

# European Blockchain Association

## Membership Agreement

THIS MEMBERSHIP AGREEMENT (the "Agreement") is effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between the European Blockchain Association (the "European Blockchain Association") and Member \_\_\_\_\_ ("Member"). Members of the European Blockchain Association shall be referred to collectively as the "Membership At-Large".

**WHEREAS**, the European Blockchain Association (EBA) combines, synchronizes and leverages blockchain-related activities of European corporations, startups, venture capitalists, and scientific institutes.

**WHEREAS**, the EBA serves as a superior, neutral body to aggregate and coordinate blockchain activities throughout Europe and to provide Non-European parties with a direct API into the European blockchain ecosystem;

**WHEREAS**, the European Blockchain Association has adopted bylaws calling for the creation of Membership Classes, as defined below, and setting forth a governance structure (the "Bylaws", attached hereto as Exhibit A);

**WHEREAS**, Member would like to become a Member of the European Blockchain Association in the Membership Class selected by Member on Exhibit B hereto;

**NOW THEREFORE**, the European Blockchain Association agrees to admit Member on the terms and consideration contained herein, and Member agrees to abide by the terms and conditions contained herein:

**1. MEMBERSHIP CLASSES.** There shall be six (6) classes of Membership ("Membership Classes") in the European Blockchain Association representing Members that publicly, but non-exclusively, support the Purposes of the European Blockchain Association as specified in the Bylaws:

### EUROPEAN BLOCKCHAIN ASSOCIATION MEMBERSHIP CLASSES

	<b>MEMBERSHIP FEES per year, in Euros</b>
<b>1a) FULL MEMBERS w. Voting Rights - Legal entities (Startups, Corporations etc.)</b>	Startup: 2.500,- Small: 15.000,- (< 50 staff) Medium: 25.000,- (50 - 250 staff) Large: 50.000,- (> 250 staff) Consulting Firms: 25.000,-
<b>1b) FULL MEMBERS w. Voting Rights - Natural persons</b>	2.500,- p.p.

<b>2a) FULL ACADEMIC MEMBERS w. Voting Rights - Legal entities (Universities, Professorships etc.)</b>	2.500,-
<b>2b) FULL ACADEMIC MEMBERS w. Voting Rights - Natural persons</b>	2.500,- p.p.
<b>3a) HONORARY MEMBERS without Voting Rights - Legal entities</b>	No membership fees
<b>3b) HONORARY MEMBERS without Voting Rights - Natural persons</b>	No membership fees

### **1a) FULL MEMBERS w. Voting Rights - Legal entities (Startups, Corporations etc.)**

'FULL MEMBERS w. Voting Rights - Legal entities' shall be legal entities that agree to abide by the obligations set forth in the EBA Membership Rules, including, without limitation, the requirements set forth on Exhibit B of the EBA Membership Agreement. Legal entities as Full Members with Voting Rights shall be permitted to vote with the Membership At-Large, as set forth in the Bylaws. Legal entities as Full Members with Voting Rights are entitled to found Working Groups, and initially appoint their representatives to the Working Groups' Steering Committee. Legal entities as Full Members with Voting Rights commit themselves to allocate at least one FTE to the activities of the EBA. 'FULL MEMBERS w. Voting Rights - Legal entities' can be Member Participants of a Working Group (WG). These entities can participate and will have voting rights with respect to WG matters as outlined within each group's charter. This could include scheduling meetings and activities, access/participation in the development of all materials produced in the WG, Marketing Programs, Material development, mailing lists and wikis.

### **1b) FULL MEMBERS w. Voting Rights - Natural persons**

'FULL MEMBERS w. Voting Rights - Natural persons' shall be individuals that agree to abide by the obligations set forth in the EBA Membership Rules, including, without limitation, the requirements set forth on Exhibit B of the EBA Membership Agreement. Full Members with Voting Rights as individuals shall be permitted to vote with the Membership At-Large, as set forth in the Bylaws. As Member Participants of a Working Group (WG), these individuals can participate and will have voting rights with respect to WG matters as outlined within each group's charter. This could include scheduling meetings and activities, access/participation in the development of all materials produced in the WG, Marketing Programs, Material development, mailing lists and wikis.

