





1211 Avenue of the Americas  
New York, New York 10036

FROM: Dianne Brandi  
Senior Vice President  
Legal and Business Affairs

STREET ADDRESS: 1211 Avenue of the Americas  
15<sup>th</sup> Floor  
New York, New York 10036

FAX NO.: (212) 301-5785  
PHONE NO.: (212) 301-3441

**TO: HENRY REISCH**

**RE: CATHERINE HERRIDGE**

MESSAGE:

Dear Henry,

Attached is our offer to Catherine Herridge for continued employment.

Regards.

FAX NO.: 212-632-1235

NUMBER OF PAGES: 16  
(including cover page)

DATE: August 6, 2008

The information contained in this facsimile is confidential information intended only for the use of the individual or entity named above and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone and return the original facsimile to us at the address provided above.



1211 Avenue of the Americas  
New York, New York 10036  
Phone 212.301.3441  
Fax 212.301.5785

**Dianne Brandt**  
Senior Vice President  
Legal & Business Affairs

August 6, 2008

Via Facsimile: 212 632-1235

Mr. Henry Reisch  
The William Morris Agency  
1325 Avenue of the Americas  
New York, New York 10019

**Re: Catherine Herridge**

Dear Henry:

Pursuant to paragraph 9.1 of Catherine's current Agreement, enclosed please find Fox News's written offer to Catherine for continued employment beginning on October 23, 2008.

Please contact my office after your review of the enclosed draft.

Sincerely,

Dianne Brandt

Enclosure

**DRAFT**

August 6, 2008

Ms. Catherine Herridge  
c/o The William Morris Agency  
1325 Avenue of the Americas  
New York, New York 10019  
Attention: Henry Reisch

**DRAFT**

Dear Ms. Herridge:

The following, when signed by Catherine Herridge ("Performer") and Fox News Network L.L.C. ("Fox"), together with the Standard Terms and Conditions, The Fox News Employee Handbook, the Book Guidelines, attached hereto as Exhibits A, B, and C respectively, and made a part hereof by this reference (collectively hereafter the "Agreement"), will constitute the understanding between the parties relative to Performer's employment as a general assignment news reporter, news correspondent, and in any other capacity as Fox may require in connection with the Fox News Channel, the Fox Business Network, news programs, news services, internet services, news feeds, news magazine programs, election specials, radio programs, public affairs programs, documentaries, special programs, program series, or other programming produced, in whole or in part, by Fox or by any of its affiliated companies. Performer's on-air title shall be "National Correspondent". All of the programming described in the preceding sentence is hereinafter collectively referred to as the "Programs."

Performer agrees that she will not serve as an anchor/co-anchor, or an occasional anchor/co-anchor during the Term hereof, unless Fox, in its sole discretion, decides otherwise. Both Performer and Fox acknowledge that Performer has raised allegations of discrimination in the past concerning her non-assignment to anchor positions and concerning other matters, and that Fox has investigated Performer's allegations. Performer and Fox also acknowledge that Fox has determined that discrimination did not occur and that Performer does not agree with Fox's determination.

1. SERVICES: Performer will be based in Washington D.C. and will render her services hereunder to the best of her abilities, and in accordance with Fox's scheduling and production requirements, as subject to Fox's direction and control.

2. TERM: The term ("Term") of this Agreement shall commence on October 23, 2008 and shall continue for three consecutive years through and including October 23, 2011, unless sooner terminated in accordance with the provisions hereof.

2.1. Fox shall have the unrestricted right, with or without cause, to terminate this Agreement and Performer's employment hereunder upon giving Performer prior notice thereof, such termination to be effective at the time specified in the notice; provided, however, that unless termination is for cause, Fox shall exercise its right of termination effective only at the end of the

Second Contract Year (i.e. effective October 23, 2010), upon either giving Performer at least 60 days prior written notice thereof, or paying Performer the applicable Weekly Compensation, as hereinafter defined, for the period between the effective date of termination and 60 days from the date on which notice was given.

