

PUBLISHING AGREEMENT

U.S. COVER PAGE

Rights Holder:	Gregg Housh	
Author:	Gregg Housh with Barrett Brown	
The Work(s):	ANONYMOUS	
Prior Edition(s):	n/a	
Rights Holder's Notice Address:	Gregg Housh c/o Dan Conaway Writers House 21 West 26th Street New York, NY 10010 (212) 696-3825	
Formats:	All formats and editions	
Term:	Full term of copyright available for the Work(s) in each country in the Territory, including renewals and extensions	
Territory:	World	
Languages:	English	
Advance:	\$175,000.00	
Rights Holder's Email:	dconaway@WritersHouse.com	
Effective Date:	January 24, 2012	
Our Legal Notice Address:	Amazon Content Services LLC 8329 West Sunset Road, Suite 220, Las Vegas, NV 89113-2218	with a copy to: Amazon.com, Inc. 410 Terry Avenue North Seattle, WA 98109-5210 Email: contracts-legal@amazon.com Fax: 206.266.7010 Attn: General Counsel
Primary Sales Royalties:	Hardcover:	15% of MSRP
	Paperback:	7 ½% of MSRP up to 25,000 net copies and 10% MSRP thereafter
	E-Book:	35% of Net Revenue
Governing Law/Venue:	This Agreement is governed by the laws of the State of New York, without reference to its conflict of law rules. Each party agrees to exclusive personal jurisdiction and venue in the federal and state courts in New York County, New York, for any dispute arising out of this Agreement.	

This Publishing Agreement (this “**Agreement**”), with the Effective Date listed above, is between Amazon Content Services LLC, a Nevada limited liability company (“**ACS**,” “**we**” or “**us**”), and the Rights Holder listed above (“**you**”). Each cover page executed by you forms a separate publishing agreement between you and the applicable Amazon party. The rights that you grant to us in this Agreement are exclusive to us, but not exclusive among us and our Affiliates, and do not limit your ability to grant rights to the Work(s) to any of our Affiliates.

AMAZON CONTENT SERVICES LLC By: _____ Name: _____ Title: _____ Signature Date: _____	RIGHTS HOLDER By: _____ Name: _____ Title: _____ Signature Date: _____
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PUBLISHING AGREEMENT

AEU COVER PAGE

Rights Holder:	Gregg Housh	
Author:	Gregg Housh with Barrett Brown	
The Work(s):	ANONYMOUS	
Prior Edition(s):	n/a	
Rights Holder's Notice Address:	Gregg Housh c/o Dan Conaway Writers House 21 West 26th Street New York, NY 10010 (212) 696-3825	
Formats:	All formats and editions	
Term:	Full term of copyright available for the Work(s) in each country in the Territory, including renewals and extensions	
Territory:	World	
Languages:	English	
Rights Holder Email:	dconaway@WritersHouse.com	
Effective Date:	January 24, 2012	
Our Legal Notice Address:	Amazon EU Sàrl Vice President, Legal 5 Rue Plaetis L-2338 Luxembourg eu-contracts@amazon.lu Fax: 352.26.733.332	
Primary Sales Royalties:	Hardcover:	15% of Net Revenue
	Paperback:	7 ½% of Net Revenue up to 25,000 net copies and 10% Net Revenue thereafter
	E-Book:	35% of Net Revenue
Governing Law/Venue:	This Agreement is governed by the laws of the Grand Duchy of Luxembourg, without reference to conflict of laws rules. Each party agrees to exclusive jurisdiction and venue of the courts in Luxembourg City, Luxembourg, for any dispute arising out of this Agreement.	

This Publishing Agreement (this “**Agreement**”), with the Effective Date listed above, is between Amazon EU Sàrl (“**AEU**,” “**we**” or “**us**”), and the Rights Holder listed above (“**you**”). Each cover page executed by you forms a separate publishing agreement between you and the applicable Amazon party. The rights that you grant to us in this Agreement are exclusive to us, but not exclusive among us and our Affiliates, and do not limit your ability to grant rights to the Work(s) to any of our Affiliates.

