**COLLABORATION AGREEMENT**

Between Gregg Housh and Barrett Brown

 This collaboration agreement (the “Agreement”) dated as of August 16, 2011 is by and between Gregg Housh (GH) whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_, and Barrett Brown, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. DESCRIPTION OF THE WORK

 The parties agree to collaborate in the creation of a work of non-fiction that combines pertinent aspects of Gregg Housh’s personal memoir with his role as defacto spokesman for, and knowledge of the inner workings of, the activist ‘organization’ known as ANONYMOUS (the “**Book**”).

2. COLLABORATORS’ CONTRIBUTIONS

 **Gregg Housh** (GH) shall make himself available to **Barrett Brown** (BB) for interviews – in person, by telephone, e-mail, etc. – in order to provide **BB** sufficient time to gather the material necessary to write, first, a proposal for the Book (the “**Proposal**”); and, subsequently, the Book itself. The parties shall work together to find a publisher (the “**Publisher**”) for the Book, and shall make themselves available to meet with potential publishers if requested. GH will review the manuscript and draft chapters and offer factual corrections in a timely fashion as is needed. GH and BB commit to be available to promote the Book, within reason, according the mutually-agreed needs of the Publisher.

 BB will prepare a proposal for the Book (the “**Proposal**”) and thereafter create, revise and deliver to the Publisher the final written manuscript of the Book, in close coordination with GH, on a schedule mutually determined with the Publisher.

3. COMPLETION DATES

 The parties shall endeavor to deliver a complete draft of the Book to the Publisher within one calendar year of the date of the sale to the publisher, or by the date specified in a publishing contract, whichever is sooner.

4. QUITTING THE COLLABORATION

Without limiting any of the terms set forth in Paragraph 7 below, if either party wishes to quit the collaboration before the Book is completed and accepted by the Publisher, then the parties shall enter into a written agreement setting forth the rights of the withdrawing collaborator, including what authorship credit and compensation, if any, shall be paid to the withdrawing collaborator. In the event one party terminates the collaboration prior to the conclusion of the work contemplated hereunder, neither party shall have the right to use the creative contributions or other intellectual property of the other party unless and until a mutually agreeable arrangement is made (with respect to finances, billing, etc.). If the parties are unable to agree, they shall submit their dispute to mediation and/or arbitration as described below.

5. OWNERSHIP

 It is understood that the Book shall be a joint Work. Shouldn’t BB be compensated with a percentage or kill fee?

 It is likewise understood that if neither party quits the Collaboration, and a Publisher’s Agreement is secured, then GH and BB shall be joint owners of the finished Book and shall be entitled to register the copyright jointly.

It is agreed that BB shall be paid no fee for his services relating to the writing of the book Proposal, except in the instance where, upon securing an offer from a Publisher, GH subsequently decides, for whatever reason

1. not to proceed with the collaboration. Under those circumstances, GH shall pay BB a sum of $5,000 as compensation;
2. to replace BB with another collaborator. Under those circumstances, GH shall pay BB a sum of $10,000.

 6. Termination.

6.1If (i) BB fails to deliver any outline and/or manuscript on or before the applicable delivery dates set forth in the Publishers agreement, (ii) BB otherwise materially defaults in performing BB's services hereunder and such default is not cured, on a one-time basis, within fifteen (15) days of notice to BB of such default, or (iii) the manuscript is rejected by the Publisher of the Work, then, in any such event, GH shall have the right to terminate BB's services hereunder, and BB and GH shall promptly repay any amounts as may be required by the provisions of the publishing agreement for the Work in the same proportion that each party shall have received monies from Publisher hereunder at the time of such termination.

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6.2 In the event the manuscript for any Book is unacceptable to Publisher or GH and BB is unable to revise the material within 30 business days (or the mutually agreed upon timeframe) of Publisher or GH’s request for revisions, GH shall have the right to terminate this Agreement and BB shall be entitled to retain 50% of the initial amount paid for such Book and shall promptly repay to GH the remaining 50% of the initial amount paid for such Book. In the event of such termination for cause, BB shall continue to receive 50% of the above percentages (i.e., 25% of the first $100k, 20% of the next $150k, etc.

6.3 If GH terminates BB's services pursuant to Paragraphs 6.1 or 6.2 above, (i) BB or his estate shall furnish to GH BB's manuscript and any other materials written by BB hereunder as well as any research or other supplementary materials supplied by GH, (ii) such termination shall not affect joint copyright ownership and ownership of all rights in and to and derived from the product of BB's services to the full extent set forth this agreement.

