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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): December 1, 2018**

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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.)

**6100 Center Drive, Suite 1020, Los Angeles, California 90045**  
(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 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.**

In connection with the previously reported termination of Walé Adepoju's employment as Executive Vice President & Chief Strategy Officer of Global Eagle Entertainment Inc. (the "Company" or "we"), Mr. Adepoju entered into a Separation Agreement and General Release, dated November 30, 2018 (the "Separation Agreement"), with Global Eagle Entertainment Limited, a wholly owned United-Kingdom-based subsidiary of the Company ("Global Eagle Limited"), and a Consulting Services Agreement, dated December 1, 2018, with the Company (the "Consulting Agreement").

Under the Separation Agreement, Global Eagle Limited will pay Mr. Adepoju (i) a lump-sum severance payment of £232,703, (ii) a prorated portion of Mr. Adepoju's annual cash bonus (if any) that he would have earned for the 2018 performance year if he had remained employed with Global Eagle Limited through the payment date thereof and (iii) a payment of £1,188.32 in lieu of any employee benefits he would have been entitled to had he remained employed with Global Eagle Limited through the benefit date thereof. In addition, Global Eagle Limited will pay Mr. Adepoju £77,567 in consideration of Mr. Adepoju's waiver of the notice period requirement under his employment agreement with Global Eagle Limited. Furthermore, any vested stock options held by Mr. Adepoju as of November 30, 2018 will remain outstanding and eligible for exercise in accordance with their terms and any unvested stock options will vest in accordance with the terms of the Separation Agreement.

Under the Consulting Agreement, the Company will pay Mr. Adepoju a fee of £13,735 per month (prorated for any partial month) for his consulting services for an initial term of six months commencing on December 1, 2018, which will continue for automatically renewing one-month term(s) thereafter until either the Company or Mr. Adepoju elects to terminate the Consulting Agreement earlier for any reason upon 30 days' written notice.

We qualify the foregoing summary of the Separation Agreement and Consulting Agreement by reference to the full text of the agreements, copies of which are filed as Exhibits 10.1 and 10.2, respectively, hereto and are incorporated by reference herein.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

**Exhibit  
No.**

**Description**

10.1	<a href="#"><u>Separation Agreement and General Release, dated November 30, 2018, between Global Eagle Entertainment Limited and Walé Adepoju.</u></a>
10.2	<a href="#"><u>Consulting Services Agreement, dated December 1, 2018, between the Company and Walé Adepoju.</u></a>

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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: December 6, 2018

**SEPARATION AGREEMENT AND GENERAL RELEASE**

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (this “*Agreement*”) is dated November 30, 2018 and entered into by and between Walé Adepoju (“*Employee*”) and Global Eagle Entertainment Limited (the “*Company*”). Together, Employee and the Company shall be referred to, individually, as a “*party*,” and, collectively, as the “*parties*.” Employee shall execute and deliver this Agreement no earlier than the Termination Date (as defined below) and no later than the twenty-first (21<sup>st</sup>) day after Employee’s receipt of this Agreement.

**RECITALS**

A. Employee has served as an employee of the Company or one of its affiliates.

B. On November 30, 2018 (the “*Termination Date*”), Employee’s employment by the Company will end and Employee will receive all wages, salary, commissions and other benefits owed to Employee by the Company through that date, other than the Termination Benefits (as defined below) expressly set forth herein, which shall be received on the dates outlined below.

C. The Company and the Employee are entering into this agreement to record and implement the terms on which they have agreed to settle any claims which the Employee has or may have in connection with the Employee’s employment or its termination against the Company or any associated company (including without limitation the Company’s parent company, Global Eagle Entertainment Inc. (“*Parent*”), its affiliated companies and its and their officers and employees, whether or not those claims are, or could be, in the contemplation of the parties at the time of signing this agreement.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby expressly acknowledged, each of the parties hereto, intending to be legally bound, agrees as follows:

1. No Admission of Liability; Waiver of Notice Period. This Agreement, and performance of the acts required by it, do not constitute an admission of liability, culpability, negligence, or wrongdoing on the part of anyone, and will not be construed for any purpose as an admission of liability, culpability, negligence, or wrongdoing by the Company or any of the Company Released Parties (as defined below). In addition, Employee expressly waives any right Employee may have to (i) statutory minimum notice period of dismissal and/or redundancy pay pursuant to applicable law and (ii) any required notice period pursuant to Section 10 of Employee’s Employment Agreement with the Company, dated as of July 20, 2018 (“*Employment Agreement*”). The Company will make a payment in lieu of salary for the required notice period in accordance with Section 10 of the Employment Agreement in the sum of GBP 77,567, which shall be subject to any statutory deductions including income tax and national insurance contributions.

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2. Accrued Amounts. Regardless of whether Employee enters into this Agreement, the Company shall pay Employee within 10 days after the Termination Date (or otherwise in accordance with applicable law): (i) Employee's base salary accrued and due to Employee for the last paycheck through the Termination Date, less applicable tax withholding, (ii) an amount for accrued and unused vacation or paid time-off through the Termination Date, in accordance with the Company's applicable policies, less applicable tax withholding, (iii) an amount for reimbursement of reimbursable business expenses incurred by Employee through the Termination Date, in accordance with the Company's applicable expense reimbursement policies, and (iv) an amount for any earned but unpaid sales commissions through the Termination Date which shall be determined by the Company and shall be less applicable tax and national insurance withholdings.

3. Termination Benefits. In consideration for Employee's promises, covenants and full compliance with the obligations within this Agreement, beginning after the Effective Date of this Agreement (as described below), Employee shall be entitled to the following compensation and benefits and no other (collectively, "**Termination Benefits**"):

a. A payment equal to GBP 232,703 as provided by Parent's Change in Control and Severance Plan for Senior Management (the "**Executive Severance Plan**"), which amount will be paid in one lump sum, less applicable statutory deductions including any tax and national insurance contribution withholdings, on the first payroll date following the Effective Date; provided that, if the time period to execute and/or revoke this Agreement spans two (2) calendar years, then, notwithstanding anything contained herein to the contrary, such payment shall not be made until the later of (x) the first (1st) business day in the second (2nd) calendar year or (y) the expiration of the seven (7) day revocation period for this Agreement.

b. A prorated portion of Employee's annual cash bonus (if any) for the current fiscal year shall be calculated and determined according to Section 5.1(d) of the Executive Severance Plan, subject to any applicable statutory deductions including any tax and national insurance contributions.

c. A payment equal to GBP 1,188.32 in lieu of the benefits pursuant to Section 5.1(f) of the Executive Severance Plan.

d. Following the Effective Date of this Agreement, Employee shall be provided with twelve (12) months of outplacement services by Lee Hecht Harrison or another third party selected by the Company.

4. Treatment of Equity.

a. All vested stock options of Parent that Employee holds as of the Termination Date shall remain outstanding and eligible for exercise as provided in the underlying written equity award agreement(s) between Parent and Employee.

