

NEWS CORP

PRACTICES AND PROCEDURES FOR OUTSIDE COUNSEL

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Privileged and Confidential Attorney-Client Communication Attorney Work Product

I. INTRODUCTION

News Corporation and its majority owned subsidiaries (the "Companies") have issued the following guidelines to standardize the various practices and procedures to be followed by outside counsel. We recognize that the guidelines may impose an additional administrative burden on your office, but we hope that any such burden will be more than outweighed by your firm's ongoing relationship with the Companies. For firms that are registered for submission of bills through our e-billing system, many of these billing guidelines are automatically applied to firm invoices.

Please note that the existence of this document and its content are confidential. This information is protected by the attorney-client privilege and attorney work product doctrine. Please treat this document and its content as you would treat any other confidential and/or privileged client information and take all appropriate steps to make sure anyone with access to this document does the same.

These guidelines shall apply and govern our relationship for any assignments for which your firm is being retained, regardless of any inconsistent practice or policy that may be set forth in your firm's retention letters or agreements, whether sent to our companies before or after your receipt of this document. Your acceptance of any assignments on behalf of any of the Companies shall constitute your acceptance of all of the terms set forth herein. The guidelines provide general information for your work on our behalf. We recognize that no set of rules can apply to, or anticipate, every situation. We are, therefore, willing to accommodate exceptional circumstances, provided that your firm discusses with us in advance of the retention on each matter any proposed deviations.

Please be aware of the primary contact for each of the matters for which you have been retained ("Legal Contact"). It is important that you keep this lawyer informed of all developments in the matter you are handling and consult with this lawyer in advance before you finalize documents or make strategic decisions. Please make sure you and your primary Legal Contact share the same understanding regarding the level of involvement that he or she anticipates, such as whether or not he or she should be copied on all documents. Do not contact any employees outside of the Legal Department without first discussing the matter with the Legal Contact.

In order to enhance the relationship between your firm and our companies, and to facilitate

communication, we ask that your firm do the following:

- Designate one partner to act as the principal contact with the Companies for each matter;
- Discuss appropriate and efficient staffing with the Legal Contact at the outset of each matter - bearing in mind the Companies' preference for leanly staffed teams - and obtain approval in advance for any proposed changes to such staffing;
- Use the most appropriate individuals (attorneys, paralegals, clerks, etc.) for assignments in order to provide the most cost-effective staffing;
- Evaluate whether in-house resources available at the Companies, including paralegals and e-discovery staff, may be deployed to improve efficiency; and
- Prior to undertaking any significant tasks, discuss with the Legal Contact whether such tasks are necessary or can be delayed or avoided.

We reserve the right to add to, delete from, and/or modify those practices and procedures at any time, provided that any modifications shall be in writing and shall become effective only upon receipt by your firm. No action by the Companies inconsistent with the terms herein shall modify any of the terms set forth.

II. CONFLICTS OF INTEREST

Your firm is being retained by the Companies on behalf of themselves and certain of their subsidiaries and related entities. In addition, the Companies have business relationships with, and in some cases substantial common ownership with, other companies that are listed on Attachment A (collectively, "Company Parties"). It represents a conflict of interest for your firm to be adverse to any of the Company Parties during the pendency of this representation. Any potential conflict of interest must be disclosed to the Companies and waived in writing prior to beginning work on a matter. You should submit any proposed waiver to the Legal Contact. Please note that we will not permit any firm to represent a party adverse to the Company Parties without prior written consent. It is the practice of the Companies not to permit your firm to be adverse to the Company Parties in adversarial proceedings, including without limitation litigation, arbitration, or administrative adjudications.

We further ask that you be sensitive not only to direct conflicts of interest posed by your firm's representation of the Companies and other clients, but also more indirect "issue" conflicts that may bring your firm's representation of another client into conflict with positions that are critical to the Companies' business or legal positions. Please bring any potential "issue" conflicts to the attention of the Legal Contact.

III. MEDIA AND PUBLIC RELATIONS

Please refer any media inquiries relating to the Companies to the Legal Contact or other person designated for this purpose. Outside counsel should not make statements to the media without receiving prior approval from the Legal Contact.

Unless we specifically agree in advance, please do not disclose or describe your relationship with the Companies in your firm's marketing materials, other than by listing the Company as a representative client and listing particular matters of public record.

IV. ORIGINATION OF LEGAL WORK

All legal work on behalf of the Companies must originate from an attorney within the Company Legal Department. In the event that you are contacted by any business unit directly, please inform the Legal Contact immediately before doing any work.

V. BILLING REQUIREMENTS

In order to avoid delays in processing and payment, for firms not employing e- billing, please submit every invoice directly to the Legal Contact or billing contact, as directed, via e-mail. (For more detailed instructions, please consult the document entitled Billing Requirements and Format (Attachment B hereto)).

A. Hourly Billing Rates

1. Hourly billing rates for all timekeeping personnel shall be agreed upon in writing prior to the inception of your engagement. Hourly rates shall not exceed the lowest rate offered by your firm to any other non-pro bono client for a similar volume of work.
2. Hourly billing rates shall include all items of overhead. Overhead includes all administrative or general costs incidental to the operation of your firm. Overhead expenses shall not be separately reimbursable, unless required by local law, regulation, or practice, in which case an exception to this requirement must be obtained in writing before submission of any invoice. See Section V-B below for some examples of specific items of overhead.
3. Requests to increase hourly rates must be made in writing or through our e-billing system and may not be made more than once in any twelve-month period. We expect the billing rates of each partner assigned to a particular matter to remain constant and fixed for the duration of that matter, unless otherwise agreed in writing by the Legal Contact. Hourly rates for associates and non-attorneys working on a particular matter may be increased annually to reflect increases in seniority, provided that such rate increases are approved by the Companies in writing or via our e-billing system prior to the new rate taking effect.
4. The Companies require that your firm exercise discretion when determining staffing levels for all aspects of your engagement, including attendance at meetings, conferences, depositions, hearings, trials and other events (including travel out of town). Please check with the Legal Contact if you have any questions in this regard. The Companies will generally not pay for multiple lawyers to attend the same event unless such attendance is required for proper matter handling.

B. Alternative Fee Arrangements

The Companies expect outside counsel to consider and encourage outside counsel to propose, in appropriate cases, alternatives to conventional hourly-rate fee arrangements, including fixed or flat fees, productivity incentives, risk-sharing and contingent fees. Any proposal to use a different basis for billing such as value based or transactional billing, or to charge a premium, bonus or success fee based on the outcome of the matter, must be raised at the outset of the engagement and approved in writing by the Legal Contact.

C. Disbursements

Reimbursable expenses will be compensated at actual cost. Actual cost is defined as the amount paid, net of any discounts, to a third-party provider of goods or services. The

Companies require that your firm retain complete documentation to substantiate any and all costs/disbursements (including, e.g., actual vendor receipts and not charge account receipts).

D. Non-Reimbursable Expenses

The Companies will not pay for the following types of expenses:

- Administrative and clerical services. Services performed by word processors, administrative assistants, secretaries, file clerks, data entry clerks, and computer personnel.
- Facsimile, telephone, teleconference, and Internet. The Companies will not pay for telephone calls (local & long-distance), mobile phone charges, facsimiles, teleconferencing or videoconferencing services, or Internet access (including wireless).
- Office Overhead. Items of expense considered overhead are part of the professional's hourly rate and are not reimbursable. The term overhead includes, but is not limited to, office rent, conference rooms, equipment rental, computer software, computer scanning and database work, office supplies (including toner and paper used in printouts, as distinct from copies), utilities (including heating and/or air conditioning), books or other resource materials.
- Preparation and review of monthly billing statements.
- The preparation of budgets of time, staffing, or total costs of projected legal work, including the Legal Budget and estimates of fees not yet billed.
- Time associated with your firm's compliance with these practices and procedures or to any legal audit, either internal or external, of bills and expenses.
- The maintenance of your firm's calendar or tickler system.
- The review of vendor or expert billing statements.
- Investigating potential conflicts.
- Charges after the termination of a case/matter.
- Administrative aspects of scheduling meetings, appointments, hearings, and depositions, including making travel arrangements.
- Preparing auditor responses, absent prior approval in exceptional circumstances.
- Travel time during which the traveling timekeeper was not actually working on the Companies' matters, unless the travel occurs during regular business hours and the nature of the travel precludes work on behalf of clients.
- File organization and other clerical work, such as docketing, calendaring, copying, filing or retrieving from files.
- Physical and electronic storage and/or hosting charges.
- Surcharged or premium/overtime rates by paralegals or other personnel, absent prior approval in exceptional circumstances.

E. Computerized Research

The Companies will not pay the cost for research in on-line legal database services unless otherwise agreed in advance by the Legal Contact.

F. Outside Vendor Expenses

From time to time, it may become necessary to obtain additional assistance with a matter from a third party vendor, including co-counsel or local counsel, whether in the form of legal services, expert services or litigation support services (collectively, "Services"). Your firm must not retain any individual or entity to provide any Services without prior approval from the Legal Contact. When outside assistance is approved, your firm will be responsible for contracting with the Services and managing the costs, performance, and timely billing of the Services. This starts with a clear, written description of the proposed Services and the cost,

including an overall budget. The description and budget shall be communicated to and approved by the Legal Contact.

G. Overnight Delivery And Messenger Services

These charges should not be routine. Actual cost will be reimbursed when justified.

H. Local Travel/Food

Expenses, such as parking and tolls, will be reimbursed at actual cost when justified. The Companies expect that your firm will use discretion in the use of taxis and private car services for late night work, as well as late night meals, and will pay for such expenses only in exceptional circumstances. Confirm in advance with the Legal Contact the circumstances under which such expenses will be permitted.

I. Out-Of-Town Travel

All travel must be approved by the Legal Contact in advance. Necessary travel will be reimbursed at actual cost. If you are traveling for more than one client, the Companies expect that you apportion travel expenses appropriately.

1. Air Transportation: Will be reimbursed at actual cost. Unless otherwise agreed in advance, reimbursable costs shall not exceed coach fare.
2. Hotels: The Companies requires your law firm to exercise discretion and prudence in connection with selecting hotels. Itemized hotel bills must be submitted as appropriate documentation.
3. Meals: The Companies will reimburse your law firm for the reasonable costs of out-of-town meals.
4. Rental Car, Taxis and Airport Parking: The Companies will reimburse your law firm for necessary rental cars and/or taxis at actual cost, not to exceed a standard or mid-size rental rate. Parking costs for business purposes are also reimbursable.
5. Amenities: Charges of a personal nature will not be reimbursed.