7.. AUTHORSHIP CREDIT

 Authorship credit for the Book shall be shared between GH and BB, and both shall appear on the cover/jacket of the Book in one of the following formats, with BB’s name appearing no smaller than one-half (1/2) the size of GH’s name:

(Title)

By Gregg Housh With Barrett Brown; or

By Gregg Housh And Barrett Brown

8. PAYMENTS

Provided Agreement with a Publisher is reached, all publishing incomes derived from the Book and its foreign and ancillary rights (film rights, audio rights, serialization, etc.);, including royalty income shall be divided as follows:

1. For the first $100,000 (gross) received for the Book from any source (publishing, film rights, etc), that portion of the proceeds shall be divided 50% to GH and 50% to BB. Are these proceeds figured AFTER the agency takes it cut, or before?
2. For the next $150,000 (gross) received for the Book from any source (publishing, film rights, etc), that portion of the proceeds shall be divided 60% to GH and 40% to BB
3. All proceeds above $250,000 (gross) for the Book from any source (publishing, film rights, etc) shall be divided 70% to GH and 30% to BB.

9.. EXPENSES

Each party shall be responsible for his own expenses, except as agreed separately, in writing.

10. DEATH OR DISABILITY

In the event of BB’s death or incapacity for more than two (2) consecutive months prior to completion of the Work hereunder, GH shall have the right to terminate this Agreement and to engage a third party to complete the Work. In such event, BB or BB’s estate shall receive a *pro rata* share of the above percentages, based upon the amount of Work completed prior to death or incapacity.

11. TERM

 This Agreement begins on the date of this Agreement and shall continue for the duration of the copyright in the Book.

12. DECISION MAKING

 GH shall have final editorial control of the content of the Book, as well as decision-making authority with respect to business matters relating to the Book. GH shall meaningfully consult with BB regarding creative and business decisions before taking any action.

13. NO PARTNERSHIP

GH and BB are collaborators in this single Work. This agreement does not create a partnership relationship.

14. EXCLUSIVE AGREEMENT

This is the entire agreement. Any other agreements previously entered into by us are superseded by it.

15. DERIVATIVE WORKS

 The parties agree that neither of them will incorporate material based on or derived from the Book in any subsequent work or adaptation of the Book (e.g. audiovisual adaptation) without the written consent of the other party.

15. WARRANTIES AND INDEMNITIES

We represent and warrant to each other that: 1) each of us is free to enter into this agreement; 2) our contributions to the Work are original or all necessary permissions and releases have been obtained and paid for; and 3) none of our contributions to the Work libel, violate the right of privacy or publicity or infringe upon any copyright or other proprietary right of any other person or entity.

1. Indemnity.

5.1 BB shall defend, indemnify and hold GH, and GH's agents, licensees and assigns and any seller of the Work, harmless from and against any liability, loss, expense or damage (including reasonable legal fees and expenses) incurred by any of them by reason of the breach or alleged breach of any of BB's warranties, representations or agreements hereunder.

5.2 GH shall defend, indemnify and hold BB, and BB's agents and assigns, harmless from and against any liability, loss, expense or damage (including reasonable legal fees and expenses) incurred by any of them by reason of the breach or alleged breach of any of GH's warranties, representations or agreements hereunder.

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16. SUCCESSORS

This Agreement shall be binding upon, and inure to the benefit of the respective heirs, executors, administrators and assigns.

17. ASSIGNMENT AND DELEGATION

Neither party may assign his or her rights or delegate his or her duties under this Agreement without the other party’s written consent. However, any party may assign the right to receive royalties or other income from the Book by giving written notice to the other party.

18. APPLICABLE LAW

This Agreement, regardless of its place of physical execution, shall, in all respects, be governed by the law applied to contracts executed and to be performed entirely in the state of New York.

19. DISPUTE RESOLUTION

If a dispute arises under this Agreement, the parties agree to first try to resolve it with the help of a mutually agreed upon mediator in New York, NY. Any costs and fees other than attorney fees associated with the mediation will be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to binding arbitration in New York, NY, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

20. AGENCY

 GH and BB do hereby appoint Writers House LLC (Attn: Daniel Conaway) of 21 West 26th Street, New York, NY 10010 as agent to act in all matters pertaining to or arising out of this Agreement and all other agreements, licensing or otherwise disposing of any rights in the Work in any form or media (“related agreements”). All statements and monies due shall be delivered to Writers House LLC whose receipt thereof shall constitute a good and valid discharge. In consideration for services rendered, GH and BB irrevocably assign and transfer to Writers House LLC a sum equal to fifteen percent (15%) of gross monies due to under this Agreement and related agreements plus any monies advanced to or disbursements made on behalf of GH and BB by Writers House LLC, and Writers House LLC shall retain such amount from all monies received for the account of GH and BB.

The provisions of these paragraphs shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

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| By: Gregg Housh | By: Barrett Brown |
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