

**(Special Tax Stamp
For Greek Court
Procedures)**

**(Stamp of the First
Instance Court of
Chios)**

**STATUTES OF THE CIVIL NON-PROFIT COMPANY NAMED
“ASYLUM SEEKERS INFORMATION SERVICES TEAM CIVIL NO
PROFIT COMPANY”**

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ARTICLE 1: NAME

1. A civil, non-profit partnership ("PARTNERSHIP") is established under the name "ASYLUM SEEKERS INFORMATION SERVICES TEAM CIVIL NON-PROFIT COMPANY" and the distinctive title "ASSIST", which is an acronym of the brand.
2. For the international transactions of the COMPANY, its name and distinctive title may be used, rendered in the English language, i.e. "ASYLUM SEEKERS INFORMATION SERVICES TEAM CIVIL NON - PROFIT COMPANY" and "ASSIST" respectively.

ARTICLE 2: HEADQUARTERS

The COMPANY's registered headquarters is the Municipality of Chios. The COMPANY may establish offices and branches in other parts of Greece.

ARTICLE 3: DURATION

The duration of the COMPANY is indefinite and in any case starts from the day of registration of this agreement with the competent agency.

ARTICLE 4: PURPOSE

1. The purpose of establishing the COMPANY is the implementation of activities of social and humanitarian nature, international protection, immigration and social integration. Also, the purpose of the COMPANY is to provide information, support and assistance to applicants for international protection, beneficiaries of international protection and immigrants, regardless of nationality, religion, gender, age, culture, skin color, language, political or any other type of beliefs, membership in a particular social group, social origin, property status, place of birth or any other condition and reason, due to which the beneficiaries were forced to leave their country of origin or origin.
2. Primarily, the COMPANY develops actions and provides assistance to the above beneficiaries through specific activities, where assistance is deemed necessary. Such actions can be implemented in the following indicative - and not limited only to those - ways:
 - By providing psychological and psychosocial support.
 - By providing updated and clear information about the international protection procedures followed in Greece.
 - By working with volunteer groups, local governmental and non-governmental initiatives, as well as with other organizations and institutions.
 - With awareness actions.
 - By facilitating the beneficiaries in the development of their skills, through corresponding actions, information seminars, organization of training workshops for volunteers and interpreters, etc.
3. It is expressly prohibited to enter into contracts of any kind with: a) natural persons who participate in their management or their partners have their statutory control, spouses, children and parents of the above persons and b) legal persons, which are controlled by the people stated in the aforementioned section (a) in return for a fee or a trade-off valued more than one thousand (1,000) euros per year.

ARTICLE 5: SHARE CAPITAL AND SHARES

1. The capital of the company amounts to the amount of two thousand (2,000.00) Euros, consisting of ten (10) company shares, worth two hundred (200.00) Euros each. The contributions of the partners are as follows:
 - Sheila Alexandra Brodie Cross participates with the amount of eight hundred (800.00) Euros and owns 40% of the corporate shares.
 - Raket Sezer Barukas participates with the amount of six hundred (600.00) Euros and owns 30% of the company shares.
 - Mary Claude Wencker Lamas participates with the amount of six hundred (600.00) Euros and owns 30% of the company's shares.
2. The number of partners of the COMPANY is unlimited, but cannot be less than two (2).
3. Distribution of profits among the partners of the firm is prohibited.
4. The partners are not obliged to increase their contribution, nor to supplement it, in case it was reduced after it was made due to losses.
5. The responsibility of each of the partners is proportional to his/her share of participation in the COMPANY.

ARTICLE 6: ENTRY OF A NEW COMPANY

1. New partners are allowed to join the COMPANY.
2. Any natural or legal person may acquire the status of a partner, as long as they undertake the obligation to assist in the pursuit of the COMPANY's purpose and to participate in its activities. In addition, the partners are obliged to act in accordance with this statute and the decisions made based on it.
3. In order for somebody to be granted partner status, the candidate must submit a

written application to the COMPANY's Board of Directors. The decision on the entry of a new partner is taken by the General Assembly, with the increased quorum and majority of art. 10 par. 10 hereof. The decision of the General Assembly is communicated to the candidate by any appropriate means (indicatively, a simple letter, e-mail, etc.).

