

**R PRODUCTIONS, INC.**

120 Wooster St.  
New York, NY 10012  
(212) 941-9009

**COMPENSATION & EMPLOYMENT AGREEMENT FOR  
KATHARYN PINDER, VICE PRESIDENT OF BUSINESS DEVELOPMENT**

This agreement between **DEVLINHAIR PRODUCTIONS, INC. ("DHP")** and **Katharyn Pinder ("Katharyn Pinder")** shall be in full force and effect from and after the date hereof and shall remain in full force and effect until terminated by either party effective December 7, 2016 and thereafter renewable annually following a performance review.

**A. Compensation & Role**

You are being hired by DHP to head your own semi-autonomous "Group." DHP will create a subsidiary as a disregarded entity to handle your Group's specific expenses and compensation outside the scope of DHP finances as a closed universe.

Your compensation will be a 33% net profit share of the Group's profits within each annual calendar period after all DHP expenses advanced and services used have been returned. Distributions of net profits earned in connection with each project credited to the Group will be made within ten days after DHP receives final payment from the applicable client. Beginning January 1, 2017 you will also be entitled to an annual draw of \$150,000.00, advanced bi-weekly. The draw will be deducted from your share of the net profits, provided that the amount of the draw offset against your share of the net profits will be reduced by the compensation earned for work you perform as an event planner during the applicable period at the rate of \$950 per day and \$95 per hour. For example, if you work 30 days for a client, you would earn \$28,500 (\$950 x 30 days) and the amount of the draw deducted from your net profits would be reduced to \$121,500.

From the effective date until December 31, 2016 you will be entitled to a monthly salary amount of \$12,500 per month that will not be drawn against your profits.

You are responsible to prepare budget analysis and calculate your expenses for all of your Group's operations and have them approved by DHP's Co-founders prior to the advances needed. DHP will provide budget analysis and costs of their corporate services, if any, prior to your use, and you will be billed accordingly with your approval.

Sales expenses incurred in connection with a successful proposal to a client will be included as expenses in the Group. With respect to sales expenses incurred in connection with any Lost Proposal (a sales pitch that is unsuccessful), 33% of the sales expenses incurred will be reimbursed to DHP from the net profits otherwise due to you, including without limitation any costs of business travel or costs incurred on the Company's credit card.

Your title is Vice President of Business Development. You report to Dorothy Devlin Co-Founder of DHP. For clarity, you will not be required to report to Mary Catherine O'Neal. Attached as Exhibit A is a list of client accounts for which you

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