3. COMPENSATION: In full consideration for all of Performer's services and rights herein granted, Fox agrees to pay and Performer agrees to accept compensation based upon the following annual rate ("Compensation") for each week during which Performer has rendered services ("Weekly Compensation"), subject to such withholdings and deductions as are or may be required by law. Such payment shall be made weekly on the day Fox regularly pays its employees. A work week is defined as seven consecutive days, Monday through Sunday.

	<u>Annual Rate of Compensation</u>
<u>First Contract Year:</u> (10/23/08-10/22/09)	\$495,000.
<u>Second Contract Year:</u> (10/23/09-10/22/2010)	\$530,000.
<u>Third Contract Year:</u> (10/23/2010-10/23/2011)	\$570,000.

3.1. During the Term hereof, Fox will accord Performer clothing equivalent to approximately \$7,500 per Contract Year in accordance with Fox policies, which policies currently involve the use of Fox's Wardrobe Department which chooses said clothing in consultation with Performer.

4. BENEFITS: Performer shall be entitled to participate in all employee benefit plans maintained by Fox which are available to other employees of Fox engaged in a similar capacity, and Performer's eligibility to participate in such plans shall be governed by the rules applicable to such plans. It is hereby confirmed that severance is not an "employee benefit plan" as above-referenced and accordingly Performer recognizes that she is not entitled to any severance upon termination of her employment.

5. VACATION: Within each Contract Year, Fox shall accord Performer a paid vacation of four weeks plus eight (8) floating holidays plus Fox-designated holidays, provided however that Performer shall give Fox at least four weeks prior written notice of the dates of the desired vacation, and the dates shall be at times convenient to Fox. Vacations must be taken during the year in which the vacation accrues unless Fox requests in writing that Performer defers her vacation. If (i) Fox does not request Performer to defer her vacation and (ii) Performer fails to request vacation time, Fox may assign Performer vacation time in order that all vacation time to which Performer is entitled is used in the appropriate year in which it accrues.

6. TRAVEL EXPENSES: Although Performer is based in Washington D.C., Fox shall have the right to require Performer, at any time or times, to travel to such places as Fox, in its reasonable discretion, may determine. In the event of such travel, Fox shall reimburse Performer for her actual, reasonable out-of-pocket transportation expenses to and from such place (travel expenses to be in accordance with Fox policy, and Performer shall be accorded Business Class airfare on domestic and international flights over three hours; if there is no Business Class available on a specific flight, then Performer shall be accorded First Class airfare), as well as Performer's actual, reasonable and necessary living expenses while Performer is in such place in accordance with Fox's requirements, upon Performer's submitting itemized statements approved by Fox.

7. PERFORMER'S REPRESENTATIONS: Performer represents that Performer has the full right, power and authority to enter into and perform this Agreement and that any materials created or furnished by Performer shall be original and to the best of Performer's knowledge in the exercise of reasonable prudence not violative of the rights of any third party.

8. PAY OR PLAY: Nothing herein contained shall ever obligate Fox to utilize Performer's services or disseminate Programs for which Performer has rendered services and Fox's only obligation to Performer is to make the payments as herein provided, subject to any rights relieving Fox of such obligation.

9. RIGHT OF FIRST REFUSAL AND FIRST NEGOTIATION. Provided Fox has not terminated this Agreement pursuant to paragraph 2.1 above, Performer hereby accords Fox a right of first negotiation and a right of first refusal with respect to Performer's services following the end of the Term hereof on the basis set forth below.

9.1. Other than as expressly set forth herein, at no time during the Term hereof, shall Performer, directly or indirectly, or through an agent or intermediary, solicit or entertain an offer or job inquiry or enter into a negotiation or agreement with any other person or party regarding the engagement of Performer to render services following the Term hereof. Performer agrees commencing ninety (90) days immediately prior to the expiration of the Term (the "Negotiation Period") to enter into good faith negotiations with Fox for the extension of this Agreement on mutually agreeable terms.<sup>1</sup> During the first forty-five (45) days of the Negotiation Period, Performer will not, directly or indirectly, or through an agent or intermediary, enter into a negotiation, discussion or agreement with any other person or party regarding the engagement of Performer to render services following the Term hereof, and shall exclusively negotiate with Fox. If an agreement is not reached between Fox and Performer during the first forty-five (45) days of the Negotiation Period, then Performer, subject to Fox's first refusal rights set forth below, may enter into negotiations with others for her services following the end of the Term.

