

## **RChain Europe BYLAWS DRAFT V.5 including Suggestions/ Corrections by PkmG**

### **§1 Name, registered office, purpose, financial year**

(1) The name of the cooperative is RChain Europe eG.

(2) The registered office of the cooperative is Berlin.

(3) The purpose of RChain Europe is to provide its members discounted access to a decentralized, public computation platform and decentralized apps that support organisations (especially coops) and individuals leveraging their digital services. RChain Europe will support the development of on-chain tools for governance and online communications that promote collaboration at scale. In doing so, RChain Europe promotes the profitability of its members' businesses.

(4) The purpose of the cooperative shall be fulfilled by:

- Development of blockchain-based services and tools for the governance of online ID services and the joint management of organizational requirements.
- Development of blockchain-based services and tools for online communication.
- Consulting and coaching for members as well as the provision of tools such as member registration for decentralized platforms, ID verification, member databases, data protection preferences as well as gauging member sentiment.
- Imparting knowledge, offering networking activities to members and raising their awareness of the basic values of the cooperative and the coop community.

(5) The following measures are intended to achieve the objectives of the cooperative, among others:

- RChain Europe members receive an annual discount on the fees they spend. The members are oriented towards the economic goal of networking with other members and organisations via the platform in order to establish cooperation, share resources and increase competitiveness.
- RChain Europe members can propose and vote on the development of tools and services. The development of tools and services are commissioned outside the cooperative. These tools and services will be available to RChain Europe members at a discounted membership price.
- RChain Europe members are supported in the conception and implementation of their digital products and services in the form of consulting and support.
- RChain Europe members have access to workshops and networking events that promote the development of an ecosystem of platform cooperations and facilitate knowledge transfer and continuous professional development of members.

- RChain Europe uses the technical infrastructure of RChain Coop US via a distribution model. Members of RChain Europe and RChain Coop US have equal access to the technical infrastructure, software products, governance tools or consulting services of both cooperatives. The conditions under which members of RChain Coop & RChain Europe may access tools and services are set out in the distribution agreement.
- RChain US provides the technological platform (RChain Blockchain), while RChain provides EU governance services related to the control of the Blockchain.

(6) Pursuant to § 1 para. 2 GenG, the cooperative may invest in companies and establish branches.

(7) Transactions with non-members are permitted.

(8) The financial year is the calendar year. The first business year begins with the foundation of the cooperative and ends at the end of the calendar year in which the foundation took place (short business year).

## **§2 Shares, payments, reserves, additional payments, refunds, limitation periods**

(1) The share of RChain Europe amounts to 100 Euro. It must be paid in full immediately.

(2) Members may acquire up to 100 shares.

(3) Cooperative shares can be acquired through contributions in kind.

(4) For the provision of its cooperation and network offers as well as the provision of general development services, the cooperative may charge its members a current contribution which may not exceed an amount of EUR 1000,00 per year. Further details are laid down in the Membership Fees Regulations, which are to be adopted by the General Assembly.

(5) When preparing the annual financial statements, a legal reserve must be formed. It serves exclusively to cover a net loss. It is formed by an annual allocation of at least 5 % of net income plus any profit carried forward or less a loss carried forward as long as the reserve does not reach 10 % of the balance sheet total.

(6) In addition to the statutory reserve, a different retained earnings reserve (investment reserve) shall be formed to which at least 10 % of the net income plus any profit carried forward or less any loss carried forward must be allocated annually. The General Meeting decides on the use of the investment reserve.

(7) The profit or loss for the financial year resulting from the adoption of the annual financial statements for the members shall be distributed among them. Distribution for the first financial

year is based on the ratio of their contributions made to the share, for each subsequent year on the ratio of their credit balances determined by the write-up of profit or the write-down of loss at the end of the previous financial year. The profit is written up as long as the shareholding is not reached. The prize will not be paid out until a credit balance reduced by a loss has been replenished.

(8) The members are not obliged to make additional contributions.

(9) The General Meeting shall decide on a cooperative reimbursement pursuant to § 22 KStG on the proposal of the Executive Board when adopting the annual financial statements for the financial year for which the cooperative reimbursement is granted.

(10) Claims for payment of winnings, reimbursements and dispute credits become statute-barred two years after the due date. Amounts which have become statute-barred are transferred to reserves.

### **§ 3 General Assembly**

(1) The members exercise their rights in all matters of the Cooperative in person and at the General Meeting.

(2) The General Meeting shall be convened by the Chairman of the Supervisory Board (§ 5) by direct notification of all members in text form. Invitations must be issued at least four weeks prior to the General Meeting and additions and changes to the agenda at least two weeks prior to the General Meeting. Notifications shall be deemed to have been received if they are sent two working days prior to the start of the period.

