

## **SETTLEMENT AGREEMENT AND RELEASE**

**THIS SETTLEMENT AGREEMENT AND RELEASE** (the “Agreement”) is made and entered into as of the last of the signature dates below (the “Effective Date”) by and between, on the one hand, Maajid Nawaz (“Nawaz”), the Quilliam Foundation Limited, and the Quilliam Foundation, Inc. (the Quilliam Foundation Limited and the Quilliam Foundation, Inc., collectively, “Quilliam”) and, on the other hand, and the Southern Poverty Law Center, Inc. (the “SPLC”). Nawaz, the Quilliam Foundation, Ltd., the Quilliam Foundation, Inc., and the SPLC are each referred to herein singly as a “Party” and collectively as the “Parties.”

### **RECITALS**

**WHEREAS**, the SPLC and its co-publishers Media Matters for America, the Center for New Community, and ReThink Media (the “Co-Publishers”) published various statements about Nawaz and Quilliam, including in *A Journalist’s Manual: Field Guide to Anti-Muslim Extremists* (the “Journalist’s Manual”) and in statements relating to the Journalist’s Manual;

**WHEREAS**, Nawaz and Quilliam believe that they have claims against the SPLC and its Co-Publishers arising from those publications and statements;

**WHEREAS**, the Parties now wish to resolve all disputes between them through the date of this Agreement, and enter into this Agreement providing for a full, final, and complete settlement on the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1.     Payment.** The SPLC, in full and final settlement of Nawaz’s and Quilliam’s claims against the SPLC, and in consideration of the other rights and relief set forth below, shall pay the sum of Three Million Three Hundred Seventy-Five Thousand U.S. Dollars (\$3,375,000.00) (the

“Payment”), to an escrow account held on behalf of Nawaz and Quilliam by Clare Locke LLP, within 12 business days of the Effective Date, which Nawaz and Quilliam intend to use to fund work fighting anti-Muslim bigotry and extremism.

**2. Release of Claims by Nawaz and Quilliam.** Nawaz and Quilliam, on behalf of themselves, and their present, former and/or future parents, subsidiaries, divisions, units, affiliates, officers, directors, representatives, predecessors, licensees, successors, insurers, agents, partners, principals, assigns, attorneys, employees, distributors, licensees, relatives, heirs, trustees, executors, administrators, and all persons acting through, under or in concert with them or any of them, if any (collectively, the “Quilliam Releasors”), fully, irrevocably, and unconditionally release and discharge the SPLC, its Co-Publishers, and their present, former, and future parents, subsidiaries, divisions, units, affiliates, officers, directors, representatives, predecessors, licensees, successors, insurers, agents, partners, principals, assigns, attorneys, employees, distributors, licensees, trustees, executors, administrators, and all persons acting through, under, or in concert with them or any of them (the “SPLC Releasees”), from any and all claims, demands, debts, damages, costs, expenses, actions, causes of action, and liabilities of any kind and nature throughout the world, whether known or unknown, actual or potential, and whether or not threatened by Nawaz or Quilliam or previously discussed by the Parties, arising out of or in any way related to alleged acts, omissions, or statements by the SPLC Releasees that occurred up to and including the Effective Date. For avoidance of doubt, this release is intended to be effective as to all claims or potential claims regarding alleged acts, omissions, or statements by any of the SPLC Releasees up to and including the Effective Date of this Agreement. This release is not intended to bar claims by the Quilliam Releasors concerning any future acts, omissions, or statements by any of the SPLC Releasees that occur after the Effective Date.

**3. Release of Claims by the SPLC.** The SPLC Releasees (collectively, the “SPLC Releasors”), fully, irrevocably, and unconditionally release and discharge the Quilliam Releasors (the “Quilliam Releasees”), from any and all claims, demands, debts, damages, costs, expenses, actions, causes of action, and liabilities of any kind and nature throughout the world, whether known or unknown, actual or potential, and whether or not threatened by any of the SPLC Releasors or previously discussed by the Parties, arising out of or in any way related to alleged acts, omissions, or statements by any of the Quilliam Releasees that occurred up to and including the Effective Date. For avoidance of doubt, this release is intended to be effective as to all claims or potential claims regarding alleged acts, omissions, or statements by any of the Quilliam Releasees up to and including the Effective Date. This release is not intended to bar claims by any of the SPLC Releasors concerning any future acts, omissions, or statements by any of the Quilliam Releasees that occur after the Effective Date.