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b. Employee agrees that all unvested Parent equity held by Employee (restricted stock units, stock appreciation rights, options and otherwise) shall vest in accordance with Section 5.1(h) or Section 5.2(e) of the Executive Severance Plan, as applicable; provided, that for purposes of Section 5.1(h) and Section 5.2(e) of the Executive Severance Plan, as applicable, (x) the Date of Termination (as defined in the Executive Severance Plan) shall be the later of the Effective Date, or the last day of the term of any future engagement with Employee including, without limitation, any term which the Company or its Parent engages with Employee separately for services on a consultancy basis (the “**Consultancy Term**”) and (y) the Change in Control Protection Period (as defined in the Executive Severance Plan) shall terminate 120 days following the last day of the Consultancy Term. A schedule of Employee’s outstanding Parent equity awards as of the Termination Date is attached hereto as Schedule I. For the avoidance of doubt, any unvested equity that does not so vest in accordance with the Executive Severance Plan shall be immediately forfeited for no consideration effective upon the day immediately prior to the commencement of the Consultancy Term, or if there is no Consultancy Term, then upon the Termination Date.

5. Tax Indemnity. Employee shall be liable for all and any further income tax, employee’s national insurance contributions, interest and/or penalties thereon arising in respect of the payments made and benefits provided under this Agreement, other than (x) the tax and national insurance deducted under Sections 1, 2, 3 and 4 of this Agreement at the time such payments are made by the Company and (y) any penalties levied by any tax authority in respect of this Agreement, which are attributable to the Company’s unreasonable delay or default. In the event of an inquiry by HM Revenue & Customs, the U.S. Internal Revenue Service or other tax authority relating to the payments provided under this Agreement, the Company shall reasonably cooperate with Employee in responding to such inquiry, including by providing access to applicable documents.

6. Sole and Exclusive Benefits. Employee agrees and acknowledges that upon satisfaction of the payments to be made by the Company under this Agreement, the Company shall have fully satisfied all obligations to Employee in respect of Employee’s employment and termination of such employment, and that such payments and benefits are in full, final and complete settlement of all claims set forth in Section 7 below that Employee may have, as of the date hereof, against the Company, the Parent and each of its current, former, and future parent corporations, subsidiaries, affiliates, predecessor entities, employee benefit plans, and related past, present and future entities or corporations, and their past and present officers, directors, shareholders, employees, creditors, insurers, fiduciaries, agents, partners, attorneys, representatives, promoters, heirs, predecessors, successors, and assigns (each a “**Company Released Party**”).

7. Release of Claims. In consideration for the Termination Benefits, Employee, for Employee and Employee’s heirs, successors and assigns, does hereby waive, release, acquit and forever discharge each Company Released Party, from any and all claims, actions, charges, complaints, grievances and causes of action including, without limitation, those listed within this Section 7 (hereinafter collectively referred to as “**Employee Claims**”), of whatever nature, whether known or unknown, which exist or may exist on Employee’s behalf against each Company Released Party as of the date of this Agreement, including but not limited

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to any and all Employee Claims arising out of or relating to the offer of employment to Employee, Employee's employment with the Company or the termination of that employment. Employee understands and agrees that Employee is waiving any and all rights Employee may have had, now has, or in the future may have, to pursue any and all remedies available to Employee under any employment-related cause of action, including without limitation, any and all claims whether contractual, statutory or otherwise and whether under United States, United Kingdom and/or European Union law which the Employee has or may have against the Company, the Parent or any of its affiliates or subsidiaries or their respective officers, directors, shareholders or employees arising out of or in connection with the Employee's employment or its termination whether brought in the United Kingdom, United States of America or anywhere else in the world as well as any claims:

a. under Employee's Employment Agreement, tort claims, contract claims, fiduciary duty claims, wage claims, bonus claims, commission claims, unfair and wrongful dismissal/termination claims, public policy claims, retaliation claims, statutory claims, California Labor Code claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance covering employment, conditions of employment (including wage and hour laws); and/or

b. discrimination in employment, including but not limited to, all as amended, the United States Constitution, the Constitution of the State of California, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (the "ADEA"), the Americans with Disabilities Act of 1990, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Older Workers Benefit Protection Act, the Family and Medical Leave Act, all relevant state and local employment, whistleblower, human rights, labor and wage laws, including but not limited to the California Family Rights Act and the California Fair Employment and Housing Act, including those based on race, color, religious creed, national origin, ancestry, physical or mental disability, medical condition, family care leave, marital status, sex, sexual orientation, age and any harassment or retaliation;

c. under the Equality Act 2010 that any act or omission of a Company Released Party was unlawful direct discrimination or harassment because of or in relation to age, disability (including because of or something arising in consequence of the Employee's disability or discrimination by failure to comply with a duty to make reasonable adjustments), gender reassignment, marriage or civil partnership, race, religion or belief, pregnancy or maternity, sex, and/or sexual orientation, or victimisation under section 27 of the Equality Act 2010 or because of a relevant pay disclosure;

d. by virtue of any act or omission of any Company Released Party that, at any time, the Employee suffered a detriment on a ground set out in section 47B Employment Rights Act 1996 ("ERA") (protected disclosure);

e. under the Working Time Regulations 1998 ("WTR") that, at any time, a Company Released Party refused to permit the Employee to exercise a right to daily rest, weekly rest, rest breaks, annual leave or compensatory rest or refused to pay the Employee in respect of any period of annual leave or in lieu of untaken annual leave;

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f. by virtue of any act or omission of a Company Released Party that, at any time, the Employee suffered a detriment on a ground set out in section 45A ERA (working time) including a detriment related to the limit on weekly working time set out in regulation 4 WTR;

g. under the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“**TUPE**”);

h. by virtue of any act or omission of a Company Released Party that, at any time, the Employee suffered a detriment on a ground set out in section 47C ERA (parental, paternity, maternity and adoption leave or time off for dependents);

i. by virtue of any act or omission of a Company Released Party that, at any time, the Employee suffered a detriment on a ground set out in section 47E ERA (flexible working) or that the Company Released Party committed a breach in connection with the exercise of such rights pursuant to section 80G ERA;

j. under section 3 of the Protection from Harassment Act 1997 that the Employee has been subject to a course of conduct amounting to harassment;

k. that a Company Released Party failed to comply with its obligations under the Data Protection Act 1998, Data Protection Act 2018, or the General Data Protection Regulation.

Notwithstanding the foregoing, Employee is not hereby releasing the Company from any of the following claims (collectively, the “**Excluded Claims**”): (a) any rights or claims for indemnification Employee may have pursuant to any written indemnification agreement with the Company to which Employee is a party, the charter or bylaws of the Company, or under applicable law; (b) any claim in relation to applicable directors and officers liability insurance coverage, subject to, and in accordance with, the terms and conditions of the applicable policy; (c) any rights which cannot be waived as a matter of law (including any right to file a charge or complaint with or to participate in any investigation or proceeding conducted by the U.S. Equal Employment Opportunity Commission or a comparable state or local agency, the Securities and Exchange Commission, the Financial Industry Regulatory Authority or any other self-regulatory organization or governmental entity to the extent required by law); (d) any claims arising from the breach of this Agreement; or (e) any claims in respect of accrued pension rights. Employee hereby represents and warrants that, other than the Excluded Claims, Employee is not aware of any claims Employee has or might have against any Company Released Party.

The Company and Employee agree and acknowledge that the conditions regulating settlement agreements and settlement contracts contained within section 147 of the Equality Act 2010, Section 203(3) of the ERA, the WTR, TUPE, and in any other act or statutory instrument referred to in this Section 7 are intended to be and have been satisfied.



