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OURGAME INTERNATIONAL HOLDINGS LIMITED

聯眾國際控股有限公司*

(a company incorporated under the laws of the Cayman Islands with limited liability)

(Stock Code: 6899)

DISCLOSABLE AND CONNECTED TRANSACTION IN RELATION TO ISSUE OF CONVERTIBLE NOTES

ISSUE OF THE CONVERTIBLE NOTES

On 11 October 2018 (Las Vegas time), the Company and the Subscribers entered into the Purchase Agreement, pursuant to which the Company has agreed to issue and the Subscribers have agreed to subscribe for, the Convertible Notes in the aggregate principal amount of up to US\$10 million (equivalent to approximately HK\$78.3 million). Among the Subscribers, Mr. Weigold, who is a connected person of the Company by virtue of being a director of the Subsidiaries, has agreed to subscribe for a Convertible Note in the principal amount of US\$2 million.

The Convertible Notes carry an annual interest rate of 12% and will mature on the date that is 12 months from the date of the Purchase Agreement. The Convertible Notes are convertible into equity securities of either (i) each of Allied Esports and Noble Link, or (ii) a holding company incorporated to hold the Group's interests in Allied Esports and Noble Link ("AESWPT Holdco"), in each case in the event of a Qualified Financing. Based on the Pre-Qualified Financing Valuation, upon exercise of the Conversion Right attached to the Convertible Notes in full, the Subscribers will receive up to 10% of the outstanding equity securities of (i) each of Allied Esports and Noble Link or (ii) AESWPT Holdco immediately prior to the closing of a Qualified Financing (assuming full conversion or exercise of any convertible and exercisable securities then outstanding other than the Convertible Notes). The Convertible Notes are not convertible into any equity securities of the Company.

No listing of the Convertible Notes will be sought on the Stock Exchange or any other stock exchanges.

USE OF PROCEEDS

The gross proceeds accruing to the Company from the issue of the Convertible Notes will be up to US\$10 million (equivalent to approximately HK\$78.3 million). The net proceeds from the issue of the Convertible Notes are estimated to be approximately HK\$78.3 million. The Company intends to use the net proceeds for the business operations of Allied Esports and its subsidiaries.

LISTING RULES IMPLICATIONS

As one or more applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) exceed 5% but are less than 25%, the issue of the Convertible Notes constitutes a discloseable transaction for the Company and is subject to the announcement and notification requirement under Chapter 14 of the Listing Rules.

As at the date of this announcement, Mr. Weigold is a director of the Subsidiaries and is therefore a connected person of the Company. As one or more of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the subscription of the Convertible Note by Mr. Weigold exceed 0.1% but are less than 5%, the issue of a Convertible Note to Mr. Weigold will be subject to the annual review and announcement requirements but exempt from the independent shareholders' approval requirement as set out in Chapter 14A of the Listing Rules.

On 11 October 2018 (Las Vegas time), the Company and the Subscribers entered into the Purchase Agreement, pursuant to which the Company has agreed to issue and the Subscribers have agreed to subscribe for, the Convertible Notes in the aggregate principal amount of up to US\$10 million (equivalent to approximately HK\$78.3 million). Details of the Purchase Agreement and the terms of the Convertible Notes are described below.

THE PURCHASE AGREEMENT

Date

11 October 2018 (Las Vegas time)

Issuer: the Company

Subscribers: (i) Knighted Pastures
(ii) Mr. Weigold
(iii) Mr. Norbert Teufelberger
(iv) the Trust; and
(v) Mr. Steven Lipscomb

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, save for Mr. Weigold, the Subscribers and their ultimate beneficial owner(s) are Independent Third Parties as of the date of this announcement.

Subscription

The Subscribers shall subscribe for, and the Company shall issue, the Convertible Notes in the aggregate principal amount of up to US\$10 million (equivalent to approximately HK\$78.3 million) and the said amount shall be satisfied in cash. The maximum principal amount of the Convertible Notes to be subscribed by Knighted Pastures, Mr. Weigold, Mr. Norbert Teufelberger, the Trust and Mr. Steven Lipscomb is US\$5 million, US\$2 million, US\$1.5 million, US\$1 million and US\$0.5 million, respectively.

Connected subscription

Mr. Weigold shall subscribe for, and the Company shall issue, a Convertible Note in the principal amount of US\$2 million (the “**Connected Subscription**”). Mr. Weigold is a connected person of the Company by virtue of being a director of the Subsidiaries. Since the subscription of the Convertible Note by Mr. Weigold is more than 0.1% but less than 5% under the size tests, it constitutes a connected transaction that is subject to the annual review and announcement requirements but exempt from the independent shareholders' approval requirement.

