



# Articles of Association

## **§ 1**

### **Name, Location**

- 1.1. The foundation is to bear the name Kiron Open Higher Education
- 1.2. The foundation shall be registered in Berlin.

## **§ 2**

### **Object of the Company**

- 2.1. The company shall only undertake non-profit activities considered as tax-privileged purposes according to the German Fiscal Code. The object of the company is the advancement of public and professional education and vocational training (Section 52, Par. 2, Nr. 7 German Fiscal Code).

The purpose of the company will be achieved through:

- The operation of an online learning platform
  - Offering of free educational courses from different study subjects as well as languages
  - Free of charge preparation and marking of exams, assignments and other forms of assessment
  - Free of charge support and counseling during the study period and individual mentoring as a part of projects
- 2.2. The company pursues its non-profit purpose partly through its own activities and partly as a development company (Fördergesellschaft).
  - 2.3. If the company acts as a development company (Section 58, Par. 1 German Fiscal Code), funds will be provided to domestic or foreign bodies or corporations of public law solely for the pursuit of tax-privileged purposes. The company will only transfer funds to other corporations with unlimited tax liabilities (Section 58, Nr.1 German Fiscal Code) if this corporation itself is tax-privileged.
  - 2.4. The company is entitled to all transactions and actions which are necessary or beneficial to achieve the object of the company, including acquiring stakes in other domestic and foreign companies.

## **§ 3**

### **Altruistic activities**

The company pursues altruistic activities and it does not primarily pursue its own economic purposes. Funds of the company may only be used to the above described object of the company. The shareholders are not to receive any shares in profit or additional benefits from the funds of the company. In the case of shareholders leaving the company or liquidation of the company or the elimination of the tax-privileged

purpose, they receive back their deposited capital share and the value of their contribution in kind.

#### **§ 4**

##### **Asset Commitment**

In case of dissolution or liquidation of the company or the elimination of the tax-privileged purpose, capital which exceeds the sum of all capital shares and the contributions in kind will be paid to

Deutsches Rotes Kreuz e.V. registered in Berlin

This entity shall use the funds only for the pursuit of non-profit, charitable or religious purposes.

#### **§ 5**

##### **Duration of the Company**

The company will be created with the registration in the commercial register and shall be established for an indefinite period.

#### **§ 6**

##### **Capital Stock, Capital Contributions**

- 6.1. The capital stock of the company: EUR 25,004.00 (twenty five thousand and four Euro)
- 6.2. From the capital stock, capital invested as follows:
  - a) Mr. Vincent Zimmer, Göttingen  
Capital Contributions Nr. 1 in the amount of EUR 333.00;
  - b) Mr. Markus Kreßler, Berlin  
Capital Contributions Nr. 2 in the amount of EUR 333.00;
  - c) Mr. Christoph Staudt, Idstein  
Capital Contributions Nr. 3 in the amount of EUR 333.00;
  - d) Mr. Vincent Zimmer, Göttingen  
Capital Contributions Nr. 4 in the amount of EUR 7,584.00;
  - e) Mr. Markus Kreßler, Berlin  
Capital Contributions Nr. 5 in the amount of EUR 7,584.00;
  - f) Mr. Christoph Staudt, Idstein  
Capital Contributions Nr. 6 in the amount of EUR 7,584.00;
  - g) Mrs. Hila Azadzoy, Hamburg  
Capital Contributions Nr. 7 in the amount of EUR 1,253.00
- 6.3. The capital deposits of the capital contributions a) to c) are paid in full. Capital deposits of the capital contributions d) to g) are to be paid immediately. The remainder is to be paid by request of the shareholders' meeting.

#### **§ 7**

## **Management and Representation**

- 7.1. The company shall have one or more directors. In the event that more than one director is appointed, the company shall be represented by two directors or by a director and an authorized representative acting jointly.
- 7.2. By resolution of the shareholders' meeting, sole power to legally represent the company may be conferred to one or more directors. By order of the shareholders' meeting one or more directors may be released from the restrictions set forth in Section 181 German Civil Code.

## **§ 8**

### **Shareholders' Meeting; Shareholders' Resolution**

- 8.1. Ordinary shareholders' meeting are to be convened at least once a year. Shareholders' meetings to approve the annual financial statement and the dismissal of directors need to be convened by the 31st of August of the subsequent year. In addition, shareholders' meetings are to be convened if deemed of interest to the company by one of the shareholders or if required by law. If company directors decline a reasoned request for a shareholders' meeting, any shareholder may call for an extraordinary shareholders' meeting.
- 8.2. Shareholders' meetings are convened by registered post, fax or email. Notice period for convening the shareholders' meeting shall be at least 2 weeks, not counting the day of dispatch and the meeting. With the invitation, the agenda and the resolutions are to be announced. If the shareholders' meeting is not duly summoned, resolutions may only be adopted if supported by all shareholders.
- 8.3. If all shareholders participate and if no shareholder objects, shareholder resolutions may also be adopted if the procedure for the convention is not followed or outside of a shareholder meeting, in particular by way of circulation in written form, fax or email, via telephone or other electronic communication methods. It is also permissible for resolutions to be adopted under a combination of methods.
- 8.4. Shareholder resolutions shall be passed by a simple majority of the votes cast whereby neither law nor this contract directs a larger majority. Each EUR 1.00 of Capital contribution warrants one vote.

