

## **Statute of the Private Non-profit Company**

### **“THE GREEN TANK PRIVATE NON-PROFIT COMPANY”**

#### CHAPTER A

#### ESTABLISHMENT-SEAT-PURPOSE-DURATION

##### **Article 1<sup>st</sup>**

##### **Name**

A Private Non-profit Company is established under the name “The Green Tank PRIVATE NON-PROFIT COMPANY” and the distinctive title “The Green Tank” or “Green Tank” and in Greek translation “Η Πρόσπινη Δεξαμενή”.

For the transactions of the Company with the rest of the world, the name and distinctive title above may be used in accurate translation in any language or they will be written in the above Latin or Greek characters.

The Company is an independent legal person and governed by the provisions of articles 61 et seq. and 741 et seq. of the Civil Code which are appropriate for the type of the Company, that is they concern private companies, of a public benefit, non-profit nature which do not distribute any profits from their activity to the partners and any provisions of the law which are appropriate for its type and purpose.

The phrase that describes the activities of the Company is the following: “Policy solutions for a sustainable future”.

## **Article 2<sup>nd</sup>**

### **Seat**

The seat of the Company is set at the Municipality of Athens, of the Regional Unit of the Central Department, in the Region of Attica.

The Company, by a unanimous decision of the partners, that is without an amendment of the statute, may transfer its offices to another address, within the Regional Unit of its seat or within another in the Region of Attica.

Also the Company may, by a decision of the meeting of partners taken by the increased majority of three quarters ( $\frac{3}{4}$ ) of the partners, establish branches, offices or other forms of secondary facility or facilities to assist its activities abroad.

The Company sues and is sued for all its disputes in Greece and before the Courts of Athens even for the disputes where a private jurisdiction is created according to the Code of Civil Procedure.

The company may be transferred, by a decision of the General Meeting of the partners taken by absolute majority, to another country of the European Economic Area without being dissolved, provided that this transfer is accepted and acknowledged by the legal order of this country.

## **Article 3<sup>nd</sup>**

### **Duration**

The duration of the Company is unlimited, that is the company is of an indefinite duration and it commences from the appropriate publication of this statute or its summary to the competent GCR service.

The meeting of the partners may decide to set the duration of the Company as definite by its decision, taken by a majority of three quarters ( $\frac{3}{4}$ ) of the number of partners.

## **Article 4<sup>th</sup>**

### **Purposes**

**I)** Purpose of the Company in general is the protection of the environment, tackling climate change and promotion of sustainable development.

**II)** The purposes of the Company, after the issue of any necessary authorizations by the competent authorities, are **specialized** also regarding the following:

1) preparation, formulation, projection, recommendation, publication and implementation of documented proposals and studies regarding the three-fold of sustainable development: environment, economy, society, focused without limitation to: a) the maintenance of biological diversity, the sustainable management of natural resources and ecosystems, b) tackling climate change, decarbonization, shifting to renewable energy sources, energy efficiency, energy saving, c) adaptation to climate change, d) transition to sustainable economy, e) promotion of social welfare and coherence and f) improvement of quality of life for citizens,

2) preparing studies and researches for the institutional and legal framework of policies for the protection of the environment and their implementation or not within the country or elsewhere, even making proposals for better implementation and reform of the existing institutional and legal framework for the protection of the environment,

3) scientific research and participation in research programs regarding the environment, climate change, sustainable development and other such relevant themes in Greece or abroad,

4) training of organization members and any natural person who express interest to engage in the purposes set out herein,

5) organization of conferences, workshops, seminars, events and lectures of educational content, reports regarding the scope of responsibility and activity of

the Organization, as well as publication of studies and researches regarding the purposes of the Company,

6) organization of activities so that bodies with similar purposes with the Company contact the public and present their work and activity,

7) undertaking of common activities with other associations, bodies, public or private bodies and companies at a local, regional, national and international level,

8) cooperation with education institutions, education organizations and any other interested party or even creating individually educational and training programs regarding the purposes pursued by the Organization set out herein,

9) provision of advisory, training and support services to existing organizations or associations of persons, regardless of their legal form, public or private organizations and in general persons who pursue and implement interventions which are relevant to the activities of the Organization,

10) provision of advisory and support services to organizations and associations of persons to be established, regardless of their legal form, which have similar purposes with the Organization,

