

Articles of Association
Of the civil-law non-profit partnership under the name:
"Hellenic Organism of Providence and Equality – Breath of HOPE"

(seal of the court/stamp)

In Triadi of the prefecture of Thessaloniki today on 23/10/2012 the contracting parties herein:

- Intzoglou Theofilos with TIN 063715672 of the 7th Thessaloniki Tax Office and ID card no. AZ191872, resident in Triadi at 10 Odyssea Androustou str. P.C. 57001
- Kosmidou Athina with TIN 064240057 of the Kalamaria Tax Office and ID card no. M426083, resident in Epanomi at 3 Eleftherias str. P.C. 57500

have agreed to establish a civil-law non-profit partnership whose partners they shall be and have mutually accepted the following:

Article 1:
Establishment, Name

A philanthropic civil-law non-profit partnership subject to the articles 741ff of the Greek Civil Code under the name "Elliniki Organosi Pronias kai Isotitas – Pnoe Elpidas". The partnership may use its name in Latin characters or translated "Hellenic Organism of Providence and Equality – Breath of HOPE".

Article 2:
Seat

1. The seat of the partnership is set at Triadi of the Municipality of Thermi of the Prefecture of Thessaloniki at 10 Odyssea Androustou str. P.C. 57001
2. The partnership may establish branches, offices or associations also in other areas in Greece and abroad either by itself or in collaboration with other companies, unions, organization, public or state authorities that have the same or similar object.

Article 3:
Object

1. The object of the partnership is to the public benefit, philanthropic, humanitarian, ecological, cultural, educational and includes the following but not limited to:
 - Volunteer work
 - Social protection and solidarity
 - Employment
 - Regional Development
 - Protection of the environment
 - Civil protection
2. The provision of help, assistance, love, medical care and amenities by any lawful means to persons and group of persons and populations that are in need of this provision and/or the effort by any lawful means appropriate, to reduce and/or eliminate human pain and suffering.
3. The collaboration, contact and joint action with domestic and foreign organizations with similar object and goals.
4. The federalization and networking of volunteer organizations that are active in the sector of social care, solidarity, culture.
5. The creation of support structures for counseling anyone who is in need and those non-profit bodies that require for technical support and collaborations in order to set out and implement course of actions and programs.

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DESKNET
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BIN: 800741120
TAX OFFICE: 4TH THESSALONIKI

6. In order to fulfill this object, the partnership may apart from using its own strength request the assistance-collaboration of any state or private body or natural person in or outside Greece.
7. The partnership may develop collaborations with individuals or bodies in Greece or abroad that may participate in the implementation of its object and programs.

Article 4:

Duration

1. The duration of the partnership is indefinite.
2. Its duration starts from the day that this agreement is registered to the Court of First Instance of Thessaloniki.

Article 5:

Funds – Contributions

1. The funds and assets of the partnership may come from contributions of the partners and any other lawful source and activity in the course however of its non-profit activity such as contributions, donations in cash and in kind by its members, friends, donors and supporters or sponsors, subsidies from the state, the local authorities, national, European or international state or private organizations, the implementation of programs of national, European and international organizations, proceeds (interests etc.), revenue from lotteries, diners and revenue from other activities that it carries out.
2. Nonetheless, all the revenue and the assets of the partnership from any source shall be disposed of to serving the object thereof and under no circumstances will it be distributed to the partners as it is non-profit.
3. It is prohibited to distribute any profit to the partners not only in the course of its duration but also upon its dissolution. Any net capital of the partnership or assets of any kind apart from the contributions of the partners, are used in the course of its duration for the fulfillment of the partnership's object. The future of the assets of the partnership and its distribution upon the dissolution of the legal entity shall be decided by the General Meeting of the partnership.
4. In order to fulfill the object of the partnership, the partners agree to contribute the following to the partnership:
 - The partner Intzoglou Theofilos shall contribute 200,00€
 - The partner Kosmidou Athina shall contribute 200,00€.

Article 6:

Management – representation

1. The partner Intzoglou Theofilos is appointed manager and representative of the partnership who shall represent the partnership by signing under the name of the partnership against any third natural or legal entity or authority, judicially or extra-judicially. The acts of the manager and representative of the partnership that are carried out under the name of the partnership and on behalf of the partnership, are binding for the latter provided that they fall within the scope of the object of the partnership.
2. In the event that the aforementioned manager – partner dies or is placed under incapacity mandate, then all the remaining other partners jointly manage and represent the partnership, i.e. by jointly acting and co-signing under the name of the partnership.

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3. In the event that the manager temporarily unable to perform his duties, he is substituted by all the remaining other partners who shall act jointly.
4. In the event that the manager is not able to perform his duties, he is entitled to authorize another partner in order to carry out certain acts of management or representation. The authorization must be in writing either by proxy or by any other instrument that shall bear the verification of the signature of the manager-representative by the competent authority.

Article 7:

Decision making

1. For any decision on any matter of the partnership that falls outside the scope of the daily management, the decision is adopted unanimously by the partners in a meeting that is convened at the seat of the partnership upon the notice of the manager.
2. The manager is obliged to convoke the meeting of the partners within 10 business days upon the request of any other partner.
3. The notice to the meeting must be in writing and may be sent by email or fax and must be communicated to the partners five (5) full business days prior to the meeting and shall specify the agenda of the meeting.

Article 8:

Death – Incapacity mandate for the partner

1. In the event that a partner is placed under incapacity mandate, the partnership is not dissolved but continues among the remaining partners.
2. In the event of a death of partner, the partnership continues among the remaining partners. His share remains in the form of a donation to the partnership and it is not passed to his heirs.
3. The said right to exit must be exercised by the partner based on a declaration that shall be communicated to the partnership and the remaining partners (and the heirs of the partner who died) within a strict deadline of three months from the date of the death of the partner.

Article 9:

Exit of a partner – Entry of a new partner – transfer of the share

1. It is allowed for a new partner to enter upon his written application following the recommendation of two other partners and the decision of the General Meeting that is specifically convoked for that purpose. The General Meeting shall decide unanimously on the entry of the new partner.
2. The entry of the new partner requires for the unconditional acceptance of the terms of these articles of association and any amendments thereto.
3. The exist or the replacement of a partner is based on the unanimous decision of the members of the General Meeting of the partnership. The partners who exit the partnership are not refunded for their contribution and it shall remain in the form of a donation to the partnership and it is not refunded.
4. It is prohibited and it is ipso jure void to transfer or dispose in any manner with or without consideration the share of the partnership as it is strictly personal, undivided, uninheritable and non-transferable. It is prohibited to establish any right in rem or encumber and in general establish any third party right on the share of the partnership.

Article 10:

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Members

1. In the course of fulfilling the object of the partnership, it is possible upon the decision of the General Meeting to register as regular members of the partnership natural or legal entities, organizations, institutes, companies from Greece or abroad.
2. Moreover, upon the justified decision of the General Meeting, the latter may declare as honorable members of the partnership, natural or legal entities from Greece or abroad that may provide or have already provided useful services and may contribute significantly to the fulfillment of the object of the partnership.
3. The following categories of members (regular, honorable, assisting, benefactors) apart from their characterization, they shall not be involved in any way in the administration, representation and management of the partnership. Moreover, the members must cherish the principles of philanthropy and volunteerism and unconditionally accept these articles of association of the partnership and the decisions of the general meetings.
4. **Regular members** of the partnership may be anyone of age irrelevant of their gender, religion or nationality.
5. **Honorable members** may become upon the decision of the General Meeting of the partnership anyone who is well esteemed for the exceptional contribution in the field of the protection of social rights and are distinguished for their social and philanthropic activity and work.
6. **Assisting members** are declared upon the decision of the General Meeting of the partnership all those who wish to assist in the fulfillment of the object of the partnership by contributing in material equipment, in cash or in kind.
7. The General Meeting may award the title of “Benefactor” to anyone who has exceptionally contributed in fulfilling the object of the partnership.

Honorable and assisting members as well as Benefactors shall be apart from natural persons and organizations, non-profit partnerships, associations and committees, legal persons of the public sector and legal persons of the private sector, local authorities and non-governmental organizations.

Article 11:

Personnel of the partnership

1. In the course of fulfilling its object and activities the partnership may:
 - i. Hire and employ personnel based on fixed term or indefinite term employment contracts,
 - ii. Enter into works contracts with third parties,
 - iii. Establish permanent or ad hoc working groups with or without remuneration among its members or not for reviewing and promoting its object.