---

<sup>1</sup> . Fox agrees to offer terms at least as favorable as those contained herein. Should Fox desire not to enter into a new agreement with Performer following expiration of the Term, Fox shall so inform Performer at the commencement of the Negotiation Period and Fox's right of first refusal contained herein shall not apply.

9.2. During the Term hereof and for six (6) months following the Term hereof, Performer shall not, directly or indirectly, or through an agent or intermediary, accept an offer or enter into an agreement or arrangement with any other person or party for Performer's on-air services for a national cable television news network or a national cable television news program following the end of the Term hereof, except as permitted by this Agreement. In the event that Performer receives a bona fide offer acceptable to Performer (an "Offer") during the forty-five (45) days immediately prior to the expiration of the Term (i.e. the only period during the Term during which Performer may solicit, entertain or negotiate an Offer from a third party) or during the six (6) month period immediately following the end of the Term, Performer shall not accept such Offer or enter into any agreement or arrangement relating to her services, unless she has first given Fox written notice of the terms and conditions of said Offer, signed by the offeror or confirmed in writing by Performer's representative, and an opportunity of at least ten (10) business days for Fox to match those terms and conditions; provided, however, that Fox shall match the payment of money, and offer of a similar position and geographic base. In the event that Fox does not match the Offer within the above-referenced ten (10) business day period, then Performer shall be free to accept the Offer. In the event Performer does not accept the Offer, Fox's right of first refusal shall continue for the remainder of the Term and the six (6) month period following the end of the Term, with respect to any other Offer. In the event that at any time during the Term, other than during the forty-five (45) days immediately prior to the expiration thereof, Performer receives an Offer (whether such Offer was unsolicited or made to Performer as a result of Performer's violation of the terms set forth above), Fox shall not be obligated to take any action whatsoever with respect to such Offer and Fox shall not be deemed to have waived its right of first negotiation or its right of first refusal as set forth herein or any other rights by virtue of any act or failure to act with respect to such Offer provided that it does respond within such 45-day time period referenced above.

9.3. Performer and Fox each hereby acknowledges and agrees that Performer's services are unique, and that the terms hereof are fair and reasonable and have been specifically negotiated and agreed to by the parties hereto.

10. RIGHTS FOLLOWING END OF TERM: In the event that Performer continues rendering services for Fox following the expiration of the Term hereof, Performer shall continue to be paid her weekly compensation at her then-current rate, her benefits will remain in effect, and the Term shall be deemed extended only for the period during which Performer continues to render services and may be terminated by either party effective at any time on at least four weeks' notice to the other.

11. CONFIDENTIALITY: Except as expressly permitted under this paragraph 11, under no circumstances and at no time, either prior to, during or after the Term, shall Performer and/or any of her representatives, agents, and/or designees, directly or indirectly, disclose, divulge, render or offer any knowledge or information to any other person or party whatsoever concerning any matters relating to the Programs or Fox's affairs and plans (regarding the Programs or otherwise), including, but not limited to, the compensation of the personnel and performers (including

**DRAFT**

Performer's Compensation), all past, present, or future production budgets, story ideas, story content, works in progress, confidential or exclusive information, and story leads and tips, (collectively and individually, "Confidential Information"). Any reckless or intentional disclosure of Confidential Information by Performer and/or any of her representatives, agents, and/or designees, will constitute a material breach of this Agreement. Notwithstanding the foregoing, Performer may divulge the contents of this Agreement to her lawyers, accountants, lenders, and other business representatives upon condition that Performer secures said representatives' agreement to keep the information confidential, or as required by law.

