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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): April 18, 2017**

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**GLOBAL EAGLE ENTERTAINMENT INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-35176**  
(Commission  
File Number)

**27-4757800**  
(IRS Employer  
Identification No.)

**4553 Glencoe Avenue, Suite 300, Los Angeles, California 90292**  
(Address of principal executive offices, including zip code)

**Registrant's telephone number, including area code: 310-437-6000**

**Not Applicable**  
(Former name or former address, if changed since last report)

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in 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. ☐

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

As previously disclosed in a Current Report on Form 8-K filed on April 21, 2017, Abel Avellan delivered notice on April 18, 2017 of his voluntary resignation as the President & Chief Strategy Officer of Global Eagle Entertainment Inc. (the “Company” or “we”), effective on the date of that notice. In connection with Mr. Avellan’s resignation, the Company and Mr. Avellan have entered into a Consulting Agreement dated April 19, 2017 (the “Consulting Agreement”).

Under the Consulting Agreement, the Company will pay Mr. Avellan a fee of \$15,000 per month (prorated for any partial month) for his consulting services, with Mr. Avellan dedicating 50% of his working hours to providing these services to the Company during the term of the Consulting Agreement. That term commenced on April 19, 2017 and continues for automatically renewing one-year term(s), but the Company or Mr. Avellan may elect to terminate the Consulting Agreement earlier for any reason upon 15 days’ written notice. We refer to the period during which Mr. Avellan renders these services as the “Consulting Period.” Mr. Avellan’s consulting services will constitute “employment,” “continuous employment” and “continued employment” for vesting purposes for any unvested equity of the Company that he held on his employment resignation date, such that vesting thereon will continue for the duration of the Consulting Period as if Mr. Avellan had remained an employee of the Company during that period.

We qualify the foregoing summary of the Consulting Agreement by reference to the full text of the Consulting Agreement, a copy of which we have filed as Exhibit 10.1 hereto and incorporate by reference herein.

**Item 9.01. Financial Statements and Exhibits.****(d) Exhibits**

We incorporate by reference herein the Exhibit Index following the signature page to this Current Report on Form 8-K.

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**SIGNATURE**

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

**GLOBAL EAGLE ENTERTAINMENT INC.**

By: /s/ Paul Rainey

Name: Paul Rainey

Title: Chief Financial Officer

Dated: April 24, 2017

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## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
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10.1	Consulting Agreement, dated April 19, 2017, between the Company and Abel Avellan.
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## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this “*Agreement*”) dated April 19, 2017 is by and between Abel Avellan (“*Consultant*”) and Global Eagle Entertainment Inc., a Delaware corporation (the “*Company*”).

### RECITALS

A. Consultant previously served as President and Chief Strategy Officer of the Company.

B. On April 18, 2017, Consultant tendered a notice of voluntary resignation to the Company, with his employment with the Company to end on April 18, 2017 (the “*Separation Date*”).

C. The Company has waived the requirement that Consultant provide sixty (60) days’ prior written notice of voluntary resignation set forth in Section 10(f) of the Offer of Employment dated July 27, 2016 between Consultant and the Company (the “*Employment Agreement*”).

D. The Company wishes to retain Consultant as an independent contractor to perform services requested by the Company after the Separation Date, and Consultant wishes to perform the services requested by Company, with the work to be performed and the parties’ agreement to be governed by the following terms and conditions.

### AGREEMENT

NOW, THEREFORE, each of the parties hereto, intending to be legally bound, agrees as follows:

1. Engagement; Term.

The Company hereby engages Consultant and Consultant hereby agrees to serve as an advisor to the Company, reporting to the Chief Executive Officer, and to make himself available to the Company’s Board of Directors (the “*Board*”). In such capacity, Consultant shall provide the Company with such advisory and consulting services related to the projects listed on Attachment A and such additional services as are reasonably requested from time to time by the Company (the “*Services*”), and shall provide the Services primarily out of the Company’s Miramar, Florida office but shall travel as reasonably requested by the Company for purposes of rendering the Services. Consultant shall make himself available to Company personnel and the Board upon request. Consultant shall dedicate 50% of his working hours to providing Services to the Company during the Term (as defined below). Consultant shall not have any authority to bind or obligate the Company with respect to third parties in any matter whatsoever, and shall not hold himself out as an employee of the Company in rendering the Services. The period during which Consultant shall provide the Services shall begin on the day following the Separation Date and end on the one-year anniversary of such date (“*Initial Term*”) and shall automatically renew thereafter on each one-year anniversary date for an additional one-year term (“*Renewal Term*”), unless earlier terminated in accordance with the following sentence (such Initial Term and any Renewal Term(s), as and if so earlier terminated, the “*Term*”). Either party may terminate the

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Term earlier for any reason and at any time upon 15 days' written notice either during the Initial Term or any Renewal Term(s); provided, however, Consultant shall immediately notify the Company upon acceptance of any other employment or consulting arrangement, which acceptance shall permit the Company to immediately terminate the Term.

Notwithstanding anything to the contrary in the award agreements pursuant to which the Company granted equity, or equity rights, to Consultant or in the Company's equity incentive plans under which the Company issued such equity, the Services hereunder shall constitute "employment," "continuous employment" and "continued employment" for vesting purposes for any unvested equity of the Company that Consultant holds on the Separation Date, such that vesting thereon shall continue for the duration of the Term as if Consultant had remained an employee of the Company during such period.

2. Compensation and Expense Reimbursement.

In sole consideration for the Services, Consultant shall be paid a fee at a rate of \$15,000.00 per month, in arrears each month, over the Term (the "**Compensation**") (prorated for any partial month of Services). In addition, the Company will reimburse Consultant for any reasonable and documented out-of-pocket travel and out-of-town lodging expenses that Consultant properly incurs in the performance of the Services, subject to Consultant's compliance with the Company's expense reimbursement policies; provided that Consultant must submit a notice to the Company and receive prior written approval from the Company for any such expenses expected to exceed \$2,500 individually or \$5,000 in the aggregate.

In addition, if Consultant elects to receive group health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("**COBRA**") following the termination of his employment with the Company, then the Company will pay the difference between the full monthly COBRA premium payment and the current monthly premium Consultant would have paid as an active employee, *i.e.*, will pay the "employer-side premiums," for the duration of the Term (such duration, the "**Continuation Period**"); provided that Consultant must timely elect such coverage and continue to pay the same amount of monthly premium as in effect for an active employee with the same coverage; provided, further, that if Consultant becomes employed with another employer during the Continuation Period and is eligible to receive group health insurance coverage under such employer's plans, the Company's COBRA-related obligations under this paragraph shall terminate.

3. Representations and Warranties.

Consultant represents and warrants to the Company that (i) Consultant has no obligations, and during the Term will not have any obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with the Company, (ii) the performance of the Services does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party and (iii) Consultant has not entered into and during the Term will not enter into any agreement (whether oral or written) in conflict with this Agreement. Consultant hereby indemnifies and agrees to defend and hold harmless the Company from and against any and all claims, demands and actions, and any liabilities, damages or expenses resulting therefrom, including court costs and reasonable attorneys' fees, arising out of or relating to a breach by Consultant of the foregoing representations. The foregoing indemnification shall survive the termination, for any reason, of this Agreement.

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4. Independent Contractor Status.

Consultant shall perform the Services as an independent contractor performing “work for hire”, not as an agent or employee of the Company, and is not subject to any ongoing fiduciary duties for his Services as an advisor to the Company. Consultant shall not be entitled to any benefits or compensation from the Company for the Services except as set forth in this Agreement and shall in no event be entitled to any fringe benefits payable to employees of the Company, including any health, welfare or severance benefits that Consultant would be entitled to as an employee of the Company, under the Employment Agreement or any other Company plan or program (including under the Company’s Change in Control and Severance Plan for Senior Management) other than as expressly provided for in the second paragraph of Section 2 hereof. Consultant acknowledges and agrees that it shall be Consultant’s sole obligation to report as self-employment income all compensation received by Consultant from the Company for the Services. Consultant agrees to fully indemnify the Company and hold it harmless from any payment imposed on the Company in connection with any withholding taxes, social security, unemployment or disability insurance or similar items in connection with any payment made to Consultant by the Company for the Services.

5. Confidential Information.

(a) “**Confidential Information**” shall mean: (i) any confidential, non-public, or proprietary information concerning the business, operations or assets of the Company, its affiliates, shareholders, employees, investors, vendors and customers, other than Excluded Information (as defined below), that has been or in the future is disclosed to Consultant (A) in writing, including, without limitation, as graphics or visual material, (B) in electronic form, (C) by providing access (e.g., to a database or computer system), or (D) orally; and (ii) any information which may be developed or created from such information, including, without limitation, all copies, notes, summaries, reports, analyses and other material or data generated by from any such information.

(b) Confidential Information shall not include information that: (i) is or becomes publicly available other than as a result of acts by Consultant in breach of this Agreement; (ii) was disclosed to Consultant by a third party prior to the commencement of the Term which Consultant has no reason to believe was bound by a confidentiality obligation; or (iii) is approved for public release by the Company in writing. Any such Confidential Information described in this Section 5(b) shall constitute “**Excluded Information**.”

(c) Consultant shall use the Confidential Information solely for the purpose of providing the Services. Consultant shall keep the Confidential Information confidential, shall not disclose to any person any of the Confidential Information in any manner whatsoever, and use the same care and discretion to avoid disclosure, publication, use or dissemination of the Confidential Information as Consultant uses with his own similar information that Consultant does not wish to disclose, publish, or disseminate, but in no case will Consultant use less than reasonable care and discretion; provided that (i) Consultant may make any disclosure of information contained in the Confidential Information to which the Company gives its prior written consent and (ii) Consultant may make any disclosure permitted by Section 5(e) hereof. The term “**person**” as used in this Agreement shall be broadly interpreted to include the media and any corporation, limited liability company, partnership, group, individual or other entity.

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(d) Promptly upon the written request of the Company, but in any event promptly upon termination of the Services, Consultant shall return to the Company all Confidential Information. All notes, summaries, reports, analyses and other material or data generated by Consultant from, or containing or reflecting any Confidential Information shall be returned to the Company, and Consultant shall certify to the Company in writing as to the completeness of the same.

(e) Nothing in this Agreement shall prohibit or impede Consultant from communicating, cooperating or filing a complaint on possible violations of U.S. federal, state or local law or regulation to or with any governmental agency or regulatory authority (collectively, a “**Governmental Entity**”), or from making other disclosures to any Governmental Entity that are protected under the whistleblower provisions of U.S. federal, state or local law or regulation, provided that such communications and disclosures are consistent with applicable law. Consultant understands and acknowledges that (i) an individual shall not be held criminally or civilly liable under any U.S. federal or state trade secret law for the disclosure of a trade secret that is made (A) in confidence to a U.S. federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (ii) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order. Consultant is not required to give prior notice to (or get prior authorization from) the Company regarding any such communication or disclosure. Except as otherwise provided in this Section 5(e) or under applicable law, under no circumstance is Consultant authorized to disclose any information covered by the Company’s or its affiliates’ attorney-client privilege or attorney work-product privilege, or the Company’s trade secrets, without the prior written consent of the Company.

