

Dated

13

November 2013

(A) MR SABBY MIONIS

- and -

(B) DEMOCRATIC PRESS SA

(C) JOHN FILIPPAKIS

(D) ALEXANDER TARKAS

(E) ANDREAS KAPSABELIS

SETTLEMENT AGREEMENT

Mishcon de Reya
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Ref: AJ/ALR/VSK./40729.1
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THIS SETTLEMENT AGREEMENT is dated 13 November 2013

PARTIES

- (A) Mr Sabby Mionis, of 22 Shimon Rokach Street, Tel Aviv, Israel ("**Party A**");
and
 - (B) Democratic Press S.A. of 1 Eratosthenous Street, Konstantinou, 11635 Athens, Greece ("**Party B**");
 - (C) John Filippakis of 1 Eratosthenous Street, Konstantinou, 11635 Athens, Greece ("**Party C**");
 - (D) Alexander Tarkas of 1 Eratosthenous Street, Konstantinou, 11635 Athens, Greece ("**Party D**");
 - (E) Andreas Kapsabelis of 1 Eratosthenous Street, Konstantinou, 11635 Athens, Greece ("**Party E**");
- (Collectively "**the Parties**").

BACKGROUND

- A Parties B-E caused to be published online and in print 18 articles in the Greek-language Greek newspaper *Demokratia* ("**Demokratia**") between 29 October 2012 and 13 May 2013, as detailed in Claim number HQ13D03108 issued on 11 June 2013 (the "**Articles**");
- B Party A alleges that the Articles made a number of untrue and defamatory allegations against Party A, about which Party A has complained to Parties B-E, which are set out in the particulars and appendices to the Claim, number HQ13D03108 issued in the English High Court on 11 June 2013 (the "**Dispute**"). Parties B-E do not admit that the Articles are defamatory, and they deny that the English court has jurisdiction to adjudicate on the Dispute; however, as set out in clause 12.2 below, they have agreed to submit to the

English court's jurisdiction in respect of all matters relating to this Settlement Agreement;

- C In order to achieve a final resolution of the Dispute the Parties have agreed the full and final settlement of the Dispute as set out in this Settlement Agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The headings in this Settlement Agreement are for ease of reference only and do not affect its interpretation.
- 1.2 References to persons include individuals, firms, corporations and unincorporated associations and bodies.
- 1.3 Unless otherwise specified, references to any gender include the other gender, references to the singular include the plural and references to the plural include the singular.
- 1.4 References to clauses and sub-clauses are references to clauses and sub-clauses of this Settlement Agreement.

2. PUBLICATION

- 2.1 *Demokratia* will publish in its Sunday edition on one of the four Sundays immediately following the execution of this agreement the photograph of Mr Mionis (with minimum dimensions of 9cm x 9cm, to show at least Party A's head and shoulders) and the article in the terms in the attached Schedule I (the "**Later Article**"):
- 2.1.1 in its newspaper, *Demokratia*, with reference to the title to the Later Article on the front page of the newspaper; and
- 2.1.2 on its website <http://www.dimokratianews.gr/> (where it will remain thereafter).

2.2 The Parties agree and acknowledge that it is important that the contents of the Later Article be true and accurate and accordingly Party A hereby represents and warrants to Parties B-E that the facts set out in the Later Article are true and accurate in all material respects.

3. **NO REPUBLICATION**

3.1 Party B undertakes to take down all the Articles from its website, Parties B-E undertake not to republish or cause the republication of the Articles, in hard copy, online or howsoever, and further undertake not to repeat or cause to be repeated the allegations complained of at paragraph 9 of the particulars of claim in the Dispute, subject to the provisions of clause 3.2 below.

3.2 Parties B-E undertake in all capacities not to report or otherwise publish, in any jurisdiction, any articles, or statements in any other form (either in print or online) which refer to Party A or Party A's immediate family, being his mother, father, brother or children, from the date of this Settlement Agreement, save only for the publication of fair and accurate reports of court proceedings in which Party A and/or any of those members of his immediate family is a claimant, defendant or witness; or parliamentary inquiries of which Party A and/or any of those members of his immediate family is the subject or in which he is called to give evidence.

4. **TOMLIN ORDER**

4.1 On the signing of this Settlement Agreement, the Parties' legal representatives shall also sign the Tomlin Order set out at Schedule 2 and as soon as possible following the signing of this Settlement Agreement, and in any event by no later than three working days thereafter, Party A will file the Tomlin Order in the High Court of England and Wales.

5. **RELEASE**

5.1 Except in respect of any breach of contract claim that any Party may hereafter have against any other Party for breach of any of the provisions of this Settlement Agreement, and subject to the provisions of clause 3 being

met in full, this Settlement Agreement is made in full and final settlement of any and all claims which each Party has against any other Party in any jurisdiction arising out of or connected with:

5.1.1 The Dispute; and/or

5.1.2 the underlying facts relating to the Dispute.

(collectively "**the Released Claims**").

6. AGREEMENT NOT TO SUE

6.1 Each Party agrees, on behalf of itself and on behalf of its parent company, subsidiaries, assigns, transferees, representatives, principals, agents, officers and directors, subject to the provisions of clause 3 being met in full, not thereafter to sue or commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against any other Party, any claim, action, suit or other proceeding relating to the Released Claims, in this jurisdiction or any other.

7. COSTS

7.1 Each Party will bear its own costs of and in connection with this Settlement Agreement and the Dispute and the giving effect to clause 3.

8. AUTHORITY

8.1 Each Party warrants and represents to the other with respect to itself that it has the full right, power and authority to execute, deliver and perform this Settlement Agreement.

9. SEVERABILITY

9.1 If any provision of this Settlement Agreement is found to be void or unenforceable, that provision will be deemed to be deleted from this Settlement Agreement and the remaining provisions of this Settlement Agreement will continue in full force and effect.

9.2 The Parties will use their respective reasonable endeavours to procure that any such void or unenforceable provision is replaced by a provision which is valid and enforceable and which gives effect to the spirit and intent of this Settlement Agreement.

10. ENTIRE AGREEMENT

10.1 This Settlement Agreement and the documents annexed to it constitutes the whole agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to this Settlement Agreement's subject matter, which for the avoidance of doubt includes the Dispute.

11. CONFIDENTIALITY

11.1 The Parties recognise the importance of confidentiality.

11.2 Save as mentioned in the proceedings before the High Court of England and Wales pursuant to clause 4 of this agreement or otherwise brought as a result of an alleged breach of this Settlement Agreement, the existence of this Settlement Agreement, its entire contents and the substance of all negotiations in connection with it (the "**Settlement Material**"), are confidential to the Parties and their advisers.

11.3 The Parties must not and agree not to disclose the Settlement Material (or otherwise communicate it) to any third-party other than in the following restricted circumstances:

11.3.1 with the consent of all the other Parties;

11.3.2 to each Party's respective lawyers on terms that preserve confidentiality;

11.3.3 pursuant to an order of a court of competent jurisdiction or pursuant to any proper demand made by any competent authority or body where the Party concerned is under a legal or regulatory obligation to make such a disclosure; or

11.3.4 as far as necessary to implement and/or enforce any part of this Settlement Agreement.

11.4 Party A hereby indemnifies Parties B-E against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Parties B-E arising out of or in connection with any breach of the provisions of clauses 11.2 and 11.3 by Party A.

11.5 Parties B-E hereby indemnifies Party A against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Party A arising out of or in connection with any breach of the provisions of clauses 11.2 and 11.3 by any of Parties B-E.

12. **GOVERNING LAW AND JURISDICTION**

12.1 This Settlement Agreement, and all matters relating to it including performance, will be governed by and construed in accordance with English law.

12.2 Any dispute arising out of or in connection with, or concerning the carrying into effect of, this Settlement Agreement will be subject to the exclusive jurisdiction of the English courts, and the Parties irrevocably submit to the exclusive jurisdiction of the English courts for these purposes.

13. **CO-OPERATION**

Each Party will execute and deliver, and/or cause to be executed and delivered, such instruments and other documents at such times and places as are reasonably necessary or desirable (and will carry out any other act

reasonably requested by any other Party) for the purpose of putting this Settlement Agreement into effect.

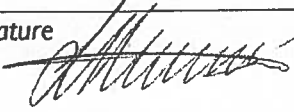
14. VARIATION

Any variation of this Settlement Agreement may only be in writing and signed by or on behalf of all the Parties.

The Parties have entered into this Settlement Agreement on the date stated at the beginning of it.

Party A:

SIGNED by MR SABBY MIONIS

Signature	
Print name	SABBY MIONIS

Party B:

**SIGNED on behalf of
DEMOCRATIC PRESS S.A.**

Signature	
Print name	

Party C:

SIGNED by Mr JOHN FILIPPAKIS

Signature	
Print name	

Party D:

**SIGNED by Mr ALEXANDER
TARKAS**

<i>Signature</i>
<i>Print name</i>

Party E:

**SIGNED by Mr ANDREAS
KAPSABELIS**

<i>Signature</i>
<i>Print name</i>

SCHEDULE I

Σάμπυ Μιωνής και η Λίστα Λαγκάρντ

Η "Δημοκρατία" κατόπιν νέων στοιχείων, επιθυμεί να διευκρινίσει τα εξής αποκαθιστώντας την πραγματικότητα για τον Ελληνο-Ισραηλινό Επιχειρηματία Σάμπυ Μιωνή:

1) Ο έλεγχος του ΣΔΟΕ σε γραφείο που χρησιμοποιούσε ο κ. Μιωνής το 2000, έγινε ύστερα από ψευδή όπως αποδείχτηκε καταγγελία της τράπεζας Julius Baer και υπαλλήλων της, τους οποίους ο κ. Μιωνής μίηυσε στην Νέα Υόρκη και υποχρεώθηκαν σε έναν από τους μεγαλύτερους εξωδικαστικούς συμβιβασμούς στην ιστορία. Ο κ. Μιωνής, έκανε δωρεές πολλών εκατομμυρίων δολαρίων από τα χρήματα που έλαβε.

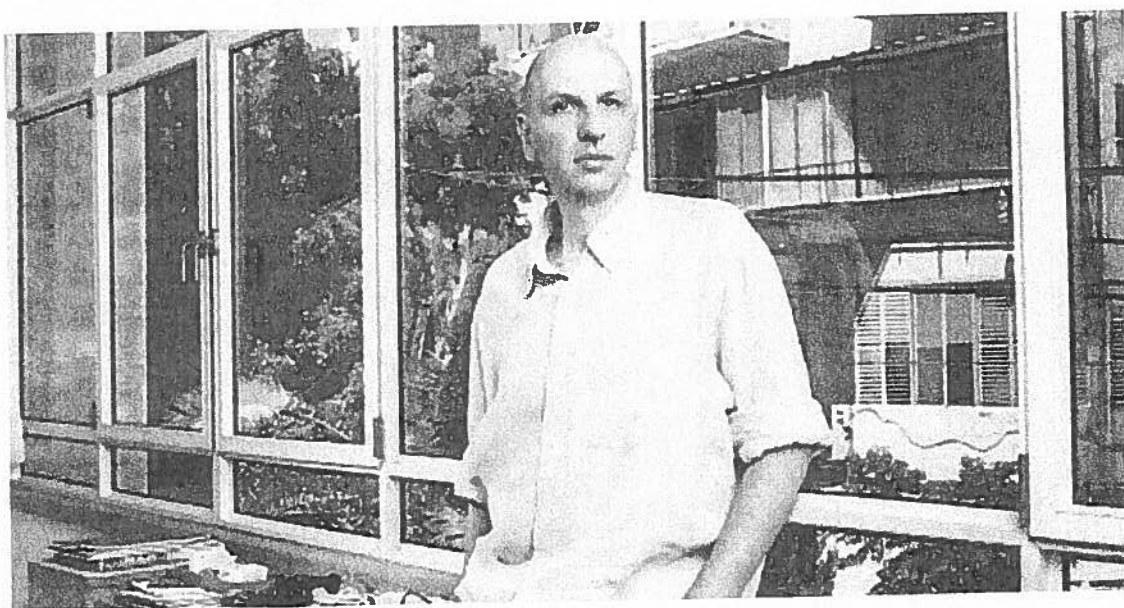
2) Τα 550εκ ευρώ της λίστας Λαγκάρντ, τα οποία συζητήθηκαν τόσο πολύ, διαπιστώθηκε ότι ανήκαν σε Αμοιβαία Κεφάλαια υπό την διαχείριση της CMA, θυγατρικής εταιρίας της τράπεζας EFG International. Η EFG εξαγόρασε την CMA, από τους μετόχους της, τον Φεβρουάριο του 2006. Ο κ. Μιωνής ήταν ένας εκ των δυο μετόχων της εταιρίας και παρέμεινε ως διευθύνων σύμβουλος μέχρι τον Ιούνιο του 2009. Ο κ. Μιωνής προτίμησε να αποχωρήσει από τον κόσμο των επενδύσεων και να αφοσιωθεί στο φιλανθρωπικό του έργο.

3) Παράλληλα με το φιλανθρωπικό του έργο, στο Ισραήλ όπου διαμένει από το 2006, είναι εκπρόσωπος τύπου του Ισραηλινού στρατού για τα ελληνόφωνα μέσα ενημέρωσης και ένας από τους τρεις επικεφαλής της ειδικής επιτροπής του Jewish Agency για την καταπολέμηση του αντισημιτισμού. Το Jewish Agency είναι φορέας που ανήκει στο γραφείο του Ισραηλινού Πρωθυπουργού.

4) Αξίζει να σημειωθεί ότι ο κ. Μιωνής, δεν έχει ποτέ κατηγορηθεί από καμία αρχή, σε κανένα μέρος του κόσμου και δεν έχει υπάρξει ποτέ

αντικείμενο έρευνας από καμία αρχή. Ο κ. Μιωνής είναι κάτοικος εξωτερικού από το 1988, χρονιά που έφυγε από την Ελλάδα ως φοιτητής.

5) Ο κ. Μιωνής δεν είχε ποτέ, απολύτως καμία επαφή η συνεργασία με τον καταδικασμένο για απάτη στην Αμερική Μαντοφ. Αντίθετα ήταν αυτός που για χρόνια συμβούλευε την EFG να αποσύρει τις επενδύσεις των πελατών της από τον Μάντοφ, πράγμα που δυστυχώς για την EFG, δεν έπραξε. Για το λόγο αυτό τα αμοιβαία κεφάλαια υπό την διαχείριση της CMA, ουδέποτε επένδυσαν με τον Μαντοφ.



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SCHEDULE 2

CLAIM NUMBER HQ13D03108

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

ROYAL COURTS OF JUSTICE

MASTER [...]

BETWEEN :-

(1) Mr SABBY MIONIS

Claimant

- and -

(2) DEMOCRATIC PRESS SA

(3) JOHN FILIPPAKIS

(4) ALEXANDER TARKAS

(5) ANDREAS KAPSABELIS

Defendants

CONSENT ORDER

UPON the parties having agreed terms of settlement

IT IS BY CONSENT ORDERED THAT:



- (1) All further proceedings in this claim be stayed upon the terms set out in the confidential Settlement Agreement between the parties dated [DATE], the original of which has been kept by the Claimant's solicitors and a copy of which has been kept by the Defendants' solicitors, except for the purpose of enforcing those terms.
- (2) Each party has permission to apply to the Court to enforce those terms without the need to bring a new claim.
- (3) There shall be no order as to costs.

Dated this [DATE]th day of [MONTH] 2013

We consent to an Order being made on the above terms

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For and on behalf of the Claimant

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Solicitors for the Claimant

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For and on behalf of the Defendants

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Fax: 020 3060 7000
DX: 600 London/City
Ref: DSH/DEM23.1

Solicitors for the Defendants