The Directors (including the independent non-executive Directors) consider that the terms and conditions of the Connected Subscription, which were entered into after arm's length negotiations between the Company (on the one hand) and Mr. Weigold (on the other hand), are on normal commercial terms that are fair and reasonable and are in the interests of the Group and the Shareholders as a whole.

Conditions precedent and completion

There are no conditions precedent to the completion of the Subscription. The completion of the Subscriptions is expected to take place on the same day as the date of the Purchase Agreement.

PRINCIPAL TERMS OF THE CONVERTIBLE NOTES

The principal terms of the Convertible Notes were arrived at after arm's length negotiations between the Company and the Subscribers and are summarised as follows:

Principal Amount:	Up to US\$10 million (equivalent to approximately HK\$78.3 million)
Issue Price:	100% of the principal amount of the Convertible Notes

Payment Terms: The principal amount shall be payable by the Subscribers in two separate payments. 50% of the principal amount is due and payable on the Issue Date (the “**First Payment**”). 50% of the principal amount is due and payable on or before 1 November 2018 (the “**Second Payment**”). If the Second Payment is not received by 1 November 2018, the Subscribers will have a remedy period until 1 December 2018 (the “**Final Payment Date**”) to make such Second Payment. If Subscribers have not made the Second Payment on or before the Final Payment Date, the principal amount of the Convertible Notes will be adjusted automatically to reflect the amount of the First Payment.

Interest Rate: Interest on the principal amount of the Convertible Notes shall accrue from the Issue Date until payment in full at an annual rate equal to 12% (the “**Interest Rate**”). Upon an event of default as set out below, the Interest Rate shall increase to an annual rate of 15%. Notwithstanding the foregoing, if the Subscribers do not make the Second Payment by the Final Payment Date, then the Interest Rate will automatically adjust to 6%, which rate will apply retroactively back to the Issue Date.

No payments of interest shall be due until the first to occur of (i) the Maturity Date (as defined below), or (ii) on or immediately prior to the closing date of a Qualified Financing (the “**Financing Closing Date**”). Interest will be payable only in cash or cash equivalents. Notwithstanding the foregoing, no interest shall be payable to a Subscriber if the Subscriber elects to convert the Convertible Note for Conversion Equity Securities.

Prepayment and Maturity Date: The Company shall have the right to prepay the Convertible Notes in full at any time prior to the first anniversary of the Issue Date without the imposition of any prepayment fee or penalty by providing advance written notice of such intent to prepay at least 20 days in advance of the date of such prepayment.

Prior to the date of such prepayment, the Subscribers may convert the Convertible Notes for Conversion Equity Securities. If the Company prepays the Convertible Notes (including any accrued interest) in full, the “Maturity Date” will be the date of such prepayment; otherwise, the “Maturity Date” will be the first anniversary of the Issue Date (the “**Maturity Date**”).

Unless the Subscribers convert the Convertible Notes for Conversion Equity Securities, the principal amount of the Convertible Notes, together with interest thereon for the full one year (notwithstanding that the Convertible Notes may have been outstanding for less than one year), shall be due and payable in full on the first to occur of the Maturity Date or the Financing Closing Date.

Conversion Right:	The Subscribers shall have one-time option to convert the Convertible Notes in whole into Conversion Equity Securities in the event of a Qualified Financing and this option must be exercised prior to the closing of the Qualified Financing (the “ Conversion Right ”).
Transfer:	The Convertible Notes cannot be transferred or amended or assigned without the express written consent of the Company and the applicable Subscriber.
Status of the Convertible Notes:	The Convertible Notes constitute direct, unsubordinated (other than in connection with certain assets of Allied Esports located in its Las Vegas location, with respect to which Ramparts, LLC has a priority security interest), unconditional and secured obligations of the Company and shall rank equally among themselves and ahead of all other present and future direct, unsubordinated, unconditional, secured and unsecured obligations of the Company, except for obligations accorded preference by mandatory provisions of applicable law.
Conversion to Equity Securities:	<p>Based on the Pre-Qualified Financing Valuation, upon exercise of the Conversion Right attached to the Convertible Notes in full, the Subscribers will receive up to 10% of the outstanding equity securities of either (i) Allied Esports and Noble Link or (ii) AESWPT Holdco immediately prior to the closing of a Qualified Financing (assuming full conversion or exercise of any convertible and exercisable securities then outstanding other than the Convertible Notes).</p> <p>The Company has also agreed that in the event that a Qualified Financing involving either the merger of (i) Allied Esports and Noble Link or (ii) AESWPT Holdco is consummated, the Subscribers shall be entitled to their pro rata share (namely, up to 10%) of any equity securities issued to the Company in connection therewith.</p>

