

[REDACTED] e Partners, LLC
Employment Contract

This Employment Agreement (the "Agreement") is made of this 18th day of February 2019 (the "Effective Date") by and between [REDACTED] ("Employee") and W [REDACTED] ce Partners, LLC ("Employer" or "Company") – each a "Party" and collectively, the "Parties". The Agreement is for a one-year period, commencing on the first day of employment pursuant to Paragraph 2 below, on which day the terms of this Agreement become effective. The Parties agree and covenant to be bound by the terms set forth in this Agreement as follows:

1. **Employment.** Employer shall employ Employee as Global Head of Entertainment on a full-time basis under this Agreement. Employee shall report directly to Peter Kemp, Chief Executive Officer of Employer. Employee shall have the following duties and undertake the following responsibilities:
 - Utilize full capabilities and contact network to oversee, conceptualize, create and execute all entertainment-based experiences for the Company.
2. **Performance of Duties.** Employee shall perform assigned duties and responsibilities in a professional manner, in good faith, and to the best of the Employee's skills, abilities, talents, and experience.
3. **Start Date.** Employee's employment under this Agreement shall begin on Tuesday, April 2nd, 2019 ("Start Date") or a date mutually agreed upon in writing by the Parties. EMPLOYER IS TO NOTIFY THE EMPLOYEE IN WRITING 60 DAYS PRIOR TO THE END OF THE AGREEMENT OF THE EMPLOYER'S DESIRE TO EXTEND THE AGREEMENT FOR A SUBSEQUENT ONE-YEAR PERIOD. THE EMPLOYER IS OBLIGATED TO PROVIDE THE CONTRACT OFFER AT THAT TIME IN WRITING. THE EMPLOYEE IS OBLIGATED TO REPLY IN WRITING BY 30 DATES FROM RECEIPT OF SAID EMPLOYER NOTIFICATION IN WRITING.
4. **Compensation.**
 - A. **Base Salary.** As compensation for the services provided by Employee under this Agreement, Employer will pay Employee US\$600,000 per year. The amount will be paid to Employee twice a month on the 1st and 15th of the month – starting with April 15th, or approximately 15 days after the start date, pursuant to Paragraph 2 above. Employer shall deduct or withhold any and all federal income and social security taxes and state and local taxes as required by law. Employee will receive a guaranteed one-time upfront payment of \$50,000 ("Signing Bonus") on Monday, May 6th, 2019, or approximately 30 days after the Start Date.
 - B. **Overtime.** Employee shall not receive overtime compensation for services performed as a salaried or exempt employee.
 - C. **Equity.** Employee shall be issued 2.5% of the initial authorized shares (30,000,000 @\$2.50 par) with vesting beginning with 25% on Employee's six (6) month employment anniversary of the vesting Start Date, and an additional 25% of total shares vesting every six months with a total vesting period of 24 months. In the event that Employer either is acquired or makes an initial public offering of stock at any date after Employee's Start Date, all of Employee's unvested shares shall accelerate and vest immediately; Employee shall have the option to exercise these options as if they had vested according to the schedule set out in this Agreement or as otherwise agreed to in writing by the Parties.