

Confidentiality Agreement

Between:

1. WIKILEAKS ITC Ltd. and

2. [REDACTED]

Whereas:

[REDACTED] access to and contact with Staff, volunteers and facilities of WikiLeaks from [REDACTED] 2010, on different locations and via different means of communication, including but not limited to access to confidential information, confidential electronic and telephonic communications and meetings, facilities, locations, policies, documents, archives, files, records, and other materials which are solely the property of Wikileaks.

B. Wikileaks is in possession of documents (including electronic, audio and audio visual), analysis thereof and associated materials which contain newsworthy information whether or not such information is marked as confidential. It includes but it is not limited to any communication, including emails, written communications, meeting records, information exchanged in meetings or discussions and other newsworthy facts (the "information"). The information shall also include the fact and content of this agreement and all newsworthy information relating to the workings of Wikileaks, including without limitation its organisational structure and processes, the location of management assets, professional and personal information of all members of Wikileaks Staff, Volunteers and Directors;

C. Various news providers, publishers and broadcasters commercial and otherwise are seeking access to the information from WikiLeaks and/or members of their Staff, Volunteers and Directors, either personal or professional, on an exclusive (in whole or in part) basis. They may make agreements or engage in ventures with Wikileaks constraining them from the publication of such information except on terms, in consideration for receipt of such information;

D. WikiLeaks performance of the aforementioned agreements and in particular the provision of exclusivity thereto will be compromised by any breach [REDACTED] agreement. We therefore require you to sign this agreement, which takes effect as a Deed. This is a legally enforceable document; and

E. By reason of the matters set out in A- D above herein any breach by you is likely to cause loss and damage to WikiLeaks including without limitation loss and damage in the nature of:

- a. Loss of opportunity to sell the information to other news broadcasters and publishers;
- b. Loss of reputation;
- c. Loss of opportunity to execute future agreements with regard to the information;
- d. Loss of value of the information;
- e. Loss of opportunity to execute future agreements in relation to other information by reason of loss of reputation;
- f. Possible legal proceedings against WikiLeaks for loss of value to parties to other agreements.

The parties hereby agree as follows:

1. All information, as defined above, provided by WikiLeaks is **confidential** and remains the property of WikiLeaks.
2. [REDACTED] not disclose to any third party or use for his own benefit or for the benefit of any third party, any of the information without the prior written consent of WikiLeaks.
3. Nothing contained in this agreement shall be construed as giving you any licence or other rights in or with respect to any of the information and for the avoidance of doubt all rights in the information, whether in the nature of or copyright or otherwise remains the property of WikiLeaks and or its sources.
4. Any and all information disclosed to you is disclosed without any liability on the part of WikiLeaks.
5. The parties agree that a genuine and reasonable pre-estimate of the loss to WikiLeaks from a breach of this agreement based on a typical open market valuation for the information for a **significant breach** of the agreement is in the region of £12,000,000 (twelve million pounds sterling).
6. This agreement will terminate by mutual agreement in a written form.
7. This agreement will terminate without notice notwithstanding the absence of any breach [REDACTED] 2020.
8. You accept and agree that the information disclosed, or to be disclosed to you pursuant to this agreement is, by its nature, valuable proprietary commercial information, the misuse or unauthorised disclosure of which would be likely to cause us considerable damage, and accordingly you concede that, without prejudice to any other rights and remedies which may be available to us in respect of any breach of this Agreement, we are entitled to relief by way of injunction including any interim order available from any competent court having jurisdiction over its terms.
9. This Agreement shall be governed by English law and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the English courts. This agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

EXECUTED AS A DEED BY:

WikiLeaks:
Julian Assange

in the presence of:
Witness' signature:

Witness' name:

Address:

Occupation:

Signed as a Deed:
Name:
Date:

in the presence of:
Witness' signature:

Witness' name:

Address:

Occupation: