

Articles of Association

of

Doorways gGmbH

§1

Company Name, Registered Office

- (1) The company's name is Doorways gGmbH.
- (2) The registered office of the company is Barnstedt.

§2

Object of the Company

- (1) The object of the company is the promotion of development cooperation (§ 52 para. 2 no. 15 AO) as well as the promotion of education, general and vocational training including student assistance (§ 52 para. 2 no. 7 AO) and the promotion of science and research (§ 52 para. 2 no. 1 AO).
- (2) The company shall pursue exclusively and directly charitable purposes within the meaning of the section "tax-privileged purposes" of the German Fiscal Code.
- (3) The company shall realize its statutory purposes, particularly through the implementation of training and other educational projects in countries of the Global South. This includes the coordination and organization of educational events such as workshops, training courses, lectures or informal meetings. For the implementation of the projects, the company cooperates, if necessary, with further national and international partners, provided such cooperation always corresponds to the charitable purpose and thus contributes to the promotion of development cooperation. Partners may include various legal institutions, including government organizations, public institutions or private enterprises.

The company shall also realize its statutory purposes through projects in general and vocational education including student assistance. This includes the coordination and organization of educational events such as workshops, training courses, lectures or informal meetings.

Furthermore, the company shall realize its statutory purposes through projects to promote science and research. This includes the independent implementation of research projects including the collection and evaluation of data, the writing of scholarly articles and cooperation with universities and other research institutions within the framework of joint research projects.

- (4) The company is not obliged to pursue all purposes with the same intensity or at the same time.

§3

Non-Profit Status, Commitment of Assets

- (1) The company is a non-profit organization within the meaning of § 51 AO. It acts selflessly and does not primarily pursue its own economic purposes. The company's funds may only be used for the purposes set out in the Articles of Association.
- (2) No person may be favored by expenses that are unrelated to the purposes of the company or by disproportionately high remuneration. The shareholders do not receive any shares of profits or any other benefits from the company's funds in their capacity as shareholders. Upon leaving the company or in the event of dissolution of the corporation or the discontinuation of tax-privileged purposes, they shall receive no more than their paid-in capital shares and the fair market value of their contributed assets.
- (3) In the event of dissolution or termination of the corporation or discontinuation of tax-privileged purposes, the assets of the corporation, insofar as they exceed the paid-in capital shares of the shareholders and the fair market value of the assets contributed by the shareholders, shall fall to the "Stiftung Universitaet Lueneburg" (Foundation of the University of Lueneburg) to promote science and research (§ 52 para. 2 no. 1 AO).

§4

Fiscal Year

- (1) The duration of the company is indefinite.
- (2) The fiscal year of the company is the calendar year.
- (3) The first fiscal year is a short fiscal year beginning on the date of registration of the company in the commercial register and ending at the close of the calendar year of registration.

§5

Share Capital, Capital Contributions

- (1) The share capital of the company amounts to EUR 25,500.00 (in words: twenty-five thousand five hundred euros).
- (2) Of the share capital, the following are taken over:
- (a) Shares no. 1 to 8,500 each with a nominal value of EUR 1.00 by shareholder Benjamin Bernhard Scharweit,

- (b) Shares no. 8,501 to 17,000 each with a nominal value of EUR 1.00 by shareholder Carina Bohlayer, and
 - (c) Shares no. 17,001 to 25,500 each with a nominal value of EUR 1.00 by shareholder Karl Jakob Weers.
- (3) The contribution must be made in cash and is due immediately.

§6

Management, Representation

- (1) The company has one or more managing directors. If several managing directors are appointed, the company is represented by two managing directors or by one managing director together with a holder of a commercial power of attorney (Prokurist).
- (2) Even if several managing directors are appointed, one or more managing directors may be granted the right by shareholders' resolution to represent the company alone.
- (3) By shareholders' resolution, all or individual managing directors may be released from the restrictions of § 181 BGB.
- (4) If the company is liquidated, the rules of representation are pursuant to paras. (1) to (3) shall apply accordingly to the liquidators.
- (5) For measures and transactions exceeding the ordinary course of business of the company, the managing directors require prior approval by shareholders' resolution.
- (6) The managing directors must conduct the company's business in accordance with applicable law, the Articles of Association and the resolutions of the shareholders' meeting.

§7

Shareholders' Meeting

- (1) An ordinary shareholders' meeting shall be held once a year within two months after the preparation of the annual financial statements by the management. In addition, extraordinary meetings shall be convened if required in the interest of the company or at the request of shareholders holding at least 10% of the share capital, stating the purpose and reasons for the meeting.
- (2) The meeting shall be convened by one or more managing directors in writing by registered letter with two weeks' notice and notification of the agenda. The invitation to the ordinary shareholders' meeting shall be accompanied by the annual financial statements and, if required, the management report as well as,

in the case of an audit of the annual financial statements, the audit report. When calculating the two-week period, the day of dispatch of the invitation and the day of the meeting shall not be counted. For the effectiveness of the invitation, it shall be sufficient if the invitation is sent to the last known address of the respective shareholder. The invitation must state the agenda as well as the place, time and date of the shareholders' meeting.

