



AGREEMENT

This Agreement is made this ____ day of August, 2012, by and between FreedomWorks, Inc. and Matt Kibbe, its President.

The purpose of this Agreement is to memorialize the pre-existing understandings between the Board of Directors of FreedomWorks and Mr. Kibbe regarding the creation and publication of a book written by Mr. Kibbe during his tenure as President of FreedomWorks, titled, *Hostile Takeover*.

Premises

In the fall of 2011, Mr. Kibbe signed a contract with Harper Collins, and wrote the book, *Hostile Takeover*, which was published on June 19, 2012.

FreedomWorks anticipates that it will benefit from distribution of the book in at least three ways:

First, the book promotes the mission and public policy positions of the organization. Second, the publicity around the book will promote FreedomWorks through a spike in earned media. And finally, the book will help FreedomWorks recruit activists and donors. Topics covered in the book include fundamental tax reform, patient centered healthcare, and the mobilization of grassroots activists. FreedomWorks as an institution is prominently promoted in the book.

Mr. Kibbe represents and warrants that he wrote the book on his own time; that FreedomWorks' employees Adam Brandon, Wayne Brough, and Dean Clancy, also used their own time to help research and edit the book. Other staffers assisted with policy research and fact checking when the book referenced FreedomWorks' activities and policy position. No significant FreedomWorks resources were used in the writing of the book.

When the book is available for distribution on June 19, the media and communications team will assist in handling media requests for interviews with Mr. Kibbe. The book will be distributed to journalists, and will help explain FreedomWorks' mission and policies. Over the coming months, FreedomWorks expects that Mr. Kibbe will interview on more than 100 radio shows, and make dozens of television appearances as a direct result of the book. This is a unique opportunity to build the institution's brand awareness. The development team will also use the book as a fundraising tool.

Based on these premises, and in consideration of the mutual promises set forth below, Freedom Works and Mr. Kibbe have agreed as follows:

1. Mr. Kibbe is the sole author and copyright owner of *Hostile Takeover*:

2. The writing and publication of *Hostile Takeover* is not within the scope of Mr. Kibbe's duties as President of FreedomWorks.
3. *Hostile Takeover* is not a "Work Made for Hire," within the meaning of §§101 and 201(b) of the Copyright Act of 1976, as amended.
4. FreedomWorks acknowledges that, as between it and Mr. Kibbe, Mr. Kibbe is the sole owner of all copyrights arising from his creation of *Hostile Takeover*, and that he is entitled to register the copyright in the United States and any other nation.
5. Mr. Kibbe agrees that in promoting the book he will take every reasonable opportunity to credit and promote FreedomWorks as an important advocate for the policies promoted in *Hostile Takeover*, to promote FreedomWorks in general, to encourage people to join FreedomWorks, and to encourage the audiences to which he speaks to be engaged in the legislative and political process as advocates for those policies.
6. FreedomWorks ratifies the provision of any services by its employees, incidental to the creation of *Hostile Takeover*, as reasonable expenditures for the benefit it anticipates that FreedomWorks will receive from the publication and distribution of the book.

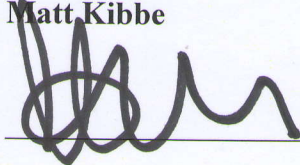
Agreed:

FreedomWorks, Inc.

By: _____
Chairman

Date: _____

Matt Kibbe

A handwritten signature in dark ink, appearing to be "Matt Kibbe", written over a horizontal line.

Date: 8/16/12