AMAZON EU SÀRL	RIGHTS HOLDER
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____



1. **Grant of Rights.** You grant us the exclusive right during the Term to reproduce, print, publish, distribute, translate, display and transmit, the Work(s), in whole and in part, in the Territory, Languages and Formats, and by all means known as of or developed after the Effective Date, along with those rights reasonably necessary to effectuate those rights. You also grant us the exclusive right during the Term to sublicense any of the above rights as well as the Subsidiary Rights described in Exhibit A to any Affiliate or third party in our sole discretion. This grant of rights does not convey any film, theatrical, motion picture, television, radio or dramatic rights but does allow us to create certain additional works, including anthologies containing the Work(s) but excluding audio editions and translations. Condensed, adapted, abridged or enhanced versions are subject to your approval, not to be unreasonably withheld or delayed. We will revert any of these rights as reasonably necessary to allow you to exploit the film, theatrical, motion picture rights, television, radio or dramatic rights retained by you.

2. **Delivery of the Work(s).**

2.1 **Description.** The Work, a book of approximately 80,000 words, tells the story of the ordinary people who became hacker-activists and successfully brought down government agencies and multinational corporations around the world.

2.2 **Delivery Date.** You will deliver to us (in electronic format or other format mutually agreed upon by the parties) the complete manuscript for each Work, including any nontext materials included in a Work, by **April 1, 2012** (the "**Delivery Date**"). If you fail to deliver the complete manuscript for each Work on a timely basis, we may terminate this Agreement with respect to that Work by providing you with at least 30 days' prior written notice. Within 30 days after the termination of this Agreement under this Section 2.1, you will repay to us any Advance amounts paid to you pursuant to Section 6.1. Upon such repayment, all rights in the Work(s) will revert to you and this Agreement will cease to be effective with respect to that Work.

2.3 **Permissions.** Within 30 days of the Delivery Date, you will, at your expense, obtain and deliver to us written permissions for any material in a Work that is controlled by others (collectively, "**Permissions**"). The Permissions must be acceptable to us and sufficient to permit us, our Affiliates, and our licensees to use the applicable material in all editions, Formats, versions, Languages and uses of a Work, in the Territory and for the Term. If you fail to obtain and deliver to us the Permissions for a Work in a timely manner, we may obtain such Permissions on your behalf and deduct the costs from any amount payable to you.

3. **Acceptance of the Work(s).**

3.1 **Acceptance of the Work(s).** Following your delivery of the Work, including all related materials, we will review the Work, including all related materials, and notify you within forty five (45) days of our receipt of the Work if that Work is acceptable to us (the date of our acceptance of each Work, the "**Acceptance Date**"). If we notify you that a complete Work and the related materials are not acceptable, then you will, no later than 60 days after you receive our reasonably detailed request for revisions (email will suffice), electronically deliver to us a revised version of that Work. If that Work, as revised, continues to be unacceptable to us, we may, in our sole discretion, (a) provide you with further requests for revisions by e-mail or other notice method, which you will implement within 30 days, or (b) reject that Work and terminate this Agreement with respect to that Work, in which case we will have no further obligations under this Agreement with respect to the Work. If the Work is so rejected, this Agreement will terminate and all rights granted in this Agreement will revert to you on the condition that you will be obligated to repay to us any Advance paid to you from all proceeds from any sale or license by you of the publication rights granted hereunder in the Work to a third party. You agree to (a) use reasonable efforts to license or sell such rights in the Work on terms most likely to result in the repayment in full to us, (b) notify us of the financial terms of any such agreement with any third party, and (c) ensure that any such agreement with any third party provides that we will be paid directly first proceeds under that agreement until any Advance amounts paid by us to you under this Agreement have been fully recouped. If you fail to sell or license the publication rights in that Work within 18 months following the termination of this Agreement with respect to the rejected Work, you will repay any Advance amounts immediately. Upon such repayment, all rights in the Work that have been granted to us in this Agreement will revert to you.

