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): January 1, 2026

Super League Enterprise, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-38819**	**47-1990734**
(State or other jurisdiction of incorporation)	*(Commission File Number)*	*(IRS Employer Identification Number)*

2450 Colorado Avenue, Suite 100E
Santa Monica, California 90404
(Address of principal executive offices)

(213) 421-1920
(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:

☐ 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, par value $0.001 per share	SLE	Nasdaq Capital Market

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 1.01 Entry into a Material Definitive Agreement.

Let's Bounce, Inc. Asset Purchase Agreement

On January 5, 2026 (the "*Effective Date*"), Super League Enterprise, Inc. (the "*Company*") entered into an Asset Purchase Agreement (the "*APA*") with Let's Bounce, Inc., a Delaware corporation ("*LBI*"), whereby the Company will acquire all of the tangible and intangible assets, products and services (the "*Products*") of LBI. Further, pursuant to the APA, the Company will not assume or be responsible for any of the liabilities of LBI. In consideration, the Company will issue to LBI (a) $200,000, with $75,000 payable at closing, $25,000 payable on the three-month anniversary of closing and $100,000 payable on the six-month anniversary of closing; and (b) earn-out payments in the amount of (i) $150,000 upon the realization by the Company of $500,000 in net revenue from the Products in calendar year 2026; and (ii) $175,000 upon the realization by the Company of a total of $1,000,000.00 in net revenue from the products in calendar year 2026.

Additionally, pursuant to the Purchase Agreement, the Company entered into employment agreements with Mr. Jasper Degens and Mr. Barack Hemou, pursuant to which each of Mr. Degens and Mr. Hemou were granted an inducement award of an aggregate of 331,609 restricted shares of Common Stock (the "*Inducement Grant Shares*"), calculated by dividing (i) $200,000.00, by (ii) the average closing price of the Company's common stock, as quoted on the Nasdaq Capital Market, for the five trading days preceding the date of closing of the transactions contemplated by the APA. The Inducement Grant Shares for each of Mr. Degens and Mr. Hemou will be subject to vesting as follows: (a) 25.0% on the 6-month anniversary of the Effective Date, and (b) the remaining 75% shall vest monthly in arrears in 1/18th increments. Each of the Inducement Awards were granted pursuant to terms and conditions fixed by the Compensation Committee of the Company's Board of Directors and as an inducement material to each new employee entering employment with Super League in accordance with Nasdaq Listing Rule 5635(c)(4). The Inducement Grant Shares will automatically vest (i) upon termination without cause, and (ii) in the event of a change of control of the Company, to the extent such change of control directly effects the terms of the issuance of the Inducement Grant Shares.

The above description of the APA does not purport to be complete and is qualified in its entirety to the Agreement filed as Exhibit 10.1 hereto, which is incorporated herein by reference.

Matthew Edelman Employment Agreement

Effective January 1, 2026 (the "Edelman Effective Date"), the Company entered into a new executive employment agreement with Matthew Edelman in the continued capacities of President and Chief Executive Officer of the Company (the "Edelman Agreement"). Mr. Edelman, who has served as a Class II member of the Board since our 2025 annual meeting of stockholders held on October 20, 2025. Mr. Edelman was also appointed as Chairman of the Board effective January 2, 2026.

The Edelman Agreement replaces the prior agreement expiring December 31, 2025. Pursuant to the Edelman Agreement, Mr. Edelman will (i) serve as Chief Executive Officer and President of the Company for a period of three years beginning on the Edelman Effective Date; (ii) receive an annual salary of $400,000, subject to an annual cost of living adjustment and an annual increase at the discretion of the Board; and (iii) receive (a) a restricted stock unit grant consisting of 1,756,250 shares of Common Stock, which shall vest in full on December 19, 2027; (b) a restricted stock unit performance grant consisting of 176,000 shares of Common Stock, which shall vest quarterly in 1/8th increments upon the Company's Common Stock closing at $3.00 or more for twenty consecutive trading days; and (c) a restricted stock unit performance grant consisting of 298,667 shares of Common Stock, which shall vest quarterly in 1/8th increments upon the Company's Common Stock closing at $5.00 or more for twenty consecutive trading days. Each of the restricted stock grants are subject to additional vesting accelerations and conditions, upon termination for cause or without cause, and upon resignations, as further described in the Edelman Agreement. Additionally, pursuant to the Edelman Agreement, Mr. Edelman will (i) participate in the Company's health insurance plan offered to its employees; (ii) participate in the Company's 401(k) Plan; and (iii) receive reimbursement for all reasonable business expenses.

The above description of the Edelman Agreement does not purport to be complete and is qualified in its entirety to the Agreement filed as Exhibit 10.2 hereto, which is incorporated herein by reference.

Clayton Haynes Employment Agreement

On January 1, 2026, the Company entered in an Employment Agreement (the "Haynes Agreement") dated January 1, 2026 (the "Haynes Effective Date") with Clayton Haynes, Chief Financial Officer and Secretary of the Company, replacing the prior agreement expiring December 31, 2025. Pursuant to the Haynes Agreement, Mr. Haynes (i) will serve as Chief Financial Officer and Secretary of the Company for a period of three years beginning on the Haynes Effective Date; (ii) will receive an annual salary of $340,000, subject to an annual cost of living adjustment and an annual increase at the discretion of the Board; and (iii) will receive (a) a restricted stock unit grant consisting of 887,500 shares of Common Stock, which shall vest quarterly in 1/8th increments beginning March 18, 2026 and becoming fully vested on December 19, 2027; (b) a restricted stock unit performance grant consisting of 88,000 shares of Common Stock, which shall vest quarterly in 1/8th increments upon the Company's Common Stock closing at $3.00 or more for twenty consecutive trading days; and (c) a restricted stock unit performance grant consisting of 149,333 shares of Common Stock, which shall vest quarterly in 1/8th increments upon the Company's Common Stock closing at $5.00 or more for twenty consecutive trading days. Each of the restricted stock grants are subject to additional vesting accelerations and conditions, upon termination for cause or without cause, and upon resignations, as further described in the Haynes Agreement. Additionally, pursuant to the Haynes Agreement, Mr. Haynes will (i) participate in the Company's health insurance plan offered to its employees; (ii) participate in the Company's 401(k) Plan; and (iii) receive reimbursement for all reasonable business expenses.

The above description of the Haynes Agreement does not purport to be complete and is qualified in its entirety to the Agreement filed as Exhibit 10.3 hereto, which is incorporated herein by reference.

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

Marti Frucci Appointment

On January 1, 2026, the Board of Directors (the "*Board*") of the Company appointed Marti Frucci as a member of the Board. Ms. Frucci will serve as a Class II director until the Company's 2028 annual meeting of stockholders, until such time as her successor has been duly elected and qualified, or until her resignation or removal. Ms. Frucci fills a vacancy on the Board created by the previously reported resignation of Jeffrey Gehl.

Marti Frucci, 63, is the founder and Managing Partner of Momentum Ventures Advisory and a highly experienced investment banking professional who has completed over $20 billion in transactions over the past 30+ years across a broad range of TMT sectors. She began her career with bulge bracket banks (Bankers Trust now Deutsche Bank, Lazard, and DLJ now UBS), where she worked on a plethora of M&A, high yield offerings, IPO's, private placements, restructurings and share repurchases for large public and private corporations. Ms. Frucci then took her skillset to a series of specialized investment banking boutiques where she could work more directly with the founders of companies who were still running their businesses, with the focus narrowed to M&A and private placements.

In 2015 Ms. Frucci established Momentum Ventures Advisory in order to provide bulge bracket quality advisory services to smaller companies that desire experienced professional guidance but cannot justify the cost structure that even a boutique must follow, as well as larger companies for which a traditional bank is not needed or suitable to the circumstances. She continues to work across a myriad of sectors – from digital media to marketing services to SaaS companies and everything in between, for both public and private companies, and across all geographies, with many of her transactions having a non-US buyer or investor. Her vast deal and sector experience has resulted in invaluable relationships far and wide, and as a result of her credibility and track record Ms. Frucci's services are sought out by repeat clients and prospective clients by way of referrals.

Outside of investment banking she served in the Presidential Advance Office of The White House for President Reagan and ran the Award Ceremonies department for the 1984 L.A. Olympics, adding a layer of richness and unique perspective that she can bring to her client work. Ms. Frucci holds a BS and an MBA from Columbia University.

The Board has determined that Ms. Frucci qualifies as an independent director under the listing standards of the Nasdaq Capital Market and the director independence standards set forth in the Company's Corporate Governance Guidelines. There are no arrangements or understandings between Ms. Frucci and the Company or any other person pursuant to which Ms. Frucci was selected to serve on, or appointed as a member of, the Board. There are no family relationships between Ms. Frucci and any director or executive officer of the Company. Mr. Frucci has no direct or indirect material interest in any transactions required to be disclosed pursuant to Item 404(a) of Regulation S-K promulgated by the U.S. Securities and Exchange Commission.

Appointment of Matt Edelman and Resignation of Ann Hand as Chair of the Board

Mr. Edelman's appointment as Chairman of the Board fills a vacancy created by Ann Hand, who resigned as Executive Chair effective January 2, 2026. Ms. Hand will continue to serve as a Class III member of the Board of Directors until such time as her successor has been duly elected and qualified, or until her earlier resignation, or removal.

Executive Employment Agreements

As more specifically set forth in Item 1.01 herein under “*Matthew Edelman Employment Agreement*,” and “*Clayton Haynes Employment Agreement*,” each of which are incorporated herein by reference, the Company entered into the Edelman Employment Agreement and the Haynes Employment Agreement, effective January 1, 2025.

Item 8.01 Other Items

On January 6, 2026, the Company issued a press release announcing the appointment of Ms. Frucci. A copy of the press release is filed as Exhibit 99.1 to this Form 8-K and incorporated herein by reference.

On January 6, 2026, the Company issued a press release announcing that it acquired an interest in Hide or Die!, a top 100 Roblox game. A copy of the press release is filed as Exhibit 99.2 to this Current Report on Form 8-K and incorporated herein by referebce

On January 7, 2026, the Company issued a press release regarding the entry into the APA with LBI and the grant of the Inducement Award Shares. A copy of the press release is filed as Exhibit 99.3 to this Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Asset Purchase Agreement by and between the Company and Let’s Bounce, Inc. dated January 6, 2026
10.2	Employment Agreement by and between the Company and Matthew Edelman dated January 1, 2026
10.3	Employment Agreement by and between the Company and Clayton Haynes dated January 1, 2026
99.1	Press Release, issued on January 6, 2026
99.2	Press Release, issued on January 6, 2026
99.3	Press Release, issued on January 7, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Signatures

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 thereunto duly authorized.

Super League Enterprise, Inc.