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8. Indemnity of Claims. Employee shall indemnify any Company Released Party in full and keep the Company fully indemnified for and against all and any claims, demands, judgments, orders, liabilities, damages, expenses, or costs including without limitation all reasonable legal and professional fees and disbursements (together with any applicable value added taxes) incurred by any Company Released Party arising out of or in connection with any breach by Employee of the warranties set out within this Agreement.

9. Waiver of Unknown Claims. Employee acknowledges that Employee may hereafter discover claims or facts in addition to or different from those that Employee now knows or believes to exist with respect to the subject matter of the releases contained in this Agreement and which, if known or suspected at the time of executing this Agreement, might have materially affected Employee's release or decision to enter into this Agreement. Nevertheless, Employee waives any right, claim, or cause of action that might arise as a result of such different or additional claims or facts. In particular, and without limiting the foregoing, the parties acknowledge that they have read and understand Section 1542 of the California Civil Code, which reads as follows:

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which if known by him or her must have materially affected his or her settlement with the debtor.”**

The parties hereby expressly waive and relinquish all rights and benefits under that provision of California law and any law of any jurisdiction of similar effect with respect to their release of any claims hereunder. Employee agrees that the release of claims set forth in this Agreement shall be and remain in effect in all respects a complete general release as to the matters released.

The Employee agrees that, except for the payments and benefits provided within this Agreement, the Employee shall not be eligible for any further payment or provision of any remuneration (including, without limitation, under the Executive Severance Plan or otherwise), bonus or other emolument, incentive, shares or benefit from the Company, the Parent, or any of its or their affiliates or subsidiaries relating to the Employee's employment or its termination.

10. Acknowledgement of Waiver of Claims under ADEA and Warranties. Employee acknowledges that Employee is waiving and releasing any rights Employee may have under the ADEA and all other statutory instruments referred to within Section 7 of this Agreement that this Agreement is knowing and voluntary. Employee acknowledges that the consideration given for this Agreement and the general release set forth herein is in addition to anything of value to which Employee was already entitled. Employee further represents and warrants as a strict condition of this Agreement that as at the date of signing this Agreement the Employee:

a. Employee has received independent legal advice from a relevant independent adviser and has consulted with that adviser prior to executing this Agreement as to the terms and effect of this Agreement and in particular its effect on the Employee's ability to pursue statutory rights before a court or employment tribunal in the United Kingdom. The name of the relevant independent adviser who has so advised the Employee is Alistair French of Brahams Dutt Badrick French LLP of 24 Monument Street, London EC3R 8AJ (“*Employee's Adviser*”) and the Employee's Adviser has signed the endorsement annexed to this Agreement as Exhibit A;

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b. Employee has been advised by the Employee's Adviser that at the date of this Agreement there is in force, and at the time the Employee received the advice referred to above there was in force, a contract of insurance, or an indemnity provided for members of a profession or professional body, covering the risk of a claim by the Employee in respect of loss arising in consequence of that advice;

c. Employee has not issued proceedings before an employment tribunal and/or a court in respect of any claim in connection with the Employee's employment or its termination or the Employment Agreement or its termination and the Employee undertakes that no proceedings have been or will be issued in connection with the same and if such proceedings are issued the Employee accepts and agrees that all monies paid to Employee under this agreement will be repayable to the Company as a debt upon demand;

d. As at the date of this Agreement, the Employee is not aware nor ought reasonably to be aware of any facts or matters which might give rise to a claim by the Employee for personal injury against any Company Released Party;

e. As at the date of this Agreement, (i) the Employee has not commenced employment and has not done or failed to do anything amounting to a repudiatory breach of the express or implied terms of the Employment Agreement with the Company which if the matter had come to the Company's attention before the Termination Date would have entitled the Company to terminate the Employee's employment summarily or if it had been done or omitted after the date of this Agreement would have constituted a breach of any of its terms, and (ii) there are no matters of which the Employee is aware relating to any act or omission by the Employee or by any other director, officer, employee or agent of the Company, the Parent or any affiliates or subsidiaries which if disclosed to the Company would or might affect the Company's decision to enter into this agreement and which has not been disclosed to the board of the Company or Parent.

f. Execution and Revocation. Employee has twenty-one (21) days within which to consider this Agreement and seven (7) days following Employee's execution of this Agreement to revoke it as set forth in Section 22 below. This Agreement shall not be effective until the revocation period has expired. Nothing in this Agreement precludes Employee from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law.

11. Return of Company Property. As a condition of receiving the benefits set forth in this Agreement, Employee will return to the Company upon or before execution of this Agreement any property of the Company in Employee's possession, custody or control, including, but not limited to, files, identification cards, computers, data storage devices, passwords and office keys. Notwithstanding the foregoing, Employee may retain any Company-issued laptop computer, tablet and mobile phone; provided, that, on or prior to the Termination Date Employee, shall provide any such devices to the Company's information technology department for removal of Company data, applications and files.

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12. Restrictive Covenants. Employee acknowledges and agrees to abide the terms and conditions of the Employee Statement & Agreements Regarding Confidentiality, Proprietary Information, Invention Assignment, Non-Competition and Non-Solicitation signed by the Employee on July 20, 2018 (the “*Restrictive Covenant Agreement*”) set forth in Attachment A to the Employment Agreement; provided, that the twelve (12) month period referenced in Section 2 of the Restrictive Covenant Agreement shall commence upon expiration of the Consultancy Term. Notwithstanding anything to the contrary in the Executive Severance Plan, in consideration of Employee agreeing to the provisions of this Section 12, Section 7 of the Executive Severance Plan shall not apply with respect to Employee; provided, that upon completion of the twelve (12) month restricted period pursuant to the Restrictive Covenant Agreement, Employee shall certify to the Company in writing that he has complied with the conditions set forth in the Restricted Covenant Agreement.

13. Cooperation in Litigation. Employee 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 Employee 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 the Employee is required by legal process in any Company Litigation, Employee shall confine Employee’s testimony to items about which Employee has knowledge, rather than speculation or opinion testimony, unless otherwise directed by legal process. The Company shall reimburse Employee for reasonable travel expenses incurred in connection with such cooperation. In addition, as a former officer of the Company, Employee shall be covered by the applicable directors and officers liability insurance policy maintained by the Company, subject to, and in accordance with, the terms and conditions of such policy.

14. Non-Disparagement. Employee undertakes that Employee will not, whether directly or indirectly, make, publish or otherwise communicate any disparaging or derogatory statements, whether in writing or otherwise, concerning the Company, the Parent or any of its subsidiaries or affiliates, or any of its or their officers, directors, shareholders or employees. Employee agrees to keep the terms on which Employee’s employment terminated, the existence and terms of this Agreement and the substance of any allegations discussions or negotiations leading to the conclusion of this Agreement strictly confidential and agrees not to disclose, communicate or otherwise make public the same to anyone, save where such disclosure is:

- a. required by law or relevant authority (including without limitation any relevant tax authority);
- b. information which Employee is entitled to disclose under sections 43A to 43L of the Employment Rights Act 1996 (whistleblowing) provided that the disclosure is made in accordance with the provisions of that Act; or

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c. (where necessary and appropriate) to Employee's immediate family or legal professional advisers (provided that they agree to keep the information confidential), Employee's insurer for the purposes of processing a claim for loss of employment, or Employee's outplacement or recruitment consultant to the extent necessary to discuss Employee's employment history, or any relevant law enforcement body.

