

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

**DATE OF REPORT
(DATE OF EARLIEST EVENT REPORTED)
August 9, 2023**

Fox Corporation
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

Delaware
(STATE OR OTHER JURISDICTION
OF INCORPORATION)

001-38776
(COMMISSION
FILE NO.)

83-1825597
(IRS EMPLOYER
IDENTIFICATION NO.)

1211 Avenue of the Americas, New York, New York 10036
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES, INCLUDING ZIP CODE)

(212) 852-7000
(REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbols	Name of Each Exchange on Which Registered
Class A Common Stock, par value \$0.01 per share	FOXA	The Nasdaq Global Select Market
Class B Common Stock, par value \$0.01 per share	FOX	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On August 11, 2023, the Company announced that Viet D. Dinh will be transitioning from Chief Legal and Policy Officer to Special Advisor effective December 31, 2023. On August 9, 2023 Mr. Dinh entered into a Transition and Separation Agreement with the Company pursuant to which he will receive a lump-sum cash payment equal to \$23 million in settlement of (i) all cash severance otherwise payable under his Employment Agreement plus (ii) the cash value of all outstanding unvested equity awards granted under the Shareholder Alignment Plan, which unvested equity awards will be cancelled as of August 31, 2023. Mr. Dinh will receive health and welfare benefits consistent with his Employment Agreement through June 30, 2025, and will remain bound by the restrictive covenants (including non-competition, non-solicitation, confidential information, and intellectual property) contained therein. Mr. Dinh also entered into an Advisory Services Agreement pursuant to which he will serve as Special Advisor for a term of two years, for which he will be compensated \$2.5 million per year.

The foregoing description of the Transition and Separation Agreement and the Advisory Services Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of each of the Transition and Separation Agreement and the Advisory Services Agreement, copies of which are attached hereto as Exhibits 10.1 and 10.2, respectively, and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Transition and Separation Agreement, dated August 9, 2023, between Fox Corporation and Viet D. Dinh.
10.2	Advisory Services Agreement, dated August 9, 2023, by and among Fox Corporation, Viet D. Dinh, P.C., and Viet D. Dinh.
99.1	Press release issued by Fox Corporation, dated August 11, 2023, announcing the transition of Fox Corporation's Chief Legal and Policy Officer.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

FOX CORPORATION

By: /s/ John Nallen
Name: John Nallen
Title: Chief Operating Officer

August 11, 2023

TRANSITION AND SEPARATION AGREEMENT

1. **TRANSITION AND SEPARATION AGREEMENT:** This writing represents the Transition and Separation Agreement (“Agreement”) between Fox Corporation (“the Company”) and Viet D. Dinh (“Executive”), and the following promises represent full and mutual consideration for the Agreement.
2. **TERMINATION OF EMPLOYMENT CONTRACT / LAST DAY OF EMPLOYMENT:** The written Employment Agreement, as amended (the “Employment Contract”), between Executive and the Company (effective March 19, 2019, as amended November 10, 2021) and Executive’s employment with the Company will terminate with effect on December 31, 2023 (“the Separation Date”), unless earlier terminated by the Company for Cause (as defined in the Employment Contract) or by Executive with Good Reason (*provided, that* Executive agrees and acknowledges that the transition of any of Executive’s duties and responsibilities as provided hereunder shall not constitute “Good Reason” for purposes of this Agreement or the Employment Contract) or as a result of Executive’s death or Disability (as such terms are defined in the Employment Contract), and such earlier termination shall be the Separation Date. Between the date hereof and the Separation Date, the Employment Contract and the duties and obligations thereunder will remain in full force and effect (and Executive shall continue to hold the title of Chief Legal and Policy Officer of the Company), *provided* the Company agrees not to terminate Executive other than for Cause prior to the Separation Date and Executive agrees not to terminate employment prior to the Separation Date without Good Reason. Accordingly, as of the Separation Date (or, if earlier, upon termination by the Company for Cause or Executive’s termination with Good Reason), Executive and the Company are each released from all obligations to the other under the Employment Contract other than those stated in Sections 8 through 13, which by their express terms survive the termination of the Employment Contract and Executive’s employment with the Company. In addition, with effect as of the Separation Date (or, if earlier, upon a termination by the Company for Cause or by the Executive for any reason) without further action required of either party hereto, Executive hereby resigns from any and all positions which Executive holds on the Company’s or any of its subsidiaries’ board of directors. Executive shall continue to be indemnified by the Company and its affiliates for his services prior to the Separation Date on the same basis he is currently so covered and shall continue to be covered by any applicable directors’ and officers’ liability insurance policy(ies) procured by the Company or its affiliates, including “tail” coverage if applicable on the same basis he is currently so covered.
3. **PROMISES OF THE COMPANY:** Subject to Executive’s continued employment with the Company through the Separation Date and compliance in all material respects with the other terms and conditions of this Agreement, the Company agrees to provide the payments and benefits set forth in this Section 3 as follows:
 - a. **Separation Payment:** In consideration for this Agreement, the Company shall pay to Executive (or to his legal representative or the legal representative of his estate) the total amount of \$23,000,000, less appropriate deductions for federal, state and other applicable taxes. This payment shall be delivered to Executive (or to his legal representative or the legal representative of his estate) via overnight mail or direct deposit to the last bank account on file for Executive with the Company as soon as practicable (but in all events within ten (10) days) after the Second Release Effective Date (as defined below).

b. **COBRA Payment:** In consideration for this Agreement, and subject to the occurrence of the Second Release Effective Date, the Company also agrees to pay the entire premium necessary for Executive and Executive's eligible dependents to continue coverage under the Company's group health, dental, and vision insurance plans in which Executive and Executive's eligible dependents were enrolled at the time of the termination of Executive's employment, for a period commencing on the first day of the month following the date Executive's as-employed benefits cease and ending on June 30, 2025; provided, however, that Executive shall be exclusively responsible for making a timely election for COBRA coverage for Executive and Executive's eligible dependents. Executive shall also remain entitled to participate through the conclusion of Executive's consulting service with the Company (as set forth in that certain Advisory Services Agreement, effective as of August 9, 2023, by and among Executive, the Company, and Viet D. Dinh P.C., a District of Columbia professional corporation) in the supplemental health plan in which he (and his eligible dependents) presently participates on the same basis (including costs) that he is presently so covered. Following June 30, 2025, to the extent permitted by the terms of the Company's group health, dental, and vision insurance plans then in effect, Executive may elect to purchase continued coverage for up to one additional year *provided* Executive pays the full cost (including any incremental service or administrative fees) of premiums thereunder.

c. **Treatment of Equity Awards:** Reference is made to those certain equity-based awards granted to Executive pursuant to the Fox Corporation 2019 Shareholder Alignment Plan (the "Outstanding Equity Awards"). All Outstanding Equity Awards that remain unvested in accordance with their terms as of the August 31, 2023 will immediately be canceled for no consideration on August 31, 2023 and Executive shall no longer have any rights with respect thereto. Any Outstanding Equity Awards which would vest between the date hereof and August 31, 2023 shall continue to vest pursuant to their terms. Any outstanding vested Company stock options may be exercised by Executive (or, in the event of his death or Disability prior to December 31, 2023, by his legal representative or the legal representative of his estate) until the conclusion of the original term of each such stock option; following which date any Company stock options that remain unexercised will immediately expire. For the avoidance of doubt, Executive shall be permitted to retain all outstanding shares of Fox Class A Common Stock acquired by Executive prior to the date hereof in settlement or exercise of Executive's equity-based awards (including any distributions with respect thereto or proceeds from the sale thereof).

d. **Qualified Retirement Benefits:** The execution of this Agreement will have no effect whatsoever on any rights Executive has or may have in the future to collect benefits under any Company 401k plan, or to roll over any Company 401k monies into an Individual Retirement Account. Any such benefits shall be payable (or not payable) or rolled over (as applicable) in exactly the same manner, on exactly the same terms and under exactly the same conditions as though this Agreement had never been entered into.

e. **No Additional Payments Owed:** Executive acknowledges and warrants that, except as explicitly provided in this Agreement, Executive is entitled to no additional payments of any type, including but not limited to wages (other than wages accrued through the date hereof and then through the Separation Date), overtime, vacation, performance stock units, severance, or sick days. Executive also acknowledges and warrants that Executive has been reimbursed for or has submitted for reimbursement all business expenses Executive has incurred during Executive's

employment prior to signing this Agreement, and Executive will submit for reimbursement all business expenses Executive may incur prior to the Separation Date by no later than ten (10) days following the Separation Date.

f. **No Claims.** The Company represents that as of the date of this Agreement, none of the Company's executive officers nor any of the members of the Company's Board of Directors are aware of any claims, causes of actions, charges, judgments or similar that it or any Released Party (as defined below) has against Executive.

g. **No Defamatory Statements.** The Company will not issue any press release or make any formal pronouncements, and will direct the members of its Board of Directors, executive officers, investor relations team, and public relations team, in each case, as constituted on the date of this Agreement and on the Separation Date (the "Key Personnel") not to issue or make, defamatory statements that are intended to harm Executive. Nothing in this Agreement shall be construed to prohibit the Company or any of the Key Personnel from reporting conduct to, providing truthful information to or participating in any investigation or proceeding conducted by a federal or state government agency or self-regulatory organization, from making statements in confidence to a professional advisor for the purpose of securing professional advice or from making truthful comments in the ordinary course of Executive's continued employment with the Company (e.g., performance reviews) or pursuant to any legal dispute between the Company or its affiliates and Executive. The Company shall be permitted to make truthful statements to rebut any false or misleading statements made about the Company by the Executive or Executive's representatives.

4. PROMISES OF EXECUTIVE:

a. **Released Actions/General Release:** With the sole exceptions described in this paragraph, Executive (on behalf of himself and all his heirs, assigns, legal representatives, successors in interest, or any person claiming through Executive) hereby releases the Company and each of its divisions, subsidiaries, benefit plans and all other affiliated entities, as well as all their current and former employees, officers, directors, agents, shareholders, attorneys, accountants, partners, insurers, advisors, partnerships, assigns, successors, heirs, predecessors in interest, joint venturers, and affiliated persons of all those entities, each in their respective official capacities as such (collectively "Released Parties"), from all liabilities, causes of action, charges, complaints, suits, claims, obligations, costs, losses, damages, injuries, rights, judgments, attorney's fees, expenses, bonds, bills, penalties, fines, liens, and all other legal responsibilities of any form or nature whatsoever, in law or equity, fixed or contingent, whether known or unknown or suspected or unsuspected to exist by Executive, which Executive have or had or may claim to have by reason of any and all matters from the beginning of time to the present, including but not limited to those arising from Executive's employment and separation from the Company (including the termination of the Employment Contract) or pursuant to any federal, State, or local laws, regulations, executive orders or other requirements, including, but not limited to, federal, state and local wage and hour laws, federal, state and local whistleblower laws, federal, state and local fair employment laws, federal, state and local anti-discrimination laws, federal, state and local labor laws, Section 1981 of the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act, the Americans with Disabilities Act, the Employment Retirement Income Security Act of 1974, the Vietnam Era Veterans Readjustment Assistance Act,

the Fair Credit Reporting Act, the Fair Labor Standards Act, the Age Discrimination in Employment Act (“ADEA”), as amended by the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act of 1988, the Occupational Safety and Health Act, the Sarbanes-Oxley Act of 2002, the Genetic Information Nondiscrimination Act of 2008 as each has been or may be amended from time to time. Hereinafter, all such matters will be collectively referred to as “Released Actions.” Hereinafter, all such matters will be collectively referred to as “Released Actions.” This release does not extend to rights Executive may have to enforce the provisions of this Agreement and does not release claims that cannot be released as a matter of law (including, but not limited to, claims under applicable State law for workers’ compensation benefits and/or indemnification) or any claims arising solely after the Effective Date of this Agreement.

b. **Knowing and Voluntary Release of Statutory Claims, Including Claims of Discrimination, Harassment, and Retaliation:** Executive specifically intends to include, as a Released Action, any and all claims relating to any violation of the statutes referenced herein (e.g., for discrimination, harassment, or retaliation), including claims related to actual or perceived race, religious creed, color, national origin, ancestry, citizenship, age, physical disability, mental disability, medical condition, genetic information, marital status, family status, caregiver status, sex (including pregnancy status, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, sexual orientation, sexual and reproductive health choices, hair texture or hairstyles, military or veteran status, political affiliation, arrest or conviction record, union membership, unemployment status, credit history, status as a victim of domestic violence, stalking, or sexual offenses, or any other legally protected characteristic, or for having engaged in any protected activity, under Title VII of the 1964 Civil Rights Act, the Equal Pay Act, the Americans with Disabilities Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Section 1981 of the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Employment Retirement Income Security Act of 1974, the Vietnam Era Veterans Readjustment Assistance Act, the Fair Credit Reporting Act, the Age Discrimination in Employment Act (“ADEA”), as amended by the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act of 1988, the Occupational Safety and Health Act, the Sarbanes-Oxley Act of 2002, the Genetic Information Nondiscrimination Act of 2008, California Fair Employment and Housing Act; the California Constitution; the California Consumer Privacy Act; the California Family Rights Act; the California Government Code; the California Labor Code; the California Business & Professions Code, or any other law, regulation or ordinance that may have arisen before the effective date of this Agreement, including but not limited to those arising from Executive’s employment and separation from the Company. Notwithstanding the foregoing, Executive does not release the following: (i) Executive’s right to vested accrued benefits and compensation under the Company’s 401(k) plan; (ii) Executive’s right to amounts due under this Agreement; (iii) Executive’s right to continued indemnification by the Company and coverage under directors’ and officers’ liability insurance policies procured by the Company or its affiliates to the extent such right exists as of the date of this Agreement; and (iv) Executive’s rights as an equity holder in the Company.

c. **ADEA:**

(i) **Age Discrimination Is Specifically Intended to Be Included As a Released Action:** Executive acknowledges that Executive specifically intends that Released Actions shall include the ADEA, except for any allegation that a breach of the ADEA occurred following the effective date of this Agreement. This provision does not extend to any rights Executive may have to challenge the validity of the release of claims arising under the ADEA.

(ii) **Additional Consideration:** Executive agrees that promises in this Agreement by the Company represent obligations by the Company to Executive that are in addition to anything of value to which Executive was otherwise entitled from the Company and that consideration has been paid by the Company (beyond that which would have otherwise been paid) in order to effect a valid waiver of Executive's claims under the federal age discrimination laws.

(iii) **Advice to Consult Attorney:** Executive is hereby advised to consult with Executive's attorney prior to signing this Agreement because Executive is giving up significant legal rights. Executive acknowledges that Executive has been so advised and has, in fact, consulted fully with Executive's attorney prior to Executive's signing this Agreement.

(iv) **Reasonable Time to Consider Settlement Agreement:** Executive acknowledges that Executive has been given a reasonable period of time (at least 21 days, if Executive so chooses) to consider this Agreement prior to signing it. **Executive understands that Executive have seven (7) days following Executive's signing of this Agreement to rescind it, but only insofar as it effects a release of a claim for violation of the ADEA.** To rescind this Agreement, Executive must send an email stating Executive's rescission to Jeff Taylor, general counsel for the Company, at Jeff.Taylor@fox.com before the end of the seven-day period. In the event of such a rescission, the Company shall no longer be obligated to pay Executive the consideration identified in Paragraph 3 hereof. Instead, the Company shall pay Executive \$500.00 as consideration for the remainder of this Agreement, which shall remain in full force and effect, including Executive's release of all other non-ADEA Released Actions.

d. **Waiver of Unknown Claims.** Executive understands and agrees that the releases as set forth in Sections 4(a) and 4(b) shall be effective as a full and final release by Executive of each and every Released Action described, including but not limited to any known or unknown claims and any suspected or unsuspected claims. In furtherance of this intention, Executive expressly waives any and all rights under any state, federal or local law, regulation, or common law that prohibit the release of unknown or unsuspected claims, including but not limited to Section 1542 of the California Civil Code ("Section 1542") or any similar or analogous law, regulation, or common law. For Executive's understanding, the text of Section 1542 states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

e. **Re-Execution of the Release.** The Company's obligations under paragraph 3(a) and 3(b) of this Agreement are strictly contingent upon Executive's re-execution and non-revocation of this Agreement within twenty-one (21) days following the Separation Date. The date of Executive's re-execution of this Agreement is referred to herein as the "Re-Execution Date". By re-executing this Agreement, Executive advances to the Re-Execution Date Executive's general waiver and release of all claims against the Released Parties and the other covenants set forth in this Agreement. Executive acknowledges Executive has seven (7) calendar days from the Re-Execution Date to revoke his re-execution of the Agreement. In the event of such revocation, the date of the releases and covenants set forth in this Agreement shall not be advanced, but shall remain effective up to and including the date upon which Executive originally signed this Agreement. Provided that Executive does not revoke his re-execution of this Agreement within such seven (7) day period, the "Second Release Effective Date" shall occur on the eighth (8th) calendar day after the date on which Executive re-executes it.

f. **Return of Property:** Executive agrees to return within seven (7) business days following the Separation Date all the Company's property in Executive's custody, possession or control, including but not limited to any security access cards, car transponders or decals for access to the Company's parking lot, keys, computer disks, cellular telephones, DVDs, CDs, memory cards, hard drives, flash drives, laptops, pdas, work files, memoranda, notes, records and other documents made or compiled by Executive or made available to Executive during the term of Executive's employment and related to that employment (other than de minimis items). Notwithstanding the foregoing, (i) Executive may retain Executive's Company telecommunications and computer equipment in his possession following the Separation Date along with Executive's contacts, calendar and personal notes and documents (including records and documents needed to file his personal tax returns), *provided* the Company has been given an opportunity to remove all Company confidential information therefrom; and (ii) any memoranda, notes, records, documents and copies of documents containing Company property and/or confidential information may be irrevocably destroyed rather than returned to the Company.

g. **Ownership:** Unless prohibited or excluded by applicable law (including California Labor Code Section 2870 or any analogous law of the State in which Executive work), Executive agrees the Company is entitled to and owns as its exclusive property all the results and proceeds of all work or services Executive performed for the Company or that Executive created or provided to the Company as its employee during Executive's employment that relates to Executive's employment, regardless of the stage of completion (hereinafter collectively referred to as the "Works"). These Works shall be considered work-for-hire for purposes of copyright. These Works include but are not limited to all written work, research, computer programs, designs, ideas, concepts, drawings, original works of authorship, inventions, developments, know-how, improvements, trade secrets, or other tangible or intangible work product produced, regardless of whether Executive created the work product by himself or with others. In all cases where the Company is entitled to and owns the Works, the Company's ownership rights are as broad as legally allowable and will include all rights in all media now known or hereafter devised, in all languages throughout the universe, and in the production, manufacture, recordation and reproduction, by any art, medium or method of the same. The Company's ownership rights in these Works will continue in perpetuity, and include all copyright, trademark, patent or other intellectual property rights, including but not limited to mask work rights, moral rights and trade secrets. The Company shall be deemed the author of the Works and entitled to the copyright

therein (and all renewals and extensions thereof), with full ownership to the original, and all copies of the Works prepared by Executive. The Company shall have the right to dispose of same, or make any or all uses thereof, at any time and in the exercise of its absolute judgment and discretion. Executive agrees to immediately submit to the Company all information that pertains to the Works, and the underlying rights, including but not limited to a list of all Works, all research, plans, designs, specifications, and any other documents or information that relates to the Works. Executive shall not retain any copies of the Works, or of any part thereof, without the prior written consent of the Company. Even if such consent is granted, Executive shall not display, reproduce, sell, offer for sale, or otherwise distribute any copies of the Works, or any part thereof, without the further prior written consent of the Company. Executive agrees to assist and support the Company to perfect any patent or other rights the Company has in any of Executive's Works. Unless otherwise required by law, this support shall be provided without additional cost to Company. This support may include, but is not limited to, Executive's signature on necessary documents, and Executive's reasonable review and comment on draft patent applications and any documents opposing such applications. The breach of this Agreement on any grounds and by any party, shall not affect the Company's sole and exclusive ownership of the Works.

h. Confidentiality:

(i) Executive and the Company, as applicable, warrant that no disclosure or other use of any kind whatsoever shall ever be made by Executive or Company, Executive's or Company's legal counsel or any other person acting on Executive's or Company's behalf concerning any discussions that gave rise to this Agreement unless legally required under applicable law or by a court of competent jurisdiction. Executive and the Company shall also not be prohibited from testifying truthfully in any judicial or other governmental proceeding or to the extent reasonably necessary in any legal dispute between the Company or its affiliates and Executive, including as to any matter to which this Section 4(h)(i) would otherwise apply. For the avoidance of doubt, this Section 4(h)(i) shall not prohibit the Company from satisfying any disclosure obligations required under the United States securities laws or other applicable law or from filing a press release disclosing the subject matter of this Agreement.

(ii) In furtherance of this provision, Executive hereby assigns to the Company any and all rights to publicity concerning any matter relating to the issues that resulted in Executive's separation from the Company and/or this Agreement (provided, that, the Company shall not use such right in violation of Section 3(g) hereof). Executive agrees that Executive will not publish, contribute to or otherwise facilitate the creation of any story, book or other account relating to the Company that would violate Section 4(l) hereof. In the event Executive ever receives any compensation for any publicity, story, book or other disclosure in violation of the immediately prior sentence, in addition to any other remedies the Company may have under applicable law, all such compensation shall be immediately given over to the Company. For the avoidance of doubt, this paragraph shall not prohibit the publication of Executive's commencement of employment or service with any other entity. In addition, Executive may make neutral or positive references to his employment with the Company in any public description of his career and biography (e.g., LinkedIn profile, public company disclosures, biography on the website of a subsequent employer, etc.).

i. **Standing; No Assignment:** Executive expressly represents and warrants that Executive has standing to release any and all claims Executive has or may have against the Company and the other Released Parties (including all Released Actions), and that Executive is not a “debtor” within the meaning of the federal bankruptcy statutes. Executive further represents and warrants that Executive shall not and has not assigned, transferred or conveyed to any person or entity any Released Actions against any Released Party.

j. **Indemnification:** Executive shall indemnify the Company and all other Released Parties against any loss or liability whatsoever (including court costs and reasonable attorney’s fees) caused by any action or proceeding that is brought by Executive or on Executive’s behalf with respect to any Released Action, including all costs and reasonable attorneys’ fees incurred by the Company in its defense of any such action or any action by Executive challenging the validity of this Agreement or any of its provisions.

k. **No Pending Charges or Lawsuits:**

(i) Executive represents that, as of the date Executive executes this Agreement, Executive has not filed any complaints or charges (e.g., with the Equal Employment Opportunity Commission) or lawsuits against the Company or, with respect to the Company, any other Released Party with any governmental agency or in any court. Executive agrees that Executive will not file in any court any lawsuits against the Company or any other Released Party regarding any Released Action at any time in the future; provided, however, this shall not limit Executive from pursuing any claim or lawsuit not released by Executive under this Agreement (e.g., claims that Executive may not release as a matter of law).

(ii) Nothing in this Agreement shall be construed to prevent Executive from filing a complaint or charge with, providing information to, and/or from participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Securities and Exchange Commission, the National Labor Relations Board, or any other Federal or state government agency. However, Executive agree that by signing this Agreement Executive are fully waiving Executive’s right to obtain all monetary or other relief that could otherwise be recoverable in any legal proceeding brought by Executive against the Company or any Released Party.

l. **No Defamatory Statements:** Executive will not make any defamatory statements that are intended to harm the Company or any of its subsidiaries or affiliates or their current or former executives, directors, employees, or material shareholders. Nothing in this Agreement shall be construed to prohibit Executive from reporting conduct to, providing truthful information to or participating in any investigation or proceeding conducted by a federal or state government agency or self-regulatory organization, from making statements in confidence to a professional advisor for the purpose of securing professional advice or from making truthful comments in the ordinary course of Executive’s continued employment with the Company (e.g., performance reviews) or from making statements to or filing documents with a court of competition jurisdiction, an arbitrator, or a mediator pursuant to any legal dispute between the Company or its affiliates and Executive.

5. **PROMISES OF EXECUTIVE AND THE COMPANY:**

- a. **No Admission of Wrongdoing:** This Agreement is not to be construed as an admission, by either, of any wrongdoing, by either.
- b. **Full and Independent Knowledge:** Executive and the Company represents and agrees that each has carefully read and fully understands all of the provisions of this Agreement, that each has been given a reasonable period of time to consider this Agreement, and that each is voluntarily entering into this Agreement. Executive is advised to consult with an attorney of Executive's own choice prior to signing this Agreement.
- c. **Supplemental Documentation:** Executive and the Company agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the terms and intent of this Agreement and which are not inconsistent with its terms.
- d. **Beneficiaries/Estate:** In the event of Executive's death, the Company shall provide Executive's estate (or beneficiaries) with any outstanding payments due to Executive under this Agreement.
- e. **No Mitigation/Offset:** In no event shall Executive be obligated to seek or obtain other employment after the date of termination or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement, and such amounts shall not be reduced, whether or not Executive obtains other employment.

6. **CONSTRUCTION OF THIS AGREEMENT:**

- a. **Choice of Law:** Except as set forth in the immediately following sentence, this Agreement is to be construed under the laws of the state of California without reference to principles of choice of law that might call for application of the substantive law of another jurisdiction. The Executive and the Company agree that any references under this Agreement to the Employment Contract, and any provisions of the Employment Contract that survive following the Separation Date shall continue to be construed under the laws of the state of New York without reference to principles of choice of law that might call for application of the substantive law of another jurisdiction.
- b. **Invalid Agreement Provisions:** Should any provision of this Agreement become or be held to be legally unenforceable, no other provision of this Agreement shall be affected, and this Agreement shall be construed as if the Agreement had never included the unenforceable provision; provided, that the parties shall use commercially reasonable efforts to modify any such provision to make it enforceable without adding any further burdens or obligations hereunder.
- c. **No Other Agreements:** This Agreement represents the full agreement between Executive and the Company and, including the referenced agreements herein, other than as stated in Paragraph 2, supersedes any other agreements, oral or written, between Executive and the Company or any of its officers or employees. In signing this Agreement, neither Executive nor the Company relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. Both the Company and Executive represent and warrant that

each enters into this Agreement knowingly, voluntarily, and willingly, without any threat, duress or coercion. This Agreement may be modified only by written agreement of the Company and Executive and may not be modified by any oral agreement.

d. **Construction of Agreement:** This Agreement is deemed to have been drafted jointly by the Company and Executive. Any uncertainty or ambiguity shall not be construed for or against the Company or Executive based on attribution of drafting to either.

e. **Section 409A.** This Agreement is intended to comply with or be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and other guidance promulgated thereunder (“Section 409A”), and shall be interpreted and administered accordingly. For purposes of Section 409A, all expenses or other reimbursements under this Agreement shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by Executive. The amount of any expenses eligible for reimbursement, or in-kind benefits provided, in any taxable year shall in no way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, and any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit.

f. **Contents of Agreement:** This Agreement consists of eleven (11) pages.

7. **EFFECTIVE DATE OF THIS AGREEMENT:** This Agreement shall be effective on the date signed by the Company and Executive and if those signatures are on different dates, the effective date of this Agreement shall be the latter of those dates. The Agreement may be executed in counterparts; each counterpart shall be deemed as an original as to the party being charged. The parties agree that facsimiles of or scanned (e.g., by PDF) or electronic (e.g., through Adobe Sign or similar service) signatures shall be deemed as originals for purposes of effectuating this Agreement.

8. **EXPIRATION OF THE COMPANY’S OFFER:** To accept the terms of this Agreement, including the Company’s offer of consideration to Executive identified in Paragraph 3 above, Executive must sign and return this Agreement to the Company by August 28, 2023. If Executive does not sign and return this Agreement to the Company by August 28, 2023, this Agreement shall be deemed rescinded and void.

This Agreement is executed as follows:

EXECUTIVE

Dated: August 9, 2023

By: /s/ Viet D. Dinh
Viet D. Dinh

FOX CORPORATION

Dated: August 9, 2023

By: /s/ John Nallen
John Nallen
Chief Operating Officer
on behalf of Fox Corporation

This Agreement is re-executed as follows (not to be signed prior to the Separation Date):

EXECUTIVE

Dated:

By: _____
Viet D. Dinh

FOX CORPORATION

Dated:

By: _____
John Nallen
Chief Operating Officer
on behalf of Fox Corporation

ADVISORY SERVICES AGREEMENT (this "Agreement") effective as of August 9, 2023 (the "Effective Date"), by and among FOX CORPORATION, a Delaware corporation (the "Company"), Viet D. Dinh P.C., a District of Columbia professional corporation ("Consultant"), and Viet D. Dinh (the "Principal").

WHEREAS, the Company desires Consultant to provide consulting services for the benefit of the Company and certain of its subsidiaries (collectively, the "Company Group"), and Consultant is willing to provide such services, in a consulting capacity, for the period and upon such other terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, and intending to be legally bound, the parties hereto hereby agree as set forth below:

1. Term. Subject to earlier termination pursuant to Section 4, the term of this Agreement shall be effective as of the earlier of (a) January 1, 2024 and (b) one business day following the date on which the Principal (as defined below) terminates employment with the Company with Good Reason (as defined in that certain Employment Agreement between the Principal and the Company, effective March 19, 2019, as amended on November 10, 2021 (the "Employment Contract")) (such date, the Commencement Date) and shall continue until the second anniversary thereof. The period of time from the Commencement Date through the termination of this Agreement is herein referred to as the "Term." For purposes of this Agreement, references herein to the Consultant shall be deemed to include the Principal except where Principal is specifically identified.

2. Services; Independent Contractor Status.

(a) During the Term, Consultant shall be available to provide assistance and advice to the Company Group related to all litigation ongoing as of the Commencement Date (the "Services"). Consultant shall cause the Services to be principally performed by Principal, and Principal has agreed to perform the Services. It is acknowledged and agreed that Consultant is a member of the Bar in the District of Columbia and any portion of the Services that involve the practice of law in California will be supervised by a qualified California in-house attorney. Consultant shall devote such time and resources as are reasonably necessary for the performance of the Services hereunder on an as-needed basis as may reasonably be requested by the Office of the Chairman, the Chief Legal Officer or the General Counsel of the Company. Consultant shall (and shall procure that Principal shall) diligently perform the Services in accordance with all appropriate professional standards and in the best interests of the Company Group.

(b) Subject to Sections 5 and 6, and provided Consultant performs the Services as required by this Agreement, nothing in this Agreement shall prohibit Consultant from providing consulting or advisory services to any other Person or from being employed on a full or part-time basis, provided that any such activities would not violate this Agreement. The Company acknowledges that Consultant may provide legal services to other clients (including as a partner or in another capacity for a law firm) and it is possible that during the Term a member of the Company Group may have disputes or transactions with another client of Consultant or law firm. It is a conflict of interest for Principal, on behalf of Consultant or any other Party, to be adverse to any member of the Company Group during the Term. Any conflict of interest must be disclosed to the Company and waived in writing prior to beginning work on a matter. The Company will not permit Principal, on behalf of Consultant or any other Party, to represent a party adverse to any member of the Company Group without prior written consent in formal or informal adversarial proceedings, including without limitation the assertion of claims, litigation, arbitration, or administrative adjudications. In addition, Principal's representation of or provision of services to any of the following Persons during the Term, on behalf of Consultant or any other Party, will be deemed by the Company to be a conflict of interest and may not be undertaken without prior written consent: Charter Communications,

Inc., Comcast Corporation, Warner Bros. Discovery, Inc., The Walt Disney Company, Nexstar Media Group, Inc., Sinclair, Inc., Paramount Global (the "Peer Group"). To avoid creating a conflict of interest hereunder, Consultant shall request and assist any other Person with whom Principal or Consultant is affiliated during the Term to institute "firewall" or similar safeguards to segregate Principal and/or Consultant, as applicable, from other lawyers affiliated with the same Person who work on a representation (including any member of the Peer Group) that would, absent such "firewall" create a conflict of interest hereunder. For the avoidance of doubt, if Consultant or Principal joins a law firm and the law firm represents a member of the Peer Group or otherwise is or becomes engaged in a matter that would be a conflict of interest hereunder if Principal was involved in such matter, Principal's conflict of interest will not be imputed to such law firm if Principal takes action to impose appropriate "firewall" or similar safeguards around his relationship with any member of the Company Group and prior to any such "firewall" being instituted has no direct or indirect involvement with such matter. As used in this Agreement, "Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, governmental authority or any other entity.

(c) Consultant acknowledges and agrees that Consultant will be available as may be reasonably requested in advance whenever possible via telephone and email. Consultant further acknowledges that Consultant's Services may require that Consultant travel to the extent necessary to perform the Services. Such travel, if required, shall be at the same level and reimbursement (other than private air travel) as provided to Consultant by the Company as of the date hereof.

(d) Consultant acknowledges and agrees that (i) Consultant is an independent contractor of the Company and not an employee of the Company, notwithstanding the fact that the Company may, for purposes of convenience, refer to the Consultant informally using titles that may be associated with the role of an officer or employee, and nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal-agent or employment relationship between the Company and Consultant; (ii) Consultant shall not have any right to act for, represent or otherwise bind the Company in any manner; and (iii) neither Consultant nor any of its employees or service providers shall be entitled, and Consultant hereby waives and undertakes that Consultant shall require any employee or agent of Consultant to waive, any right to participate in any benefit plans or programs of the Company.

(e) Consultant will be indemnified to the maximum extent permitted by applicable law and the Company's by-laws for the services to be rendered by it under this Agreement (at the same level as provided to senior executive officers of the Company), including the advancement of legal fees as incurred if Consultant becomes a party to any action relating to its services provided hereunder. Consultant shall indemnify and hold each member of the Company Group and their respective offices, directors, employees and permitted assigns harmless from any losses, damages, claims, demands, liabilities, suits, judgments, settlements, costs and expenses of any nature whatsoever (including reasonable outside attorneys' fees) (whether based in tort, breach of contract, patent or copyright infringement, product liability or otherwise) (collectively, "Losses") to the extent resulting from the following, in each case if occurring during the Term, (i) Principal's or Consultant's breach of any warranty or covenant under this Agreement, (ii) Consultant's breach of any applicable wage and hour laws or its breach of any other state and/or federal employment laws, (iii) any infringement or breach by Consultant or Principal of any copyright, design, trade name, trade mark, service mark, patent or other proprietary or equitable right of any person or entity in connection with Consultant's performance of its obligations under this Agreement, and/or (iv) Losses incurred by injury to the person or the property of any member of the Company Group including, without limitation, employees of any member of the Company Group caused by or as a result of the gross negligence or willful misconduct of Consultant, in each case, other than actions taken by Consultant at the direction, or with the consent, of the Office of the Chairman, the Chief Legal Officer or the General Counsel of the Company.

3. Compensation. In consideration for the Services and for the covenants set forth in this Agreement, the Company shall pay Consultant an annual consulting fee of \$2,500,000 (the “Consulting Fee”), which shall be paid in substantially similar monthly installments in arrears for the duration of the Term (prorated for partial months served).

4. Termination of Services.

(a) The Company may terminate this Agreement for convenience upon thirty (30) days prior written notice to Consultant. In the event the Company terminates this Agreement for convenience, the Company shall continue to pay the Consulting Fee for the duration of the Term until a maximum Consulting Fee of \$5,000,000 is paid under this Agreement.

(b) Consultant may terminate this Agreement for its convenience upon thirty (30) days’ prior written notice. In the event the Consultant terminates this Agreement for convenience, the Company shall have no obligation to pay any additional Consulting Fee hereunder other than for the notice period and for any prior periods to the extent not then paid.

(c) Either party may terminate this Agreement immediately if the other party has breached a material term of this Agreement which is not promptly cured, if curable, within ten (10) days following written notice to the reasonable satisfaction of the other party hereto. In the event the Company terminates this Agreement due to Consultant’s breach of a material term of this Agreement, the Company shall have no obligation to pay any additional Consulting Fee hereunder for any period subsequent to the date of the breach. In the event Consultant terminates this Agreement due to the Company’s breach of a material term of this Agreement, the Company shall continue to pay the Consulting Fee for the duration of the Term until a maximum Consulting Fee of \$5,000,000 is paid under this Agreement.

(d) The Company may terminate this Agreement immediately for Cause. For purposes of this Agreement, “Cause” means (i) fraud, material dishonesty, willful malfeasance, gross negligence or gross misconduct on the part of the Consultant in connection with its performance of the Services; (ii) the conviction of the Consultant of, or the entry of a pleading of guilty by the Consultant to, any crime involving moral turpitude or any felony (other than a vehicular-related crime); or (iii) the Consultant’s breach in any material respect of Sections 5, 6, 7, 8 or 9 hereof; *provided, however*, that no action or inaction shall constitute Cause if taken or refrained from being taken by Consultant at the direction, or with the consent, of the Office of the Chairman, the Chief Legal Officer or the General Counsel of the Company if Consultant in good faith believes the actions are lawful. In the event the Company terminates this Agreement for Cause, the Company shall have no obligation to pay any additional Consulting Fee hereunder for any period following the date of such termination. The Company shall provide Consultant with written notice of any event constituting Cause and not less than ten (10) days to cure, if curable.

(e) The Agreement will automatically terminate upon the death or Disability (as defined in the Employment Contract) of the Principal. In the event this Agreement is terminated due to the death or Disability of the Principal, the Company shall have no obligation to pay any additional Consulting Fee hereunder for any period subsequent to the date of the death or Disability.