Date: January 7, 2026

By: */s/ Clayton Haynes*
Clayton Haynes
Chief Financial Officer

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (the "Agreement") is made and entered into as of January 5, 2026 ("Execution Date"), by and between Super League Enterprise, Inc., a Delaware corporation, on the one hand (the "Purchaser" or "SLE"), and Let's Bounce, Inc., Delaware corporation, on the other hand ("BOUNCE" or "Seller"). The Purchaser and the Seller may be referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Seller desires to sell all of the tangible and intangible assets, products and services, listed in Exhibit A hereto, to Purchaser upon the conditions set forth in this Agreement; and

WHEREAS, Purchaser desires to purchase the assets, listed in Exhibit A hereto, of Seller upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the respective representations and warranties hereinafter set forth, and the respective covenants and agreements contained herein, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I. PURCHASE AND SALE; EARN-OUT; EMPLOYMENT.

1.1 Agreement to Purchase and Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller will sell, transfer, convey, assign and deliver to the Purchaser, and the Purchaser will purchase from the Seller, all legal right, title and interest of the Seller in and to all of the assets specifically detailed in Exhibit A hereto, inclusive of all technology, existing and pending products and associated services, operations, existing contracts, pending contracts and sales pipeline as of closing, customer list, intellectual property (i.e., consisting of all patents issued, patents pending, trademarks, copyrights, trade secrets, etc.), social media accounts and channels, and all other material assets related to the operations of the business (collectively, the "Assets").

1.2 No Assumption of Liabilities. Purchaser shall not assume, and shall not be responsible for, any of the liabilities of Seller.

1.3 Excluded Assets. For the avoidance of doubt, all outstanding or unpaid invoices, accounts receivable, or other similar items of Seller shall not be deemed assets acquired by Purchaser unless expressly set forth in Exhibit A hereto.

1.4 Total Purchase Price. The total purchase price to be paid by Purchaser for the Assets shall be Two Hundred Thousand Dollars ($200,000.00) (the "Purchase Consideration"), payable as follows: (a) Seventy-Five Thousand Dollars ($75,000.00) at closing via wire transfer; (b) Twenty-Five Thousand Dollars ($25,000.00) on the three-month anniversary of closing via wire transfer; and (c) One Hundred Thousand Dollars ($100,000.00) on the six-month anniversary of closing via wire transfer. The foregoing is exclusive of the Earn-Out as described in Section 1.5 immediately below.

1.5 Earn-Out. The Earn-Out for BOUNCE is as follows:

(a) The sum of One Hundred Fifty Thousand Dollars ($150,000.00) is payable upon the realization by SLE of Five Hundred Thousand Dollars ($500,000.00) in Net Revenue from the Products in calendar year 2026. For the avoidance of doubt, "Net Revenue" shall be defined as gross revenues realized from the products of Seller in existence at Closing less (i) third party developer and contractor costs, and (ii) any other costs associated with man-hours spent by internal SLE employees or full-time contractors that are directly related to the delivery of work against such gross revenues, specifically excluding the salaries of Messrs. Hemou and Degens;

(b) The sum of One Hundred Seventy-Five Thousand Dollars ($175,000.00) upon the realization by SLE of a total of One Million Dollars ($1,000,000.00) in Net Revenue from the Products in calendar year 2026; and

(c) For the avoidance of doubt, the earn-out period for Bounce will conclude on December 31, 2026.

1.6 Employment Agreements; Inducement Equity Grant. Messrs. Hemou and Degens will receive SLE's standard employment terms and conditions, healthcare, and other benefits (payable in-kind for Messr. Degens and payable in an equivalent amount of cash on a semi-monthly basis for Messr. Hemou), and each will receive as an inducement equity grant, pursuant to Nasdaq Rule 5635(b)(4), in the amount of $200,000.00 of restricted stock (the "Inducement Grant") (i.e., number of shares is calculated based on $200,000.00 divided by the average closing price of the five (5) days preceding the day of Closing). The Inducement Grants will vest as follows: (i) 25% on the six-month anniversary of Closing; and (ii) the remaining 75% to vest in eighteen (18) equal monthly increments in arrears through the two-year anniversary of Closing. Further, with respect to the employment offers to each of Messrs. Hemou and Degens, the following shall apply: (a) if termination without cause occurs during the initial twelve (12) months post-Closing, then in such event the terminated party will receive twelve (12) months of severance equal the terminated party's annual salary (the "Annual Salary") on the date of termination (payable in twelve monthly payments) and the unvested portion of the Inducement Grants shall fully vest upon termination, (b) if termination without cause occurs during the second (2nd) year of employment post-Closing, then in such event the terminated party will receive his Annual Salary through the second (2nd) anniversary of Closing, pro-rated for the period remaining in the second (2nd) year of employment and payable monthly through the second (2nd) anniversary of employment, and the unvested portion of the Inducement Grants shall fully vest upon termination, and (c) in the event of a change of control of SLE, all employment terms, Inducement Grant vesting, and benefits shall remain unaffected during the two-year term post-closing, and (d) in the event a change of control would otherwise affect employment terms, the annual salary, Inducement Grant vesting, etc. will be treated as if a termination without cause as set forth in this Section 1.6 and evidenced in Exhibit B hereto. Typical non-compete and non-solicitation provisions will be part of the employment agreements for each of Messrs. Hemou and Degens for the two-year employment agreement period.

1.7 Closing. The closing of the purchase and sale of the Assets (the "Closing") shall occur on or before January 5, 2026, and shall occur electronically with the parties providing fully executed versions of this Agreement to the other along with the other items required by each of the Parties as set forth in Article VI hereinbelow. Following receipt of all of the required delivery items by Seller, Purchaser will effectuate a wire transfer to Seller in the amount of the initial tranche of the Purchase Price as set forth in Section 1.4 hereinabove.

ARTICLE II. REPRESENTATIONS AND WARRANTIES OF SELLER.

2.1 Corporate Status. Seller is a corporation which is duly organized, validly existing, and in good standing under the laws of the State of Delaware. Seller has full authority to execute and deliver this Agreement and perform the transactions contemplated hereby.

2.2 Actions. All actions and proceedings necessary to be taken by or on the part of Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with and subject to its terms.

2.3 No Defaults. Neither the execution, delivery, or performance by Seller of this Agreement nor the consummation by Seller of the transactions contemplated hereby is an event that, of itself or with the giving of notice or the passage of time or both, will:

(a) Violate or conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation under, any contract, mortgage, indenture, agreement, lease or other instrument to which Seller is a party to or by which it is bound, or by which it may be affected, or result in the creation of any lien or encumbrance upon any of Seller's assets; or

(b) Violate any judgment, decree, order, statute, rule, or regulation applicable to Seller.

2.4 Breach. Seller is not in violation or breach of any of the terms, conditions or provisions of any contracts, lease, instrument, court order, judgment, arbitration award, or decree materially affecting the business of Seller, to which Seller is a party or by which it is otherwise bound, where the effect thereof would have a material adverse effect on Seller.

2.5 Approvals and Consents; Assignment of Contracts. To Seller's knowledge, no permit, license, consent, approval, or authorization of, or filing with, any governmental regulatory authority or agency is required in connection with the execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby, except where its absence would not have a material adverse effect on the Assets.

2.6 Title to and Condition of Assets.

(a) Seller has good, valid, and marketable title to all the Assets, free and clear of all liens, encumbrances and security interests of every kind or character.

2.7 No Broker or Finder. Seller has not employed or used the services of any broker or finder in connection with this transaction and Seller shall hold Purchaser completely free and harmless from the claims of any person claiming to have so acted on behalf of Seller.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

3.1 Corporate Status. Purchaser is a corporation which is duly organized, validly existing, and in good standing under the laws of the State of Delaware. Purchaser is duly qualified to do business in each jurisdiction in which the character of and location of its assets or operations makes qualification to do business necessary. Purchaser has full corporate power to continue its business as it is now being conducted and as proposed to be conducted and to own and operate its assets. Purchaser has full corporate power and authority to execute and deliver this Agreement and perform the transactions contemplated hereby.

3.2 Corporate Actions. All corporate or other actions and proceedings necessary to be taken by or on the part of Purchaser in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement, including the obtaining of approval by the directors of Purchaser, have been duly and validly taken, and this Agreement has been duly and validly authorized, executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with and subject to its terms.

3.3 No Defaults. Neither the execution, delivery, or performance by Purchaser of this Agreement nor the consummation by Purchaser of the transactions contemplated hereby is an event that, of itself or with the giving of notice or the passage of time or both, will:

(a) Violate or conflict with the provisions of the articles of incorporation or bylaws of Purchaser;

(b) Violate or conflict with or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation under, any contract, mortgage, indenture, agreement, lease or other instrument to which Purchaser is a party to or by which it is bound, or by which it may be affected, or result in the creation of any lien or encumbrance upon any of Purchaser's assets, except for agreements, indentures and instruments related to the financing of the transactions contemplated by this Agreement; or

(c) Violate any judgment, decree, order, statute, rule, or regulation applicable to Purchaser.

3.4 Breach. Purchaser is not in violation or breach of any of the terms, conditions or provisions of its articles of incorporation, as amended, or any indenture, mortgage or deed of trust or other contracts, lease, instrument, court order, judgment, arbitration award, or decree materially affecting the business of Purchaser, to which Purchaser is a party or by which it is otherwise bound, where the effect thereof would have a material adverse effect on Purchaser.

3.5 Approvals and Consents. All approvals and consents of entities not a party to this Agreement, legally and contractually required, have been obtained by Purchaser in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

3.6 Litigation. There are no lawsuits, judgments, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or to Purchaser's knowledge, threatened against the Purchaser relating to or affecting the execution, delivery or performance of this Agreement or the ability of Purchaser to perform its obligations under this Agreement.

3.7 No Broker or Finder. Purchaser has not employed or used the services of any broker or finder in connection with this transaction and shall hold Seller completely free and harmless from the claims of any person claiming to have so acted on behalf of Purchaser.

ARTICLE IV. COVENANTS OF SELLER.

4.1 Representations and Warranties. Seller shall give detailed written notice to Purchaser promptly upon learning of any fact which (i) would render untrue in any material respect any of Seller's representations or warranties contained in this Agreement, or (ii) would cause Seller to fail to comply with its obligations hereunder in any material respect between the Execution Date and the Closing if such dates are not otherwise concurrent.

4.2 Consummation of Agreement. Seller shall use its best efforts to fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and cause the transactions contemplated by this Agreement to be fully consummated.

4.3 Restrictions. Prior to the Closing, Seller shall not encumber or grant any security interest in any of the Assets.

ARTICLE V. COVENANTS OF PURCHASER.

5.1 Representations and Warranties. Purchaser shall give detailed written notice to Seller promptly upon learning of any fact which (i) would render untrue in any material respect any of Purchaser's representations or warranties contained in this Agreement, or (ii) would cause Purchaser to fail to comply with is obligations hereunder in any material respect between the Execution Date and the Closing if such dates are not otherwise concurrent.

5.2 Consummation of Agreement. Purchaser shall fulfill and perform all conditions and obligations on its part to be fulfilled and performed under this Agreement, and cause the transactions contemplated by this Agreement to be fully consummated.

ARTICLE VI. ITEMS TO BE DELIVERED AT THE CLOSING.

6.1 Deliveries by Seller. At the Closing, Seller shall deliver to Purchaser the following:

(a) An executed Agreement, including the Bill of Sale attached hereto as Exhibit B;

(b) All the Assets specified in Exhibit A hereto;

(c) Executed employments agreements by Messrs. Hemou and Degens; and

(d) Written evidence of unanimous board of director and stockholder approval of the asset purchase transaction.