11) development of activities of collective and social benefit, such as cooperation in meeting the needs of the members of the Company and its beneficiaries and of course of the citizens of the country, by formulating equal production relationships, creating stable and decent work positions, reconciliation of the way of life with the environment,

12) enforcing the financial activities of the Company and consequently enhancing the resulting social benefit through the horizontal and equal networking of the beneficiary Organizations and bodies of it, and also through the networking of the Company with other organization in Greece and abroad,

13) organization of voluntary public benefit activities and interventions at a local or national or international level, with participation of the members of the Organization and beneficiaries, having as their main but not exclusive purpose the protection of the environment, the interconnection of the beneficiaries with the local community, the enforcement of the social fabric, the development of social responsibility and their active social engagement,

14) promotion of creativity, innovation, new and traditional practices, techniques and technologies for the protection of the environment,

15) creation of a network of people who provide primary, secondary or higher education to the country or abroad in subjects related to the purposes of the Organization,

16) production and co-production, development and exploitation of television and other audiovisual productions or music, broadcasting, internet, movies and other kinds of production, even of internet platforms on subjects related to the activities of the Organization,

18) creation of an international network of organizations having similar purposes with this Organization, under common auspices, as an international organization, even networking of these organizations in any way, even by an internet platform of communication, in order to communicate the opinions, education methodology and the practices of the Company, as well as the ideas it stands for and promotes,

19) establishment and management of voluntary groups in Greece and abroad inspired by the purposes and principles of the Organization,

20) participation and development of human networks and solidarity institutions as well as participation in national and international operations of humanitarian and development support,

21) achievement of cross-border cooperation and support of European or international institutions or organizations based on the protection of the environment, tackling of climate change, education, sustainable development, culture and any other form,

22) issue and distribution to partners, members or the public of a magazine or other printed or electronic material related to issues similar to the purposes of the Organization.

For the achievement of its purposes, ***that is as means for the achievement of its purposes***, the Company may exploit its logistics and personnel infrastructure, the experience and knowledge of its members as well as of other people who have relevant knowledge and experience, participate in other companies, organizations and federations of any kind which pursue the same or similar purposes and proceed in general to any appropriate at its discretion required action. Specifically it may:

A. Participate in any operation in Greece or abroad, in any Company or enterprise with the same or similar public benefit purpose, of any company form, even with social cooperative enterprises (S.C.E.) of a similar purpose, to establish subsidiaries within the country and abroad, to divide in two or more companies, to separate its branches of activities or departments, etc.

B. Establish offices, laboratories, branches, warehouses and other facilities anywhere in the country and abroad.

C. Represent other domestic and foreign enterprises.

D. Cooperate with any natural or legal person in Greece or abroad in any way (employment agreement, works contract, voluntary work agreement) and in any form of cooperation for the achievement of its purposes.

E. Organize training courses, individually or in cooperation with other specialized organization or collectivities referring to or related to its purposes.

F. Create a website, manage it and project the Company and its operations in any way on the internet or other media.

G. Loan, borrow, lent, hire out, acquire the ownership, rent or lease from/to third parties or its partners, or its members, machinery, real estate, items or equipment relevant to the purposes and its activities.

- H. Cooperate with public or private educational and technological institutions, of all degrees, for the invitation and participation of the beneficiaries, and even of their teachers in workshops, seminars, presentations and provide any kind of training or information material.
- I. Preparing studies and researches on any subject related to its activities.
- J. Engage in the preparation, submission of proposals and plans for financing by private or public, national or international bodies, as well as to support, execute, conduct and implement them.
- K. Organize cultural events, lectures, conferences, exhibitions and in general conduct all related to its purposes events.
- L. Have access to any National or International Finance, Business or Development Institution or cooperate in any way with the Local authority of any degree, Legal persons governed by public or private law and in general any body of the State to achieve its purposes.
- M. Research, study and/or implement educational projects and in general any kind of program related or referring to its purposes.
- N. Produce and distribute printed and electronic communication material.
- O. Organize and implement exhibitions of any kind, visual art, photography, videos, games, matches, theatre plays, etc. or participate in such activities.
- P. Create a lending library and information center.
- Q. Pursue the networking, at a national and international level, co-working and development of cooperation, mutual respect and trust relationships with any legal person, national or international, for the achievement of its purposes, cooperate with the local authority of any degree, Legal persons governed by public or private law and in general with any body of the State, other bodies, non-governmental organizations, schools, children's workshops (theater, creational activities, etc.), associations, museums, institutions, cultural places, educational places, athletic spaces, companies with similar purposes, university networks, cooperatives, chambers, volunteers, in order to exchange know-how, submit and implement common programs and proposals related to the purposes of the Company.