3.2 **Legal Review.** You will cooperate with our legal counsel in its review of the manuscript of each Work. If our counsel concludes that publication of the Work could lead to legal liability, you and we will cooperate for 30

days to make it acceptable to our counsel. If we are unable to mutually agree on changes, we may, in our sole discretion, terminate this Agreement in accordance with Section 3.1. If we find any Work is legally acceptable for publication in the United States but, in the opinion of our legal counsel, changes are advisable for publication in other territories, or if we deem changes advisable after the first publication of that Work, you will make the changes. Each Work may be deemed accepted only when it is legally acceptable. In no event will we be obligated to publish or continue to publish a Work which, in the judgment of our attorneys, may lead to legal liability. A request for revisions or substantiation will not affect any of your representations, warranties or indemnities in Section 10.

3.3 Proofs, Corrections and Preparation for Publication. After we accept Work, we may not make any material change to the text of a Work without your approval (e-mail is sufficient), except for copyediting for punctuation, spelling and usage. You will read, revise and return to us any proofs of a Work within 14 days after you receive them. If you do not return the proofs within the 14-day period, then we may presume your approval of the proofs, including any changes contained in the proofs, and proceed to publish that Work.

4. Promotion. (i) If applicable, you will make commercially reasonable efforts to be available for reasonable promotional activities, including interviews and author appearances. Within 30 days of the Delivery Date, you will provide us, at your expense, with an approved biography and an approved photograph of the Author acceptable to us. If you fail to do so, we may create appropriate promotional content (which in any event shall be subject to your approval, not to be unreasonably withheld or delayed, except that such approval shall be deemed to have been given by you in the event we are not notified of your disapproval within five (5) business days of our request). The materials and the products of any promotional activities are, collectively, “**Author Promotional Content.**” We may use, in our sole discretion, and allow others to use, each Work, the Author’s name, and the Author Promotional Content for promotional purposes throughout the world, without additional compensation to you. (ii) You may not issue press releases or make any public statements that disclose any financial terms or sales information with respect to the Work(s) that you have obtained from us. Additionally, you may not use any of our trade names or trademarks, with the exception of the cover(s) of your Work(s) for marketing or promotional purposes, without our prior consent. Notwithstanding the foregoing, if Author unintentionally acts in a manner that violates this Paragraph 4(ii) our sole remedy will be to notify you of such violation. Following such notice, Author will immediately cease the action that violates this Paragraph 4(ii) and will not engage in such act following receipt of our notice.

5. Publication.

5.1 Publication of Work(s). We will determine imprint, manufacture, distribution, pricing, and marketing and promotion. We will consult with you regarding the cover/jacket and interior design of the Work(s). The final title of the Work will be subject to your approval, not to be unreasonably withheld or delayed. We make no assurances that we or our Affiliate(s) will sell any number of copies of the Work(s) or that we will obtain any revenue from publication of the Work(s).

5.2 Your Right of Termination. If we have not published a Work within 18 months of the Acceptance Date for reasons other than a business decision made with your prior written approval, not to be unreasonably withheld or delayed, or due to war, civil riot, strike, fire, acts of God, governmental restriction, inability to obtain materials necessary for manufacture of the Work or any other reason beyond our control, then you may, as your sole and exclusive remedy, terminate this Agreement with respect to that Work by providing written notice to us, after which all rights in that Work will revert to you. Upon such termination for non-publication of a Work, you shall be entitled to retain all money paid to you by us up to the point of such termination with respect to that Work and we will immediately pay you any Advance amounts due and payable as of that termination date.

6. Advance; Royalties.

6.1 Advance. We or our Affiliate(s) will pay you the Advance indicated on the cover to this Agreement, as an advance against royalty earnings under this Agreement, payable \$75,000 within 30 days of execution of this Agreement, \$50,000 within 30 days of the Acceptance Date and \$50,000 within 30 days of the first to occur of (i) the initial publication of the Work and (ii) the 12-month anniversary of the Acceptance Date. Notwithstanding anything to the contrary in this Agreement, we and our Affiliates will begin paying royalty amounts and any sublicensing

revenues under this Section 6, only after the full amount of the Advance paid to you has first been set-off against earned royalties and your share of sublicensing revenues.