Parent will direct the members of its Board of Directors and of its Executive Leadership Team not to publicly disparage Employee or make any public comments or communications which tend to cast Employee in a negative light.

If Employee breaches this Section 14 Employee accepts and agrees that all monies paid to Employee under this Agreement will be repayable to the Company as a debt and upon demand and that any monies due to Employee under this Agreement shall cease to be payable.

15. Voluntary Execution. Employee hereby acknowledges that Employee has read and understands this Agreement and that Employee signs this Agreement voluntarily and without coercion. Employee further acknowledges that Employee has obtained independent legal advice regarding the matters contained in this Agreement. Employee further acknowledges that the waivers Employee has made in this Agreement are knowing, conscious and voluntary and are made with full appreciation that Employee is forever foreclosed from pursuing any of the rights waived. Upon receipt of an invoice addressed to the Company, the Company shall pay Employee's reasonable attorneys' fees incurred in connection with the negotiation and execution of this Agreement, subject to a maximum amount equal to GBP 5,000.

16. Severability. If any provision of the general release given by Employee under this Agreement is found to be unenforceable or illegal, it will not affect the enforceability of the remaining provisions and the courts may enforce all remaining provisions to the extent permitted by law.

17. Successors and Assigns. This Agreement shall be binding upon the parties' respective representatives, heirs, executors, administrators, successors and assigns, and inures to the benefit of each of the Company's current, former, and future corporate parents, subsidiaries, related entities, affiliates, employee benefit plans, and related entities or corporations and their past and present officers, directors, shareholders, creditors, fiduciaries, agents, employees, partners, attorneys, representatives, promoters, heirs, predecessors, successors, and assigns. The Contracts (Rights of Third Parties) Act 1999 ("*Act*") shall only apply to this Agreement in relation to the Parent and any affiliates and subsidiaries where any term is expressed for such person's benefit and no other third party shall have any rights under it. This Section 17 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. The terms of this agreement may be varied amended or modified or the agreement may be suspended cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded in each case without the consent of any third party.

18. Integration. This Agreement (including the Recitals hereto) together with the documents referred to herein, constitutes a single, integrated, written contract setting forth the entire agreement between the parties, and supersedes any and all prior agreements or understandings, whether written or oral, between the parties regarding its subject matter (including

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any severance and termination benefits provided for in any employment or offer letters or other arrangements with the Company and in any policies promulgated by the Company (formally or informally), as well as in any incentive compensation agreements with or programs sponsored by the Company (formally or informally)). This Agreement can be amended or modified only by a written agreement, signed by all of the parties hereto.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

20. Waiver of Jury Trial. Each party hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

21. Resignation from Director and Officer Positions. Employee hereby agrees to resign from all positions as an officer, director or manager (or any equivalent of the foregoing) of the Company and the Parent, and any of its subsidiaries and affiliates in writing on the Termination Date, which shall be deemed to have been delivered to the Company and the relevant subsidiaries and affiliates as at the date of this Agreement. Employee further agrees to cooperate with the Company in effecting the foregoing, if the Company so requests. Having resigned as an officer and from such other offices and positions which Employee holds with the Parent and any subsidiaries and affiliates with effect from the date of this Agreement, Employee agrees that he will not hold himself out as having continued authority in respect of or in connection with the Company, the Parent or any relevant subsidiaries and/or affiliates of the Company.

22. Effective Date. Employee acknowledges that Employee has been given twenty-one (21) days to consider this Agreement. If Employee elects to execute and deliver this Agreement before the expiration of the twenty-one (21) day period, Employee has done so knowingly and voluntarily. In addition, Employee understands that Employee has up to seven (7) days after executing and delivering this Agreement to rescind this agreement by notifying both Kimberley Nakamaru ([Kimberly.Nakamaru@globaleagle.com](mailto:Kimberly.Nakamaru@globaleagle.com)) and Zant Chapelo at the Company ([zant.chapelo@globaleagle.com](mailto:zant.chapelo@globaleagle.com)) of this fact in writing within the seven (7) day revocation period. The “**Effective Date**” of this Agreement will be the date immediately following the expiration of the seven (7) day revocation period if no revocation has been received.

*(Signature page follows.)*

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IN WITNESS WHEREOF, the parties hereto have executed this Separation Agreement and General Release on the date(s) indicated below.

**EMPLOYEE**

WALÉ ADEPOJU

Signature: /s/ WALÉ ADEPOJU

Date: December 1, 2018

**COMPANY**

GLOBAL EAGLE ENTERTAINMENT LIMITED

By: /s/ Kim Nakamaru

Name: Kim Nakamaru

Title: VP, Interim General Counsel

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**SCHEDULE I****Outstanding Parent Equity Awards**

Set forth below is a schedule of Employee's outstanding Parent equity awards, including the total number of shares subject to each such award and the vested and unvested portions thereof, in each case, as of the Termination Date. For the avoidance of doubt, the below does not reflect the portion, if any, of each award that would vest in accordance with Section 4(b) of the Agreement.

<b>Award Type</b>	<b>Grant Date</b>	<b>Equity Plan</b>	<b>Shares Subject to Award</b>	<b>Exercise Price</b>	<b>Total Vested</b>	<b>Total Unvested</b>
\$4 Phantom Option	06/25/2018	2017	87,961	\$ 2.65	0	87,961
\$8 Phantom Option	06/25/2018	2017	175,921	\$ 2.65	0	175,921
Nonqualified Option	06/05/2014	2013	100,000	\$ 10.57	100,000	0
Nonqualified Option	03/16/2015	2013	42,134	\$ 13.15	38,623	3,511
Nonqualified Option	03/10/2016	2013	63,012	\$ 9.25	42,008	21,004
Nonqualified Option	10/11/2016	2013	90,340	\$ 9.21	47,052	43,288
\$4 PSU	06/25/2018	2017	66,667	\$ 0.00	0	66,667
TSR PSU	09/18/2017	2017	66,738	\$ 0.00	0	66,738
TSR PSU	10/11/2016	2013	18,132	\$ 0.00	0	18,132
RSU	03/16/2015	2013	15,209	\$ 0.00	11,407	3,802
RSU	03/10/2016	2013	22,054	\$ 0.00	11,028	11,026
RSU	12/21/2017	2017	200,236	\$ 0.00	50,059	150,177
RSU	06/25/2018	2017	133,333	\$ 0.00	0	133,333



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London  
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+44 (0) 20 3828 0350

I, Alistair French, of Brahams Dutt Badrick French LLP confirm that I have given independent legal advice to Walé Adepoju of The Fold, Appleton, Oxfordshire OX13 5JZ as to the terms and effect of the above agreement and in particular its effect on the Employee's ability to pursue the Employee's rights before an employment tribunal.

I confirm that I am a "relevant independent adviser" (as such term is defined in section 203 of the Employment Rights Act 1996) and that there is and was at the time I gave the advice referred to above in force a contract of insurance, or an indemnity provided for members of a profession or professional body, covering the risk of a claim by Walé Adepoju in respect of any loss arising in consequence of that advice.

