

THE CIVICS Statute

§1

Company Name, Registered Office, Financial Year

- (1) The Company leads the Organization:

THE CIVICS Innovation Hub gGmbH

Brief description: CIH gGmbH

- (2) The Company's registered office is in Bonn.
- (3) The management is authorized to relocate the administrative headquarters of the Company to any place in Germany. A transfer to a foreign country requires the consent of the stakeholders' meeting. The resolution is to be passed by the statutory majority (§ 8).
- (4) The financial year is the calendar year. The first financial year is a short financial year, which begins with the entry of the Company in the commercial register and ends on the following December 31.

§ 2

Company Purpose

- (1) CIH gGmbH, based in Bonn, exclusively and directly pursues charitable purposes within the meaning of the "Tax-privileged purposes" section of the German Fiscal Code.
- (2) The purpose of the Company is the promotion of the international spirit, tolerance in all areas of culture and the idea of international understanding; promotion of education, national and vocational training, including student aid; general promotion of democracy. The work focuses on topics, formats and methods of civic education for the formal, non-formal and informal sectors in Europe. With its commitment, CIH gGmbH strengthens the activation, professionalization and networking of actors and organizations from the civil society and civic education sectors

- (3) The purpose of the Contract is realized in particular through
 - a) Information events, especially workshops with the aim of piloting strategies and new tools to strengthen (historical) political and cultural education for democracy resilience,
 - b) Participation in funding projects, especially in the area of coordination and support of cross-border networking platforms for (civic) education,
 - c) Studies on the topics of civic education, citizenship education und civic literacy,
 - d) International exchange programs for educators and multipliers,
 - e) Call for microproject grants and competitions to identify new actors and organizations.
- (4) Insofar as the Company does not realize its purposes itself, it may transfer its funds in whole or in part to other tax-privileged corporations or corporations under public law for tax-privileged purposes within the meaning of paragraph 2.
- (5) The Company shall be entitled to engage in all transactions and take all measures that appear necessary or useful to achieve the aforementioned corporate purpose; it may also participate in other companies, primarily in those pursuing a similar purpose.
- (6) The Company is also entitled to establish branches and subsidiaries. It is also entitled to establish coordination centers, also abroad.

§ 3

Altruism, Use of Funds and Asset Commitment

- (1) The Corporation shall act in an altruistic manner; it shall not primarily pursue economic purposes. In order to fulfill its statutory purposes, the Company may establish and operate special

purpose entities within the meaning of §§ 65 et seq. AO (German Fiscal Code).

- (2) Funds of the Company may only be used for the purposes of the Contract. The shareholders may not receive any profit shares or any other benefits from the funds of the corporation. If they leave or if the Company is dissolved or if tax-privileged purposes no longer apply, they will not receive back more than their paid-in capital shares and the fair value of their contributions in kind.
- (3) No person may benefit from expenditures which are alien to the purpose of the Company or from disproportionately high remuneration. Insofar as shareholders work for the Company within the framework of a contract of employment or a contract for services or work, particular attention must be paid to the appropriateness of the remuneration.
- (4) Volunteers of the Company shall be entitled to appropriate reimbursement of expenses, in particular travel expenses and other out-of-pocket expenses, incurred by them as a result of their work for the Company, insofar as the nature and amount of such reimbursement of expenses are regulated by shareholder resolution. A shareholders' resolution may also set a corresponding annual lump-sum expense allowance for volunteers, taking into account paragraph 3.
- (5) In the event of the dissolution of the Company or in the event of the discontinuation of tax-privileged purposes, the assets of the Company, insofar as they exceed the paid-up capital shares of the shareholders and the fair market value of the contributions in kind made by the shareholders, shall be transferred to a legal entity under public law or to another tax-privileged corporation for the purposes specified in § 2 (promotion of the international spirit, tolerance in all areas of culture and the idea of international understanding; promotion of education, national and vocational

training, including student aid; general promotion of democracy).

§ 4

Share Capital, Shares

- (1) The share capital of the Company amounts to € 25.000,00.
It is divided into 25,000 shares with a nominal value of € 1.00 each.
- (2) Ms. Anja Ostermann has taken over all shares as sole shareholder.
- (3) The share capital is to be paid up in full and in cash.

§ 5

Representation, Management,

Overall Responsibility, Competences, Business Distribution Plan

- (1) The Company has one or more managing directors who are appointed and dismissed by the shareholders' meeting. If there is only one managing director, they shall always have sole power of representation. If there are several managing directors, the Company shall be represented by two managing directors jointly or by one managing director and one authorized signatory. Even if there are several managing directors, one or more managing directors may be granted the right of sole representation.
- (2) The shareholders' meeting may exempt managing directors from the restrictions of Section 181 BGB in general or in individual cases.
- (3) The shareholders' meeting shall determine the details of the management by resolution in the rules of procedure, which the shareholders' meeting may also amend according to requirements.

§ 6**Shareholders' Meeting**

- (1) The ordinary shareholders' meeting shall be held in the first eight months of each financial year. The purpose of the ordinary shareholders' meeting is to approve the annual financial statements and the appropriation of profits and to discharge the management from liability.
- (2) The shareholders' meetings are convened in writing or in text form, enclosing the agenda. The letter must be sent by registered post/return receipt at least three weeks before the appointment or handed over against a receipt; an invitation in text form against acknowledgment of receipt, also electronically. A summons by fax is equivalent to a summons by post. Each managing director is entitled to convene the meeting individually.
- (3) The shareholders' meeting shall constitute a quorum if it has been duly convened and at least 50 % of the share capital (§ 4 (1)) is represented; a shareholders' meeting at which a quorum is present at the beginning shall also constitute a quorum if the share capital represented is subsequently reduced during the course of the shareholders' meeting. If the majority required at the beginning of the shareholders' meeting is not achieved, a second shareholders' meeting with the same deadline and the same agenda must be convened within three weeks. This shareholders' meeting shall then constitute a quorum irrespective of the capital represented. This legal consequence must be pointed out in the second invitation.