12. INTERVIEWS / PRESS RELEASES: Neither Performer nor Performer's agent(s), representative(s) or designee(s) shall issue any statements or grant any interviews concerning Performer's services or the Programs without Fox's prior consent exclusive of spontaneous and non-derogatory remarks. If at any time during the Term Performer is approached by any media entities outside of Fox for interviews, comments, appearances, etc., Performer shall immediately contact Fox's Media Relations Department in order to coordinate such requests prior to agreeing to give any such interviews, comments, appearances, etc.

13. NOTICES: To Performer: All notices from Fox to Performer shall be given in writing to Performer and sent to Performer at the address hereinabove set forth by prepaid mail (registered or certified, return receipt requested), or by facsimile, or at Fox's option, Fox may deliver such notice to Performer personally. Any notice sent by facsimile shall be immediately followed by mail in the manner set forth above. Notice shall be deemed given on date of dispatch or delivery.

13.1. To Fox: All notices from Performer to Fox shall be sent in the same manner as set forth in paragraph 13 above and shall be addressed as follows:

Fox News Network L.L.C.  
1211 Avenue of the Americas  
New York, New York 10036  
Attention: Legal Department  
Facsimile number: (212) 301-5785

**DRAFT**

14. ARBITRATION: Any controversy, claim or dispute arising out of or relating to this Agreement or Performer's employment shall be brought before a mutually selected three-member arbitration panel and held in either New York City or Washington D.C. in accordance with the rules of the American Arbitration Association then in effect. The arbitrators shall issue a full written opinion setting forth the reasons for their decisions. Such arbitration, all filings, evidence and testimony connected with the arbitration, and all relevant allegations and events leading up to the arbitration, shall be held in strict confidence. Judgment may be entered on the arbitrators' award in any court having jurisdiction; however, all papers filed with the court either in support of or in opposition to the arbitrators' decision shall be filed under seal. Breach of confidentiality by any party shall be considered to be a material breach of this Agreement.



15. GENERAL:

15.1 This Agreement constitutes the entire agreement and understanding between the parties, and it supersedes and replaces all prior communications, negotiations and agreements, whether written or oral. This Agreement cannot be changed, modified, amended or supplemented, except in a subsequent writing that contains the handwritten signatures of the parties. Subsequent e-mails with typed names and/or signature blocks are not sufficient for purposes of changing, modifying, amending or supplementing this Agreement.

15.2. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction or interpretation of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.

15.3. This Agreement shall be governed according to the laws of the State of New York without regard to conflict of laws principles.

If the foregoing is in accordance with Performer's understanding, kindly so indicate by signing below.

Very truly yours,

FOX NEWS NETWORK L.L.C.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED AND AGREED TO:

By: \_\_\_\_\_  
CATHERINE HERRIDGE

Social Security No.: \_\_\_\_\_

Date Executed: \_\_\_\_\_

Exhibit A

**STANDARD TERMS AND CONDITIONS**

**1. MAIL**

1.1. Unless marked personal and confidential, Fox may open and answer mail addressed to Performer relating to the Programs, provided that all such mail relating to Performer or intended for Performer, or copies thereof, shall be turned over to Performer within a reasonable length of time. Performer shall turn over to Fox forthwith any mail addressed to Performer relative to the Programs or the operation of the applicable Fox facility.

**2. EXCLUSIVITY**

2.1. Performer's services shall be completely exclusive to Fox, unless otherwise specifically set forth. Accordingly, during the Term, Performer shall not:

2.1.1. Render other television services of any type whatsoever, whether free, over-the-air, basic cable or pay cable; or

2.1.2. Engage in any activity that would conflict or interfere with the performance of Performer's services hereunder, or would otherwise be prejudicial to Fox's business interests; or

2.1.3. Permit or authorize the use of Performer's real or stage name, voice, portrait, picture or likeness, or the use of any endorsement or testimonial in advertising or publicizing any institution, product or service; or

2.1.4. Engage in any activity whatsoever relating to the sale, advertising or promotion of any articles or materials used on the Program.