**4. Authority.** Nawaz and Quilliam represent and warrant that they have the full right, power, and authority to enter into this Agreement and to grant any and all rights, licenses, and releases granted herein on behalf of the Quilliam Releasors. SPLC represents and warrants that it has the full right, power, and authority to enter into this Agreement and to grant any and all rights, licenses, and releases granted herein on behalf of the SPLC Releasors, except for the Center for New Community, which the Parties acknowledge has been dissolved. Any individual signing this Agreement on behalf of a Party represents and warrants that he or she has full authority to do so.

**5. Review and Interpretation of Agreement.** Each Party represents and warrants that he or it has had the opportunity to review this Agreement independently with legal counsel and to agree to the particular language of the provisions in this Agreement. In the event of an ambiguity in or dispute, interpretation of this Agreement shall not be resolved by any rule

providing for interpretation against the Party who causes the uncertainty or against the drafter, and all Parties expressly agree that in the event of an ambiguity or dispute, this Agreement will be interpreted as if each Party had fully participated in the drafting of this Agreement.

**6. No Assignment or Transfer.** Each Party represents and warrants that he or it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand, debt, or cause of action released or otherwise covered by this Agreement. Each Party agrees to defend, indemnify, and hold harmless the other Parties against any claim, demand, liability, expense (including, without limitation, actual attorneys' fees), or cause of action based on or arising out of any such sale, assignment, or conveyance, whether purported or actual, or for any breach of the foregoing representation and warranty.

**7. Retraction and Removal.** As a material aspect of this Agreement, the SPLC and its Co-Publishers shall permanently remove every version of the Journalist's Manual (and all content referring to Nawaz's inclusion in the Journalist's Manual, except as set forth in paragraphs 8 and 9 below) from their websites and social media accounts.

**8. Public Statement.** As a material aspect of this Agreement, the SPLC shall publish the following Public Statement and shall not release, make, or publish any statements that undermine or are in any way inconsistent with the following Public Statement:

The Southern Poverty Law Center was wrong to include Maajid Nawaz and the Quilliam Foundation in our *Field Guide to Anti-Muslim Extremists*. Since we published the *Field Guide*, we have taken the time to do more research and have consulted with human rights advocates we respect. We've found that Mr. Nawaz and Quilliam have made valuable and important contributions to public discourse, including by promoting pluralism and condemning both anti-Muslim bigotry and Islamist extremism. Although we may have our differences with some of the positions that Mr. Nawaz and Quilliam have taken, they are most certainly not anti-Muslim extremists. We would like to extend our sincerest apologies to Mr. Nawaz, Quilliam, and our readers for the error, and we wish Mr. Nawaz and Quilliam all the best.

**9. Publication of the Public Statement.** As a material aspect of this Agreement, the SPLC shall publish the Public Statement in the following formats and media within 2 days of the Effective Date:

- A downloadable video statement delivered by Richard Cohen, published online at <https://www.splcenter.org/20161025/journalists-manual-field-guide-anti-muslim-extremists>, where such video statement shall remain for a period not less than 2 years from the Effective Date;
- A downloadable video statement delivered by Richard Cohen, published online at <https://www.splcenter.org/news/2016/10/26/splc-publishes-media-guide-countering-prominent-anti-muslim-extremists>, where such video statement shall remain for a period not less than 2 years from the Effective Date;
- A text statement, in at least as prominent text as that which was used for the original Journalist's Manual, published online at [https://www.splcenter.org/sites/default/files/splc\\_field\\_guide\\_to\\_antimuslim\\_extremists.pdf](https://www.splcenter.org/sites/default/files/splc_field_guide_to_antimuslim_extremists.pdf), where it shall remain for a period not less than 2 years from the Effective Date;
- A text statement, in at least as prominent text as that which was used for the original Journalist's Manual, published online at [https://www.splcenter.org/sites/default/files/splc\\_field\\_guide\\_to\\_antimuslim\\_extremists\\_0.pdf](https://www.splcenter.org/sites/default/files/splc_field_guide_to_antimuslim_extremists_0.pdf), where it shall remain for a period not less than 2 years from the Effective Date;
- A text statement, in at least as prominent text as that which was used for the original Journalist's Manual, published online at <https://www.splcenter.org/20161025/journalists-manual-field-guide-anti-muslim-extremists>, where it shall remain for a period not less than 2 years from the Effective Date;
- A text statement, in at least as prominent text as that which was used for the original Journalist's Manual, published online at <https://www.splcenter.org/news/2016/10/26/splc-publishes-media-guide-countering-prominent-anti-muslim-extremists>, where it shall remain for a period not less than 2 years from the Effective Date;
- A text statement, sent via U.S. Mail to Libby Locke, Clare Locke LLP, 10 Prince Street, Alexandria, VA 22314 and to every mailing address the SPLC can identify using reasonable efforts to which the SPLC (including its employees or agents) sent (or caused to be sent) hard copies of the Journalist's Manual;
- A text statement, sent via email to [libby@clarelocke.com](mailto:libby@clarelocke.com) and to every email address the SPLC can identify using reasonable efforts to which the SPLC (including its employees or agents) emailed any version of the Journalist's Manual (whether in PDF format, via hyperlink, or otherwise).

