**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. In the event that BB chooses to quit the Collaboration for the reasons outlined in Clause 4 above, GH may nonetheless use the Proposal to any purpose without obligation or restriction.

 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.

6. 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

7. 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.
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.

8. EXPENSES

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

9. DEATH OR DISABILITY

 If either party dies or becomes disabled before completion of the Book, the other party may complete that portion of the Book or hire someone else to do so. The deceased collaborator’s estate or disabled collaborator shall be paid a *pro rata* share of all income received from the Book based on the amount of the deceased or disabled collaborator’s written contribution to the completed Book after deducting expenses incurred in completing the Book including any salaries, fees or royalties paid to another to complete the Book. If there is a dispute as to what the decedent’s *pro rata* share of income is, the matter should be referred to a mutually approved arbitrator for resolution. If any of the decedent’s contributions are being used, credit provisions for the decedent must be negotiated in good faith. Copies of any and all licenses relating to the property shall be sent to the estate of the decedent promptly upon execution, and estate shall receive the same accountings and statements as are sent to the living author. The surviving collaborator shall have sole authority to enter into contracts or licenses for the Book.

10. TERM

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

11. 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.

12. NO PARTNERSHIP

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

13. EXCLUSIVE AGREEMENT

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 Any other agreements previously entered into by us are superseded by it.

14. 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.

We each agree to indemnify the other for any loss, liability or expense resulting from any claim which if true would be a breach of any of the foregoing warranties.

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 |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature |