## WRITERS HOUSE AGENCY AGREEMENT

Agreement dated September 5, 2011 between Barrett Brown, Author ("Client"), and Daniel Conaway on behalf of Writers House Literary Agency LLC ("Agent")

- 1) Client is the Collaborator, with Mr. Gregg Housh (who is also a client of Writers House), of a Work of nonfiction about Mr. Housh's relationship to the activist organization known as "Anonymous," (the "Work") and appoints Agent as Client's exclusive literary agent in connection with the sale or license of all intellectual property rights in or derived from said Work (Agent's assistance with sales made on any other Work to this agreement shall be by mutual written agreement between Client and Agent.) Agent agrees to negotiate in good faith on Client's behalf. Any sale of rights on Client's behalf will be subject to Client's approval, and Agent shall send Client all written agreements with the purchaser/licenser of such rights for Client's final review and signature. Agent may appoint co-agents in consultation with Client to help in the sale or license of subsidiary rights such as foreign and performance rights. This agreement will automatically continue until terminated by either party, such termination to be effective sixty (60) days after written notice from terminating party.
- Agent agrees to provide reasonable editorial advice to Client and to use 2) commercially reasonable efforts to sell or license Client's Work to third parties, subject to the conditions set forth herein. Agent shall provide Client with regular reports regarding Agent's efforts on Client's behalf and shall supply them promptly upon reasonable request from Client (e.g., at least once a month). Client acknowledges that Agent is also representing Gregg Housh with whom Client is collaborating on the Work. Agent acknowledges that this is a potential conflict of interest; and Client acknowledges that the material terms of the Collaboration (outlined in a separate Agreement) have been agreed to, freely and independently, both by Client and by Gregg Housh. While neither Agent nor the Client anticipate that this situation will adversely affect Agent's representation of Client, applicable rules of professional conduct require that Agent obtain the Client's consent to his representation of the Client, as such representation is potentially a conflict with another client of the firm. There may be times when Agent may have to offer advice to Housh that is different than the advice he is offering Client. Therefore the Client hereby acknowledges his express and informed consent to Agent's representation of Client in connection with the Work.
- 3). A. In consideration of Agent's services hereunder Agent is entitled to receive all proceeds due Author pursuant to Agent's sale/license of rights to any of Client's works as provided above, and to deduct a commission of fifteen percent (15%) of such proceeds prior to remitting the remainder of such proceeds to Client. Agent agrees to remit the balance of said proceeds to Client within fourteen (14) business days of Agent's receipt.

- B. If pursuant to any sale/license of rights as provided herein, the Client receives proceeds directly from the purchaser of said rights, Client will pay fifteen percent (15%) of such proceeds to Writers House, LLC within fourteen (14) business days of receipt.
- C. Agent may deduct as commission fifteen percent (15%) for the sale or license of derivative rights retained on Client's behalf (e.g. motion picture, television, audio or video discs or cassettes, book-related "apps," and e-book editions); and fifteen percent (15%) of the gross proceeds on the sale/licensing of Work(s) negotiated by Agent to magazines, newspaper or newspaper syndications.
- D. Agent may deduct as commission twenty percent (20%) of the gross proceeds on the sale or license of foreign rights, when such sales include a include ten percent (10%) for overseas co-agents. In the event Agent makes a foreign sale directly without paying an overseas agent commission, the overall commission shall be the standard fifteen percent 15%. Agent may deduct twenty percent (20%) commission on the sale of permissions.
- E. All commissions retained by Agent will not be returnable for any reason. Agent shall in January of each year provide client with an annual statement showing all earnings for the previous calendar year on an IRS Form 1099.
- 4). If either Client or Agent should terminate this agreement, Agent's authority to represent Client as described above shall immediately terminate subject to the following conditions:
- A. Agent shall continue to be entitled to receive the above-mentioned commissions from all payments due to Client deriving from contracts negotiated by Agent that are either executed or in the process of being executed prior to termination, or on contracts which result within 90 days from submissions made by Agent and including payments made after this agreement's expiration;
- B. Agent shall also be entitled to the above-mentioned commission on any substitutions, renewals or new agreements negotiated by Agent.
- C. For a period of six (6) months from the date of initial U.S. publication of any Work negotiated by Agent during the term of this agreement or 90 days from the date of termination of this agreement (whichever is later), the Agent shall continue as Client's sole agent with respect to the Work in any unsold markets (i.e. foreign, motion picture, television, audio, video, etc.) and Agent shall be entitled to any commissions due pursuant to such representation as provided elsewhere in this agreement.
  - D. Upon termination, Agent shall relinquish any unsold rights.

- 5). If Client considers Agent to be in breach of this agreement, Client must notify Agent and give Agent Thirty (30) days in which to remedy the breach before it is considered material. If the parties are unable to reach a mutually agreeable resolution of their differences, it is understood that any controversy arising from this agreement or any breach thereof will be interpreted according to New York law and will be resolved by arbitration in New York City under the auspices of The American Arbitration Association in accordance with its rules. Judgment upon any award rendered by the arbitrators will be binding and may be entered in any court of competent jurisdiction.
- 6). Agent will assume all expenses in connection with selling Client's Work(s). However, expenses incurred by Agent in photocopying proposals or manuscripts, purchasing bound galleys and finished books for the purpose of selling/licensing performance rights and foreign publishing rights, and for messengers and overseas postage may all be charged to Client. Such expenses will not be billed directly to the Client, but deducted by Agent from future remittances to Client, along with a detailed accounting of such deductions. While legal advice is not generally needed, should Agent and Client mutually agree to consult an attorney, Client shall assume such expense, and by mutual agreement, may be billed directly.
- 7). Agent will share all business-related correspondence with Client and may respond on Client's behalf to mail received unless it is personal, in which case Agent will forward it to Client promptly. Client will notify Agent promptly of any change in phone number, mailing address or email address. Client retains the right to transfer his/her interest in the Work to a new entity (e.g. a trust, partnership, personal corporation or other beneficiary) and will notify the Agent promptly of any such sale or transfer. Any obligations by Agent or Client undertaken under this agreement shall extend to any party or entity to whom rights have been transferred.
- 8) If any provision of this agreement is held void or unenforceable, the balance thereof will remain in force.

If the foregoing correctly sets forth our agreement, please indicate so below.

Signature

BARRETT BROWN

Name of Client (printed)

Social Security Number (required for tax purposes) Signature of Agent

DAN CONAWAY

Name of Agent (printed)

On behalf of

Writers House LLC

21 West 26th Street

New York, NY 10010

3419 Westminster Ave #25

Home Phone: 512-560-2302

Bus. Phone: 512-560 - 230 Z

Email: barriticus@gmail.com