J. Photocopy Expenses

The Companies will pay for internal and outside photocopying at ten cents (\$0.10) per-page or your actual cost, whichever is less. Any single copy project exceeding five hundred dollars (\$500.00) requires prior written approval, and all photocopying expenses must comply with the agreed budget.

K. Insurance Matters

Many matters will be covered by the Companies' applicable insurance policies. The Legal Contact will inform you if a particular matter is covered by insurance. By accepting these guidelines, you agree to work with our insurance carrier and any of its agents and to comply with any applicable requests for information, as well as with any applicable rates, policies, and conditions of coverage.

L. Format for Invoices

Attachment B provides specifications for the format and submission of invoices. All firms must abide by these requirements.

VI. LITIGATION ACTIVITIES

A. Litigation Budget

1. The Companies require a litigation budget within 30 days of counsel's retention on a litigation matter. Since we rely on these budgets as part of our financial planning, it is important that you be realistic. In the event that the litigation takes an unexpected turn, your firm must advise the Legal Contact of the nature of the change in circumstance and its likely impact on the budget.
2. Prior to making any substantive motion or preparing for trial, your firm should reconfirm its budget numbers or indicate where and why those numbers are no longer accurate. In addition, periodically, but no less often than every six months, the firm should review any discrepancies between the budget and actual expenditures to date and evaluate whether changes in forecast are appropriate.

B. Discovery

1. All requests for discovery directed to the Companies must be sent immediately to the Legal Contact, who will assist in locating potential witnesses within the Companies and the likely location of relevant documents. Your firm should not contact Company employees without receiving prior approval from the Legal Contact. In the event your firm has been put in touch with an employee of the Companies but is experiencing delays in obtaining documents, your firm should immediately contact the Legal Contact.
2. The Legal Contact must be involved in any representations made on behalf of the Companies with respect to its electronic documents and related policies and procedures, including records and document retention. Your firm should not contact a Company IT specialist without discussing first with the Legal Contact.
3. Please discuss in advance with the Legal Contact whether to videotape any depositions.
4. Your firm must receive prior consent from the Legal Contact before hiring outside vendors or utilizing internal resources that are separately billable to perform other document-related services, including scanning documents, setting up a document management system, etc.

C. Legal Research

1. Research shall be related to a specific issue and shall not be of a general or background nature.
2. It is the general preference of the Companies that your firm not draft legal research, strategy or factual memoranda, either for internal use or to send to the Legal Contact. Prior to your firm's principal attorney assigning such a memorandum, that attorney should consult with the Legal Contact. Notwithstanding the foregoing, you should provide the Companies with any memoranda created in connection with a matter.
3. The Companies will not pay the cost for research in on-line legal database services

unless otherwise agreed in advance by the Legal Contact.

D. Drafts

To facilitate our review of documents prepared on the behalf of the Companies (including all pleadings, filings and significant correspondence) please provide drafts to the Legal Contact as early as practicable prior to the filing or service deadline. Please promptly notify the Legal Contact in the event that special circumstances require a review in less than two full business days. While the amount of time required to review documents in any given instance will depend on individual circumstances, keep in mind that the more significant and longer a document is, the more time you should allow to your Legal Contact for review. For significant projects, the Companies encourage firms to set a schedule at the outset of the project for exchange of drafts and comments.

E. Settlement

The Companies place particular emphasis on early settlements in appropriate cases and expect timely and meaningful settlement evaluations to be discussed at the earliest possible time. Where possible, we expect you to seek to achieve an early settlement or other expedited, dispositive resolution. Prior to filing any motions, particularly dispositive motions, we expect you to discuss your strategy, including the likelihood of success of a motion and its attendant costs, with the Legal Contact.

VII. NON-LITIGATION ACTIVITIES

It is essential that you and the Legal Contact agree on procedures, responsibilities and timeframes for reviewing information critical to the matter. For mergers & acquisitions and other commercial transactions, this might include conducting due diligence and reviewing or drafting definitive agreements, schedules, closing documents and/or other important documents relating to the matter.

VIII. CONDUCT

Your firm agrees to comply with all U.S. and non-U.S. laws, rules and regulations. In particular, your firm agrees to comply with the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, which prohibit offering or giving anything of value to a foreign public official, candidate for public office, public international organization or state-owned enterprise in an attempt to induce or reward favorable action, and all other applicable anti-bribery laws and regulations.

Any actual, alleged or suspected improprieties by your firm's personnel, in connection with your firm's representation of the Companies, must be reported immediately to the Legal Contact. The Companies will not pay costs or fees associated with the foregoing.

IX. RETENTION OF WORK PRODUCT AND FINANCIAL RECORDS

A. Document Retention

The Companies require that all work product be retained, including research, notes, memoranda, pleadings, etc., that substantiates your billed tasks. The Companies require that all time sheets, pre-bills, billing memoranda, etc., associated with the billing statements be retained and, if requested, submitted to the Companies. Please ensure that the Legal Contact receives copies of at least every significant document (including all

pleadings and court filings), and confirm with your Legal Contact whether that lawyer would like copies of every case-related document.

B. Destruction Of Documents

Your firm must not destroy any files or documents created on the behalf of the Companies without first receiving consent from the Legal Contact.

X. MALPRACTICE INSURANCE

Your firm is expected to maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. If your firm does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, you must immediately report this to the Legal Contact.

XI. INFORMATION SECURITY

The Companies require that your firm have in place appropriate technical and organizational security measures, which include written, physical, electronic and procedural safeguards and controls (such as secure file transfer methods as appropriate) to prevent the unauthorized or unlawful access of the Companies' work product, records, files and other information and data. All breaches of security shall be reported immediately to the Legal Contact. The Companies reserve the right to request and obtain copies of any your firm's relevant information security policies, procedures and reports and to audit your firm's practices to ensure compliance with security requirements.

XII. CONCLUSION

The Companies continually review and update their billing practices and general procedures. We welcome any suggestion from you or your firm regarding how best to improve our working relationship and to limit and control costs.

We look forward to working with you in a productive and collaborative manner.

INDEX OF ATTACHMENTS

- A. Company Parties
- B. The Companies Billing Requirements and Format

ATTACHMENT A
COMPANY PARTIES

NEWS LIMITED	Australia
1Form Online Pty Ltd	Australia
A.C.N. 000 024 028 Pty. Limited	Australia

A.C.N. 067 052 386 Pty Limited	Australia
A.C.N. 105 222 026 Pty. Limited	Australia
A.C.N. 163 565 955 Pty Limited	Australia
ACPPS Pty Limited	Cayman Islands
Advertiser Newspapers Pty. Limited	Australia
Advertiser-News Weekend Publishing Company Pty. Limited	Australia
AH BR Pty Limited	Australia
Allied Press Limited	Papua New Guinea
atHome Group S.A.	Luxembourg
atHome International S.A.	Luxembourg
Australian Independent Business Media Pty Ltd	Australia
AWKO Pty. Limited	Australia
Bellevue Consulting Pty Limited	Australia
Binni Pty Limited	Australia
Brisbane Broncos (Licencee) Pty Limited	Australia
Brisbane Broncos Corporation Pty Ltd (Trustee)	Australia
Brisbane Broncos Corporation Trust	Australia
Brisbane Broncos Limited	Australia
Brisbane Broncos Management Corporation Pty Ltd	Australia
Brisbane Broncos Rugby League Club Ltd	Australia
Brisbane Professional Sports Investment Pty Ltd	Australia
Business Spectator Pty Ltd	Australia
Cairns Digital Media Pty Ltd	Australia
Careerone Services Pty. Limited	Australia
Carraroe Pty Limited	Australia
casa.it Srl	Italy
Chesterland Pty. Limited	Australia
CML Holdings No 1 Pty Limited	Australia
Consolidated Magazines Pty Limited	Australia
Consolidated Media Holdings Pty Limited	Australia
Courier Newspaper Holdings Pty Limited	Australia
Courier Newspaper Management Holdings Pty Limited	Australia
Courier Newspaper Operations Pty Ltd	Australia
Davies Brothers Pty. Limited	Australia
Double Bay Newspapers Pty Ltd	Australia
Duvir Holdings Pty. Limited	Australia
Eastern Suburbs Newspaper Partnership	Australia
EP Securities Pty. Limited	Australia
Eureka Report Pty Ltd	Australia
Fox Sports Australia BV	Netherlands
Fox Sports Australia Pty Limited	Australia
Fox Sports Pulse Pty Limited	Australia
Fox Sports Venue Pty Limited	Australia
FS (Australia) I Pty Limited	Australia
FS (Australia) II Pty Limited	Australia
FS Australia Partnership	Australia
Geelong Advertiser (Holdings) Pty. Limited	Australia
Geelong Newspapers Proprietary Limited	Australia

General Newspapers Pty Ltd	Australia
Gold Coast Publications Pty. Limited	Australia
Hub Online Global Pty. Ltd	Australia
IPKO Pty. Limited	Australia
KidsNewZealand Limited	New Zealand
Kidspot.com.au Pty Limited	Australia
Laurelgrove Pty Limited	Australia
Leader Associated Newspapers Pty. Limited	Australia
Leteno Pty. Limited	Australia
Local Search Technologies Limited	Ireland
Mancon Nominees Pty Limited	Australia
Manden Productions Pty Limited	Australia
Manpress Pty Limited	Australia
Media Cell Pty Ltd	Australia
Messenger Press Proprietary Limited	Australia
MH Finance Holdings Pty Limited	Australia
MH Finance Investments Pty Limited	Australia
MHLP Holdings No 1A Pty Limited	Australia
MHLP Holdings Pty Limited	Australia
Mirror Newspapers Pty. Limited	Australia
NAH Finance Pty Limited	Australia
National Rugby League Investments Pty. Limited	Australia
Nationwide News Pty. Limited	Australia
Nationwide Newspapers Pty. Limited	Australia
News (NAPI) Pty. Limited	Australia
News Australia Holdings Partnership	Australia
News Australia Holdings Pty Limited	Australia
News Australia Pty Limited	Australia
News Classifieds Network (NCN) Pty. Limited	Australia
News Corp Australia Holdings Pty Limited	Australia
News Corp Australia Investments Pty Limited	Australia
News Corp Australia Partnership	Australia
News Corp Australia Pty Limited	Australia
News Digital Media Pty Limited	Australia
News Finance Pty.	Australia
News Life Media Pty Limited	Australia
News Magazines Operations Pty. Limited	Australia
News Pay TV Financing Pty Ltd	Australia
News Pay TV Investment Pty Ltd	Australia
News Pay TV Pty. Limited	Australia
News Print Media Pty Limited	Australia
News Publishers Holdings Pty. Limited	Australia
News Sports Programming Pty. Limited	Australia
News TV Magazines Pty. Limited	Australia
NL/HIA JV Pty Limited	Australia
ozhomevalue Pty Limited	Australia
Pacific Sports Holdings Pty Limited	Australia
Pacific Sports International Pty Limited	Australia