In the event that a Convertible Note is duly converted and a Qualified Financing is not consummated by the first anniversary of the Issue Date or is otherwise terminated or withdrawn, then the Subscriber's rights under the Convertible Note (including all payments under the Convertible Note, such as payment of the principal amount and accrued interest at the maturity of the Convertible Note) shall be reinstated as if such conversion did not take place.

The Convertible Notes are not convertible into any equity securities of the Company.

Security/Share Pledge: On 11 October 2018 (Las Vegas time), the Company, Allied Esports and Allied Esports Nevada entered into a security agreement (the “**Security Agreement**”) with the Subscribers, pursuant to which Allied Esports and Allied Esports Nevada agreed to grant to the Subscribers a security interest in certain of their assets to secure the Company's timely payment and performance of all obligations of the Company set out in the Convertible Notes, the Security Agreement and the Share Pledge Agreement (as defined below), upon the terms and conditions set out forth therein.

On 11 October 2018 (Las Vegas time), the Company and Noble Link also entered into a share pledge security agreement (the “**Share Pledge Agreement**”) with the Subscribers, pursuant to which the Company agreed to grant to the Subscribers a security interest in all of the outstanding shares of the capital stock of Noble Link and all of the outstanding shares of the capital stock of all of the Noble Link Subsidiaries to secure the Company's timely payment and performance of all obligations of the Company set out in the Convertible Notes, the Share Pledge Agreement and the Security Agreement, upon the terms and conditions set out forth therein.

Voting: The Subscribers will not be entitled to receive notices of, attend or vote at any meetings of the Company by reason only of being the holder of Convertible Notes.

Events of Default:

If any of the following events (“**Events of Default**”) occurs, full principal amount of the Convertible Note, together with interest thereon for one full year (notwithstanding that the Convertible Note may have been outstanding for less than one year), shall become immediately due and payable upon written notice of such election by Subscriber:

- (i) any failure by the Company to make any payment of principal amount or interest due under the Convertible Note within five (5) business days after the date on which the Company shall have been provided with notice of such payment failure;
- (ii) any breach by Company of any covenant, agreement, representation or warranty contained in the Convertible Note, the Purchase Agreement, the Security Agreement or the Share Pledge Agreement that is not cured within 30 days after the date on which the Company shall have been provided with notice of such breach;
- (iii) any failure of the Company or any of its affiliates at any time to perform any of the warranties, covenants or provisions contained or referred to in the Convertible Note, the Purchase Agreement, the Security Agreement or the Share Pledge Agreement (the “**Cross Default**”), provided, however, to the extent such Cross Default is capable of being cured, such Cross Default is not cured within 30 days after written notice of such Cross Default is delivered to the Company by the Subscriber;
- (iv) any commencement by the Company of a case under any applicable bankruptcy or insolvency laws as now or hereafter in effect or any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Company; or any commencement against the Company of any bankruptcy, insolvency or other proceeding which remains undismissed for a period of 90 days; or the adjudication of the Company as insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or the appointment of any custodian or the like for the Company or any substantial part of its property which continues undischarged or unstayed for a period of 90 days; or any general assignment by the Company for the benefit of its creditors; or any failure to pay or statement in writing by the Company indicating an inability to pay the Company’s debts generally as they become due.

Upon the occurrence of any Event of Default, the Subscribers must first seek direct remedies from the Company; thereafter, they must exhaust all remedies under the Security Agreement, before they can finally turn to the Share Pledge Agreement to seek any such remedy.

Listing: No application will be made for the listing of, or permission to deal in, the Convertible Notes on the Stock Exchange or any other stock exchange.

LISTING RULES IMPLICATIONS

As one or more applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) exceed 5% but are less than 25%, the issue of the Convertible Notes constitutes a discloseable transaction for the Company and is subject to the announcement and notification requirement under Chapter 14 of the Listing Rules.

As at the date of this announcement, Mr. Weigold is a director of the Subsidiaries and is therefore a connected person of the Company. As one or more of the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the subscription of the Convertible Notes by Mr. Weigold exceed 0.1% but are less than 5%, the issue of Convertible Notes to Mr. Weigold will be subject to the annual review and announcement requirements but exempt from the independent shareholders' approval requirement as set out in Chapter 14A of the Listing Rules.