6.2 Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Seller the following:

(a) An executed Agreement, including the Bill of Sale attached hereto as Exhibit B;

(b) A wire transfer in the amount of $75,000.00;

(c) Executed employment agreements with Messrs. Hemou and Degens; and

(d) Written evidence of board of director approval of the asset purchase transaction.

ARTICLE VII. POST-CLOSING MATTERS.

7.1 Post-Closing Obligations. The parties shall each manage all post-closing matters that may arise from time to time to further the transaction set forth herein.

ARTICLE VIII. INDEMNIFICATION.

8.1 Indemnification by Seller. Seller shall indemnify, defend, and hold Purchaser harmless from and against any and all liabilities or obligations arising with respect to the Assets up to the Closing. Further, Seller shall indemnify, defend and hold harmless Purchaser from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including reasonable attorney’s fees and costs (collectively, “Purchaser Losses”) that Purchaser may incur or suffer, which arise, result from, or relate to: (i) any inaccuracy of Seller’s representations and warranties contained in this Agreement or in any agreement, instrument or document entered into pursuant hereto or in connection with the Closing, or (ii) any breach of or failure by Seller to perform any of its covenants or agreements contained in this Agreement or in any agreement, instrument or document pursuant hereto or in connection with the Closing. Seller shall not have any liability under this Section 8.1 unless Purchaser gives written notice to Seller asserting a claim for Purchaser Losses, including reasonably detailed facts and circumstances pertaining thereto, before the expiration of one (1) year from the Closing.

8.2 Indemnification by Purchaser. Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all liabilities or obligations arising with respect to the Assets, expressly excluding claims asserted after the Closing that relate to actions taken by Seller prior to the Closing. Further, Purchaser shall indemnify, defend and hold harmless Seller from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including reasonable attorney's fees and costs (collectively, "Seller Losses") that Seller may incur or suffer, which arise, result from, or relate to: (i) any inaccuracy of Purchaser's representations and warranties contained in this Agreement or in any agreement, instrument or document pursuant hereto or in connection with the Closing, or (ii) any breach of or failure by Purchaser to perform any of its covenants or agreements contained in this Agreement or in any agreement, instrument or document pursuant hereto or in connection with the Closing. Purchaser shall not have any liability under this Section 8.2 unless Seller gives written notice to Purchaser asserting a claim for Seller Losses, including reasonably detailed facts and circumstances pertaining thereto, before the expiration of one (1) year from the Closing.

ARTICLE IX. MISCELLANEOUS.

9.1 Termination of Agreement. This Agreement may be terminated at any time on or prior to the Closing: (a) by the mutual written consent of Seller and Purchaser; (b) by Seller or Purchaser at any time prior to Closing if Seller or Purchaser, as the case may be, prior to such date, determines in its sole discretion that the results of its due diligence investigation of the other party is in any way unsatisfactory. A termination pursuant to this Section 9.1 shall not relieve any Party of any liability it otherwise has for a breach of this Agreement. As a condition to any termination by Purchaser hereunder, all information and materials relating to the Assets and to which Purchaser obtained access during the negotiations leading to, or following, execution of this Agreement, and any other writings containing excerpts of such materials or information, and any or all copes thereof, shall be delivered to Seller.

9.2 Expenses. Each Party hereto shall bear all its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation, accounting, legal and other professional fees incurred in connection herewith.

9.3 Further Assurances. From time to time prior to, on and after the Closing, each Party hereto will execute all such instruments and take all such actions as any other Party, being advised by counsel, shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions and things contemplated by this Agreement, including without limitation the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on the Closing, and any and all actions which may reasonably be necessary or desirable to complete the transactions contemplated hereby. The Parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

9.4 Construction. All signatories hereto agree that each of them and their respective counsel, and other advisors, has reviewed and had an opportunity to revise this Agreement and the exhibits hereto and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits hereto.

ARTICLE X. DISPUTE RESOLUTION.

10.1 Direct Discussion. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement (a "Dispute"), the Parties shall use their best efforts to settle such Dispute. To this effect, management of the Parties involved shall consult and negotiate with each other in good faith to attempt to reach a just and equitable solution satisfactory to both parties.

10.2 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of California.

10.3 Submission to Jurisdiction. The Parties irrevocably and unconditionally:

(a) submit to the exclusive jurisdiction of the courts of the State of California, County of Los Angeles, and all courts of appeal from them; and

(b) waive any objection they may now or in the future have to the bringing of proceedings in those courts and any claim that any proceedings have been brought in an inconvenient forum.

ARTICLE XI. GENERAL PROVISIONS.

11.1 Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective representative, successors, and assigns. No Party hereto may assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other Party, and any such attempted assignment or delegation without such consent shall be void. Seller agrees not to unreasonably withhold its consent to any assignment by Purchaser of its rights hereunder prior to Closing to a corporation or other entity controlled by Purchaser, provided that (a) such assignee will assume all obligations of Purchaser hereunder, without Purchaser being released, and (b) such assignment will not, in Seller's reasonable judgment, delay in any material way or make more doubtful the Closing.

11.2 Amendments; Waivers. The terms, covenants, representations, warranties, and conditions of this Agreement may be changed, amended modified, waived, discharged, or terminated only by a written instrument executed by the Party waiving compliance. The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such Party at a later date to enforce the same. No waiver by any Party of any condition or the breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instance shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

11.3 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express, or a similar overnight courier service, expenses prepaid, or, if sent by email, to the applicable party at the email address set forth in this Section 11.3 and confirmed receipt:

(a) If to Seller, then to: Let's Bounce, Inc.: 720 Seneca St., Suite 107 # 286, Seattle, WA 98101; Attn: Barak Hemou; barak.chamo@gmail.com; +1 929 434 9457; and

(b) If to Purchaser, then to: Super League Enterprise, Inc., 2450 Colorado Ave., Suite 100E, Santa Monica, CA 90404; Attn: Matt Edelman, CEO & President, matt.edelman@superleague.com, +1 310 770 7194.

Any Party may alter the address to which communications are to be sent by providing written notice of such change of address in conformity with the provisions of this Section 11.3 of providing notice.

11.4 Captions. The captions of Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

11.5 Entire Agreement. This Agreement and the other documents delivered hereunder constitute the full and entire understanding and agreement between the Parties with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements, or conditions, express or implied, oral, or written, relating to the subject matter hereof, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

11.6 Execution; Counterparts. This Agreement may be executed in any number of original counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all the Parties reflected hereon as the signatories.

11.7 Time. Time is of the essence in complying with all stated dates set forth herein.

11.8 Currency. A reference to '$' is a reference to the currency of the USA.

11.9 Related Party Transaction; Arms-Length Negotiation. For the avoidance of doubt, this Agreement has been negotiated at arms-length between the Parties and, by their execution of this Agreement, has been unanimously agreed upon by both Seller and Purchaser.

[Signature page follows]

IN WITNEBOUNCE WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized signatories as of the date first written above.

PURCHASER:

SUPER LEAGUE ENTERPRISE, INC.

By: */s/ Matt Edelman*
Matt Edelman
CEO & President

SELLER:

LET'S BOUNCE, INC.

By: ____________________
Name: ____________________
Title: ____________________

[Signature page to Asset Purchase Agreement]

EXHIBIT A

LIST OF ASSETS

The tangible and intangible assets sold hereunder to Super League Enterprise, Inc. (“SLE”) shall consist of the following (collectively, the “Assets”):

1. Existing Customer and Partnership Contracts

- Seller’s status as an **official Roblox Loyalty Pilot Partner**, including all associated rights and documentation, **to the extent transferable and subject to any required third-party consents**, under the applicable Roblox agreement
- Agreements and participation arrangements with Roblox experience developers, studios, and IP holders enrolled or actively participating in the Bounce Play Network or related programs

2. Sales and Partnership Pipeline

- Active and qualified sales opportunities with brands, agencies, and partners currently in RFP, discussion, negotiation, or proposal stage.
- **Non-binding discussions and prospective strategic partnership opportunities** not yet under executed contract, including regional partnerships (Asia and Europe), data partnerships, business development collaborations, and channel partnerships.
- Developer relations and supply-side pipeline, including Roblox games, studios, and IP holders in active discussions to onboard to the Bounce Play Network or related initiatives

For clarity, Seller shall, **to the best of its reasonable ability**, facilitate introductions, knowledge transfer, further development and transition support in connection with the foregoing pipeline and partnership items, **subject to Buyer**’**s sole discretion** as to whether and how to pursue any such opportunities.

3. Intellectual Property

- All proprietary software, source code, SDKs, APIs, backend services, platform architecture, and internal tools developed by Seller, including those enabling or supporting the Bounce Loyalty, rewards, Play Network, and Analytics products.
- All analytics schemas, data models, event taxonomies, attribution logic, dashboards, reporting methodologies, and technical documentation, including those used to measure engagement, rewards, loyalty participation, conversion, and performance across all products.
- All product designs, UX/UI flows, wireframes, specifications, internal documentation, and operational playbooks
- **All right, title, and interest in the** “**Bounce**” **brand**, including the Bounce name, trademarks (registered or unregistered), logos, visual identity, and **associated commercial goodwill**, together with all related brand-associated intellectual property

4. Other Assets

- All domain names, websites, dashboards, and associated web properties operated by Seller.
- All marketing materials, pitch decks, case studies, internal sales collateral, and partner-facing documentation.
- All materials, documentation, and data related to the Bounce Play Network, including developer catalogs, integration menus, campaign templates, and onboarding materials.
- All non-personal, aggregated, or anonymized data generated in connection with Loyalty programs, to the extent owned or controlled by Seller and transferable under applicable law and agreements.

REMAINDER OF EXHIBITS INTENTIONALLY OMITTED

Exhibit 10.2

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (this "Agreement") is made and entered into effective as January 1, 2026 (the "Effective Date"), by and between Super League Enterprise, Inc., a Delaware corporation ("COMPANY"), and Matt Edelman, an individual ("EXECUTIVE").

WITNESSETH:

WHEREAS, COMPANY and EXECUTIVE deem it to be in their respective best interests to enter into an agreement providing for COMPANY's employment of EXECUTIVE pursuant to the terms herein stated.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements contained herein, it is hereby agreed as follows:

1. Term. COMPANY hereby employs, and EXECUTIVE hereby accepts employment with COMPANY for a period of three (3) years beginning on the date hereof ("Term"). Unless COMPANY or EXECUTIVE provides written notice that this Agreement shall be allowed to expire, and the employment relationship thereby terminated at least thirty (30) days prior to the expiration of the Term or any Renewal Term (as defined herein), this Agreement shall continue in effect for an additional term of one (1) year ("Renewal Term").

2. Duties of EXECUTIVE. EXECUTIVE's position with COMPANY shall be Chief Executive Officer and President. EXECUTIVE shall also serve as the COMPANY's Chairman of the board of directors. EXECUTIVE shall do and perform all services, acts, or things reasonably necessary or advisable to accomplish the objectives of the board of directors.

