24 in carrying out its duties under this Agreement; including: (i) responding promptly to telephone calls and requests to attend at the 90/24's offices for consultation and to provide instructions, (ii) attending all meetings at the appointed time as reasonably notified by 90/24 and agreed by Athlete iii) attending and undertaking press and promotional interviews and appearances as arranged by 90/24 and agreed by Athlete, (iv) keeping 90/24 informed of Athlete's current contact details including address and telephone numbers; (v) acting in accordance with Athlete's obligations under any relevant contract (vi) taking any necessary and reasonable steps to enable 90/24 to render the Commercial Media Services in accordance with this Agreement;
 - d. he will promptly provide 90/24 with all relevant information about his professional and personal life as soon as possible, that may at 90/24's discretion be useful for the Digital Media Services, such as the names of his personal sponsors, and the sponsors of the relevant club and national team;
 - e. he will not negotiate or enter into contracts with any other agents or representatives or persons or businesses which might reasonably be regarded as competitors of 90/24 in respect of the Digital Media Services including but not limited to any natural or legal person who either represents athletes whether in whole or in part or appointing such persons to provide services similar to the Digital Media Services as those agreed upon hereunder by 90/24 and regardless whether such persons qualify as licensed agents or as lawyers and/or direct family members all within the broadest meaning of the word;
 - f. he has granted 90/24 (and other parties authorized by 90/24 in accordance with this Agreement) a worldwide right to use his/her performance, image, voice and any other likeness as it may appear in the Athlete Content, 90/24 Content, on the Social Media Channels or in advertising materials created by, or on behalf of, 90/24 in any type of media as further described in the Privacy Policy;
5. Athlete will provide 90/24 with all information that may be relevant for the proper provision of the Digital Media Services. Athlete will communicate to 90/24 all details of existing agreements with sponsors and clubs that may be relevant for the proper execution of this Agreement by 90/24.
6. Athlete will be available and cooperate free of charge for the Content Production Services, during the Term at an agreed location. These productions will take place at a time and place that will not interfere with Athlete's training and match obligations. 90/24 acknowledges and agrees that the obligations of Athlete under this Agreement shall at all times be subject to previously scheduled commitments of Athlete and in particular, shall be strictly subject to any contractual obligations that Athlete has to his employer football club, and national team including, but without limitation, any playing or training commitments or any commercial commitments and is subject to any obligations that 90/24 or Athlete has to Athlete's commercial sponsors. The video filming sessions of Athlete with the 90/24 team shall each take no longer than three (3) hours (excluding any travel time and counting from the start of the video filming sessions). Such filming sessions shall take place at times, dates and locations, to be agreed by the parties.
7. Athlete acknowledges that 90/24 shall not be in breach of this Agreement in the event a third party copies, adapts, re-uses or otherwise exploits the 90/24 Content or the Athlete Content after publication thereof on the Social Media Channels. Athlete will follow all reasonable instructions and security measures proposed by 90/24 to avoid or remedy any unauthorized use of Social Media Channels by a third party.

VII. Intellectual Property Rights

1. The Intellectual Property Rights relating to 90/24 Content and any other materials produced in connection with the Services, including all data that is generated in connection with the Digital Media Services, shall exclusively vest in 90/24. Athlete shall have an exclusive, free of charge, right to use the 90/24 Content on the Social Media Channels for the Term of this Agreement.
2. The Athlete agrees to assign to 90/24 the ownership of such rights, without the necessity of any further consideration.
3. 90/24 shall have the right to indicate to the public that it is an authorized company of the Athlete and to advertise within the Territory products, services and videos with use of the Trademarks, Athlete's name and the 90/24 Content.
4. Athlete hereby grants a license for the use of the Athlete Content and the Image Rights by 90/24 and its subcontractors for the purpose of performing the Services. This license is non-exclusive, worldwide, valid throughout the Term, irrevocable, royalty-free and sub licensable (through multiple tiers) and includes the right of 90/24 to use, reproduce, edit, adapt, translate, digitize, exhibit, publish, transmit, distribute, create derivative works, perform, make available, display (publicly or otherwise) store, change and otherwise exploit the Athlete Content and Image Rights in any manner 90/24 chooses.
5. Athlete represents, warrants and covenants 90/24 that (a) Athlete owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Athlete Content and the Image Rights, (b) to the best of Athlete's knowledge, the Athlete Content and the Image Rights do not infringe the rights of any third party, and the use of the Athlete Content and Image Rights does not and will not violate the rights of any third parties, (c) Athlete shall comply with the terms and conditions of any licensing agreements which govern the use of third-party content, and (d) Athlete shall comply with all laws and regulations as they relate to the Athlete Content for the purposes of this Agreement.
6. After termination of this Agreement, 90/24 will keep the right to use the 90/24 Content for its own promotional activities, including on its website or its Social Media Channels. After termination of this Agreement, the Athlete will have the right to use the 90/24 Content on social media for personal, non-commercial purposes.