**10. Cooperation.** Each Party hereto agrees to execute and deliver such other documents and instruments and to take such further action as may be reasonably necessary to fully carry out the intent and purposes of this Agreement.

**11. Voluntariness.** This Agreement is executed voluntarily and without duress or undue influence on any of the Parties or their officers, employees, agents, or attorneys, and no Party is relying on any inducements, promises, or representations made by the other Party or any of its officers, employees, agents, or attorneys other than as set forth herein.

**12. Severability.** If any provision of this Agreement is deemed invalid or unenforceable, such provision shall be deemed valid to the extent permitted by law and consistent with the purpose of this Agreement, and such invalidity or unenforceability shall not affect or limit the validity or enforceability of any other provision hereof, unless to do so would destroy the purpose of this Agreement.

**13. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the SPLC Releasors and the Quilliam Releasors and their respective heirs, executors, representatives, receivers, trustees, successors, transferees, and assigns.

**14. Applicable Law, Venue, and Jurisdiction.** Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in Virginia administered by the American Arbitration Association. The arbitration shall be conducted in English. The designated arbitrator shall have the authority to award any and all relief that the arbitrator deems appropriate. In addition, the prevailing parties shall be entitled to receive all attorneys' fees and costs relating to the subject matter described in this Agreement. Judgment on any award may be entered in any court of competent jurisdiction. The Parties shall keep any such arbitration confidential and shall not disclose to any person, other than those necessary to the proceedings, the existence of the

arbitration, any information, testimony or documents submitted during the arbitration, and any award, unless and to the extent that disclosure is required by law or is necessary for permitted court proceedings, such as proceedings to recognize or enforce an award. This Agreement shall be governed by the substantive law of Virginia, without application of any conflicts of law rules.

**15. Headings Not Controlling.** The paragraph headings included herein are for reference only and are not a part of this Agreement. The headings shall not control or alter the meaning of this Agreement as set forth in the text.

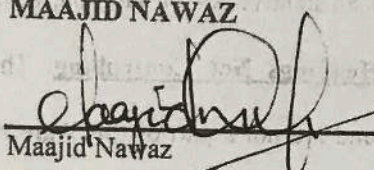
**16. Counterparts.** This Agreement may be executed in counterparts, and signatures may be exchanged electronically or by facsimile, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

**17. Integration.** This Agreement contains the entire agreement between the Parties with respect to the matters released or discharged herein, and supersedes all prior understandings, negotiations, and agreements in connection herewith. This Agreement shall not be altered or amended in any manner, except in writing and signed by each of the Parties hereto.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement on the dates indicated below.


Date: June 14<sup>TH</sup>, 2018

MAAJID NAWAZ

  
Maajid Nawaz

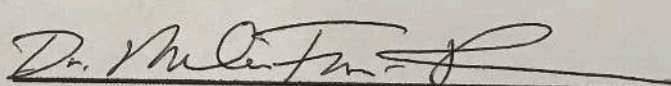
Date: June 18, 2018

QUILLIAM FOUNDATION LIMITED

  
By: Haras Rafiq  
Title: Chief Executive

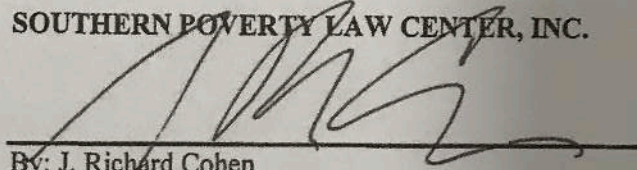
Date: June 14, 2018

QUILLIAM FOUNDATION, INC.

  
By: Dr. Muhammad Fraser-Rahim  
Title: Executive Director

Date: June 13<sup>th</sup>, 2018

SOUTHERN POVERTY LAW CENTER, INC.

  
By: J. Richard Cohen  
Title: President