## **§ 9**

### **Advisory Board**

- 9.1. The company has a voluntary advisory board. The members of the board are elected by a simple majority of the votes cast and may be recalled at any time.
- 9.2. The board of advisors shall advise the directors. The shareholders may decide by a simple majority of the votes cast that certain activities of the directors shall require the approval of the board of advisors.
- 9.3. Insofar as permissible by law, Section 52 Limited Liability Company Act and the legal provisions thereof shall not be applied to the board of advisors. The shareholders may adopt a resolution by a simple majority of the votes cast to insofar permissible by law, that Section 105 German Stock Corporation Act and Section 47 Par. 4 Limited Liability Company Act shall not be applied to the board of advisors.

- 9.4. The shareholders may by a simple majority of the votes cast adopt by law for the board of advisors.

## **§ 10**

### **Fiscal Year; Annual Accounts**

The fiscal year is the calendar year. Annual accounts including balance sheet and income statement shall be provided by the directors within the first 3 month of the subsequent year. The annual accounts shall be presented to the shareholders promptly when available.

## **§ 11**

### **Disposal of Shareholdings and Pre-Emption**

- 11.1. The disposal over shareholdings or parts of those (especially entrusting, pledging, indirect holding, creation of a usufruct or other encumbrances) are only permitted by resolution of the shareholders' meeting. The resolution needs a two-thirds majority of all present shareholders.
- 11.2. If a shareholder wants to divest or bestow shares partly or in total, he/she need to offer the shares to other shareholders in writing first. The following applies:
- a) Each shareholder has the right to buy the offered shares to a full extent, if he/she declares his/her willingness to purchase within one month of the offer in writing. If more than one shareholder wants to make use of their acquisition right, they are according to Section 472 German Civil Code eligible to purchase shares in proportion to their shares in company capital stock.
  - b) If no shareholder declares his/her willingness to purchase within the period, the company may request the transfer of shares to a person (co-partner or third party) named by the company. The transfer of the shares needs to be made within one month after the notice of the pre-emption right.
  - c) The transfer of the shares need to be made within one month after the exertion of the pre-emption rights.
  - d) If the shareholders do not use their pre-emption right, the seller may offer the shares to a third party under the premise that they are offered to conditions not better than those offered to other shareholders. The shareholder then have to agree to the disposal as set forth in par. 1. If shares are sold to conditions better than those offered to other shareholders, the following provisions apply: shareholders may exercise their pre-emption right within one month after the notice of the ordinance, the company may exercise their pre-emption right within one month after after the expiration of the one month period for the shareholders.

## **§ 12**

### **Resignation of Shareholders**

Each shareholder can declare their resignation from the company. The resignation can happen at any given time if important reasons under the scope of corporate law exist. In all other cases, the resignation is permissible six month before the end of the fiscal year.

## **§ 13**

### **Forfeiture of Shares**

- 13.1. The forfeiture of shares of a shareholder is permitted if agreed to by the shareholder. Forfeiture become effective immediately.
- 13.2. The forfeiture of shares of a shareholder is permitted if not agreed to by the shareholder if
  - a) if and as soon as insolvency proceedings over his assets are open or if the proceedings are declined due to lack of assets,
  - b) if it has been resolved in a shareholders' meeting because their share of the company goes into foreclosure and are not to be released within two months,
  - c) If an important reason is presented which makes it unacceptable for the other shareholders to resume the partnership
  - d) if the shareholder declares his resignation from the company,
  - e) if the shareholder dies
- 13.3. The forfeiture of shares shall be decided by shareholders' resolution. The concerned shareholder does not have a vote. The exclusion and forfeiture shall become effective with the announcement of the resolution to the shareholder concerned, if nothing else is decided by the shareholders' meeting. Voting rights are revoked at the same time.
- 13.4. The forfeiture is connected with a new formation of company shares, reinforcement of existing shares or capital reduction. Newly formed shares can be allocated to the company, existing shareholders or third parties.
- 13.5. If the forfeiture of the shares is dismissible, the company may request the shares to be ceded to the company or a third person which can also be an existing shareholder. The shares may partly be forfeited and assigned to the company or respected person.

## **§ 14**

### **Compensation in case of forfeiture**

- 14.1. The resigned shareholder or their successor will receive a compensation. The compensation is based on the asset value of the shareholders' capital contribution at the time of deposit if it was diminished by losses.
- 14.2. The compensation shall be paid in three installments of equal amount. The first deposit is due six months after the resignation of the shareholder, the following installments each one year later. The remaining compensation shall be paid with interest of two percentage points over the base interest rate of the German Central bank yearly. The shareholder may decide an earlier payout.

**§ 15**  
**Announcement**

The announcement of the company shall be published in the Federal Gazette.

**§ 16**  
**Final Provisions**

- 16.1. In the event that individual provisions of these Articles of Association are ineffective or unenforceable, the effectiveness of the other provisions shall not be affected thereby. In such case, the respective provision shall be replaced by another provision which comes as close as possible to the economic purpose of the ineffective or unenforceable provision.
- 16.2. The Company shall bear the costs of incorporation, which are estimated to amount to EUR 300.00.