R. Plan, participate, organize, present, implement broadcast, television, movies, internet or other, of a similar type, productions related to its purposes.

S. Provide advisory services for the planning, implementation, management of projects related to the purposes of the Organization.

T. Train and educate the members of the Company or third persons through their participation and active engagement in the activities of the Company, as well as organize training courses, seminars and any other training activity related to its purposes.

- U. *Engage in any kind of economic activity, such as distribution of products or provision of services related to its purposes and operations to third persons, even for remuneration for its economic survival, the financing of its purposes and its operation in general.*

V. For the achievement of its purposes the Company may proceed to any other act or operation which enforces its work and submit proposals in order to participate in relevant programs, both in Greece and abroad to secure the resources needed, the exploitation of Community aid, of intraregional and intra-municipal, community, international programs or other economic resources- programs.

W. Participate in legal persons of secondary or higher legal persons either by establishing or participating in them after their establishment with the same or similar purposes.

*The aforementioned listing of the purposes and their means of achievement is indicative and not exclusive.*

## **Article 5th**

### **Contributions - Capital**

For the achievement of the corporate purpose, the partners agree to contribute to the Company the total amount of five hundred euros (500 €), which was equally paid by the Ordinary members – partners, that is each partner contributed the amount of two hundred and fifty euros (250 €).

## CHAPTER B

### MEMBERS – REGISTRATION – WITHDRAWAL – DELETION – OBLIGATIONS – RIGHTS

## **Article 6th**

### **Members**

1. Any of the following can become member of the Company:

- a) Any natural person inspired and moved by its principals and purposes.
- b) any legal person sharing the same principals and wishing to combine its social activity with the purposes of the Company, provided that the restrictions possibly established by law or this statute are complied with.

2. The members of the Company are divided to Ordinary (partners) - Extra-ordinary and Honorary.

The Extra-ordinary membership is acquired by sponsors, friends, supporters, natural or legal persons who all can, according to the opinion of a member of the Company, contribute in the pursuit of its purposes.

The Extra-ordinary membership is acquired by a written expression of interest of the candidate and its registration in the relevant register of “Friends – Extra-ordinary- Honorary Members” kept by the Company. This selection can be reversed by the General Meeting (G.M.) following a proposal by 1/5 of its members and a majority of 2/3 of the total G.M..

By an application the candidate Extra-ordinary Member may acquire ordinary membership by declaring that he/she is willing to undertake duties by offering voluntary work for a certain purpose or purposes of the Company.

The Ordinary membership is acquired by an Extra-ordinary member following the submission of a relevant application and the approval by the G.M. and amendment of this statute by his/her inclusion and acknowledgment as partner of the Company.

Persons that have offered excellent services for the pursuit of the purposes of the Company and contributed significantly in the advancement of its purposes are declared Honorary members following a decision by the G.M..

3. The Ordinary members (partners) are entitled to participate in the General Meetings of the Company, to vote and to stand for their election in the bodies of the Company.

The Extra-ordinary and Honorary members don't have voting rights and the rights to elect and to be elected, they participate however in the General Meetings where they can speak and express their opinion.

The Extra-ordinary and Honorary members are automatically deleted upon their written application to the Company, in which case they are immediately deleted from any register of the latter.

### **Article 7th**

#### **Registration of Ordinary Member/ Partner**

For the registration of a new Ordinary member (partner) in the Company, following its establishment, a submission of a written application to the General Meeting is required and this superior body decides on its acceptance, at its first, following the submission of the application, meeting.

### **Article 8th**

#### **Relationship of partners with the Company**

The Members of the Company may be employed by it, get paid for the work or service provided and have the rights and obligations arising from the labor legislation, subject to this statute and the provisions of the law.