3. Devotion of Time to Company's Business. EXECUTIVE shall be a full-time EXECUTIVE of COMPANY and shall devote such substantial and sufficient amounts of his productive time, ability, and attention to the business of COMPANY during the Term of this Agreement as may be reasonable and necessary to accomplish the objectives and complete the tasks assigned to EXECUTIVE. EXECUTIVE may devote reasonable time to activities other than those required under this Agreement, including activities involving professional, charitable, community, educational, religious and similar types of organizations, speaking engagements, membership on the boards of directors of other organizations and similar types of activities to the extent that such activities do not inhibit or prohibit the performance of services under this Agreement.

4. Uniqueness of Services. EXECUTIVE hereby acknowledges that the services to be performed by him under the terms of this Agreement are of a special and unique value. Accordingly, the obligations of EXECUTIVE under this Agreement are non-assignable.

5. Compensation of EXECUTIVE.

a. Base Annual Salary. Subject to other specific provisions in this Agreement, as compensation for services hereunder, EXECUTIVE shall receive a Base Annual Salary of $400,000 payable in accordance with the Company's ordinary payroll practices, commencing on the January 1 through January 15, 2026 payroll period. On each anniversary date hereof, EXECUTIVE's Base Annual Salary will be adjusted for an annual cost of living salary increase. and will be reviewed in detail for a further increase at the sole discretion of the COMPANY'S board of directors ("Board") following the approval of the COMPANY's compensation committee.

b. Annual Executive Compensation. EXECUTIVE shall participate in the COMPANY's annual executive compensation plan during the Term as determined by the COMPANY's compensation committee and ratified by the COMPANY's Board on an annual basis and delineated in a financial performance matrix.

c. Restricted Stock Units; Vesting Conditions. In conjunction with serving in the capacity set forth in Section 2 hereof, EXECUTIVE has been issued: (i) a restricted stock unit grant consisting of 1,756,250 shares of common stock ("RSU Grant No. 1"); (ii) a restricted stock unit performance grant consisting of 176,000 shares of common stock ("RSU Performance Grant No. 1"); and (iii) a restricted stock unit performance grant consisting of 298,667 shares of common stock ("RSU Performance Grant No. 2"). The vesting conditions of the foregoing restricted stock unit grants are as follows:

i. RSU Grant No. 1 will (a) vest one hundred percent (100.0%) on December 18, 2027, (b) not vest upon termination for cause prior to December 19, 2027 (expressly limited to fraud, misappropriation/embezzlement of monies, felony conviction or no contest felony plea, (c) vest one hundred percent (100.0%) upon termination without cause, (d) vest on a pro rata basis upon resignation for any reason (i.e., that percentage of the two year period commencing December 18, 2025 and concluding on December 18, 2027 multiplied by 1,756,250 shares will vest);

ii. RSU Performance Grant No. 1 will (a) only commence vesting if the COMPANY's common stock closes at $3.00 or more for twenty (20) consecutive trading days, and then as follows: (i) vest in one-eighth (1/8th) increments, on a quarterly basis in arrears; (ii) upon termination without cause, all unvested restricted stock units shall immediately vest; and (iii) upon resignation for any reason, restricted stock units shall vest on a pro rata basis through the effective date of resignation, with all vested restricted stock units to be retained by EXECUTIVE; and (b) upon termination for cause prior to completion of vesting, EXECUTIVE will be required to convey to SLE (either from shares of common stock held by EXECUTIVE or via purchase in the open market) all vested restricted stock units as of the termination date less restricted stock units sold to cover taxes; and

iii. RSU Performance Grant No. 2 will (a) only commence vesting if the COMPANY's common stock closes at $5.00 or more for twenty (20) consecutive trading days, and then as follows: (i) vest in one-eighth (1/8th) increments, on a quarterly basis in arrears; (ii) upon termination without cause, all unvested restricted stock units shall immediately vest; and (iii) upon resignation for any reason, restricted stock units shall vest on a pro rata basis through the effective date of resignation, with all vested restricted stock units to be retained by EXECUTIVE; and (b) upon termination for cause prior to completion of vesting, EXECUTIVE will be required to convey to SLE (either from shares of common stock held by EXECUTIVE or via purchase in the open market) all vested restricted stock units as of the termination date less restricted stock units sold to cover taxes.

d. Health Insurance. EXECUTIVE and his dependents shall be entitled to participate in the health insurance plan offered to COMPANY employees.

e. 401(k). EXECUTIVE will be permitted to participate in the Company's 401(k) Plan.

f. Business Expenses. COMPANY will reimburse EXECUTIVE for all reasonable business expenses directly incurred in performing EXECUTIVE's duties and promoting the business of COMPANY.

g. Auto-Acceleration. All of EXECUTIVE's options, restricted stock units and performance stock units shall include auto acceleration of outstanding vesting conditions upon a change of control. Specifically, the auto-acceleration of all vesting conditions shall be deemed effective immediately prior to any change of control transaction, which shall include any merger transaction which results in a change in the voting control of the COMPANY, or a sale of all or substantially all of the assets of the COMPANY.

6. Termination of Employment.

a. In the event COMPANY should terminate this Agreement other than for just "Cause" as defined in Section 6(b) below ("Termination without Cause") or EXECUTIVE terminates this Agreement for "Good Reason" as defined in Section 6(e), EXECUTIVE shall be entitled to eighteen (18) months of severance pay, with payment thereof requiring the execution of a mutual release agreement including traditional terms and payable in eighteen (18) equal monthly increments from the date of termination. In addition, COBRA health insurance coverage shall be paid by the COMPANY during the eighteen (18) month severance period. <u>For the avoidance of doubt, willfully choosing not to work will not trigger severance.</u>

b. COMPANY shall have the right to terminate EXECUTIVE's employment at any time for "Cause" by giving EXECUTIVE written notice of the effective date of termination ("Termination with Cause"). For the purposes of this Agreement, "Cause" shall mean:

i. Fraud, misappropriation, embezzlement or any other action of material misconduct against COMPANY or any of its affiliates or subsidiaries;

ii. Substantial failure to render services in accordance with the provisions of this Agreement, provided that:

(a) a written demand for performance has been delivered to EXECUTIVE at least ten (10) days prior to termination identifying the manner in which COMPANY believes that EXECUTIVE has failed to perform; and

(b) EXECUTIVE has thereafter failed to remedy such failure to perform;

iii. Material violation of any law, rule or regulation of any governmental or regulatory body material to the business of COMPANY;

iv. Conviction or a guilty plea or nolo contendere plea to a felony;

v. Repeated and persistent failure to abide by the policies established by COMPANY after written warning from COMPANY;

vi. Any acts of violence or threats of violence made by EXECUTIVE against COMPANY or anyone associated with COMPANY's business;

vii. The solicitation or acceptance of payment or gratuity from any existing or potential customer or supplier of COMPANY without the prior written consent of COMPANY's Board of Director's; and/or

viii. Drug dependency or habitual insobriety.

c. In the event of Termination with Cause, EXECUTIVE shall be paid EXECUTIVE's salary through the effective date of termination on the date of termination. After the effective date of Termination with Cause, EXECUTIVE shall not be entitled to accrue or vest in any further salary, severance pay, stock options, restricted stock units, performance stock units, benefits, fringe benefits or entitlements; provided that EXECUTIVE shall retain the right to exercise any stock options which are vested as of the effective date of termination for a period of ninety (90) days.

d. This Agreement shall terminate automatically in the event that: (i) EXECUTIVE fails or is unable to perform EXECUTIVE 's duties due to injury, illness or other incapacity for ninety (90) days in any twelve (12) month period (except that EXECUTIVE may be entitled to disability payments pursuant to COMPANY's disability plan, if any); or (ii) Death of EXECUTIVE.

e. EXECUTIVE shall have the right, upon at least fifteen (15) calendar days prior written notice, to terminate this Agreement for any of the following reasons, each of which shall constitute "**Good Reason**": (i) a material, negative change in EXECUTIVE's duties, title, authority, or responsibilities taken as a whole; or (ii) COMPANY's material, uncured breach of this Agreement. Notwithstanding the foregoing, "Good Reason" shall not exist unless: (x) EXECUTIVE provides COMPANY with specific written notice of the existence of the condition giving rise to Good Reason within thirty (30) days after initial occurrence; (y) COMPANY fails to remedy such condition within fifteen (15) calendar days after COMPANY's receipt of such written notice; or (z) EXECUTIVE terminates his employment within fifteen (15) days after the cure period has lapsed.

7. 280G Gross-Up. (a) In the event it is determined that any payment or distribution by the COMPANY or other amount with respect to the COMPANY to or for the benefit of EXECUTIVE, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement (including the accelerated vesting of equity awards held by EXECUTIVE) or otherwise (the "Total Payments"), is (or will be) subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code") or any interest or penalties are (or will be) incurred by EXECUTIVE with respect to the excise tax imposed by Section 4999 of the Code with respect to the COMPANY (the excise tax, together with any interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), EXECUTIVE will be entitled to receive an additional cash payment (a "Gross-Up Payment" from the COMPANY in an amount equal to the sum of the Excise Tax.

8. Covenant of Confidentiality. All documents, records, files, manuals, forms, materials, supplies, computer programs, trade secrets and other information which comes into EXECUTIVE's possession from time to time during EXECUTIVE's employment by COMPANY and/or any of COMPANY's subsidiaries or affiliates, shall be deemed to be confidential and proprietary to COMPANY and shall remain the sole and exclusive property of COMPANY. EXECUTIVE acknowledges that all such confidential and proprietary information is confidential and proprietary and not readily available to COMPANY's business competitors. On the effective date of the termination of the employment relationship or at such other date as specified by COMPANY, EXECUTIVE agrees that he will return to COMPANY all such confidential and proprietary items (including, but not limited to, Company marketing material, business cards, keys, etc.) in his control or possession, and all copies thereof, and that he will not remove any such items from the offices of COMPANY.

9. Covenant of Non-Disclosure. Without the prior written approval of COMPANY, EXECUTIVE shall keep confidential and not disclose or otherwise make use of any of the confidential or proprietary information or trade secrets referred to in Section 8 nor reveal the same to any third party whomsoever, except as required by law.

10. Covenant of Non-Solicitation. During the Term of this Agreement and for a period of two (2) years following the effective date of termination, EXECUTIVE, either on EXECUTIVE's own account or for any person, firm, Company or other entity, shall not solicit, interfere with or induce, or attempt to induce, any EXECUTIVE of COMPANY, or any of its subsidiaries or affiliates to leave their employment or to breach their employment agreement, if any, with COMPANY.

11. Covenant of Cooperation. EXECUTIVE agrees to cooperate with COMPANY in any litigation or administrative proceedings involving any matters with which EXECUTIVE was involved during his employment by COMPANY. COMPANY shall reimburse EXECUTIVE for reasonable expenses incurred in providing such assistance.