5. Non-interference and Non-solicitation.

(a) Consultant agrees that: (i) during the Term, and for 12 months thereafter, Consultant shall not intentionally interfere with the relationship of the Company with any Person who or which is employed by or otherwise engaged to perform services for, or any material customer, client, supplier, developer, subcontractor, licensee, licensor or other material business relation of, the Company; (ii) during the Term, and for 12 months thereafter, Consultant shall not directly or indirectly, without the

prior written consent of the Company, solicit or attempt to solicit any employee of the Company who was employed by the Company at any time during the 12-month period immediately preceding the date of such solicitation or attempt thereof, with whom Consultant had contact while providing the Services; and (iii) Consultant shall not assist any Person in any way to do, or attempt to do, anything prohibited by the foregoing clauses (i) or (ii). Notwithstanding the foregoing, nothing in this Section 5(a) shall prohibit Consultant from soliciting (x) any individual who responds to any public advertisement or general solicitation; (y) any individual who was the executive assistant or secretary of Principal as of immediately prior to the Commencement Date; or (z) providing a reference for any employee of the Company Group who makes such request of Principal. Investment of Principal's assets in a business owned by an employee of the Company or its affiliates shall not be deemed to violate this Section 5(a).

(b) The periods during which the provisions of Section 5(a) apply shall be tolled during (and shall be deemed automatically extended by) any period in which Consultant is in violation of the provisions of Section 5(a) provided that the Company takes prompt action to cause Consultant to cease such violative conduct once it becomes aware of the conduct.

(c) Without limiting the generality of Section 10, notwithstanding the fact that any provision of this Section 5 may be determined not to be subject to specific performance, the Company will nevertheless be entitled to recover monetary damages as a result of Consultant's breach of such provision.

6. Confidential Information.

(a) Consultant acknowledges that Consultant is and shall become familiar with the Company's Confidential Information, including trade secrets. Consultant acknowledges that the Confidential Information obtained by Consultant while providing the Services to the Company is the property of the Company. Therefore, Consultant hereby agrees not to disclose or permit any Person to access (or use for any purpose whatsoever other than in connection with the provision of the Services), any Confidential Information without the prior written consent of a designated representative of the Company unless required by applicable law or by a court of competent jurisdiction or is reasonably necessary to disclose pursuant to any legal process between Consultant or Principal and the Company or any of its affiliates. Consultant further agrees to protect the confidential nature of the Confidential Information and to take at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care. Consultant shall promptly notify the Company of any use or disclosure of the Confidential Information in violation of this Agreement of which it becomes aware.

(b) Notwithstanding the provisions of this Section 6, Consultant may disclose only that portion of the Confidential Information which it is legally required to disclose by any applicable law, regulation, subpoena, court order or similar judicial process as advised by counsel, provided that Consultant shall promptly notify the Company of such requirement if legally permissible to do so, provide, if permissible, reasonable opportunity for the Company to contest, limit or protect against such disclosure, and reasonably cooperate with the Company with respect to limiting the disclosure of the Confidential Information. Consultant agrees to use its reasonable efforts to obtain assurance that confidential treatment will be accorded to all such disclosed Confidential Information. The Company shall reimburse Consultant for any reasonable and documented expenses incurred in connection with any such cooperation.

(c) For purposes of this Agreement, "Confidential Information" means any and all information or material that is not generally available to the public (or known generally within the Company's industry) and that is treated as confidential or proprietary by the Company and/or its representatives or by the source or distributor of that information, including, without limitation, (i) information regarding the Company's investors, financing sources, employees, consultants, securities positions, compensation arrangements, investment opportunities, purchases, sales or other transactions that

is or may be subject to obligations of confidentiality and (ii) all memoranda, notes, analyses, compilations, studies, reports, extracts or other documents, to which Consultant is exposed as a result of providing the Services, whether such materials were prepared by Consultant or others, and whether transmitted to Consultant in writing, orally, visually, electronically or by any other means; provided, however, that “Confidential Information” does not include information that can be shown by Consultant (x) to have been obtained by Consultant from a third party that is not bound by any confidentiality agreement, privilege or fiduciary duty to maintain the confidentiality of such information, (y) to be generally known and readily available to the public (or known generally within the Company’s industry) in substantially the same form through no fault of or unauthorized disclosure (whether directly or indirectly) by Consultant, or (z) to have been developed independently by Consultant without use of or access to the confidential material to which Consultant was exposed as a result of providing the Services.

(d) Consultant acknowledges that the Confidential Information is or may be material, non-public or price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation, including securities laws relating to insider dealing and market abuse. Consultant undertakes not to use any Confidential Information for any purpose prohibited by applicable legal or regulatory authority. Consultant recognizes that any unauthorized disclosure of Confidential Information could be injurious to the Company, its clients or others and could violate applicable securities laws. Therefore, any failure to maintain the confidentiality of Confidential Information may result in immediate termination of this Agreement and subject Consultant to civil and criminal liability and monetary damages.

(e) Consultant and the Company agree that, unless required by applicable law or by a court of competent jurisdiction or a governmental or regulatory investigation or is reasonably necessary to disclose pursuant to any legal process between Consultant or Principal and the Company or any of its affiliates, without the prior written consent of the Company or Consultant, neither Consultant nor the Company will disclose to any Person (i) the fact that discussions or negotiations are taking place concerning the Services or (ii) any of the terms, conditions or other facts with respect to the subject matter of the Services, including the status thereof. For the avoidance of doubt, this Section 6(e) shall not prohibit the Company from satisfying any disclosure obligations required under the United States securities laws or other applicable law or from filing a press release disclosing the subject matter of this Agreement.

(f) Notwithstanding the confidentiality obligations set forth in this Agreement, pursuant to the Defend Trade Secrets Act of 2016, Consultant will not be held criminally or civilly liable under any U.S. federal or state trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a U.S. federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Consultant also understands that if Consultant files a lawsuit for retaliation by any member of the Company Group for reporting a suspected violation of law, Consultant may disclose the trade secret to Consultant’s attorney and use the trade secret information in the proceeding, if Consultant (i) files any document containing the trade secret under seal, and (ii) does not disclose the trade secret, except pursuant to court order. Furthermore, nothing in this Agreement (x) prohibits Consultant from making reports of possible violations of U.S. federal law or regulation to any governmental agency or entity in accordance with Section 21F of the Securities Exchange Act of 1934, Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of U.S. federal law or regulation, or (y) requires notification or prior approval by any member of the Company Group of any such reporting.

7. Return of Property. Consultant acknowledges that all notes, memoranda, specifications, devices, formulas, records, files, lists, drawings, documents, models, equipment, computer, software, intellectual property and other property relating to the businesses of the Company (other than de

minimis items), in whatever form (including electronic), and all copies thereof, that are received or created by Consultant during the Term in connection with the Services while a consultant of the Company (including but not limited to Confidential Information) are and shall remain the property of the Company, and Consultant shall as soon as practicable return such property (which to Consultant's knowledge is in its possession) to the Company or destroy such property (if not legally impermissible) upon the termination of the Services and, in any event, at the Company's request. If any such property is subsequently discovered in Consultant's possession, Consultant shall promptly return such property to the Company (or destroy it if legally permissible). Notwithstanding the foregoing, Consultant shall be permitted to retain Consultant's and Principal's calendar, contacts and personal correspondence and any information reasonably appropriate to prepare Consultant's or Principal's tax returns.