SIGNED

/s/ Alistair French

Alistair French

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Brahams Dutt Badrick French LLP is a limited liability partnership registered in England (Registration Number OC376140). We are authorised and regulated by the Solicitors Regulation Authority. Our registered office is at Monument Place, 24 Monument Street, London EC3R 8AJ. A list of members is available for inspection at our registered office. We use the word "Partner" to refer to a member of Brahams Dutt Badrick French LLP or an employee or consultant who is a lawyer of equivalent standing.





## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“*Agreement*”) is effective as of December 1, 2018 (the “*Effective Date*”) by and between Global Eagle Entertainment Inc., a Delaware corporation, with its principal place of business at 6100 Center Drive, Suite 1020, Los Angeles, CA 90045 (“*Global Eagle*” or the “*Company*”), Flonoe Limited, company number 10780242, having an address at 9 De Montfort Street, Leicester, United Kingdom, LE1 7GE (“*Consultant*”), and, solely for purposes of Section 11(d) of this Agreement, Walé Adepoju (“*Guarantor*”).

In consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

### 1. *Duties of Consultant.*

a. Services. Consultant shall perform the services as may be requested from time to time by Global Eagle (“*Services*”) and as described on the Work Statement attached as Exhibit A hereto. Upon request by Global Eagle, Consultant agrees to submit to Global Eagle in a timely manner and in written or other tangible form, any deliverables or results of Consultant’s work under this Agreement including, without limitation, all deliverables listed in the Work Statement(s), all assigned Inventions as set forth in Section 5 hereof, and all documentation of work performed under this Agreement (collectively, the “*Results*”). At all times before or after completion of the Services, Global Eagle shall have the right to examine the Results and any materials relating thereto to ensure Consultant’s compliance with the provisions of this Agreement. For the Term (as defined below), Consultant’s primary contact with Global Eagle shall be the “*Manager*” specified on the attached Work Statement or such other person designated by Global Eagle. All equipment issued and delivered by Global Eagle to Consultant (if any) to perform the required services under this Agreement shall remain

Global Eagle’s exclusive property at all times.

b. Performance. Consultant’s performance under this Agreement shall be conducted with due diligence and in full compliance with the highest professional standards of practice in the industry with Consultant devoting sufficient time and energy as to timely accomplish the Services. Consultant shall at all times comply with all applicable laws and Global Eagle’s safety, ethical and compliance rules in the course of performing the Services. If Consultant’s work requires a license, Consultant represents that it has obtained that license, and that such license is in full force and effect and will remain in full force and effect during the Term and it is responsible for all insurance, taxes, fees, costs, equipment, expenses and travel expenses in connection with the Services. Consultant may not engage third parties to assist it in the Services, act as a representative or agent of Global Eagle or otherwise bind or obligate Global Eagle in anyway without Global Eagle’s prior written consent.

2. Compensation. The fees and expense reimbursements payable by Global Eagle and the payment terms of such fees and expense reimbursements shall be as set

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forth on the Work Statement. All fees and pre-approved expense reimbursements provided for in the Work Statements are Consultant's sole compensation for rendering the Services to Global Eagle. For the avoidance of doubt, Consultant is responsible for procuring its own administrative support (at its own cost) in support of rendering the Services hereunder.

**3. Term/Termination.** The term of this Agreement (the "**Term**") will commence on the Effective Date and continue, unless terminated earlier pursuant to this Section 3, for a period specified under "**Term**" on the attached Work Statement; *provided, however*, that notwithstanding the foregoing or anything to the contrary in the Work Statement, this Agreement may be terminated by Global Eagle at any time upon giving written notice of termination to Consultant if Consultant breaches any of the terms hereof. In the event of such termination, Global Eagle will be obligated to pay Consultant any outstanding fees or expense reimbursements due under this Agreement only for or in connection with such Services actually then completed by Consultant and reasonably acceptable to Global Eagle as of the date of Global Eagle's termination notice.

**4. Confidentiality.**

a. Proprietary Information. Consultant understands that Global Eagle possesses and will possess Proprietary Information that is important to its business. For purposes of this Agreement, "**Proprietary Information**" is all information that is disclosed to Consultant or that was or will be developed, learned, created, or discovered by Consultant (or others) for or on behalf of Global Eagle, or that became or will become known by, or was or is conveyed to Global Eagle and has commercial value in Global Eagle's

business, or that is developed at Global Eagle's facilities or with use of Global Eagle's equipment. Proprietary Information includes, but is not limited to, information (and all tangible items in any form incorporating, embodying or containing information) relating to (a) all client/customer/vendor lists and all lists or other compilations containing client, customer or vendor information; (b) information about products, proposed products, research, product development, know-how, techniques, processes, costs, profits, markets, marketing plans, strategies, forecasts, sales and commissions, and unpublished information relating to technological and scientific developments; (c) plans for future development and new product concepts; (d) all manufacturing techniques or processes, documents, books, papers, drawings, schematics, models, sketches, computer programs, databases, and other data of any kind and descriptions including electronic data recorded or retrieved by any means; (e) the compensation and terms of employment of Global Eagle employees and terms of engagement with consultants; (f) software in various stages of development, and any designs, drawings, schematics, specifications, techniques, models, data, source code, algorithms, object code, documentation, diagrams, flow charts, research and development, processes and procedures relating to any software; and (g) all other information that has been or will be given to Consultant in confidence by Global Eagle (or any affiliate of it that might be formed) or created by Consultant during the provision of the Services concerning Global Eagle's actual or anticipated business, research or development, or that is received in confidence by or for Global Eagle from any other person or entity. Proprietary Information does not include information that Consultant demonstrates to Global

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Eagle's satisfaction, by written evidence incurred in the ordinary course of business, is in the public domain through lawful means that do not directly or indirectly result from any act or omission of Consultant in breach of its obligations hereunder.

b. Non-Disclosure. Consultant understands that the consulting arrangement creates a relationship of confidence and trust between Consultant and Global Eagle with regard to Proprietary Information. Consultant will at all times, both during and after the Term, keep the Proprietary Information in confidence and trust. Consultant will not, without the prior written consent of an authorized officer of Global Eagle (i) copy, use or disclose any Proprietary Information to any third party (including any subcontractors engaged by Consultant with Global Eagle's consent), (ii) remove any Proprietary Information from the business premises of Global Eagle, or (iii) deliver any Proprietary Information to any person or entity outside of Global Eagle. Consultant may not share any such Proprietary Information with third parties or subcontractors hereunder in furtherance of the Services without Global Eagle's prior written consent. Consultant understands that the Defense of Trade Secrets Act provides certain immunities from liability for confidential disclosure of a trade secret to the government or in a court filing such that an action that would otherwise count as trade secret misappropriation will be immunized if the disclosure (i) is made (1) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, 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 (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

c. Return of Proprietary Information and Property. Consultant agrees that upon termination of this Agreement for any reason, completion of the Services, or upon Global Eagle's request, Consultant shall promptly deliver to Global Eagle all Proprietary Information, any document or media that contains Results (and all copies thereof), and any apparatus or equipment (and other physical property or any reproduction of such property) issued to Consultant by Global Eagle, excepting only Consultant's copy of this Agreement.

