

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): May 14, 2019

Super League Gaming, Inc.

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of incorporation)

001-38819
(Commission File Number)

47-1990734
(IRS Employer Identification Number)

2906 Colorado Avenue
Santa Monica, California 90404
(Address of principal executive offices)

(802) 294-2754
(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))

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.

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.001 per share	SLGG	Nasdaq Capital Market

Item 5.02 Election of Directors.

On May 14, 2019, Mark Jung, was appointed to serve on the Board of Directors (the "Board") of Super League Gaming, Inc. (the "Company"). Mr. Jung was deemed to be an "independent director," as such term is defined in Rule 5605 of the listing rules of the Nasdaq Stock Market. A copy of the press release announcing Mr. Jung's appointment is attached to this Current Report on Form 8-K as Exhibit 99.1.

Mark Jung, age 57, currently serves as an independent consultant to multiple media and technology companies. Previously, Mr. Jung served on the board of directors of Accela, a leading provider of cloud-based productivity and civic engagement solutions for government, from March 2016 to April 2019. During his tenure on the board of Accel, Mr. Jung also held executive management positions for Accela, including as Chairman and interim Chief Executive Officer from August 2016 to March 2017 and from April 2018 to October 2018, as well as serving as Executive Chairman from March 2017 to April 2018. Prior to Accela, Mr. Jung served as Executive Chairman of OL2, a leading cloud solutions provider for gaming and graphics-rich applications, from May 2013 to March 2015. Currently, Mr. Jung serves as a member of the board of directors of DataXu, a software developer for online marketing; InMar, a provider of intelligent commerce network solutions; Samba Safety, a provider of driver risk management solutions; and ReadyUp, a provider of an esports platform for player networking and team management. Mr. Jung graduated with a BS in engineering from Princeton University and received his MBA from Stanford University Graduate School of Business.

In connection with Mr. Jung's appointment, the Company and Mr. Jung entered into a consulting agreement, a copy of which is attached hereto as Exhibit 10.1 (the "Consulting Agreement"), pursuant to which Mr. Jung will provide the Company with strategic advice and planning services for which Mr. Jung will receive a cash payment of \$7,500 per month from the Company. The Consulting Agreement has an initial term that runs until December 31, 2019, but may be extended upon mutual agreement of Mr. Jung and the Company.

Except as disclosed in this Current Report on Form 8-K, there are no arrangements or understandings between Mr. Jung and any other person pursuant to which he was selected as a director, and Mr. Jung is not a participant in any related party transaction required to be reported pursuant to Item 404(a) of Regulation S-K.

The foregoing description of the Consulting Agreement is not complete and is qualified in its entirety by reference to the full text of the Consulting Agreement, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated into this Item 5.02 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Consulting Agreement, by and between Super League Gaming, Inc. and Mark Jung, dated May 1, 2019.
99.1	Press Release issued by Super League Gaming, Inc., dated May 14, 2019.

Disclaimer.

This Current Report on Form 8-K may contain, among other things, certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, without limitation, (i) statements with respect to the Company's plans, objectives, expectations and intentions; and (ii) other statements identified by words such as "may", "could", "would", "should", "believes", "expects", "anticipates", "estimates", "intends", "plans" or similar expressions. These statements are based upon the current beliefs and expectations of the Company's management and are subject to significant risks and uncertainties.

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 Gaming, Inc.

Date: May 20, 2019

By: /s/ Ann Hand
Ann Hand
Chief Executive Officer

EXHIBIT INDEX

Exhibit No.	Description
10.1	Consulting Agreement, by and between Super League Gaming, Inc. and Mark Jung, dated May 1, 2019.
99.1	Press Release issued by Super League Gaming, Inc., dated May 14, 2019.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "**Agreement**") is made and entered into effective as of May 1, 2019 (the "**Effective Date**") between Super League Gaming, Inc., a Delaware corporation with a principal place of business located at 2906 Colorado Ave., Santa Monica, CA 90404 (the "**Company**"), and Mark Jung (the "**Consultant**") (**Company** and **Consultant** are collectively referred to herein as the "**Parties**") who agree as follows.

- A. The Company desires to retain the services of the Consultant as a consultant to the Company from the Effective Date.
- B. The Consultant is willing to be retained by the Company on the terms and subject to the conditions set forth in this Agreement.