6.2 Primary Sales. We will pay you a royalty as set forth on the cover page for each copy of a regular print or e-book of the Work(s), excluding returns, refunds and bad debt, that we or our Affiliate sells or licenses (a) directly to a customer through our website or (b) through other ordinary trade channels (including third party websites), but excluding sales described in Section 6.3 (collectively, “**Primary Sales**”).

6.3 Remainder Sales. In lieu of the royalties in Section 6.2, if we or our Affiliate sells all remaining copies of any edition of the Work(s) to one or more third party distributors at a discount of 60% or more off MSRP, we will pay you a royalty equal to 10% of Net Revenue after deducting the costs of manufacture, freight, distribution, and other costs of arranging that sale. We may not sell any remainder copies of a particular edition of the Work within the first 12 months following the initial publication of the applicable edition of the Work.

6.4 Other Editions and Products. For any edition or product of the Work(s) that we or our Affiliate(s) sells or licenses that is not otherwise addressed by Sections 6.2 and 6.3, we or our Affiliate(s) will pay you 10% of Net Revenue. For any omnibus or anthology edition that we or our Affiliate(s) publish, we or our Affiliate(s) will pay you a pro-rata portion of the amount that is 10% of Net Revenue based upon the number of Work(s) in the edition relative to the number of pieces contained in the edition.

6.5 Certain Royalty-Free Uses. Neither we nor our Affiliate(s) will pay you a royalty on any copies that we or our Affiliate(s) destroy, or on promotional copies or promotional excerpts of the Work(s) that we or our Affiliate(s) distribute at or below the cost of manufacture, freight and distribution. We or our Affiliate(s) may license publication of the Work(s) without charge and without royalty in a method designed for the physically handicapped.

6.6 Subsidiary Rights. If we sublicense our rights to a party other than an Affiliate, we will pay you the portion of Net Proceeds indicated in Exhibit A. Notwithstanding the foregoing, with respect to hardcover and trade paperback print publication sublicenses for initial publication of the Work in the United States, we will pay you the royalties as set forth on the cover page for each copy sold by the licensee.

7. Your Copies. We will provide to you, free of charge, 50 copies of the initial print edition of each Work. Additionally, we will provide to your Agent, free of charge, 10 copies of each print edition of each Work. You may purchase additional copies of print editions, if available, at a price equal to the greater of (a) 55% of MSRP or (b) cost of manufacture. All of your purchases will be nonreturnable. You may use the copies that you receive from us or our Affiliate(s) under this Agreement to promote yourself and the Work(s), but you may not use them to market, promote or advertise us or our Affiliates, or any of our services. We will not pay you a royalty on copies of the Work(s) that you purchase.

8. Reports, Payments and Taxes.

8.1 Reports. After publication of the Work(s), we will provide you monthly statements of your earnings (each, an “**Accounting**”). Accountings are binding unless you object in writing within one year after the date of the Accounting. You may not make any claim for any disputed Accounting unless you commence your claim within six months following your written objection.

8.2 Payments. We or our Affiliate will pay royalties within 90 days following the end of each month, based upon the applicable Accounting, less any adjustments to prior Accountings and any amounts you owe us. On your request, we will provide copies of any subrights agreements entered into by us with respect to the Work(s) in order to ascertain the accuracy of any Accounting. Payments due to you in connection with Subsidiary Rights will be made within 90 days following the end of the month in which we receive those amounts, less any set-offs or adjustments. We may withhold a reasonable reserve for future returns and bad debt. We will pay you royalties in the currency of the applicable sale from one of our websites (e.g. \$ for Amazon.com, £ for Amazon.co.uk, € for Amazon.de and Amazon.fr, etc.). Where available, we will pay you by wire transfer or Electronic Funds Transfer. Otherwise we will pay by check, but we may charge a reasonable per-check fee and accrue and withhold payments until the total amount due meets a minimum threshold reasonably determined by us. You are responsible for accounting and paying any royalties to any co-owners or co-administrators of the Work(s) that may be due to them as a result of this Agreement. You hereby appoint Daniel Conaway, Writers House, 21 West 26th Street, New York, NY 10010 as your

agent ("**Agent**") for all matters relating to or arising out of this Agreement. We will remit all monies due you under this Agreement to the Agent, whose receipt will be a discharge of our obligations hereunder. Agent will be responsible for all payments to Author. Agent is hereby empowered by you to act on your behalf in all matters arising from and pertaining to this Agreement. You irrevocably assign and transfer to Agent as an agency coupled with an interest and Agent will retain a sum equal to fifteen percent (15%) of the gross monies accruing to you under this Agreement. Nothing in the foregoing will be construed to obligate us to make any payments to Agent with respect to such fifteen percent (15%) sum and our sole obligation will be to remit to Agent all money due to you, if any, after any deductions or charges permitted under this Agreement. Any payments made by us to you by wire transfer or Electronic Funds Transfer should be wired to Writers House LLC, bank account (Chase/J.P. Morgan, New York, New York, Swift Number chasus33/Routing Number 021000021/Account Number 798814596).

8.3 Taxes. As between the parties, we will be responsible for any taxes resulting from the sales of Works to customers. You will be responsible for any taxes you may owe on any payments you receive under this Agreement. To the extent any payments are subject to Value Added Taxes applicable in the European Union ("**EU VAT**"), we will pay applicable EU VAT due on the payments upon receipt of a valid EU VAT invoice. We may deduct or withhold any taxes that we may be legally obligated to withhold from any amounts payable to you under this Agreement, and payment to you as reduced by such deductions or withholdings will constitute full payment and settlement to you of amounts payable under this Agreement. We will deliver any receipt or other such document legally required to be issued by us for any such taxes withheld which may be used by you to claim any tax credit to which you may be entitled under any applicable laws. Prior to the initial sale of your Work(s), you will provide us with original copies of any forms, documents, or certifications as may be reasonably required for us to satisfy any tax-related obligations with respect to any payments under this Agreement.

8.4 Review and Audit. During the Term and for one year thereafter, we will maintain complete and accurate books and records with respect to the most recent two years of Accounting periods, containing sufficient information to enable an auditor to verify compliance with the accounting and payment provisions of this Agreement. All statements delivered by us will be final and binding upon you, and will not be subject to any objection by you for any reason, unless demand is made by you to examine our books and records relating to this Agreement within one year after the date that any statement is rendered. If, notwithstanding good faith efforts to resolve any questions concerning Accountings under this Agreement, the parties are unable to resolve such issues, during the Term and for one year thereafter, your independent accounting firm who is reasonably acceptable to us (and to be retained on a non-contingency fee basis), may examine and audit our books and records directly relating to Accountings delivered to you hereunder to the extent necessary to verify the accuracy of such statements; provided, however that any audit: (i) will not be disruptive to our business and will take place at a mutually agreed time during our normal business hours; (ii) will not occur more than once during any 12 consecutive month period; (iii) will only cover Accountings rendered since the last audit conducted by you (if any) and during the 24 months prior to the date the audit is commenced; (iv) will take place on at least 30 days prior written notice; (v) must be completed within 30 days from commencement; and (vi) will be conducted by your independent firm alone and not in conjunction or cooperation with any other party. The scheduling of any audit will not take place in the fourth calendar quarter of any year during the Term. You agree that any information learned by or disclosed to your auditor in connection with any audit is our confidential information and may not be disclosed by you or your representatives. All costs of any audit conducted by you will be borne solely by you.