#### **5. Ownership and License.**

a. Assignment of Rights. All Proprietary Information, and all patents, patent rights, copyrights, mask work rights, trademark rights, trade secret rights, *sui generis* database rights, and all other intellectual and industrial property rights of any kind anywhere in the world (collectively, the "**Rights**") in connection therewith shall be the sole property of Global Eagle. Consultant hereby irrevocably assigns to Global Eagle, without further consideration, any and all Rights that Consultant may have or acquire in the Proprietary Information and the Results.

b. Disclosure of Inventions. Consultant will promptly disclose in writing to Global Eagle's Designated Representative all "**Inventions**" (which term includes patentable or non-patentable inventions, original works of authorship, derivative works, trade secrets, technology, computer software, application programming

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interfaces, ideas, designs, formulas, processes, trademarks, service marks, patents, copyrights, techniques, know-how and data, and all improvements, rights, and claims related to the foregoing) made, conceived, reduced to practice, or developed by Consultant, either alone or jointly with others, during the Term that relate to Global Eagle's business, relate to demonstrably anticipated research or development of Global Eagle, or that result from any of the Services that Consultant has performed, or will perform, for Global Eagle. Consultant will not disclose Inventions covered by this Section 5.b. to any person outside of Global Eagle unless requested to do so by management personnel of Global Eagle.

c. Assignment of Inventions. Consultant agrees to irrevocably assign to Global Eagle, without further consideration, all right, title, and interest that Consultant may presently have or acquire (throughout the United States, United Kingdom and in all foreign countries), free and clear of all liens and encumbrances, in and to each Invention requiring disclosure under Section 5.b. hereof, which shall be the sole property of Global Eagle, whether or not patentable. Without limiting the foregoing, Consultant agrees that any such Invention comprising an original work of authorship shall be deemed to be a "work made for hire" and that Global Eagle shall be deemed the author thereof under the U.S. Copyright Act (Title 17 of the U.S. Code), provided that in the event and to the extent any such Invention is determined not to constitute a "work made for hire" as a matter of law, Consultant hereby irrevocably assigns and transfers to Global Eagle all right, title and interest in and to any such Invention including, without limitation, all copyrights.

d. Cooperation. Consultant agrees to perform, during and after the Term, all acts deemed necessary or desirable

by Global Eagle to permit and assist it, at Consultant's hourly rate as listed in the Work Statement (or, if no hourly rate is specified in the Work Statement, at such rate Global Eagle in its sole discretion deems reasonable), in evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and/or Consultant's assignments herein. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Consultant hereby irrevocably designates and appoints Global Eagle and its duly authorized officers and agents, as Consultant's agents and attorneys-in-fact, with full power of substitution, to act for and in behalf and instead of Consultant, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Consultant.

e. Moral Rights. Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, "**Moral Rights**"). Consultant waives all Moral Rights including, without limitation, under chapter IV of the U.K. Copyright, Designs and Patents Act 1988 and any other such rights which Consultant may have in the Inventions, Proprietary Information and/or the Results wherever in the world. To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Consultant hereby ratifies and consents to any action of Global Eagle that would violate such Moral Rights in the absence of such ratification/consent. Consultant will confirm any such

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ratifications and consents from time to time as requested by Global Eagle.

f. Excluded Inventions. Consultant has attached hereto as Exhibit B a complete list of all existing Inventions to which Consultant claims ownership as of the date of this Agreement and that Consultant desires to specifically clarify are not subject to this Agreement. Consultant represents that Exhibit B hereto is accurate and complete. If Exhibit B hereto contains no such Inventions, Consultant represents that Consultant has no such Inventions at the time of signing this Agreement.

h. License. If any Rights or Inventions assigned hereunder or any Results are based on, or incorporate, or are improvements or derivatives of, or cannot be reasonably made, used, modified, maintained, supported, reproduced and distributed or otherwise fully exploited without using or violating technology or Rights owned or licensed by Consultant and not assigned hereunder, Consultant hereby grants Global Eagle a perpetual, irrevocable, worldwide, fully paid-up, royalty-free, nonexclusive, sublicensable right and license to exploit and exercise all such technology and Rights in support of Global Eagle's exercise or exploitation of any Results or assigned Rights or Inventions (including any modifications, improvements and derivatives works thereof).

j. Privacy. In this clause "Privacy Notice" means a notice (or notices) providing information under Articles 13 and 14 of the E.U. General Data Protection Regulation together with any applicable local data protection laws regarding the processing of the personal data of Consultant in connection with this Agreement. Global Eagle will process the personal data of Consultant as set out in the Privacy Notice and in any documents

referred to in that Privacy Notice. Consultant acknowledges receipt of the Privacy Notice and confirms that Consultant has read and understood it. The Privacy Notice may be amended from time to time by Global Eagle and is available for review upon request by Consultant. Consultant shall provide a copy of the Privacy Notice to any third parties engaged by Consultant in the provision of the Services and procure confirmation that they have read and understood it. Consultant recognizes and agrees that it has no expectation of privacy with respect to Global Eagle's telecommunications, networking, or information processing systems (including, without limitation, stored computer files, e-mail messages and voice messages) and that Consultant's activity, and any files or messages, on any of those systems may be monitored at any time without notice. Consultant and any third parties engaged by Consultant must keep Global Eagle informed of any changes to any personal data which has been provided by Consultant.

**6. Independent Contractor.** Nothing in this Agreement shall be construed or have effect as constituting any relationship of employer and employee or worker, agency, or joint venture between Global Eagle or any of its subsidiaries or affiliates and Consultant (or any others Consultant engages with or employs for the provision of the Services). Consultant is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations including, without limitation, any applicable national insurance contributions, Workers' Compensation Insurance, Unemployment Insurance, or State Disability Insurance. Consultant agrees that it is solely responsible for the payment of compensation or other amounts owing to its employees, subcontractors, representatives and agents arising out of the provision of the

Services. Consultant understands and agrees that Consultant shall not be considered as having employee status with Global Eagle and Consultant will not participate in any plans, arrangements, or distributions by Global Eagle pertaining to or in connection with any pension, stock, bonus, profit-sharing, or other benefit program Global Eagle may have for its employees. Consultant has no authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf of Global Eagle. Consultant agrees to defend, indemnify and hold Global Eagle harmless from any and all claims made by any person or entity on account of an alleged failure by Consultant to satisfy any tax, withholding, or other similar regulatory or statutory obligations, or arising out of the Consultant being classified as Global Eagle's employee or worker, as well as arising out of Consultant's employment or engagement of other persons to provide the Services. Global Eagle shall issue Form 1099 records for its payments to Consultant made pursuant to this Agreement and shall not be subject to withholding for income tax, social security, or unemployment compensation unless and until the laws or regulations with respect thereto require such withholdings to be made with respect to payments to bona fide independent contractors. Consultant understands that Global Eagle will be required to report payments to Consultant to U.S. federal and state income taxing authorities. Consultant further agrees to accept exclusive liability for the payment of taxes or contributions for unemployment and health insurance, retirement benefits, annuities and/or social security payments that Consultant pays or owes to Consultant's employees, agents, or subcontractors, if any, and to reimburse and indemnify Global Eagle for such taxes or contributions or penalties which Global Eagle may be compelled to pay. Consultant also agrees to

comply with all valid administrative regulations respecting the assumption of liability for such taxes and contributions to any applicable tax authority including within the country in which Consultant works and resides at any time during the Term. Consultant understands and agrees that the manner in which Consultant performs the Services is in Consultant's discretion and control, provided that such Services are to be provided by Consultant and not by others, and that the Company shall not supervise or direct Consultant's performance of those Services. In carrying out the Services, Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services.

**7. Representations and Warranties.** Consultant represents and warrants that, as of the Effective Date and at all times during and after the Term: (a) Consultant's performance of the Services and all terms of this Agreement has not breached and will not breach any agreement that Consultant has with another party including, without limitation, any agreement to keep in confidence proprietary information acquired by Consultant in confidence or trust prior to the execution of this Agreement; (b) Consultant is not and will not be bound by any agreement, nor has assumed or will assume any obligation, which would in any way be inconsistent with the Services to be performed by Consultant under this Agreement; (c) in performing the Services, Consultant will not use any confidential or proprietary information of another party, or infringe the Rights of another party, nor will Consultant disclose to Global Eagle, or bring onto Global Eagle's premises, or induce Global Eagle to use any confidential or proprietary information of any person or entity other than Global Eagle or Consultant; and (d) all of Consultant's employees and contractors, as applicable, performing any of the

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Services (but which contractors Consultant may only engage with Global Eagle's prior written consent) have executed and will execute written non-disclosure, assignment of rights and other appropriate agreements sufficient to protect the confidentiality of the Proprietary Information, and sufficient to allow Consultant to grant the assignments and licenses to Global Eagle as provided herein. Consultant is liable for any breach by such employees and contractors of the foregoing confidentiality agreements and obligations. Consultant maintains (and will maintain during the Term) all types of insurance (including errors and omissions coverage) sufficient for the Services hereunder and in an amount customary for the industries in which Consultant operates.

**8. Indemnity.** Consultant will defend, indemnify and hold Global Eagle and its affiliates (and their respective employees, directors and representatives) harmless against any and all loss, liability, damage, claims, demands or suits and related costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising or resulting, directly or indirectly, from (i) any act or omission of Consultant (its employees or independent contractors) or Consultant's (its employees' or independent contractors') breach of any representation, warranty or covenant of this Agreement, or (ii) infringement of any third-party intellectual property rights by the Results, Global Eagle's use of the Results or Consultant's performance of the Services. Consultant understands that its use of third parties to perform Services must be authorized in writing by Global Eagle in advance, and Consultant shall be responsible for all Services performed by such third parties.

**9. Restrictive Covenants.** Nothing in this Agreement shall prevent the Consultant from being engaged, concerned or having a financial

interest in any capacity in any other business, trade, profession, or occupation during the Term, provided that such activity does not cause a breach of any of the Consultant's obligations under this Agreement, the Separation Agreement and General Release entered into between the Consultant and Global Eagle Entertainment Limited on or around the date of the this Agreement ("**Separation Agreement**"), and the Consultant shall not engage in any such activity if it relates to a business which is similar or in any way competitive with the business of Global Eagle without the prior written consent of Global Eagle. During the Term and thereafter, Consultant acknowledges and agrees to abide the terms and conditions of the Employee Statement & Agreements Regarding Confidentiality, Proprietary Information, Invention Assignment, Non-Competition and Non-Solicitation (the "**Restrictive Covenant Agreement**") referred to in Section 12 of the Separation Agreement, which are incorporated herein by reference as if fully set forth herein; provided, that the twelve (12) month period referenced in Section 2 of the Restrictive Covenant Agreement shall commence upon the expiration of the Term of this Agreement. Consultant acknowledges and agrees that the provisions of this Agreement relating to non-disclosure of confidential information, protection of intellectual property rights, non-solicitation, non-competition and non-disparagement are in addition to, and not in lieu of, any restrictive covenants set forth in any other written agreement between the Company and its affiliates, on the one hand, and Consultant, on the other hand, including, without limitation, the applicable provisions of the Restrictive Covenant Agreement and the Separation Agreement.

**10. No Disparagement.** During the Term and thereafter, Consultant agrees that Consultant will not disparage Global Eagle, or its subsidiaries' or affiliates', relationships with past, current, or prospective employees, employers, stockholders, affiliates, subsidiaries, acquirers, successors in interest, joint venturers, customers, service providers, or vendors, *provided, however*, that no action

taken by Consultant in exercise of its legal or equitable rights to preserve its assets or to maintain its business competitiveness, including but not limited to the protection of its intellectual property, trade secrets, and confidential information, will be construed as a breach of this provision by the Consultant. For purposes of this Section 10, the term “*prospective*” shall refer to pending efforts by Global Eagle to solicit, or negotiate the terms of, a business, employment, or sales relationship to which the Consultant knows or reasonably should know is occurring. During the Term and thereafter, the Company will direct the members of its Board of Directors and of its Executive Leadership Team not to publicly disparage Consultant or make any public comments or communications which tend to cast Consultant in a negative light.

#### **11. Miscellaneous.**

a. Governing Law. Consultant agrees that any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof.

b. Arbitration/Forum Selection: Any dispute, claim or controversy arising out of or relating to this Agreement, including, but not limited to, the breach, termination, enforcement, interpretation or validity thereof, and including, but not limited to, the determination of the scope or applicability of this agreement to arbitrate, if brought by Consultant, shall only be determined by arbitration in Los Angeles, California, which is the location of Global Eagle’s principal place of business and both parties hereby consent to such exclusive location and process. The arbitration shall take place before one arbitrator and administered by either JAMS or ADR Services, Inc., at the option of the Company.

The judgment on the arbitration award may only be entered in the state and federal courts having within their jurisdiction the location of Global Eagle’s principal place of business which is Los Angeles, California, and Consultant hereby consents to such exclusive jurisdiction. This clause (b) shall not however preclude Consultant from seeking provisional remedies in aid of arbitration. However, the sole jurisdiction for Consultant seeking provisional relief shall be the state and federal courts having within their jurisdiction the location of Global Eagle’s principal place of business, which is Los Angeles, California, and Consultant hereby consents to such jurisdiction. If for any reason this arbitration agreement is found unenforceable (such as by waiver or otherwise) in whole or in part, then the sole jurisdiction for actions related to the subject matter of this Agreement shall be the state and federal courts having within their jurisdiction the location of the Company’s principal place of business, which is Los Angeles, California, and both parties hereby consent to such jurisdiction.

c. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or excluded from this Agreement to the minimum extent required, and the balance of the Agreement shall be interpreted as if such provision was so limited or excluded and shall be enforceable in accordance with its terms.

d. Assignment. This Agreement (together with all attached exhibits) shall be binding upon Consultant, and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, and personal representatives; *provided, however*, that Consultant shall not assign any of its rights or delegate any of its duties hereunder without Global Eagle’s prior written consent



and any attempted assignment or delegation will be void. Notwithstanding anything to the contrary in this Agreement, Guarantor jointly and severally guarantees both the performance and payment obligations of Consultant pursuant to this Agreement.

e. Entire Agreement/Modifications. This Agreement (together with all executed Work Statements and attached exhibits) contains the entire understanding of the parties regarding its subject matter. This Agreement may only be modified by a subsequent written agreement executed by authorized representatives of both parties.

