

AMENDED AND CODIFIED ARTICLES OF ASSOCIATION OF THE ASSOCIATION OF LIMITED LIABILITY UNDER THE TRADE NAME " APOLLON ORGANIZATION OF COLLECTIVE MANAGEMENT OF GREEK MUSICIANS' RIGHTS (royalties) LIMITED LIABILITY ASSOCIATION" and DISTINCTIVE TITLE " APOLLON O.S.D.D.E.M."

1st Article

Establishment of the Association- Trade Name

1. According to the provisions of Law 1667/1986 regarding " civil associations" and Law 2121/1993 regarding "copyright of related rights (royalties) and cultural matters" , the signatories established an Association of Limited Liability under the trade name " APOLLON ORGANIZATION OF COLLECTIVE MANAGEMENT OF GREEK MUSICIANS' RIGHTS (royalties LIMITED LIABILITY ASSOCIATION" and DISTINCTIVE TITLE " APOLLON O.S.D.D.E.M." which associate with the present AoA as per Law 4481/2017 regarding the "collective management of copyrights and related rights , granting of multi-territorial licenses for online uses of music words and other issues competence of the Ministry of Culture and Sports" , and codify furthermore in a unified text.

2. The above trade name and the above distinctive title may be used in its exact translation in any language.

2nd Article

Background- Cause of Establishment

Having taken a decision by the Greek Musicians, regardless to their cultural, religious , notional and other convictions , to struggle for the improvement of their working conditions, they have decided to proceed in the establishment of the said Association , so that the directly concerned parties to assume the management and protection of the in general products of work , personality and offer of theirs in the social entirety. The



Association aims at , specifically through the cooperation of its members and the beneficiaries with profits , the financial , social and cultural growth of theirs and the improvement of their life quality , within the framework of a common business based on the principles of equality of freedom and solidarity.

3rd Article

Term-Registered Office

Term- Registered Office is defined to one hundred (100) years from its lawful foundation. Upon the expiry of the said period of time and until the Association is dissolved , its term is ex officio extended indefinitely , rendering itself as of indefinite time.

2.The registered office of the Association is defined to be the Municipality of Athens and as its premises the immovable property at 10 Sapphus Street. The transfer of the facility of the Association within the boundaries of the Municipality is taken upon decision of the Board of Directors .

4th Article

Operation District- Annexes

The Association , based on article 8 par. 3 sec b Law 4481/2017, exceptionally of the localization principle , may operate and in deed operates on a pan-hellenic grounds, and - within the frameworks of the national rules , the community law and the international contracts - may operate on an international level. For the most successful and effective service of the Association's interests , annexes or agency offices may be established upon decision of the BoD anywhere inland or abroad of the Association , upon approval of the supervisory authority, so long is required.

5th Article

Objective Purpose- Competencies

1.The objective purpose of the Association is the management and protection of the
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related to the intellectual property rights (copyrights) of the musicians/performers. The valid legislative framework sets the said rights under the regime of compulsory collective management.

2.The Association manages and protects the related rights of the beneficiaries musicians/performers and of their successors or possible future successors , in life or cause of death or foundation or bequeathal which the beneficiary or their successors and entities in general representing the beneficiaries including also other organization of collective management or unions of beneficiaries form , so long the above natural or legal entities , on the one hand possess a related right and are entitled a share of the revenues which emerge from the utilization of the said rights, and on the other hand meet the requirements for the entrance of a member or for the acquisition of the regime of the targeted beneficiary and their registration is approved, according to the terms and the requirements of the relevant legislative provisions and the present Articles of Association.

3.The Association is obliged to administer the property right, the powers or the categories of powers or kinds of works or protection objects which have been assigned to the said , so long its management falls into the field of its competence, unless there exists objectively justified reason to refuse the assumption and undertaking of the management.

4.The Association is obliged to act based on the maximum interest of the beneficiaries, whose rights represents and not to impose any obligations which are not objectively necessary for the protection of the rights and their interests or for the effective management of their rights.

5.The Association makes any effort to ensure for the beneficiaries appropriate fees for the use of their works , in relation to the each time financial value of the use of rights, the nature and the extent of their works/performances , the rendered services to the user and the benefit of the latter from the exploitation of the works.

6.The Association , upon decision of the General Assembly of its members, may



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constitute a unified organization of collective management with other organizations of collective management of related rights , so long it is foreseen by law, with the intention the collection of a reasonable and unified fee which is prescribed by article 49 Law 2121/1993, as each time is valid , to a non-profitable basis , and which may assign exclusively , specifically , negotiate , grant licenses , agree the amount of fees, project the relevant claims for the payment , proceed in every judicial or extra-judicial action , collect the relevant reward from the users and distribute the said to the relevant organizations of collective management.

7.The Association , upon Decision of the General Assembly of its members, constitutes, participates , amends , departs , dissolves any nature and form legal entities specifically organizations of collective management or independent entities of copyrights or/and related rights managements, inland or abroad.

8.For the accomplishment of its purposes, the Association , has indicatively the following competencies:

a) to administer and protect the property right and the powers which emerge from that, as well as the categories of powers or kinds of works or protection objects for the territories of choice of the beneficiaries , regarding the related rights which have been transferred or assigned upon relevant power provision as per assignment contract.

b) to inform the beneficiaries regarding their rights as well as the terms of exercising their rights, in such way that is foreseen in the relevant legislative provisions and among others, at least by posting in the website of the Association and upon contact via email with the beneficiary.

c) to define, by decision of the BoD , the terms and the requirements, according to which the users are entitled to duly and lawfully exercise the powers which emerge by the administered by the Association rights, claiming a reasonable reward, according to article 49 Law 2121/1993, drawing up and publishing for that purpose an analytical remuneration list , for he radio-television transmission and the general public performance of the interpretations/performances , the management of the rights which



derives from which has been assigned to the Association. During the formulation and enforcement of the remuneration list , the Association objectively enforces criteria and acts without any arbitration and without proceeding in abusive discriminations, specifically taking into consideration the each time financial value of the use of the rights, nature and extent of the renditions/performances of the beneficiaries , the rendered services to the user and the benefit of the latter from the utilization of the projects.

d) upon decision of the BoD , to draw up , amend or terminate contracts with the users or and representation unions or entities for the operation terms of renditions/performances and in general protection objects , as well as for the due reasonable fee , in percentage , flat rate or minimum,

e) to ensure to its member and the beneficiaries a reasonable percentage , flat rate or minimum compensation, according to those defined in article 32 and 39 Law 2121/1993,

f) to collect the fees which are foreseen in Law 2121/1993 and Law 4481/2017 and correspond to the operation /utilization of rights which are under management,

g) to distribute the collected amounts among its members and the targeted beneficiaries , upon the deduction of the management expenses and any other amount which is prescribed by Law , the assignment Contract , the Regulation of distribution or the Decisions of the BoD of the Association or the General Assembly of its members,

h) to maintain correct and updated records of the members and beneficiaries , the granted licenses and the uses of renditions/performances,

i) to receive any expedient mean for the effective collective management of the rights which are under management and protection, specifically by checking the data provided by the beneficiaries and the users.

