

[REDACTED]

[REDACTED]

I have provided this extract from the non-disclosure agreement I entered into as further written evidence in connection with the Committee's inquiry into sexual harassment in the workplace. I am content for this to be published by the Committee.

Kind regards,

Zelda

March 2018

of such publicity material and the Company's written human resources policies will then, on written request by your solicitor to Mark Mansell at Allen & Overy, be supplied to your solicitor (who shall for the purposes of this Agreement be [REDACTED] at Simons Muirhead & Burton) solely for your records, provided that you shall only be entitled to make such request once in the period of 3 years commencing on the date of this Agreement. The Company will also advise new employees about its human resources policies and the existence of such complaint handlers. Further, for a period of 3 years after the date of this Agreement, the Company will, on a written request by your solicitors to Mark Mansell at Allen & Overy, provide written confirmation that it has complied and will continue to comply with its obligations under this clause, provided always that such request by you shall not be made more than once in any year following the date of this Agreement.


Notwithstanding anything contained in this paragraph to the contrary, the Company may establish an alternative structure to the three corporate complaint handlers referred to above provided that such alternative structure provides no less effective an opportunity for any alleged violations of the Company's human resources policies to be addressed and investigated.

4. In this Agreement, the Company and HAL Films Limited, their present and former parents, subsidiaries, affiliate companies, predecessors, successors and assigns and all of their respective officers (including without limitation Harvey Weinstein and Bob Weinstein), directors, shareholders, agents and employees, in both their individual and representative capacities shall be collectively referred to as the "Released Parties".
5. You confirm that you have returned to the Company all documents and computer disks and other media in your possession or provided to you or created in the course of your employment with the Released Parties or relating to, or containing information relating to, the Released Parties, all credit or charge cards, keys and all other property belonging to any Released Party in your possession, custody or control including for the avoidance of doubt any cell phone or computer belonging to any Released Party. You will not keep or make any copy of anything referred to in this paragraph. You also confirm that you will not personally retain a copy of this Agreement and that your original together with all copies of all other papers or other materials relating to and leading to the execution of this Agreement will be held by [REDACTED] at Simons Muirhead & Burton.
6. You acknowledge that during your employment you learned (i) confidential and/or proprietary information about the Company, its business plans or methods of operations including, but not limited to, trade secrets, customer lists, pricing policies and other information which would be

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[REDACTED]

commercially valuable to a third party which is not in the public domain, and (ii) confidential, private and/or non-public information about the Released Parties, including, without limitation, Harvey Weinstein and Bob Weinstein and their immediate family members, close personal friends and/or close business associates, (6(i) and (ii) together with the terms of this Agreement, the existence thereof and the related allegations made by you with respect to you or any other person at the date hereof referred to collectively as "Confidential Information"). You hereby agree:

- (a) to keep in confidence and not to disclose to, or use for the benefit of, any third party (including yourself), any Confidential Information without the prior written consent of Harvey Weinstein or Bob Weinstein. Without limiting the generality of the foregoing, (i) you shall not disclose the terms of this Agreement or the existence thereof, except to comply or to obtain compliance with this Agreement or to your respective legal, financial or tax advisors (all of whom must first agree in writing to execute a confidentiality agreement in a form satisfactory to the Company in the form of paragraph 6) and (ii) you shall not disclose any Confidential Information except to any entity if required by legal process (for the avoidance of doubt any pleading or other step in a civil action that has been commenced by you shall not constitute legal process for the purpose of this clause), but you will first, in the case of any civil legal process and where reasonably practicable in the case of any criminal legal process, give not less than forty eight (48) hours prior written notice to the Company through Mark Mansell at Allen & Overy before making any such disclosure and if any disclosure is made you will use all reasonable endeavours to limit the scope of the disclosure as far as possible. You agree to provide reasonable assistance to the Company and its legal advisers if it elects to contest such legal process. In the event that the Company does not contest such legal process or the challenge is not successful, you may make disclosure to your legal advisors (who must first agree in writing to be execute a confidentiality agreement in a form satisfactory to the Company in the form of paragraph 6) but you will use all reasonable endeavours to limit the scope of the disclosure to your legal advisors as far as possible. You also agree that in submitting your tax returns in which the payment in this Agreement is reported you will comply with the procedure in Schedule 4;

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- (b) not to issue, cause, or to the extent within your control, permit to be issued or cooperate with the issuance of any article, book, treatment, script, magazine, newspaper, programme, computer interest (e.g. internet, website etc.), film, television or radio broadcast, memorandum, release, interview, publicity or statement, whether oral or written, of any kind, to any individual, the public, the press or media including, without limitation, any entertainment company, film company, producer, director, publisher, television, cable or radio company or station, interviewer, correspondent, author and/or writer, or any other media (now or hereafter existing), which in any way concerns your employment by the Company, your separation from employment, any Confidential Information, the terms of this Agreement, or its negotiation or any allegations relating thereto, the Company generally and/or any related matter;
- (c) that the provisions of this paragraph are not in any way limited by paragraph 7 below and that all of your obligations under this Agreement apply in relation to any person to whom you have previously made a disclosure;
- (d) in the event that you require treatment from an appropriate medical practitioner in connection with the conduct alleged by you that led to the termination of your employment, the Company agrees that any disclosure by you in the course of receiving such treatment shall not be a breach of clause 6 or any other provision contained in this Agreement provided that:
- (i) you will use all reasonable endeavours not to disclose the name of any Released Party during the course of receiving treatment;
 - (ii) the medical practitioner from whom you receive treatment shall be appropriately qualified and shall be a member of a recognised medical body, the rules of which prohibit disclosure by its members of any information provided by a patient;
 - (iii) prior to the commencement of the treatment, you will obtain the medical practitioner's written confirmation in the form of a confidentiality agreement satisfactory to the Company in the form of paragraph 6 that any information
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provided to him/her by you is subject to an absolute duty of confidentiality;
and

- (iv) in the event that the medical practitioner discloses any information provided to him/her you will take such steps as the Company may require including but not limited to the commencement of proceedings at the Company's expense to prevent any further disclosures and to recover damages which shall be paid to the Company from the medical practitioner, and if you fail to take such steps then the disclosure by the medical practitioner shall be treated as a disclosure by you.

You may, however, accurately discuss (i) the fact that you were employed by the Company, and (ii) the nature of the work in general terms you performed at the Company other than Confidential Information.

7. You hereby warrant to the Company that as at the date of this Agreement, you have not disclosed (i) to any person any information relating to this Agreement, its negotiation or the fact that you might be considering making a claim against the Company relating to the allegations made by you or allegations of a similar nature concerning you or any other person (save solely as set out together with details of the disclosure in Schedule 5); and (ii) any information concerning the circumstances leading to the termination of your employment including without limitation the allegations made by you or allegations of a similar nature concerning you or any other person to (a) any employee of the Company or any Released Party (save solely as set out together with details of the disclosure in Schedule 5) or (b) any member of the press or media including, without limitation, any entertainment company, film company, producer, director, publisher, television, cable, computer interest (e.g. internet, website etc.) or radio company or station, interviewer, correspondent, author and/or writer, or any other media (save solely the one individual identified together with details of the disclosure in Schedule 5) or (c) any other person (save solely as identified, together with details of the disclosure in Schedule 5). Simultaneously with the execution of this Agreement you shall make all reasonable endeavours to deliver confidentiality agreements within three business days from the date hereof in a form satisfactory to the Company in the form of paragraph 6 from the individuals identified in paragraphs 5 and 6 of Schedule 5. To the best of your knowledge, none of these individuals identified in Schedule 5 to whom you have made the described disclosure has repeated that disclosure to any other person. In the event that there is after the



date of this Agreement, any disclosure by the parties identified in Schedule 5 of the matters identified at (i) or (ii) above, or the Company reasonably requests that you assist it in mitigating the effect of your disclosure to the individuals identified in Schedule 5, then you agree to give to the Company such reasonable assistance as it may request in taking such steps as are prudent to deal with the foregoing and prevent any further disclosure or as the case may be to mitigate such effect provided that:

