

GLOBAL EAGLE ENTERTAINMENT INC.
CONFLICTS OF INTEREST POLICY

Effective December 10, 2018

I. INTRODUCTION

Global Eagle Entertainment Inc. (the “*Company*”) is firmly committed to conducting business with the highest integrity and in compliance with all applicable governmental laws, rules and regulations. The Company has adopted this Conflicts of Interest Policy (the “*Policy*”) to address actual, potential and apparent conflicts of interest that may arise in connection with personal and professional relationships. A violation of this Policy may also constitute a violation of the Company’s Code of Ethics, which shall apply in addition to (and not in lieu of) the policies set forth herein.

This Policy applies to all directors, executive officers and employees of the Company (each a “*Person*”). All Persons are accountable for understanding and abiding by the terms of this Policy.

II. POLICY

- A. Definition of Conflict of Interest. A “*conflict of interest*” is a personal, business, financial, civic or professional interest, relationship or activity that in any way conflicts with, or appears to conflict with, a Person’s ability to (i) perform his or her duties or responsibilities on behalf of the Company with undivided loyalty or (ii) to make objective and effective decisions on behalf of the Company and in its best interests.
- B. Applicability to Immediate Family Members. Anything that constitutes a conflict of interest for a Person’s immediate family will also be a conflict of interest for such Person. For purposes of this Policy, “*immediate family*” means any child, stepchild, parent, stepparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law of a Person and any person (other than a tenant or employee) sharing the household of such Person. Accordingly, references to “Person” in the descriptions of conflicts of interest in this Policy should be read to encompass a Person’s immediate family or any other close relative.
- C. All Conflicts of Interest Prohibited Unless Formally Approved. Each Person must disclose all conflicts of interest pursuant to the procedures set forth in Section II.D. below. This rule applies to all actual and potential conflicts of interest, as well as any conduct that may create the appearance of a conflict of interest. Disclosure must take place as soon as the Person identifies that there may be a conflict of interest and, whenever possible, before the Person engages in the conduct in question. All conflicts of interest are prohibited unless formally approved in writing.
- D. Procedures for the Disclosure and Review of Conflicts of Interest.
 - 1. Directors and executive officers must disclose all conflicts of interest to, and receive written approval from, the Board of Directors (the “*Board*”) (or such committee of the Board with delegated authority to address conflicts).
 - 2. All other Persons must disclose all conflicts of interest to their direct manager

and receive written approval from a member of the Executive Leadership Team.

3. A written approval shall continue in effect until it is reversed, modified or withdrawn.
4. When changed circumstances or new developments occur, a Person is responsible for informing the Company of such changes in the same manner as described above. Upon review, the previous decision may be reversed, modified or withdrawn.
5. When a conflict of interest has been disclosed or otherwise identified, the Company may undertake, but is not limited to, the following actions:
 - a. Prohibiting the Person and his or her direct reports from involvement in decisions that could impact or are related to the subject matter of the conflict;
 - b. Prohibiting the Person from continuing to maintain the conflicted interest or, alternatively, terminating or otherwise modifying the Person's employment; and
 - c. Imposing information barriers relating to the conflict.

E. Examples of Conflicts of Interest.

1. Any ownership or financial interest in a supplier, client, customer, business partner, subcontractor or competitor of the Company (each a "**Covered Party**").
2. Acting as an officer, director, partner, consultant, representative, agent, advisor or employee of a Covered Party.
3. Assisting any Covered Party in competing with, or hiring any employee or consultant from, the Company.
4. The receipt of any money, gifts, travel or excessive entertainment from any current or prospective Covered Party, except as permitted by the Company's Global Business Conduct and Compliance Policies Manual.
5. Participating in any sale of anything to the Company or the purchase of anything from the Company, except on the same terms and conditions as comparable Persons are permitted to so sell and purchase.
6. Engaging in a financial transaction, arrangement or relationship (including indebtedness or guarantee of indebtedness) involving the Company, other than (i) an employment agreement properly authorized by Company management or (ii) those transactions, arrangements or relationships that an authorized member of the Company's Executive Leadership Team has approved (or where the transaction, arrangement or relationship is with an Executive Leadership Team member, the Board of Directors or a committee thereof has approved).
7. Participating in a transaction covered by the Company's Policies and

Procedures Regarding Related Person Transactions.