9. Copyright; Reversion of Rights; Third Party Infringement.

9.1 Copyright Notice. We will include a copyright and, if applicable, authors' rights, notice in the Author's name in each copy of the Work(s) in accordance with the applicable laws governing copyrights, including authors' rights. If the Work has been previously published and the rights have reverted to you, you will provide us with the documentation relating to the reversion of rights. Any content that we furnish at our own expense is a separate copyrighted work that we own. We agree to register the copyright in the Work in your name in the U.S. within ninety (90) days of initial publication of the Work.

9.2 Pursuit of Claims Against Third Parties. We may take any legal action that we deem advisable to restrain or seek damages for any actual or threatened infringement of copyright, including authors' rights, in the Work(s). We may make you a co-plaintiff in any litigation we commence and, if made a co-plaintiff, you will cooperate fully.

We will bear the entire expense of this litigation, except that you shall bear the expense of hiring your own counsel should you elect to do so. The net proceeds of any recovery, after reimbursement of our reasonable attorneys' fees and other costs and expenses, will be allocated 50% to you and 50% to us.

10. Representations and Warranties: Indemnities.

10.1 Your Representations and Warranties. With respect to the Work only and specifically excluding any material added to the Work by us, you represent and warrant that (a) the Author is the sole author of, and you are the sole proprietor of all rights in, each Work, except for the material for which you obtain and deliver to us the Permissions; (b) you have full power and authority, and have obtained all necessary rights, licenses, and permissions, to grant the rights you grant in this Agreement and, except for any Prior Edition, you have not previously assigned, transferred or otherwise encumbered these rights; (c) the Work(s) is not in the public domain in any country in the world and does not infringe upon any statutory or common law copyright, including authors' rights, trademark, or any other personal, property or similar right; (d) except for any Prior Edition, the Work(s) has not been previously published in any form; (e) no material in a Work (i) is libelous, (ii) violates any right of privacy or publicity, moral rights, authors' rights or other rights of any third party, (iii) violates any law or regulation, (iv) contains any recipe, formula or instruction injurious or harmful to the user, or (v) with respect to statements in the Work(s) presented as factual, is inaccurate; and (f) you will be solely responsible for accounting and paying any royalties to any co-owners or co-administrators of a Work that may be due as a result of this Agreement.

10.2 Your Indemnities. You will indemnify and hold harmless us and our Affiliates, and our and their respective employees, directors, agents, and licensees, and any distributor of the Work(s) or any works derived from the Work(s), from and against any Claim. "**Claim**" means any loss and liability (including reasonable attorneys' fees) incurred by any indemnified party, in connection with or resulting from any claim or proceeding relating to or arising out of your breach or alleged breach of this Agreement. We may defend any Claim with counsel of our selection. We will consult with you prior to settling any Claim. . In the event of a Claim, we may withhold sums due to you to offset our potential liability resulting from a Claim and our anticipated legal costs. If no further legal developments have occurred after 12 months from the original notice of a Claim, and no legal proceedings then remain pending with respect to that Claim, we will release any sums that we have withheld with respect to that notice of a Claim, provided that if the Claim is reasserted or otherwise proceeds, we may again withhold payments pursuant to this Section 10.2. Upon disposition of a Claim, we will apply the sums withheld to satisfy your obligation to indemnify us and any other indemnified parties, and we will pay you any balance remaining within 90 days after the disposition.

11. Withdrawal from Publication.

11.1 Definition of Out of Print. A Work will be considered "**Out of Print**" if, after the one year anniversary of its initial publication under this Agreement, either (a) no edition (print or e-book edition, or any other format) is available in the Territory from us, our Affiliate(s) or our licensees; or (b) aggregate sales in all editions and formats (including e-book) by us and our Affiliate(s) are fewer than 250 copies during the preceding 12 consecutive Accounting periods.

11.2 Reversion. If a Work is Out of Print, you may request, in writing, reversion of the rights granted in this Agreement. If the Work remains Out of Print after 6 months from our receipt of your request, you shall be entitled to terminate this Agreement on written notice to us. Upon such termination, all rights granted in this Agreement shall revert to you subject to a) grants of rights made to third parties prior to the date of the reversion and the right of each party to participate in the proceeds from those grants, and b) our right to sell remaining physical inventory of the Work following reversion for a period of one (1) year.

12. Option. You will give us the first opportunity to review for potential publication your next book-length work in the same genre as the Work. We will have 30 days after we receive a full proposal to make an offer to publish the work. If we do not make an offer, or if we make an offer within the 30-day period, but the parties are unable to agree on key business terms within 30 days after you receive the offer, you may submit the work to another publisher and will have no further obligation to us with respect to the work. Additionally, you will give us the first opportunity to review for potential publication any Interactive Edition of the Work which does not incorporate any reserved rights of the type customarily included by Author in the exercise of reserved dramatic rights. We will have 30 days after

we receive a full proposal describing that Interactive Edition to make an offer to publish the work in that format. If we do not make an offer, or if we make an offer within the 30-day period, but the parties are unable to agree on key business terms within 30 days after you receive the offer, you may submit the right to publish the Work as an Interactive Edition to another publisher, subject to the restrictions set forth in Section 13.

13. Competitive Work. During the Term, you will not publish or authorize a third party to publish any work that is substantially similar to the Work(s) or that is reasonably likely to (i) compete commercially with the sale of the Work(s), except with our prior written consent (e-mail will suffice) and compliance with the option provisions of Section 12. For the purposes of this Agreement, prequels, sequels and spinoffs to the Work shall not be deemed to be competitive. If, following your fulfillment of the obligations set forth in Section 12 with respect to Interactive Editions, you publish or authorize a third party to publish an Interactive Edition of the Work, such Interactive Edition will not contain more than 15% of the Work without our prior approval.

14. Miscellaneous.

14.1 Confidentiality. You and your representatives will protect and keep confidential financial and other terms of this Agreement and any information that you have obtained from us in connection with this Agreement that is identified as confidential or proprietary or that reasonably should be considered confidential or proprietary whether received by you prior or subsequent to the Effective Date.

14.2 Title to Physical Goods. If you deliver to us physical copies of a manuscript or any non-textual materials to be included in the Work(s), title to the physical media will transfer to us when we accept shipment of the physical media. We will not return any physical media to you. Except as licensed to us in this Agreement, you will retain all rights to the underlying works embodied on the physical media that you provide. Title to copies distributed to you under Section 7 will transfer to you when we deliver the copies to the carrier.

14.3 Care of Property. You will retain an original copy of the manuscript and all other material you deliver under this Agreement. We are not responsible for loss of or damage to material you deliver.

14.4 Definitions. For purposes of this Agreement, the following definitions and provisions shall apply:

“**Affiliate**” means any entity controlling, under common control with, or controlled by us.

“**E-Book**” means a Work in complete, condensed, adapted, abridged or enhanced format displaying the text and any other materials contained in that Work, including additional non-interactive materials such as hyperlinks, images, video or audio, in visual form for reading.

“**Interactive Edition**” means electronic applications, games or other interactive products incorporating or derived from the Work(s), either alone or in combination with other materials (such as sounds, game features, animation and interactivity), by any methods, devices, formats and media known as of or developed after the Effective Date.

“**MSRP**” means our suggested retail price, or, in the case of e-books or other digital media, our base or list price for the item at time of sale, before discounts or promotions, exclusive of EU VAT, in each case as determined by us in our sole discretion.

“**Net Proceeds**” means Net Revenue less third-party agency commissions and bank fees.

“**Net Revenue**” means, for each format or edition of the Work(s), the gross amounts we or our Affiliate(s) actually receive from the sale of copies of that format or edition of the Work(s), less customer returns and returns of unsold stock and excluding taxes, shipping and gift wrap charges. Net Revenue for the Work(s) from participation in a subscription or other blended fee program will be determined in accordance with the standard revenue allocation methods for that program.