j) upon decision of the BoD, to draw up, amend or terminate contracts of unilateral or



mutual representation with foreign bodies of collective management of rights for the management , protection , collection and distribution of the rights of beneficiaries, by updating the said bodies regarding the revenues, deductions, as well as any other information concerning the management of rights by virtue of the specific contracts, as foreseen specifically in Law 2121/1993 and Law 4481/2017,

ja) to exercise the right of the beneficiary to provide license or refuse the provision of a license into an operation of wire network operation for the transmission of a broadcasting via wire or other material conduits according to article 35 of Law 2121/1993,

jb) to proceed in every administrative or judicial or extra-judicial action for the lawful protection of the rights of beneficiaries who have assigned to them the management and protection of their renditions , exercising any legal aid or mean before any court or authority, domestic or foreign, specifically by submitting applications of safety measures, lodging actions , exercising judicial remedies , filing complaints or accusations and appearing as plaintiff , requesting the prohibition of acts which offend the right as towards the powers which have been assigned to them , specifically the confiscation of illegal copies or the judicial sequestration of merchandises according to article 64 Law 2121/1993,

jc) to provide to the beneficiaries , other organizations of collective management within the framework of the representation contracts and to users -even future-information , which are foreseen in articles 25, 26 and 27 Law 4481/2017,

jd) to publish and post in the website information required according to article 28 Law 4481/2017.

je)to draw up and publish the annual transparency report and the special report of article 29 Law 4481/2017,

jf) to receive from the users every necessary information for the enforcement of the numeration/fee lists , the estimation of the reward and the collection as well as the



distribution of the collected revenues from rights, by using the relevant recognized industrial standards,

ig) to act , upon the cooperation of a public authority or according to the procedure of article 64 Law 2121/1993, the necessary inspections in sale or lease or loan stores of copies of material bodies with the registration of the renditions/performances from which derive the rights which are administered and protected or of public performance of the said registered renditions/performances, in order to confirm whether the said relevant acts or omissions offend the rights of its members , the targeted beneficiaries and those representing entities,

jh) to provide social, cultural or training services for the benefit of its members and the beneficiaries , to organize conferences which concern issues of related rights and intellectual property and participates in those , proceed in studies and the updating of its members and the society for matters of special and general interest , acts or co-acts in the formulation of actions and programs for the protection of the interests of its members and beneficiaries, investigate and suggest modes of improvement of the general quality of their lives,

ji) to contribute in any way is considered purposeful , in matter or in morals , to its members and the beneficiaries within the framework of the law , the decisions of the AoA of the entities and the present AoA,

k)by decision of the BoD , to draw up , amend or terminate any nature of contracts with natural or legal entities of inland or abroad , accept or reject subsidies , grants , financial or other supports by any natural or legal entity inland or abroad.

ka) to keep and administer bank accounts , as foreseen by the present AoA,

kb) to proceed in intra-community trade within the frameworks which are defined by the above competencies,

kc) to have any other competence associated to the nature and the purpose even if not explicitly mentioned in the present,.



9.The purpose and the competencies of the Association change upon decision of the General Assembly of its members.

6th Article

Documents- Definitions

1.The Association is presumed that has the competence for the management and protection of the rights upon all works or protection objects or all beneficiaries , for which or for whom declare in writing that have transferred to them the relevant powers or rights of reasonable reward or that are covered by power of attorney or via any other contractual agreement.

2.Regarding the related rights which the Association administers and protects , which the law has placed under the regime of compulsory collective management, is presumed that represents all regardless beneficiaries , domestic and foreign , and all regardless their projects.

3.The Association acts judicially or extra-judicially in its name , so long its competence is based on the transfer of the relevant power , into a power of attorney or another contractual agreement. Moreover, is legalized to exercise all rights which have been transferred to him by the beneficiary or which are covered by the power of any other contractual agreement.

4.According to article 7 par. 2 Law 4481/2017 for the judicial pursue of the protection of the projects and the beneficiaries who are presented by the Association , the sample-taking report of the projects which have become object of exploitation without the required license or without the payment of the reasonable compensation is adequate and the full numbering of those projects is not demanded.

5.The present AoA is valid and enforced as each time prevails, as well as under the meaning of the decisions of the AoA of the Association's entities, the assignment contracts and the distribution regulation or possible other special or general regulations are duly enacted. All the above texts are meant as a total , contain and

include similar binding validity, each member of the Association or beneficiary or represented entity is considered that accepts those as binding , adhering to the regulations on his own will and unreservedly.

6.Each reference to the present AoA in relevant legislative provisions, in the same AoA and the decisions of the AoA of the Association entities is meant that is done as the said texts are each time in validity.

7.Wherever in the present AoA there exists the word " assignment" or " assignment contract" either the granting of power or the transfer of rights is meant and the differentiation of the consequences /relations shall be conducted by the bodies of the Association based on the special per case relation.

8.The Members and the beneficiaries from their entrance into the Association is meant that have transferred to the said the total of the powers which emerge from their property right upon all their projects or protection objects , existing and future , within the Greek Territory and internationally , indefinitely otherwise for the above legislative prescribed time, unless it is agreed otherwise by assignment contract.

9.Wherever in the present AoA the word " members" of the Association is mentioned its " partners" are meant and vice versa , wherever the words " beneficiaries by profit" are mentioned means the "covered" non members of the Association and vice versa, wherever the word " beneficiaries" is mentioned are meant so much the members of the Association as well as the beneficiaries by profit , wherever the words " bodies/entities of collective management of rights" of inland or abroad are mentioned , means any legal form functioned competently authorized by license either as organizations of collective management or as independent management entities or administer copyrights or/and related rights.

10.The terms "organization of collective management" , " independent entity of management" , "protection objects" , "operation license" , " representation contract" , "user" , and "repertoire" are used in the present AoA as defined specifically by article 3 Law 4481/2017.



11. The property relations between the Association and each member or beneficiary by profit , due to any cause , are registered into a special for each member or beneficiary by profit account , where the collected rights are debited and credited for their account corresponding to them, as well as the obligations towards the Association , as those are defined specifically by law, the present AoA , the assignment contract , the distribution regulation and the decisions of the statute entities of the Association.

12. Each member or beneficiary by profit or represented body receives the reasonable or agreed fee by the Association which corresponds to the said upon the deduction of the managerial expenses and any other amount is deducted for its estimation , as defined by the present AoA , assignment contract , distribution regulation and the decisions of the statute entities of the Association , is meant that accepts unreservedly the correctness of the liquidation and the necessity of the carrying out of management expenses (and any other deducted as above relevant amount) for the achievement of the collection of a reasonable reward which corresponds , unless is declared otherwise in writing during the distribution or the yield of the relevant amounts.

13. The Association gives the opportunity to its members, the beneficiaries by profit and the represented entities to contact via email, even for the exercise of their rights.

14. The Association is obliged to comply with the provisions of law, specifically Law 1667/1986, Law 2121/1993 and Law 4481/2017 , as valid each time , under the reservation of a contrary regulation of the present AoA which does not oppose to a provision of the compulsory law. The Association is obliged to comply also with the present AoA , the distribution regulation , the assignment contracts and the decisions of the AoA.