4. Incoming partners are not obliged to pay contributions for their entry into the COMPANY.

ARTICLE 7: WITHDRAWAL AND DISCHARGE OF PARTNERSHIP

1. Each partner has the right to leave the COMPANY at any time, after he/she has given the relevant written notice to the COMPANY's Board of Directors.
2. The General Assembly, by its decision, which is taken by the increased quorum and majority of art. 10 par. 10 hereof, may expel any partner from the COMPANY, in the event that the actions or omissions of the partner in question are contrary to the operation of the COMPANY or the realization of its purpose.
3. In the event of a partner leaving the COMPANY for any reason (resignation, dismissal or any other reason), the outgoing partner does not have any claim against the COMPANY's property rights and assets.
4. In case of exit of a partner according to par. 3 of this article, the COMPANY continues to exist among the remaining partners. If, for any reason, one or more partners leave, so that only one partner remains, the COMPANY is dissolved, if the entry of a new partner is not published to the competent agency within two (2) months of the departure.

ARTICLE 8: RESOURCES

The resources of the COMPANY come from:

- The corporate capital of article 5 hereof.
- Donations and sponsorships from natural and legal persons in the private and public sector, Greek and foreign.
- Support and income from the implementation of projects, studies or other activities and events in Greece and abroad.
- Resources of any kind of cultural events or campaigns (speeches, concerts, exhibitions, publications, performances), including those that take place online.

ARTICLE 9: MANAGEMENT

The COMPANY's bodies that manage every corporate case are:

1. The General Assembly of Partners ("GA") and
2. The partner who is the administrator and representative of the company or, when the number of partners allows it, the Board of Directors ("Board").

ARTICLE 10: GENERAL ASSEMBLY

1. The General Assembly is the highest body of the COMPANY and all partners participate in it.
2. The General Assembly has all the powers that the law or this statute do not confer on any other body of the COMPANY. The General Assembly is exclusively competent to decide on the following issues:
 - The amendment of this statute.
 - The entry and expulsion of a partner.
 - The nomination of the partner who is the manager and representative of the company.
 - The election of the members of the Board of Directors.
 - The exemption of the members of the Board of Directors from any liability.

- Approving the budget and accounts.
 - The merger and dissolution of the COMPANY.
 - Any other matter required by law or this statute.
3. The General Assembly is regular and extraordinary. The regular General Meeting is convened by the Board of Directors and meets at least once (1) during each corporate year, after the closing of the balance sheets. Extraordinary meetings are convened by the Chairman of the Board of Directors or if two (2) regular members of the Board of Directors or 1/5 of the partners submit a relevant request, in writing and with reference to the issues to be discussed.
 4. The invitation of the partners to the General Meeting is made in writing, by any suitable means, including the e-mail message, sent at least ten (10) full days before the day of the meeting and includes the date and time of the meeting, the place where it will be held country, as well as all the issues to be discussed. The General Assembly also validly convenes by teleconference, using electronic means of video and audio transmission. An invitation to the meeting of the General Assembly is not required in the event that all partners are present in person or by proxy at the meeting and none of them objects to the holding of the meeting and the taking of decisions.
 5. The partners cannot be represented at the General Meeting by any third person, regardless of whether or not he happens to be a partner of the COMPANY or a member of any of its bodies.
 6. The General Assembly is in a quorum and validly meets on the issues of the agenda when at least fifty percent (50%) of the total number of corporate shares are present at the meeting. If a quorum is not reached, a repeat meeting is convened again, even within the same day and in any case within twelve (12) days after the day of the first meeting. The General Assembly during this repeated meeting is in a quorum and validly convenes, regardless of whether it

is the part of the corporate shares represented in it. A new invitation is not required, if the place and time of the repeat meeting are defined in the original invitation in the event of not reaching a quorum. It is possible to take decisions on matters outside of the daily agenda, as long as they are urgent or if the General Assembly agrees to this with a two-thirds (2/3) majority of all corporate shares.