8. Intellectual Property Rights.

(a) Consultant hereby acknowledges and agrees that any and all materials (including, without limitation, all writings, works of authorship, technology, inventions, discoveries, ideas, and other work product of any nature), and the results and proceeds of all past, present, and future work and/or tasks prepared or performed by Consultant, or by any agents, contractors or personnel of Consultant in connection with the Services (the "Works"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents and other intellectual property rights therein, are and shall be owned solely and exclusively by the Company. Consultant acknowledges and agrees that, to the fullest extent allowed by law, all of the Works are "works made for hire," as that phrase is defined in the Copyright Revision Act of 1976 (17 U.S.C. § 101) (the "Act"), in that either (i) such Works are and will be prepared within the scope of the Services; or (ii) such Works have been and will be specifically ordered or commissioned for use as set forth in the Act. The Company shall therefore be deemed to be the sole author and owner of any and all right, title, and interest therein, including, without limitation, all intellectual property rights. To the extent that any such Works are not owned by the Company or do not qualify for any reason as works made for hire, and Consultant may have or acquire any right, title, or interest in such Works, Consultant hereby irrevocably assigns to the Company any and all such right, title, and interest in and to the Works.

(b) Consultant hereby agrees to make full and prompt disclosures to the Company of any inventions or processes made or conceived by Consultant, alone or with others, in connection with the Services (any such inventions or processes, the "Inventions"), whether or not such Inventions (x) are patentable or protected as trade secrets or (y) were made or conceived (i) during normal working hours or (ii) before or after the date of this Agreement. All such Inventions shall be promptly assigned to the Company as set forth in Section 8(a) above. Consultant hereby grants to the Company a worldwide, perpetual, irrevocable, fully paid-up, royalty free, non-exclusive license to use, sublicense and allow third parties to use, and create derivative works from, any of Consultant's intellectual property incorporated or embedded in or necessary for the use, operation or maintenance of the Works and any derivative work thereof.

(c) Consultant hereby agrees to execute and deliver such assignments, copyright applications, patents, patent applications, licenses, and other documents as the Company may reasonably direct or request and to cooperate reasonably (at the Company's sole expense) with the Company, both during and after Consultant's involvement in the business of the Company, to enable the Company to secure and maintain in any and all countries the rights or waivers described and granted in this Section 8 with respect to Works and Inventions. If Consultant fails to timely execute and/or deliver any such document, Consultant hereby irrevocably constitutes and appoints the Company and any officer, employee or agent thereof, with full power of substitution, as Consultant's true and lawful attorney-in-fact with full irrevocable power and authority to take all appropriate actions and to execute any and all such assignments, copyright applications, patents, patent applications, licenses, and other documents necessary to effectuate the foregoing. To the extent any copyrights are assigned under this Agreement, Consultant hereby irrevocably

waives, to the extent permitted by applicable law, any and all claims Consultant may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as “moral rights” with respect to all Works and all intellectual property rights therein.

9. No Defamatory Statements. Consultant shall not make any defamatory statements that are intended to harm the Company or any of its subsidiaries or affiliates or their current or former executives, directors, employees, or material shareholders; provided, however, that nothing herein shall or shall be deemed to prevent or impair Consultant from testifying truthfully in any legal or administrative proceeding if such testimony is compelled, requested or nonwaivable under applicable law or from testifying truthfully in connection with any legal process between Consultant and the Company or any of its affiliates or making truthful statements in connection with the performance of the Services. The Company shall not issue any press release or make any formal pronouncements, and shall direct its Board of Directors, executive officers, investor relations team, and public relations team, in each case, as constituted on the Commencement Date not to, make defamatory statements that are intended to harm the Consultant; provided, however, that nothing herein shall or shall be deemed to prevent or impair the Company or any of its directors, officers, employees or contractors, from testifying truthfully in any legal or administrative proceeding if such testimony is compelled, requested or nonwaivable under applicable law or from testifying truthfully in connection with any legal process between Consultant and the Company or any of its affiliates.

10. Remedies and Injunctive Relief. Consultant acknowledges that a violation by Consultant of any of the covenants contained in Section 5, 6, 7, 8, or 9 of this Agreement, and the Company acknowledges that a violation by the Company of the covenants contained in Section 9 of this Agreement, would be reasonably expected to cause irreparable damage to the Company or the Consultant, as applicable, in an amount that would be reasonably expected to be material but not readily ascertainable, and that any remedy at law (including the payment of damages) would likely be inadequate. Accordingly, Consultant agrees that the Company shall be entitled, and the Company agrees that the Consultant shall be entitled, (in either case, without the necessity of showing economic loss or other actual damage or posting a bond or other security) to seek injunctive relief in any court of competent jurisdiction for any actual or threatened breach of any of such covenants in addition to any other legal or equitable remedies it may have, and Consultant and the Company, as applicable, agree not to challenge the other party’s right to receive injunctive relief. Consultant and the Company, as applicable, each specifically consents to the exclusive jurisdiction of the Federal Courts in the County of Los Angeles in the State of California for this purpose. Consultant and the Company waive any right to any claim of improper or inconvenient venue or forum. Nothing in this Agreement, including, without limitation, in this Section 10, shall be construed as a waiver of the rights that the Company and Consultant may have for damages under this Agreement or otherwise, all of which are reserved.

11. Representations and Covenants of Consultant. Consultant represents, warrants and covenants that as of the date hereof and at all times during the Term: (i) Consultant has the full right, authority and capacity to enter into this Agreement and perform Consultant’s obligations hereunder; (ii) Consultant is not bound by any agreement that conflicts with or prevents or restricts the full performance by Consultant of its duties and obligations to the Company hereunder during or after the Term; (iii) the execution and delivery of this Agreement shall not result in any breach or violation of, or a default under, any existing obligation, commitment or agreement to which Consultant is subject; and (iv) Consultant is 100% owned by Principal, who has authority to sign on its behalf, and Consultant is duly organized, validly existing and in good standing in the jurisdiction of its organization.

12. Cooperation. Consultant agrees that during the Term, upon reasonable advance notice (and subject to Principal’s business and personal commitments) and without the necessity of any member of the Company Group obtaining a subpoena or court order, Consultant shall provide reasonable

cooperation (including making available Principal, subject to Principal's other professional obligations and commitments) in connection with any suit, action or proceeding (or any appeal from any suit, action or proceeding), and any investigation and/or defense of any claims asserted against any member of the Company Group, which relates to events occurring during the provision of Consultant's services for the Company Group as to which Consultant may have relevant information (including but not limited to furnishing relevant information and materials to the Company or its designee and/or providing testimony at depositions and at trial), provided that the Company shall reimburse Consultant for all expenses (including, without limitation, travel and lodging (at the levels in effect as of the date hereof, other than private air travel) and reasonable legal fees and pre-approved expenses incurred if Consultant determines in good faith that it needs to retain counsel independent of the Company's counsel due to Company's counsel having a conflict of interests in also representing Consultant), to the extent reasonably incurred in connection therewith. Consultant shall not have to cooperate if it would be against its or Principal's legal interests in the matter for which cooperation is sought or against the legal interests of a client Principal or Consultant is actively representing at the time such cooperation is sought or the legal interests of Principal's then-current employer.

13. Taxes; Offsets. Consultant shall be responsible for the payment of any and all federal, state, local and non-U.S. taxes (including self-employment taxes) incurred, or to be incurred, in connection with any amounts payable to Consultant under this Agreement, and Consultant hereby agrees to indemnify and hold harmless the Company in relation to the payment of any and all social security, disability, self-employment and unemployment taxes and such other federal, state, local and non-U.S. taxes due in any country, tax withholding and tax deductions, and any interest and penalties applied thereon, on any earnings, payments or other compensation made with respect to this Agreement. The aggregate amount paid to Consultant during each calendar year of the Term will be reported by the Company to the Consultant and the U.S. Internal Revenue Service on an IRS Form 1099-NEC (or any successor form or update thereto). The Company shall not withhold any taxes on any payments made hereunder.

