

**Codified Articles of Association of the Company under the name**  
**“INTERNATIONAL RESCUE COMMITTEE HELLAS**  
**ASTIKI MI KERDOSKOPIKI ETERIA”**  
**(GEMI Reg. no. 135449242000)**

By virtue of the articles of association dated 10 August 2015 duly registered on 25<sup>th</sup> August 2015, with registration code 401234 in the General Commercial Registry (GEMI) by the GEMI department of the Lesvos Chamber, the non for profit company was established under the name “International Rescue Committee Hellas Astiki Mi Kerdoskopiki Eteria” with GEMI reg. no. 135449242000.

By virtue of the decision of the General Meeting dated 30 April 2024 of the company’s partners:

- (a) of the not for profit organization International Rescue Committee, Inc which has been established according to the law of New York, USA with registered address at 122 East 42 Street, New York 10168-1289, USA duly represented by David Miliband; and
- (b) Mr. Robert Keith Kitchen son of William Gordon Kitchen and Linda Christine Mary Kitchen, British resident, resident of the United Kingdom, Solway Croft, Glassom, Wigton, Cumbria, holder of British passport 099272608,

It was decided to amend the following articles of the Company’s Articles of Association, as follows: Firstly, Article 3 of the Articles of Association, namely to clarify the Scope of the Company to additionally specify that assistance to victims of oppression, persecution, displacement and to other vulnerable groups extends, without limitation to other victims of oppression, persecution, displacement or vulnerable groups, to children and unaccompanied children. Following the aforementioned amendment, the codified Articles of Association of the Company have as follows:

**Article 1**

**Company’s incorporation**

The partners incorporate a civil not for profit company according to art. 741 Civil Code and subsequent articles which will be governed by the following terms and conditions.

**Article 2**

**Name-Distinctive Title-Registered Seat-Duration**

1. The Company's name will be "International Rescue Committee Hellas, Astiki Mi Kerdoskopiki Eteria" with the distinctive title "IRC Hellas-MKE", whereas the Company's name in English will be "International Rescue Committee Hellas, Civil Not for Profit Company" and the distinctive title "IRC Hellas-MKE".

The Company's stamp shall bear either its name either and its distinctive title, or only the latter.

2. The Company's registered seat will be the Municipality of Mitilini, at Lesvos island. Other branches may be opened by virtue of the Partners' decision in other places in Greece.

3. The Company's duration is of an indefinite time.

### **Article 3**

#### **Scope**

The scope of the company is:

(a) to assist, resettle, rehabilitate and protect victims of oppression and persecution and to administer such relief without regard to the race, nationality or religion of the beneficiaries;

(b) to carry out programs of humanitarian assistance in areas of need within the Greek territory and abroad, and to administer such assistance without regard to the race, nationality or religion of the beneficiaries;

(c) to conduct programs of public education regarding the situation, circumstances, needs and plight of victims of oppression and persecution for the purpose of mobilizing assistance on their behalf;

(d) to perform any lawful acts as required for achieving its aforementioned scope, including:

- i. to assist victims of oppression, persecution, displacement and other vulnerabilities including children and unaccompanied children in order to, without limitation, administer relief for resettling, rehabilitation and protective measures including but not limited to the protection from violence, ensuring access to education, livelihoods, housing, social services and integration support;
- ii. to promote public health and public health care, and the provision of health services, including mental health services and psychosocial support;

- iii. to provide and support formal, non-formal and informal educational services in relation to academic, linguistic and vocational support;
- iv. to implement research projects to measure impact and generate evidence in the field of humanitarian aid, development and refugee aid as well as to cooperate with research institutions.

For the achievement of its scope the company will make use of the expertise and the knowledge of the contracting parties and of any other individuals that have such knowledge and experience.

#### **Article 4**

##### **Share Capital-Contributions-Resources**

The Company's share capital amounts to 1,000.00 euros an amount which is considered indispensable to cover the company's first needs.