(3) The General Meeting shall be chaired by the Chairman of the Supervisory Board. If he is unable to attend, the General Meeting shall appoint the chairman of the meeting.

(4) The General Assembly has a quorum if at least half of the members are present or represented.

(5) Resolutions shall be passed by a majority of the votes cast and recorded in accordance with § 47 GenG, unless higher majorities and other requirements are prescribed by law or the Articles of Association.

(6) Each member has one vote.

(7) Members may also pass resolutions in writing. To initiate the adoption of a resolution, the Chairman of the Supervisory Board sends the proposed resolution to the members, stating a

deadline. The period within which members may submit their written votes to the Chairman of the Supervisory Board may not be less than 14 calendar days.

After the votes have been counted, the Chairman of the Supervisory Board informs all members in writing of the results. The majority and participation requirements applicable to attendance meetings apply accordingly.

(8) For purposes of evidence, minutes shall be taken of the written resolution, which shall be signed by the Chairman of the Supervisory Board. The minutes shall be forwarded to the members.

(9) The members may be represented by proxies (§ 43 para. 5 Genossenschaftsgesetz).

(10) The General Meeting decides on matters provided for by law and the Articles of Association, in particular also on all types of real estate transactions, the acquisition or sale of companies and participations as well as on investments of more than one hundred thousand euros or continuing obligations with an annual subscription of more than ten thousand euros.

(11) The General Assembly may adopt its rules of procedure by a majority of three-quarters of the votes cast.

(12) The members of the cooperative may demand that an extraordinary general meeting be convened, stating the purpose and reasons. This requires the approval of at least one tenth of the members.

#### **§ 4 Management Board**

(1) The board of RChain Europe consists of three board members (president / chairman, treasurer and secretary). The cooperative is jointly represented by the members of the Executive Board in and out of court.

(2) As a rule, each board position is elected for a period of one year. Re-election is permissible. For terms of office longer than one year, the General Assembly decides on the election of the respective board member.

(3) The Board of Management is quorate if at least two members of the Board of Management, including the Chairman, are present and passes its resolutions by a simple majority of votes. § 3, subparagraph 7 shall apply accordingly, subject to the proviso that the deadline for voting may not be less than three working days.

(4) An employment contract with the Executive Board is concluded by the Supervisory Board (§ 5) and with the approval of the General Meeting.

(5) The Executive Board is responsible for managing the cooperative. It may adopt rules of procedure requiring the approval of the General Meeting. In the cases provided for by law, the Articles of Association or the Rules of Procedure, the Board of Directors requires the approval of the General Meeting.

## **§ 5 Supervisory Board**

(1) The Supervisory Board shall consist of at least three and at most five members, who shall be elected by the General Meeting for a term of two years.

(2) The Supervisory Board shall elect a Chairman from among its members.

(3) The Supervisory Board constitutes a quorum if at least three of its members, including the Chairman, are present and passes its resolutions by a simple majority of votes. § 3, subparagraph 7 applies accordingly, provided that the deadline for voting may not be less than five working days.

(4) The Supervisory Board represents the cooperative in and out of court vis-à-vis the members of the Management Board and performs the tasks assigned to it by law.

## **§ 6 Termination of membership, exclusion, disputes**

(1) The period of notice for membership is three months to the end of the financial year.

(2) The dispute between a retired member and the Cooperative shall be based on the adopted annual financial statements; in determining the dispute credit, losses carried forward not covered by reserves shall be taken into account proportionately.

(3) The member who has left the Supervisory Board shall be paid the credit balance within six months after leaving the Supervisory Board. In the event of a dispute, the Cooperative shall be entitled to set off the claims due to it against the retired member against the credit balance to be paid out. The member has no claim to the reserves and other assets of the cooperative.

(4) Members who do not make use of the services of the cooperative or cause damage to the cooperative may be excluded.

(5) The members are obliged to inform the Cooperative of their address. Non-accessible members can be excluded.

(6) The board decides on exclusions. An appeal against exclusion decisions may be lodged with the General Meeting within two weeks of its dispatch (exclusion period). Only after the decision

of the General Assembly can the exclusion be challenged in court. The exclusion of board members or supervisory board members is decided by the general meeting.

### **§ 7 Place of jurisdiction**

The place of jurisdiction for all disputes between the member and the cooperative arising from the member relationship is the registered office of the cooperative.

### **§ 8 Announcement**

Announcements, the publication of which is prescribed in a public journal, are made under the name of the cooperative and the name of the body from which they originate in the Federal Gazette.

Berlin, DD.MM.YYYY

The founding members:

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