

CONFIDENTIAL TRANSITION AGREEMENT

This Employment Agreement ("Agreement") is entered into by and between Mr. Harvey Weinstein ("Weinstein"), and Mr. [REDACTED] the "Employee" or "you"), (collectively, the "Parties"), and made effective October 6, 2017 at close of business (the "Effective Date").

WHEREAS, the Employee desires employment with Weinstein Live Entertainment ("WLE") and Weinstein desires the same;

WHEREAS, the Parties endeavor to ensure that the Employee shall have a smooth and amicable transition from his previous employment with The Weinstein Company, LLC ("TWC") to his new employment with WLE;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Termination of Prior Agreements and Understandings.

The Parties agree that any prior agreements and understandings between them regarding the subject matter of the Agreement and/or Employee's employment or engagement with The Weinstein Company, LLC whether oral or written and of whatever nature, are hereby cancelled, terminated, and superseded by the Agreement and shall be of no further force or effect.

2. Employee's Cessation of Prior Employment.

The Employee intends to resign employment with the Company as of Tuesday, October 10, 2017.

Employee agrees to immediately (*i.e.*, October 6, 2017 or October 7, 2017), at Weinstein's option, meet with Weinstein's designated representatives, to the best of his ability truthfully answer any and all questions and turn over any and all requested documents related or connected to his employment at TWC that are in his possession or to which he has reasonable access. Employee further agrees to promptly and fully respond to any follow up requests for information from Weinstein's representatives. To the extent Employee may suffer any out-of-pocket costs, losses, or expenses reasonably related to or in connection with her performance of any obligations in this Paragraph (including without limitation with regard to any continuing obligations to provide information), Weinstein agrees to reimburse Employee for any such reasonable costs, expenses, or losses.

3. General Employment Terms.

(a) If Employee, at his own election, resigns from his employment at TWC, Weinstein has offered, and Employee has accepted employment at WLE for the position of Executive Vice President of Operations at WLE, which is to be compensated at a rate of \$450,000.00 (Four Hundred and Fifty Thousand Dollars) per annum to be paid semi-monthly or bi-weekly, in



Confidential

Page | 2

accordance with WLE's usual payroll practices (the "Employment"). Employee shall additionally be provided with medical, vision, and dental coverage that is substantially the same as he received in his employment with TWC at the time of his resignation, except WLE shall cover the entire cost of such coverage for the duration of the Term or Separation Term (as defined in 3(b), *infra*) and Employee shall not incur any cost in relation to such coverage. In addition to the foregoing, the Employee shall have access to all other fringe and employee benefits that may be offered to him in accordance with WLE company policy.

(b) The term of the Employment shall commence on Wednesday, October 11, 2017 and shall continue for a period of one (1) year (the "Term"). In the event the Employee's Employment ceases for any reason except for gross misconduct as determined by an arbitrator in binding arbitration in New York at the American Arbitration Association, the Employee shall be entitled to timely receive from Weinstein a payment in the amount of his entire yearly salary of \$450,000.00 (Four Hundred and Fifty Thousand Dollars) per annum (less any amounts he already received by way of his usual bi-weekly or semi-monthly wages), and shall additionally be entitled to continue to receive any and all medical, dental, and vision coverage and benefits as described in Paragraph 3(a), or the amounts equal to cover COBRA payments for the same for the remainder of the period of the Term (the "Separation Term").

(c) Throughout the duration of the Employment, Employee may work from home and telecommute regularly, with such telecommuting schedule to be determined in accordance with the operational needs of WLE but amounting to approximately three (3) days per week, barring extenuating circumstances.

(d) To the extent WLE fails to perform or effect any of the terms set forth in this Agreement, Weinstein agrees to be personally responsible for and personally guarantee all terms in this Agreement, including without limitation with respect to any payments to be made or benefits to be conferred as set forth in Paragraphs 3(a) and 3(b), and additionally, in the event WLE refuses to commence the Employment or continue to employ Employee according to the terms of this Agreement for any reason, Weinstein shall make all payments and confer all benefits that Employee would otherwise have received if he were employed in the Employment for the entire duration of the Term.

4. No Admissions.

This Agreement does not constitute an admission by either Party of any violation of any contract or of any statutory, constitutional or common law of the United States of America or of any state or local government, and the Parties deny any such liability.

5. No Third Party Beneficiaries.

This Agreement does not confer any right to a benefit upon any individuals except the Parties and their representatives, heirs, and assigns.

6. Confidentiality and Non-Disclosure.



Confidential  
Page | 3

The Parties agree that the terms and conditions in this Agreement and existence of this Agreement shall be kept and shall remain strictly confidential and may not be disclosed to third parties, except to the extent that disclosure may be made on a need-to-know basis solely to legal or financial advisors or as is required by law or regulations of any governmental authority or as hereinafter set forth. Notwithstanding the foregoing, the Employee may disclose such information only to a member of his immediate family, his attorney, or his financial advisor, on a need-to-know basis, provided that Employee notifies each person with whom he plans to share such information of the confidentiality provisions herein, and each person thereafter expressly and clearly agrees to maintain the confidentiality of the information and Employee reasonably believes that they will do so. In the event Employee learns that a person or entity with whom he had shared such information has disclosed or is reasonably likely to disclose such information, Employee must notify Weinstein of such disclosure or impending disclosure as soon as is practicable. Additionally, Employee agrees to provide Weinstein with immediate notice and a copy of any subpoena or other legal requirement that may require him to make any otherwise prohibited disclosure, prior to making any such disclosure to the extent practicable. Notwithstanding the foregoing, nothing in this paragraph shall prevent Employee from participating in an investigation by a federal, state or local governmental agency.