Pay TV Management Pty Limited	Australia
Pay TV Partnership	Australia
PBL Enterprises Limited	Australia
PBL Film Holdings Pty Limited	Australia
PBL Management Pty Limited	Australia
PBL Media Holdings Shareholder Pty Limited	Australia
PBL MH Investments No 1 Pty Limited	Australia
PBL MH Investor Pty Limited	Australia
PBL MH2 Investor Pty Limited	Australia
PBL Pay TV Pty Limited	Australia
PBL Property Pty Limited	Australia
PBL Short Term Pty Limited	Australia
Perth Print Pty. Limited	Australia
Point Out Productions Pty Ltd	Australia
Post Courier Limited	Papua New Guinea
Primedia Limited	Hong Kong
Property Look Pty Limited	Australia
Property.com.au Pty Ltd	Australia
QP Ventures Pty. Limited	Australia
Queensland Entertainment Services Pty Ltd	Australia
Queensland Newspapers Pty. Limited	Australia
REA Austin Pty Ltd.	Australia
REA Group Consulting (Shanghai) Co. Limited	China
REA Group Europe Limited	United Kingdom
REA Group European Production Centre S.A.	Luxembourg
REA Group Hong Kong Ltd	Hong Kong
REA Group Ltd	Australia
REA Italia Srl	Italy
REA US Holding Co. Pty Ltd	Australia
Realestate.com.au Pty Ltd	Australia
Robbdoc Pty Limited	Australia
Royal Children's Hospital Good Friday Appeal Limited	Australia
Rugby International Pty. Limited	Australia
Sharland Pty Limited	Australia
SheSpot.com.au Pty Limited	Australia
Skeat Pty Limited	Australia
Sky Cable Pty Limited	Australia
South Pacific Post Pty Ltd	Papua New Guinea
Sport by Numbers Pty Ltd	Australia
Square Foot Limited	Hong Kong
Suburban Publications Pty Limited	Australia
Sunshine Coast Publishing Pty Ltd	Australia
Super League Pty. Limited	Australia
TCN Investments Pty Limited	Australia
Television Broadcasters Investments Pty. Ltd.	Australia
The Cairns Post Proprietary Limited	Australia
The Courier-Mail Children's Fund Pty. Limited	Australia
The Geelong Advertiser Pty. Limited	Australia

The Herald and Weekly Times Pty. Limited	Australia
The North Queensland Newspaper Company Pty. Limited	Australia
Times Publications Holdings Pty Limited	Australia
United Media Pty. Limited	Australia
Web Effect Int. Pty. Limited	Australia
Wespre Pty. Limited	Australia
Westralia Square Partnership	Australia
Windfyr Pty Limited	Australia
Winston Investments Pty. Limited	Australia
NEWS CORP INVESTMENTS UK & IRELAND	United Kingdom
Admacroft Limited	United Kingdom
Coldstreame Seafood Limited	United Kingdom
Eric Bemrose Limited	United Kingdom
Festival Records International Limited	United Kingdom
Handpicked Companies Limited	United Kingdom
KIP Limited	United Kingdom
Milkround Holdings Limited	United Kingdom
Milkround Limited	United Kingdom
Milkround OnLine Ltd.	United Kingdom
Milkround.com Limited	United Kingdom
News 2026 Limited	United Kingdom
News Australia Investments Pty Ltd	Australia
News Collins Holdings Limited	United Kingdom
News Collins Holdings Partnership	Australia
News Collins Limited	United Kingdom
News Corp Holdings UK & Ireland	United Kingdom
News Corp UK & Ireland Limited	United Kingdom
News Group Newspapers Limited	United Kingdom
News International Newspapers Limited	United Kingdom
News International Pension Trustees Limited	United Kingdom
News Ireland Limited	United Kingdom
News Logistics Limited	United Kingdom
News of the World Limited	United Kingdom
News Printers Assets Limited	United Kingdom
News Printers Group Limited	United Kingdom
News Printers Southern Limited	United Kingdom
News Promotions Limited	United Kingdom
News Property Three Limited	United Kingdom
News Solutions Limited	United Kingdom
News Telemedia Europe Limited	United Kingdom
News UK & Ireland Direct Limited	United Kingdom
News UK & Ireland Limited	United Kingdom
News UK & Ireland Newspapers Limited	United Kingdom
News UK & Ireland Recruitment Holdings Limited	United Kingdom
News UK & Ireland Trading Limited	United Kingdom
News UK Automotive Limited	United Kingdom
News UK Finance LLP	United Kingdom
Newscorp Preference Limited	Cayman Islands

