**ADDENDUM TO PLAYER A G R E E M E N T**

This agreement (the “Agreement”) is entered into as of August 7, 2017 (the “Effective Date”) by and between **Nigel Williams-Goss**, a professional basketball player anda citizen of the United States of America (“Player”) and **KK Crvena Zvezda**,a professional basketball club located at Mali Kalemegdan 2, 11000 Beograd - Serbia, (“Club”) represented by Davor Ristovic, its Director, and the Player’s representatives, **Wasserman** (“Wasserman”) represented by FIBA certified agent Jason Ranne, and Swiss SEM (“SSEM]”), represented by certified FIBA agent Alexander Raskovic (SSEM and Wasserman shall hereinafter be referred to collectively as the “Agent”). Club, Player, and Agent shall collectively be referred to as the “Parties.”

**WHEREAS**, Club desires to engage the services of the Player, subject to the terms and conditions set forth below and;

**WHEREAS**, Player, subject to the terms and conditions set forth below, wishes to provide his services as a professional athlete to Club;

**NOW**, **THEREFORE**, in consideration of the mutual promises herein contained, the parties agree as follows:

**I. Term and Physical Examination, and Services.**

**A.** **Term.** Subject to physical examination set forth in I.B. below, the Club hereby engages the services of Player as a professional basketball player for the 2017/18, 2018/19 and 2019/20 basketball seasons, commencing on August 15, 2017 and continuing through and including two (2) days following Club’s final game of the 2019/20 season (the “Term”). Player shall be able to leave the Club no later than two (2) days following Club’s final game of each season hereunder, but shall be required to report back to the Club no earlier than August 15 of each season, unless this Agreement is earlier terminated according to the terms herein. Upon the expiration of the Term, Player shall be free to leave Club and shall be a free agent for all purposes with Club immediately issuing the appropriate letter of clearance.

Club shall be responsible for obtaining all necessary immigration and work visa documentation necessary for Player to provide the services required by this Agreement, at Club’s sole cost and expense.

**B. Physical Examination.** Club and Player agree that Club shall have the right to give Player a standard physical examination no later than three (3) days after Player’s arrival in Belgrade for the 2017/18 season. The results of such physical exam shall be submitted to the Player and the Agent by Club in written form within one (1) day after the exam occurs and shall state whether Player passed or failed the exam and, if he failed the exam, the specific reason for such failure. If Player passes this exam, this Agreement shall be of full force and effect and be fully guaranteed as set forth below.

The Player shall not be required to practice or partake in any Club activities until Club has given or failed to give such physical examination. If Player participates in any of Club’s practices or games prior to Club fulfilling its obligations immediately above, Player shall be deemed to have unconditionally passed his physical examination.

If Player fails this physical examination, Club shall have the right to terminate this Agreement by written notice to Player within one (1) day after the exam occurred. Upon Player’s receipt of such notice of termination, this Agreement shall be terminated with neither party having any further obligations except Club agrees to pay for Player’s return trip to the United States or other designated country, at Player’s election.

Should Club fail to give Player this physical examination within three (3) days after Player’s arrival for the 2017/18 Season, or fail to notify Player that it is terminating the Agreement due to Player’s failure of the physical exam as required above, Club shall have waived its right to such examination and termination right and Player shall be deemed to have passed such physical examination with this Agreement in full force and effect and remaining guaranteed.

Player's ability to pass any physical or medical examination at a later date will have no bearing on the status of this Agreement or on the compensation due to Player and Agent hereunder.

**C. Player Services.** During the Term, Player shall attend and participate in (unless Player is injured, ill, or Club otherwise excuses Player from attendance) all practices and all regular season Club games as well as all exhibition, All-Star, playoff, tournament, Serbian League, and Cup games entered into by the Club.

**II. Compensation.** Club agrees to pay Player the following guaranteed compensation net of all taxes, fees, and other charges (the “Guaranteed Compensation”) for each season during the Term: according to the following schedule:

**A total of one hundred fifty thousand dollars ($150,000.00) net for the 2017/18** **season.**

$7,500.00 net within two (2) days of Player passing the medical examination;

$7,500.00 net on September 10, 2017

$15,000.00 net on October 10, 2017;

$15,000.00 net on November 10, 2017;

$15,000.00 net on December 10, 2017;

$15,000.00 net on January 10, 2018;

$15,000.00 net on February 10, 2018;

$15,000.00 net on March 10, 2018;

$15,000.00 net on April 10, 2018;

$15,000.00 net on May 10, 2018;

$15,000.00 net on June 10, 2018.