The Members of the Company, Ordinary, Extra-ordinary or Honorary may be employed with a relationship of dependent or independent provision of services to the Company under the following terms and conditions:

- The decision for the contract and the person selected by the General Meeting of the members (G.M.) is taken without the participation of the person contracted by the Company in the possible voting. The General Meeting of the partners, following the convention of the G.M. decided by at least 1/3 of its members and following a majority decision of at least 2/3 of its members, without taking into account any vote of the member concerned, rejects or accepts the request of the member for employment by the Company.
- The G.M. performs the control and supervision of the project or work delivered by the person, without him/her participating in the relevant works of the G.M..
- The contract should not violate the affectio societatis of the Company, that is the powers and obligations of the partner – member should not be identical with the obligations undertaken by him/her by the present special company agreement.
- The work provided should not be included in the corporate contribution provided by him/her and should not be contrary to the provisions of the statute of the company.

*An Extra-ordinary Member or third person may provide Voluntary Work only if he/she is registered in the relevant register of volunteers of the Company.*

The provision of services for the purposes of the Company by its members who do not have an employment relationship (or working relationship) with it takes place pursuant to articles 713 et seq. of the Civil Code, as applied for unremunerated agency subject to this statute and provided that no provision of law is violated.

In support of the above, it is agreed that the corporate contribution (affectio societatis) of the partners – Ordinary members consists of the unremunerated provision of services related to the projection of the Company to third persons in Greece or abroad in any way and means, the advertisement of it, and, in general, they undertake to provide public relation services without remuneration to the Company each for at least 3 hours a week.

*The included in the previous provision unremunerated services of the partners are the minimum compulsory contribution to the Company and at his/her discretion each partner may provide without remuneration more services than the aforementioned minimum limits.*

## **Article 9th**

### **Withdrawal and deletion of Ordinary member**

1. The members are entitled to leave, provided that they have submitted a written statement to the General Meeting at least three (3) months prior to the expiry of the accounting year.

2. A member is deleted following a decision of the General Meeting taken by the increased majority of three quarters ( $\frac{3}{4}$ ) of the partners representing at least three quarter ( $\frac{3}{4}$ ) of the shareholdings in case he/she conducts a serious violation of the obligations arising from law and this statute and his/her conduct prejudices the interests of the Company. The deletion, in case of absence of the member from the works of the General Meeting is communicated by a notification to him/her of an extract of the decision of the General Meeting including compulsorily the reasons for the deletion.

Within a deadline of (1) year from the notification of the relevant decision, by any effective means, even by e-mail, the member deleted may challenge the decision before the competent Court.

The loss of membership is effected on the day of publication of the final decision rejecting the appeal or on the day that the deadline for appeal expires.

3. Corporate contributions are not returned to the members leaving or deleted in any case, even if such contribution was not used for covering damages that have occurred in the past.

## **Article 10th**

### **Obligations of Ordinary members**

1. The members of the Company have the following obligations:
  - a) To participate in the activities, to cooperate regarding the operation of the Company and to abstain from acts that prejudice its interests.
  - b) To comply with the provision of the Statute, to follow the decisions of the General Meeting and to protect its interests.
2. The Ordinary members (partner) are liable for the debts of the Company against third parties, each of them severally and up to the amount of his/her corporate contribution.
3. Each new Member is required to pay in addition to the amount of the annual contribution applicable at the time of his inclusion, a lump sum amount, which will be a registration fee, the amount of which will be determined by the General Meeting, which will be the only body to decide its adjustment.
4. Ordinary members (partners) following a relevant decision by the General Meeting, are required to pay their proportion of the amount which may be required for the coverage of its damages.
5. Members pay a contribution each year, the amount of which shall be determined by a decision of the General Meeting, which will be taken by a simple majority of the partners.
6. All are required to provide without remuneration, as corporate contribution, services to the Company related to its projection to third parties in Greece or abroad in any way and means, its advertisement and in general they undertake to provide without remuneration public relation services.
7. The membership of a natural person (Ordinary (partner), Extra-ordinary or Honorary) does not give him/her commercial status and does not create insurance or tax obligations and relations.