Newsett Limited	United Kingdom
Newsprinters (Broxbourne) Limited	United Kingdom
Newsprinters (Eurocentral) Limited	United Kingdom
Newsprinters (Knowsley) Limited	United Kingdom
Newsprinters Limited	United Kingdom
NGN Editorial Pension Trustees Limited	United Kingdom
Secondpost Limited	United Kingdom
Secondpost.com Limited	United Kingdom
The Sun Limited	United Kingdom
The Sunday Times Limited	United Kingdom
The Sunday Times Whisky Club Limited	United Kingdom
The Times Limited	United Kingdom
The Times Literary Supplement Limited	United Kingdom
Times Crosswords Limited	United Kingdom
Times Media Limited	United Kingdom
Times Newspapers Holdings Limited	United Kingdom
Times Newspapers Limited	United Kingdom
Tower Trustees Limited	United Kingdom
WorKazoo Limited	United Kingdom
HARPERCOLLINS PUBLISHERS L.L.C.	United States of America
Editora Harper & Row de Brazil Ltda.	Brazil
Grupo Nelson Inc.	United States of America
HarperCollins Christian Publishing, Inc.	United States of America
HarperCollins Mexico, SA de CV	Mexico
The Zondervan Corporation L.L.C.	United States of America
Thomas Nelson Export	United States of America
Thomas Nelson Sales Co., Inc.	United States of America
Vida Publishers L.L.C.	United States of America
Zondervan (Republica Dominicana) S.A	Dominican Republic
HARLEQUIN ENTERPRISES LIMITED	Canada
DEI CSEP Inc	United States of America
Editora HR Ltda.	Brazil
eHarlequin.ca Ltd	Canada
Forlaget Harlequin AB	Sweden
Harlequin (UK) Limited	United Kingdom
Harlequin Books S.A.	Switzerland
Harlequin Digital Sales Corp	United States of America
Harlequin Enterprises (Australia) Pty Ltd	Australia
Harlequin Enterprises (NZ) Limited 302883	New Zealand
Harlequin Enterprises GmbH	Germany
Harlequin Enterprises II BV/Sarl	Luxembourg
Harlequin Enterprises Limted (UK)	United Kingdom
Harlequin Holdings Inc.	United States of America
Harlequin Holdings S.A.	Switzerland
Harlequin Iberica, S.A.	Spain
Harlequin Investments Ltd (Canada)	Canada
Harlequin Italia Srl	Italy

Harlequin Kft. (aka Harlequin Magyarország Korlátolt Felelőségi Társaság)	Hungary
Harlequin KK (aka Kabushiki Kaisha Harlequin)	Japan
Harlequin Magazines Inc.	United States of America
Harlequin Mondadori S.p.A.	Italy
Harlequin Polska Sp. Zo.o. (aka Arlekin Wyclawnictwo Sp. Zo.o.)	Poland
Harlequin Products Inc.	United States of America
Harlequin Retail Inc.	United States of America
Harlequin S.A.	France
Harlequin Sales Corporation	United States of America
Mills & Boon Limited	United Kingdom
HARPERCOLLINS (UK)	United Kingdom
Authonomy Ltd	United Kingdom
BookArmy Limited	United Kingdom
Cobuild Limited	United Kingdom
Collins Bartholomew Limited	United Kingdom
Dolphin Bookclub Limited	United Kingdom
Fourth Estate Limited	United Kingdom
George Allen & Unwin (Publishers) Limited	United Kingdom
HarperCollins Canada Limited	Canada
HarperCollins Investments (UK) Limited	United Kingdom
HarperCollins Publishers (Holdings) Pty. Limited	Australia
HarperCollins Publishers (New Zealand) Limited	New Zealand
HarperCollins Publishers Australia Pty. Limited	Australia
HarperCollins Publishers Holdings (New Zealand)	New Zealand
HarperCollins Publishers India Limited	India
Harlequin India Private Limited	India
HarperCollins Publishers Limited	United Kingdom
HarperCollins Publishers Ltd	Canada
HarperCollins Publishers Pension Trustee Co. Limited	United Kingdom
Leckie & Leckie Limited	United Kingdom
Letts Educational Limited	United Kingdom
Marshall Pickering Holdings Limited	United Kingdom
Pollokshields Printing Services Limited	United Kingdom
Thorsons Publishers Limited	United Kingdom
Thorsons Publishing Group Limited	United Kingdom
Times Books Group Limited	United Kingdom
Times Books Limited	United Kingdom
Unwin Hyman Limited	United Kingdom
William Collins Holdings Limited	United Kingdom
William Collins International Limited	United Kingdom
William Collins Sons & Company Limited	United Kingdom
NEWS PREFERRED HOLDINGS INC.	United States of America
Alesia Holdings, Inc.	United States of America
Amplify Education Holding, Inc.	United States of America
Amplify Education, Inc.	United States of America
Benevolus Holdings LLC	United States of America
Evergreen Trading Company L.L.C.	United States of America