REASONS FOR AND BENEFIT OF THE ISSUE OF THE CONVERTIBLE NOTES AND USE OF PROCEEDS

The Company is principally engaged in the operation of online and offline mind-sports in the PRC and globally. As at the date of this announcement, the Group holds various investments in mind-sports and eSports across an array of platforms including PC, mobile and real life tournaments, including the WPT business and "Allied Esports" business.

The gross proceeds accruing to the Company from the issue of the Convertible Notes will be up to US\$10 million (equivalent to approximately HK\$78.3 million). The net proceeds from the issue of the Convertible Notes are estimated to be approximately HK\$78.3 million. The Company intends to apply all the net proceeds for the business operations of Allied Esports and its subsidiaries.

The Directors are of the view that the issue of the Convertible Notes represents a good opportunity for the Company to raise funds to strengthen its financial position as well as to provide further funding to the Group. In particular, the Convertible Notes provide the Company with significant funds to continue the development of its global eSports platform, which has gained increasing positive momentum and global recognition, including as a result of the opening of its flagship eSports arena in Las Vegas earlier this year. The Pre-Qualified Financing Valuation of the Convertible Notes recognizes the significant value creation that has been achieved by the Company through the multi-year investment it has made in the development of its eSports and WPT platforms, and the issue of the Convertible Notes

also has the advantage that it will provide the Company with immediate funding without resulting in any immediate dilutive effect on the shareholding of the Company in Allied Esports or the Company's interest in the WPT Business.

In light of the above, the Directors (including the independent non-executive Directors) consider that the terms and conditions of the Purchase Agreement and the Convertible Notes, including the Connected Subscription, which were entered into after arm's length negotiations between the Company and the Subscribers, are on normal commercial terms that are fair and reasonable and are in the interests of the Group and the Shareholders as a whole.

So far as the Company is aware, none of the Directors had any material interest in the Subscription, and accordingly none of the Directors was required to abstain from voting on the board resolutions to approve the Subscription or the entering into of the Purchase Agreement.

INFORMATION ON THE SUBSCRIBERS

Knighted Pastures is a limited liability company incorporated in the State of California, the United States. To the best of the Directors' knowledge, information and belief having made reasonable enquiries: (i) as at the date of this announcement, Knighted Pastures does not hold any Shares, equity securities of Allied Esports, Noble Link or AESWPT Holdco. Assuming the Conversion Right attached to the Convertible Note in the principal amount of US\$5 million is exercised by Knighted Pastures in full, Knighted Pastures will be interested in 5% of the outstanding equity securities of either (a) Allied Esports and Noble Link or (b) AESWPT Holdco immediately prior to the closing of a Qualified Financing (assuming full conversion or exercise of any convertible and exercisable securities then outstanding other than the Convertible Notes); (ii) as at the date of this announcement, Knighted Pastures and its ultimate beneficial owners are Independent Third Parties; and (iii) before entering into of the Purchase Agreement, neither Knighted Pastures nor its associates have any other interests in the Group or any business dealings with the Group.

Mr. Weigold was appointed as a director of each of the Subsidiaries in July 2017. He also served as the chief financial officer of bwin.party Digital Entertainment PLC, a former publicly traded online gambling firm, until its merger with GVC Holdings PLC in February 2016. To the best of the Directors' knowledge, information and belief having made reasonable enquiries, as at the date of this announcement, Mr. Weigold does not hold any Shares, equity securities of Allied Esports, Noble Link or AESWPT Holdco. Assuming the Conversion Right attached to the Convertible Note in the principal amount of US\$2 million is exercised by Mr. Weigold in full, Mr. Weigold will be interested in 2% of the outstanding equity securities of either (a) Allied Esports and Noble Link or (b) AESWPT Holdco immediately prior to the closing of a Qualified Financing (assuming full conversion or exercise of any convertible and exercisable securities then outstanding other than the Convertible Notes).