**A total of two hundred thousand dollars ($200,000.00) net for the 2018/19** **season.**

$20,000.00 net on September 10, 2018;

$20,000.00 net on October 10, 2018;

$20,000.00 net on November 10, 2018;

$20,000.00 net on December 10, 2018;

$20,000.00 net on January 10, 2019;

$20,000.00 net on February 10, 2019;

$20,000.00 net on March 10, 2019;

$20,000.00 net on April 10, 2019;

$20,000.00 net on May 10, 2019;

$20,000.00 net on June 10, 2019.

**A total of three hundred thousand dollars ($300,000.00) net for the 2019/20** **season.**

$30,000.00 net on September 10, 2019;

$30,000.00 net on October 10, 2019;

$30,000.00 net on November 10, 2019;

$30,000.00 net on December 10, 2019;

$30,000.00 net on January 10, 2020;

$30,000.00 net on February 10, 2020;

$30,000.00 net on March 10, 2020;

$30,000.00 net on April 10, 2020;

$30,000.00 net on May 10, 2020;

$30,000.00 net on June 10, 2020.

All salary to Player shall be fully guaranteed, vested, and owed in full upon execution of this Agreement by the Player and Club.

**Bonuses:** In addition to the Guaranteed Compensation above, the Club shall pay to Player the following bonuses for each season of the Term, net of any and all taxes, fees and charges, as follow:

Winning the Adriatic League Championship: US Dollars 25,000 net

Winning the Serbian Championship US Dollars 15,000 net

Winning the Serbian Cup US Dollars 5,000 net

Euroleague Top 8 US Dollars 50,000 net

Euroleague Final 4 US Dollars 75,000 net

Euroleague Championship US Dollars 100,000 net

* The foregoing Euroleague bonuses are non-cumulative, and the Player shall only be entitled to receive the bonus for the highest achievement.

All bonus amounts are cumulative (except for the Euroleague bonuses) and are fully guaranteed once achieved. Bonuses are payable by the Club within fifteen (15) days following the achievement of the bonus.

In the event any payments of any kind are more than fifteen (15) days late, Club acknowledges and agrees that it shall incur a late fee of US$150.00 per day as a non-exclusive remedy to Player.

**Taxes:** All the above-mentioned compensation to Player shall be net of all taxes, social (employer and employee) charges, bank fees and other costs. Club acknowledges and agrees that Club is responsible for the payment of all applicable income, VAT, local, state, federal, and other taxes, social fees, and other costs on any monies paid to Player under this Agreement and shall pay all such taxes and costs on Player’s behalf to the appropriate governmental entities. At the end of each season during the Term and prior to Player's departure from Serbia, Club will provide Player with a certified tax receipt that all applicable taxes on have been paid on Player’s behalf. The Club will make all arrangements necessary within the Serbian banking system to allow the Player to transfer funds to a bank account in any other country designated by the Player, at Club’s sole cost and expense.

**III. Additional Benefits.** In addition to the compensation set forth above, Club agrees to provide, throughout each season of the Term of this Agreement, and at no cost to Player, the following:

 **A. Housing.** Club shall provide, subject to Player’s approval, a fully furnished apartment for Player’s exclusive use with at least two (2) bedrooms, a living room, and a kitchen. In addition, it shall have at least (1) television, high speed wireless internet, washing machine and dryer, satellite/cable TV, shower with stall doors or an installed, new shower curtain and DVD player. Apartment must be located on the 2nd floor or higher in a building with an elevator and have a deadbolt lock on the front door. Club acknowledges and agrees that the apartment shall be in good condition, with no mold, damage, or other poor conditions.

Club will pay all rent and utilities on such apartment, including but not limited to gas, electric, internet, cable or satellite, charges and taxes associated with Player’s lodging. Once an apartment is located, all phone, internet, satellite, television, and utilities shall be installed at Club's expense. Although the Club shall be responsible for the initial telephone installation charges, Player shall be responsible for his own telephone bill. Player shall be responsible for any damages to the apartment caused directly by Player.

 **B. Airplane Tickets.** Club shall pay for four (4) round-trip premium economy class airline tickets from Player’s residence or other Player designated location in the United States to Club’s location during the Term. The tickets may be used by Player and Player’s friends or family.