7. Choice of Law; Forum Selection.

Any dispute concerning the meaning, proper interpretation, enforcement, or alleged breach of this Agreement, or arising from or relating to the Employee's employment by or separation from TWC or WLE, shall be governed by and construed in accordance with the laws of the State of New York, and the Parties hereby consent to the sole jurisdiction of either the Courts of the State of New York or the United States Courts located in the State of New York.

8. Positive Reference, Amicable Relations.

In consideration of Employee's exemplary performance and professionalism during the course of his employment, which the parties hereby agree to and acknowledge, Weinstein agrees to provide Employee within fifteen (15) calendar days from the Effective Date a detailed and wholly positive "glowing" letter of reference that he may provide to future potential employers and other parties interested in engaging his services after the Term or Employee's termination from the Employment, the precise content of which shall be determined by the Parties in good faith. The Parties agree further to engage in good faith cooperation and amicable relations, and not disparage the other's professionalism or character.

9. Indemnification.

Weinstein will indemnify, defend, and hold the Employee, his representatives, and his successors and assigns (the "Indemnified Parties") harmless, including by advancing any costs or fees, against any tax, loss, cost, liability or expense including, without limitation, claims, threats, costs and expenses of litigation, hearings or investigations, and/or attorneys' fees incurred or suffered the Indemnified Parties, concerning or arising out of: (a) Weinstein's failure to comply with or breach of any representation, warranty, or obligation under this Agreement and/or arising out of or in connection with the ~~Settlement, for or on behalf of such litigation, claims, or damage is not solely caused by~~

Agreement;

HW  
by  
LJB



Confidential

Page | 4

~~and, (b) any claims related or connected in any way with~~ *HW by LB*  
Employee's employment with TWC or WLE, including without limitation regarding any injuries incurred, financial or otherwise, claims for breach of contract, or breach or dereliction of any obligation to TWC and/or WLE.

10. Miscellaneous Provisions; Fees.

(a) No oral understandings, statements, promises or inducements contrary to the terms of the Agreement exist. No modification, alteration or amendment of this Agreement will be valid or binding unless in writing and signed by the party to be charged with such modification, alteration, or amendment.

(b) Should any provision of this Agreement be held invalid, illegal or unenforceable, it shall be deemed to be modified so that its purpose can lawfully be effectuated and the balance of the Agreement shall remain in full force and effect.

(c) The headings in this Agreement are inserted for reference and convenience only and are not intended to be a part of, or affect the interpretation of, this Agreement.

(d) This Agreement may be executed in any number of counterparts and all said counterparts, when executed and delivered via facsimile or electronic transmission (e.g., pdf via email), shall be binding on the Parties hereto and inure to their benefit and be deemed originals for all purposes.

(e) No waiver of any failure of a party to perform under this Agreement will be deemed a waiver of any preceding or succeeding breach of the same or any other obligation.

(f) The Parties agree and acknowledge that the Agreement is the product of arm's length negotiations and is not intended to be construed against either Party, regardless of which party may be considered the Party to have drafted the Agreement.

(g) All terms that logically can or ought to survive termination of this Agreement, shall survive termination of this Agreement.

*twenty-one (21) HW by LB*  
(h) Within ~~fifteen (15)~~ calendar days of the Effective Date of this Agreement, Weinstein shall pay to Employee an amount equal to Employee's actual legal fees and costs incurred in connection with or related to Employee entering this Agreement as shall be reflected by Employee's counsel's records and/or invoices, to be paid as one lump sum payment by check hand delivered to the office of Employee's counsel.

By signing this Agreement, the Parties hereby expressly agree that the Agreement shall be given full force and effect, that they understand and acknowledge the significance of the Agreement, and they have been fully informed of this Agreement's contents, conditions and effect, that no promise or representation of any kind has been made by or on behalf of any party, except as is expressly stated

Confidential  
Page | 5

in this Agreement, that they have relied solely and completely upon their own judgment in executing this Agreement and have had ample opportunity to fully consider this Agreement and seek the advice of counsel before signing this Agreement.

**SIGNED AND AGREED TO:****Mr. Harvey Weinstein**Signed [Signature] Dated this 10/6/2017 day of \_\_\_\_\_, 2017

Mr. [REDACTED]

Signed [Signature] Dated this 7 day of October, 2017

Witness/Notary:

Signed [Signature] Dated this 7 day of Oct, 2017

ALEXIS SCOTT BERKOWITZ  
Notary Public, State of New York  
Registration #028E6272828  
Qualified In Kings County  
Commission Expires Nov. 26, 2020