7th Article

Associations- Unions

For the achievement of its purposes, the Association upon decision of the BoD , may



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enter into contract with any natural or legal entity of inland or abroad (even with its members) , whereas by decision of the General Assembly of its members may participate in commercial, social, syndical bodies (i.e. unions or Association Federations , Chambers , business unions, organizations of collective management of rights , independent entities of rights' management) inland and abroad.

8th Article

Rights under administration

The rights which are administered and protected by the Association, according to the relevant provisions of Law 2121/1993 and 4481/2017 , as each time are valid, are specifically the following:

- a) the compensation right , as defined in article 18 of Law 2121/1993 , for the re-production of the recorded performances of the performers/musicians for private use, which is carried out by technical and audiovisual means (i.e. recording devices, in material sound bodies or sound and image , magnetic tapes, electronic computers lap top or nor , phones and other bodies expedient for the said re-production),
- b) the right of the reasonable fee for the public execution of the recorded performances of the performers/musicians and its transmission and re-transmission in public , according to article 49 of Law 2121/1993, by radio-television in any way such as i.e. by electromagnetic waves, cables or other material conduits,
- c) the management right of the property claim of the performers/musicians of the annual supplementary fee, as defined in article 52 of Law 2121/1993 and compulsorily its management is assigned to the organizations of collective management of rights of the performers/musicians.

9th Article

Record

The Association keeps records of its members, the beneficiaries by profit and the

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represented bodies, in which are registered necessarily by their particulars :a) the name, father's name, the profession and the residence of the partners of natural entities , the trade name and the registered office of legal entities, contact data , including the address of email, so long there exists and b) the date of entrance and their exit. The keeping of the records as each time is prescribed by Law , regularly is updated and communicated to the supervisory authority once annually.

10th Article

Entrance of Members and Beneficiaries by profit

1.For the entrance into the Association of a member or a beneficiary , the candidate submits to the BoD of the Association a written application, in which solemnly declares that positive requirements exist on his behalf and no negative ones, which are defined by the AoA and the law for the acceptance or the rejection of his request respectively. Upon the submission of the said registration application, it is strongly presumed that the applicant received full knowledge of the provisions of the AoA , the distribution regulation , the regulations and valid decisions of the bodies of the Associations and that accepts those unreservedly.

2.The BoD decides by its free will for the acceptance or not of the relevant application in the first upon the submission of the said application meeting. In case of non fulfillment of the positive requirements for the acquisition of the membership and the payment of the association share , the BoD may accept as per its free will the request of entrance of the applicant under the regime of the beneficiary by profit , as defined below.

3.The registration of the new members/partners is approved by the forthcoming General Assembly. The membership is acquired by decision of acceptance of their application by the BoD , however the participation of new members in the procedures of decision making and the possibility to be proclaimed as officials which is prescribed by the AoA and law , is permitted upon the approval of their registration by the General Assembly of the Association Members.



4.The General Assembly of the Association's members decides as by its free will , upon the acceptance or not of the registration applications which were not made accepted by the BoD , which is obliged to bring them before the General Assembly during the first upon the rejection of the application meeting. The General Assembly does not only investigate whether the applicant meets the requirements of entrance but also freely examines whether the acceptance of the application harms the interests of the Association or may disturb the smooth operation of the said. Against the negative decision of the General Assembly, the applicant has the rights prescribed by Law.

5.Members of the Association who departed, deleted or excluded or whose assignment contract was ended , acquire the capacity of the beneficiary by profit according to the definitions of the present AoA.

11th Article

Positive and Negative Requirements of Entrance/Admission

1.The membership/partnership of the Association may be acquired:

a) by natural entities, which have participated upon their rendition or execution of theirs to at least two hundred (200) titles of musical sound works or sound and image, regardless to the material of the substrate in which the rendition or the performance has been incorporated , b) organizations of collective management of rights or independent entities of right management, established in Greece , competently licensed and operating based on Law 2121/1993 and Law 4481/2017 , which represent beneficiaries natural entities which meets the requirements of case a' of the present paragraph or/and legal entities which represent the said as above beneficiaries.

2.For the acquisition of a membership/partnership of the Association the payment of an amount of the association share is demanded according to those defined in the present AoA.

3.Specifically for the organizations of collective management of rights or the independent entities of right's management , wishing to acquire the membership into



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the Association , also the following requirements must be fully met : a) lack of conflict of interests between the Association , its members and the beneficiaries and the members/partners/shareholders/administration or management members of the said legal entities, b) prohibition of exercising simultaneously possible competitive policies on behalf of the said legal entities c) approval of entrance for the independent management entity by the increased majority of 75% of the present members of the General Assembly of the Association , whereas must simultaneously file along with the submission of their registration request the following particulars:

a) the competently published and certified Articles of Association of theirs, in which also the amount of their capital is included, if that is prescribed by the relevant legal form, the address of the registered office or of the branches or its premises, the tax registration number , proving evidences of the permanent establishment inland , contact data , email address included , b) operation license in Greece , as prescribed by article 4 Law 4481/2017 or certification of the supervisory authority for the notification of the data which are prescribed by article 4 par. 8 Law 4481/2017 , c) identity and lawful representation data of the natural entities participating in the administration or management , which should not have been indicted by final decision for a felony or having been sentenced for a felony or misdemeanor into a freedom-depriving punishment above two (2) years or, regardless to the sentence, for crimes against property or property rights , smuggling , forgery or counterfeiting , tax evasion , bribery , a fact which is proved by the adducing of certificate of the competent court's authority and a police record transcript , d) the particulars and the assignment contracts of the beneficiaries who have assigned or are about to assign to the Association through the said legal entities the management and protection of powers which derive from their property right as well as the repertoire of the said beneficiaries into a machine-readable format e) the regulation of the distribution of rights, from which the time, principles and mode of distribution of the revenues from rights per category of beneficiaries representing emerge , f) the amount of the management expenses, g) the annual transparency report of article 29 Law 4481/2017 for the organization of collective management and certification of the supervisory

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authority for the publishing of the information prescribed by article 32 par. 4 in combination with article 28 Law 4481/2017 for the independent management entity , which must fulfill the terms of article 32 par. 2 and 3 of Law 4481/2017 so long has the form of a joint-stock company (known as Societe Anonyme).

4.The contribution of requirements for admission into the Association of a legal entity as member is re-examined every three years from his entrance, whereas in case that the said requirements are no longer fulfilled , the member acquires the capacity of the beneficiary by profit upon decision of the Board of Directors of the Association. In case of disagreement of a member , the General Assembly of he Association's members decides upon in its first meeting.

5.Those who fail to meet the requirements of membership and have participated by their rendition or performance in at least one title of musical sound work or sound and image, regardless to the material substrate in which the rendition or performance has been incorporated or so long prove that the exploitation from public performance of their work produces related rights for which they are entitled to a reasonable and fair fee, acquire the capacity of the beneficiary by profit , as defined by previous article of the present AoA.

6.They are not fit to acquire the membership /partnership or the capacity of the beneficiary by profit minors, those under liquidation or into a regime of bankruptcy or pre-bankruptcy stage or under the regime of transaction, those placed under the regime of partial or full auxiliary or depriving judicial support. Moreover, those who have assigned the management or/and protection of their rights granted to the Association into another entity of collective management, those exercising or participating in any way into a similar business with the purpose to form an Association , those sentenced by final court's decisions for offences of article 66 Law 2121/1993, obliged to adduce towards that purpose their criminal records , those who have been members or beneficiaries by profit of another entity of collective management of rights and were deleted therefrom due to penal sentence or administrative malpractice, those having conflicted interests with the Association.