12. Covenant Against Competition.

a. Scope and Term. During the Term of this Agreement and for an additional period ending one (1) year after the effective date of termination or expiration of this Agreement, whichever occurs first, EXECUTIVE shall not directly or indirectly engage in or become a partner, officer, principal, EXECUTIVE, consultant, investor, creditor or stockholder of any business, proprietorship, association, firm, corporation or any other business entity which is engaged or proposes to engage or hereafter engages in any business which competes with the business of COMPANY and/or any of COMPANY's subsidiaries or affiliates in any geographic area in which COMPANY conducts business at the time of the termination or expiration of the employment relationship.

13. Rights to Inventions.

a. Inventions Defined. "Inventions" means discoveries, concepts, and ideas, whether patentable or not, relating to any present or contemplated activity of COMPANY, including without limitation devices, processes, methods, formulae, techniques, and any improvements to the foregoing.

b. Application. This Section 13 shall apply to all Inventions made or conceived by EXECUTIVE, whether or not during the hours of his employment or with the use of COMPANY facilities, materials, or personnel, either solely or jointly with others, during the Term of his employment by COMPANY and for a period of one (1) year after any termination of such employment. This Section 13 does not apply to any invention disclosed in writing to COMPANY by EXECUTIVE prior to the execution of this Agreement.

c. Assignment. EXECUTIVE hereby assigns and agrees to assign to COMPANY all of his rights to Inventions and to all proprietary rights therein, based thereon or related thereto, including without limitation applications for United States and foreign letters patent and resulting letters patent.

d. Reports. EXECUTIVE shall inform COMPANY promptly and fully of each Invention by a written report, setting forth in detail the structures, procedures, and methodology employed, and the results achieved ("Notice of Invention"). A report shall also be submitted by EXECUTIVE upon completion of any study or research project undertaken on COMPANY's behalf, whether or not in EXECUTIVE's opinion a given study or project has resulted in an Invention.

e. Patents. At COMPANY's request and expense, EXECUTIVE shall execute such documents and provide such assistance as may be deemed necessary by COMPANY to apply for, defend or enforce any United States and foreign letters patent based on or related to such Inventions.

14. Remedies. Notwithstanding any other provision in this Agreement to the contrary, EXECUTIVE acknowledges and agrees that if EXECUTIVE commits a material breach of the Covenant of Confidentiality (Section 8), Covenant of Non-Disclosure (Section 9), Covenant of Non-Solicitation (Section 10), Covenant of Cooperation (Section 11), Covenant Against Competition (Section 12), or Rights to Inventions (Section 13), COMPANY shall have the right to have the obligations of EXECUTIVE specifically enforced by any court having jurisdiction on the grounds that any such breach will cause irreparable injury to COMPANY and money damages will not provide an adequate remedy. Such equitable remedies shall be in addition to any other remedies at law or equity, all of which remedies shall be cumulative and not exclusive. EXECUTIVE further acknowledges and agrees that the obligations contained in Sections 7 through 13, of this Agreement are fair, do not unreasonably restrict EXECUTIVE's future employment and business opportunities, and are commensurate with the compensation arrangements set out in this Agreement.

15. Survivability. Sections 7 through 14, of this Agreement shall survive termination of the employment relationship and this Agreement.

16. General Provisions.

a. Arbitration. Any controversy involving the construction, application, enforceability or breach of any of the terms, provisions, or conditions of this Agreement, including without limitation, claims for breach of contract, violation of public policy, breach of implied covenant, intentional infliction of emotional distress or any other alleged claims which are not settled by mutual agreement of the parties, shall be submitted to final and binding arbitration in accordance with the rules of the American Arbitration Association in Los Angeles County, California. The cost of arbitration shall be borne by the losing party. In consideration of each party's agreement to submit to arbitration any and all disputes that arise under this Agreement, each party agrees that the arbitration provisions of this Agreement shall constitute his/its exclusive remedy and each party expressly waives the right to pursue redress of any kind in any other forum. The parties further agree that the arbitrator acting hereunder shall not be empowered to add to, subtract from, delete or in any other way modify the terms of this Agreement. Notwithstanding the foregoing, any party shall have the limited right to seek equitable relief in the form of a temporary restraining order or preliminary injunction in a court of competent jurisdiction to protect itself from actual or threatened irreparable injury resulting from an alleged breach of this Agreement pending a final decision in arbitration.

b. Authorization. COMPANY and EXECUTIVE each represent and warrant to the other that he/it has the authority, power and right to deliver, execute and fully perform the terms of this Agreement.

c. Entire Agreement. EXECUTIVE understands and acknowledges that this document constitutes the entire agreement between EXECUTIVE and COMPANY with regard to EXECUTIVE's employment by COMPANY and EXECUTIVE's post-employment activities concerning COMPANY. This Agreement supersedes any and all other written and oral agreements between the parties with respect to the subject matter hereof. Any and all prior agreements, promises, negotiations, or representations, either written or oral, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force and effect. This Agreement may be altered, amended, or modified only in writing signed by all of the parties hereto. Any oral representations or modifications concerning this instrument shall be of no force and effect.

d. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, void, or unenforceable, the remainder of such provisions and all of the remaining provisions hereof shall remain in full force and effect to the fullest extent permitted by law and shall in no way be affected, impaired, or invalidated as a result of such decision.

e. Governing Law. Except to the extent that federal law may preempt California law, this Agreement and the rights and obligations hereunder shall be governed, construed and enforced in accordance with the laws of the State of California.

f. Taxes. All compensation payable hereunder is gross and shall be subject to such withholding taxes and other taxes as may be provided by law. EXECUTIVE shall be responsible for the payment of all taxes attributable to the compensation provided by this Agreement except for those taxes required by law to be paid or withheld by COMPANY.

g. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of COMPANY. EXECUTIVE may not sell, transfer, assign, or pledge any of his rights or interests pursuant to this Agreement.

h. Waiver. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions or prevent that party thereafter from enforcing such provision or provisions and each and every other provision of this Agreement.

i. Captions. Titles and headings to sections in this Agreement are for the purpose of reference only and shall in no way limit, define, or otherwise affect any provisions contained therein.

j. Breach - Right to Cure. A party shall be deemed in breach of this Agreement only upon the failure to perform any obligation under this Agreement after receipt of written notice of breach and failure to cure such breach within ten (10) days thereafter; provided, however, such notice shall not be required where a breach or threatened breach would cause irreparable harm to the other party and such other party may immediately seek equitable relief in a court of competent jurisdiction to enjoin such breach.

17. Acknowledgement. EXECUTIVE acknowledges that he has been given a reasonable period of time to study this Agreement before signing it. EXECUTIVE certifies that he has fully read, has received an explanation of, and completely understands the terms, nature, and effect of this Agreement. EXECUTIVE further acknowledges that he is executing this Agreement freely, knowingly, and voluntarily and that EXECUTIVE's execution of this Agreement is not the result of any fraud, duress, mistake, or undue influence whatsoever. In executing this Agreement, EXECUTIVE does not rely on any inducements, promises, or representations by COMPANY other than the terms and conditions of this Agreement.

18. Effective Only Upon Execution by Authorized Officer of COMPANY. This Agreement shall have no force or effect and shall be unenforceable in its entirety until it is executed by a duly authorized officer of COMPANY and such executed Agreement is delivered to EXECUTIVE.

IN WITNESS WHEREOF, the parties hereto have read, understood, and voluntarily executed this Agreement as of the day and year first above written.

EXECUTIVE

/s/ *Matt Edelman*
Matt Edelman

COMPANY

By: /s/ *Clayton Haynes*
Clayton Haynes
CFO & Secretary

Exhibit 10.3

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (this “Agreement”) is made and entered into effective as January 1, 2026 (the “Effective Date”), by and between Super League Enterprise, Inc., a Delaware corporation (“COMPANY”), and Clayton Haynes, an individual (“EXECUTIVE”).

WITNESSETH:

WHEREAS, COMPANY and EXECUTIVE deem it to be in their respective best interests to enter into an agreement providing for COMPANY’s employment of EXECUTIVE pursuant to the terms herein stated.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements contained herein, it is hereby agreed as follows:

1. Term. COMPANY hereby employs, and EXECUTIVE hereby accepts employment with COMPANY for a period of three (3) years beginning on the date hereof ("Term"). Unless COMPANY or EXECUTIVE provides written notice that this Agreement shall be allowed to expire, and the employment relationship thereby terminated at least thirty (30) days prior to the expiration of the Term or any Renewal Term (as defined herein), this Agreement shall continue in effect for an additional term of one (1) year ("Renewal Term").

2. Duties of EXECUTIVE. EXECUTIVE’s position with COMPANY shall be Chief Financial Officer and Secretary. EXECUTIVE shall report to Matt Edelman, Chairman, President and Chief Executive Officer and shall do and perform all services, acts, or things reasonably necessary or advisable to accomplish the objectives of the President and Chief Executive Officer, as well as the board of directors.

3. Devotion of Time to Company's Business. EXECUTIVE shall be a full-time EXECUTIVE of COMPANY and shall devote such substantial and sufficient amounts of his productive time, ability, and attention to the business of COMPANY during the Term of this Agreement as may be reasonable and necessary to accomplish the objectives and complete the tasks assigned to EXECUTIVE. EXECUTIVE may devote reasonable time to activities other than those required under this Agreement, including activities involving professional, charitable, community, educational, religious and similar types of organizations, speaking engagements, membership on the boards of directors of other organizations and similar types of activities to the extent that such activities do not inhibit or prohibit the performance of services under this Agreement.

4. Uniqueness of Services. EXECUTIVE hereby acknowledges that the services to be performed by him under the terms of this Agreement are of a special and unique value. Accordingly, the obligations of EXECUTIVE under this Agreement are non-assignable.

5. Compensation of EXECUTIVE.

a. Base Annual Salary. Subject to other specific provisions in this Agreement, as compensation for services hereunder, EXECUTIVE shall receive a Base Annual Salary of $340,000 payable in accordance with the Company's ordinary payroll practices, commencing on the January 1 through January 15, 2026 payroll period. On each anniversary date hereof, EXECUTIVE's Base Annual Salary will be adjusted for an annual cost of living salary increase. and will be reviewed in detail for a further increase at the sole discretion of the COMPANY’S board of directors (“Board”) following the approval of the COMPANY’s compensation committee.

b. Annual Executive Compensation. EXECUTIVE shall participate in the COMPANY's annual executive compensation plan during the Term as determined by the COMPANY's compensation committee and ratified by the COMPANY's Board on an annual basis and delineated in a financial performance matrix.