14.5 Legal Notices. Any notice under this Agreement will be in writing and must be delivered (i) personally, (ii) by certified mail, or (iii) by facsimile with electronic confirmation to the sender to the notice address on the respective cover page. Either party may change its notice address by providing written notice to the other party.

14.6 Entire Agreement; Modification; Waiver. This Agreement constitutes the complete and final agreement of the parties with respect to the subject matter of this Agreement and supersedes any prior agreements about the

subject matter of this Agreement. Except as otherwise provided, no modification of this Agreement will be binding unless it is in writing and signed by both parties.

14.7 Relationship of the Parties; Successors and Assigns. Nothing contained in this Agreement creates a partnership, joint venture, or agency relationship between the parties. Neither party may assign this Agreement without the prior written consent of the other party, except that we may assign this Agreement to an Affiliate or in connection with any merger, reorganization, sale of one or more of our imprints, sale of all or substantially all our assets or any similar transaction. Subject to this limitation, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

14.8 Waiver; Construction. The failure of either party to enforce any provision of this Agreement is not a waiver of that party's right to subsequently enforce the provision. In resolving any dispute or construing any term of this Agreement, there will be no presumptions made or inferences drawn because one of the parties drafted the Agreement. If any provision is determined by any court having jurisdiction or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provision were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

14.9 Survival. Sections 4, 6, 8, 10, 12 and 14 will survive any termination of this Agreement.

Exhibit A
Subsidiary Rights

	Your Portion of Net Proceeds
<u>British Commonwealth.</u> Sublicense of hardcover or paperbound publication rights in the British Commonwealth Countries set forth in Exhibit B.	75%
<u>Alternate Formats.</u> Reproduction in full-length, condensed or abridged hardcover or paperbound editions (including mass market, trade paperback, large print editions, or omnibus editions with other works, whether or not created by you).	50%
<u>First Serial.</u> Publication by means of an excerpt or in serial, condensed, or abridged versions, in any format in periodicals or newspapers, in one or more installments, before publication in book form.	90%
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Exhibit B
List of British Commonwealth Countries

ANGUILLA
AUSTRALIA AND ITS TERRITORIES
BAHAMAS
BANGLADESH
BARBADOS
BELIZE
BERMUDA
BOTSWANA
BRITISH ANTARCTIC TERRITORY
BRITISH INDIAN OCEAN TERRITORY
BRITISH VIRGIN ISLANDS
BRUNEI
CAMEROON
CAYMAN ISLANDS
CYPRUS
DOMINICA
FALKLAND ISLANDS
FIJI
GAMBIA, THE
GHANA
GIBRALTAR
GRENADA
GUYANA
INDIA
IRISH REPUBLIC
JAMAICA
KENYA
KIRIBATI
LESOTHO
MALAWI
MALAYSIA
MALDIVES
MALTA AND GOZO
MAURITIUS, RODRIGUES AND DEPENDENCIES OF
MAURITIUS
MONTSERRAT
MOZAMBIQUE
NAMIBIA
NAURU
NEW ZEALAND, ITS DEPENDENCIES AND
ADMINISTERED TERRITORIES
NIGERIA
PAKISTAN
PAPUA NEW GUINEA
PITCAIRN ISLANDS
ST. CHRISTOPHER AND NEVIS
ST. HELENA AND DEPENDENCIES
ST. LUCIA
ST. VINCENT AND THE GRENADINES
SAMOA
SEYCHELLES
SIERRA LEONE
SINGAPORE
SOLOMON ISLANDS
SOUTH AFRICAN REPUBLIC
SOUTH GEORGIA AND SOUTH SANDWICH ISLANDS
SRI LANKA
SWAZILAND
TANZANIA
TONGA
TRINIDAD AND TOBAGO
TURKS AND CAICOS ISLANDS
TUVALU
UGANDA

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN
IRELAND, THE CHANNEL ISLANDS, THE ISLE OF MAN
AND THE SCILLY ISLES
VANUATU
ZAMBIA
ZIMBABWE

