

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K
CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): July 13, 2021

ALLIED ESPORTS ENTERTAINMENT, INC.
(Exact Name of Registrant as Specified in Charter)

Delaware

(State or other jurisdiction
of incorporation)

001-38266

(Commission
File Number)

82-1659427

(I.R.S. Employer
Identification No.)

17877 Von Karman Avenue, Suite 300

Irvine, California, 92614

(Address of Principal Executive Offices) (Zip Code)

(949) 265-2600

(Registrant's Telephone Number, Including Area Code)

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	AESE	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Resignation of Chief Executive Officer

On July 13, 2021, Frank Ng resigned as Chief Executive Officer of Allied Esports Entertainment, Inc. (the "Company"), effective immediately. In connection with his resignation, the Company entered into a Release and Separation Agreement with Mr. Ng (the "Release") pursuant to which, among other things, Mr. Ng. has agreed to provide reasonable assistance to the Company as requested in connection with the Company's esports division, Mr. Ng and the Company released each other from any and all claims each may have against the other (subject to certain exclusions), and the Company agreed to provide Mr. Ng with certain separation benefits, including \$400,000 (gross) in severance pay payable over a twelve-month period, accelerated vesting of all unvested stock options previously granted to Mr. Ng pursuant to an Option Agreement dated effective November 21, 2019, and accelerated vesting of all unvested shares of restricted stock previously granted to Mr. Ng pursuant to an Executive Restricted Stock Agreement dated August 7, 2020.

In addition, the Release provides for an amendment to the terms of the restricted stock units previously granted to Mr. Ng. pursuant to a Restricted Stock Unit Agreement dated effective January 19, 2021, as amended (the "RSU Agreement"). Under the RSU Agreement, Mr. Ng was entitled to receive \$1,000,000 (the "Stated Amount") upon the earlier of July 12, 2023 (which is the two-year anniversary of the closing date of the Company's recent sale of Club Services, Inc.), or the termination of Mr. Ng's employment without cause (as applicable, the "Vesting Date"). At the time of payment, the Company may elect to pay Stated Amount in cash or shares of common stock, or any combination thereof. As amended, the Vesting Date will be deemed to have occurred, and Mr. Ng will be entitled to the payment of the Stated Value prior to July 12, 2023, upon an earlier sale of substantially all of the assets or equity interests comprising the Company's esports division, as determined in the reasonable discretion of the Company's Board of Directors; provided that Mr. Ng provides consulting services to the Company through the Vesting Date and no "separation from service," as defined under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), occurs prior to such Vesting Date.

The Release contains a provision allowing us to reduce the amount of payments, consideration, compensation and benefits provided for in Release and under all other

plans, arrangements and agreements applicable to Mr. Ng to the extent needed for Mr. Ng to avoid paying an excise tax under Code Section 280G, unless Mr. Ng is better off, on an after-tax basis, receiving the full amount of such payments and paying the excise taxes due.

The Release also contains a customary mutual non-disparagement provision.

The foregoing description of the material terms of the Release is not complete and is qualified in its entirety by reference to the full text thereof, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Appointment of Chief Executive Officer, President and General Counsel

On July 13, 2021, the Company appointed Libing (Claire) Wu as its Chief Executive Officer, President and General Counsel, effective immediately. Ms. Wu has served as a member of the Company's Board of Directors since May 6, 2021. Prior to accepting her new position with the Company, Ms. Wu was the Vice President and General Counsel of Asia Pacific Capital, Inc., as well as a New York attorney serving as Senior Counsel at the New York law firm Davidoff Hutcher & Citron LLP. Ms. Wu has over 15 years of experience focusing on corporate and securities laws, and has extensive legal and business experience in cross-border transactions, U.S. securities regulation, mergers and acquisitions, capital market transactions, as well as corporate strategic and structuring. Ms. Wu is a graduate of New York University School of Law and China University of Political Science and Law, having earned a Master of Laws in Corporate Law at both institutions. Ms. Wu received a Bachelor of Science Degree in International Economics from Nankai University in Tianjin, China, and an Advanced Professional Certificate in Law and Business from New York University Leonard N. Stern School of Business.

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In connection with her appointment as Chief Executive Officer, the Company entered into an employment agreement with Ms. Wu that provides for, among other things, payment to Ms. Wu of an annual base salary equal to \$500,000, subject to cost-of-living adjustments applicable to Company employee salaries from time to time. Ms. Wu will be eligible to receive an annual incentive bonus of up to 60% of her annual salary, determined at the discretion of the Board of Directors and subject to the attainment of certain Board objectives. Ms. Wu received a \$200,000 bonus payable upon commencement of her employment. Also upon commencement of her employment, Ms. Wu was granted 80,000 shares of common stock of the Company which are subject to transfer and forfeiture restrictions that are scheduled to lapse in their entirety on August 16, 2022, and options to purchase up to 200,000 shares of the Company's common stock at an exercise price of \$2.21 per share that are scheduled to vest in four equal annual installments commencing on the one year anniversary of the grant date. The restricted stock and stock option grants were made under the Company's 2019 Equity Incentive Plan. Ms. Wu will also be eligible to participate in the standard employee benefit plans generally available to executive employees of the Company.

Under her employment agreement, if Ms. Wu's employment is terminated by the Company for any reason other than Cause (as defined in the employment agreement), or Ms. Wu resigns as an employee of the Company for Good Reason (as defined in the employment agreement), so long as she has signed and has not revoked a release agreement, she will be entitled to receive severance in the form of continued base salary payments over a period of 18 months, and the vesting of all of her stock options and restricted stock grants will automatically accelerate.

If payments or benefits provided by the Company to Ms. Wu pursuant to her employment agreement constitute "parachute payments" within the meaning of Section 280G of the Code that would be subject to the excise tax imposed under Section 4999 of the Code (collectively, the "Excise Tax"), the parachute payments will be reduced to an amount such that the aggregate of the parachute payments does not exceed 2.99 times the "base amount," as defined in Code Section 280G.

The employment agreement provides that that the Company will use its commercially reasonable efforts to cause Ms. Wu to be elected as a member of the Board of Director throughout her term of employment.

The foregoing description of the material terms of the employment agreement is not complete and is qualified in its entirety by reference to the full text thereof, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

A press release announcing the foregoing matters is attached hereto as Exhibit 99.1.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Release and Separation Agreement dated July 13, 2021 by and between Allied Esports Entertainment, Inc. and Frank Ng
10.2	Employment Agreement dated July 13, 2021 by and between Allied Esports Entertainment, Inc. and Libing (Claire) Wu
99.1	Company Press Release dated July 13, 2021

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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: July 14, 2021

ALLIED ESPORTS ENTERTAINMENT, INC.

By: /s/ Anthony Hung
Anthony Hung, Chief Financial Officer

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RELEASE AND SEPARATION AGREEMENT

July 13, 2021

This Release and Separation Agreement (“**Agreement**”) is executed by and between Frank Ng (“**Executive**”) and Allied Esports Entertainment, Inc., a Delaware corporation (“**AESE**” or the “**Company**”).

1. Background.

- a. Executive is employed by the Company and hereby resigns his employment with the Company.
- b. Executive and the Company wish to enter into this Agreement to set forth the terms and conditions under which Executive will transition out of his current role with the Company and voluntarily separate from his employment.
- c. Executive and the Company are parties to the following agreements related to Executive’s employment and compensation therefor (collectively, the “**Agreements**”):
 - (i) Employment Agreement dated effective September 20, 2019, as amended (the “**Employment Agreement**”);
 - (ii) Option Agreement dated effective November 21, 2019 (the “**Option Agreement**”)
 - (iii) Executive Restricted Stock Agreement dated August 7, 2020 (the “**Restricted Stock Agreement**”)
 - (iv) Restricted Stock Unit Agreement dated effective January 19, 2021, as amended (the “**RSU Agreement**”);

2. Definitions. The terms below have the following meanings:

- a. “**Company**” means AESE and all of the past and present subsidiaries and/or affiliates, successors, and assigns of the foregoing entities; and each and all of the past and present agents, officers, directors, employees, attorneys, insurers, members, governors, partners, successors, or assigns of any and all of the foregoing entities.
- b. “**Executive**” means Frank Ng, and any person who has or obtains legal rights or claims against the Company through Frank Ng.

3. Company’s Obligations. The Company will pay to Executive all of his accrued, unused vacation pay. In addition, in exchange for the Executive’s execution and return of this Agreement and Executive does not exercise his right to revoke the release set forth in Section 4 as described herein, the Company hereby promises the following:

- a. The Company will pay to Executive an aggregate of \$400,000 (gross), less all applicable withholdings and deductions the Company in good faith believes it is required to make from that amount, and any deductions that Executive voluntarily authorizes in writing, payable over a twelve-month period in equal installments on the Company’s regular pay.
- b. The Executive’s rights and obligations regarding stock options that are set forth in the Option Agreement shall be deemed to have fully vested, and all restrictions on any restricted stock issued to Executive pursuant to the Restricted Stock Agreement shall be deemed to have lapsed.

4. Executive’s Release. In consideration of the Company’s Obligations, Executive hereby fully and finally releases and waives to the maximum extent permitted by applicable law the following legal and equitable claims against the Company up to the moment that he signs this Agreement:

- a. All claims against the Company that Executive has now, whether or not he now knows about or suspects them;
- b. All claims for attorneys’ fees, costs, and disbursements;
- c. All rights and claims of discrimination, harassment, and retaliation under any applicable federal, state, or local statute, law, regulation, or ordinance, including, but not limited to, rights and claims of age discrimination, harassment, and retaliation under the federal Age Discrimination in Employment Act (“**ADEA**”), federal Older Workers Benefit Protection Act (“**OWBPA**”), the California Family Rights Act (“**CFRA**”); the California Fair Employment and Housing Act (“**CFEHA**”); and the California Labor Code; and claims of discrimination, harassment, and retaliation under the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Employee Retirement Income Security Act of 1974, and any other applicable federal, state, or local law, statute, regulation, or ordinance;
- d. All claims arising from Executive’s employment with AESE, and the termination of that employment, including, but not limited to, breach of contract, breach of implied contract, breach of fiduciary duty, breach of the implied covenant of good faith and fair dealing, illegal termination, termination in violation of public policy, promissory estoppel, wrongful termination, negligence, defamation, invasion of privacy, fraud, and infliction of emotional distress; provided that the foregoing shall not release any claims to Executive’s bonus of \$120,000 related to services provided by Executive prior to the Effective Date or any claims related to the RSU Agreement, as amended in Section 10 below; and
- e. All claims for any other alleged unlawful conduct of any sort.

The Company’s Obligations in Section 3 above which Executive is receiving, are full and fair payment for the Agreement, and they have a value that is greater than anything else to which Executive was already entitled to receive if he did not enter into this Agreement.

Notwithstanding the foregoing, Executive understands that this Agreement does not apply to any claim that cannot be legally waived, including, but not limited to, rights and claims for worker’s compensation benefits, and age discrimination under the ADEA and OWBPA for incidents or occurrences after the date on which Executive signed this Agreement. In addition, Executive is not waiving any rights to (i) any of his vested accrued employee benefits under the Company’s health, welfare, or retirement benefit plans, pursuant to the terms of those plans; (ii) enforce the agreements appended hereto; (iii) defense and indemnification to the extent provided by applicable law; or (iv) coverage under any applicable directors’ and officers’ liability insurance policy, such coverage to be determined solely by the terms and conditions of such policy.

Further, except as provided herein, Executive will not sue the Company as to any matter known, unknown, suspected, or unsuspected up to the moment that he signs this Agreement; *provided*, the above promise not to sue does not apply, and Executive will not be penalized or have an obligation to notify the Company, if (A) he exercises his legal right to challenge the validity of this Agreement, (B) he must sue to enforce this Agreement, and/or (C) his promise not to sue is invalid under any applicable law.

5. Notice of Section 1542 Rights. Executive represents that he is not aware of any claim by him other than the claims that are released by this Agreement. Executive acknowledges that he has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Executive, being aware of said code section, agrees to expressly waive any rights he may have thereunder, as well as under any other statute or common law principles of similar effect.

6. Unknown Claims. Executive acknowledges that he may hereafter discover claims or facts in addition to or different from those which he now knows or believes to exist with respect to the subject matter of his release of claims that, if known or suspected at the time of executing this Agreement, may have materially affected this Agreement. Nevertheless, Executive waives any right, claim, or cause of action that might arise as a result of such different or additional claims or facts. Executive acknowledges that he understands the significance and consequence of the releases given and the specific waiver of Section 1542 (or of any analogue of or counterpart to Section 1542 under any state or federal law).

Notwithstanding any provisions of this Agreement to the contrary, Executive does not waive any right or release any claim against Company which claim or right arises from Company failing to perform its undertakings as set forth in this Agreement and/or may arise after the date Company executes this release.

7. Protected Activity. Executive also understands that without being penalized or having an obligation to notify the Company, this Agreement does not prohibit him from filing a charge or complaint with, or testifying, assisting, cooperating, or participating in an investigation or legal proceeding conducted or initiated by, any governmental entity such as the Equal Employment Opportunity Commission, National Labor Relations Board, or any other federal, state, or local regulatory or law enforcement commission or agency (“**Governmental Agencies**”). If Executive files a charge or complaint, he agrees that the Company’s Obligations completely satisfy his individual claims in connection with the charge or complaint, and he is not entitled to any other individual monetary relief of any kind with respect to the legal and equitable claims that he has waived and released in this Agreement, unless his waiver and release are deemed unlawful or otherwise invalid. Notwithstanding the foregoing, Executive understands that nothing in this Agreement limits Executive’s right to receive an award for information provide to any Governmental Agencies.

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8. No Fault. None of the parties admits that he/it is responsible or legally obligated to the other(s) for any wrongdoing.

9. Executive’s Legal Rights.

- a. Right to Counsel. This is a legal document. The Company hereby advises Executive to consult with an attorney prior to signing this Agreement. He also understands that he can freely choose to seek legal advice before signing this Agreement and that he had the opportunity to do so before deciding to sign this Agreement.
- b. Rights to Consider and Revoke Agreement. Executive understands that he has up to 21 days to consider this Agreement, including his waiver and release of rights and claims of age discrimination, harassment, and retaliation under the ADEA and OWBPA, beginning on the Effective Date when he first received this Agreement for review. Executive further understands that if he signs this Agreement, *which cannot be until at least the Effective Date* then for a period of seven days following the day on which he signed it, he will then be entitled to revoke this Agreement, and this Agreement will not be effective or enforceable until after the seven-day period has expired.

In the event Executive does not exercise his rights to revoke as provided in this Section 9, the Agreement shall be effective for all purposes as of the Effective Date.