(f) In order to preserve and protect the Company’s Confidential Information, Consultant hereby agrees as follows:

(i) During the Term, Consultant will not, either directly or indirectly, participate in any Restricted Business. For purposes of this Agreement: (A) the term “**Participate**” means to have any direct or indirect interest, whether as an officer, director, employee, partner, sole proprietor, agent, representative, independent contractor, consultant, franchisor, franchisee, creditor, owner or otherwise, provided that the term “Participate” shall not include (x) ownership of less than two percent (2%) of a class of stock of a publicly-held corporation which is traded on a national securities exchange or in the over-the-counter market, so long as the Company or such Consultant does not have any active participation in the business or management of such entity, or (y) passive ownership in Trio Connect, LLC provided that Consultant is not involved in management or day-to-day operations of Trio Connect, LLC and provided further that Trio Connect, LLC is not conducting any business other than providing triple-play services to land-based individuals; and (B) the term “**Restricted Business**” means any enterprise, business or venture anywhere within the United States of America and/or any other geographic areas in which the Company transacted business within the twelve (12) month period prior to the termination of the Term, which is active in the provisioning of content and/or connectivity solutions and services for mobility markets.

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(ii) During the Term and thereafter until the first (1st) anniversary of the termination of the Term, Consultant will not, either acting jointly or individually, induce or attempt to induce any employee of the Company or any of its affiliates to leave such entity's employ or in any way interfere with the relationship between the Company or its affiliates or successors and any of their employees.

(iii) During the Term, Consultant will not, either acting jointly or individually, induce or attempt to induce any supplier, licensee, licensor, franchisee, customer or other business relation of the Company ("**Customer or Business Relation**") to cease doing business with the Company or any of its affiliates or in any way interfere with the relationship between any member of the Company or any such Customer or Business Relation. Following the Term, Consultant will not, either acting jointly or individually, use any Confidential Information to induce or attempt to induce any Customer or Business Relation to cease doing business with the Company or any of its affiliates or in any way interfere with the relationship between any member of the Company or any such Customer or Business Relation.

(iv) The Company would suffer irreparable harm from a breach of any of the covenants or agreements contained in this Section 5(f). In the event of an alleged or threatened breach by Consultant of any of the provisions of this Section 5(f), the Company or its successors or assigns may, in addition to all other rights and remedies existing in its favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof, in each case without the requirement of posting a bond or proving actual damages, and the time periods described above will be tolled with respect to Consultant until such alleged breach or violation is resolved. Consultant agrees that the restrictions in this Section 5(f) are reasonable protections under the circumstances of this Agreement, including the payment of the Compensation set forth herein. If, at the time of enforcement of any of the provisions of this Section 5(f), a court holds that the restrictions stated herein are unreasonable under the circumstances then existing, Consultant agrees that the maximum period, scope or geographical area reasonable under such circumstances will be substituted for the stated period, scope or area.

(g) Consultant's confidentiality obligations in this Section 5 are in addition to, and not in lieu of, any other such contractual, legal, fiduciary or restrictive-covenant obligations by which Consultant was bound during his employment with the Company or entered into in respect of the termination thereof, including, without limitation, those obligations set forth in the Employee Statement & Agreements Regarding Confidentiality, Proprietary Information, Invention Assignment, Non-Competition and Non-Solicitation dated July 27, 2016 and the Non-Competition and Non-Solicitation Agreement dated May 9, 2016, each between Consultant and the Company (collectively, the "**Restrictive Covenant Agreements**"). Consultant's obligations in the Restrictive Covenant Agreements shall survive in accordance with their terms.

#### 6. Securities Laws.

Consultant acknowledges and agrees that the Confidential Information includes material non-public information governed by U.S. federal and state securities laws, and as such that he will not, during and after the Term, (A) purchase or sell securities of the Company on the basis of such material non-public information or (B) communicate such material non-public information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities, in each instance until the Confidential Information is or becomes part of the public knowledge other than as a result of Consultant's breach of this Agreement or of his confidentiality obligations to the Company.

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7. Cooperation in Litigation.