## **Article 11th**

### **Rights of Members**

1. *The Ordinary members (partners) of the Company are entitled to participate in the General Meeting with one (1) vote, regardless of the shareholdings they may hold or their value, and also to elect and be elected at the bodies of the Company under the terms of this statute and the law.*
2. Each Member has the right to require information for the course of the affairs of the Company and to receive copies of the minutes of the General Meeting, as well as of any other relevant document.
3. The Members of the Company may be employed by it, get paid for the work or service provided and have the rights and obligations arising from the labor legislation, subject to this statute and the provisions of the law.
4. The provision of services for the purposes of the Company by its Members who do not have an employment relationship with it, is made pursuant to articles 713 et seq. of the Civil Code, as applied for unremunerated agency subject to this statute and provided that no provision of law is violated.

## CHAPTER C

### RESOURCES SHAREHOLDING

## **Article 12th**

### **Resources – Prohibition of distribution of profits.**

**A.** For the realization of the purposes of the Company, the set up of a property will be pursued which will also consist, in addition to the initial contribution of the original partners, of:

- the contributions of the existing partners, which will constitute the annual fee of each partner, the payment of which will not constitute an increase of the initial contribution and it is determined hereby at the amount of one hundred euros (100€). The amount of the annual contribution may be amended by a decision of the General Meeting of the Company.
- the monthly contributions of the members, as these are determined by the General Meeting of partners and are set out today at the monthly amount of ten euros (10€).
- the registration contribution (registration fee), which will be paid by the new partners, the payment of which though will not constitute an increase of the initial contribution.
- donations, heritages, legacies or sponsorships by third persons, domestic or foreign, bodies and organizations, domestic or foreign, and any other legal revenue accepted by a decision of the General Meeting of the Partners.
- grants, contributions, subsidies by national or international organizations, the European Union, private or public institutions or any national or international fund or organization.
- amounts collected by third parties who receive the services of the Company or purchase products offered to the public by the Company which will contribute to the expenses of its operation and the pursuit of its public benefit purposes.
- donations, licenses, publications, revenue from events, publications, etc.
- internet donations or supports of any kind to the Company, collection of financial resources through crowd funding etc.
- exploitation of the property of the Company.
- supports, special contributions and funding by public or private legal persons or bodies and organizations, domestic or foreign and any other *legal* revenue accepted by a decision of the General Meeting of the Partners.
- revenue from the sales of publications of study or research work made by the Company or from the cultural events, banquet speeches, advertisements, publication of printed material (newspaper, magazines, etc.), lottery.
- extra-ordinary supports, fees or sponsorships by members or third persons.



- revenue from the creation and implementation, of studies, researches and programs, either as a partner, or as the main beneficiary in European, national, or international development or research programs which are compatible to the purposes of the Company.
  - revenue from the supply of toys, training programs, publications, memorabilia or other material which are compatible to the purposes of the Company.
  - Any other legal revenue approved by the General Meeting and on the express condition that any supports and in general financial or in kind offers to the Company are accepted under the condition that they do not create different from the purposes of the company obligations or dependence to third persons.
- B.** Given that the Company is non-profit, no distribution of profits to the partners is allowed, during its operation.
- C.** The resources of the Company are used during its operation for the achievement of its purpose and for the expenses of its operation.
- D.** The Manager/Managers are not entitled to remuneration for such offered service and participation in the activities of the Company. They are only entitled to cover their necessary expenses/costs, which they paid on their own for actions to which they proceeded in the name and on behalf of the Company, subject to the legality of such actions and their relevance to the work and purposes of the Company. For any other conclusion of work or provision of service to the Company the provision of the relevant article hereof are applied (article 8).

### **Article 13th**

#### **Shareholding and its legal nature**

The initial total contribution of the Company will be formulated by the contributions of the partners and is set at the amount of five hundred euros (500€), with each shareholding having a nominal value of two hundred and fifty euros (250€) each, that is in total to be divided in two (2) shareholdings. Therefore, the founding Members hold their shareholdings, according to their contribution, as follows:

- The partners contributed to the Company the amount of two hundred and fifty euros (250€) each and they hold one shareholding.

Every new Member is registered through a compulsory corporate fee the amount of which is set hereby to fifty euros (50€), which can be adjusted by a decision of the General Meeting of the partners.

The shareholding is indivisible.

The transfer of the shareholding is made only to a new member in writing only following the consent of the G.M.· the withdrawal of a partner or the termination by him/her of the Company is automatically considered as his/her withdrawal and in case that, after his/her withdrawal the Company becomes a single-member company, then, within the deadlines set by law for partnerships, the remaining partner must find a new (co-)partner for the continuance of the Company.

All transfers of shareholdings are registered with the GCR, without the amendment of the statute being required, unless required by the GCR service or any other competent service.

The shareholding and the products manufactured by the members after their delivery to the Company for distribution, processing and treatment, are not subject to seizure for debts of the members to third parties. Also a garnishee order on the Company as third party is not allowed, for money received from bank institutions as loan on behalf of its member and claims for benefits in kind of the Company to its members.

## CHAPTER D

### Administration bodies – Method of Administration

#### **Article 14th**

#### **Administration bodies**

The Administration bodies of the Company are:

A) The General Meeting of the members (GM)

The total of Ordinary members (partners) shall be referred to in this statute as the “General Meeting of the Members” or the “General Meeting of the Partners”

B) The Manager of the Company and his/her substitute.

## **Article 15th**

### **General Meeting of the Partners - Competence**

1. The General Meeting of the members is the superior body of the Company, it is entitled to decide on any case related to the Company and its supervision and control belongs to it.

Its legal decisions also bind the members who are absent or disagree.

2. The General Meeting has exclusive competence on:

a) The amendment of the Statute.

b) The merger, extension of duration, winding-up and revival of the Company.

c) The approval or amendment of the Rules of Procedure.

d) The selection and discharge from liability of its Managers and representatives in Associations, as well as any dismissal of its members.

e) Imposing an emergency contribution to the members for dealing with emergency damages or other exceptional circumstances.

f) The approval of the participation of the Company in Joint Ventures, or other associations and its withdrawal.

g) The adjustment of the annual or monthly contribution of the members, Ordinary or not.

3. The General Meeting of the Company is comprised of all its members, holding an ordinary or extra-ordinary meeting. The members participate and vote in the General Meeting in person. All the members participate in the meetings and have one (1) vote, regardless of the shareholdings they hold.

All partners – Ordinary members are entitled to voting rights provided that they are consistent regarding their financial obligations to the Company.

### **Article 16th**

#### **Convention of the General Meeting**

1. The General Meeting holds an ordinary meeting, following the invitation taking place by a unanimous decision of the Managers, or if a relevant request is submitted to one of them (the Managers) with a specific subject by the 1/3 of its members.
2. If the Managers refuse to convene the General Meeting, despite of the request by the one-third (1/3) of the members, these members are entitled to convene immediately a General Meeting of the members.
3. The invitation by the Managers indicates the place, the day and the time of the holding of the Meeting, and also the subjects of the agenda. The invitation is notified to the members at least seven (7) days before the day of the General Meeting, by personal letters or any other appropriate means.
4. The invitation, participation, voting on subjects and signing of any kind of necessary documents may take place by an e-mail by each partner, internet call or voting by proxy.

### **Article 17th**

#### **Quorum**

1. The General Meeting is in quorum and meets validly, if at the commencement of the meeting at least half of the Ordinary Members of the Company attends, provided that the total number of Ordinary Members is more than two.
2. If there is no quorum, the General Meeting meets after seven (7) days, without any other invitation, at the same place and time, for all the subjects of the original agenda, provided that at the commencement of the meeting at least one-fifth (1/5) of its Ordinary members attends (provided that this percentage corresponds to at least 2 Members).

3. If there is still no quorum, the General Meeting meets after seven (7) days without further invitation, at the same place and time and decides on all subjects of the original agenda, regardless of the Members attending, which however should not be less than two (2).

4. For taking decisions regarding the change of purpose or seat of the Company, the change of the amount of the emergency or annual contribution, the expulsion of a partner, the extension, winding-up, revival, merger of the Company and the amendment of the statute, the Meeting is in quorum when two-thirds (2/3) of its members attend and in case of a repeated meeting when at least half of the members attend.

### **Article 18th**

#### **Chairman – Secretary of the General Meeting**

1. At the beginning of the meeting the Chairman and Secretary of the meeting are elected by the members. Until the election of the Chairman, his/her duties are carried out by one of the Managers.

2. The Chairman directs the works of the Meeting and the Secretary keeps the minutes which are signed by the Chairman and himself/herself.