10. Amendments to Agreements.

- a. The RSU Agreement is amended to provide that a Vesting Date (as defined in the RSU Agreement) shall occur, and Executive shall be entitled to the payment of the Stated Value (as defined and determined in accordance with the RSU Agreement) prior to the two-year anniversary of the Closing Date, upon an earlier sale of substantially all of the assets or equity interests comprising the AESE’s esports division, as determined in the reasonable discretion of the Company’s Board of Directors; provided that Executive provides consulting services to the Company through the Vesting Date and no “separation from service,” as defined under Section 409A, occurs prior to such Vesting Date.
- b. The Agreements are amended to provide that, in the event that any of the payments, consideration, compensation and benefits provided for in this Agreement together with the payments, consideration, compensation and benefits under all other plans, arrangements and agreements applicable to Executive (“**Payments**”) constitute “excess parachute payments” within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the “**Code**”) and may or may not be subject to the excise tax imposed by Section 4999 of the Code (“**Parachute Payments**”), then Executive’s payments, consideration, compensation and benefits under the Agreements will be either:
 1. delivered in full, or
 2. delivered as to such lesser extent which would result in no portion of such Payments being subject to excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of payments, consideration, compensation and benefits, notwithstanding that all or some portion of such payments, consideration, compensation and benefits may be taxable under Section 4999 of the Code.

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Unless the Company and Executive otherwise agree in writing, any determination required under this Section will be made in writing by an independent accounting firm designated by the Company that is reasonably acceptable to Executive (the “**Accountants**”), whose determination will be conclusive and binding upon Executive and the Company for all purposes. The Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive

will furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company will bear all costs the Accountants may incur in connection with any calculations contemplated by this Section.

11. Cooperation and Transition.

- a. Employee will make himself available, on a reasonable basis and during normal business hours, to discuss or address issues or questions relating to Employee's employment and position for the purpose of achieving a smooth transition of Employee's former job duties and responsibilities.
- b. As requested by the Company, Employee will execute all documentation necessary to remove himself from all positions he held with the Company and all Company-related entities, including his director position.
- c. Employee also agrees to be reasonably available during normal business hours to cooperate with the Company and its counsel in connection with any investigation, administrative proceeding or litigation relating to any matter, occurring during Employee's employment, in which he was involved or of which he has knowledge. Employee understands and agrees that such cooperation includes, but is not limited to, making himself available to the Company and/or its counsel upon reasonable notice for: interviews and factual investigations; appearing to give testimony without requiring service of a subpoena or other legal process; volunteering to the Company or its counsel pertinent information; and turning over all relevant documents which are or may come into his possession.
- d. Employee shall provide to the Company assistance as requested in connection with the Company's esports division.
- e. The services provided by Executive to the Company under this Agreement are expected to be on an as needed and reasonable basis, and shall be performed during the business hours of the time zone where Executive is located and by conference telephone, Zoom or other electronic means to the extent reasonably possible.

12. Non-Disparagement. Executive agrees not to make disparaging or defamatory remarks about the Company or the Company's services, products, or other matters pertaining to its business. The Company, on behalf of itself and its management team, agrees not to make disparaging or defamatory remarks about Executive or Executive's services or other matters pertaining to Executive. Nothing in this Section is intended to, nor may be interpreted to, prevent the Executive or Company from giving truthful testimony to any law enforcement officer, court, administrative proceeding or as part of a government investigation or taking those actions permitted by Section 7.

13. Taxes. Executive acknowledges that Executive has not relied on any tax advice provided by the Company and that, if necessary, Executive is solely responsible for properly reporting the tax consequences and paying any applicable taxes, penalties, and interest. Executive acknowledges and agrees that Executive has been provided with the opportunity to consult legal and financial counsel with respect to the tax treatment of the consideration Executive will receive pursuant to this Agreement. Executive has been advised by the Company to consult with such counsel.

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14. Changes Only in Writing. No change to this Agreement will be binding unless executed in writing by both Executive and the Company.

15. Dispute Resolution. If there is a dispute that cannot be resolved by the parties arising out of or related to this Agreement, or to the parties' rights under this Agreement, or the interpretation, application, enforceability or validity thereof, the dispute shall be resolved by binding arbitration in Orange County, California in accordance with the Rules of the American Arbitration Association. Judgment on the award may be entered in any court having jurisdiction thereof. Any oral hearings at the arbitration proceedings shall be limited to one day in order to reduce costs and expenses.

16. Interpretation. The validity, interpretation, and performance of this Agreement shall be construed and interpreted according to the laws of the State of California. This Agreement shall not be interpreted for or against either party hereto on the ground that such party drafted or caused this Agreement to be drafted. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against the public policy or otherwise, the invalidity shall not affect other provisions, or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are declared to be severable.

17. No Admissions. It is agreed that this Agreement is not an admission of any liability or fault whatsoever by either Executive or Company.

18. Publicity. The parties hereto agree not to divulge or publicize the existence of this Agreement or the terms hereof except as may be necessary to enforce this Agreement or as may be required by law.

19. Knowing, Voluntary Agreement. The Parties represent that they have had enough time to read this Agreement carefully, understand its terms, and negotiate it. They also represent that they have had enough time to obtain legal advice from their own attorney before signing this Agreement to make certain that they understand the meaning of the terms and conditions in this Agreement, and fully understands the content and effect of this Agreement. The Parties now represent that they have entered into this Agreement voluntarily and knowingly, and that nobody has pressured them into entering into this Agreement. In signing this Agreement, the Parties have not relied on any statements by the other Party, its agents, or its attorneys that are not contained in this Agreement.

20. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission and by electronic mail in PDF format shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile and by electronic mail in PDF format shall be deemed to be their original signatures for all purposes.

Signature Page Follows

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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the Effective Date.

Dated: 7/8/2021

/s/ Frank Ng
Frank Ng

ALLIED ESPORTS ENTERTAINMENT, INC.

Dated: 7/7/2021

/s/ Anthony Hung

Signature Page to Release and Separation Agreement

EMPLOYMENT AGREEMENT

This Agreement made and entered into effective as of July 13, 2021 (the “Effective Date”) by and between Libing (Claire) Wu, an individual resident of New Jersey (“Employee”), and Allied Esports Entertainment, Inc., a Delaware corporation (“Company”), collectively referred to as “the Parties”.

RECITALS

WHEREAS, the Company desires to employ Employee as Chief Executive Officer, President and General Counsel, and Employee desires to accept employment upon the terms and conditions set forth herein;

WHEREAS, Employee acknowledges that during the course of her employment, Employee will have access to and be provided with confidential and proprietary information and trade secrets of the Company which are invaluable to the Company and vital to the success of the Company’s business;

WHEREAS, the Company and Employee desire to protect such proprietary and confidential information and trade secrets from disclosure to third parties or unauthorized use to the detriment of the Company; and

WHEREAS, the Company and Employee desire to set forth in this Agreement, the terms, conditions, and obligations of the parties with respect to such employment.

NOW, THEREFORE, in consideration of the foregoing recitals, premises and mutual covenants herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Employee’s Acknowledgment and Certifications. Employee hereby represents and certifies that Employee is not subject to any other agreement or restrictive covenant that Employee violates by working with Company. Further, Employee represents that no conflict of interest or breach of Employee’s fiduciary duties will result by working with and performing duties for Company. Employee further agrees and certifies that Employee will not use or disclose to Company any confidential, proprietary or trade secret information belonging to another individual or entity which may not properly be used or disclosed by Employee to Company.

2. Employment and Term. Company hereby employs Employee as Chief Executive Officer, President and General Counsel and Employee accepts such employment pursuant to the terms of this Agreement. Employee shall report to and take direction from the Chairman of the Company’s Board of Directors (the “Board”) and the Board. The Company shall appoint Employee as a member of the Board and shall use its commercially reasonable efforts to cause Employee to be elected as a member of the Board throughout Employee’s term of employment hereunder, including without limitation nominating Employee for election as a director at each stockholder meeting during such term at which Employee’s term as a director would otherwise expire. Employee agrees to accept election, and to serve as director of the Company during the term of her employment hereunder.

This Agreement shall commence on the Effective Date, and shall continue, unless sooner terminated in accordance with this Agreement, until the five-year anniversary of the Effective Date (the “Initial Period”); provided, however, this Agreement may be extended for additional periods of up to one year by the Parties’ mutual written agreement at least thirty (30) days prior to expiration of the current term (the “Extended Period” and together with the Initial Term, the “Agreement Period”). During the Agreement Period, Employee’s employment may be terminated by the Company with or without Cause, subject to Sections 6 and 8 of this Agreement, and Employee may resign or otherwise terminate her employment with the Company at any time, with or without notice, subject to the provisions of Sections 9 and 10 of this Agreement. Notwithstanding the provisions of this Section, the provisions of Sections 4.d, and 6-22 shall survive the termination of Employee’s employment and remain in full force and effect thereafter.

3. Duties. Employee shall have the title of Chief Executive Officer, President and General Counsel. Employee will devote Employee’s full working time, attention, loyalty, skills and efforts to diligently perform all the duties, responsibilities, and requirements assigned to Employee while employed by Company. Employee’s title, position and duties are at all times subject to change at the direction of the Board.

4. Compensation.

a. Base Salary. During the Initial Period, Employee will receive an annualized base salary of \$500,000 (gross, less applicable legally required withholdings and such other deductions as Employee voluntarily authorizes in writing). Thereafter, the Employee’s base salary shall be subject to adjustment with cost-of-living adjustments that apply to all Company employee salaries from time to time, and subject to other adjustment by the Board at any time as the Board deems appropriate.

b. Bonus. In each calendar year during the term of this Agreement, Employee shall be eligible to receive an annual incentive bonus of up to 60% of Employee’s annual salary, determined annually at the discretion of the Board, subject to the attainment of certain Board objectives. Any payments made under this Section 4(b) shall be paid within 2 months of the end of the bonus period, provided that Employee was employed by the Company on the last day of the bonus period. Employee shall further receive a bonus payable on or about the Effective Date of \$200,000 (gross, less applicable legally required withholdings and such other deductions as Employee voluntarily authorizes in writing).

c. Restricted Stock. The Employee will receive 80,000 shares of the Company’s common stock issued pursuant to the 2019 Equity Incentive Plan (the “Plan”) and a Restricted Stock Agreement dated the Effective Date between the Company and Employee.

d. Options. The Employee will receive options to purchase 200,000 shares of the Company’s common stock issued pursuant to the Plan and an Option Agreement dated the Effective Date between the Company and Employee.

e. Directors & Officers and Malpractice Insurance. While employed by Company, Employee shall be considered an officer of Company and shall be covered by D&O Insurance and legal malpractice insurance, or any other similar type of insurance, that provides coverage for Employee’s acts or omissions undertaken during the course and scope of Employee’s employment. The Company shall maintain coverage for Employee for at least five years following Employee’s employment.