7. At the beginning of the meeting of the General Meeting, the partners elect the chairman and the secretary of the General Meeting among themselves. The president of the General Assembly coordinates the discussion and presents the topics for discussion to the partners present. The secretary of the General Assembly prepares the minutes of the meeting. The decisions and minutes of the meeting are signed by the chairman and the secretary of the General Meeting and are kept in a book at the COMPANY's headquarters, where they can be studied by the partners, interested persons or any third party with a legal interest.
8. Each partner has voting rights in the General Meeting according to his/her percentage of participation in the COMPANY, i.e. one vote for each corporate share he/she owns. Voting is open, by a show of hands, unless otherwise specified in these statutes or if one of the partners requests a secret vote.
9. With the exception of the cases of paragraph 10 hereof, the decisions of the General Meeting are taken by an absolute majority of the corporate shares represented therein (ordinary majority).
10. Exceptionally and by way of limitation, in the case of: a) amendment of the present articles of association, b) entry and expulsion of a partner and c) merger or dissolution of the COMPANY, the General Meeting is present in a quorum and validly meets on the agenda items, when they are present at the meeting of at least two-thirds (2/3) of the total company shares of the COMPANY, and

decisions are taken by a majority of two-thirds (2/3) of the company shares represented at the meeting (enhanced majority). If a quorum is not reached, a repeat meeting is convened again, in accordance with the provisions of paragraph 6 hereof.

11. The drawing up and signing of minutes by all the partners by rotation has the effect of a decision of the General Assembly, even if no meeting has taken place.

ARTICLE 11: MANAGER AND BOARD OF DIRECTORS

1. The management of corporate affairs is assigned either to the manager partner or to the Board of Directors, if the number of the present partners allows this. Every decision concerning the corporate affairs is then by the General Assembly of the partners. The Board consists of three (3) regular members, namely the president, the secretary and the treasurer, as well as two (2) substitute members. The members of the Board are elected by the General Assembly, in accordance with the provisions of article 10 hereof. Candidates for the position of member of the Board can only be persons who have the status of a partner of the COMPANY. The formation of the Board into a body takes place during the first meeting of the regular members of each new Board, by them voting. The term of office of the members of the Board is two (2) years. The partners may nominate themselves infinitely for election as members of the Board, as well as be elected to any position of the specific body.
2. The Board of Directors meets whenever deemed necessary, according to the interests of the COMPANY, but at least once every six months (6 months).
3. The responsibilities of the Board of Directors are those provided for in the law and in this statute.
4. The Board of Directors is convened by its president, with a notice sent to its

other regular members, by any available means, including e-mail. The Board of Directors meets validly as long as at least two-thirds (2/3) of its members are present and any decision is taken by a simple majority of them.

5. The members of the Board of Directors do not receive a salary, or compensation of any kind, monetary or non-monetary, for the services they provide to the COMPANY. In the event that a member of the Board moves outside the place of his permanent residence to offer any service to the COMPANY and within the framework of his responsibilities, travel, accommodation and food expenses may be paid.

ARTICLE 12: CHAIRMAN OF THE BOARD

The Chairman of the Board of Directors:

- Represents the COMPANY before any third party, natural or legal person and authority, for any matter that concerns it.
- Represents the COMPANY before any court, of any level and jurisdiction. The representation of the COMPANY before a court may be assigned to another member of the Board of Directors, following his relevant decision.
- Supervises and ensures the execution of the decisions taken by the Board of Directors and the General Assembly.
- Contracts on behalf of the COMPANY and signs contracts, following relevant decisions of the Board of Directors.
- Summons the members of the Board of Directors and conducts its meetings.
- They co-sign with the secretary of the Board of Directors any document, except for those expressly subject to the competence of another body or member of the COMPANY body.
- They sign the payment orders of all kinds, as well as the receipts of withdrawals from bank accounts held in the name of the COMPANY.

- They co-sign together with the treasurer of the Board of Directors all receipts for all types of income.

ARTICLE 13: SECRETARY OF THE BOARD

The Secretary of the Board of Directors:

- Maintains the minutes books of the Board of Directors, the protocol of incoming and outgoing documents and the register of partners.
- Takes care of drafting the COMPANY's documents in general, except for those expressly subject to the competence of another organ or member of the COMPANY's organ.
- He/she co-signs with the chairman of the Board of Directors any document, except for those expressly subject to the competence of another body or member of the COMPANY's body.