1. **Services.** The Consultant shall perform the services set forth in the Statement of Work attached hereto as **Exhibit A** (the "**Services**"). The Consultant shall render the Services.

2. Terms of Engagement.

2.1 **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) "**Accrued Expenses**" shall mean any appropriate business expenses incurred by the Consultant in connection with the Services provided hereunder, which have been approved by the Company in writing, all to the extent unpaid or unreimbursed on the date of termination.

(b) "**Confidential Information**" shall mean all information related to any aspect of the Company's business which is either information not known by actual or potential competitors of the Company or is proprietary information of the Company, whether of a technical nature or otherwise. Confidential Information is to be broadly defined and includes, but is not limited to, trade secrets, copyrights, ideas, techniques, know-how, inventions (whether patentable or not), and/or any other information of any type relating to firmware, computer programs, computer code, software source documents, software design and architecture, computer hardware, circuits, silicon chip technology, testing procedures, product requirements and specifications, devices, designs, configurations, documentation, recorded data, schematics, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, intellectual property, including patents and patent applications, business plans, past or future financing, marketing, forecasts, pricing, customers, the salaries, duties, qualifications, performance levels, and terms of compensation of other employees, and/or cost or other financial data concerning any of the foregoing or the Company and its operations generally.

(c) "**Inventions**" shall mean any and all products, inventions, innovations, ideas, discoveries, designs, schematics, mask works, data, formulas, software, databases, algorithms, programs, trade secrets, works of authorship, assays, developmental or experimental work, methods, processes, techniques, improvements, and related know-how and which are made by Consultant, alone or in combination with others, either on behalf of the Company under this Agreement, or with the use of or as a result of access to Confidential Information or property, including but not limited to any derivative work which constitutes an improvement or modification to any tangible form of Confidential Information, such as any design, drawing, or product that embodies Confidential Information, and whether or not patentable, copyrightable, or qualified for other intellectual property protection.

2.2 **Independent Contractor.** The Consultant is an independent contractor and not an employee of the Company. The Consultant has no authority to obligate or bind the Company by contract or otherwise. The Consultant will not be eligible for any employee benefits, and the Company will not make deductions from the Consultant's fees for taxes (except as otherwise required by applicable law or regulation). Any taxes imposed on the Consultant due to activities performed hereunder will be the sole responsibility of the Consultant.

2.3 **Term.** This Agreement shall continue through December 31, 2019 and will be extended upon mutual agreement of the Parties.

2.4 **Termination of Consultant.** Upon termination of the Consultant, the Consultant shall promptly return to the Company, without limitation, all Company information supplied to the Consultant pursuant to this Agreement and the Company shall pay the Consultant Accrued Expenses, if any.

3. **Compensation and Expenses.**

3.1 **Compensation.** In consideration of the Services to be provided, the Consultant shall be compensated as set forth in **Exhibit A** hereto.

3.2 **Expense Reimbursement.** The Company shall reimburse the Consultant for all reasonable, ordinary and necessary out-of-pocket travel and other expenses incurred by the Consultant in conjunction with his services to the Company, which expenses have been approved in advance in writing by the Company. The Company will reimburse such expenses within thirty (30) days after Consultant has provided to the Company, in form and substance reasonably satisfactory to the Company, appropriate documentation evidencing such expenses.

4. **Confidentiality Obligation.**

4.1 The Consultant shall hold all Company Confidential Information in confidence and may not disclose, use, copy, publish, summarize, or remove from the premises of the Company any Confidential Information, except as necessary to carry out the Consultant's assigned responsibilities as a Company Consultant. In the event the Consultant is required to disclose any Confidential Information pursuant to law or government regulation, the Consultant must promptly notify the Company in order to allow the Company the maximum time to obtain protective or confidential treatment of the Confidential Information before it is disclosed.

4.2 Confidential Information subject to Section 5.1 does not include information that: (i) is or later becomes available to the public through no breach of this Agreement by the Consultant; (ii) is obtained by the Consultant from a third party who had the legal right to disclose the information to the Consultant; (iii) is already in the possession of the Consultant on the date this Agreement becomes effective; or (iv) was developed by the Consultant independent of the performance of the Services.