Article 12:

Books of the partnership

1. The partnership may keep at its offices the books and records provided by the law. Moreover, it shall keep the following books:
 - I. Book of the minutes of the General Meeting
 - II. Book of revenue and expenses
 - III. Book of members (Regular – Honorable – Assisting)
 - IV. Book on the events that the partnership has assisted directly or indirectly.

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2. The aforementioned books may also be kept electronically.

Article 13:

Seal – Sign

The partnership shall use a seal that bears its name.

Article 14:

Termination of the partnership

1. The termination of the partnership by any member hereof prior to the expiry of its duration as set out in article 04 hereof, as amended from time to time, even if it is for cause, shall not result in the dissolution of the partnership under any circumstances but shall result in the ipso jure exit of the partner who filed the termination.
2. The partnership is not obliged to refund the contribution of the partner who exits in such manner. His share shall remain in the form of a donation with the partnership and shall not be refunded.

Article 15:

Dissolution and liquidation of the partnership

1. The partnership is dissolved upon the unanimous decisions of the partners at any time.
2. Upon the dissolution of the partnership, it enters into liquidation.
3. The manager and representative of the partnership at the time of its dissolution is appointed liquidator of the partnership.
4. The liquidator must draft an inventory of the partnership's assets, receive any collectables and pay any kind of obligations. The contributions of the partners shall remain with the assets of the partnership and shall not be refunded. Any remaining assets shall be disposed upon the decision of the General Meeting to a public benefit institution or another non-profit body either domestic or foreign that is active in the same or similar fields.
5. The liquidator shall not receive any remuneration apart from the actual expenses for the completion of his task.

Article 16:

Other provisions

1. The operation of the partnership is subject to Greek Law.
2. The provisions of the Greek Civil Code (articles 741ff) apply to any matter that is not regulated in these articles of association.
3. The courts of Thessaloniki are competent on any dispute that might arise among the partners as to the interpretation or the implementation hereof.
4. Any amendment hereto shall occur upon the unanimous decision of the General Meeting and shall be evidenced by a new agreement in writing that shall be published according to the law.

Article 17:

These articles of association consist of seventeen (17) articles and has been approved on an article-by-article basis and as a whole during the session of the statutory General Meeting that has been convoked thereto on 23/10/2012 in Triadi of the Municipality of Thermi.

These articles of association have been drafted in five (05) identical copies that have been read and confirmed and signed by all the contracting parties and each of them has received one thereof. The third (03) and forth (04) thereof shall be submitted to be published in the

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book of companies of the Court of First Instance of Thessaloniki and the fifth shall remain in the records of the partnership.

Triadi, 23/10/2012

The partners:

(signature)

Intzogou Theofilos

(signature)

Kosmidou Athina

7th Thessaloniki Tax Office no. 181

This document has been stamped based on the issue
Of the triplicate no. 15312/12 of the 7th Thessaloniki Tax Office for:

- 1) Main stamp duty 12,00€ surcharge ...€
- 2) Farmers' Social Security Fund (OGA) 2,4€ surcharge ...€
- 3) Total: 14,40€

According to article ... of the Stamp Code.

Thessaloniki, 23/10/2012

The competent public servant
(seal of the office/signature)

Fourkala Dimitra

Tax Officer TE/B

This is a true and accurate translation
from greek
into english of the
attached document.
Thessaloniki 07/10/2020

DESKNET SINGLE MEMBER PRIVATE COMPANY
EDUCATIONAL SERVICES-TRANSLATIONS
KONOS DRAC-OU MI 43 - TEL: +302310520939
TIN 800741020, TAX OFFICE: 4TH THESSALONIKI
(capital: 5.000 in Euros)
General business Registry No: 138745106000

Registration no. 50082

True copy of the original that has been published in the
Book of Companies of the Court of First Instance of Thessaloniki under
S/N 3692/25 OCT 2012

It has been duly stamped for its issue

Thessaloniki, 25 OCT 2012

The secretary

(seal of the court/signature)

Ilias Th. Savvidis

(seal of the court/stamp)

**Amendment to the Articles of Association
Of the civil-law non-profit partnership under the name:
“Hellenic Organism of Providence and Equality – Breath of HOPE”**

In Triadi of the prefecture of Thessaloniki today on 19/11/2012 the contracting parties herein:

- Intzoglou Theofilos with TIN 063715672 of the 7th Thessaloniki Tax Office and ID card no. AZ191872, resident in Triadi at 10 Odyssea Androustou str. P.C. 57001
- Kosmidou Athina with TIN 064240057 of the Kalamaria Tax Office and ID card no. M426083, resident in Epanomi at 3 Eleftherias str. P.C. 57500

have agreed to amend the following articles of the articles of association of the civil-law non-profit partnership under the name **“Hellenic Organism of Providence and Equality – Breath of HOPE”** under registration number 50082/25-10-2012 and in the Books of Companies of the Court of First Instance of Thessaloniki under serial number 3692/25-10-2012 and no. 181/23-10-2012 of the 7th Thessaloniki Tax Office whose partners they are, seated in Triadi of the municipality of Thermi of the prefecture of Thessaloniki at 10 Odyssea Androustrou str., P.C. 57001 which object is the public benefit, philanthropic, humanitarian, ecological, cultural, educational and has an indefinite duration.

The amended articles are article 3 on the object of the partnership and article 5 on the funds of the partnership that are now as follows:

**Article 3:
Object**

1. The object of the partnership is the public benefit, philanthropic, humanitarian, ecological, cultural, educational and has an indefinite duration. and includes the following but not limited to:
 - Volunteer work
 - Social protection and solidarity
 - Regional Development
 - Protection of the environment
 - Civil protection
2. The provision of help, assistance, love, medical care and amenities by any lawful means to persons and group of persons and populations that are in need of this provision and/or the effort by any lawful means appropriate, to reduce and/or eliminate human pain and suffering.
3. The collaboration, contact and joint action with domestic and foreign organizations with similar object and goals.
4. The federalization and networking of volunteer organizations that are active in the sector of social care, solidarity, culture.
5. The creation of support structures for counseling anyone who is in need and those non-profit bodies that require for technical support and collaborations in order to set out and implement course of actions and programs.
6. In order to fulfill this object, the partnership may apart from using its own strength request the assistance-collaboration of any state or private body or natural person in or outside Greece.

7. The partnership may develop collaborations with individuals or bodies in Greece or abroad that may participate in the implementation of its object and programs.

Article 5:

Funds – Contributions

1. The funds and assets of the partnership may come from contributions of the partners and any other lawful source and activity in the course however of its non-profit activity such as contributions, donations in cash and in kind by its members, friends, donors and supporters or sponsors, subsidies from the state, the local authorities, national, European or international state or private organizations, the implementation of programs of national, European and international organizations, proceeds (interests etc.), revenue from lotteries and dinners up to two per annum.
2. Nonetheless, all the revenue and the assets of the partnership from any source shall be disposed of to serving the object thereof and under no circumstances will it be distributed to the partners as it is non-profit.
3. It is prohibited to distribute any profit to the partners not only in the course of its duration but also upon its dissolution. Any net capital of the partnership or assets of any kind apart from the contributions of the partners, are used in the course of its duration for the fulfillment of the partnership's object. The future of the assets of the partnership and its distribution upon the dissolution of the legal entity shall be decided by the General Meeting of the partnership.
4. In order to fulfill the object of the partnership, the partners agree to contribute the following to the partnership:
 - The partner Intzoglou Theofilos shall contribute 200,00€
 - The partner Kosmidou Athina shall contribute 200,00€.

Triadi, 19/11/2012

The partners:

(signature)

Intzogou Theofilos

(signature)

Kosmidou Athina

This is a true and accurate translation
from greek
into english of the
attached document.

Thessaloniki 07/04/2020

S/N 568

An identical document has been filed

Thessaloniki, 22-11-2012

The Head of the 7th Thessaloniki Tax Office

(seal of the office/signature)

Eleni Chamalidou

DESKNET SINGLE MEMBER PRIVATE COMPANY
EDUCATIONAL SERVICES-TRANSLATIONS
KINOS DRACOMI 43 - TEL: +302310520939
TIN: 80074020, TAX OFFICE: 4TH THESSALONIKI
Capital: 5.000,00 Euros
General Business Registry No: 138745106000

Registration no. 50082

True copy of the original that has been published in the
Book of Companies of the Court of First Instance of Thessaloniki under

S/N 3965/23 NOV 2012

It has been duly stamped for its issue

Thessaloniki, 23 NOV 2012

The secretary

(seal of the court/signature)

Germanidou Evangelia