5. Additional Benefits.

a. Business Expenses. Company will reimburse Employee for all reasonable and substantiated business expenses per its Expense Reporting Procedures. This includes, but is not limited to such expenses as cell phones, automobile, travel, business meetings, business development, professional training and status.

b. Vacation. Employee shall be entitled to four (4) weeks of paid vacation per each calendar year (pro rated for 2021) earned ratably over each calendar year, to be taken at such times as Employee and Company shall determine and provided that no vacation time shall unreasonably interfere with the duties required to be rendered by Employee hereunder; provided that the Employee shall only accrue up to a maximum of thirty (30) vacation days. Once the maximum number of days of vacation is accrued, no additional vacation days will accrue until Employee uses accrued vacation. Once the accrued vacation days fall below the accrual cap, Employee will commence accruing vacation again under the formula above starting after the number of days falling below the maximum. This vacation policy provision is meant to act as a cap or limit on the accrual of vacation time, and is not meant to act as a forfeiture of any accrued vacation benefits. Any vacation time not taken by Employee during any calendar year may be carried forward into one succeeding calendar year. Accrued but unused vacation will be paid out to Employee at the time of termination of employment.

c. Benefits. Employee will be eligible for the benefits provided from time to time by the Company for the benefit of its executive employees.

6. Nondisclosure Agreement. Employee acknowledges that she is executing in favor of the Company that certain Agreement Regarding Confidential/Proprietary Information, Nondisclosure, Non-Solicitation And Invention Assignment dated the Effective Date (the "Nondisclosure Agreement"), the terms of which shall continue in full force and effect and shall control in the case of any conflicts with the terms of this Agreement. Notwithstanding anything to the contrary herein, Company shall have no obligation to pay to Employee any severance payments due hereunder if Employee breaches the terms of the Nondisclosure Agreement after the date of the termination of Employee's employment with the Company.

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7. Termination by Company for Cause. Company may terminate Employee's employment for "Cause" at any time, without notice. For purposes of this Agreement, the term "Cause" shall mean any of the following:

a. Employee engages in willful misconduct or fails to follow the reasonable and lawful instructions of the Board, if such conduct is not cured within thirty (30) calendar days after Company sends notice to the Employee of the alleged Cause,

b. Employee embezzles or misappropriates assets of Company or any of its subsidiaries;

c. Employee's violation of Employee's obligations in this Agreement, if such conduct is not cured within thirty (30) calendar days after Company sends written notice to the Employee of the alleged Cause;

d. Breach of the Nondisclosure Agreement or any other agreement between Employee and Company or to which Company and Employee are parties, or a breach by Employee of a fiduciary duty or responsibility to Company;

e. The commission by Employee of fraud or other willful conduct that adversely affects the business or reputation of Company, as determined in the Board's sole discretion; or,

f. Company has a reasonable belief Employee engaged in some form of harassment or other improper conduct prohibited by Company policy or law.

In the event of a termination for Cause, Employee shall only be entitled to receive payment of base salary, in effect at the time of termination, through Employee's last date of employment, accrued, and unused vacation pay fully earned prior to the effective date of termination. Employee will not be entitled to any other payments, salary, or bonus. Employee shall have absolutely no right to receive or retain any other payment or compensation whatsoever under this Agreement. The Employee's rights and obligations regarding stock options, restricted stock or other equity incentives owned by Employee shall be determined in accordance with and be governed by the Plan and any award agreements issuing such equity incentives.

8. Termination by Company without Cause or Upon Death or Disability. Company may terminate Employee's employment without Cause at any time, for any reason, without notice. For purposes of this Agreement, an election by the Company not to extend employment pursuant to Section 2 shall be deemed a termination without Cause. Employee's employment will terminate as of the date of Employee's death or Disability (as defined below). In the event Employee's employment is terminated by Company without Cause, or Employee's employment is terminated as a result of Employee's death or Disability, Employee (or her estate) shall be entitled to receive from Company, subject to Sections 6, 11 and 12, severance equal to eighteen (18) months of Employee's base salary, then in effect at the time of termination, payable over an eighteen-month period in equal installments on the Company's regular pay dates, less applicable taxes and withholdings. Employee shall also receive any accrued, unused vacation pay. The severance pay is conditioned upon Employee's execution of a full and final waiver of all claims against Company, and not rescinding or revoking (to the extent permitted under such release) Employee's release, in a form acceptable to Company. The Employee's rights and obligations regarding stock options, restricted stock or other equity incentives owned by Employee shall be determined in accordance with and be governed by the Plan and any award agreements issuing such equity incentives; provided that all stock options shall be deemed to have fully vested and all restrictions on any restricted stock issued to Employee shall be deemed to have lapsed effective upon the termination date under this section. "Disability" shall mean a determination by the Board that Employee is unable to perform the essential functions of his or her job under this Agreement due to illness, injury, or other condition of a physical or psychological nature, with or without a reasonable accommodation for a period aggregating to 90 days in any 12-month period. Such determination shall be made in good faith by the Board, the decision of which shall be conclusive and binding. For clarity, the essential function of Employee's job specifically include, but are not limited to, Employee's consistent performance of her obligations under Section 3 of this Agreement.