FS Australia II LLC	United States of America
Heritage Media L.L.C.	United States of America
Heritage Media Management, Inc.	United States of America
Heritage Media Services L.L.C.	United States of America
Intel-Assess, Inc.	United States of America
Magpie Holdings, Inc.	United States of America
Mosaic Media Ventures Pvt. Ltd.	India
NC Finance Limited	Cayman Islands
NC Transaction, Inc.	United States of America
NCIH LLC	United States of America
News Alesia UK Limited	United Kingdom
News America Marketing FSI L.L.C.	United States of America
News America Marketing In-Store L.L.C.	United States of America
News America Marketing In-Store Services L.L.C.	United States of America
News America Marketing Interactive L.L.C.	United States of America
News America Marketing Properties L.L.C.	United States of America
News Australia Holdings LLC	United States of America
News FHC Holdings, LLC	United States of America
News Finance Inc.	United States of America
News Group/Times Newspapers U.K., Inc.	United States of America
News Interactive Media Australia Pty Limited	Australia
News Limited of Australia, Inc.	United States of America
News Marketing Canada Corp.	Canada
News UK Finance Holdings I LLC	United States of America
News UK Finance Holdings II LLC	United States of America
NNC Insurance Services, Inc.	United States of America
NWS Digital Asia Pte. Limited	Singapore
NWS Digital India Private Limited	India
NYP Holdings, Inc.	United States of America
NYP Realty Corp.	United States of America
Ruby Newco LLC	United States of America
Smart Source Direct L.L.C.	United States of America
Storyful America, Inc.	United States of America
Storyful Limited	Ireland
Storyful Limited	Hong Kong
The Daily Holdings, Inc.	United States of America
MOVE, INC.	United States of America
RealSelect, Inc.	United States of America
Welcome Wagon International Inc.	United States of America
Move Sales, Inc.	United States of America
Moving.com, Inc.	United States of America
Homestore, Inc.	United States of America
The Enterprise of America, Ltd	United States of America
National New Homes Co., Inc.	United States of America
Homebuilder.com (Delaware), Inc.	United States of America
Top Producer Systems Company	Canada
DOW JONES & COMPANY, INC.	United States of America
Betten Financial News BV	Netherlands

DJBI, LLC	United States of America
Dow Jones & Company (Australia) PTY Limited	Australia
Dow Jones & Company (Malaysia) Sdn. Bhd.	Malaysia
Dow Jones & Company (Schweiz) GMBH	Switzerland
Dow Jones & Company (Singapore) PTE Limited	Singapore
Dow Jones (Japan) K.K.	Japan
Dow Jones Advertising (Shanghai) Co. Limited	China
Dow Jones AER Company, Inc.	United States of America
Dow Jones Business Interactive (U.K.) Limited	United Kingdom
Dow Jones Canada, Inc.	Canada
Dow Jones Chile Limitada	Chile
Dow Jones Colombia S.A.S.	Colombia
Dow Jones Consulting (Shanghai) Limited	China
Dow Jones Consulting India Private Limited	India
Dow Jones Distribution Co. (Asia), Inc.	United States of America
Dow Jones Do Brasil Servicos Economicos Ltda..	Brazil
Dow Jones Haber Ajansi Anonim Sirketi	Turkey
Dow Jones Information Services International (HK) Ltd.	Hong Kong
Dow Jones International GMBH	Germany
Dow Jones International Ltd.	United Kingdom
Dow Jones Italia SRL	Italy
Dow Jones NBV Bulgaria EOOD	Bulgaria
Dow Jones Nederland BV	Netherlands
Dow Jones News GmbH	Germany
Dow Jones News Services (Proprietary) Limited	South Africa
Dow Jones Newswires Holdings, Inc.	United States of America
Dow Jones Publishing Company (Asia), Inc.	United States of America
Dow Jones Publishing Company (Europe), Inc.	United States of America
Dow Jones Services Limited	United Kingdom
Dow Jones Southern Holding Company, Inc.	United States of America
Dow Jones Trademark Holdings LLC	United States of America
Dow Jones Ventures V, Inc.	United States of America
Dow Jones WSJA Philippines, Inc.	Philippines
Dow Jones, L.P.	United States of America
eFinancialNews Holdings Limited	United Kingdom
eFinancialNews Inc.	United States of America
eFinancialNews Limited	United Kingdom
Factiva (Australia) Pty Limited	Australia
Factiva (France) S.A.R.L.	France
Factiva Business Information (Spain), S.L.	Spain
Factiva Finance LLC	United States of America
Factiva Limited	United Kingdom
Factiva LLC	United States of America
Factiva Finance Ltd.	Cayman Islands
Factiva, Inc.	United States of America
Generate Canada ULC	Canada
Generate, Inc.	United States of America
Hulbert Financial Digest, Inc.	United States of America

Kronberger Verlagsgesellschaft GmbH	Germany
MarketWatch, Inc.	United States of America
MF - Dow Jones News S.r.l.	Italy
Review Publishing Company Limited	Hong Kong
The Wall Street Journal Europe Holding, Inc.	United States of America
The Wall Street Journal Europe, SPRL	Belgium
VentureOne Corporation	United States of America
Wall Street Journal India Publishing Private Limited	India
WSJ Commerce Solutions, Inc.	United States of America

ATTACHMENT B

THE COMPANIES' BILLING REQUIREMENTS AND FORMAT

All invoices should be submitted directly to our e-billing system whenever possible. Firms will be registered with the e-billing system at the beginning of any engagement. All invoices must conform to the requirements set out here.

