



31 January 2022

## **AFFILIATE AGREEMENT WITH PALMERBET**

The Company refers to its announcement dated 27 January 2022, which advised of the Australian launch of eSportsHero's first platform and prediction tournaments.

As disclosed in the announcement, integrated into eSportsHero's platform is a Palmerbet referral option, whereby users can directly access Australian bookmaker Palmer Bookmaking Pty Ltd.

In accordance with the affiliate agreement with Palmerbet, SportsHero is entitled to receive \$50 from each referral to Palmerbet and 25% of the ongoing Palmerbet winnings from that referral (**Agreement**).

### **Term and termination of the Agreement**

The Agreement shall continue until terminated as provided.

SportsHero may terminate the Agreement at any time.

Palmerbet may terminate the Agreement at any time and for any reason which Palmerbet deems appropriate with or without prior notice by disabling the links or providing written notice.

Upon termination all rights to validly accrued payments, causes of action and any provisions, which by their terms are intended to survive termination, shall survive any termination.

#### **On termination:**

1. All rights and licenses granted to SportsHero will terminate immediately.
2. SportsHero must remove all Palmerbet banners from its site and disable any links to the Palmerbet website from the eSportsHero website.
3. SportsHero will be entitled to unpaid commission fees, if any, earned by SportsHero on or prior to the date of termination. SportsHero will not be entitled to referral fees occurring after the date of termination.
4. If SportsHero has failed to fulfil their obligations under this Agreement, Palmerbet will not pay any referral fees otherwise owed on termination.
5. Palmerbet may withhold final payment for a reasonable time to ensure that the correct amount is paid to SportsHero.
6. If Palmerbet continues to permit activity (generation of revenue) after termination from customers referred by SportsHero, this does not constitute a continuation or renewal of this Agreement or a waiver of termination.
7. SportsHero will return to Palmerbet any confidential information, and all copies of information in its possession, custody or control. SportsHero will cease all use of any trade names, trademarks, service marks, logos and other designations of Palmerbet or its licensors.
8. SportsHero and Palmerbet will be released from all obligations and liabilities to each other occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive termination. Termination will not relieve SportsHero from any liability arising from any breach of the Agreement, which occurred prior to termination.

**As an active member, SportsHero is required** to refer at least five new depositing players per month. At any stage, if the minimum referral requirement is not met, the term of the Agreement and participation in the program, including any current or future commissions, may be terminated at any time without notice to SportsHero, at the discretion of Palmerbet.

#### **Authorised for release by the Board**

**Michael Higginson**  
**Company Secretary**

**SportsHero Limited**  
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