2.2. Without limiting the generality of any of the foregoing, during the Term, Performer will not, directly or indirectly:

2.2.1. have an interest of 1% or more in a corporation, firm, trust or association which is in competition with Fox;

2.2.2. own or have any beneficial interest in any company, business or interest where to do so will conflict with the full and faithful performance of Performer's duties for Fox, specifically including, without being limited to, any companies which produce and/or distribute feature or syndicated films, records, cartoons, radio or television programs, or manage or represent talent (other than companies whose stock is listed on a national stock exchange); or

2.2.3. without Fox's prior knowledge and written consent in each instance, accept any

compensation of any kind or gift or gratuity whatever, regardless of its value or form, from anyone not employed by Fox, including without limitation from any agent, employee of any person, firm or corporation, whose interests may or do conflict with Fox or with whom Fox competes or may compete or does or has done business. Without derogating from Fox's right to terminate this Agreement by reason of Performer's breach of other provisions hereof, upon violation of any provision of this paragraph by Performer, Fox may forthwith terminate this Agreement.

2.3. Notwithstanding anything to the contrary contained in paragraphs 2.1 through 2.2.3. above, during the Term, Performer shall have the right to render only the following services for third parties ("Third Party Services"): (a) Giving occasional lectures; and (b) writing books and/or newspaper and magazine columns, provided in each of the foregoing instances every one of the conditions and requirements set forth in paragraphs 2.3.1. through 2.3.6. are met:

2.3.1. No Third Party Services shall ever conflict or interfere with the performance of Performer's services as required hereunder;

2.3.2. Performer shall not use, or permit the use of, any Materials (as such term is defined in paragraph 3.1 below) or any other property of Fox or of any of its Affiliated companies in connection with any Third Party Services. In this connection, it is understood that any materials based in any way upon or related to the materials acquired for or included in any program aired over Fox facilities, i.e., any of Fox's news related, news/magazine programs or news program, will continue to be the sole and exclusive property of Fox and are subject to the provisions of paragraph 3.1. below;

2.3.3. With respect to each proposed Third Party Service, Performer shall notify Fox of the proposed Service including the name of the entity and the dates and times during which Performer's services would be required, and Performer shall request and obtain Fox's prior approval in order for Performer to render each such Third Party Service, which approval will not be unreasonably withheld;

2.3.4. With respect to the writing of books referenced in paragraph 2.3(b) above, Performer shall abide by the Book Guidelines attached hereto as Exhibit C.

2.3.5. All Third Party Services shall be commensurate with Performer's stature as an objective, impartial newsperson and journalist; and

2.3.6. Performer is not in breach hereof.

2.3.7. With respect to 2.3.(b) above, subject to paragraphs 2.1. through 2.3.6 above, as between Performer and Fox, Performer shall own and may exploit all rights to the Writings before and during the Term as provided herein; provided, however, if Performer desires to exploit any television, home video or theatrical motion picture rights (the "Rights") in and to such Writings during the Term, Performer shall first notify Fox (and no other party) in writing of such

fact, and Fox shall have 10 business days after receipt thereof to notify Performer whether or not Fox desires to negotiate for the Rights. Notice of Fox's election shall be given to Performer in writing, and Fox's failure to serve notice of its election shall constitute an election by Fox not to negotiate. If Fox elects not to negotiate, then, subject to paragraphs 2.1. through 2.3., Performer shall be free to license or otherwise dispose of the Rights to others.

2.3.7.1. If Fox serves notice of its election to negotiate for the Rights, Performer shall negotiate in good faith exclusively with Fox for 20 business days as to terms and conditions for the licensing or sale of such Rights to Fox. Neither Fox nor Performer shall be obligated to continue such negotiations after the expiration of the 20-business day negotiating period.

