

EXHIBIT 1

CONTRIBUTOR AGREEMENT

1. Rod Wheeler ("Contributor") hereby grants to Fox News Network, LLC, its parent, successors, licensees and assigns, (collectively "Fox"), the irrevocable and exclusive right (but not the obligation) to record, exhibit and otherwise use Contributor's name, likeness, photograph and voice on television (hereinafter referred to as the "Appearances") throughout the Term hereof as referenced below, in connection with opinions/analyses/commentary concerning issues, news events and related subject matters, to be telecast on any programs, advertisements and promotions for Fox, and disseminated/broadcast on the Fox News Channel, the Fox Business Network, Foxnews.com, Foxbusiness.com and/or on any other programming produced in whole or in part by Fox (collectively, the "Programs").

1.1. For the avoidance of all doubt, under no circumstances shall Contributor appear on other television programs or networks, including, without limitation, on CNN, HLN, MSNBC, or CNBC.

2. The Appearances will be scheduled at mutually agreed upon times and will originate from Fox's studios in New York City or Washington, D.C. or from such other locations as mutually agreed upon by the parties.

3. The term ("Term") of this Agreement shall commence as of January 1, 2017 and shall continue through and including December 31, 2018, unless sooner terminated for cause.

4. Other than during the period commencing thirty (30) days immediately prior to the expiration of the Term, at no time during the Term shall Contributor in any manner, directly or indirectly, solicit or entertain an offer or enter into any negotiation or agreement with any other person or party regarding Contributor's television services following the Term hereof. Contributor acknowledges and agrees that any offer received by Contributor as a result of negotiations permitted by the foregoing sentence shall be subject to Fox's first refusal rights as set forth in the next sentence. Contributor hereby grants to Fox for sixty (60) days following the end of the Term of this Agreement a right of first refusal for Contributor's television services following the end of the Term. Accordingly Contributor shall not enter into a subsequent television deal for 60 days following the end of the Term, unless Contributor has first given Fox written notice of the terms and conditions of the offer acceptable to Contributor, and an opportunity for 5 business days to match the terms and conditions of such subsequent offer.

5. Contributor agrees that Fox is and shall be the sole and exclusive owner of the Programs, including, without limitation, all rights (including copyrights) and components contained therein, for all purposes and uses whatsoever, throughout the universe in perpetuity. Fox shall also have the unrestricted right to edit the content and text of the Programs in any manner or form.

6. In full consideration for Contributor's Appearances and the rights granted hereunder, Fox agrees to pay and Contributor agrees to accept the per Appearance fee of \$515¹, less

¹ The definition of an "Appearance" hereunder shall also include Contributor's off-air

RW
2016

deductions as required by law. Such payments will be made within 30 days of each Appearance.

7. Contributor hereby releases Fox from and against any and all claims or actions of any nature arising by reason of the Appearances or statements made by Contributor on or in connection with the Appearances which claims or actions are finally adjudicated in a court of competent jurisdiction, or Fox's exercise of any or all rights herein granted.

8. Contributor represents and warrants that he is 18 years of age or older and has the full right, power and authority to enter into this Agreement and grant the rights herein provided, and that this Agreement does not conflict or interfere in any way with any other agreement to which Contributor may be a party, whether written or oral.

9. Under no circumstances and at no time, either during or after the Term, shall Contributor directly or indirectly, disclose, divulge, render or offer any knowledge or information to any other person or party whatsoever concerning matters relating to any terms or conditions of this agreement except to Contributor's financial, legal and business advisors or as otherwise required by law.

10. Neither Contributor nor any of his agent(s), representative(s) or designee(s) shall issue any statements or grant any interviews concerning Contributor's services hereunder without Fox's prior approval in each instance. This paragraph 10 is not meant to restrict Contributor from stating publicly that he is a Contributor for Fox News nor is this paragraph 10 intended to restrict Contributor from answering spontaneous press inquiries concerning his overall relationship with Fox News.

11. Contributor acknowledges and understands that Fox assumes Contributor will conduct himself at all times in an honest and ethical manner, and in compliance with any and all applicable federal, state, local, and/or foreign laws, and that if at any time, in Fox's good faith, reasonable and informed opinion, Contributor's behavior deviates from such honesty, ethics, and/or lawfulness, then Fox shall have the right to terminate this Agreement effective immediately upon notice to Contributor.

12. 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.

13. Any controversy, claim, or dispute arising out of or relating to this Agreement shall be brought before a mutually selected arbitrator/mediator and held in New York City in accordance with the rules of JAMS. Such arbitration/mediation, all filings, written evidence, and testimony connected with the arbitration/mediation and all relevant allegations and events leading

assistance, as requested by Fox, as follows: Up to two-hour's worth of Contributor's time for off-air assistance which Fox requests shall count as one Appearance.

RW
20/6

up to the arbitration/mediation, shall be held in strict confidence. The arbitrator/mediator shall issue a written opinion setting forth the reasons for his or her decision, and the decision shall be final and binding.

14. 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 signature of the parties. Subsequent emails with typed names and/or signature blocks are not sufficient for purposes of changing, modifying, amending or supplementing this Agreement. There are no representations, promises, warranties, covenants, undertakings or understandings with respect to the subject matter contained herein except as expressly set forth herein. This Agreement shall be governed by the laws of the State of New York. This Agreement may be signed in counterparts.

Date: 11/29/2016

CONTRIBUTOR

Rod Wheeler

Name: Rod Wheeler

Address: 14006 Silver Teal Way
Upper Marlboro, MD 20774

Tel. No. (202) 368-3007

FOX NEWS NETWORK, LLC ("FOX")

Date: 12/5/16

By:

[Signature]

Title:

Co-President