5. **Information of Others.** The Consultant shall safeguard and keep confidential the proprietary information of customers, vendors, consultants, and other parties with which the Company does business to the same extent as if it were Company Confidential Information. The Consultant may not use or disclose to the Company any confidential, trade secret, or other proprietary information or material of any previous employer or other person, and will not bring onto the Company's premises any unpublished document or any other property belonging to any former or current employer without the written consent of that former or current employer.

6. **Company Property.** All papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment, and other materials, including copies and in whatever form, relating to the business of the Company that the Consultant possesses or creates as a result of the Consultant's service to the Company, whether or not confidential, are the sole and exclusive property of the Company. In the event of the termination of the Consultant's service to the Company, the Consultant will promptly deliver all such materials to the Company and will sign and deliver to the Company the "Termination Certificate" attached hereto as **Exhibit B**.

7. **Ownership of Inventions.** Any and all Inventions shall be the property of the Company, and any Inventions which are made by Consultant in performance of the Services under this Agreement, to the maximum extent permitted by law, shall be "works made for hire." The Consultant hereby assigns and agrees to assign to the Company or its designee, without further consideration, the Consultant's entire right, title, and interest in and to all Inventions, including all rights to obtain, register, perfect, and enforce patents, copyrights, mask work rights, and other intellectual property protection for Inventions. The Consultant shall disclose promptly and in writing to an individual designated by the Company or to the Consultant's immediate supervisor all Inventions which the Consultant has made or reduced to practice. During the term of the Consultant's services to the Company hereunder and for five years after, the Consultant shall assist the Company (at its expense) to obtain and enforce patents, copyrights, and other forms of intellectual property protection on Inventions.

8. **Indemnification.** The Company shall defend, indemnify and hold harmless the Consultant from and against all claims, losses, liabilities, damages, expenses and costs (including reasonable attorney's fees and costs of litigation regardless of outcome) which result from any breach or alleged breach by the Company of any provision contained in this Agreement.

9. **Miscellaneous.**

9.1 **Waiver.** The waiver of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or other provision hereof.

9.2 **Notices.** All notices and other communications under this Agreement shall be in writing and shall be given by personal or courier delivery, facsimile or first class mail, certified or registered with return receipt requested, and shall be deemed to have been duly given upon receipt if personally delivered or delivered by courier, on the date of transmission if transmitted by facsimile, or three days after mailing if mailed, to the addresses of the Company and the Consultant contained in the records of the Company at the time of such notice. Any party may Change such party's address for notices by notice duly given pursuant to this Section 9.2.

9.3 **Headings.** The section headings used in this Agreement are intended for convenience of reference and shall not by themselves determine the construction or interpretation of any provision of this Agreement.

9.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9.5 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same Agreement.

9.6 **Enforcement.** If any portion of this Agreement is determined to be invalid or unenforceable, such portion shall be adjusted, rather than voided, to achieve the intent of the parties to the extent possible, and the remainder shall be enforced to the maximum extent possible.

9.7 **Survival.** Sections 4 through 9 shall survive termination or expiration of this Agreement.

9.8 **Modifications.** All modifications to this Agreement must be in writing and signed by each of the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Consulting Agreement as of the date first written above.

SUPER LEAGUE GAMING, INC.

By: /s/ Ann Hand

Ann Hand

President & CEO

MARK JUNG

By: /s/ Mark Jung

EXHIBIT A
STATEMENT OF WORK

1. SCOPE OF WORK

Strategic advice and planning directly with Ann Hand, CEO. Consultant will provide 1.5 days of consulting services per month.

2. COMPENSATION

\$7,500 per month, payable net 30 from invoice date.

3. TERM

The initial term shall run from April 1, 2019 through December 31, 2019. The consulting agreement shall be extended upon mutual agreement of the parties.

EXHIBIT B

TERMINATION CERTIFICATE

This is to certify that Consultant does not have in its possession, nor has Consultant failed to return, any papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment, designs, computer programs, and other materials, including reproductions of any of the aforementioned items, belonging to **Super League Gaming, Inc.**, its subsidiaries, affiliates, successors, or assigns (together, the "*Company*").

The Consultant further certifies that it has complied with all the terms of the Company's Consulting Agreement signed by it, including the reporting of any Inventions (as defined therein) conceived or made by Consultant (solely or jointly with others) covered by that agreement.