c. Restricted Stock Units; Vesting Conditions. In conjunction with serving in the capacity set forth in Section 2 hereof, EXECUTIVE has been issued: (i) a restricted stock unit grant consisting of 887,500 shares of common stock ("RSU Grant No. 1"); (ii) a restricted stock unit performance grant consisting of 88,000 shares of common stock ("RSU Performance Grant No. 1"); and (iii) a restricted stock unit performance grant consisting of 149,333 shares of common stock ("RSU Performance Grant No. 2"). The vesting conditions of the foregoing restricted stock unit grants are as follows:

i. RSU Grant No. 1 will (a) vest in one-eighth ($1/8^{th}$) increments, on a quarterly basis in arrears, with the initial vesting to occur on March 18, 2026 and concluding on December 18, 2027, (b) cease vesting immediately upon termination for cause (expressly limited to fraud, misappropriation/embezzlement of monies, felony conviction or no contest felony plea) and EXECUTIVE will be required to convey to SLE (either from shares of common stock held by EXECUTIVE or via purchase in the open market) all vested restricted stock units as of the termination date less restricted stock units sold to cover taxes, (c) upon resignation for any reason, all restricted stock units shall vest on a pro rata basis through the effective date of resignation, with all vested restricted stock units to be retained by EXECUTIVE, and (d) vest one hundred percent (100.0%) upon termination without cause;

ii. RSU Performance Grant No. 1 will (a) only commence vesting if the COMPANY's common stock closes at $3.00 or more for twenty (20) consecutive trading days, and then as follows: (i) vest in one-eighth ($1/8^{th}$) increments, on a quarterly basis in arrears; (ii) upon termination without cause, all unvested restricted stock units shall immediately vest; and (iii) upon resignation for any reason, restricted stock units shall vest on a pro rata basis through the effective date of resignation, with all vested restricted stock units to be retained by EXECUTIVE; and (b) upon termination for cause prior to completion of vesting, EXECUTIVE will be required to convey to SLE (either from shares of common stock held by EXECUTIVE or via purchase in the open market) all vested restricted stock units as of the termination date less restricted stock units sold to cover taxes; and

iii. RSU Performance Grant No. 2 will (a) only commence vesting if the COMPANY's common stock closes at $5.00 or more for twenty (20) consecutive trading days, and then as follows: (i) vest in one-eighth ($1/8^{th}$) increments, on a quarterly basis in arrears; (ii) upon termination without cause, all unvested restricted stock units shall immediately vest; and (iii) upon resignation for any reason, restricted stock units shall vest on a pro rata basis through the effective date of resignation, with all vested restricted stock units to be retained by EXECUTIVE; and (b) upon termination for cause prior to completion of vesting, EXECUTIVE will be required to convey to SLE (either from shares of common stock held by EXECUTIVE or via purchase in the open market) all vested restricted stock units as of the termination date less restricted stock units sold to cover taxes.

d. Health Insurance. EXECUTIVE and his dependents shall be entitled to participate in the health insurance plan offered to COMPANY employees.

e. 401(k). EXECUTIVE will be permitted to participate in the Company's 401(k) Plan.

f. Business Expenses. COMPANY will reimburse EXECUTIVE for all reasonable business expenses directly incurred in performing EXECUTIVE's duties and promoting the business of COMPANY.

g. Auto-Acceleration. All of EXECUTIVE's options, restricted stock units and performance stock units shall include auto acceleration of outstanding vesting conditions upon a change of control. Specifically, the auto-acceleration of all vesting conditions shall be deemed effective immediately prior to any change of control transaction, which shall include any merger transaction which results in a change in the voting control of the COMPANY, or a sale of all or substantially all of the assets of the COMPANY.

6. Termination of Employment.

a. In the event COMPANY should terminate this Agreement other than for just "Cause" as defined in Section 6(b) below ("Termination without Cause") or EXECUTIVE terminates this Agreement for "Good Reason" as defined in Section 6(e), EXECUTIVE shall be entitled to twelve (12) months of severance pay, with payment thereof requiring the execution of a mutual release agreement including traditional terms and payable in twelve (12) equal monthly increments from the date of termination. In addition, COBRA health insurance coverage shall be paid by the COMPANY during the twelve (12) month severance period. <u>For the avoidance of doubt, willfully choosing not to work will not trigger severance.</u>

b. COMPANY shall have the right to terminate EXECUTIVE's employment at any time for "Cause" by giving EXECUTIVE written notice of the effective date of termination ("Termination with Cause"). For the purposes of this Agreement, "Cause" shall mean:

i. Fraud, misappropriation, embezzlement or any other action of material misconduct against COMPANY or any of its affiliates or subsidiaries.

ii. Substantial failure to render services in accordance with the provisions of this Agreement, provided that:

(a) a written demand for performance has been delivered to EXECUTIVE at least ten (10) days prior to termination identifying the manner in which COMPANY believes that EXECUTIVE has failed to perform; and

(b) EXECUTIVE has thereafter failed to remedy such failure to perform;

iii. Material violation of any law, rule or regulation of any governmental or regulatory body material to the business of COMPANY;

iv. Conviction or a guilty plea or nolo contendere plea to a felony;

v. Repeated and persistent failure to abide by the policies established by COMPANY after written warning from COMPANY;

vi. Any acts of violence or threats of violence made by EXECUTIVE against COMPANY or anyone associated with COMPANY's business;

vii. The solicitation or acceptance of payment or gratuity from any existing or potential customer or supplier of COMPANY without the prior written consent of COMPANY's Board of Director’s; and/or

viii. Drug dependency or habitual insobriety.

c. In the event of Termination with Cause, EXECUTIVE shall be paid EXECUTIVE's salary through the effective date of termination on the date of termination. After the effective date of Termination with Cause, EXECUTIVE shall not be entitled to accrue or vest in any further salary, severance pay, stock options, restricted stock units, performance stock units, benefits, fringe benefits or entitlements; provided that EXECUTIVE shall retain the right to exercise any stock options which are vested as of the effective date of termination for a period of ninety (90) days.

d. This Agreement shall terminate automatically in the event that: (i) EXECUTIVE fails or is unable to perform EXECUTIVE 's duties due to injury, illness or other incapacity for ninety (90) days in any twelve (12) month period (except that EXECUTIVE may be entitled to disability payments pursuant to COMPANY's disability plan, if any); or (ii) Death of EXECUTIVE.

e. EXECUTIVE shall have the right, upon at least fifteen (15) calendar days prior written notice, to terminate this Agreement for any of the following reasons, each of which shall constitute “**Good Reason**”: (i) a material, negative change in EXECUTIVE’s duties, title, authority, or responsibilities taken as a whole; or (ii) COMPANY’s material, uncured breach of this Agreement. Notwithstanding the foregoing, “Good Reason” shall not exist unless: (x) EXECUTIVE provides COMPANY with specific written notice of the existence of the condition giving rise to Good Reason within thirty (30) days after initial occurrence; (y) COMPANY fails to remedy such condition within fifteen (15) calendar days after COMPANY’s receipt of such written notice; or (z) EXECUTIVE terminates his employment within fifteen (15) days after the cure period has lapsed.

7. 280G Gross-Up. (a) In the event it is determined that any payment or distribution by the COMPANY or other amount with respect to the COMPANY to or for the benefit of EXECUTIVE, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement (including the accelerated vesting of equity awards held by EXECUTIVE) or otherwise (the “Total Payments”), is (or will be) subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the “Code”) or any interest or penalties are (or will be) incurred by EXECUTIVE with respect to the excise tax imposed by Section 4999 of the Code with respect to the COMPANY (the excise tax, together with any interest and penalties, are hereinafter collectively referred to as the “Excise Tax”), EXECUTIVE will be entitled to receive an additional cash payment (a “Gross-Up Payment” from the COMPANY in an amount equal to the sum of the Excise Tax.

8. Covenant of Confidentiality. All documents, records, files, manuals, forms, materials, supplies, computer programs, trade secrets and other information which comes into EXECUTIVE's possession from time to time during EXECUTIVE's employment by COMPANY and/or any of COMPANY's subsidiaries or affiliates, shall be deemed to be confidential and proprietary to COMPANY and shall remain the sole and exclusive property of COMPANY. EXECUTIVE acknowledges that all such confidential and proprietary information is confidential and proprietary and not readily available to COMPANY's business competitors. On the effective date of the termination of the employment relationship or at such other date as specified by COMPANY, EXECUTIVE agrees that he will return to COMPANY all such confidential and proprietary items (including, but not limited to, Company marketing material, business cards, keys, etc.) in his control or possession, and all copies thereof, and that he will not remove any such items from the offices of COMPANY.

9. Covenant of Non-Disclosure. Without the prior written approval of COMPANY, EXECUTIVE shall keep confidential and not disclose or otherwise make use of any of the confidential or proprietary information or trade secrets referred to in Section 8 nor reveal the same to any third party whomsoever, except as required by law.

10. Covenant of Non-Solicitation. During the Term of this Agreement and for a period of two (2) years following the effective date of termination, EXECUTIVE, either on EXECUTIVE's own account or for any person, firm, Company or other entity, shall not solicit, interfere with or induce, or attempt to induce, any EXECUTIVE of COMPANY, or any of its subsidiaries or affiliates to leave their employment or to breach their employment agreement, if any, with COMPANY.

11. Covenant of Cooperation. EXECUTIVE agrees to cooperate with COMPANY in any litigation or administrative proceedings involving any matters with which EXECUTIVE was involved during his employment by COMPANY. COMPANY shall reimburse EXECUTIVE for reasonable expenses incurred in providing such assistance.

12. Covenant Against Competition.

a. Scope and Term. During the Term of this Agreement and for an additional period ending one (1) year after the effective date of termination or expiration of this Agreement, whichever occurs first, EXECUTIVE shall not directly or indirectly engage in or become a partner, officer, principal, EXECUTIVE, consultant, investor, creditor or stockholder of any business, proprietorship, association, firm, corporation or any other business entity which is engaged or proposes to engage or hereafter engages in any business which competes with the business of COMPANY and/or any of COMPANY's subsidiaries or affiliates in any geographic area in which COMPANY conducts business at the time of the termination or expiration of the employment relationship.

13. Rights to Inventions.

a. Inventions Defined. "Inventions" means discoveries, concepts, and ideas, whether patentable or not, relating to any present or contemplated activity of COMPANY, including without limitation devices, processes, methods, formulae, techniques, and any improvements to the foregoing.

b. Application. This Section 13 shall apply to all Inventions made or conceived by EXECUTIVE, whether or not during the hours of his employment or with the use of COMPANY facilities, materials, or personnel, either solely or jointly with others, during the Term of his employment by COMPANY and for a period of one (1) year after any termination of such employment. This Section 13 does not apply to any invention disclosed in writing to COMPANY by EXECUTIVE prior to the execution of this Agreement.

c. Assignment. EXECUTIVE hereby assigns and agrees to assign to COMPANY all of his rights to Inventions and to all proprietary rights therein, based thereon or related thereto, including without limitation applications for United States and foreign letters patent and resulting letters patent.

d. Reports. EXECUTIVE shall inform COMPANY promptly and fully of each Invention by a written report, setting forth in detail the structures, procedures, and methodology employed, and the results achieved ("Notice of Invention"). A report shall also be submitted by EXECUTIVE upon completion of any study or research project undertaken on COMPANY's behalf, whether or not in EXECUTIVE's opinion a given study or project has resulted in an Invention.

e. Patents. At COMPANY's request and expense, EXECUTIVE shall execute such documents and provide such assistance as may be deemed necessary by COMPANY to apply for, defend or enforce any United States and foreign letters patent based on or related to such Inventions.