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12th Article

Association Shares

- 1.The association share of each member/partner amounts to 73,37 euro , is undivided and equal for all partners. Its value may be increased during the course of the materialization of the Association's purposes according to its needs, upon decision of the General Assembly of its members which is taken by the increased majority of three fourths (3/4) of the present members, as defined by the present AoA.
- 2.Each partner is obliged as soon as he becomes accepted as member of the Association , to pay the value of his share. In case of weakness of payment, the value of the association share is withheld from future distributions of rights, without the said incident to differentiate the rights and obligations of a member.
- 3.Each member of the Association has one (1) association share. The same is valid also for legal entities regardless to the beneficiaries represented.
- 4.Each association share has one (1) vote.
- 5.The association share is non-transferable in life, is transferred however due to cause of death to the heirs of the natural entity or due to general succession to the general successor of the legal entity , so long all heirs or the successors meet the requirements of member's entrance, a fact for which the BoD of the Association decides upon, otherwise they acquire the capacity of the beneficiaries by profit. In case of disagreement of all heirs or successors with the above decision of the BoD the General Assembly of the Association's members decides upon its first meeting. More heirs or successors who meet the requirements of e member's entrance acquire an association share ab indiviso , that of the inherited party, whereas to define and announce to the Association in writing one representative of theirs for the exercise of their rights.
- 6.The liability of each partner for the debts of the Association solely reaches the amount of his association share. Upon his exit from the Association , the partner is



entitled to receive only the nominal value of the association which evidently paid up.

13th Article

Assignment Contract

1. Each member or beneficiary by profit draws up with the Association an assignment contract, by which the specific terms and conditions of assignment from him to the Association of the management or/and protection of rights or powers (rights) which emerge thereof or categories of powers or kinds of projects or protection objects of his choice , for the territories of his choice, regardless from the member-state, nationality, residence or establishment either of the organization of collective management or the beneficiary are defined.

2. The assignment may be conducted by transfer of the right or the relevant powers towards the purpose of management either by provision of the relevant power (proxy) or by any other contractual agreement.

3. The assignment is carried out each time in writing and for a specific period of time which may not be above three (3) years. In case of doubt it is presumed that the assignment concerns all works , in which also future works are included, for a period of time which may not exceed the three (3) years . In case of non written termination of the said contract either by the beneficiary or by the Association at least one month before the expiry of the initial or by extension of the contractual term , the said is ex officio renewed under the same terms for a period of time equal to the one of the initial contract or its last renewal.

4. The association is entitled to refuse the assignment of the management whether its object is not included in the field of its activities, as well as if had objectively justified reasons.

5. The beneficiaries and the Association have the right to terminate entirely or partly the assignment contract regarding the property right or categories of powers or kind of projects or protection objects of their choice for the territories of their choice, or



revoke any from the rights , categories of powers or kind of projects and protection objects by the Association , upon written warning of three (3) months. The termination produces results when a trimester expires from the submission of a written warning, whereas the licenses which have been granted before the termination continue to be valid up to the expiry of its term.

6.If there exist amounts which are due to the beneficiary for acts of exploitation which were made before the expiry of the validity of the assignment or the submission of termination or the revocation or by virtue of license which was granted before the commencement of validity or the expiry or the termination or revocation, the beneficiary maintains his rights based on the articles 18, 19, 25, 27, 37 and 42 Law 4481/2017. The due amount is attributed to the beneficiary upon liquidation during the forthcoming of termination distribution.

7. Per deviation of the present article , no termination exists on behalf of the beneficiary nor possible termination is invalid or provides results , in case that the beneficiary obtained an advance payment by the Association towards future collections for its account , until the received advance payment is counter-balanced with the corresponding to the above collected amounts, unless the received advance payment is returned.

8.The termination on behalf of the beneficiary without for any reason whereas on by behalf of the Association for violation of the AoA or the terms of the assignment contract , specifically so long the beneficiary has filed a fake repertoire or has proceeded in false statements towards the Association upon the submission of the registration application.

9.The assignment contract is drawn up in writing and is signed by the beneficiary and the Chairman of the BoD of the Association while for its termination on behalf of the Association a decision of the BoD is demanded which is approved by the General Assembly of its members.

10. The total termination of the assignment contract and the non direct drawing up of



a new one entails the ex officio loss of the membership or the capacity of the person profiting by the beneficiary. The loss of the membership does not entail whatsoever the termination of the assignment contract but the acquisition therefrom the capacity of the beneficiary who profits.

14th Article

Rights and Obligations of the Members

1.The members of the Association have the right : a) to participate in person or via a representative in the General Assembly of the Association , taken step and vote having one (1) vote and being able to represent up to two (2) partners, as defined in the present AoA , b) to elect and be elected in the statute-entities of the Association, under the terms and requirements of the present AoA, c) to take knowledge of the balance sheet, report and year's results of the Association fifteen days before the General Assembly where are called to be approved, d) to possess any other right granting to them by the AoA or the Law.

2.The members of the Association are jointly and entirely liable for the debts of the Association which were caused upon their registration and up to their exit , up to the amount of their association share.

3.The members of the Association beyond the other obligations imposed by the present AoA , the assignment contract , the distribution regulation, or the Law , are obliged : a) to pay each ordinary or extra-ordinary contribution is concluded by the General Assembly of its members, either for the covering of losses or expenses of management or for the carrying out of investments or for any other reason, b) to pay the value of their association share , as defined by the present AoA, c) to comply with the provisions of the AoA, the assignment contract , the distribution regulation , along with the decisions of the AoA officials of the Association and law, d) to return loans or financial supports which have taken by the Association, e) to return advances of rights towards future collections of rights for their account , which have received by the Association , upon their request due to their need , f) to accept the each time



prevailing or already defined by the General Assembly percentages of revenues which is deducted before distribution for the covering of administration expenses or other expenses , g) to abstain from any act or omission harms or may harm the interest of the Association , its members or beneficiaries , h) to protect the interests o the Association , its members or beneficiaries by profit , i) to participate in the General Assembly of the Association's members , j) not to assign part or the total of the collected fees and rights to users and in general any person which has interest or could have under any cause interest from the exploitation of the renditions , ja) to update the Association for each violation of the rights of beneficiaries , jb) to inform in any expedient mean , specifically via email , the Association for each public rendition/performance of their work or for each registration or disposal in material sound carrier or sound and image , so that the Association to claim the due reasonable compensation.

4. Specifically, the organizations of collective management of rights or the independent entities of management of rights are obliged to notify the Association for each alteration of their data within ten days from the alteration and adduce any profitable data for the documentation of the management assignment towards them of the repertoire of those represented by them beneficiaries.

15th Article

Rights and Obligations of the Beneficiaries by profit and represented entities

1. The beneficiaries by profit of the Association have participation right in the distribution of the collected rights, upon the deduction of the management expenses and any other expense prescribed by the present AoA , the assignment contract , the distribution regulation and the decisions of the AoA of the Association.