### **3. OWNERSHIP**

Fox shall solely and exclusively own all rights of every kind and nature in perpetuity and throughout the universe in the Programs, the titles thereof, and all components and materials contained in the Programs, and in all of the results and proceeds of Performer's services hereunder, including, without limitation, any materials of any kind created, developed, prepared, produced, edited and/or furnished by Performer for the Programs ("Materials"). Performer acknowledges that the Materials are works specially ordered by Fox for use as part of a motion picture (the Programs) and that the Materials shall be considered to be a "work made for hire" for Fox, and therefore Fox shall be the author and sole copyright proprietor of the Programs and Materials for all purposes in any media and in any form whether now known or hereafter devised throughout the universe in perpetuity without limitation of any kind. The Programs, including the Materials, may be registered for copyright in the name of Fox or its designee. Fox may make any changes in, deletions from, or additions to the Programs, and Performer waives the right to exercise any right of "droit moral." All of Fox's rights under this paragraph 3 shall continue in perpetuity, notwithstanding expiration of the Term, or termination of this Agreement or Performer's services for any reason. Without limiting the generality of Fox's rights under this paragraph 3, Fox shall have the right, without the payment of any additional compensation to Performer to use portions of the Programs in the production of any other programming.

### **4. RIGHTS**

Without limiting the generality of Fox's rights under paragraph 3 above, Fox shall have the right at any time or times to exhibit the Programs or any parts thereof and/or use and reuse recordings of the Programs or any parts thereof and/or license others to so exhibit, use and/or reuse the Programs, portions thereof and recordings thereof over any facilities of any type whatsoever, whether on a connected (i.e., network, including but not limited to Fox Broadcasting Company) or non interconnected (i.e., syndicated) or satellite basis, or any other basis, whether now known or hereafter devised, and in any media, whether now known or hereafter devised, or in any form whether now known or hereafter devised, an unlimited number of times throughout the universe and forever, including without limitation interactive television, CD-ROMs, computer services, or

DRAFT

the Internet. The days and times on which the Programs may be exhibited, the duration of the Programs, and the titles, formats, content and all other elements, components and characteristics thereof shall be designated, and may be changed, by Fox from time to time in its sole discretion.

## **5. INDEMNIFICATION**

5.1. Performer will at all times indemnify and hold harmless Fox News Network L.L.C., its parent and affiliated companies, advertisers whose commercial announcements are exhibited in connection with the Programs, and their advertising agencies, if any, any facilities over which the Programs are exhibited, any of its licensees or assignees, and any of its or their officers, directors, agents or employees from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of (a) the use of any Materials, whether or not required of Performer, furnished by Performer hereunder, (b) any breach or alleged breach by Performer of any warranty or agreement made by Performer hereunder, or (c) any act done or words spoken by Performer in connection with the production, broadcast or dissemination of any Programs.

5.2. Fox shall similarly indemnify and hold Performer harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of the use of any materials furnished by Fox in connection with the broadcast of any Programs and any acts done or words spoken which were approved in advance by Fox, and/or any breach by Fox of its obligations hereunder.

5.3. Each party will give the other prompt written notice of any such claims and/or legal proceedings and shall cooperate with each other on all matters covered by this paragraph, which shall survive the expiration or termination of this Agreement.

## **6. COMMISSIONS**

Performer shall be solely responsible for any and all compensation to brokers or agents in connection with the making and/or performance of this Agreement, and Performer shall indemnify Fox against any and all claims therefor.

## **7. INTERNET RESTRICTIONS:**

Performer shall not participate in or publish a web log (i.e. a "blog"), post on internet message boards or chat rooms, maintain a website or publish any other similar content on the internet or through any other form of communication or new media (including iPods), whether now known or hereafter devised, via personal computer, personal email, instant messenger, Blackberry, PDA, cellular telephone or other wireless or online method, or any other method whether now known or hereafter devised, without Fox's express prior written permission in each instance.

**DRAFT**

## **8. PROMOTION**

Performer shall from time to time make personal appearances as and when reasonably requested by Fox in consultation with Performer, and shall also render services for promotional announcements, both television and radio, all without any additional compensation.