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9. Termination by Employee for Good Reason. For purposes of this Agreement, "Good Reason" shall mean (i) a material diminution in Employee's position, duties, base salary, and responsibilities; (ii) Company's notice to Employee that his or her position will be relocated to an office which is greater than 150 miles from Employee's prior office location; (iii) the Board requests Employee to engage in actions that would constitute illegal or unethical acts; or (iv) any material breach by the Company or its subsidiary of any contract entered into between Employee and the Company or an affiliate of the Company, including this Agreement. In all cases of Good Reason, (A) Employee must have given notice to Company that an alleged Good Reason event has occurred, (B) the circumstance must remain uncorrected by Company after the expiration of thirty (30) days after receipt by Company of such notice, and (C) Employee must resign her employment within thirty (30) days of the expiration of the foregoing 30-day cure period. If Employee properly terminates his or her employment for Good Reason, Employee shall be entitled to receive from Company, subject to Sections 6, 11 and 12, severance equal to eighteen (18) months of Employee's base salary, then in effect at the time of termination, payable on the Company's ordinary payment dates during the severance pay period, less applicable taxes and withholdings. Employee shall also receive any accrued, unused vacation pay. The severance pay is conditioned upon Employee's execution of a full and final waiver of all claims against Company, and not rescinding or revoking (to the extent permitted under such release) Employee's release, in a form acceptable to Company. The Employee's rights and obligations regarding stock options, restricted stock or other equity incentives owned by Employee shall be determined in accordance with and be governed by the Plan and any award agreements issuing such equity incentives; provided that all stock options shall be deemed to have fully vested and all restrictions on any restricted stock issued to Employee shall be deemed to have lapsed effective upon the termination date under this Section.

10. Termination by Employee without Good Reason. If Employee terminates his or her employment with Company without Good Reason, Employee is only entitled to her base salary, then in effect at the time of termination, through Employee's last day of employment, accrued, unused vacation pay fully earned prior to the effective

date of termination. Employee will not be entitled to any other payments, salary, or bonus. The Employee's rights and obligations regarding stock options, restricted stock or other equity incentives owned by Employee shall be determined in accordance with and be governed by the Plan and any award agreements issuing such equity incentives.

11. Internal Revenue Code Section 409(A). The intent of the Parties is that payments and benefits under the Agreement comply with or be exempt from Section 409A ("Section 409A") of the Internal Revenue Code of 1986, as amended, and the regulations and guidance thereunder (the "Code") and, accordingly, to the maximum extent permitted the Agreement shall be interpreted to be in compliance therewith or exempt therefrom. To the extent any such cash payment or continuing benefit payable upon Employee's termination of employment is nonqualified deferred compensation subject to Section 409A, then, only to the extent required by Section 409A, such payment or continuing benefit shall not commence until the date which is six (6) months after the date of separation from service, and any previously scheduled payments shall be made in a lump sum (without interest) on that date. For purposes of Section 409A, the phrase "termination of employment" (or other words to that effect), as used in this Agreement, shall be interpreted to mean "separation from service" as defined under Section 409A.

12. Golden Parachute Limitation (Sec. 280G). Notwithstanding anything to the contrary contained herein, if any payments or benefits provided under this Agreement constitute "parachute payments" within the meaning of Section 280G of the Code (the "Parachute Payments") and such Parachute Payments are subject to the excise tax imposed by Section 4999 of the Code or nondeductible under Code Section 280G ("Section 280G"), then the Parachute Payments shall be reduced to an amount such that the aggregate of the Parachute Payments does not exceed 2.99 times the "base amount," as defined in Section 280G.

13. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The venue for any action relating to this Agreement shall be the federal or state courts located in New York, to which venue each party hereby submits.

14. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given, when received, if delivered by hand or by telegram, or three (3) working days after deposited, if placed in the mail for delivery by certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the following address:

Company:	Allied Esports Entertainment, Inc. Attention: Anthony Hung, Chief Financial Officer 17877 Von Karman Ave, Suite 300, Irvine, CA 92614
Employee:	Libing (Claire) Wu

Addresses may be changed by written notice given pursuant to this Section; however any such notice shall not be effective, if mailed, until three (3) working days after depositing in the mails or when actually received, whichever occurs first.

15. Other Agreements. This Agreement, together with the Nondisclosure Agreement, contains the entire agreement between the Parties concerning terms of employment and supersedes at the effective date hereof any other agreement, written or oral, except the Plan and the applicable award agreements under such plans.

16. Modification and Waiver. A waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof. Any modification of this Agreement must be in writing and signed by both parties.

17. Scope of Remedies. If Employee breaches the covenants contained in this Agreement, Employee recognizes that irreparable injury will result to Company, that Company's traditional remedies at law for damages will be inadequate, and that Company shall be entitled to injunctive relief ordered by a judicial court of competent jurisdiction to restrain the continuing breach by Employee, Employee's partners, agents, or employees, or any other persons or entities acting for or with Employee. Company shall further be entitled to seek remedies in a judicial court of competent jurisdiction for damages, reasonable attorney's fees, and all other costs and expenses incurred in connection with the enforcement of this Agreement, in addition to any other rights and remedies which Company may have at law or in equity.