### **Article 19th**

#### **Subjects of discussion**

1. The General Meeting discusses and decides on the subjects included in the agenda.

2. If the total number of Ordinary members attend, the General Meeting may also decide on subjects not included in the agenda. In this case the discussion on these subjects is compulsorily postponed if requested by the one-twentieth (1/20) of the Ordinary Members but not less than two (2).

## **Article 20th**

### **Decision-making**

1. The decisions are made by voting, which takes place by any means, even by sending an e-mail, unless one-fourth (1/4) of the attending Ordinary Members requests for voting by roll-call or by ballot papers, in which case the method requested is applied. Decision-making by acclamation is not allowed.
2. Only Ordinary members have the right to vote, while Extra-ordinary and Honorary members may request to speak and speak to be heard.
3. For making decisions regarding the provision of confidence, discharge from liability, approval of review and balance sheet and personal issues, the voting is secret and it is carried out on the day of the General Meeting and after the end of the discussion of the subjects.
4. The decisions of the General Meeting are taken by an absolute majority of the attending members. Regarding the subjects of article 15 the increased majority of three quarters ( $\frac{3}{4}$ ) of the attending Ordinary members is required.

## **Article 21st**

### **Management and Legal representation of the Company**

1. The Company has two (2) managers, one full and one substitute with a three-year term of office, and the following partners – Ordinary members are assigned as such hereby, Ioli Christopoulou, as Full Manager and Nikolaos Mantzaris as her substitute in case the first is absent or prevented from attending.
2. The Managers (full and substitute), manage and represent the Company according to the provisions of the statute and the law and decide on all subjects related to the administration, management and representation of it, except from those which are subject to the exclusive competence of the General Meeting.

3. A third person, non-partner of the Company, may be assigned unanimously by the Ordinary members – partners, in addition to the above, as its Manager with the aforementioned powers and rights, a decision that is evidenced by the issue of the relevant minutes of the General Meeting of the members.
4. Managers (full and substitute) must show at the management of the affairs of the Company the same such diligence they show regarding their own affairs and they bear every liability for the compliance with the restrictions of the right to representation set by the statute or the decisions of the General Meeting.
5. Managers (full and substitute) may delegate their powers to one or more members and/or employees of the Company or third persons for whom there is no conflict of interest with the Company.
6. Managers (full and substitute) shall represent the Company in all its events, transactions and activities, towards any natural or legal person governed by private or public law, the State, before any procedural, judicial, State or Community authority and in general towards any third party in Greece and abroad.
7. Management and representation activities are carried out by the managers of the Company, either collectively **or by each one individually** and they bind the Company with their signature.
8. If one of the partners objects to the carrying out of an act by any of the managers before its execution, the manager must not execute such act.
9. The power of management is related to all acts of regular management of the company. For carrying out acts outside the regular management, the consent of all partners is required.
10. In case an act of management is related personally to the full or substitute manager, in a way that a conflict of interest arises and this management act can not be carried out by him/her, the latter is carried out by the other manager or by the rest of the partners together, who, either they all put their signature or they authorize another person to carry out such management act for them.

11. In case of representation by more persons, the delivery of the addressed to the Company declaration of intention to one of them is sufficient.

12. The liability of the manager remains and he/she is not discharged from it in case of a fraudulent act against a third person in the name of the legal person or cause of damage to the latter due to gross negligence for any reason.

13. The financial management and the treasury of the Company are managed by the manager of the Company or his/her substitute in case he/she is absent or prevented from acting and in particular they hire and dismiss personnel, sign all kinds of agreement of the Company with any third person, binding the Company by their signature alone under the corporate name, they issue, accept, endorse bills of exchange, promissory notes and bank checks, always under the corporate name and the Company is not bound by the signature of any other person. In case the Manager is absent or prevented from acting, he/she is substituted by his/her current assigned substitute. For the purposes and activities of the Company, it may conclude any contract permitted by law, and in particular employment contracts of definite or indefinite duration, works contracts and agency contracts.

CHAPTER E  
FINANCIAL YEAR-ANNUAL FINANCIAL  
STATEMENTS-BOOKS

**Article 22nd**  
**Financial year**

Financial year is of a twelve-month duration, starts on January 1st and ends on December 31st of each year.



## **Article 23nd**

### **Balance sheet – Profit and Loss Account**

1. At the end of the financial year, the General Meeting prepares the Balance Sheet, the Profit and Loss Account and the Management report and submits them to the General Meeting in order to be approved.