Mr. Norbert Teufelberger is an Independent Third Party as at the date of this announcement. He is currently the chairman of the board of EveryMatrix Ltd, an online gambling technology provider. He also served as the chief executive officer of bwin.party Digital Entertainment PLC, a former publicly traded online gambling firm, from 1999 until its merger with GVC Holdings PLC in February 2016,

and as a board member of GVC Holdings PLC from February 2016 to February 2018. To the best of the Directors' knowledge, information and belief having made reasonable enquiries: (i) as at the date of this announcement, Mr. Teufelberger does not hold any Shares, equity securities of Allied Esports, Noble Link or AESWPT Holdco. Assuming the Conversion Right attached to the Convertible Note in the principal amount of US\$1.5 million is exercised by Mr. Teufelberger in full, Mr. Teufelberger will be interested in 1.5% of the outstanding equity securities of either (a) Allied Esports and Noble Link or (b) AESWPT Holdco immediately prior to the closing of a Qualified Financing (assuming full conversion or exercise of any convertible and exercisable securities then outstanding other than the Convertible Notes); and (ii) before entering into of the Purchase Agreement, neither Mr. Teufelberger nor his associates have any other interests in the Group or any business dealings with the Group.

The Trust is a discretionary trust named the Lipscomb/Viscoli Children's Trust established by one of the Subscribers, Mr. Steven Lipscomb and his spouse, Ms. Miranda Viscoli (as settlors) and Mr. Pliska (as the trustee), for the benefit of the children of Mr. Steven Lipscomb and Ms. Miranda Viscoli. To the best of the Directors' knowledge, information and belief having made reasonable enquiries: (i) as at the date of this announcement, the Trust does not hold any Shares, equity securities of Allied Esports, Noble Link or AESWPT Holdco. Assuming the Conversion Right attached to the Convertible Note in the principal amount of US\$1 million is exercised by the Trust in full, the Trust will be interested in 1% of the outstanding equity securities of either (a) Allied Esports and Noble Link or (b) AESWPT Holdco immediately prior to the closing of a Qualified Financing (assuming full conversion or exercise of any convertible and exercisable securities then outstanding other than the Convertible Notes); (ii) as at the date of this announcement, the Trust and its beneficiaries are Independent Third Parties; and (iii) before entering into of the Purchase Agreement, neither the Trust nor its associates have any other interests in the Group or any business dealings with the Group.

Mr. Steven Lipscomb is an Independent Third Party as at the date of this announcement. He was the chief executive officer of the World Poker Tour from its inception in 2002 until 2009. Since 2009, Mr. Lipscomb has provided consulting services to companies in the television and poker industries, and is working on developing new television shows. Mr. Lipscomb is the Managing Director of Practicrats, LLC, a consulting firm that works with entities to establish and grow business through all forms of media. To the best of the Directors' knowledge, information and belief having made reasonable enquiries: (i) as at the date of this announcement, Mr. Lipscomb does not hold any Shares, equity securities of Allied Esports, Noble Link or AESWPT Holdco. Assuming the Conversion Right attached to the Convertible Note in the principal amount of US\$0.5 million is exercised by Mr. Lipscomb in full, Mr. Lipscomb will be interested in 0.5% of the outstanding equity securities of either (a) Allied Esports and Noble Link or (b) AESWPT Holdco immediately prior to the closing of a Qualified Financing (assuming full conversion or exercise of any convertible and exercisable securities then outstanding other than the Convertible Notes); and (ii) before entering into of the Purchase Agreement, neither Mr. Lipscomb nor his associates have any other interests in the Group or any business dealings with the Group.

FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

Save for the fund raising activity mentioned below, the Company has not conducted any other fund raising activities in the past twelve months immediately prior to the date of this announcement.

Date of announcement	Completion dates	Fund raising activity	Net proceeds raised (approximately)	Intended use of proceeds	Actual use of proceeds
12 September 2017	28 December 2017 and 4 January 2018	Issue of new shares of the Company under specific mandate	HK\$416.48 million	Further developing the eSports business and the WPT business, revamping and updating the Group's core mobile product portfolio, acquiring and/or developing China regional card and board games platforms and replenishing working capital as stated in the circular of the Company dated 13 October 2017	Approximately HK\$228.65 million of the net proceeds has been applied, among which: (i) approximately HK\$122.08 million was used for further developing the eSports business; (ii) approximately HK\$106.57 million was used for further development of WPT business. The remaining net proceeds of approximately HK\$187.83 million will be used as intended

GENERAL

No application will be made by the Company to the Stock Exchange for the listing of the Convertible Notes.

DEFINITIONS

In this announcement, the following expressions shall have the following meanings unless the context requires otherwise.