1. All invoices must include the correct entity name, and the matter number for which the services are rendered (to be provided by the Legal Contact), a unique invoice number, the case number and/or caption (for litigation matters), and your firm's assigned client/matter number(s) for such services. If the matter invoiced relates to prosecution of one or more items of intellectual property, the invoice should identify the intellectual property at issue by name and number, the class of goods, and the territory covered, as applicable.
2. Invoices may be billed to a "General" or "Miscellaneous" matter number only if the work encompasses truly miscellaneous issues that cannot be allocated to any more specific matter. If in doubt, please contact the Legal Contact to inquire about what matter number should be used for each invoice. A separate invoice should be submitted for each matter; an invoice that combines entries for multiple matters, even an existing matter and a General category, is not acceptable.
3. All invoices must be dated and state the date range of the services covered by the invoice.
4. For firms not employing e-billing, all invoices must be submitted via e-mail. Invoices should be converted into a portable document format (PDF) and sent electronically. Invoices should not be mailed.
5. All invoices must include a chronological list of services rendered, showing the date of service, the number of hours expended by each person on each item, the appropriate UTBMS task code (as applicable, for e-billing firms or if otherwise requested), a description of the work (in sufficient detail to permit the Companies to ascertain the benefit derived from such service), the rate at which the hours are billed, and where appropriate the name of the in-house contact for whom the work was performed. Generic descriptions of work performed (such as "attention to matter," "review case" and "research") are not acceptable.
6. All time expended on a matter must be billed in increments of tenths of an hour (0.1

hour). Each task or activity shall be separately itemized. Invoices should not include "blocked" or "lumped" billing by assigning one block of time to multiple tasks. For example, the following entry: "4.5 hours: Draft outline and review documents regarding deposition of [WITNESS] on [DATE]; draft letter to opposing counsel regarding discovery dispute; review documents for document production," should be separately itemized as follows:

-2.3 hours: Draft outline and review documents regarding deposition of [WITNESS] on [DATE];

-.8 hours: Draft letter to opposing counsel regarding discovery dispute;

-1.4 hours: Review documents for document production

7. Each expense item shall be separately itemized, showing the date the expense was incurred, an explanation of the charge, the amount of the charge and the timekeeper who incurred the charge. For expenses above \$2,500, the invoice should attach applicable documentation.

8. For reimbursable photocopies, please include a daily log listing the number of copies and the per-page charge (not to exceed \$.10 per page).

9. All invoices must indicate both (a) the current amount due for a particular matter; and (b) an inception of matter to current date total of costs and fees, inclusive of the current invoice.

10. The end of each invoice not submitted via the e-billing system must set forth the total hours and fees billed for each timekeeper and contain their names, positions and billing rates. For example:

Initials	Name	Title	Rate	Hours	Fees
JAD	Jane A. Doe	Partner	\$350.00	10.3	\$3605.00
JBD	John B. Doe	Associate	\$225.00	25.4	\$5715.00
JCD	Jill C. Doe	Paralegal	\$75.00	5.2	\$390.00
			TOTALS:	40.9	\$9,710.00

11. **Prior to sending an invoice to the Companies, the lawyer in charge of the matter should review the fees and expenses incurred, ensure that they are appropriate for the work performed,** consistent with the budget, exclude charges for any duplicative or unnecessary work, and include information regarding reductions (including any amount of time and corresponding fees or costs that have been written off, with an explanation for the write off) or modifications.

12. All invoices should be submitted on a monthly basis. In extraordinary circumstances where monthly invoicing is not possible, you should so advise the Legal Contact of the proposed billing schedule. In no event will the Companies accept invoices less frequently than quarterly. The Companies reserve the right to refuse payment for amounts invoiced more than three months after the end of the month during which the services were rendered.

13. If the Companies are invoiced for items that they decline to pay, those charges will be deducted from your invoice prior to payment. The Companies will pay the invoice less the declined amount. If you resolve the issue with the Legal Contact and resubmit some or all of the declined amount for payment, please make sure the resubmitted invoice is for the

declined amount only and has a new unique invoice number. Please do not resubmit the same invoice or use the same invoice number, as that will cause rejection of the invoice as duplicative. The Companies must receive all resubmitted invoices within thirty days after the un-declined amount was paid to you. It is your responsibility to notify your Accounting Department of the short payment so the entry can be adjusted. The Companies reserve the right to refuse payment of amounts not resubmitted within the foregoing thirty day time period.

14. Your firm will be responsible for reviewing and signing any third-party vendor invoices before sending them to the Companies. Invoices by third-party vendors should be paid by your firm and then charged back to the Companies as part of your monthly invoices. In the alternative, vendor invoices over \$2,500 may be submitted directly to the Companies for payment. Every vendor invoice should be accompanied by a statement from your firm noting that the invoice has been reviewed, is appropriate in all respects, and is within the pre-established budget for any vendor services. Every invoice from third-party vendors should include a federal tax identification number and comply with any additional requirements for payment processing.

15. Do not send multiple copies of invoices to multiple individuals at the Companies.

16. For invoices originating outside the United States:

a. All invoices must be submitted in English.

b. All invoices should clearly indicate the currency being used to calculate the costs and fees. Currency should be local currency unless otherwise agreed in advance.

c. Any invoices for services rendered by foreign or other local counsel on behalf of a vendor (e.g., barrister fees) must follow these guidelines and should be submitted to Companies along with the vendor's invoice. The retention of any such individuals must be pre-approved by the Companies.

d. Whenever and wherever possible, the Companies should be invoiced in a manner which will provide the Companies with the best possible tax benefit (e.g., as a result of entitlement to reimbursement for VAT (Value Added Taxes) or GST (Goods and Services Taxes)).

17. Please consult with your Legal Contact to determine the Company's preferred manner of payment, which may include check or wire transfer.