18. Binding Effect, Assigns, Successors, Etc. The benefits and obligations of this Agreement shall inure to the successors and assigns of Company, to any person or entity which purchases substantially all of the assets of Company, and to any subsidiary, affiliated corporation, or operating division of Company. This Agreement is not assignable by Employee.

19. Savings Clause. If any provision, portion or aspect of this Agreement is determined to be void, or voidable by any legislative, judicial or administrative action as properly applied to this Agreement, then this Agreement shall be construed to so limit such provision, portion or aspect thereof to render same enforceable to the greatest extent permitted by or in the relevant jurisdiction.

20. Headings. The headings of this Agreement are intended solely for convenience and reference, and shall give no effect in the construction or interpretation of this Agreement.

21. Survival. The restrictions on Employee's post-employment activities (including Employee's confidentiality obligations and restrictive covenants), and those sections of this Agreement that pertain to interpretation and enforcement of such restrictions, will survive the termination of this Agreement and/or Employee's employment and will remain in full force and effect.

22. Execution. This Agreement may be executed in two (2) or more counterparts, and each such counterpart deemed an original. Original signatures on copies of the Agreement transmitted by facsimile will be deemed originals for all purposes hereunder.

Signature Page follows.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the day and year first written above.

COMPANY:

Allied Esports International, Inc.

By: /s/ Anthony Hung
Anthony Hung, *Chief Financial Officer*

EMPLOYEE:

By: /s/ Libing (Claire) Wu
Libing (Claire) Wu, *Individually*



Allied Esports Entertainment Announces Resignation of CEO Frank Ng and Appointment of New CEO Libing (Claire) Wu

IRVINE, Calif. (July 14, 2021)— Allied Esports Entertainment, Inc. (NASDAQ: AESE) (the "Company"), a global esports entertainment company, today announced the resignation of CEO Frank Ng, effective July 13, 2021.

The Company's Board of Directors ("Board") also announced the immediate appointment of Libing (Claire) Wu, who will assume the roles of CEO, President and General Counsel of Allied Esports Entertainment, Inc. Ms. Wu was previously an Independent Director on the Company's Board and is a highly respected New York attorney with over 15 years of experience focusing on corporate and securities laws. Ms. Wu has extensive legal and business experience in cross-border transactions, U.S. securities regulation, mergers and acquisitions, capital market transactions, as well as corporate strategic planning and structuring.

"Claire's wide-ranging experience and impressive business acumen will be essential to a smooth transition period following the sale of World Poker Tour and for leading the company into a new phase focused on long-term success," said Lyle Berman, Chairman of the Board of Directors, Allied Esports Entertainment. "On behalf of the Board, I'd like to thank Frank for his time and service to AESE and wish him the best moving forward."

Prior to accepting the new position, Ms. Wu was the vice president and general counsel of Asia Pacific Capital, Inc., as well as senior counsel at the New York law firm Davidoff Hutcher & Citron LLP. Ms. Wu also served as a non-executive director of Ourgame.

Ms. Wu stated, "I'm honored to accept this position and look forward to working with the Board and management team to drive significant growth and results for our shareholders and partners alike."

Ms. Wu is a graduate of New York University School of Law and China University of Political Science and Law, having earned a Master of Laws in Corporate Law at both institutions. Ms. Wu received a Bachelor of Science Degree in International Economics from Nankai University in Tianjin, China, and an Advanced Professional Certificate in Law and Business from New York University Leonard N. Stern School of Business.

About Allied Esports Entertainment

Allied Esports Entertainment (NASDAQ: AESE) is a global esports entertainment venture dedicated to providing transformative live experiences, multiplatform content and interactive services to audiences worldwide. For more information, visit alliedesports.gg.

Forward-Looking Statements

This communication contains "forward-looking statements" within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995. Forward-looking statements may relate to future results, strategy and plans of Allied Esports Entertainment, Inc. and the World Poker Tour (collectively, the "Companies") (including certain projections and business trends, and statements, which may be identified by the use of the words "plans", "expects" or "does not expect", "estimated", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or state that certain actions, events or results "may", "could", "would", "might", "projects", "will" or "will be taken", "occur" or "be achieved"). Forward-looking statements are based on the opinions and estimates of management of the Companies as of the date such statements are made, and they are subject to known and unknown risks, uncertainties, assumptions and other factors that may cause the actual results, level of activity, performance or achievements to be materially different from those expressed or implied by such forward-looking statements. These risks and uncertainties include, but are not limited to, each Company's respective revenues and operating performance, general economic conditions, industry trends, legislation or regulatory requirements affecting the business in which it is engaged, management of growth, its business strategy and plans, the result of future financing efforts and its dependence on key personnel, and the ability to retain key personnel. Readers are cautioned not to place undue reliance upon any forward-looking statements, which speak only as of the date made. These forward-looking statements are made only as of the date hereof, and no Company undertakes any obligation to update or revise the forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

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