8. Participating in a financial transaction of a current or prospective Covered Party, such as a securities offering, if knowledge of such opportunity is gained through the Person's employment or relationship with the Company.
9. Usurping a corporate opportunity, as described in Section F below.
10. An outside directorship, unless permitted by Section G below.
11. Participating in any activity that could lead to or give the appearance of unapproved disclosures of proprietary information of the Company or which is otherwise entrusted to the Company.
12. Using proprietary or confidential Company information for personal gain or to the Company's detriment.
13. Using Company assets for personal use or benefit, except as otherwise permitted by the Company's Global Business Conduct and Compliance Policies Manual.
14. Employment with, or an offer of future employment or compensation from or to, a Covered Party.
15. A significant financial involvement with an employee or representative of a Covered Party.
16. Dealing directly, in the ordinary course of a Person's Company duties or responsibilities, with an immediate family member employed by a Covered Party.
17. A direct management reporting relationship between Persons with a romantic or familial relationship.
18. Acting as a consultant, advisor or expert witness in any type of legal proceeding or similar process unless retained to act in that capacity by the Company.

F. Corporate Opportunities.

1. This Policy imposes on each Person a duty to not divert corporate opportunities to himself or herself or his or her affiliates. Generally speaking, a corporate opportunity is a business opportunity in the Company's line of business which the Company may have an interest or expectancy or is an opportunity of which it would otherwise be unfair or inequitable for the Employee to take advantage. A Person may be subject to liability to the Company if he or she usurps a corporate opportunity.
2. In the event that an executive officer or director wishes to pursue an opportunity that could potentially be deemed a corporate opportunity, he or she must follow the procedures for the disclosure and review of corporate opportunities as may be established by the Board.
3. All other Persons who wish to pursue an opportunity that could potentially be deemed a corporate opportunity must disclose the details to his or her direct

manager. The details will be communicated to the Executive Leadership Team which will make such inquiries as it deems appropriate regarding the interest of the Company in the opportunity and its potential impact on the Company's operations or reputation. The Company may decide to approve or disapprove of the Person's participation in the opportunity in its sole discretion.

4. If the Company does not approve a Person's participation in an opportunity, the Person must forgo any participation in it.

G. Board Memberships.

1. An executive officer may not accept a position as a director of a for-profit business without the express consent of the General Counsel or the Board.
2. All other Persons must obtain approval from their direct manager prior to accepting a position as a director of a for-profit business. If the business is a publicly traded company, approval is also required from a service line leader and the General Counsel. If a business may become publicly traded while a Person is serving as a director, the Person must obtain approval again as if the company were publicly traded.
3. Approval of board service shall be in the sole discretion of the Company. When considering whether to approve the request, the Company will take into account the nature and extent of the proposed service, the potential impact on job performance and the potential conflicts of interest with the Company's business. The Company may also consider, among other things, whether the affiliation is beneficial to the Company's interests, whether the time required will impact the Person's ability to fulfill his or her duties and responsibilities with the Company, whether the organization carries adequate insurance to protect the Person as a director and whether the Person's participation will imply that the Company sponsors the organization.
4. All Persons are encouraged to participate in civic, charitable and professional activities and Company permission is not required prior to accepting a board position with a non-profit entity. However, Persons have the responsibility to disclose the affiliation to the Company

5. All board positions remain subject to the rules described in this Policy. The Company may determine, in its sole discretion, that a Person must relinquish a board position due to, without limitation, any of the factors the Company may consider in approving board positions as described above, an actual or perceived conflict of interest or if it would reflect adversely on the Company's business or reputation.

III. MISCELLANEOUS PROVISIONS

- A. Persons violating this Policy will be subject to disciplinary action, up to and including termination of employment.
- B. All inquiries and questions relating to this Policy or its applicability to particular people or situations should be addressed to the General Counsel.