 **C. Health Insurance.** The Club shall provide and pay for full medical (including but not limited to doctor, specialists, and hospital), dental (non-cosmetic), and pharmaceutical insurance and coverage for Player, regardless of the cause of the injury or illness. The Player agrees to consult with Club’s medical professionals and may follow such professional’s medical treatment and advice, however the Player has the sole and absolute right to approve or disapprove of any medical treatment on his body. The Player shall be entitled at all times to seek a second opinion by a doctor of Player’s choosing. If Player requires surgery, Club agrees that Player shall be entitled to return to the United States to have the surgery performed by a doctor of Player’s choosing. Club shall be responsible for all such medical costs, regardless of where they are performed. Club agrees to provide a translator to be present with Player during any medical or physical treatment or consultation.

 **D. Car.** A full-size, automatic transmission automobile in good condition shall be made available to Player by Club during the Term. Except for gasoline, Club shall be responsible for all maintenance, insurance and other expenses associated with such automobile, including but not limited to car insurance for the benefit of Player such that in case of any injuries, damages or losses to persons or property or otherwise, the Player will be fully protected and indemnified from having to defend any action or pay any damages or losses. Player will pay for the gasoline and traffic fines received by Player for Player’s conduct.

 **E. Travel Expenses.** Club shall pay for Player’s travel expenses and per diem while the Club is on the road during the season or during training camp if Player is away from his apartment or house.

**IV. Agent's Commission.**

Club agrees to pay Agent the following guaranteed agent fee for each season net of taxes (the “Agent Fee”):

1. for the 2017/18 Season a total amount of $15,000 paid by November 1, 2017;
2. for the 2018/19 season a total amount of $20,000 paid by November 1, 2018;
3. for the 2019/20 season a total amount of $30,000 paid by November 1, 2019.
4. All payments should be made to the account below:

|  |  |
| --- | --- |
|  | **Wire Instructions** |
| **Bank:** | JP Morgan Chase Bank, NA300 S. Grand Avenue, 4th Floor Los Angeles, CA 90071 |
| **Account Name:** | Wasserman Media Group, LLC Operating Account |
| **Account #:** | 936936178 |
| **Routing #:** | 021000021 |
| **Swift Code:** | CHASUS33 |
| **Bank Contact:** | Miriam Chavez Office: 213-621-8682 Fax: 866-260-1027; email: miriam.x.chavez@chase.com |

**V. Team and League Rules and Regulations.** Player agrees to observe and comply with the Club's reasonable rules and regulations, both on and off the court. Accordingly, Club may establish reasonable rules of behavior for the term and a list of fines for players. However, in order for the Club to be entitled to seek enforcement of such rules and fines, it must obtain the signature of the Player on a formal, written copy of such rules and fines written in English as confirmation of receipt and acceptance of the content.

Notwithstanding anything to the contrary, in no event shall the Player be fined for game losses, as it is implicit that the Player shall put forth his best efforts. In addition, this Agreement shall control in the event of a conflict between it and such rules.

**VI. Contract Guarantee.** Club agrees that this Agreement is an unconditionally guaranteed contractual Agreement and that Player’s Guaranteed Compensation, bonuses and the Agent Fee are fully guaranteed, due and payable, including but not limited to in the event of Player’s injury, illness, and/or lack of skill. The Club agrees that this Agreement is a no-cut guaranteed agreement, and that the Club shall not have the right to suspend or release the Player in the event that the Player does not exhibit sufficient skill or competitive ability, or in the event that an injury or illness shall befall the Player. Accordingly, in such event, Club agrees to meet all payment obligations to Player and Agent as though Player had performed in all games and met all obligations in this Agreement. Without limiting any other rights of Player, if the Club rescinds this contract without a legal cause, the Club is obligated to pay to the Player as an indemnity all salary, compensation, benefits and bonuses contained in this Agreement. This clause will operate even in case of injury, illness, or lack of skills of the Player.

**VII. Governing Law, Disputes, Translation.** This Agreement contains the entire agreement between the parties and there are no oral or written inducements, promises or agreements except as contained herein. Any or all prior agreements or contracts are void upon the execution of this Agreement. Any dispute arising from or related to the present contract shall be submitted to the Basketball Arbitral Tribunal (BAT) in Geneva, Switzerland and shall be resolved in accordance with the BAT Arbitration Rules by a single arbitrator appointed by the BAT President. The seat of the arbitration shall be Geneva, Switzerland. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law, irrespective of the parties' domicile. The language of the arbitration shall be English. The arbitrator shall decide the dispute *ex aequo et bono*. The prevailing party shall be entitled to recover all costs, fees, and attorneys’ fees from the other party in any such dispute.

This agreement may be translated into any language by the Club (at the Club’s expense) for any purpose. However, it is agreed that in the case of any controversy the English form will prevail.

Notices to the parties shall be sent via express courier to the addresses of the parties first set forth above and shall be deemed communicated five (5) business days after mailing.

**VIII. NBA Buyout for Player.**  Club and Player acknowledge and agree that Player shall have the right to terminate this Agreement without any further obligation to Club following the 2017/18 and 2018/19 seasons according to the following terms:

 **A.** During the period commencing as of the end of Club’s 2017/18 season and continuing through and including August 1, 2018 (the “2018 NBA Termination Period”), Player shall have the right to terminate this Agreement upon written notice to Club and accept any offer from any NBA team for Player’s services. Upon the termination of this Agreement by Player in accordance with this Paragraph VIII.A, Player shall be a free agent and Club shall immediately issue a Letter of Clearance to allow Player to sign with such NBA team, as the case may be. Upon the valid issuance of such Letter of Clearance, Club shall receive a buyout payment of $575,000 (five hundred and seventy five thousand dollars USD), which shall be paid to Club no later than August 15, 2018. Club agrees that all buyout payments made directly to the Club by another entity or club that has the written approval of the Player to make such buy-out payment will be valid, accepted, and binding under this Agreement. For the avoidance of doubt, Player shall have the right to terminate this Agreement during the 2018 NBA Termination Period in order to accept any type of contract for any length of time with any NBA team.

**D.** During the period commencing as of the end of Club’s 2018/19 season and continuing through and including August 1, 2019 (the “2019 NBA Termination Period”), Player shall have the right to terminate this Agreement upon written notice to Club and accept any offer for any length of time from any NBA team for Player’s services. Upon the termination of this Agreement by Player in accordance with this Paragraph VIII.B, Player shall be a free agent and Club shall immediately issue a Letter of Clearance to allow Player to sign with such NBA team, as the case may be. Upon the valid issuance of such Letter of Clearance, Club shall receive a buyout payment of $575,000 (five hundred seventy five thousand dollars USD), which shall be paid to Club no later than August 15, 2019. Club agrees that all buyout payments made directly to the Club by another entity or club that has the written approval of the Player to make such buy-out payment will be valid, accepted, and binding under this Agreement. For the avoidance of doubt, Player shall have the right to terminate this Agreement during the 2019 NBA Termination Period in order to accept any type of contract for any length of time with any NBA team.

**IX. Non-NBA Buyout for Player.** In addition to and without limiting Player’s termination rights in Paragraph VIII above, Club and Player acknowledge and agree that Player shall have the right to terminate this Agreement without any further obligation to Club following the 2017/18 and 2018/19 seasons according to the following terms:

 **A.** During the period commencing as of the end of Club’s 2017/18 season and continuing through and including July 15, 2018 (the “2018 Non-NBA Buyout Period”), Player shall have the right to terminate this Agreement upon written notice to Club and accept an offer from any Non-NBA Teams for Player’s services. If Player exercises this right and signs with a Non-NBA Team during the 2018 Non-NBA Buyout Period, Club shall receive a buyout payment of $100,000 (one hundred thousand USD) no later than July 15, 2018.

 **B.** During the period commencing as of the end of Club’s 2018/19 season and continuing through and including July 15, 20189 (the “2019 Non-NBA Buyout Period”), Player shall have the right to terminate this Agreement upon written notice to Club and accept an offer from any Non-NBA Teams for Player’s services. If Player exercises this right and signs with a Non-NBA Team during the 2019 Non-NBA Buyout Period, Club shall receive a buyout payment of $100,000 (one hundred thousand USD) no later than July 15, 2019.

**C.** Upon the termination of this Agreement by Player in accordance with the 2018 Non-NBA Buyout Period or the 2019 Non-NBA Buyout Period set forth in this Paragraph IX, Player shall be a free agent and Club shall immediately issue a Letter of Clearance to allow Player to sign with such Non-NBA Team. Club agrees that all buyout payments made directly to the Club by another entity or club that has the written approval of the Player to make such buy-out payment will be valid, accepted, and binding under this Agreement.

**X. NBA Summer League/Mini-Camp Participation.** Club agrees that Player shall be eligible to, and it shall not be a breach of this Agreement for Player to, participate in any official NBA Summer League or mini-camp with any NBA team after the 2017/18 season and before the 2018/19 season, and after the 2018/19 season and before the 2019/20 season, subject to Player obtaining a disability insurance policy. Club agrees that should Player receive an offer from any NBA team to participate in an official NBA Summer League or mini-camp, Club shall immediately send a letter, on Club’s letterhead and substantially in the form of the attached Exhibit A, to FIBA and cause FIBA to issue a conditional Letter of Clearance solely for the purpose of Player participating in such event(s). Player agrees that, subject to the terms and conditions of this Agreement, upon the conclusion of the NBA Summer League and/or mini-camp, the rights to Player shall revert back to the Club and the Letter of Clearance no longer will be in effect.

**XI. Assignment, Electronic Copies, Confidentiality.**  This Agreement may be executed in counterparts, each of which shall constitute an original but all together shall constitute one and the same Agreement. Electronic mail and facsimile copies of the signed Agreement may be transmitted between the parties hereto and shall be deemed a counterpart hereof.

This Agreement and any of the parties’ respective obligations cannot be assigned, delegated, sold, or transferred to any other team or entity without the written approval of the Player and Agent.

Except as may be required by law, no party to this agreement shall disclose (or permit any third party to disclose) the financial or other material terms of this Agreement, with the exception only of such party’s agents, attorneys, accountants, representatives or employees.

**XII. Remedies for Non-Payment.** Club agrees that Player may immediately terminate this Agreement in the event that: (i) any payment to Player and/or Agent required by this Agreement is past due more than thirty (30) days; and/or (ii) Club breaches any non-payment term of this Agreement and fails to cure such breach within fifteen (15) days after notice of such breach.

In the case of such termination of this Agreement by Player, Club will immediately grant Player his unconditional release and free agency, and Club shall take all necessary steps to immediately issue a Letter of Clearance. Upon forty-eight (48) hours after notice has been given, all monies that otherwise would have been due to Player and Agent had this Agreement been fully performed as if this Agreement were not terminated shall become immediately due and payable. Player shall be under no obligation to mitigate his damages and Club shall receive no offset.

Without limiting any other remedies, in the event Club has failed for any reason to make any payment mandated by this Agreement for ten (10) or more days, Player shall, in his sole discretion, be entitled to refrain from participating in practices and games until all such scheduled payments have been made and Club shall be prohibited from fining or otherwise punishing the Player or terminating this Agreement as a result. Player’s decision not to participate in any practice or game does not waive his right to terminate this Agreement for non-payment in accordance with the terms hereof.

**XIII. Attorneys’ Fees, Costs, and Damages.** Should litigation or arbitration become necessary regarding this Agreement, including but not limited to Club’s failure to make timely payment or provide the tax documents required under this Agreement, the prevailing party in any such litigation or arbitration shall be entitled to recover from the non-prevailing party its costs and attorneys’ fees. In addition, in the event of any breach under this Agreement by Club, the it shall indemnify and hold Player and Agent harmless from and against any and all claims, demands, damages, debts, liabilities, obligations, costs, expenses (including, but not limited to, reasonable attorneys’ fees and court costs), liens, actions and/or causes of action in any way arising from or related to any such breach.

**XIV. League/Federation Agreement.** It is understood that Player and Club may also be required to enter into a uniform player contract as stipulated by the body governing the League and Federation where Club shall participate. Club, Player and Agent agree that this Agreement shall be the only agreement submitted to the arbitrator referenced in Paragraph VII above. In the event that there is any type of conflict between this Agreement and such uniform contract of the Federation, the provisions of this document will control and will be unconditionally honored.

**IN WITNESS WHEREOF**, the parties agree to the conditions set forth above by signing below.

Club Nigel Williams-Goss

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wasserman SSEM

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jason Ranne Alexander Raskovic

August 7, 2017 – [**Date Executed]**

**Exhibit A**

To Whom It May Concern:

KK Crvena Zvezda (“Club”) and Nigel Williams-Goss (“Player”) have entered into a basketball services agreement for the 2017/18, 2018/19 and 2019/20 basketball seasons (the “Agreement”, the relevant portions of which are attached hereto for your reference). Pursuant to such Agreement, Club has agreed to grant Player a conditional Letter of Clearance solely for the purpose of Player participating in any NBA Summer League and/or mini-camp during the summer of 2018. Club acknowledges and agrees that Player’s participation in such events shall not be a breach of the Agreement. Player has acknowledged and agreed that, subject to the terms and provisions of the Agreement, Player’s rights shall immediately revert back to the Club upon the conclusion of such events.

Accordingly, please immediately grant Player a conditional Letter of Clearance.

Sincerely,

Davor Ristovic

Director

KK Crvena Zvezda