

DÉED OF REIMBURSEMENT

THIS DEED (“Deed”) is made and entered into this 16 day of June 2024

Between THE COMMONWEALTH OF AUSTRALIA AS
REPRESENTED BY THE DEPARTMENT OF FOREIGN
AFFAIRS AND TRADE (“DFAT”) ABN 47 065 634 525

And Wau Holland Stiftung (Wau Holland Foundation
WHF), Zeiseweg 9, Hamburg, Germany (“WHF”)

each referred to as a ‘party’ or together ‘the parties’

RECITALS

1. The Department of Foreign Affairs and Trade (DFAT) has entered into an agreement with Adagold Aviation PTY LTD (“the Air Carrier”) to operate a charter flight from London to Location A and then to Location B during the period 25 – 27 June 2024 (“the Charter Flight”).
2. DFAT will transport on the Charter Flight up to 9 passengers (including accompanying officials) as well as an aero-medical nurse provided by the Air Carrier.
3. WHF has agreed to reimburse DFAT for the costs of the Charter Flight subject to the terms of this Deed.

AGREEMENT

1 Definitions

<i>Business Day</i>	means a day that is not a Saturday, Sunday or public holiday in the Australian Capital Territory.
<i>Claims</i>	means any claim, action or allegation which a party may make or bring against another party, or which a third party may bring against a party in respect of any fact, matter or thing under, arising out of, or in connection with this Deed or the Charter Flight.
<i>Commencement Date</i>	means the date that this Deed is executed by the last party to do so.
<i>Damages</i>	means all losses, liabilities, damages, fines, costs and expenses (including reasonable legal fees on a solicitor/client basis).
<i>Personnel</i>	of a party means its officers, employees, agents and contractors.

2 Term of the Deed

This Deed commences on the Commencement Date and will continue in force until six years after the date of the Charter Flight, unless this Deed is terminated earlier in accordance with clause 7.

3 Reimbursement

WHF will reimburse DFAT for any and all costs, fees, charges, taxes, fines, and other expenses incurred by DFAT in connection with the Charter Flight, including with respect to any delays, diversions, re-routing or cancellations.

4 Notification of request for reimbursement

- 4.1 Without limiting DFAT's rights in any way under clause 3, DFAT will seek to notify WHF in writing in advance of any expected costs, fees, charges, taxes, fines, and other expenses likely to be incurred by DFAT of which it may request reimbursement under this Deed in connection with the Charter Flight.
- 4.2 DFAT will notify WHF in writing of any final costs, fees, charges, taxes, fines, and other expenses of which DFAT requests reimbursement under this Deed in connection with the Charter Flight.
- 4.3 Upon receipt of DFAT's notice in accordance with clause 4.2 above, WHF will reimburse DFAT for any costs, fees, charges, taxes, fines, and other expenses DFAT requests under this Deed within 30 Business Days.

5 Severability

Each of the provisions of this Deed is a separate and distinct provision and independent of the others. If any provision is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not affect the validity or enforceability of the other provisions.

6 Governing Law

This Deed is governed by the laws applicable in the Australian Capital Territory, and the parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

7 Amendment and Termination

No amendment, modification, termination or cancellation of this Deed will be effective unless is made in writing in the form of a deed and executed by both parties.

8 Counterparts

This Deed may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed. Each Deed so

executed will be deemed an original, but such counterparts together will constitute one and the same instrument.

9 Entire agreement

This Deed constitutes the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter.

10 Notices

Any notice or other communication to be given under this Deed must be in writing and must be delivered personally or by email to the parties' respective addresses set out in this Deed or as otherwise notified by the relevant party from time to time. A notice or other communication given under this Deed will be deemed to have been received upon delivery to the address notified below.

DFAT address: DFAT General Counsel (ben.milton@dfat.gov.au)

WHF address: [ANDY MUELLER - MAGUIRE]
VICE-CHAIRMAN OF THE BOARD

EXECUTED as a deed.

s 47F(1)

Signed, sealed and delivered for and on behalf of the Department of Foreign Affairs and Trade by its duly authorised representative

Signature of DFAT delegate ←

Signature of witness ←

Name of DFAT delegate (print)

Name of witness (print)

Date

Signed, sealed and delivered for and on behalf of Wau Holland Stiftung (Wau Holland Foundation WHF), Zeiseweg 9, Hamburg, Germany

s 47F(1)

s 47F(1)

Signature of witness ✓

s 47F(1)

Name of director/secretary
Andy Muller-Maguhn

Name of witness (print)

2024-06-16

Date

DEED OF REIMBURSEMENT

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AGREEMENT

1 Definitions

Table with 2 columns: Term and Definition. Terms include Business Day, Claims, Commencement Date, Damages, and Person.

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SECRET

1. Enforcement

Any person who contravenes the provisions of this section shall be liable to a fine of \$1000 or to imprisonment for 12 months or to both, at the discretion of the court.

2. Notices

Any notice or document required to be given or to be produced in accordance with this section shall be delivered personally or by post to the person to whom the notice or document is directed or to the person named in the notice or document, or to the person named in the notice or document, or to the person named in the notice or document, or to the person named in the notice or document.

DEPT OF DEFENCE - DEFENCE AND COMMERCE LIBRARY

WIFE - JANDY MUELLER - HAGAN,
VICE-CHAIRMAN OF THE BOARD

s 47F(1)

s 47F(1)

Signed, sealed and delivered for and on behalf of the Department of Foreign Affairs and Trade by its duly authorised representative

s 22(1)(a)(ii)

Signature of DFAT delegate

Madeline Casey
Name of DFAT delegate (print)

21/6/24
Date

s 22(1)(a)(ii)

Signature of witness

s 22(1)(a)(ii)

Name of witness (print)

Signed, sealed and delivered for and on behalf of Wau Holland Stiftung (Wau Holland Foundation WHF), Zeiseweg 9, Hamburg, Germany

s 47F(1)

Name of director/secretary
Andy Muller-Maguhn

2024-06-16
Date

s 47F(1)

Signature of witness

s 47F(1)

Name of witness (print)

s 22(1)(a)(ii)

OFFICIAL

From: Madeleine Casey

Sent: Tuesday, July 16, 2024 5:47 PM

To: s47F(1)

Cc:

Subject: Invoice - Department of Foreign Affairs and Trade and the Wau Holland Foundation [SEC=OFFICIAL]

OFFICIAL

Dear Mr Mueller-Maguhn,

I refer to the Deed of Reimbursement (Deed) between the Commonwealth of Australia as represented by the Department of Foreign Affairs and Trade and the Wau Holland Foundation, dated 21 June 2024.

Please see attached letter addressed to Wau Holland Foundation, invoice for payment,

original signed deed of reimbursement and return signed deed.

Thank you for your attention on this matter, please do not hesitate to contact me on below details if you have any questions.

Kind regards,

Madeleine Casey

A/g First Assistant Secretary
Consular and Crisis Management Division
Department of Foreign Affairs and Trade
Ts 22(1)(a)(ii)

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We acknowledge the Traditional Custodians of Country throughout Australia, and their continuing connection to land, waters and community. We pay our respects to all First Nations peoples, their cultures and to their Elders, past, present and emerging.



16 July 2024

Mr Andy Mueller-Maguhn
Vice Chairman
Wau Holland Stiftung
s 47F(1)

Dear Mr Mueller-Maguhn

I refer to the Deed of Reimbursement (Deed) between the Commonwealth of Australia as represented by the Department of Foreign Affairs and Trade and the Wau Holland Foundation, dated 21 June 2024.

In accordance with clause 4.2 of the Deed, please find attached the invoice for costs in connection with the Charter Flight.

DFAT requests payment of the invoice within 30 business days of receipt of the invoice.

If you have any questions, please do not hesitate to contact me on s 22(1)(a)(ii) or madeleine.casey@dfat.gov.au.

Yours sincerely
s 22(1)(a)(ii)

Madeleine Casey
Acting First Assistant Secretary
Consular and Crisis Management Division
Department of Foreign Affairs and Trade

Department of Foreign Affairs and Trade
 John McEwen Cres
 Barton ACT 0221
 Australia
 ABN 47065634525



TRAVELLER EMERGENCY LOAN STATEMENT OF ACCOUNT

MR JULIAN ASSANGE
 Attention: Andy Muller-Maguhn
 Vice Chariman - Wau Holland Stiftung
 Zeiseweg 9 Hamburg, GERMANY
 s 47F(1)

Customer No : s 47E(d)
 Statement Date : 08.07.2024
 Page : 1 of 1

Amount Payable : 781,480.31 AUD

For enquiries regarding this statement please email tels@dfat.gov.au

Doc No.	Description	Loan Date	Due Date	Amount AUD
s47E(d)	Adagold Aviation Aircraft Charter 25-27 June s47E(d)	21/06/2024	16/08/2024	777,592.84
	Car Hire Costs - Crowne Chauffeurs 26 June	08/07/2024	16/08/2024	3,041.71
	Accommodation Costs - Saipan	08/07/2024	16/08/2024	845.76
TOTAL AMOUNT PAYABLE (AUD)				781,480.31

PAYMENT OPTIONS Customer s 47E(d)



Bill Code: s 47E(d)
Ref: s 47E(d)

Telephone & Internet Banking - BPAY
 Call your participating financial institution to arrange a payment from your savings, cheque or credit card account.

Direct Credit

Bank: s 47E(d)
 Address:
 Account Name:
 Account Number:
 SWIFT:
 BSB/Bank Key: s 47E(d)
 Reference:

Payment advices for Direct Credit payments should be emailed to tels@dfat.gov.au or sent to the address above.

Credit Card

Card Type: MASTERCARD VISA

Card Number:

Amount: _____ AUD

Expiry Date: ____/____/____

Name on Card: _____

Signature: _____

Date: ____/____/____

Please email the payment advice to accounts.receivable@dfat.gov.au

Cheque

Make payable to: **National Cashier**
 Please mail the Payment Options portion to the address above.