### **2a) FULL ACADEMIC MEMBERS w. Voting Rights - Legal entities (Universities, Professorships etc.)**

'FULL ACADEMIC MEMBERS w. Voting Rights - Legal entities' shall be legal entities that agree to abide by the obligations set forth in the EBA Membership Rules, including, without limitation, the requirements set forth on Exhibit B of the EBA Membership Agreement. Legal entities as Full Academic Members with Voting Rights shall be permitted to vote with the Membership At-Large, as set forth in the Bylaws. Legal entities as Full Academic Members

with Voting Rights are entitled to found Working Groups, and initially appoint their representatives to the Working Groups' Steering Committee. Full Academic Members w. Voting Rights - Legal entities' can be Member Participants of a Working Group (WG). These entities can participate and will have voting rights with respect to WG matters as outlined within each group's charter. This could include scheduling meetings and activities, access/participation in the development of all materials produced in the WG, Marketing Programs, Material development, mailing lists and wikis.

## **2b) FULL ACADEMIC MEMBERS w. Voting Rights - Natural persons**

'FULL ACADEMIC MEMBERS w. Voting Rights - Natural persons' shall be individuals that agree to abide by the obligations set forth in the EBA Membership Rules, including, without limitation, the requirements set forth on Exhibit B of the EBA Membership Agreement. Full Academic Members with Voting Rights shall be permitted to vote with the Membership At-Large, as set forth in the Bylaws. As Member Participants of a Working Group (WG), these individuals can participate and will have voting rights with respect to WG matters as outlined within each group's charter. This could include including scheduling meetings and activities, access/participation in the development of all materials produced in the WG, Marketing Programs, Material development, mailing lists and wikis.

## **3a) HONORARY MEMBERS without Voting Rights - Legal entities**

'HONORARY MEMBERS without Voting Rights - Legal entities' shall be legal entities that agree to abide by the obligations set forth in the EBA Membership Rules, including, without limitation, the requirements set forth on Exhibit B of the EBA Membership Agreement. Legal entities as Honorary Members without Voting Rights shall not be permitted to vote with the Membership At-Large. Honorary Members without Voting Rights are not permitted to join any Working Groups. They may however, be invited to sit in on meetings at the discretion of the Working Group.

## **3b) HONORARY MEMBERS without Voting Rights - Natural persons**

'HONORARY MEMBERS without Voting Rights - Natural persons' shall be individuals that agree to abide by the obligations set forth in the EBA Membership Rules, including, without limitation, the requirements set forth on Exhibit B of the EBA Membership Agreement. Individuals as Honorary Members without Voting Rights shall not be permitted to vote with the Membership At-Large. Individuals as Honorary Members without Voting Rights are not permitted to join any Working Groups. They may however, be invited to sit in on meetings at the discretion of the Working Group.

Membership is not transferable. The exercise of Membership rights can not be left to another person. Legal entities, professorships, universities and corporations must name the natural person who will be able to exercise the rights of Membership in the Membership application.

The application for Membership must be submitted in writing, by signing the EBA Membership Agreement. The EBA Board of Directors decides on the admission of new Members. There is no entitlement to Membership.

In case prospective Members aiming to join the EBA, bring in sufficient in-kind contributions, the EBA Board of Directors can discount the Membership fee or waive the fee as appropriate, based on the in-kind contribution of the prospective Members.

## **2. MEMBERSHIP RIGHTS AND OBLIGATIONS**

### **2.1 Generally**

Member agrees to pay the annual fees established for its Membership Class, if any, as set forth in Exhibit B hereto, as may be amended from time to time in accordance with the Bylaws. Member agrees to abide by other terms relating to the payment of fees, as further specified in Section 2.4 herein. Any FTEs contributed by Members to work on EBA projects will be fully compensated by Member and not by the European Blockchain Association except when the board has granted a special budget for the work on the basis of a milestone-based plan submission.

### **2.2 Compliance with Policies**

Members agree to abide by, and shall have all applicable rights and obligations as set forth in, the European Blockchain Association's bylaws, the European Blockchain Association's Intellectual Property Rights Policy (the "IPR Policy"), and all additional policies and procedures adopted by the European Blockchain Association, as may be amended from time to time in accordance with the European Blockchain Association's bylaws.

### **2.3 Compliance with Licences**

Members review, and agree to abide by, and shall have all rights and obligations as set forth in the European Blockchain Association's Intellectual Property Rights Policy (IPR Policy), as may be amended from time to time in accordance with the EBA's bylaws. Members agree to follow all licencing procedures as set forth in the European Blockchain Association's Intellectual Property Rights Policy, unless otherwise agreed to in accordance with the EBA's bylaws and IPR Policy.

### **2.4 Late Fees / Costs and Expenses.**

**2.4.1 Late Fees.** If a Member's payment of its annual Membership dues is not fully paid within sixty (60) days of its invoice due date, a late fee representing one percent (1%) of the delinquent Membership dues shall be added to such Membership dues, compounding monthly, commencing on the 31st day following invoice date. Additionally, if a Member qualifies for quarterly payment of its annual Membership dues (according to Exhibit B) and has not fully paid a payment within thirty (30) days of its invoice due date, a late fee representing one percent (1%) of the delinquent Membership dues shall be added to such Membership dues, compounding monthly, commencing on the 31st day following invoice date.

**2.4.2 Costs and Expenses.** Each Member shall bear all of its own costs and expenses related to Membership in the European Blockchain Association including, but not limited to, compensation payable to Member's employees and consultants that participate in the European Blockchain Association on behalf of Members, and all travel and other expenses associated with Member's participation in European Blockchain Association meetings,

conferences, and development projects. Except as otherwise set forth in this Agreement or in the Bylaws, Member understands and agrees that Member has no rights of reimbursement from the European Blockchain Association.

## **2.5 Publicity.**

**2.5.1 Press Releases.** A new Member shall assist the European Blockchain Association in publicly announcing such new Member's Membership therein within ninety (90) days of joining the European Blockchain Association. A Member may make public announcements or press releases concerning its own activities as a Member. Unless otherwise required by law, any press release concerning a Member made by the European Blockchain Association or another Member shall be subject to that Member's prior written consent. Once approved, the press release statement may be used by the European Blockchain Association and other Members for the purpose of promoting the European Blockchain Association (or such purpose as is designated in the Member's consent) and reused for such purpose until such approval is withdrawn with reasonable prior written notice. Any use of a Member's name shall be subject to the applicable usage guidelines of that Member.

**2.6 Use of Name.** Members agree to comply with the then current European Blockchain Association Copyright Guidelines.

## **3. TERM AND TERMINATION**

**3.1 Term.** The term of this Agreement shall begin on the Effective Date and, except as provided below, shall continue indefinitely subject to the rights of termination set forth in Section 4.2.

**3.2 Termination.** Member may terminate its Membership or be removed there from in accordance with the regulations of the bylaws. Upon termination of Member's Membership, this Membership Agreement shall terminate.

**3.3 Survival.** In the event of termination under Section 4.2, the following shall survive and remain in effect: Sections 2.3, 4 and 5. In addition, Member shall be obligated to pay all costs, expenses and dues that accrued prior to the effective date of termination.

## **4. GENERAL**

**4.1 Authority to Execute Agreement.** Member hereby represents, warrants and covenants to the European Blockchain Association that (a) it has the authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any agreement to which Member is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of Member, enforceable in accordance with its terms.

**4.2 No Other Licenses.** By executing this Agreement, Member neither grants nor receives, by implication, estoppel, or otherwise, any rights under any copyright, patents or other intellectual property rights of the European Blockchain Association or another Member.

**4.3 No Employment Relationship.** Nothing in this Agreement is intended to give rise to an employer-employee relationship between Member and the European Blockchain Association.

**4.4 No Warranty.** The European Blockchain Association and Member each acknowledges that, except otherwise agreed in writing, all information provided to or by the European Blockchain Association under this agreement is provided “as is” with no warranties or conditions whatsoever, whether express, implied, statutory or otherwise, and the European Blockchain Association and Member each expressly disclaim any warranty of merchantability, noninfringement, and fitness for any particular purpose with respect to such information.

**4.5 Limitation of Liability.** In no event will either the European Blockchain Association or Member be liable to each other or any other Member Third Party under this Agreement for the cost of procuring substitute goods or services, lost profits, lost revenue, lost sales, loss of use, loss of data or any incidental, consequential, direct, indirect, punitive, or special damages, whether or not such party had advance notice of the possibility of such losses or damages.

**4.6 Governing Law.** This Agreement shall be construed and controlled by German law without reference to conflict of law principles.

**4.7 Notices.** All notices or other communications to or upon any party shall be delivered to or at the addresses set forth on the signature page(s) hereto. For purposes of this Section, notice can include notice by written mail, electronic mail or by facsimile and shall be deemed served when sent; provided, however, that notice of a breach of this Agreement and notice of termination of this Agreement shall be given by overnight courier service or certified mail, return receipt requested. Either party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

**4.8 Complete Agreement; No Waiver.** Except with respect to the European Blockchain Association’s Bylaws , IPR Policy, Antitrust Policy, the Apache License 2.0 (if applicable), and any other policies and procedures that may be adopted by the European Blockchain Association from time to time in accordance with the Bylaws, this Agreement, including all attachments, sets forth the entire understanding of the European Blockchain Association and Member and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

**4.9 Amendment.** Member shall be given at least thirty (30) days prior written notice of the effective date of an amendment agreed to in accordance with the Bylaws. No amendments, modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by authorized representatives of the European Blockchain Association and Member. If Member does not agree to a modification to this Agreement that was approved in accordance with the Bylaws, this Agreement and Member’s Membership in the

European Blockchain Association shall be terminated. Amendments shall be prospective only unless otherwise agreed to by the Member and the European Blockchain Association.

**4.10 No Rule of Strict Construction.** Regardless of which party may have drafted this Agreement, no rule of strict construction shall be applied against either party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of this Agreement will continue in effect.

**4.11 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

**4.12 Compliance with Laws.** Anything contained in this Agreement to the contrary notwithstanding, the obligations of the European Blockchain Association and Member shall be subject to all laws, present and future, of any government having jurisdiction over the European Blockchain Association and Member including, without limitation, all export and re-export laws and regulations. It is the intention of the European Blockchain Association and Member that this Agreement and all referenced documents shall comply with all applicable laws and regulations.

**4.13 Headings.** The European Blockchain Association and Member acknowledge that the headings to the sections hereof are for reference purposes only and shall not be used in the interpretation of this Agreement.

**4.14 Assignment.** Member may not assign its rights or obligations under this Agreement without the prior written consent of the European Blockchain Association or as otherwise set forth in the Bylaws. For purposes of this Agreement, an assignment shall be deemed to include a transfer or sale of all or substantially all of the business of Member, or a merger, consolidation or other transaction that results in a change in control of Member.

**4.15 Force Majeure.** Neither the European Blockchain Association nor Member shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

**4.16 General Construction.** As used in this Agreement, the plural form and singular form each shall be deemed to include the other in all cases where such form would apply. "Includes" and "including" are not limiting, and "or" is not exclusive.

**4.17 Independent Contractors.** The relationship of the European Blockchain Association and Member established by this Agreement is that of independent contractors. This Agreement does not give either party the power to direct and control the day to day activities of the other, constitute the parties as partners, joint venturers, co-owners, principal-agent or otherwise participants in a joint or common undertaking, or, except as expressly provided

herein, allow either party to create or assume any obligation on behalf of the other for any purpose whatsoever.

**4.18 Order of Precedence.** Notwithstanding anything else to the contrary in this Agreement or in any other agreement entered into with the European Blockchain Association, in the case of the conflict between the terms of this Agreement and any other agreement except for the EBA's Intellectual Property Rights Policy, the terms of this Agreement shall control. Notwithstanding anything else to the contrary in this Agreement, in the case of the conflict between the terms of this Agreement and the terms of the EBA's Intellectual Property Rights Policy, the terms of the EBA's Intellectual Property Rights Policy shall control.

**4.19 Dispute Arbitration.** All Members including Members serving on the Board of Directors agree to binding resolution by the Blockchain Arbitration Forum in the case of disputes. Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Munich Germany. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the laws of Germany. If requested by one party duly in advance, the hearing shall take place via telephone conference.



## FEE SCHEDULE AND MEMBERSHIP CLASS SELECTION

All fees are in Euros

**EBA MEMBERSHIP CLASSES:**

Type of Membership	MEMBERSHIP FEES per year, in Euros	Check to indicate desired level of Membership
<b>1a) FULL MEMBERS w. Voting Rights - Legal entities (Startups, Corporations etc.)</b>	Startup: 2.500,- Small: 15.000,- (< 50 staff) Medium: 25.000,- (50 - 250 staff) Large: 50.000,- (> 250 staff) Consulting Firms: 25.000,-	
<b>1b) FULL MEMBERS w. Voting Rights - Natural persons</b>	2.500,- p.p.	
<b>2a) FULL ACADEMIC MEMBERS w. Voting Rights - Legal entities (Universities, Professorships etc.)</b>	2.500,-	
<b>2b) FULL ACADEMIC MEMBERS w. Voting Rights - Natural persons</b>	2.500,- p.p.	
<b>3a) HONORARY MEMBERS without Voting Rights - Legal entities</b>	No Membership fees	
<b>3b) HONORARY MEMBERS without Voting Rights - Natural persons</b>	No Membership fees	

BE SURE TO PLACE A CHECK IN THE TABLE ABOVE INDICATING YOUR DESIRED LEVEL OF MEMBERSHIP

The Fees may be amended from time to time in accordance with the Bylaws and shall, from the date of such amendment, replace the previously existing Fees. Any such change shall not require re-execution of this Agreement. If such amendment has been duly approved, Member agrees to payment of such Fees.

***Legal Entities (ONLY Membership Type 1a, 2a, 3a)***

Name of the Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Country: \_\_\_\_\_

Attention: \_\_\_\_\_

Name of the Representative: \_\_\_\_\_

Title of the Representative: \_\_\_\_\_

E-Mail: \_\_\_\_\_

GitHub Username (for Developers only): \_\_\_\_\_

Telephone: \_\_\_\_\_

Ethereum Address: \_\_\_\_\_

By signing this document, you agree that you have read the bylaws and agree with the governance process of the European Blockchain Association e. V.

Location, Date: \_\_\_\_\_

Signature: \_\_\_\_\_

***Natural Person (ONLY Membership Type 1b, 2b, 3b)***

Name of the Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Country: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

GitHub Username (for Developers only): \_\_\_\_\_

Ethereum Address: \_\_\_\_\_

By signing this document, you agree that you have read the bylaws and agree with the governance process of the European Blockchain Association e. V.

Location, Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## **Annex: Bylaws**

### **§ 1 Name, Registered Office, Fiscal Year**

1. The association bears the name "EUROPEAN BLOCKCHAIN ASSOCIATION" (hereinafter referred to as "association"). He is to be registered in the association register. After registration, he receives the suffix "e.V."
2. The club is based in Munich.
3. Fiscal year is the calendar year.

### **§ 2 Purpose of the Association**

1. The purpose of the association is the promotion of the exchange of opinions and experiences as well as the exploration of the potentials of Blockchain and Distributed Ledger Technologies (DLT).
2. The purpose is achieved in particular by:
  - Establishing contacts and networks in politics and administration - especially in Europe,
  - Organizing and initiating events and conferences,
  - Creation of knowledge bases for respective industry clusters,
  - Networking of knowledge from research and teaching with membership and business,
  - Creation of a virtual academy for know-how from the entire Blockchain or DLT area,
  - Establishment of industry standards,
  - Networking and matchmaking
3. The association is selfless and non-partisan; he does not pursue primarily self-economic purposes. Funds of the association may only be used for statutory purposes. The members receive no profit shares and in their capacity as members also no other donations from means of the federation.

### **§ 3 Membership**

1. Members of the Association may be natural or legal persons as well as professorships, universities and public or private law entities. The admission takes place after written application by the potential member and by confirmation of the executive committee.
2. The membership of the association requires the natural age of the majority of the member.
3. There are the following categories of members:
  - a. Full members with full voting rights
  - b. Academic members without voting rights
  - c. Academic members with full voting rights

- d. Honorary members without voting rights
- e. Honorary members with full voting rights

4. Membership is not transferable. The exercise of membership rights can not be left to another. Legal persons, professorships, universities and corporations must name the natural person in the application for membership, who should be able to exercise the rights of membership.

5. The application for membership must be submitted in writing. The board decides on the admission of new members. There is no entitlement to membership.

6. Membership ends by resignation, expulsion, death (natural persons) or by dissolution (legal persons) of the member or termination of the liquidation and the subsequent deletion in the commercial register.

7. Resignation from the association must be made in writing to a member of the management board and is possible in each case subject to a notice period of six months to the end of the calendar year.

8. A member can only be excluded for good cause. Important reasons are, in particular, conduct that harms the objectives of the association, violation of statutory obligations, the disclosure of information obtained by a member by the association to non-members (except third-party professional liability) or arrears of contributions due more than three months, The Executive Board decides on the exclusion.

The exclusion decision will be communicated to the member in writing by letter or e-mail to the last known address and will become effective with the dispatch. The member is entitled to appeal to the general meeting against the exclusion, which must be addressed in writing to the board within one month. The general meeting decides finally. The ordinary legal process is open against the decision.

9. Upon termination of membership, there is no entitlement to a share of the association's assets.

#### **§ 4 Organs of the Association**

1. Organs of the association are

- The general meeting
- The board

#### **§ 5 Rights and Obligations of the Members**

1. All members pay membership fees whose amount and due date are determined by the contribution regulations. For the year 2019 the defined contribution regulations apply. For the subsequent years, the membership fee is decided by the general meeting on the proposal of the executive board for the following financial year.

2. All members are entitled to participate in the events, elections and votes of the association, as well as the use of all other services under the statutory provisions.

This right is tied to the fulfillment of the contribution obligations.

3. Each member is obliged to inform the association about the change of the residential and registration address, e-mail address, mobile and fixed telephone number as well as the name immediately and unsolicited in writing. Costs incurred by the Association for such investigations must be reimbursed by the Member. The costs of legal action for the (judicial) assertion of claims against a member, which may be incurred by the association, are also to be reimbursed to the association.

## **§ 6 Board**

1. The executive committee consists of three members, namely the chairman and two deputy directors. The board has joint power of attorney. He forms the board within the meaning of § 26 BGB. The Executive Board, ie both the Executive Board and the Deputy Executive Board, are each consistently and at least exempted from the restrictions of § 181 BGB.

2. The association is represented by the executive committee in and out of court. He represents the club to the outside and decides on the principles of the work of the association, taking into account the purpose of the club.

3. The Executive Board is elected by the General Assembly for a term of five years. The board elected at the founding meeting is elected for the same duration. Re-election is permitted. Until a new election, the board remains in office.

4. The board manages the affairs of the association and performs all administrative tasks:

- Preparation and implementation of the events of the association, the publication of its information resources and communications,
- Conclusion of leases for premises etc.,
- Convocation and preparation of the general meeting; the direction of the general meeting,
- Accounting, preparation of the annual report and the fulfillment of related statutory and regulatory obligations
- Issuing of orders as well as the conclusion and the termination of labor, works and other contracts, which are concluded with third parties to assist in the fulfillment of the statutory duties of the association,
- Admission and participation in the exclusion of members.

5. The executive committee sets itself rules of procedure.

## **§ 7 General Assembly**

1. The General Assembly meets at least once a year at the invitation of the Executive Board, but for the first time in the calendar year 2019. An Extraordinary General Meeting shall be convened if the Executive Board resolves the convocation for urgent and important reasons. All members of the association are entitled to participate in the general meeting.

2. The General Assembly shall be held by the Executive Committee with a notice period of at least two weeks calling the agenda. The deadline begins with the day following the dispatch of the letter of invitation or the invitation e-mail. The letter of invitation shall be deemed to have been received by the member if it has been addressed to the address last notified to the representative board. As an invitation, sending an e-mail to the last known e-mail address of the member is sufficient.