2. The beneficiaries by profit of the Association have the obligations o the Association's members , apart from the acquisition of association share and the participation in the General Assembly.



3.As for the rest, the rights and obligations of the beneficiaries by profit are defined by the assignment contract , the law and the present AoA.

4.The rights and obligations of the represented bodies are defined specifically by the contract of unilateral or mutual representation which have been drawn up with the Association.

16th Article

Exit of Members and Beneficiaries by profit

1.Each member or beneficiary by profit exits from the Association so long alternatively: a) the positive or are missing or the negative requirements of his entrance exist , b) departs voluntarily by written statement of his towards the Association , which is valid upon the end of the year within which was registered, c) his assignment contract is terminated according to those defined by article 13 of the present AoA , d) is deleted due to disciplinary offence according to those defined in the present AoA, e) the natural person passes away or the legal entity is dissolved , under the prejudice of their possible succession as defined in the present AoA. the confirmation of the exit is conducted upon decision of the BoD of the Association which is communicated to the member of the beneficiary by profit, or the heirs or their successors. The exiting beneficiaries are not entitled to request the dissolution and the liquidation of the Association.

2.So long the natural entity is placed under the regime of full permanent judicial support upon the rights and obligations of the above towards the Association the temporary or permanent judicial support is replaced whereas so long the legal entity is placed under liquidation or the regime of bankruptcy to the rights and the obligations of the above towards the Association the liquidator or the temporary or the final receiver is replaced. The deceased partner is deleted at the end of the year within which he passed away, whereas in the meantime is replaced legally upon his rights and obligations towards the Association from his heirs.



3. So long as the natural entity passes away or grants quasi complete succession of the legal entity , all heirs or their successors respectively must meet the requirements of entrance of a member or beneficiary by profit per case, a fact for which the BoD of the Association decides upon. In case of disagreement of the heirs or the successors with the above decision of the BoD the General Assembly of the Association members decides upon during its first meeting. More heirs or successors who fulfill the entrance requirements must define and notify to the Association in writing one representative of theirs for the exercise of their rights.

4. The members of the Association are deleted if they violate the terms of the present AoA or the assignment contract , if they have been sentenced by final decision for the offences of article 66 of Law 2121/1993, as well as if by their acts or omissions harm the interests of the Association , its members, beneficiaries by profit of represented bodies or disturb the smooth operation of the Association. The exclusion of the members/ partners is made by decision of the General Assembly of the Association's members which is taken by increased quorum and majority, as defined by the present AoA , upon decision of the BoD. Against the decision of the General Assembly , the deleted partner has the rights which are defined by Law.

5. The exit of a member for any reason entails his ex officio loss of any office and capacity which he possibly held to entities or committees of the Association of the BoD and the Supervisory Council included. the loss is confirmed by decision of the BoD of the Association and is approved by the forthcoming General Assembly of its members by plain quorum and majority , under the prejudice of the previous paragraph of the present article. In case of non approval of the loss , the member acquires back the office he held , however the decisions of the competent entity which had been previously taken without his presence prevail , non rendered for the specific reason invalid or void.

17th Article

Disciplinary Law

1.Upon decision of the Board of Directors of the Association it is imposed to the members, the beneficiaries by profit or the personnel of the Association the disciplinary penalty of the oral or written reproach, the imposing of a fine or the deprivation of the salary amounting to one hundred (100) up to one thousand five hundred (1.500) euro , doubled in case of recurrence or termination of the employment contract for the Association. Disciplinary offence of a member or a beneficiary may entails the termination of the assignment contract on behalf of the Association , as defined in article 13 of the present AoA, with the therein mentioned consequences.

2.As disciplinary offences are considered the violation of the AoA or the terms of the assignment contract , for the members and the beneficiaries by profit and the employment regulation for the Association's personnel. The disciplinarily inspected party is called to defend himself in writing , may defend himself orally or in writing in the meeting of the BoD which abstains from the communication of the call at least seven days, where he may appear personally , along or through an attorney. The call towards his defense contains in brief the attributed offence. The decision of the BoD is called by the inspected party before the General Assembly of the Association's Members during its first meeting, whereas in case of his vindication the relevant consequences are retrospectively removed.

18th Article

Statutory Bodies

The Statutory Bodies of the Association are : a) the General Assembly of its members, b) the BoD and c) the Supervisory Council.





19th Article

General Assembly of Members

1.The General Assembly of the Association Members consists of all members , which participate and vote therein , as defined by the present AoA. Each member, natural or legal entity , participates with one (1) vote , in person or represented by another member , based on power of attorney. The proxy is granted by authorization. The legal entities must prove the lawful representation of the authorizing, submitting for that purpose the relevant documents. Each member may represent up to two (2) members. Each authorization is valid for the specific General Assembly, whereas the authorized proxy is obliged to vote according to the directions of the authorizing party. The voting may be conducted also by electronically by distance via the system which ensures the secrecy of the vote, so long as that has been established by the Association and the member who wishes to vote electronically has proceeded in the necessary formalities of identity.

2.The General Assembly is converged into an ordinary meeting once annually and within six (6)months from the expiry of the managerial business year, upon invitation of the BoD , communicated to the members thirty (30) days before the date of the meeting, by post-mail or via email.

3.The General Assembly is converged to extra-ordinary meeting whenever is called by the BoD or when is requested , defining simultaneously also the matters for discussion, the Supervisory Board or the one tenth (1/10) of the Association's members , but not less than three members. The invitation is communicated to the members at least seven (7) days before the date of the meeting, by post-mail or email. If the BoD does not converge the General Meeting within fifteen (15) days from the submission of the application for its convocation as above, the Justice of the Peace Court of the Association's registered office relatively decides , upon request of those requesting the convocation.

4.The invitation of the General Assembly convocation mentions the place , the date



and time when the assembly will be convened and the matters which shall be discussed, whereas it is posted at the website of the Association.

5. The General Assembly has a quorum and duly convenes when upon the commencement of the meeting half at least of the members of the Association are present. If there is no quorum, the General Assembly is convened seven (7) days later, without another invitation, at the same place and the same time and decides upon all issues of the initial agenda, so long upon the commencement of the meeting the one fifth (1/5) at least of the Association's members is present. If also such quorum is not formed, the General Assembly is convened seven (7) days later, without another invitation at the same place and the same hour and decides upon all matters of the initial agenda, no matter how many members are present, the number of which however is not allowed to be less than seven (7).

6. For the decision making which concern the alteration of the purpose or the registered office of the Association, the alteration of the amount of the association share or the liability of the partners, the exclusion of a partner, the extension, dissolution, revival, merging of the Association or the alteration of the mode of distribution of the profits and the revocation and replacement of the members of the BoD or the Supervisory Board and the representatives according to article 12 Law 1667/1986, the assembly has a quorum when therein the two thirds (2/3) of the members are present and in case of a repetitive voting has a quorum when half at least of the members are present. The termination of the assignment contract even entailing the loss of membership of the Association or/and possible statute bodies does not fall into the present paragraph.

7. For the estimation of the quorum percentages which are defined in the present article also the electronically or through an agent participants and voting parties are taken into consideration, so long as have declared towards that by adducing the relevant documents at the beginning of the meeting.

8. At the beginning of the meeting the president and the secretary of the assembly are



elected by the members. Up to the election of the present , his duties are carried out by the President of the BoD or if he is absent , the vice-president or its member or if there exists no such , a member of the Association which is suggested by the assembly. The president directs the works of the assembly and the secretary keeps the minutes which are signed by the President and himself. The minutes must be drawn up directly even by draft outside book of minutes and be loudly read in the presence of the Assembly , the decisions for each matter separately , directly after its making, for the confirmation of the correctness of its recording. The possible transcription of the activities of the General Assembly is in lieu of the minutes.

9.The General Assembly discusses and concludes upon all matters outside the agenda if the total of the partners are present, whereas the relevant discussion for those issues is postponed compulsorily if is requested by the one twentieth (1/20) of the members but not less than three (3).

10.The voting is conducted through raising of hands, unless the majority of the General Assembly decides to be made by name calling of the present parties by the president of the assembly or secret. Specifically for choices , granting of trust , exemption from liability , approval of the annual report and balance sheet and the personal issues , the voting is secret. The members of the BoD and the Supervisory Board have no right to vote upon the issues of the exemption from their liability.

11.The decisions of the General Assembly are taken by absolute majority (that is to say- 50% +1) of the number of the voting members. In the number of the voting parties the following are not included : 1) those who voted invalid or blank vote and 2) those who refused to vote.

13.Decision of the General Assembly contrary to law or the AoA is invalid. The invalidity is declared by the court if a member who has disagreed or has lawful interest lodges a relevant action. The action is excluded when one (1) month expires since the time which the time the decision has been made. The decision which declares the invalidity prevails for all .



20th Article

Competencies of the General Assembly of the Members

1.The General Assembly of the Association's Members is the supreme statutory body and decides upon all issues which concern the Association , so long the present AoA does not prescribe otherwise.

2.To the exclusive competent of the General Assembly specifically are subjected : a) the amendment of the AoA , b) the merging, extension of term, the dissolution and the revival of the Association , c) the approval and amendment of the operation regulation of the Association , the general terms of its activity and the working regulations , d) the approval and the amendment of the distribution regulation , e) the imposing of the ordinary or extra-ordinary contribution , either for the covering of losses or expenses of management or for the carrying out of investments or for any other reason, f) the definition of percentage of the revenues which is deducted before the distribution for the covering of management expenses or other expenditure, g) the alteration of the purpose or the registered office of the Association , h) the alteration of the amount of the association share or the liability of partners, i) the exclusion of partners , j) the election, cease and replacement of the members of the Board of Directors or the Supervisory Board and the representatives prescribed by article 12 Law 1667/1986 , ja) the participation in commercial, social, syndical bodies (i.e. unions or federations of Associations, Chambers, business unions, organizations of collective management of rights, independent entities of rights' management) inland and and abroad and the departure from them, jb) the approval of the budget , balance sheet and the year's results , jc) the exemption from any liability of the members of the BoD and the Supervisory Board as well as the representatives of the association in secondary association organizations, jd) the approval of fee or the provision of another , monetary or not , benefit to the members of the BoD and the Supervisory Board, upon the assessment of their general performance , je) the engagement of a general director of full and exclusive employment , member of the BoD of the Association or not, the definition of working terms and his dismissal, jf) the basic principles of business year



of the collected amounts which may not be distributed and the use per case of the said, taking into consideration article 19 par. 7 Law 4481/2017, jg) the investment policy for the revenues from rights and for the revenues which emerge from the investment of revenues from rights, as well as its use, by taking into consideration article 19 par. 7 Law 4481/2017, jh) the management mode of the possible cases which may affect the fulfillment of the obligations and the achievement of the targets of the Association (policy for risk management) , jj) the approval of any acquisition , sale or mortgage of immovable properties, k) the approval of mergers and alliances , establishment of subsidiaries and buying off of other entities or acquisition of shares or rights to other entities, ka) the establishment, participation, amendment , departure , dissolution of every nature and form legal entities , specifically organizations of collective management or independent entities of management of intellectual or/and related rights, inland or abroad, kb) the establishment of a unified organization of collective management with other organizations of collective management of related rights, kc) the approval of receiving and granting loans or the provision of guarantee for loans, kd) the approval of applications of members' registration, ke) the approval of decision of the BoD , so long as it is prescribed by the present AoA, specifically in the cases of member's succession , termination of the assignment contract , imposing disciplinary penalty and membership loss , kf) the drawing up of the terms and conditions according to article 14 of Law 4481/2017 regarding the granting of licenses of non commercial year, kg) the inspection of the activities of the Association, at least with the appointment or the removal of chartered auditors-accountants and the approval of the annual report of transparency and kh) any additional matter is prescribed in the present AoA and the law.

3.The General Assembly may be assign to the Supervisory Board the exercising of the mentioned in the cases ih) , ii, k) and kc) the previous paragraph of the present article of its competence.



21st Article

Elections

1.The elections of the BoD Members and the Supervisory Board of the Association are conducted by a unified voting paper , in which the candidates are separately mentioned by alphabetical order for each body. The candidates for each body must be members of the Association and in number at least double from the members of the said body, for the election of the acting members. The candidate members are always re-electable natural entities whereas the legal entities of the Association's members may suggest as candidate member the natural entity as their legal representative.

2.Each member of the Association votes as many candidates of his preference as he wishes , up to the number of the ordinary members of the elected body, by placing a cross next to the name of each candidate. Voting papers which do not have a cross of preference or have crosses above the number of the ordinary members of the elected body are considered invalid and are not estimated in the number of the voting members for the estimation of majority.

3.The ordinary and acting members of the BoD and the Supervisory Board are elected based on the votes which they have received. The candidate who received the majority of votes is elected first, the one who received the immediately less from the first is elected second e.t.c. until the number of the ordinary members of the elected body is filled. The candidates who obtained less votes by the ordinary members are elected as acting members of the elected body and again according to the number of the votes which they have received. In case of equality of votes is carried out by lot by the Supervisory Board.

4.The candidacies for the BoD and Supervisory Board are submitted to the BoD of the Association no later from the expiry of the working timetable of the previous day from the day of the carrying out of the elections , in order the voting papers to be printed.



5.The elections and each secret voting is conducted by a three-member electoral commission which is elected by the General Assembly. The Electoral Commission is converged into a body and elects among its members its President. The Supervisory Commission arranges for the carrying out of voting , the collection and the grading of the votes, the issuance of the result and the declaration of the elected candidates. Before the commencement of the voting, a list of the members is delivered to the Electoral Commission who have voting right , electoral material, ballot box, files and voting papers, the seal of the Association, a list of the candidates , authorizations of the members representing other members as well as possible legalizing documents of the legal entities. Each member votes by displaying his identity card or any other document certifying his data. Along with the voting paper with the names of the candidates also a white is given. The voting papers for the election of the members of the BoD and the Supervisory Board is one and unified. The voting papers having registrations apart from the cross of preference or another distinctive mark which violates the secrecy of the vote are invalid. The same prevails also for those which are torn apart , so long as were not torn by the unsealing of the file and that is attested by the Supervisory Board. Upon the ending of the voting, the sorting out of votes takes place , the voting papers are extracted from the ballot box , are initialed by the President nearby each cross according to the judgment of the Supervisory Board , the results are extracted and minutes are drawn up which are signed by all members of the Supervisory Board and handed over to the Secretary of the General Assembly.

6.In case that a supplementary election of a member is demanded , that is carried out always for the remaining service of the other members of the body.

22nd Article

Board of Directors

1.The BoD consists of seven (7) members which are elected by the General Assembly of the Association's members , as defined by the present AoA. The appointed members of the BoD are elected without any limitation.



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2.If in the Association more than twenty (20) non members are working , one member of the BoD is elected by those working in simultaneous elections with a separate ballot box. For the election , the submission of candidacy in the BoD is demanded whereas if the working relation of the members with the said Association is dissolved, that ex officio loses membership from the BoD. As for the rest, the provisions for the election of the BoD members are accordingly enforced, as defined by the present AoA.

3.Upon invitation of the majority in votes Director, the BoD is converged and formed into a body the first working day following the elections and elects by secret voting by its ordinary members the President, the Vice-president , the Secretary and the Treasurer.

4.The BoD is converged at the registered office of the Association, or elsewhere wherever the said decides upon, into an ordinary meeting at least once (1) monthly and extra-ordinarily when is converged by its President or is requested in writing by the one third (1/3) of its members, but not less than two (2) members. In the last case , the BoD is converged also without the invitation of its President , according to the relevant call of the applicants-members , if the President does not converge the BoD within fifteen (15) days from the service of the relevant application towards him, mentioning the said in the calling towards its members . The invitation is communicated to the members by any expedient mode, specifically via email , two (2) days at least earlier. The invitation contains the matters of the agenda, however in case of a general quorum any decision may be discussed and taken for any issue whatsoever.

6.In quite urgent cases , the BoD may converge by distance , even by phone , whereas a relevant decision is signed in turns

7.The BoD may meet also by tele-meeting , entirely or partly , that is to say some members by physical appearance and some members by electronic means. In the invitation must be mentioned , if the relevant meeting shall be carried out by tele-



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meeting. The tele-meeting is accomplished by web by the use of a computer and the assessment of applications of direct message exchange , i.e. Windows Live Messenger, Yahoo Messenger. The President of the BoD or his deputy, is obliged , during the tele-meeting to have activated the choice " keeping conversation history" The participation of a member via tele-meeting is taken into consideration for the definition of the percentages of quorum and majority which is prescribed by present AoA.

8.The BoD has a quorum and duly converges when the present members are more than those absent. Representation of a member is not permitted. The decisions are taken by plain (relevant) majority of the present members. In case of equality of votes the opinion in favor of whom the president's vote is defined prevails. the discussions and decisions are registered in the book of minutes of the BoD in brief and is signed by the members. Refusal of signing is not permitted, however the opinion of the disagreeing member is registered, so long as that is what he wishes. Possible de-recording of the meeting is in lieu of minutes.

9.Member of the BoD does not participate in the meetings , nor has voting right when it concerns issues directly the above, spouse or relative of first degree. If a member of the BoD has been elected as General Director of the Association or is associated with a working relation or relation of independent service rendering with the Association , the voting and participation right in the meetings of the BoD is not at all offended.

10.The BoD governs, represents and binds the Association , according to the provisions of the present AoA. The BoD may transfer its competencies to one or more members , the General Director (beyond his competencies as for the present, the regulations , decisions of the bodies of the Association and the drawn contract) , the financial director , the head officer of the accounting room or another official or the associate of the Association, by defining per case the extent of the assignment, unless the exercise of the competencies under transfer is included into the regulation of the Association or the granted authorization is general.



11. The BoD Members are obliged to show the diligence which they display in their own affairs during the management of the affairs of the Association, are in lieu of a credit liability, confidentiality and prohibition towards the Association for as long as they maintain their membership.

12. The office of the BoD Members is honorary and consequently the services rendered are not rewarded. The members are entitled the expenses of travelling expenses and other expenses paid up for the performance of their duties and orders. The General Assembly may decide upon the compensation of services inside or outside the registered office if the said demand special effort. The possible compensation of the BoD Members is not considered as a salary and does not form a relation of dependent work , that is to say there exists no case of enforcement of working and insurance legislation.

13. The members of the BoD and the Supervisory Board as well as the representatives of the association do not vote upon issues concerning them nor participate in the relevant meeting of the BoD , but only for the provision of clarifications.

14. So long as a member of the Board resigns or loses its membership according to the present AoA, is replaced by the first acting member. The same prevails also in case of an unjustified absence of an ordinary member in three (3) consecutive meetings. The term of the replacement never exceeds the service of the other members of the body.

23rd Article

Competencies of the Board of Directors

1. The BoD is competent to decide upon each case regarding the business activity of the Association and the general pursue of its objective purposes. The BoD materializes the decisions of the General Assembly of the Association's members and concludes upon any matter regarding the Association, apart from those which fall into the exclusive competence of the General Assembly and the Supervisory Board, according to the present AoA.



2. Upon the exclusive competence of the BoD the following are included : a) the diligence for the smooth operation of the Association , the enforcement of the decisions of the General Assembly , the operation of the bodies and committees of the Association and the attendance, fulfillment of the working duties or works on behalf of the personnel or assistants of the Association , b) the convocation of ordinary and extra-ordinary General Assemblies and the definition of issues which shall be discussed , c) the timely drawing up of the annual balance sheet and administrative report and the drawing of the budget and the program of turnover of the following year, d) the initial approval of the registration and deletion of members, according to the provisions of the present AoA, e) the termination of the assignment contract, f) the election of the representatives in the BoD and the Supervisory Board of the unified organization of collective management with other organizations of collective management of related rights and the amendment of its AoA , g) the transfer of the establishment of the Association within the limits of its registered office, h) the definition of the terms and conditions according to which the users are entitled to exercise lawfully the powers which emerge from the administered by the Association rights, by claiming a reasonable fee according to article 49 Law 2121/1993, drawing up and publishing towards that an analytical pay-roll, i) the drawing, amendment or termination of contracts by the users or and representation unions or entities for the utilization terms of the renditions/performances and generally of the protection objects as well as for the due reasonable fee, by percentage , flat rate or minimum , j) the drawing up, amendment or termination of contacts or unilateral or mutual representation with foreign bodies of collective management of rights for the management, protection , collection and distribution of rights of the beneficiaries, ja) each administrative or judicial or extra-judicial action for the lawful protection of rights of the beneficiaries having assigned to him the management and protection of their renditions, exercising any legal remedy or mean before any Court or Authority, inland or abroad, specifically by submitting applications of safety measures , lodging actions, exercising legal remedies , submitting complaints or accusations and appearing as plaintiff, requesting the prohibition of acts which offend the right as