14. Remedies. Notwithstanding any other provision in this Agreement to the contrary, EXECUTIVE acknowledges and agrees that if EXECUTIVE commits a material breach of the Covenant of Confidentiality (Section 8), Covenant of Non-Disclosure (Section 9), Covenant of Non-Solicitation (Section 10), Covenant of Cooperation (Section 11), Covenant Against Competition (Section 12), or Rights to Inventions (Section 13), COMPANY shall have the right to have the obligations of EXECUTIVE specifically enforced by any court having jurisdiction on the grounds that any such breach will cause irreparable injury to COMPANY and money damages will not provide an adequate remedy. Such equitable remedies shall be in addition to any other remedies at law or equity, all of which remedies shall be cumulative and not exclusive. EXECUTIVE further acknowledges and agrees that the obligations contained in Sections 7 through 13, of this Agreement are fair, do not unreasonably restrict EXECUTIVE's future employment and business opportunities, and are commensurate with the compensation arrangements set out in this Agreement.

15. Survivability. Sections 7 through 14, of this Agreement shall survive termination of the employment relationship and this Agreement.

16. General Provisions.

a. Arbitration. Any controversy involving the construction, application, enforceability or breach of any of the terms, provisions, or conditions of this Agreement, including without limitation, claims for breach of contract, violation of public policy, breach of implied covenant, intentional infliction of emotional distress or any other alleged claims which are not settled by mutual agreement of the parties, shall be submitted to final and binding arbitration in accordance with the rules of the American Arbitration Association in Los Angeles County, California. The cost of arbitration shall be borne by the losing party. In consideration of each party's agreement to submit to arbitration any and all disputes that arise under this Agreement, each party agrees that the arbitration provisions of this Agreement shall constitute his/its exclusive remedy and each party expressly waives the right to pursue redress of any kind in any other forum. The parties further agree that the arbitrator acting hereunder shall not be empowered to add to, subtract from, delete or in any other way modify the terms of this Agreement. Notwithstanding the foregoing, any party shall have the limited right to seek equitable relief in the form of a temporary restraining order or preliminary injunction in a court of competent jurisdiction to protect itself from actual or threatened irreparable injury resulting from an alleged breach of this Agreement pending a final decision in arbitration.

b. Authorization. COMPANY and EXECUTIVE each represent and warrant to the other that he/it has the authority, power and right to deliver, execute and fully perform the terms of this Agreement.

c. Entire Agreement. EXECUTIVE understands and acknowledges that this document constitutes the entire agreement between EXECUTIVE and COMPANY with regard to EXECUTIVE's employment by COMPANY and EXECUTIVE's post-employment activities concerning COMPANY. This Agreement supersedes any and all other written and oral agreements between the parties with respect to the subject matter hereof. Any and all prior agreements, promises, negotiations, or representations, either written or oral, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force and effect. This Agreement may be altered, amended, or modified only in writing signed by all of the parties hereto. Any oral representations or modifications concerning this instrument shall be of no force and effect.

d. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, void, or unenforceable, the remainder of such provisions and all of the remaining provisions hereof shall remain in full force and effect to the fullest extent permitted by law and shall in no way be affected, impaired, or invalidated as a result of such decision.

e. Governing Law. Except to the extent that federal law may preempt California law, this Agreement and the rights and obligations hereunder shall be governed, construed and enforced in accordance with the laws of the State of California.

f. Taxes. All compensation payable hereunder is gross and shall be subject to such withholding taxes and other taxes as may be provided by law. EXECUTIVE shall be responsible for the payment of all taxes attributable to the compensation provided by this Agreement except for those taxes required by law to be paid or withheld by COMPANY.

g. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of COMPANY. EXECUTIVE may not sell, transfer, assign, or pledge any of his rights or interests pursuant to this Agreement.

h. Waiver. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions or prevent that party thereafter from enforcing such provision or provisions and each and every other provision of this Agreement.

i. Captions. Titles and headings to sections in this Agreement are for the purpose of reference only and shall in no way limit, define, or otherwise affect any provisions contained therein.

j. Breach - Right to Cure. A party shall be deemed in breach of this Agreement only upon the failure to perform any obligation under this Agreement after receipt of written notice of breach and failure to cure such breach within ten (10) days thereafter; provided, however, such notice shall not be required where a breach or threatened breach would cause irreparable harm to the other party and such other party may immediately seek equitable relief in a court of competent jurisdiction to enjoin such breach.

17. Acknowledgement. EXECUTIVE acknowledges that he has been given a reasonable period of time to study this Agreement before signing it. EXECUTIVE certifies that he has fully read, has received an explanation of, and completely understands the terms, nature, and effect of this Agreement. EXECUTIVE further acknowledges that he is executing this Agreement freely, knowingly, and voluntarily and that EXECUTIVE's execution of this Agreement is not the result of any fraud, duress, mistake, or undue influence whatsoever. In executing this Agreement, EXECUTIVE does not rely on any inducements, promises, or representations by COMPANY other than the terms and conditions of this Agreement.

18. Effective Only Upon Execution by Authorized Officer of COMPANY. This Agreement shall have no force or effect and shall be unenforceable in its entirety until it is executed by a duly authorized officer of COMPANY and such executed Agreement is delivered to EXECUTIVE.

IN WITNESS WHEREOF, the parties hereto have read, understood, and voluntarily executed this Agreement as of the day and year first above written.

EXECUTIVE	**COMPANY**
/s/ *Clayton Haynes*	By: /s/ *Matt Edelman*
Clayton Haynes	Matt Edelman CEO & President

Exhibit 99.1

Super League Appoints Marti Frucci, Investment Banking Veteran, to Board of Directors

~ Appointment Enhances Capital Markets Expertise to Support Growth Following Balance Sheet Strengthening ~

Santa Monica, CA – January 6, 2026 – Super League (Nasdaq: SLE) (the "Company"), a leader in playable media trusted by global brands to reach and activate gaming audiences through playable ads and gamified content, announced today the appointment of Marti Frucci to its Board of Directors, effective January 1, 2026. Additionally, Chief Executive Officer Matt Edelman will assume the role of Chairman of the Board, effective January 1, 2026.

Ms. Frucci, Founder and Managing Partner of Momentum Ventures Advisory, is a highly experienced investment banking professional, having completed more than $20 billion in transactions over three decades across a broad range of Telecom, Media, and Technology ("TMT") sectors. Her distinguished career includes senior roles at bulge bracket banks Lazard Frères, Donaldson Lufkin & Jenrette, and Bankers Trust, where she worked on a plethora of mergers and acquisitions, high yield offerings, IPOs, private placements, restructurings and share repurchases for large public and private corporations. Ms. Frucci established Momentum Ventures Advisory to provide tailored investment banking solutions to both large and small, public and private media, digital media and technology companies whose needs extend beyond traditional advisory models.

Ms. Frucci served in the Presidential Advance Office of The White House for President Reagan and ran the Award Ceremonies department for the 1984 L.A. Olympics, adding a layer of richness and unique perspective to her client work. Ms. Frucci holds both a Bachelor of Science and an MBA from Columbia University.

"Marti brings unparalleled expertise to Super League at exactly the right time given our renewed momentum and growth plans. Her network of relationships is exceptional, outmatched only by her deep knowledge of transaction structures and fundraising strategies across the global media and technology landscape. Her strategic insight will be instrumental as we advance our next phase of growth," said Matt Edelman, Super League Chief Executive Officer. "The updates shared today mark a re-alignment of our Board and governance structure. I look forward to the added responsibility of serving as Chairman, which I will approach with the same dedication and tenacity I bring to the CEO role."

"I am honored to be joining Super League's Board at a pivotal time in the Company's evolution," commented Ms. Frucci. "Strategizing with clients has been one of the most rewarding aspects of my career, and I'm excited to bring that passion and experience to Super League, working alongside management and the Board to shape and support the company's ambitious vision. Having known Matt since my first investment banking role, and having spent time with the broader leadership team over the years, I have the utmost confidence in their ability to scale a growth platform at the intersection of media, technology and gaming, while thoughtfully exploring transformative opportunities in the digital asset space."

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995.

Forward Looking Statements can be identified by words such as “anticipate,” “intend,” "plan," "goal," "seek," "believe," "project," "estimate," "expect," "strategy," "future," "likely," "may," "should," "will" and similar references to future periods. Forward-looking statements include all statements other than statements of historical fact, including, without limitation, all statements regarding the private placement, including expected proceeds, Super League’s ability to maintain compliance with the Listing Rules of the Nasdaq Capital Market, statements regarding expected operating results and financial performance (including the Company’s commitment to and ability to achieve Adjusted EBITDA-positive results in Q4), strategic transactions and partnerships, and capital structure, liquidity, and financing activities. These statements are based on current expectations, estimates, forecasts, and projections about the industry and markets in which the Company operates, management’s current beliefs, and certain assumptions made by the Company, all of which are subject to change.

Forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties, and other factors that are difficult to predict and that could cause actual results to differ materially from those expressed or implied by such forward-looking statements. Important factors include, but are not limited to: the Company’s ability to adequately utilize the funds received recent financings; the Company’s ability to execute on cost reduction initiatives and strategic transactions; customer demand and adoption trends; the timing, outcome, and enforceability of any patent applications; the ability to successfully integrate new technologies and partnerships; platform, regulatory, macroeconomic and market conditions; the Company’s ability to maintain compliance with Nasdaq Capital Market continued listing standards; access to, and the cost of, capital; and the other risks and uncertainties described in the section entitled “Risk Factors” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2024, the Company’s Quarterly Report on Form 10-Q for the quarters ended March 31, 2025, June 30, 2025, and September 30, 2025, and other filings with the Securities and Exchange Commission. You are cautioned not to place undue reliance on any forward-looking statements, which speak only as of the date hereof. Except as required by law, the Company undertakes no obligation to update or revise any forward-looking statements to reflect events or circumstances after the date of this release or to reflect the occurrence of unanticipated events.

About Super League

Super League (Nasdaq: SLE) is redefining how brands connect with consumers through the power of playable media. The company creates moments that matter by placing brands directly in the path of play through playable ads and gamified content across mobile, web, CTV, social and the world’s largest immersive gaming platforms. Powered by proprietary technologies, an award-winning development studio and a vast network of native creators, Super League enables brands to stand out culturally, inspire loyalty and drive measurable impact in today’s attention-driven economy. For more information, visit superleague.com.

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Exhibit 99.2

Super League Acquires Stake in Top 100 Roblox Game: *Hide or Die!*

Execution of Ownership Strategy to Drive High Margin Growth and Expand Brand Partnership Revenues

Santa Monica, CA – January 6, 2026 – Super League (Nasdaq: SLE) (the "Company"), a leader in playable media trusted by global brands to reach and activate gaming audiences through playable ads and gamified content, announced today it has acquired an interest in Hide or Die!, a Top 100 Roblox game (source: Rotrends) that has been visited more than 570 million times in 16 months. The investment reflects a transition from strategy to execution as the Company begins securing ownership positions in cash-generating assets within the gaming content and media economy, establishing a foundation for future digital-asset-based initiatives aligned with owned revenue streams. The transaction accelerates Super League's path to profitability while enabling its brand partners to access a significant, highly-engaged audience on the world's largest immersive gaming and creation platform.

