



21 September 2022

ESPORTSHERO EXECUTES A SUPPLIER AGREEMENT WITH DIGITAL GIFT CARD GIANT PREZZEE

SportsHero Limited is very pleased to announce that its wholly owned Australian subsidiary, EsportsHero Pty Ltd (**EsportsHero**), has today executed an Australian Gift Card Supplier Agreement (**Agreement**) with digital gift card giant Prezzy Pty Ltd (**Prezzy**).

Prezzy operates a leading global digital gifting platform with operations in North America, United Kingdom, Australia and New Zealand.

Prezzy's platform is entirely digital and offers a seamless integration via its application programming interface. In so doing, Prezzy helps small and large businesses grow their revenue and market share with a customised white-label marketplace featuring a catalogue of 300+ Gift Cards.

EsportsHero users will be able to purchase Gift Cards from Google Play, Apple iTunes, League of Legends, Roblox and EA Origin Access to redeem online in their gaming accounts.

In accordance with the Agreement, the purchasing of Gift Cards will be available to only EsportsHero users located within Australia.

The financial impact (including the generation of revenue) of the Agreement is unable to be quantified at this time.

Term of the Agreement

The term of the Agreement is 2 years (**Term**). After the Term, the term of the Agreement will automatically renew for a further 2 years (**Renewal Term**). Either party may provide the other party with written notice of its intent to not renew at least 30 days prior to the end of the Term or Renewal Term.

Either party may terminate the Agreement immediately (or from such other date as it may nominate), or in the case of Prezzy it may also elect to withhold provision of the Gift Cards, by giving the other party written notice if:

- (a) the other party breaches any provision of the Agreement (other than failure to pay any amounts due under the Agreement), and:
 - (i) such breach is incapable of remedy; or
 - (ii) the other party has failed to remedy such breach within 14 days of the date of a written notice issued to it by the first party requiring rectification of the breach;
- (b) the other party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
- (c) the other party engages in any fraudulent activity or conduct;
- (d) EsportsHero ceases providing its online platform and/or website which enables users to purchase Gift Cards;
- (e) the other party is unable to perform its obligations as a result of a Force Majeure Event, and such event continues for a period of 30 consecutive days; or
- (f) the other party suffers an Insolvency Event (as that term is defined in the Agreement).

SportsHero Limited

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Upon termination of this Agreement for any reason:

- (a) the parties' respective rights and obligations with respect to payment of amounts owing shall continue until such time as all payments owed have been made;
- (b) each party is released from its obligations to further perform its obligations under the Agreement, except as expressly provided in the Agreement;
- (c) all rights and licences granted under the Agreement will terminate immediately, except as expressly provided in the Agreement;
- (d) each party retains the rights it has against the other in respect of any breach of the Agreement occurring before termination; and
- (e) each party must promptly return or destroy all Confidential Information received from the other party. However, either party is not required to return or destroy documents or other materials constituting Confidential Information to the extent that it is obliged by law or regulation, or the rules of a recognised stock or securities exchange to keep them and both parties may retain one copy of the Confidential Information for record keeping purposes. Any retention is subject to maintaining confidentiality and restrictions on use in accordance with the Agreement.

All other terms and conditions of the Agreement with Prezzy are considered standard for an agreement of this nature.

Authorised for release by the Board

Michael Higginson
Company Secretary

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