ARTICLE 14: TREASURER OF THE BOARD

The Treasurer of the Board:

- He controls the financial records of the COMPANY and has general responsibility for the administration of all its assets.
- Prepares the balance sheets regarding the income and expenses of each corporate year.
- It prepares the report of the previous corporate year and the budget of the next corporate year, which it submits for approval to the General Assembly.
- It makes available to the Board of Directors, the General Assembly, any independent partner of the COMPANY and anyone in general who derives a legal interest, upon relevant request, any information related to the finances of the COMPANY.

- Approves the expenses of the COMPANY.
- He co-signs together with the chairman of the Board of Directors all receipts for all types of income.

ARTICLE 15: CORPORATE USE

1. The corporate year begins on January 1 of ^{each} year and ends on December 31 of ^{the} same year. Exceptionally, the first corporate year begins with the registration and publication of the COMPANY in the competent agency and ends on December 31 of ^{the} same year.
2. Every year, on December 31 , ^{the} books are closed, the Board of Directors prepares the accounts of the previous corporate year and prepares the budget for the next corporate year.

ARTICLE 16: RESOLUTION AND CLEARANCE

1. The dissolution of the COMPANY is proposed to the General Meeting either by the Board of Directors, or by at least two-thirds (2/3) of the partners.
2. The dissolution of the COMPANY occurs following a relevant decision of the General Meeting, with the increased majority referred to in paragraph 10 of article 10 hereof.
3. The dissolution of the COMPANY is followed by liquidation. The president and the treasurer of the Board of Directors assume the duties of liquidators. The liquidators draw up an inventory of all assets of the COMPANY and pay all its obligations in full. In the event that, after the dissolution of the COMPANY and the satisfaction of its obligations, assets remain, these are not distributed to the partners, but are transferred to any other organization or company with a similar purpose to that of the COMPANY or to a charitable institution, by decision of

the General Assembly , which is taken with the absolute majority of its partners. Any details are determined by the Board of Directors and approved by the General Meeting during which the discussion on the dissolution and liquidation of the COMPANY takes place.

ARTICLE 17: AMENDMENT OF STATUTES

The General Meeting validly meets regarding the amendment of this statute, only as long as the matter is specifically mentioned in the agenda and at least two-thirds (2/3) of the partners are present during the General Meeting. The decision is taken with the increased majority of paragraph 10 of article 10 hereof.

(Signature)

Zoe Magdalen Anderson

Date

(Signature)

Mary Claude Wenker Lamas

Date 26 June 2022

(Signature)

Josephine Chan (Seng Ian Chan)

(Signature)

Sheila Alexandra Brodie Cross

Date 25 July 2022

(Signature)

Pothiti Kitromilidi

(Signature)

Marianne Snelveldt (Kristensen)

Date 31 July 2022

Number: 3/2022

The above **CIVIL NON-PROFIT COMPANY AMENDMENT** was delivered to me today and was registered in the CIVIL CORPORATION ETC. Special Book of the First Instance Court, also on the same day it was walled up in front of the

audience of the Court of First Instance of Chios, to be there for three months, as stipulated by article 42 of the Commercial Law.

Chios, 30-09-2022

The Secretary

Despoina Marinou

EXACT PHOTOCOPY

AUTHENTICATED

for its legal stamping and issuance as per order priority

Chios, 10-10-2022

(Signature)

Despoina Marinou

(Stamp of the First Instance Court of Chios)

On every odd number page, on the upper right side, there is one Stamp of the First Instance Court of Chios, while one every even page, on both the upper and the bottom left sides, there are two Stamps of the First Instance Court of Chios.

The current is an accurate translation in English of the attached document, which was edited in the Greek language. I certify the sufficient knowledge of the Greek and English language from and to which I translated in accordance with article 36 par. 2c of L. 4194/2013 of the Greek Bar Association Code.

The Attorney At Law
who translated

Chios, 14 of June 2021

The signature's authenticity of the aforementioned Attorney at Law
is certified by the President of the Bar Association of Chios