Memorandum of Understanding

Sunshine Press Productions, publishing arm of Wikileaks, Inc. and Nawaat, agree to work together on the Project (as defined below), on the terms and conditions set forth in this Memorandum of Understanding (MOU), effective as of March 21, 2011. As more specifically expressed under Section V.(b) hereunder, the term "Nawaat" as used herein does not imply ownership or control of Nawaat by Sunshine Press Productions and is used solely in the context of this MOU.

WHEREAS, Nawaat enters this agreement aware of the mission and goals of Sunshine Press Productions (hereinafter SPP) through the advancement of access to information and publication of original source material for the purpose of advancing the right to freedom of opinion and expression, the parties agree as follows:

I. The Project. SPP and Nawaat agree to work together in United Kingdom on the following project components (collectively, the Project).

Use of SPP Material

Redactions of SPP Material: Nawaat agrees to examine and redact (if necessary) the data cache used in the publications. Nawaat shall redact any information that has a reasonable probability of identifying an individual who is at risk of either persecution or prosecution resulting in death or serious injury, or arbitrary incarceration or incarceration as a result of a corrupted judicial or administrative process.

Individuals identities, regardless the jurisdiction, who have the opportunity to defend themselves either through an impartial legal process or through their political or financial power **shall not** have their identities redacted.

There should be no other redactions of SPP material submitted to SPP without prior agreement

Additional Responsibilities. In addition to the responsibilities undertaken by Nawaat in Section I, above, Nawaat agrees as follows:

Periodic Reporting. Nawaat agrees to notify SPP the day Nawaat will start publishing material, provide timely written reports about the Project and Nawaat activities under this MOU, as may be reasonably requested in writing by SPP from time to time but no less than twice for the duration of the project. SPP agrees to provide Nawaat with reasonable written notice in advance of any deadlines for submission of the reports, and will notify Nawaat of the format and requested content of the reports.

Schedules. **No less than a week** after the effective date of this MOU, Nawaat will prepare and submit a proposed schedule to SPP detailing Nawaat's plans for undertaking and advancing the various components of the Project.

Project Team. Nawaat must provide SPP with the names of all persons who are working with Nawaat and assisting with the Project and in performance of its obligations under this MOU

(the Project Team). The Confidentiality agreement below is legally binding to all members of the Nawaat team. Nawaat acknowledges and agrees that SPP may record the names, titles, email addresses and other contact information about the members of the Project Team.

Expertise. Nawaat acknowledges and agrees that it must, to the extent that performance of its obligations under this MOU requires expertise, ensure that only properly trained journalists and information specialists perform those obligations, especially those concerning the reduction and securing of material. Upon the request of SPP, Nawaat must inform SP of the identity of the personnel who are performing such obligations.

Cooperation and Responsiveness. Nawaat agrees to cooperate and respond promptly to SPP with respect to the activities and obligations described in this MOU.

- II. Termination. This MOU commences on the effective date set forth above, and shall terminate on the first to occur of the following:
- (a) Upon mutual agreement of Nawaat and SPP;
- (b) By SPP upon seven (7) calendar days prior written notice, upon material breach by Nawaat of any term of this MOU provided that if such breach is susceptible of cure SPP shall first give Nawaat written notice thereof and a reasonable opportunity to cure such breach (to be established by SPP in its discretion), but which cure period shall not exceed seven (7) calendar days from the provision of such notice;
- (c) By SPP, upon seven (7) calendar days prior written notice, upon failure by Nawaat to make reasonable and/ or consistent progress against the Project; provided that SPP will undertake to meet and confer with Nawaat in good faith in advance for the purpose of establishing a corrective plan, but which such conference period shall not exceed upon seven (7) calendar days from the provision of such notice;
- (d) By either party, upon one party serving written notice of termination of the MOU for any reason whatsoever, which notice shall take effect upon seven (7) calendar days from the provision of such notice; or
- (e) Immediately by SPP, if SPP determines in its sole reasonable discretion that any of the activities contemplated by the MOU in any way potentially jeopardizes or otherwise adversely affects SPP or its legal status, standing or reputation.

III. General.

Financial Obligations. Neither party has any financial obligation to any other party as a consequence of exercising its rights and performing its responsibilities under this MOU unless otherwise agreed in advance in writing by the parties.

Relationship Between Parties. The parties agree that Nawaat and SPP are independent and separate entities. Neither is a partner, agent or employee of the other, and nothing in this MOU shall be construed to constitute the establishment of a joint venture. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action that shall be binding on the other party, except as may be expressly provided for in this MOU, or authorized in advance in writing. No party may state or imply that the other party endorses or supports any specific activity or prod-

uct, except as expressly authorized by this MOU or expressly agreed to in advance in writing by authorized representatives of parties. For the avoidance of doubt, this means that Nawaat is not permitted to make any policy statement on behalf of SPP on matters relating to the Project or other activities contemplated by this MOU without SPPs prior written consent, and further means that Nawaat shall not raise funds or seek funding in the name of, or under the guise of this MOU or a relationship with, SPP without SPP's prior written consent.