VIII. Privacy

1. 90/24 collects, processes and stores Athletes personal data for example when using the 90/24 app. These personal data include contact details of Athlete including name, telephone number, login, passwords and account information, personal details including gender and date of birth, images, photos and videos and personal preferences.
2. 90/24 may use these personal data to communicate with the Athlete; to optimize the Athletes functionalities of the 90/24 app; to operate, improve and maintain 90/24 Digital Media Services; to enhance the user experience and to help 90/24 diagnose technical and/or service problems and administer the 90/24 app.
3. 90/24 shares the athlete's personal data to the extent necessary with third party service providers for the purpose of performing services for 90/24 for example in relation to the operation and maintenance of the 90/24 app and to manage and service data.
4. 90/24 uses a variety of technical and organizational security measures including encryption and authentication tools to maintain the safety of the personal data of the Athlete. Athlete's personal data is contained behind secured networks and is only accessible by a limited number of individuals who have access rights to these systems. 90/24 has policies in place to ensure that the authorised individuals handle Athlete's personal data with care and keep Athletes personal data confidential. Nevertheless, 90/24 strongly encourages Athlete to use strong (secure) passwords for the login of his Social Media Channels and Social Media profiles.
5. 90/24 retains the personal data for as long as necessary to fulfil the purposes for which the data was collected, except if otherwise required by law. Athlete has a right to access his personal data and to request modification or deletion of his personal data, in the event that the personal data as stored by 90/24 is incorrect or otherwise unlawful.

IX. Termination and consequences of termination

1. After expiry of the Term, this Agreement will be automatically renewed for another term of twelve (12) months, unless one of the parties terminates the Agreement by giving a written notice to the other party under observance of at least a two (2) month' notice period at the end of the Term, or renewed Term.
2. This Agreement can only be cancelled or terminated or rescinded by mutual consent in writing during the term, unless otherwise provided herein.
3. Athlete is entitled to terminate this Agreement with immediate effect by means of a letter sent by registered mail, without any obligation to judicial intervention and not held to indemnify any loss, if and when 90/24 is granted a suspension of payments ("*surseance van betaling*"), or 90/24 is declared bankrupt.
4. Without prejudice to any rights that have accrued under this Agreement or any other rights or any other rights or remedies of either party, either party may terminate this Agreement by giving written notice to the other party with immediate effect if the other party commits a breach of any material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of twenty (20) business days after being notified in writing to do so.
5. For the avoidance of any doubt, the Athlete hereby represents that he entered this Agreement pursuant to his profession and that in accordance with Section 7:413 DCC, the right of termination of an agreement at any time pursuant to Section 7:408 (1) DCC for a non-professional party has hereby been excluded.
6. 90/24 is entitled to terminate this Agreement with immediate effect by means of a letter sent by registered mail, without any obligation to judicial intervention and not held to indemnify any loss, if and when:
 - a. the Athlete becomes subject to the "*Wet Schuldsanering Natuurlijke Personen*" or is declared bankrupt whether irrevocable or not or otherwise loses his authority to dispose over his assets or offers his creditors a composition of payments or becomes incapacitated ("*handelingsonbekwaam*") whether or not under foreign or Dutch law all within the broadest meaning of the word;
 - b. the Athlete stops being a professional football player;
 - c. the Athlete acts in breach of the warranties.
7. On and at any time after the occurrence of a termination event 90/24 may by notice to the Athlete cancel the services in whole or in part at which time they shall immediately be cancelled or declare that all or part of the Fee and the 90/24 Revenue Share together with accrued interest and all other amounts outstanding in connection with this Agreement be immediately due and payable, at which time they shall become immediately due and payable or declare that all or any part of the amounts outstanding be payable on demand, at which time they shall immediately become payable on demand by the 90/24.
8. If this Agreement is terminated in accordance with the provisions contained herein, such termination shall in no way affect the respective rights and obligations of the Parties under this Agreement, which arose prior to the date of such termination. Consequently, termination in this manner whether or not by a material breach of 90/24 shall also not exclude the obligation of the Athlete to pay 90/24 the fees and remuneration 90/24 is duly entitled to and following termination in this manner, 90/24 shall not forfeit the right to receive any further fees. Otherwise 90/24 might find itself amongst others in a situation in which it had successfully negotiated a highly lucrative long term contract just before the termination of the Agreement only to find that the Athlete immediately transferred his business to another agent, thus depriving 90/24 of proper remuneration for the work which it had done.