The partners agree to contribute that amount of the share capital at a ratio according to the percentage of their contribution to the company, i.e. IRC, Inc shall pay an amount that corresponds to 99% of the share capital which is 990 euros and Robert Keith Kitchen shall pay an amount that corresponds to 1% of the share capital which is 10 euros.

Company's resources will be derived from:

- Partners' contributions and donations which will cover all its obligations, incorporation expenses, transportation, operational and other expenses related to its scope, as well as sponsorships by the partners of the company and any future members of the company and their contributions the amounts of which may be decided by virtue of the Partners' General Assembly's resolution or by virtue of the Administrator's decision and the approval of such decision by the General Assembly.
- Income from European, national and international grants and funding, donations by state entities, public and private businesses in Greece and abroad, individuals aiming to support its scope. Income by the organization of educational events related to the scope of the company.

Advertising to third parties, in the form of sponsorship either by publications in the company's website or in printed and online press.

- Any income which is in accordance to its scope and lawful.

The Company is a not for profit legal entity and its operation is subject to articles 718 and subsequent articles of Civil Code. Any liability towards the state or third parties will be the liability of all the partners according to their percentage of contribution in the company's share capital. (art. 750 CC)

During the company's operation and its termination profits cannot be distributed to the partners.

Its property's distribution in case of the company's termination will be decided by the General Assembly of the partners.

The partners are allowed to provide their services to the company without a fee.

## **Article 5**

### **Members**

i. In order to decide the registration of a new partner, a unanimous decision of the General Assembly is required. The new partners' contributions shall also be decided by the General Assembly following a recommendation by the Administrator. Such registration of a new partner should be notified to the authorities according to Greek law.

ii. A partner may leave the company by sending a written notice to the partners General Assembly. A partner is considered to have left the company, without a written notice if the partner has passed away, declared bankrupt, is missing or is under guardianship.

iii. The partner who leaves the company for any reason explicitly waives his right to obtain the amount of his company contribution and undertakes not to raise any financial or other claim against the company. In this case the company contribution of the leaving partner remains with the company and the voting right ceases to exist.

iv. In case that any partner leaves the company for any reason, the remaining partners will continue the company. In case the remaining partner is only one, the company shall continue to operate on the condition that at least a second partner will enter the company within a time period of two months from the departure of the partner or partners, pursuant to article 267 of Law 4072/2012.

v. The partners explicitly agree that in case of a partner's death or disappearance, the partner's successors will not have the right to inherit the company portions of the deceased or missing partner, shall have the right to acquire rights in the company's assets or participate in the company as partners.

## **Article 6**

### **Management**

The bodies managing the company's cases are:

1. The partners General Assembly
2. The Administrator.

## **Article 7**

### **General Assembly**

1. The General Assembly will be the highest body of the company which has the right to decide for any company case. The General Assembly may convene any time following an invitation by the Administrator, with the exception of the Ordinary General Meeting which convenes once every year, within 6 months from the 31<sup>st</sup> December of each year. The invitation for the General Assembly is notified to the partners 5 days before the meeting. The invitation includes the date, time, and the agenda of the General Assembly. The General Assembly has a quorum and validly convenes when  $\frac{3}{4}$  of the partners are present. If there is no quorum a repetitive General Assembly convenes following a 5 days invitation by the Administrator. This repetitive General Assembly is in quorum, regardless of the number of partners being present.
2. The company's partners participate in the General Assembly. These partners may participate in the General Assembly in person or represented by a representative who might be a partner or a third party.
3. The General Assembly's decisions are made by majority voting, i.e. agreement of  $\frac{3}{4}$  of the partners.
4. Any disagreement regarding the interpretation of the bylaws' terms, the partners' rights and obligations shall be resolved by the General Assembly.
5. Any partner should contribute to the fulfillment of the company's scope and interests.
6. The General Assembly's decisions are kept in the book of minutes.