3. The General Assembly decides in particular:

- a. Election and discharge of the Executive Board.
- b. Determination of membership fees and resolution of the contribution regulations.
- c. Acceptance of the reports of the Executive Board.
- d. Resolution on motions to the general meeting.
- e. Resolution on amendments to the Articles of Association.
- f. Dissolution of the association.

4. Each duly convened General Assembly has a quorum. All decisions are taken by a simple majority of the voting members present. Amendments to the statutes require a majority of three-quarters of those present, as well as decisions on the change of the purpose of the association or the dissolution of the association. They can only be taken if they have been previously announced in the written invitation in the text. The general meeting of the association is to be followed. For the accuracy of the protocol draw the secretary and session leader.

5. In principle, all elections and votes are held by show of hands. In case of a tie, both directors have double voting rights.

6. The General Assembly elects the members of the Executive Board individually and with a simple majority of the members present. If there is a tie, another ballot takes place. If there is a new tie, the lot decides.

## **§ 8 General, Entry Into Force of the Statutes**

1. The General Assembly grants the Executive Board the right to pass amendments to the statutes that are required by official bodies (district court, tax office or others) within the scope of their competence. These changes must not significantly change the purpose of the association nor limit the rights of its organs and members.

2. The statutes enter into force with their first entry in the register of associations. Before that, the statute in the current version applies.

## **§ 9 Remuneration**

1. Running costs: The running costs such as postage and communication fees, office supplies, rent and office costs, travel expenses, etc. covers the association from the membership fees or reimburses the association to that board or third party against evidence, if they have interpreted such costs.

2. Service contracts: The Board may, if necessary, taking into account the economic capacity of the Association and the need to decide that certain activities (such as office work, etc.) be exercised for a fee on the basis of a service contract or payment of a lump-sum allowance. With regard to these decisions, the Executive Board is authorized to pass resolutions in accordance with the above-mentioned rules.

3. Fees to third parties: The Management Board may, if necessary and taking into account the economic circumstances, award pecuniary orders for activities for the association to third parties for a fee. These include, but are not limited to, public relations, event organization, advertising and legal activities. Should the board consider other activities of third parties to be of relevance in accordance with the purpose of the association, their assignment is also at the discretion of the board, taking into account the purpose of the association. With regard to these decisions, the Executive Board is authorized to pass resolutions in accordance with the above-mentioned rules.

4. Reimbursement of expenses: The Board and the members of the association, which have expenses for their club activities with the consent of the board, such as travel expenses, postage and telecommunication costs, paper or printing costs, etc., can submit these to the board for reimbursement of costs. At the discretion of the board, these are settled if they correspond to the purpose of the association and are judged necessary by the board. This does not include costs of members, in connection with the participation of the General Assembly or the exercise of simple

Membership rights and duties are related. The Management Board is authorized to pass resolutions in accordance with the above-mentioned rules.

5. The costs associated with the purpose of the association shall be reimbursed to the Management Board against receipt insofar as it has been disbursed.

6. The Management Board receives a remuneration. Further details are set out in the rules of procedure of the Management Board.

7. The liability of the Management Board is limited to intent. The board is not liable for negligence and gross negligence.

## **§ 10 Data Processing Clause**

The member agrees with its accession that all personal data disclosed or become known within the framework of the membership may be stored, processed and used by the association exclusively in strict connection to the purpose of the association.

Each member agrees that the name, address, e-mail, telephone and fax numbers of members as well as members of tax advisory and legal professions, which are required to professional secrecy, may be disclosed and allow them to use the same, solely in the interest of orientation on the purpose of the association to promote and support the implementation of the association's goals.



## **§ 11 Severability Clause**

Should individual provisions of these Articles of Incorporation be wholly or partially ineffective or unenforceable or become ineffective or unenforceable as a result of changes in the legislation after the conclusion of the contract, the remaining provisions and the validity of the Articles of Association as a whole remain unaffected. The invalid or unenforceable provision shall be replaced by an effective and enforceable provision that comes as close as possible to the meaning and purpose of the invalid provision. If the articles of incorporation prove to be incomplete, the provisions which correspond to the meaning and purpose of the contract and would have been agreed upon in the case of being taken into consideration shall be deemed agreed.