## **Article 24th**

### **Company's books**

1. The Company keeps the books provided for by the tax legislation and in addition it keeps:

- a) A Register Book of Extra-Ordinary members in which the date of registration, full name, father's name, residence address and date of any deletion of the Extra-ordinary members are registered by chronological order.
- b) A Register Book of Honorary members in which the date of registration, full name, father's name, residence address and date of any deletion of the Honorary members are registered by chronological order.
- c) Book of Minutes of the General Meeting.
- d) Register Book of Volunteers.

## CHAPTER F

### DISSOLUTION - LIQUIDATION

## **Article 25th**

### **Dissolution of the Company**

1. The Company is dissolved:

- a) by a decision of the General Meeting of the partners taken by the increased majority of 2/3 of the shareholdings represented.
- b) by the expiry of its duration, if it is amended.
- c) due to a final decision of the competent Single-member Court of First Instance, which is adopted following an application by any person having a legitimate

interest, if a violation of the provisions of law is found, regarding the establishment and operation of the Company.

d) automatically if its Ordinary members – partners are reduced to less than two (2) person and the partner leaving is not replaced within the deadline set by law for partnerships, otherwise within two months from the withdrawal of the last member.

2. The dissolution of the Company is registered with the GCR.

### **Article 26th**

#### **Liquidation of the Company**

When the Company is dissolved in any way, its liquidation shall be carried out according to the provisions of article 777 of the Civil Code. All partners are assigned hereby as liquidators.

### **Article 27th**

#### **Property of the Company**

The future of any assets of the Company after the end of the liquidation is decided by the partners who have been assigned as its liquidators and have accepted their position. The assets of the company can not be distributed to the personal property of the partners, however it can be donated or in any case granted by a transaction without consideration to any other similar non-profit Company or Organization, with the same or similar purposes in Greece or abroad.

### **Article 28th**

#### **Arrangement of other issues**

1. In view, among other, of the purpose of transparency of the Company, it is stated hereby that the Company intends to operate a three-member or five-member committee of the Company, with an advisory competence on the subjects related to the Company. Such committee shall advise the G.M. without remuneration, on any subject related to the activities of the Company and will consist of renowned scientists and in general specialists on the matters in which they will engage.

2. For the settlement of any dispute between the partners arising from the present and any amendments of it and on any subject or condition not provided for by the provisions of this statute, the provisions of the Civil Code are applied.

The amendment of the present shall be made only according to the provisions of Law. The implicit amendment of any provision hereof is forbidden.

### **Authorization for the establishment**

An authorization is granted hereby to Constantinos Brilis of Evangelos, Lawyer of Athens, Registration Number of the Athens Bar Association: 31332 to carry out any legal act for the establishment of the Company, granting of TIN and its publication to the GCR. These authorizations may be delegated to a third person whom he or a partner of the Company will select and explicitly authorize.

### **Authorization for the issue / creation / closure / management of Bank Account**

The Full Manager and his/her substitute are authorized hereby to carry out all legal acts for the issue/creation/closure/management of a Bank Account of the Company in any banking Company he/she desires. In particular he/she is authorized to sign any petition, contract, solemn declaration or document regarding the conclusion of a deposit agreement, as well as a current account opening agreement, the closure of the account and management of the account, in the name of the *Private Non-profit Company under the name* **“THE GREEN TANK PRIVATE NON-PROFIT COMPANY”**, as well as any required statement that he/she has received (and accepted regarding its content) the relevant pre-contractual information document, is fully aware of the conditions of the aforementioned agreements and accepts them unreservedly.

2) The manager above or any other person substituting him/her is granted the ability, mandate and authorization, individually or together with his/her substitute, to manage the created bank account and to carry out all banking works of the Company (withdrawals, deposits, notifications, creation of Web – Banking etc.) without any amount or other restrictions.

In witness whereof, the present was drafted in 4 identical counterparts, which, after it was read and accepted in its totality by the contracting parties hereof, it is signed by them, and each of them has received one identical counterpart and the legal procedure of its publication in the General Commercial Register **(GCR)** according to the provisions of Law shall follow.

## **THE CONTRACTING PARTIES**

**A) C.I.**

**B) M.N.**