"This is a big moment for Super League. We've been clear about expanding our model through ownership positions in proven, revenue-generating properties, and Hide or Die! is exactly the type of asset we want to back. We're grateful to Cole and Alex for believing we're the right partners to help grow their business while also fueling our own," said Matt Edelman, Chief Executive Officer of Super League. "Importantly, building a portfolio of equity ownership interests in cash-generating assets gives us long-term flexibility in how value is structured and shared as our digital asset strategy evolves."

"Gaming sits at the center of media, culture, and the creator economy. More than 80% of people under 45—roughly 157 million people in the U.S. alone—play video games, yet the influence of play on consumer behavior remains underestimated by marketers. Super League is one of the few public companies purpose-built to monetize this gap through scalable media solutions, branded content activations, and now ownership in profitable assets. Together, these capabilities position the Company to drive meaningful revenue growth and deliver durable shareholder returns."

Hide or Die! has been a popular multiplayer game on Roblox (NYSE: RBLX) since its launch in 2024, ranking among the platform's Top 100 games by concurrent players and recently seeing nearly 3 million daily active users. It features a prop hunt hide and seek game, where a group of players are inserted into a map full of objects. One of the players is the seeker while the others are tasked with hiding and have the ability to transform themselves into any of the objects around the map, allowing them to blend in with their surroundings to elude the seeker.

"Super League was one of the first teams to really get what creators are building on Roblox," said Cole Tucker, co-creator of Hide or Die! "They understand how games like Hide or Die! grow, how players engage, and how brands can show up without breaking the experience. We're excited to work together and take our revenue to the next level."

Roblox's cultural significance continues to impress, with 151.5 million average daily active users as of September 30, 2025, according to the company's third quarter 2025 financial results, and 88.7 billion hours engaged in the first three quarters of 2025, according to the 2025 Roblox Replay. In the recently published Roblox Replay, the company also shared that its Gen Z users conduct more than 50 million searches and update their avatars an average of 274 million times daily, with branded virtual apparel serving as a preview that guides real-world purchases.

The Hide or Die! creators participate in the Roblox Developer Exchange Program, through which creators have earned over $1 billion globally in the 12 months leading up to Q1 2025.

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995.

Forward Looking Statements can be identified by words such as “anticipate,” “intend,” "plan," "goal," "seek," "believe," "project," "estimate," "expect," "strategy," "future," "likely," "may," "should," "will" and similar references to future periods. Forward-looking statements include all statements other than statements of historical fact, including, without limitation, all statements regarding the private placement, including expected proceeds, Super League’s ability to maintain compliance with the Listing Rules of the Nasdaq Capital Market, statements regarding expected operating results and financial performance (including the Company’s commitment to and ability to achieve Adjusted EBITDA-positive results in Q4), strategic transactions and partnerships, and capital structure, liquidity, and financing activities. These statements are based on current expectations, estimates, forecasts, and projections about the industry and markets in which the Company operates, management’s current beliefs, and certain assumptions made by the Company, all of which are subject to change.

Forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties, and other factors that are difficult to predict and that could cause actual results to differ materially from those expressed or implied by such forward-looking statements. Important factors include, but are not limited to: the Company’s ability to adequately utilize the funds received recent financings; the Company’s ability to execute on cost reduction initiatives and strategic transactions; customer demand and adoption trends; the timing, outcome, and enforceability of any patent applications; the ability to successfully integrate new technologies and partnerships; platform, regulatory, macroeconomic and market conditions; the Company’s ability to maintain compliance with Nasdaq Capital Market continued listing standards; access to, and the cost of, capital; and the other risks and uncertainties described in the section entitled “Risk Factors” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2024, the Company’s Quarterly Report on Form 10-Q for the quarters ended March 31, 2025, June 30, 2025, and September 30, 2025, and other filings with the Securities and Exchange Commission. You are cautioned not to place undue reliance on any forward-looking statements, which speak only as of the date hereof. Except as required by law, the Company undertakes no obligation to update or revise any forward-looking statements to reflect events or circumstances after the date of this release or to reflect the occurrence of unanticipated events.

About Super League

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Super League Acquires Let’s Bounce, Inc. to Accelerate Full Funnel Marketing within Gaming and UGC Channels

Marketing Tech Platform Expands Capabilities Across Turnkey In-Game Activations, Loyalty Mechanics and Campaign Measurement

Santa Monica, CA – January 7, 2026 – Super League (Nasdaq: SLE) (the “Company”), a leader in playable media trusted by global brands to reach and activate gaming audiences through playable ads and gamified content, announced today the acquisition of Let’s Bounce, Inc. (“Bounce”), a marketing technology company focused on enabling scalable, measurable brand engagement inside gaming and UGC environments. Bounce, with an existing pipeline of opportunities, is expected to have an immediate positive impact on Super League’s path to profitability and ability to deliver enduring shareholder value, enabling more efficient in-game marketing programs, the addition of turnkey loyalty solutions to drive advertiser outcomes, and a roadmap to more automated campaign measurement.

Gaming and UGC content dominates the attention economy for members of Gen Z and Gen Alpha, with 94% and 96% playing video games, respectively. Marketers continue to recognize the depth of engagement within these platforms, but continue to seek more reliable attribution models to justify significant shifts in spend away from traditional digital advertising. Bounce’s platform specifically addresses this gap with products that expand Super League’s ability to deliver repeatable, measurable, turnkey solutions that meet higher standards of performance.

“The sustained growth in how under-40 audiences consume games and gamified content is reshaping the media landscape in a way that directly aligns with Super League’s strategy,” said Matt Edelman, Chief Executive Officer of Super League. “By integrating Bounce into our expanding suite of immersive, mobile, and CTV playable solutions, we are strengthening our ability to deliver scalable, full-funnel campaigns with performance and measurement that meet the expectations of the world’s most demanding marketers.”

Founded in 2023, Bounce has focused on bringing automation, insight, and measurement into gaming — applying principles long established in web, social, and commerce marketing to interactive environments. Over the past two years, the company has worked closely with brands, agencies, and studios in support primarily of marketing programs on Roblox (NYSE: RBLX), the world’s largest immersive gaming and creation platform with more than 151.5 million average daily active users as of September 30, 2025, according to the company’s third quarter 2025 financial results, and 88.7 billion hours engaged in the first three quarters of 2025, according to the 2025 Roblox Replay. Through that work, Bounce has had the opportunity to design a comprehensive infrastructure that is extensible to mobile games and other UGC environments. Integration into Super League’s developer and brand-facing products is expected to increase campaign scale, expand wallet share with existing brand partners, and unlock repeatable revenue opportunities.

Matt Edelman commented, “Marketers are being squeezed from all sides - rising costs on mega-platforms, board-level pressure for AI-driven efficiency, and widespread ad-blocking and ad-skipping. At the same time, consumers are sending a clear signal through their time and attention: they choose games! With Bounce now part of Super League, we are even better positioned to convert that signal into measurable business impact, by delivering advertising experiences rooted in play that make brand dollars work harder, and can bring more value to our shareholders.”

Loyalty and conversion mechanics are increasingly central to how brands measure ROI in gaming: campaigns that attach real-world value to in-game participation have delivered 20% higher product sales, while incentive-driven acquisition programs have seen 30% lower CPA on outcomes like signups and installs. Industry research shows that loyalty mechanics materially improve advertising performance, with loyalty participants driving 12–18% higher annual spend than non-members. Bringing these mechanics natively into playable media across gaming and UGC environments gives Super League a powerful lever to translate attention into attributable results—capturing customers, driving redemption, and compounding value through retention.

“Gaming has moved beyond experimentation,” said Barak Chamo, Co-Founder of Bounce. “Brands today are asking for clarity, repeatability, and performance. Joining Super League allows us to bring what we’ve built over the past two years into a platform with the scale, operational depth, and market leadership required to deliver on those expectations.”

Bounce Co-Founders, Barak Chamo and Jasper Degens, will join Super League as Directors of Product and Engineering, respectively.

Barak Chamo is a product leader and an entrepreneur focused on interactive technology and consumer engagement. He previously co-founded Strata and has worked across the US and Asia, building products at the intersection of gaming, retail, and analytics. Barak holds a Master’s degree from NYU’s Interactive Telecommunications Program (ITP).

Jasper Degens is a technology leader with over a decade of experience building and leading teams globally. He co-founded Strata, innovating at the intersection of marketing and playable technologies, and led the development of large-scale interactive installations for the acclaimed art collective teamLab. He continues exploring how emerging technologies create meaningful connections between audiences, brands, and interactive spaces.

Messrs. Chamo and Degens will each be issued an inducement grant, pursuant to NASDAQ Rule 5635(c)(4), in the amount of 331,609 shares of common stock and in conjunction with their employment by Super League. The inducement grant is subject to satisfaction of certain vesting conditions.

Forward-Looking Statements
This press release contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995.

Forward Looking Statements can be identified by words such as “anticipate,” “intend,” "plan," "goal," "seek," "believe," "project," "estimate," "expect," "strategy," "future," "likely," "may," "should," "will" and similar references to future periods. Forward-looking statements include all statements other than statements of historical fact, including, without limitation, all statements regarding the private placement, including expected proceeds, Super League’s ability to maintain compliance with the Listing Rules of the Nasdaq Capital Market, statements regarding expected operating results and financial performance (including the Company’s commitment to and ability to achieve Adjusted EBITDA-positive results in Q4), strategic transactions and partnerships, and capital structure, liquidity, and financing activities. These statements are based on current expectations, estimates, forecasts, and projections about the industry and markets in which the Company operates, management’s current beliefs, and certain assumptions made by the Company, all of which are subject to change.

Forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties, and other factors that are difficult to predict and that could cause actual results to differ materially from those expressed or implied by such forward-looking statements. Important factors include, but are not limited to: the Company’s ability to adequately utilize the funds received recent financings; the Company’s ability to execute on cost reduction initiatives and strategic transactions; customer demand and adoption trends; the timing, outcome, and enforceability of any patent applications; the ability to successfully integrate new technologies and partnerships; platform, regulatory, macroeconomic and market conditions; the Company’s ability to maintain compliance with Nasdaq Capital Market continued listing standards; access to, and the cost of, capital; and the other risks and uncertainties described in the section entitled “Risk Factors” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2024, the Company’s Quarterly Report on Form 10-Q for the quarters ended March 31, 2025, June 30, 2025, and September 30, 2025, and other filings with the Securities and Exchange Commission. You are cautioned not to place undue reliance on any forward-looking statements, which speak only as of the date hereof. Except as required by law, the Company undertakes no obligation to update or revise any forward-looking statements to reflect events or circumstances after the date of this release or to reflect the occurrence of unanticipated events.

About Super League

Super League (Nasdaq: SLE) is redefining how brands connect with consumers through the power of playable media. The company creates moments that matter by placing brands directly in the path of play through playable ads and gamified content across mobile, web, CTV, social, and the world's largest immersive gaming platforms. Powered by proprietary technologies, an award-winning development studio, and a vast network of native creators, Super League enables brands to stand out culturally, inspire loyalty, and drive measurable impact in today's attention-driven economy. For more information, visit superleague.com.

About Bounce

Bounce is a marketing technology company focused on enabling scalable, measurable brand engagement inside gaming and UGC environments through turn-key integrations, loyalty mechanics, and analytics. https://www.letsbounce.gg/

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