## **9. SECTION 508 OF THE FEDERAL COMMUNICATIONS ACT**

Performer warrants that neither Performer, nor to the best of Performer's knowledge, information and belief, has any person accepted or agreed to accept, or paid or agreed to pay, any money, service or any valuable consideration, as defined in Section 508 of the Communications Act of 1934, as amended, for the broadcast of any matter contained in the Program, and Performer further warrants that Performer shall not, during the Term hereof, accept or agree to accept (except from Fox), or pay or agree to pay any money, service or any valuable consideration as defined in Section 508 of the Communications Act of 1934, as amended, for the broadcast of any matter contained in the Programs. It is agreed that a violation by Performer of the provisions of this paragraph gives Fox the right to terminate this Agreement and Performer's employment hereunder for cause. The foregoing, however, shall not limit Fox's right to terminate for any other cause.

## **10. INJUNCTIVE RELIEF**

Performer acknowledges that the services to be performed by Performer and the rights and privileges granted to Fox hereunder are special, unique, unusual and extraordinary and are of an artistic and professional character giving them a peculiar value, the loss of which cannot reasonably or adequately be compensated for in damages in an action at law, and the breach by Performer of any provisions contained herein will cause irreparable injury and damage. Accordingly, Fox shall be entitled as a matter of right, without further notice, to seek an injunction and other equitable relief to prevent the violation of any of the provisions of this Agreement by Performer. Neither this provision nor the exercise by Fox of any of its rights hereunder shall constitute a waiver by Fox of any other rights which Fox may have to damages or otherwise.

## **11. NAME AND LIKENESS**

Performer hereby grants to Fox the right to use and license others to use, as pre-approved by Performer, Performer's name, stage name, recorded voice, biographical data, portrait, likeness and/or picture for advertising purposes and/or purposes of trade in connection with the Programs and in connection with Fox's institutions, products and services and the institutions, products and services of any sponsor of the Programs, provided that no such use shall constitute an endorsement or testimonial by Performer for any institution, product or service without Performer's prior written consent.

**DRAFT**

## 12. FORCE MAJEURE

If Fox's normal business operations or the production or dissemination of Programs is materially hampered or otherwise interfered with by reason of an event of Force Majeure or other disruptive event which is beyond Fox's control, then Fox shall have the right upon notice to Performer to suspend the rendition of services by Performer and Fox shall have no obligation to pay Performer during such Force Majeure. As used herein "Force Majeure" shall include but not be limited to events beyond the control of Fox, such as a labor dispute, strike, acts of God (including weather, governmental action, regulations or decrees). In the event of a Force Majeure which continues for 30 consecutive days, Fox and Performer shall each have the right to terminate this Agreement upon 30 days prior written notice thereof provided the Force Majeure is still in effect upon the effective date of termination. If upon receipt of Performer's notice of termination Fox resumes payment of compensation to Performer, Performer's notice of termination shall be deemed null and void, and the Agreement shall continue in full force and effect as though no notice of termination had been given.

## 13. PERFORMER INCAPACITY

Subject to standard Fox employment policies, if Performer is prevented from or materially interfered in the rendition of services, by reason of illness, material physical or mental disability or alteration in Performer's appearance or impairment of voice or other cause which would make Performer's failure to render services excusable at law, Fox shall have no obligation of payment hereunder except that Fox shall pay Performer for up to two weeks during each Contract Year.

## 14. GENERAL

14.1. This Agreement is non-assignable by Performer and any purported assignment by Performer shall be void. This Agreement shall inure to the benefit of Fox's successors, assignees, and Affiliates, and Fox and any subsequent assignee may freely assign this Agreement, in whole or in part, to any party, provided that such party assumes and agrees in writing to keep and perform all of the executory obligations of Fox hereunder. As used in this Agreement, the term "Affiliate" shall mean any company controlling, controlled by or under common control with Fox.

14.2. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate, nor be construed as a waiver of any subsequent breach by such other party.

14.3. The paragraph headings contained in this Agreement are for reference purposes only and shall not be deemed to affect, qualify or amplify the scope of the referenced paragraphs.