7. An Internal Regulation may be formed for the company's operation. Such regulation shall be approved by the General Assembly and will regulate the matters referring to the compensation of the partners of the General Assembly and the fees and allowances of the Administrator or the company's partners.

8. The General Assembly may hold meetings and/or adopt resolutions and take decisions using any means of electronic communication (e.g. email, teleconference, videoconference), by circulation mode or by mixed modes.

## **Article 8**

### **Administrator**

1. Ms. Dimitra Kalogeropoulou, daughter of Nikolaos and Maria, holder of the Greek ID no. AI 672417, resident of 12 Agias Zonis Street, 11361, Athens, with Tax Identification Number 079935337, Tax office of Kalamata will be appointed as the Administrator of the Company. In case of her denial or inability, the General Assembly may unanimously elect an Administrator amongst its members or a third party.

2. The Administrator will also be the Managing Director of the Company.

3. The Administrator will represent the company before the third parties in Greece and abroad and acts on its behalf any management act according to the scope and activities of the company, binding the company before a third individual or legal entity, before the Courts and any authority. To this respect the Administrator indicatively will:

(a) represent the company in Greece and abroad in all its relationships and transactions with any individual, legal entity or international organization, before any authority of the state, a municipality, tax authority, customs, insurance fund or public organizations such as telecommunications company, electric power company, postal services office etc, commercial registries and any court of any instance and jurisdiction.

(b) open bank accounts in any banking institution in Greece or abroad, make payments and cash withdrawals up to the amount of 50,000€ per month and any act required for the collection of money or other movable assets on behalf of company by any individual, legal entity in Greece and abroad, State Fund, Organization etc. receive assets, passwords and instructions for web banking, grant receipts and issue checks in relation to the administration of the company,

(c) endorse checks which will be paid to the company's account,

(d) execute loan and credit agreements with banks,

(e) lease movable and immovable property, services of third parties and sole practitioners,

(f) hire personnel, contract with contractors, sole practitioners and any physical or legal person in Greece and abroad.

4. The Administrator- Managing Director, in case of inability, may be represented by any other party for the performance of a specific act pursuant to a relevant authorization. Without limitation of the foregoing, the Administration may authorize any third party to operate the bank accounts of the Company and represent the Company with respect to any and all Company transactions with the banks. The authorization of the present paragraph will be provided by a private document bearing the signature of the Administrator and certified by a Citizens Service Center or by a notarial power or attorney issued in Greece or abroad.

5. The Administrator will report to the General Assembly for the management of the company' s cases and will undertake to execute the General Assembly' s decisions.

6. The Administrator convenes the General Assembly and chairs the meeting and informs the members for the progress of the company' s cases whether in writing or orally.

#### **Article 9**

##### **Fiscal Year**

The fiscal year starts on 1<sup>st</sup> of January and ends on 31<sup>st</sup> December of each year. In particular, the first fiscal year starts with the publication of the present and ends on 31<sup>st</sup> December 2015. The company s balance sheet will be submitted to the Annual General Assembly within 6 months from the end of each fiscal year.

#### **Article 10**

##### **Termination**

The company will be liquidated according to the provisions of art. 777 Civil Code. The partners will be appointed as the Company s liquidators.

#### **Article 11**

Any issue not included in the present articles will be regulated by the Civil Code' s provisions (article. 741 to 784).

The present will be amended as provided by Law.


**Article 12**

After being read, the present articles were accepted by the partners and were signed by them and each partner takes an identical copy and the legal procedure for its publication in the General Commercial Registry is followed.

**The contracting parties**

For and on behalf of **International Rescue Committee, Inc.**

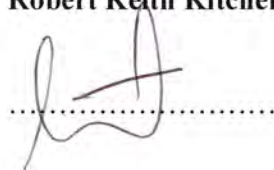
David Miliband



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Partner

**Robert Keith Kitchen**



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