§ 7

Shareholders' Resolutions

- (1) Shareholders' resolutions shall be adopted by a simple majority of the votes cast at the shareholders' meeting. This shall not apply where the law or this Contract expressly provide otherwise. The shareholders shall vote on their own matters unless otherwise expressly provided by Section 47 (4) of the German Limited Liability Companies Act (GmbHG) or this Contract.
- (2) Shareholders' resolutions may also be adopted by telephone, fax or e-mail, in writing or orally or in any other media form without a formal shareholders' meeting, subject to mandatory statutory formal requirements, if all shareholders agree to this procedure.
- (3) Each € 1, - of a share (§ 4) grants one vote.
- (4) The shareholders' resolutions, including those passed informally, shall be recorded and signed by a managing director with sole power of representation or by at least two managing directors. If the company has more than two managing directors, the managing directors who do not sign must be informed. A copy or transcript of the minutes must be sent to each shareholder.
- (5) The invalidity or contestability of shareholders' resolutions may only be asserted within one month unless mandatory statutory provisions are violated. The period shall commence upon receipt of the minutes. It ends in any case no later than six months after the resolution is adopted. The filing of an action is required for the deadline to be met.

§ 8

**Amendment of the Company Contract,
Increase and Decrease of Capital, Liquidation**

Amendments to the Company Contract must be approved by at least 75% of the votes cast; this also applies to capital increases, capital reductions, liquidations and conversions.

§ 9

Own and Redeemed Shares

Insofar as this Contract refers to the shareholding in the Company, treasury shares and redeemed shares shall not be taken into account when calculating the shareholding.

§ 10

Annual Financial Statements

- (1) The annual financial statements shall comply with the provisions of commercial law and at the same time satisfy the provisions of tax law. The commercial balance sheet shall deviate from the tax balance sheet to the extent necessary to provide a true and fair view of the net assets, financial position and results of operations.
- (2) The management of the Company shall prepare the annual financial statements (balance sheet, profit and loss account and, to the extent required by law, notes to the financial statements and the management report) by June 30 of the following financial year and send them to each shareholder without delay.
- (3) The ordinary shareholders' meeting shall pass a resolution on the adoption of the annual financial statements, the appropriation of profits in accordance with the Company Contract and the discharge of the management by the end of the first eight months at the latest (§ 6 Sec. 1).

- (4) If no majority resolution within the meaning of § 7 Sec. 1 sentence 1 is reached on the annual financial statements, the appropriation of profits in accordance with the Company Contract or the discharge of the Management Board, an expert appointed by the (Chief) Executive Officer of the competent Chamber of Industry and Commerce at the request of the Management Board shall make the final decision as an arbitrator, unless the shareholders' meeting elects an expert. If the management does not comply with its obligation to make a request within a period of fourteen days after the shareholders' meeting, each managing director shall be entitled to make the request.

§ 11

Appropriation of Earnings

- (1) The shareholders' meeting shall decide on the appropriation of the annual result (§ 10 Sec. 3).
- (2) Reserves may be formed to the extent permitted by tax law. Otherwise, the funds shall be used in a timely manner for the purpose of the Company pursuant to § 2 of these Company Contract.
- (3) The shareholders shall not be entitled to the pro rata net income for the year.

§ 12

Disclosure

- (1) In accordance with §§ 325 et seq. of the German Commercial Code (HGB), management must electronically submit and publish the annual financial statements for the Electronic Federal Gazette.

- (2) The Management Board shall make use of the size-dependent relief pursuant to §§ 326, 327, 327a of HGB if the relevant prerequisites are met, unless the shareholders' meeting decides otherwise.

§ 13

Disposition of Shares,

Division of Shares

- (1) Any disposal of shares against or without consideration shall require the prior consent of the shareholders' meeting in order to be effective. The resolution shall be adopted by a majority of 75 % of the votes cast, whereby the shareholder concerned shall have no voting rights.
- (2) The above provision of Sec. 1 shall not apply to dispositions in favor of co-partners, spouses and natural descendants of shareholders.
- (3) Any disposal of shares may only lead to an open or concealed consideration in the amount of the paid-in capital shares and the contributions in kind due to the non-profit character of the Company's assets.
- (4) The shareholders' meeting shall decide on the division of shares by a majority of the votes cast. The company's approval is not required for the division of shares of deceased shareholders among their heirs.

§ 14

Succession

If the sole shareholder dies, the Company shall be continued with her heir or a legatee designated to succeed to the Company share. A share in the Company may also be divided without a resolution of the shareholders' meeting for the purpose of settling the inheritance.

§ 15

Final Provisions

- (1) Announcements by the Company shall be made only in the electronic Federal Gazette.
- (2) (2) The invalidity of individual provisions of the Contract shall not affect its validity. In place of the invalid provision or to fill a gap, an appropriate provision shall be agreed which comes as close as possible to what the contracting parties intended or would have intended according to the meaning and purpose of the Contract if they had considered the point. If the invalidity is based on a performance or time provision, the legally permissible measure shall take its place.
- (3) All disputes arising from this Contract shall be governed by the laws of the Federal Republic of Germany. The place of jurisdiction - insofar as legally permissible - shall be Bonn.
- (4) The Company shall bear the costs incurred in connection with the formation of the Company (attorney's fees, notary's fees and registry court fees, including publication costs) up to a total amount of € 2,500.00.

Recognized and deposited as

Annex to the deed of 18 February 2021

-UR.NR. 188/2021

Notary Dr. Thekla Schleifenbaum

In Bonn