f. Notices. All notices required or given under this Agreement shall be addressed to the parties at the addresses shown in any "Notices" section of each Work Statement (or such other address as may be provided by written notice in accordance with this Section 11.f.) and shall be deemed given upon receipt (or, if not received sooner, three (3) days after deposit in the U.S. mails) when delivered by registered mail, postage pre-paid, return receipt requested, by facsimile (with a confirmation copy sent by registered mail) or by commercial overnight delivery service with tracking capabilities.

g. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and necessary disbursements, in addition to any other relief to which the party may be entitled.

h. Limitation of Consequential Damages/Remedies. Any claim by Consultant arising under this Agreement shall not exceed the fees paid or payable to Consultant pursuant to this Agreement. EXCEPT AS SET FORTH IN THIS

PARAGRAPH, IN NO EVENT WILL THE COMPANY, ITS PARENT(S), SUBSIDIARIES OR ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS OR SUBCONTRACTORS, BE LIABLE TO CONSULTANT OR ANY OTHER PERSON FOR: (I) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF CONSULTANT OR SUCH OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) PUNITIVE OR EXEMPLARY DAMAGES, LOSS OF ANTICIPATED PROFITS, LOST BUSINESS, LOSS OF COMMERCIAL REPUTATION, OR OTHER ECONOMIC LOSS.

Consultant recognizes that nothing in this Agreement is intended to limit any remedy of Global Eagle under the California Uniform Trade Secrets Act and that Consultant could face possible criminal and civil actions, resulting in substantial monetary liability if Consultant misappropriates Global Eagle's trade secrets. In addition, Consultant recognizes that a violation of this Agreement could cause Global Eagle irreparable harm, the amount of which may be extremely difficult to estimate, thus, making any remedy at law inadequate. Therefore, Consultant agrees that Global Eagle shall have the right to apply to the state and federal courts having within their jurisdiction the location of Global Eagle's principal place of business, which is Los Angeles, California, for the provisional remedy of an order restraining any breach or threatened breach of this Agreement and for any other relief Global Eagle deems appropriate without being required to post any bond or other security. This right shall be in addition to any other

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remedy available to Global Eagle in law or equity.

i. Survival. The provisions of this Agreement that may be reasonably interpreted as surviving its termination, including the applicable provisions of Sections 3-11 hereof, shall continue in effect after termination of this Agreement. Global Eagle is entitled to communicate Consultant's obligations under this Agreement to any future client or potential client of Consultant.

j. Execution. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographed copies of such signed counterparts may be used in lieu of the originals for any purpose.

k. Advice of Counsel. Each of the parties to this Agreement expressly acknowledges that it participated in the drafting of this Agreement. This Agreement is the product of arms'-length negotiations. The parties have read this Agreement completely, have had the advice and assistance of competent counsel and have

not been influenced to any extent whatsoever by any representations or statements by any party or its agents other than those contained in this Agreement. Accordingly, the language contained within and comprising this Agreement shall not be construed in favor of or against any one party on the grounds that the party drafted the Agreement.

l. Anti-Corruption. Each party will comply with all applicable anticorruption laws (for example, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act), including those that prohibit the promise, the payment, the authorization, or the giving directly or indirectly of money or things of value to any person or entity (including government officials, members of royal families, employees of state-owned enterprises and any related parties such as family members of those groups) corruptly to (a) influence any official act or decision; (b) secure any improper advantage; (c) obtain or retain business, or to direct business to any person or entity; or (d) induce or reward any favorable action in any matter related to the subject of this Agreement.

*(Remainder of Page Intentionally Blank.)*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**CONSULTANT**

Signature: /s/ Walé Adepoju

Name: Walé Adepoju

Title: Director

**GUARANTOR**

Signature: /s/ Walé Adepoju

Printed Name: Walé Adepoju

**GLOBAL EAGLE ENTERTAINMENT INC.**

Signature: /s/ Kim Nakamaru

Name: Kim Nakamaru

Title: VP, Interim General Counsel

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## EXHIBIT A

### WORK STATEMENT

1. General

This Work Statement defines work to be done for Global Eagle Entertainment Inc. (“**Global Eagle**” or the “**Company**”) by Walé Adepoju (“**Consultant**”) under that certain Consulting Services Agreement to which this Exhibit is attached (“**Agreement**”). Capitalized terms used but not otherwise defined in this Work Statement shall have the meanings ascribed to such terms in the Agreement.

2. Description of Project/Services

During the Term, Consultant shall provide the following Services to the Company: (i) assist with mergers and acquisitions, strategic initiatives, and corporate development activities; (ii) assist with integration and organizational advisory services as directed by the Manager; (iii) serve of the board of directors of the Santander joint venture on behalf of the Company (the “**JV Board**”); and (iv) perform such other reasonable services as may be requested by the Manager from time to time.

3. Manager

Chief Executive Officer of the Company.

4. Term

The Term shall be an initial period commencing on the Effective Date and continuing until the date that is six (6) months following the Effective Date (the “**Initial Term**”). The Term shall be extended automatically by successive one (1) month periods upon the expiration of the Initial Term and any renewal period thereafter unless either the Company or Consultant provides the other party with written notice of an intention to terminate the Term at least thirty (30) days prior to such expiration or renewal date. The term “Term” shall include any such automatic one (1) month extensions.

5. Fees

The Company’s subsidiary, Global Eagle Entertainment Limited (“**Global Eagle Ltd.**”) shall pay to Consultant a consulting fee equal to GBP 13,735 plus applicable VAT (the “**Consulting Fee**”), which Consulting Fee is intended to correspond with Consultant providing approximately fifty percent (50%) of the services that Consultant provided to the Company and its affiliates immediately prior to the commencement of the Term, for each month during the Term, which shall be pro-rated for partial months of service. In the event that the scope of Consultant’s services materially increases during the Term, the Company and Consultant shall negotiate in good faith to adjust the amount of the Consulting Fee. Consultant shall invoice Global Eagle Ltd. for the Consulting Fee monthly in advance, but

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in no event earlier than the first day of the applicable month, and Global Eagle Ltd. shall remit payment within thirty (30) days following receipt of such invoice.

In addition, (x) to the extent that Consultant is requested to, and agrees to, serve on the JV Board, Consultant shall be covered by the applicable directors and officers liability insurance policy maintained by the Company, subject to, and in accordance with, the terms and conditions of such policy and (y) Global Eagle Ltd. 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 Global Eagle Ltd.'s expense and travel reimbursement policies. For the avoidance of doubt, the expense reimbursement in the foregoing clause (y) will not apply with respect to Consultant's personal insurance and overhead costs.

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**EXHIBIT B**

**DISCLOSURE OF INVENTIONS**

The following is a complete list of Inventions relevant to the performance of the Services for Global Eagle Entertainment Inc. (“*Global Eagle*” or the “*Company*”) that have been made or conceived or first reduced to practice by Consultant alone or jointly with others prior to the execution of that certain Consulting Services Agreement to which this Exhibit B is attached (“*Agreement*”) entered into between Consultant and Global Eagle that Consultant desires to clarify are not subject to the Agreement.

X	No Inventions
	See below
	Additional sheets attached

**CONSULTANT**

/s/ Walé Adepoju  
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Walé Adepoju