

## Articles of Association of Verlag Offenes Wissen gemeinnützige Unternehmergeellschaft (haftungsbeschränkt)

### Preamble

Verlag Offenes Wissen gemeinnützige UG (haftungsbeschränkt) produces a peer-reviewed, open-access internet encyclopaedia of social and cultural anthropology for the general public (including bachelor's and master's students, PhD students, and researchers at academic and government institutions, in NGOs, charities and private companies).

The purpose of the Encyclopedia is to familiarise the public with fundamental concepts in the field of social and cultural anthropology. It achieves this purpose by publishing articles that are written, peer-reviewed and properly referenced by academically established experts. The articles summarise past and current debates in social and cultural anthropology in an informative and neutral manner. As an open access resource, the encyclopaedia aims to promote open access. To reflect the diversity of the field, the Encyclopedia draws on a wide range of contributors from around the world and from different traditions and institutions in social and cultural anthropology.

### § 1 Company name and registered office

(1) The company name is: **Verlag Offenes Wissen** gemeinnützige UG (haftungsbeschränkt).

(2) The registered office of the Company is Munich.

### § 2 Object of the Company

(1) The Society shall exclusively and directly pursue non-profit and charitable purposes within the meaning of the section "Tax-privileged purposes" of the German Tax Code.

(2) The purpose of the company is:

- the promotion of education

(3) The purpose of the Company shall be realised in particular through the following measures, which shall constitute the object of the Company

- Establishment and operation of a peer-reviewed, freely accessible internet encyclopaedia, social and cultural anthropology for a broad public (including bachelor and master students, doctoral candidates

as well as researchers in academic and government institutions, NGOs, charities and private companies).

(4) The Company shall be entitled, within the framework of the statutory provisions and the provisions of this Memorandum of Association, to undertake all transactions and legal acts which are useful for achieving the purpose of the Company or which appear to be suitable for promoting the Company, in particular to participate directly and indirectly in other companies which also exclusively and directly pursue charitable purposes.

### **§ 3 Share capital and capital contributions**

(1) The share capital of the company amounts to EUR 2,000 (in letters: two thousand euros) and is divided into shares with the consecutive numbers 1 to 2,000 with a nominal value of EUR 1).

(2) The capital contribution has been taken over by Felix Stein.

(3) The contribution shall be made in cash and shall be due for payment immediately.

### **§ 4 Selflessness; use of funds**

(1) The company shall operate selflessly. It does not primarily pursue its own economic purposes.

(2) The funds of the corporation may only be used for its statutory purposes. The shareholders may not receive any shares in the profits - neither in open nor in hidden form - and in their capacity as shareholders also no other benefits from the funds of the corporation.

(3) In the event of the dissolution of the company or in the event of their withdrawal from the company or in the event of the discontinuation of tax-privileged purposes, the shareholders shall not receive back more than their paid-up capital shares and the fair value of their contributions in kind.

(4) No person may be favoured by expenses that are alien to the purpose of the Society or by disproportionately high benefits.

### **§ 5 Commitment of assets**

(1) In the event of the dissolution of the association or the discontinuation of its tax-privileged purposes, the assets of the association, insofar as they exceed the paid-up capital shares of the shareholders and the fair value of the contributions in kind made by the shareholders, shall fall to Lebensmittelvergabe "Haarer Tisch", which shall use them directly and exclusively for charitable purposes serving education (e.g. the purchase and distribution of school materials at the beginning of the school year).

(2) Resolutions on the amendment of this paragraph may only be carried out in consultation with the competent tax office.

## **§ 6 Duration of the Company, Financial Year**

(1) The Company is entered into for an indefinite period.

(2) The financial year of the Company shall be the calendar year.

## **§ 7 Organs of the Company**

(1) The corporate bodies of the Company are:

- Advisory Board
- Shareholders' meeting
- Management (Managing Director)
- Editorial Board

(2) The members of the management shall act on the basis of an employment contract. Conclusion, amendment and termination of this contract shall be by resolution of the general meeting.

(3) No person may be favoured by expenses that are alien to the purpose of the corporation or by disproportionately high remuneration.

## **§ 8 Management**

(1) The company shall have one or more managing directors who shall be appointed or dismissed by the general meeting of shareholders.

(2) The general meeting of shareholders may grant the managing directors individual power of representation.

(3) The managing directors shall pay particular attention to the non-profit orientation of the association. For this purpose, the general meeting of shareholders shall issue management regulations.

(4) The general meeting of shareholders shall determine in each case whether a managing director shall be a full-time or honorary director.

(5) The above provisions shall also apply to liquidators. If the company is liquidated by the previous managing directors pursuant to section 66 (1) GmbHG, their specific power of representation shall also continue to exist as liquidators.

## **§ 9 Shareholders' meeting**

(1) A general meeting of shareholders shall be convened if required by law or by the wording of these articles of association, furthermore if the convening is in the interest of the company for other reasons, but at least once a year.

(2) The convening of the general meeting shall be the responsibility of the management. If several managing directors have been appointed, the convocation by one of the managing directors shall be sufficient. If shareholders request the convening of a shareholders' meeting, § 50 GmbHG applies with the proviso that the meeting must be convened within three weeks after the request is sent (date of postmark).

(3) All partners shall be invited to the partners' meetings in writing to the last known address. The summons shall be issued with one week's notice and shall state the agenda. The date of the postmark or the fax transmission protocol shall be decisive for the timeliness of the summons. The shareholders may waive compliance with these formalities by declaration to the management.

(4) Each shareholder may be represented in the shareholders' meeting by a co-partner or a member of a tax or legal profession.

(5) Persons who are not members or authorised representatives may not attend members' meetings unless all members agree.

(6) The general meeting shall be chaired by a chairman elected from among its members, who shall ensure that the resolutions are duly recorded. The minutes of the meeting shall be sent to all shareholders no later than four weeks after the meeting.

(7) One vote shall be granted for each EUR 1 of the share capital contribution taken over.

(8) The shareholders' meeting shall constitute a quorum if at least 75% of the share capital is represented. If a shareholders' meeting does not have a quorum, a new shareholders' meeting with the same agenda shall be convened in accordance with the provisions of paragraph 3, which shall have a quorum irrespective of the number of persons present and the amount of voting capital represented. This circumstance shall be pointed out in the new summons.

(9) Unless otherwise provided by law, resolutions may also be adopted in writing, including by email. Such a resolution shall also be adopted by the chairman of the previous meeting.

The minutes shall be taken at the general meeting of shareholders, or alternatively by the initiator of the resolution, and copies thereof shall be sent to the shareholders without delay.

(10) Unless other majorities are provided for by law or by these Articles of Association, shareholders' resolutions shall be adopted by a simple majority of the voting capital represented. The following resolutions require a majority of 3/4 of the voting capital:

- Resolutions pursuant to § 5 para. 2 of these Articles of Association;
- Capital increases or capital decreases;
- Measures under transformation law, in particular mergers and spin-offs;
- Conclusion of inter-company agreements, in particular profit transfer and/or domination agreements;
- Changes to the purpose of the company;
- Appointment and dismissal of managing directors;
- Transfer of registered office abroad;
- Liquidation of the company.

(11) Shareholders' resolutions may only be challenged by filing an action within a period of one month after the copy of the shareholders' resolution has been sent.

## **§ 10 Competence Shareholders' Meeting**

(1) The general meeting of shareholders is the governing body of the company and makes all fundamental decisions. In doing so, it pays particular attention to compliance with the idealistic objectives as described in §§ 2,4 and 5, as well as the preservation of the company's substance.

(2) The general meeting of shareholders shall in particular be competent and obliged to decide on the following matters:

- Approval of the annual financial statements,
- Resolution on the appropriation of profits within the framework of the provisions of the German Fiscal Code on "tax-privileged purposes",
- Discharge of the Management Board.

In addition, the general meeting of shareholders shall perform the following duties:

- Appointment and dismissal of the managing directors as well as conclusion and termination of the employment contracts,
- Transfer of the registered office and sale of the entire company or parts of the company,
- Decisions on inter-company agreements,
- Structural measures that amount to changes of object or purpose,
- Amendment of the Articles of Association.

### **§ 11 Competence of the Advisory Board**

(1) The task of the advisory board is to provide ideas for the economic development of the company. It does not have any decision-making authority.

(2) The advisory board consists of experts in publishing and anthropology.

(3) It shall be fixed by the general meeting for a period of 2 years.

### **§ 12 Annual financial statements, appropriation of results**

(1) The annual accounts shall be prepared and signed by the managing director(s) by 31 March of the following year and shall be forwarded without delay to the general meeting of shareholders for adoption of the annual accounts.

(2) The annual financial statements shall be audited by a member of the tax advisory or auditing professions even if this is not required by law. The auditor shall be appointed by the general meeting of shareholders. The audit shall be carried out at the expense of the company.

(3) The general meeting of shareholders shall decide on the appropriation of profits within two months of the presentation of the annual financial statements within the framework of the purposes set out in the Articles of Association. When setting up reserves, the provisions of the tax law on non-profit organisations must be observed. If the profit is not allocated to a reserve, it shall be used promptly for the realisation of the purpose of the association.

### **§ 13 Disposal of shares**

(1) Any division, merger, sale or assignment of shares against or without consideration, as well as any transfer by way of security, pledging

The transfer or other encumbrance of shares, including the creation of usufruct, is only permitted with the written consent of the company. No consent is required for the transfer of shares to other shareholders.

(2) The consent may only be given by the managing director on the basis of a unanimous resolution of the general meeting of shareholders.

#### **§ 14 Redemption of shares**

(1) The redemption of shares is permissible at any time with the consent of the shareholder concerned.

(2) The compulsory redemption of a share is also permissible if

- a shareholder grossly violates his or her duty as a shareholder or there is another important reason in his or her person;
- insolvency proceedings are opened against the assets of a shareholder or the opening of such proceedings has been refused for lack of assets;
- compulsory enforcement measures are taken by a creditor of a shareholder in respect of the shareholder's share and the party concerned has not succeeded in having the measure revoked within one month of its commencement. In the case of compulsory execution measures, the company may satisfy the executing creditor, whereby the shareholder concerned may not object to the satisfaction;
- if the share of a partner has passed by way of succession or on the basis of a legacy to persons other than co-partners,
- the shareholder gives notice

(3) The redemption shall be effected by resolution of the general meeting of shareholders without the participation of the shareholder concerned and by simple majority.

(4) Instead of redemption, the company may determine that the share concerned shall be assigned to itself or to a natural person or legal entity to be designated by it. Paragraph 3 shall apply mutatis mutandis.

#### **§15 Withdrawal from the company; death of a member**

(1) Each shareholder may resign from the company without notice if there is good cause, otherwise with six months' notice to the end of a financial year. Any declaration of resignation must be made by registered letter to the managing directors, whereby for a

The date of the postmark or email shall be decisive for the timeliness of the declaration of withdrawal.

(2) The Company shall be entitled to redeem the withdrawing shareholder's share or to demand that it be assigned to a natural person or legal entity to be named by it.

(3) The rights of the withdrawing shareholder shall be suspended between the declaration of withdrawal and the completion of the withdrawal or the assignment.

(4) In the event of the death of a partner, his shares shall pass to the other partners. The heirs shall be compensated in accordance with § 15.

### **§16 Severance pay**

(1) With regard to the provisions of §§ 2 and 3 of these Articles of Association, the shareholders shall not receive any compensation in the event of a redemption or assignment of shares or any other withdrawal of a shareholder, to the extent permitted by law.

(2) Should this provision be or become ineffective despite the non-profit character of the company, the compensation shall in any case be limited to the amount of the paid-up share capital contribution to the extent permitted by law.

### **§ 17 Liquidation of the Company**

(1) The dissolution of the company shall take place in the cases determined by law.

(2) The resolution of the general meeting on the dissolution of the company may only be passed unanimously.

(3) The liquidation shall be carried out by the managing directors or by one or more liquidators appointed by the general meeting.

### **§ 18 Final Provisions and Severability Clause**

(1) The formation costs, in particular lawyer's, notary's and tax consultant's fees for consultation, preparation and execution of the notarisation of the memorandum and articles of association and for the registration in the commercial register as well as any taxes incurred shall be borne by the company.

(2) Should one or more provisions of this contract violate a statutory prohibition or be void or ineffective for other reasons, this shall not affect the validity of the remaining contract. The void or ineffective provision shall be replaced by the effective provision that comes closest to the void or ineffective provision.



(3) Announcements of the shareholders shall be made electronically in the Federal Gazette of the Federal Republic of Germany, unless other or further publications are mandatory by law.

(4) Any amendment to this Memorandum of Association shall be notified to and agreed with the competent tax office before the amendment becomes legally effective. The new version of these articles of association shall be filed with the commercial register.