Consultant shall: (i) provide reasonable assistance and cooperation to the Company in activities related to the prosecution or defense of any pending or future lawsuits, arbitrations, and other proceedings or claims involving the Company ("**Company Litigation**"); (ii) make himself available to the Company on reasonable notice and without the need for issuance of any subpoena or similar process to testify in any Company Litigation; and (iii) if required by legal process to provide sworn testimony in any Company Litigation, consult with and permit Company-designated legal counsel to be present for such testimony, the costs of such designated counsel to be solely the responsibility of the Company. If sworn testimony of Consultant is required by legal process in any Company Litigation, Consultant shall confine his testimony to items about which he has knowledge, rather than speculation or opinion testimony, unless otherwise directed by legal process or as otherwise required by law. The obligations of Consultant under this Section 7 shall (A) to the extent they relate to periods after the Term, be subject to mutually agreed reasonable compensation for time spent by Consultant for which he is not otherwise compensated by the Company or any third party, and (B) to the extent that they relate to periods during the Term, will be provided without charge, except for out-of-pocket expenses (which are subject to the requirements of Section 2 hereof), but subject to the time limitations contained in Section 1 hereof.

8. General.

(a) This Agreement constitutes the full and entire understanding and agreement between the parties about or relating to post-employment-termination consulting and advisory services engagement of Consultant and fully supersedes any and all prior agreements, communications or understandings between the parties, whether written or oral, relating thereto. This Agreement may be amended or waived only by a written instrument executed by both parties.

(b) No failure, delay or forbearance of either party in exercising any power or right hereunder shall in any way restrict or diminish such party's rights and powers under this Agreement or operate as a waiver of any breach.

(c) Consultant shall not assign or delegate his rights or duties to a third party. The Services are of a personal nature, and only Consultant may provide them. Consultant may not engage any other third person to assist him in the provision thereof.

(d) All notices and requests required or authorized hereunder shall be given in writing by personal delivery to the party to whom notice is to be given, or sent by registered mail or recognized overnight courier and its address set forth below the party's signature below or by facsimile (if electronically confirmed).

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(e) If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction, (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction, and (iii) the parties shall endeavor, in good faith negotiations, to replace the invalid or unenforceable provisions with valid and enforceable provisions, the economic effect of which come as close as possible to that of the invalid or unenforceable provisions.

(f) Subject to Section 8(c) hereof, this Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors, permitted assigns, heirs, executors, administrators and legal representatives. This Agreement does not create any rights, claims or benefits inuring to any person or entity that is not a party hereto nor create or establish any third party beneficiary hereto.

(g) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(h) The parties hereto have participated jointly in the negotiation and drafting of the Agreement, and Consultant acknowledges that he has been represented by counsel of his choosing in connection therewith. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

9. Governing Law; Arbitration.

(a) This Agreement shall be governed by the laws of the State of Florida applicable to contracts entered into in, and to be performed wholly within, the State of Florida.

(b) Any dispute, controversy or claim arising out of or connected with this Agreement, its interpretation or the breach thereof, including the arbitrability of such dispute, controversy or claim, shall be settled by final and binding arbitration in front of a single arbitrator venued in Broward County, Florida, in accordance with the rules governing the resolution of employment disputes of the American Arbitration Association, and judgment upon the award entered by the arbitrator may be entered in any court having jurisdiction thereof; provided, that nothing herein shall be construed to prohibit the Company or Consultant from seeking in any court of competent jurisdiction any injunctive relief to which it is entitled hereunder.

*(Signature page follows.)*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

**CONSULTANT:**

Abel Avellan

Signature: /s/ Abel Avellan

**Address:**

c/o Global Eagle Entertainment Inc.  
4553 Glencoe Ave., Suite 300  
Los Angeles, CA 90292

**THE COMPANY:**

GLOBAL EAGLE ENTERTAINMENT INC.

By: /s/ Stephen Ballas

Name: Stephen Ballas

Title: EVP

**Address:**

c/o Global Eagle Entertainment Inc.  
4553 Glencoe Ave., Suite 300  
Los Angeles, CA 90292

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**ATTACHMENT A**

**PROJECTS**

Satellite Capacity

Organizational Advice/Structuring

Connectivity Business

Sales & Marketing

Products