Consultant further agrees that, in compliance with the Consulting Agreement, it will hold in confidence and will not disclose, use, copy, publish, or summarize any Confidential Information (as defined in the Consulting Agreement) of the Company or of any of its customers, vendors, consultants, and other parties with which it does business.

Date: _____

Signature

Print Name



SUPER LEAGUE GAMING APPOINTS MEDIA & TECH INDUSTRY VETERAN MARK JUNG TO ITS BOARD OF DIRECTORS

Senior Executive and Founder of IGN Entertainment Brings Nearly 30 Years of Experience in the Digital Entertainment Industry

Santa Monica, Calif. - (May 14, 2019) - Super League Gaming (“Super League,” or the “Company”) (NASDAQ: SLGG), a leading platform unifying communities of amateur esports players and fans across game titles and skill levels, has appointed Mark Jung, one of the most notable gaming and media executives in the industry, to its board of directors, effective May 14, 2019. His appointment expands the board to seven members with five serving independently.

Jung has spent almost three decades serving as a C-suite executive at several prominent companies within the digital entertainment industry, and also has extensive public and private board member experience. He is the founder of IGN Entertainment, which he took public and subsequently sold to News Corp. During his tenure at News Corp, Jung served as COO of the Fox Interactive Media Group, where he oversaw all of its internet properties and related operations worldwide.

Throughout his career, Jung has been integral in pioneering gaming communities and creating a demand for gaming-related content in the market. He has also successfully navigated the transition from private to public, and will share key learnings with Super League, which made its Initial Public Offering in February of this year.

“Mark’s deep experience in the digital entertainment and video game industries will provide Super League with invaluable knowledge that will accelerate our audience development and content monetization strategies,” said Ann Hand, chair of the board, president and CEO of Super League. “Given his impressive background, Mark has the right expertise to help guide Super League’s ever-expanding platform that offers gamers ways to compete, socialize, spectate and celebrate the amateur esports lifestyle.”

Jung commented on his appointment: “As the esports industry continues to experience significant growth and becomes more mainstream, Super League is well positioned to capitalize on this momentum with its unique platform built for people of all ages and skill levels. I look forward to leveraging my experience to provide the insights needed to grow the Company’s footprint.”

Jung holds a Master of Business Administration from the Stanford University Graduate School of Business and a Bachelor of Science in electrical engineering from Princeton University.

About Super League Gaming

[Super League Gaming, Inc.](#) is a leading esports community and content platform for amateur esports players, fans and friends of all ages and skill levels. With a focus on positive and inclusive gameplay, Super League enables players to experience their sport like the pros while also developing sportsmanship, communication and team-building skills. Powered by a proprietary technology platform, Super League operates physical and digital experiences in partnership with publishers of top-tier games. Local movie theatres, PC cafes, restaurant and entertainment venues are transformed into esports arenas where gamers compete, socialize, spectate and celebrate the amateur esports lifestyle. Super League's platform offers unique amateur esports experiences that not only ratchet up the competition for avid gamers, but also attract audiences with elite amateur broadcasts that transform physical venues as well as fuel SuperLeagueTV's Twitch and YouTube channels.

Safe Harbor Statement

This press release contains "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, including but not limited to statements regarding the Company's business and expectations regarding future performance. Words such as "expect," "anticipate," "should," "believe," "target," "project," "goals," "estimate," "potential," "predict," "may," "will," "could," "intend," variations of these terms or the negative of these terms and similar expressions are intended to identify these forward-looking statements. Forward-looking statements are subject to a number of risks and uncertainties, many of which involve factors or circumstances that are beyond the Company's control. The Company's actual results could differ materially from those stated or implied in forward-looking statements due to a number of factors, including but not limited to: uncertainty regarding viability; ability to achieve positive cash flow from operations; market acceptance of the Company's technology and services; the ability to complete software development plans in a timely manner; changes in relationships with third parties; the Company's ability to obtain patents and defend IP against competitors; the impact of competitive products and solutions; the Company's ability to maintain and enhance its brand, as well as other risk factors included in the Company's Registration Statement on Form S-1 and other reports filed with the Securities and Exchange Commission. These forward-looking statements are made as of the date of this press release and were based on current expectations, estimates, forecasts and projections as well as the beliefs and assumptions of management. Except as required by law, the Company undertakes no duty or obligation to update any forward-looking statements contained in this release as a result of new information, future events or changes in its expectations.

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