14. Assignment. This Agreement shall not be assignable by Consultant without the prior written consent of the Company, and any assignment in violation of this Agreement shall be void. The Company may assign this Agreement, and its rights and obligations hereunder, to any other member of the Company Group to the extent such Company Group member has sufficient financial resources to perform the obligations of the Company to Consultant under this Agreement and it agrees to be bound by all of the terms hereof. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and permitted assigns. Consultant acknowledges and agrees that all of Consultant's covenants and obligations to the Company, as well as the rights of the Company hereunder, shall run in favor of and shall be enforceable by any member of the Company Group and their successors and assigns.

14. Governing Law; No Construction Against Drafter. This Agreement shall be deemed to be made in the State of California, and the validity, interpretation, construction and performance of this Agreement in all respects shall be governed by the laws of the State of California without regard to its principles of conflicts of law that would give effect to the laws of another jurisdiction. No provision of this Agreement or any related document will be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.

15. Consent to Arbitration; Waiver of Jury Trial.

(a) Any dispute that is not resolved between the parties shall be settled by binding arbitration administered by the Judicial Arbitration & Mediation Services, Inc. ("JAMS") before one arbitrator pursuant to the Streamlined Arbitration Rules and Procedures of JAMS then in effect, except as

provided in Section 10. The arbitration shall be governed by the U.S. Federal Arbitration Act, 9 U.S.C §§ 1-16 (the "Federal Arbitration Act"), to the exclusion of any inconsistent state laws. The arbitration will be conducted in Los Angeles County, California. The determination of the arbitrator shall be conclusive and binding on the Company and Consultant, and judgment may be entered on the arbitrator's award in any court of competent jurisdiction. The arbitrator shall not have the power to award punitive or exemplary damages. Issues of arbitrability shall be determined in accordance with the United States federal substantive and procedural laws relating to arbitration. The arbitration shall be conducted on a strictly confidential basis, and neither Consultant nor the Company shall disclose the existence of a claim, the nature of a claim, any documents, exhibits, or information exchanged or presented in connection with such a claim, or the result of any action (collectively, "Arbitration Materials"), to any third party, except as required by law, with the sole exception of their legal counsel and parties engaged by that counsel to assist in the arbitration process, who also shall be bound by these confidentiality terms. The parties will share the JAMS administrative fees and the arbitrator's fee and expenses, and each party will pay its own attorneys' fees except as otherwise provided by law. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings shall pay all associated costs, expenses and attorneys' fees that the other party reasonably incurs. Either party may commence litigation in court to compel arbitration or to confirm or vacate an arbitral award, to the extent authorized by the Federal Arbitration Act. The arbitrator may grant interim injunctive relief and, pursuant to Section 10, Consultant or the Company or its successors or assigns, as applicable, may commence litigation in court to obtain injunctive relief or an order requiring specific performance to enforce, or prevent any violations of, the covenants contained herein. The parties agree to take all steps necessary to protect the confidentiality of the Arbitration Materials in connection with any such proceeding, agree to file all Confidential Information (and documents containing Confidential Information) under seal, and agree to the entry of an appropriate protective order encompassing the confidentiality terms of this Agreement.

(b) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

16. Amendment; No Waiver. No provisions of this Agreement may be amended, modified, waived or discharged except by a written document signed by Consultant and a duly authorized officer of the Company. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. No failure or delay by either party in exercising any right or power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or power, or any abandonment of any steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

17. Severability. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect; provided, however, that if any court of competent jurisdiction shall finally hold in a non-appealable judicial determination that any provision of Sections 5, 6, 7, 8, or 9 (whether in whole or in part) of this Agreement is void or constitutes an unreasonable restriction against Consultant, such provision shall not be rendered void but shall be deemed to be modified to the minimum extent necessary to make such provision enforceable for the longest duration and the greatest scope as such court may determine constitutes a reasonable restriction under the circumstances.

18. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Company and Consultant with respect to the subject matter hereof and supersedes all prior agreements and understandings (whether written or oral), between Consultant and the

Company relating to such subject matter, except that this Agreement shall not relieve Consultant of any contractual or common law obligations Consultant has to any member of the Company Group that by their nature are intended to survive the termination of Consultant's service with the Company, including, without limitation, to maintain the Company's confidential, proprietary and trade secret information as confidential and not to use such information for Consultant's benefit or the benefit of any third party. Consultant confirms that by signing this Agreement, Consultant has not relied on any warranty, representation, assurance or promise of any kind whatsoever other than as expressly set out in this Agreement.

19. Survival. The rights and obligations of the parties under the provisions of this Agreement, including those contained in Sections 5, 6, 7, 8, 9, 10, 12, and 13 survive, and remain binding and enforceable, notwithstanding the expiration of the Term, the termination of this Agreement, the termination of Consultant's services hereunder or any settlement of the financial rights and obligations arising from Consultant's services hereunder, to the extent necessary to preserve the intended benefits of such provisions.

20. Section 409A. This Agreement is intended to comply with or be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and other guidance promulgated thereunder ("Section 409A"), and shall be interpreted and administered accordingly. For purposes of Section 409A, the right to receive installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

21. Counterparts. This Agreement may be executed in one or more counterparts (including via facsimile and electronic image scan (pdf)), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the date first written above.

FOX CORPORATION.

By: /s/ John Nallen

Name: John Nallen

Title: Chief Operating Officer

CONSULTANT

/s/ Viet D. Dinh P.C.

Name: Viet D. Dinh P.C.

Accepted and Agreed:

PRINCIPAL

/s/ Viet D. Dinh

Viet D. Dinh

Signature Page to Advisory Services Agreement



VIET DINH TO DEPART FOX CORPORATION

New York, NY and Los Angeles, CA – August 11, 2023 – Fox Corporation (Nasdaq: FOXA, FOX) today announced that Chief Legal and Policy Officer Viet Dinh will step down from his position and become a Special Advisor to the Company effective December 31, 2023.

“We appreciate Viet’s many contributions and service to FOX as both a board member of 21st Century Fox and in his role over the last five years as a valued member of FOX’s leadership team,” said Lachlan Murdoch, Executive Chair and Chief Executive Officer of Fox Corporation. “We are grateful that he will continue to serve FOX as Special Advisor where we will benefit from his counsel.”

“I have been privileged to be part of the FOX family for over two decades as a director and officer, and I have especially treasured my relationships with Rupert, Lachlan and our talented colleagues over the years,” said Dinh. “I look forward to continuing with FOX as Special Advisor, and to returning to my roots of working on multiple ventures and with many clients across a variety of disciplines.”

Viet D. Dinh joined FOX as Chief Legal and Policy Officer in 2018 and has led all legal, compliance, and regulatory matters, as well as overseen government affairs.

Before joining FOX, Mr. Dinh was a partner at Kirkland & Ellis, which acquired Bancroft PLLC, a leading Supreme Court and high-stakes litigation firm that Dinh founded. He was a Georgetown University law professor for 20 years and U.S. Assistant Attorney General for Legal Policy from 2001 to 2003. He previously served on the Boards of Directors for News Corporation, 21st Century Fox, Revlon, LPL Financial, Scientific Games, and MacAndrews & Forbes Worldwide.

About Fox Corporation

Fox Corporation produces and distributes compelling news, sports, and entertainment content through its primary iconic domestic brands, including FOX News Media, FOX Sports, FOX Entertainment, FOX Television Stations and Tubi Media Group. These brands hold cultural significance with consumers and commercial importance for distributors and advertisers. The breadth and depth of our footprint allows us to deliver content that engages and informs audiences, develop deeper consumer relationships, and create more compelling product offerings. FOX maintains an impressive track record of news, sports, and entertainment industry success that shapes our strategy to capitalize on existing strengths and invest in new initiatives. For more information about Fox Corporation, please visit www.FoxCorporation.com.

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