Non Exclusivity. Nawaat acknowledges and agrees that this MOU and Nawaat's work on the Project (or any part thereof) is non exclusive, such that SPP may in its sole discretion choose to enter into similar or other agreements with other entities and individuals to collaborate on the Project and the activities described herein. Notwithstanding, SPP agrees to consult with Nawaat in advance of engaging another entity or person offering to undertake responsibilities materially similar to or overlapping with those outlined in this MOU, and to reach a mutual agreement thereon; provided, however, that SPP reserves the exclusive right to make the final decision as to whether to do so and the terms of any such engagement.

Confidential Information. Nawaat understands and agrees that performance of the Project includes access to confidential information, policies, documents, archives, files, records, and other materials which are either sensitive or solely the property of SPP. Nawaat must take all reasonable steps to safeguard and protect such materials from unauthorized removal, distribution, publication or other disclosure to third parties, whether intentional or unintentional. In the event Nawaat attends meetings or is involved in discussions with members of SPP, Nawaat agrees and understands that any and all information exchanged at such meetings or in discussions is confidential and must be protected from unauthorized publication, distribution and disclosure. Furthermore, Nawaat agrees not to disclose or to use, directly or indirectly, any information disclosed by SPP that is communicated to Nawaat in connection with the Project unless that information is publicly reported by SPP. Nawaat further agrees not to disclose or to use, directly or indirectly, any proprietary or confidential data, trade secrets, or other information relating to the affairs of SPP, which may be disclosed to Nawaat in connection with

The Project, unless that information is publicly reported by SPP. SPP confidential information includes, but is not limited to all the electronic communications with Nawaat, information about future projects, schedules, documentation of interviews; drafts and final versions of presentations, memos, reports and other writings that may be intended for later publication; and all other information communicated in emails, meetings, telephone calls and conferences or by any other means.

No Liability. Except to the extent required by applicable law and then only to that extent, neither party nor any trustees, directors, officers, employees or agents of either party will be liable to the other party for any damages of any kind, whether direct or indirect, including economic damages or injury to property or lost profits, regardless of whether such party is advised, had reason to know, or did know of the possibility of the foregoing.

Choice of Law; Other. This MOU shall be governed by, and construed and enforced in accordance with the laws of England, exclusive of its choice of law rules. The parties irrevocably submit to the exclusive jurisdiction of English Courts for the determination of disputes arising out of or in connec-

tion with this MOU or its subject matter. If any provision of this MOU is held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the parties fundamental intentions and understandings hereunder, and the remaining provisions shall not be affected or impaired. Any terms of this MOU may only be amended, modified or waived in a writing signed by the party or parties sought to be bound.

No Assignment. Neither party may assign or otherwise transfer, by operation of law or otherwise, this MOU or any of the rights, licenses or obligations hereunder. Any such purported transfer or assignment will be void. Subject to the foregoing sentence, this MOU shall bind and benefit the parties hereto and their respective successors and permitted assigns.

Entire Agreement. This MOU and the Security Protocol and Memorandum of Understanding for handling sensitive data cache (Annex constitutes the entire agreement between Nawaat and SPP, and supersedes all prior agreements and understandings (including prior MOUs and/or affiliate agreements) between the parties with respect to the subject matter hereof.

Sami Ben Gharbia Nawaat

Date March 28th 2011

Julian Assange Sunshine Press Productions Date

ANNEX I

SECURITY PROTOCOL FOR HANDLING SENSITIVE DATA CACHE

We, the undersigned, agree that Nawaat will be given access to the agreed sensitive data cache (and any further material), on the basis that it is handled by Nawaat and its employees on the following terms:

The material will be processed by a small team of whose members will be carefully selected for their previous experience and expertise at handling sensitive information in a confidential and discreet manner.

The data cache will only be read using computers which are not connected to the internet or other electronic network. No email or other document will be sent discussing the content of the cables during the research process.

The team tasked to research the data cache should work in a separate, secure office. The main data cache shall be stored in a locked safe place. This safe place will also be used to store any copies of information from the data cache and employee's notes at the end of each working day.

On the day of publication of any article, only redacted versions of individual pieces of information and articles themselves will be sent by email or via other electronic systems. Before publication, the articles will be edited by senior editorial staff.

Every employee working with the data cache will receive a copy of the security protocol.