- (a) no request under this clause shall be made by the Company except through its solicitors Mark Mansell at Allen & Overy and addressed to your solicitor [REDACTED] at Simons Muirhead & Burton;
 - (b) such steps may include speaking directly to those individuals identified in Schedule 5 and, if such steps are requested and agreed, the Company agrees that, insofar as it authorises any specific disclosure in writing, that specific disclosure shall not constitute a breach of clause 6 of this Agreement;
 - (c) the Company shall pay your reasonable costs of and incidental to complying with any such request, including your reasonable legal costs and will indemnify you in respect of any reasonable costs incurred by you in connection with such request;
 - (d) reasonable assistance for the purposes of this clause will not at any time require you to disclose the names or identities of all or any of the persons specified in Schedule 5 hereto.
8. Harvey Weinstein agrees to provide you with a letter in the form attached at Schedule 1 and you will provide a resignation to the Company in the form at Schedule 2. Neither you, Harvey Weinstein nor the Company shall make any statement concerning the other (including in your case any statement about any Released Party) which conflicts with or is inconsistent with or comments on the contents of Schedule 1 or Schedule 2 and both you and the Company shall be free to disclose the contents of and to provide copies of Schedule 1 or 2 to any third party.
9. If at any time within one year of the date of this Agreement, you inform [REDACTED] by telephone only, that you wish to pursue a career in a particular part of the movie business Harvey Weinstein will use all reasonable endeavours to assist you in securing an appropriate position.
10. You agree:

 [REDACTED]

23rd October, 1998

Dear Zelda,

I write further to the agreement (the "Agreement") dated 23rd October 1998 between Miramax Film Corp. and Zelda Perkins.

Under Clause 6(a), you agree that you will comply with the procedures set out in this letter in submitting your tax return in which the payment to be made to you under the Agreement is reported to the Inland Revenue.

In reporting the payment and in dealing with any subsequent queries, you will comply with the following procedure:

1. In the relevant section of your tax return, you will include the following statement:

"I received a net payment of £125,000 as compensation for loss of office from my employers Miramax Film Corp. This was paid to me on behalf of my employer by solicitors Allen & Overy. The payment was made after deduction of tax. Tax on the payment was remitted to the Inland Revenue by Allen & Overy."

Any queries in relation to the payment should be directed to the Company's solicitors, Allen & Overy, whose address is One New Change, London EC4M 9QQ marked for the attention of Mr Mark Mansell.

2. If you receive any communication from the Inland Revenue concerning or relating to the payment to be made to you under the Agreement you will immediately pass a copy to Mark Mansell at Allen & Overy.
3. You will not enter into correspondence or discussions with the Inland Revenue in relation to the termination payment. For the purposes of any negotiations or discussions with the Inland Revenue, you nominate Allen & Overy to carry those negotiations and discussions out on your behalf. If you have any queries concerning any communication from the Inland Revenue, you may contact Mark Mansell of Allen & Overy or, if he is not available, [REDACTED] by telephone only at the Company.
4. You will cooperate fully and promptly with Company and Allen & Overy in dealing with any correspondence or requests for information in relation to the payments made by the Company.

*A list of the names of partners and their professional qualifications is open to inspection at the above office.
The partners are either solicitors or registered foreign lawyers.*

23rd October, 1998

To: .
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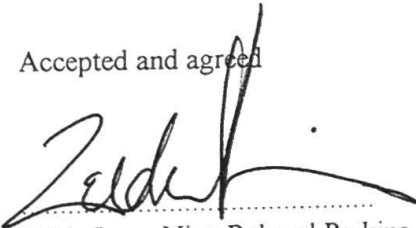
5. You will not under any circumstances contact any person in connection with the payment made by the Company unless requested to do so in writing by Allen & Overy.

Yours sincerely,



Mark Mansell

Accepted and agreed



Zelda Luna Nico Rabaud Perkins