X. Liability

1. Athlete is fully liable for any post of any Content by the Athlete, without the direct interference of 90/24.
2. Nothing in this Agreement excludes or limits either party's liability (i) for death or personal injury caused by its negligence or the Athlete's negligence (ii) or fraudulent misrepresentation (iii) to the extent such limitation or exclusion is not permitted by applicable law.
3. 90/24 is not liable for any indirect or consequential loss or damage or for any monetary or economic loss, or administrative fines or penalties, or for any loss of profit, loss of use, loss of contracts, loss of business, or the loss, mutilation or destruction of data or databases, or depletion of goodwill, reputational damage (in each case whether indirect, direct or consequential) which arise out of or in connection with: (1) any hack, harmful code, loss of data, breach of security, or attempt thereof that has occurred outside the computer system or app of 90/24, for instance if Athlete uses weak (unsecure) passwords which are hacked via a Social Media Channel that has been used (2) any use of Athlete's Image on Social Media by the club, or (if applicable) national team, or (3) the Digital Media Services.
4. The aggregate liability of 90/24 to Athlete in respect of any direct loss or damage suffered and arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, shall be limited to the total amount of insurance covered. In the event the insurance does not cover the damages, the aggregate liability shall be limited to the total amount of Fees and 90/24 Revenue Share actually received in the past year by 90/24 at the time such liability arose; or € 10,000 whichever sum is the greater.
5. Any claim for damages by Athlete must be filed with 90/24 as soon as possible after discovery and a claim that has not been filed with 90/24 in writing within 12 (twelve) months after the date the event that allegedly caused the damage took place will be rejected.



6. 90/24 shall not be liable for any failure to provide the Digital Media Services as a result of the temporary unavailability of the internet, or of any of the Social Media Channels or in the event of any (other) infrastructural failure as a result of which 90/24 is not able to provide the Digital Media Services.

XI. Confidentiality

1. Each party shall keep the terms of this Agreement, and any confidential information disclosed to it by the other party or its employees, officers, representatives, agents or advisers confidential and shall not disclose such information in whole or in part to any third party without the prior written consent of the disclosing party unless required to by court order or by a regulatory body.

XII. Transfer rights and/or obligations

1. The Athlete cannot, without the prior written consent of 90/24, assign or encumber any of its rights or obligations hereunder to a third party with right effect.

2. 90/24 may enter into an assignment without the prior written consent of the Athlete and may otherwise assign, encumber and transfer its rights and obligations under the Agreement, whether or not by way of an assignment or a transfer of contract within the meaning of Section 6:159 DCC provided that such assignment or transfer does not result in any increased costs to Athlete. Athlete hereby grants its consent thereto to the extent required in advance. Such transfer of contract will be effective the moment the Athlete has been notified thereof.

XIII. Miscellaneous

1. This Agreement contains the entire agreement and understanding between 90/24 and the Athlete relating to the services and supersedes any previous understanding, commitment, agreement or representative whatsoever, oral or written including the reference here to any letter of intent or term sheet.

2. This Agreement may only be amended by an instrument in writing entered into on or after the date of this Agreement executed by or on behalf of 90/24 and the Athlete.

3. The powers, rights and remedies conferred on 90/24 under this Agreement are cumulative and are additional to, and not exclusive of, any powers, rights or remedies provided by law or otherwise available to it.

4. If, at any time, any provision of any of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

5. 90/24 may set off any matured obligation owed to it by the Athlete under the Agreement against any obligation (whether or not matured) owed by 90/24 to the Athlete, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, 90/24 may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

6. Any reference to the Athlete in the Agreement will apply for Image Rights Agent or the Athlete indistinctly.

XIV. Governing Law

1. This Agreement shall be subject to the laws of the Netherlands. All disputes arising in connection with this Agreement, including disputes concerning the existence and validity thereof, shall be resolved exclusively by the competent court of Amsterdam, the Netherlands.