- (3) The shareholders' meetings shall be held at the company's registered office. With the consent of all shareholders, a shareholders' meeting may also be held at another location.
- (4) The shareholders' meeting shall only constitute a quorum if at least three-quarters of the total share capital is present or represented. If this is not the case, a new meeting with the same agenda shall be convened at the request of a shareholder, observing the provisions for convening meetings. This new shareholders' meeting shall be quorate regardless of the share capital represented, provided that this was indicated in the invitation.
- (5) The shareholders may at any time waive compliance with all deadlines and formal requirements for convening and holding a shareholders' meeting by unanimous shareholders' resolution. Insofar as a shareholder participates in a shareholders' meeting without objecting to any defects in the convening and holding of the shareholders' meeting, he shall be excluded from asserting such defect.
- (6) Each shareholder may be represented at the shareholders' meeting by a co-shareholder or a member of the legal or tax advisory professions who is bound by professional secrecy, on the basis of written authorization or authorization sent by fax. A shareholder may also bring such a person as an advisor.
- (7) The meeting shall be chaired by the chairman. The chairman shall be elected by a simple majority of the shareholders present and represented. If none of the shareholders receives the required majority, the meeting shall be chaired by the shareholder present with the highest participation, or in the case of equal participation, by the older shareholder. The chairman of the meeting shall formally establish the quorum, the voting results and the resolutions passed.
- (8) If no notarial minutes are taken of the course of the shareholders' meeting, the chairman of the meeting shall ensure that minutes are promptly prepared which must contain at least the place and date of the meeting, the determination of compliance with the formal requirements of the convening or the waiver thereof by all shareholders, the participants, the items on the agenda, the resolutions passed and the voting results. The minutes must be signed by the chairman of the meeting. Each shareholder must be provided with a copy of the minutes within two weeks.

§8

Shareholders' Resolutions

- (1) Voting shall be based on shares. Each EUR 1.00 of the nominal value of a share grants one vote.
- (2) Shareholders' resolutions shall be adopted unanimously, unless otherwise provided for in this agreement or required by law. They may also be adopted outside a shareholders' meeting and are valid without form, unless a specific form is prescribed in this agreement or by law.
- (3) Abstentions and invalid votes shall be deemed not cast. In the event of a tie, a resolution shall be deemed rejected.
- (4) All shareholders' resolutions must be recorded. The minutes must be signed by the managing directors. Each shareholder shall receive a copy.
- (5) Shareholders' resolutions must be contested within one month. The period begins on the day the resolution is passed. Insofar as a shareholder was not present, the period shall begin upon receipt of a copy of the minutes of the shareholders' meeting. The one-month period is only observed if an action for annulment is filed with the competent court within this period.

§9

Assignment of Shares and Other Disposals

Any disposal, whether for consideration or without consideration, of shares, parts of shares particularly their transfer or encumbrance) or of claims of a shareholder against the company shall require the prior consent of the shareholders' meeting to be effective, which shall decide on this by unanimous resolution of all votes existing under the Articles of Association.

§10

Announcements

Announcements of the company shall be made only in the Federal Gazette, insofar as publication is required.

§11

Final Provisions

- (1) Should individual provisions of this agreement be or become invalid, the remaining content of the agreement shall remain valid. In such case, the shareholder is obliged to replace the invalid provisions with a new and valid provision that comes closest to the intended purpose.

(2) The above provisions shall apply only insofar as mandatory law does not provide otherwise. Otherwise, the provisions of the German Limited Liability Companies Act (GmbHG) shall apply.

(3) The costs of notarization of the Articles of Association as well as any amendments necessary for registration of the company in the commercial register, the costs of registering the company with the commercial register and its entry including publication costs, the costs of any approvals required in the course of the company's formation as well as the costs of formation advice shall be borne by the company up to a maximum total amount of € 2,500; formation costs exceeding this amount shall be borne by the shareholders. The company shall bear the costs associated with any future capital increases.

Signed: C. Bohlayer, B. Scharweit, Jakob Weers

Certification pursuant to § 54 para. 1 sentence 2 GmbHG

I hereby certify that the above reproduced wording of the Articles of Association of Doorways gGmbH contains the amendment to the Articles of Association resolved by my deed of today – UVZ-No. 138/2022 – and that this corresponds to the resolution contained therein regarding the amendment of the Articles of Association.



Lueneburg, 01.11.2022