14.4. This Agreement is subject to Fox's standard employment policies.

Exhibit C:

Guidelines for Performers Under Contract To Fox News Wishing to Write Books

DRAFT

If a Performer under Contract requests to write a book, she must adhere to the following guidelines:

1. In order to make the request to write the book, Performer cannot be in breach of her contract with Fox News or in the midst of curing a breach of her contract.
2. Provided Performer is not in breach of or curing a breach of her contract, then Performer shall *first* seek Fox's approval to write a book *prior to* discussing, entertaining, and/or negotiating any book deal with a publisher or distributor.
3. Fox News shall receive 10% of the net profits from all book sales after earnout of any advance.
4. Performer will submit to Fox News for approval a written outline of the book, including title, before submitting it to the publisher.
5. With regard to publishing the book, Performer shall give Harper Collins (and no other party, other than Fox News) a first look at the book. Harper Collins shall have 10 business days after receipt of the book material to notify Performer whether or not Harper Collins desires to negotiate for the publishing rights (the "Rights"). Notice of Harper Collins' election shall be given to Performer in writing, and Harper Collins' failure to serve notice of its election shall constitute an election by Harper Collins not to negotiate. If Harper Collins elects not to negotiate, then Performer shall be free to dispose of the Rights to others.
  - 5.1. If Harper Collins serves notice of its election to negotiate for the Rights, Performer shall negotiate in good faith exclusively with Harper Collins for 20 business days as to terms and conditions for the licensing or sale of such Rights to Harper Collins. In the event the parties do not reach agreement during said 20-day period, then subsequent to said 20-day period Performer shall accord Harper Collins a right of first refusal on any offers made to Performer to publish the book by other entities which Performer is willing to accept. Harper Collins shall have 10 business days to match such offer. In no event shall Performer accept an offer to publish the book from any entity which offer is less than the last offer made to Performer by Harper Collins.
6. Assuming Fox News gives permission to write a book, then Fox News shall approve the topic and title of the book, and Fox News shall have sole control over the use of any Fox News logos, trademarks, etc. in connection with the book and its promotion.
7. The writing of the book can never interfere in any way with Performer's services for Fox



News. This is of the essence. Accordingly, Performer is required to submit to Fox News in writing a schedule for the days and times when Performer will write and otherwise work on the book.

8. No materials belonging to Fox News, including, without limitation, whole or partial transcripts of Fox News programming, may be included in the book without the express prior written permission of Fox News. In the event Fox News gives permission to use such materials, Performer and Fox News shall agree upon a fee due to Fox News for such use.
9. If Performer is a Fox News journalist: Nothing about the book shall harm, in any way, Performer's reputation as an objective, fair and balanced, newsperson and journalist, or the reputation of Fox News, including the Fox News Channel.
10. If Performer is a Fox News opinion maker: The book shall be consistent with Performer's current public image and cannot harm, in any way, the reputation of Performer or Fox News, including the Fox News Channel.
11. Once the book is published, Performer can promote it no more than twice per week on the Fox News Channel, each time in no more than 20-second increments. Any additional promotion time must be purchased by Performer and will be sold to Performer in Fox News' sole discretion. If any other Performer or guest on the Fox News Channel promotes the book, such promotion shall count as one of the spots referenced in the first sentence of this paragraph 11.
12. Any book tours or promotional campaigns, including, without limitation, television appearances on programs and networks other than on the Fox News Channel, shall be pre-approved by Fox News, shall be done only on Performer's vacation time, and shall never include appearances on CNN, CNBC or MSNBC. For appearances on the NBC Broadcast Network, Performer must get an assurance that her appearance will not be repeated on MSNBC or CNBC.

NOTE:

IF PERFORMER VIOLATES ANY OF THE FOREGOING, SUCH VIOLATION SHALL BE CONSIDERED A BREACH OF PERFORMER'S EMPLOYMENT AGREEMENT WITH FOX NEWS.

FOX NEWS HAS THE RIGHT, IN ITS SOLE, REASONABLE DISCRETION, TO DECLINE PERFORMER'S REQUEST TO WRITE A BOOK IF FOX NEWS BELIEVES, IN ITS SOLE DISCRETION, THAT SUCH WRITING IS NOT IN THE BEST INTEREST OF FOX NEWS.