“Allied Esports”	Allied Esports International Holdings Limited, a private limited company incorporated in Ireland and an indirect subsidiary of the Company
“Allied Esports Nevada”	Allied Esports International, Inc., a private limited company incorporated in Nevada and an indirect subsidiary of the Company
“Board”	the Board of Directors
“Company”	Ourgame International Holdings Limited, a company incorporated in the Cayman Islands on 4 December 2013
“connected person(s)”	has the meaning ascribed thereto under the Listing Rules

“Convertible Note(s)”	the convertible notes due 2019 in the aggregate principal amount of up to US\$10 million to be issued by the Company pursuant to the Purchase Agreement
“Conversion Equity Securities”	equity securities to be issued by Allied Esports and Noble Link or AESWPT Holdco upon exercise of the Conversion Rights attached to the Convertible Notes by the Subscribers
“Directors”	the director(s) of the Company
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of China
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Independent Third Party(ies)”	third party independent of, and not connected with, the Company and its connected persons (as defined in the Listing Rules)
“Issue Date”	the date of issue of the Convertible Notes
“Knighted Pastures”	Knighted Pastures LLC, a limited liability company incorporated in the State of California, the United States, and an Independent Third Party
“Listing Rules”	The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
“Mr. Pliska”	Mr. Adam Pliska, the chief executive officer of the WPT Business and a director of the Subsidiaries
“Mr. Weigold”	Mr. Martin Weigold, a director of the Subsidiaries
“Noble Link”	Noble Link Global Limited, a private limited company incorporated in the British Virgin Islands and a wholly-owned subsidiary of the Company. It is the holding company of certain subsidiaries of the Company through which the Company operates the WPT Business
“Noble Link Subsidiaries”	Subsidiaries, Club Services, Inc., WPT Enterprises, Inc., WPT Distribution USA, Inc., WPT Studios USA, Inc., each being a subsidiary of Noble Link
“Peerless Media”	Peerless Media Limited, a private limited company incorporated in Gibraltar and a wholly-owned subsidiary of the Company. It is the holding company of the WPT Business

“PRC” or “China”	The People’s Republic of China, which for the sole purpose of this announcement excludes Hong Kong, Macau and Taiwan
“Pre-Qualified Financing Valuation”	a pre-Qualified Financing valuation of Allied Esports and Noble Link, which has been agreed between the Company and the Subscribers to be US\$100 million for the purpose of any conversion
“Purchase Agreement”	the convertible note purchase agreement dated 11 October 2018 (Las Vegas time) and entered into between the Company and the Subscribers in relation to the Subscription
“Qualified Financing”	a transaction or series of related transactions resulting in aggregate gross proceeds to the Company of at least US\$100 million in respect of the Allied Esports and Noble Link, including conversion of the Convertible Notes and any other indebtedness; the Parties have also agreed that a transaction whereby (i) Allied Esports and Noble Link Limited and their respective subsidiaries or (ii) AESWPT Holdco merge with a publicly-traded special purpose company at a valuation of no less than US\$100 million shall also be deemed a Qualified Financing
“Share(s)”	ordinary share(s) of the Company with a par value of US\$0.00005 each
“Shareholder(s)”	the holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscribers”	Knighted Pastures, Mr. Weigold, Mr. Norbert Teufelberger, the Trust and Mr. Steven Lipscomb
“Subscription”	the subscription for the Convertible Notes by the Subscribers pursuant to the Purchase Agreement
“Subsidiaries”	Peerless Media Limited, WPT Studios Worldwide Limited and WPT Distribution Worldwide Limited, each being a subsidiary of the Company
“Trust”	a discretionary trust named the Lipscomb/Viscoli Children’s Trust established by one by the Subscribers, Mr. Steven Lipscomb and his spouse, Ms. Miranda Viscoli (as settlors) and Mr. Pliska (as the trustee), for the benefit of the children of Mr. Steven Lipscomb and Ms. Miranda Viscoli
“United States” or “U.S.”	the United States of America, its territories, its possessions and all areas subject to its jurisdiction

“US\$” United States dollars, the lawful currency of the United States

“WPT Business” the World Poker Tour business

“%” per cent.

By order of the Board
Ourgame International Holdings Limited
Yang Eric Qing
Chairman and Co-Chief Executive Officer

Beijing, 15 October 2018

As at the date of this announcement, the Board comprises Mr. Yang Eric Qing and Mr. Ng Kwok Leung Frank as executive Directors; Mr. Liu Jiang, Ms. Fu Qiang, Mr. Fan Tai and Mr. Chen Xian as non-executive Directors; and Mr. Ge Xuan, Mr. Lu Zhong and Dr. Tyen Kan Hee Anthony as independent non-executive Directors.

* *For identification purpose only*