ANNEX I Data Processing

I. Definitions

Data Subject: means social media users who are subscribed to Athlete's Social Media Channels;

Personal Data: means demographic and geographic information available from publicly accessible social media profiles and public messages from or posted by Data Subjects;

II. Data Processing

1. This Data Processing Annex forms an integral part of the Agreement between 90/24 and Athlete. Except as stated otherwise, the provisions of the Agreement, including the provisions on liability and indemnification shall also apply to the processing of Personal Data carried out by 90/24 within the framework of this Data Processing Annex.
2. 90/24 shall process the Personal Data for the benefit and on behalf of Athlete and for the provision of Digital Media Services under the Agreement and in accordance with the arrangements as set out in this Data Processing Annex.
3. The provisions in this Data Processing Annex will remain in force for the duration of the Agreement. At Athletes request, 90/24 shall delete the Personal Data after the Agreement has ended unless applicable Data Protection laws require storage of the Personal Data.

III. Obligations 90/24

1. The parties acknowledge and agree that Athlete is the Controller of Personal Data and 90/24 is the Processor of that data within the meaning of the General Data Protection Regulation GDPR. 90/24 shall collect, process and use the Personal Data within the scope of Athlete's instructions. 90/24 shall comply with all applicable Data Protection laws when processing the Personal Data.
2. 90/24 shall not process the Personal Data for any other purpose than stated in this Data Processing Annex.
3. The obligations of 90/24 under this Data Processing Annex shall also apply to those who process the Personal Data under its authority. 90/24 shall ensure that these obligations are complied with by its employees and hired professionals.

IV. Sub-processors

1. Athlete authorizes 90/24 to engage the following sub-processors in the processing of the Personal Data:
 - (i) Social Bakers, 90/24 shall give Athlete prior written notice of the appointment of any new or other sub-processor.
2. 90/24 is responsible for the processing by its sub-processors and will impose the same obligations on these sub-processors that follow from this Data Processing Annex.
3. 90/24 and any sub-processor shall ensure that the processing of the Personal Data takes place within the European Economic Area ("EEA") or to have appropriate safeguards in place if processing takes place in third countries.

V. Security and requests of Data Subjects

1. 90/24 shall take appropriate technical and organizational measures to protect the Personal Data against loss or unlawful processing (such as unauthorised access, alteration or disclosure of the Personal Data).
2. 90/24 shall ensure that any personnel whom 90/24 authorizes to process the Personal Data on its behalf is subject to confidentiality obligations with respect to that Personal Data.
3. 90/24 shall notify Athlete without unreasonable delay after discovery of a breach of security or other security incidents concerning theft, loss or inaccessibility involving the Personal Data and will provide Athlete with all the relevant information.
4. 90/24 shall provide Athlete with assistance in preparing a notification to the Data Protection Authority and Data Subjects if such a notification is required.
5. If a request from a Data Subject is received regarding the processing of Personal Data, 90/24 shall provide all necessary assistance and cooperation to handle such requests and shall inform Athlete thereof.

VI. Audit

1. Athlete has the right to order an audit to verify 90/24's compliance with this Data Processing Annex. Athlete shall be at liberty to conduct an audit by assigning an independent third party who shall be obliged to observe confidentiality in this regard. Any such audit will not interfere unreasonably with the 90/24's business activities.
2. The audit may only be undertaken when there are specific grounds for suspecting the misuse of the Personal Data, and no earlier than two weeks after Athlete has provided written notice to 90/24. 90/24 shall provide an independent auditor with access to (relevant parts of) the rooms, systems and/or servers in which/with which the processing of the Personal Data takes place.
3. The findings in respect of the performed audit will be discussed and evaluated by the parties. The costs of the audit will be borne by Athlete.



ANNEX II Content Production Services

Category	Type	Summary
Category A <i>Responsibility of 90 / 24</i>	Every Day Content All content planned and produced for normal social media behaviour.	Photography, Voice, Audio, Film, Video, Static Art, Examples: <ul style="list-style-type: none"> ● Match day posts ● On pitch training ● Off pitch training, Rehab ● Transfers, Medical ● 90/24 Content Lifestyle Formats
* Category B <i>Responsibility of Commercial Deal Budget.</i> *	Commercial Content All content produced and delivered for contracted commercial partnership.	Photography, Voice, Audio, Film, Video, Static Art Examples: <ul style="list-style-type: none"> ● Promoted products ● Sponsored social media posts ● Broadcast show – related for any media channel type
Category C <i>Responsibility of Client</i> *	Requested Content All content besides A & B that is requested of 90/24 to plan and produce by the player client.	Photography, Voice, Audio, Film, Video, Static Art, New Digital Technologies Examples: <ul style="list-style-type: none"> ● Weddings, Personal + Family events, ● Commemorative Matches ● Charity, Foundations ● Vacations