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towards the powers which have been assigned to him, specifically the seizure of illegal copies or the judicial sequestration of the merchandise according to article 64 Law 2121/1993, jb) the carrying out , by co-acting of a public authority or according to the procedure of article 64 of Law 2121/1993 , the necessary inspections in stores of sale or rent or loan of copies of the material bodies with the registration of renditions /performances from which rights emerge administered and protected by the Association or public performance of the said renditions/ performances in order to be confirmed whether the relevant acts or omissions offend the rights of its members, the beneficiaries by profit and those of the represented bodies, jc) the drawing, amendment or termination of any nature of contracts with natural or legal entities inland or abroad , the acceptance or rejection of donations , grants , subsidies , financial or other supports by any natural or legal entity inland or abroad , jd) the lawful representation of the Association , under the reservation of transfer of competencies according to the present AoA , je) the confirmation of a partner's exit or loss of membership, according to those defined in the present AoA, jf) imposing disciplinary penalty , jg) the response to accusations, protests or complaints on behalf of the beneficiaries , users as well as the organization of collective management of rights or unions inland or abroad within the framework of contracts of unilateral or mutual representation which have been drawn by the Association with the latter parties, regarding each matter which is included in the objective purpose, operation and competence, whereas specifically for matters of contracts of assignment for the management of rights, terms of members' entrance and admission , collections , deductions and distributions of rights, pay-roll of a reasonable fee and negotiation , jh) the confirmation of the contribution of the requirements of maintenance of the membership of a legal entity, ji) the confirmation of the contribution of the requirements of succession of beneficiaries of natural or legal entities , according to the present AoA , k) the purchase of mobiles and consumables and the payment of administration and operation expenses of the Association, ka) the drawing up and submission of the Association and the working regulation , distribution regulation of the Association which are administered by depositing amounts of money, carrying out

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payments and proceeding in withdrawals without restriction, always for a lawful cause, by the President of the BoD or the general or financial director or the accounting office manager, each one separately, upon general authorization of the BoD , the issuance, acceptance , endorsement and the receipt towards collection under the said terms of checks and bills of exchange , kc) the engagement and dismissal of official and working personnel of the Association, member or not , kd) the suggestion towards the General Assembly of the employment of a General Director , member of the BoD or not, renewal or termination of the said contract, ke) the provision of each contribution to the General Director but also the attendance and keeping on his behalf of the AoA and the decisions of the bodies of the Association, kf) the definition of the Association's representatives in conferences and committees, kg) the definition of a competent for the processing and safety of personal data, as prescribed by law and AoA , kh) the installation of electronic voting system, ki) any additional matter is prescribed by the present AoA and Law.

24th Article

Competencies of the BoD Members

1.The President of the BoD has the following specific competencies: a) converges the BoD on its own initiative or upon request of the Supervisory Board or members of the BoD , as prescribed by the present AoA, b) defines the agenda , c) directs the discussion in the BoD , permit and not permit someone to speak and have a word upon any matter, d) arranges for the correct execution of the decisions of all bodies of the association , e) signs all documents and correspondence of the Association alone or along with the Secretary or another authorized member of the BoD or the General Director, f) supervises the various divisions and services of the Association, g) appoints the lawyers of the Association, by assigning to them the legal carrying out or dealing with specific cases, by defining their fee orally or by entering into an order contract or contractor's agreement, h) carries out each payment for the account of the Association, unless has transferred the said competence , totally or partially, him or the BoD , the General Director, the financial Director , the head officer of the

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accounting office, officer or assistant of the Association, i) approves applications of beneficiaries for the receipt of an advance payment by the Association towards future collections for their account, j) enters into work contracts or contracts of independent service rendering with the assistants of the Association , ja) presents the budget , the balance sheet and the administrative report towards the ordinary General Assembly , taking into consideration the remarks of the General Director, jb) has any other competence is defined by he present AoA and the Law.

2.The Vice-president of the BoD replaces the President who is absent or hindered in all his duties. The BoD may upon its decision assign to the Vice-president also other duties.

3.The Secretary arranges the keeping of minutes of the BD , the register of partners, carries out the correspondence of the Association, keeps its seal , file and books (apart from the accounting-taxational) of the Association and signs with the President or the General Director all documents , letters , orders of the Association , so long as has not been defined otherwise by the BoD.

4.The Treasurer arranges the collections of all revenues of the Association, carries out the payments with the decisions of the BoD, keeps the content of the cashier, the securities and all documents of financial nature , supervises the accounting office and the financial director , associates with the Supervisory Board and the chartered auditors-accountants , keeps the books of the fund which is prescribed by law with the assistance of the financial director , deposits according to the decisions of the BoD in a worthwhile bank of recognized credibility the money of the Association and in the same way accomplishes withdrawals for payments and in general for any lawful cause, arranges and attends the collection of the monetary obligations of the partners and the distribution , always based on the lawful vouchers.

5.The vice-president , secretary and treasurer, hindered or refusing to act , is replaced by another director who is defined by the BoD.



25th Article

Supervisory Board

- 1.The Supervisory Board consists of three (3) members who are elected by the General Assembly of the Association members, as is defined by the present AoA. The appointed members of the Supervisory Board are re-elected without any restriction. The same person may not simultaneously participate in the BoD and the Supervisory Board. The members of the Administrative and Supervisory Board. The members of the BoD and the Supervisory Board as well as the General Director is not permitted to have any relation among them up to second degree. The exiting members of the BoD may not be re-elected as members of the Supervisory Board just before the liquidation of its management and exempt from any liability by the General Assembly.
- 2.Upon invitation of the majority in votes director, the Supervisory Board converges and is formed into a body on the first working day following the elections and elects by secret voting by its ordinary members its President.
- 3.The service of the members of the Supervisory Board is four years.
- 4.The Supervisory Board converges into ordinary meeting at least four (4) times annually at the registered office of the Association or elsewhere as the Board shall decide and into extra-ordinary meeting when its President converges the meeting or is requested in writing by two(2) of its members. In the last case , the Supervisory Board converges also without the invitation of its President, according to the relevant call of the applying members, if the President has not done it within fifteen (15) days from the service of the relevant request towards him, mentioning that in the call towards its members. The invitation is communicated to the members in the most convenient way, specifically via email , two (2) days at least earlier. The invitation contains the matters of the agenda , however in case of a general quorum may be discussed and a decision may be taken for any matter whatsoever. The provisions of article 22 par. 7 of the present AoA for a meeting through tele-conference are accordingly enforced.



5.The Supervisory Board has a quorum and duly converges when the present members are more than those absent. Representation of a member is not permitted. The decisions are taken by plain (relevant) majority of the present members. In case of equality of votes the opinion in favor of whom the president's vote is defined prevails. the discussions and decisions are registered in the book of minutes of the BoD in brief and is signed by the members. Refusal of signing is not permitted, however the opinion of the disagreeing member is registered, so long as that is what he wishes. Possible de-recording of the meeting is in lieu of minutes.

6.The Supervisory Board : a) inspects the actions of the BoD and the General Director and of each person exercising administrative or managerial work towards the Association, b) attends the keeping of the provisions of law, AoA and the decisions of the General Assembly , c) exercises the competencies which were transferred by the General Assembly , according to article 20 par. 3 of the present AoA, d) has any other competence prescribed by article 10 Law 4481/2017 and the present AoA.

7.The Supervisory Bard has the right and duty to obtain knowledge of any book, document or data of the Association , carry out an accounting and managerial audit , so long is considered necessary and attend the course of the affairs of the association. For the exercise of the total of its competencies, the Supervisory Board may authorize independent chartered auditors or accountants or legal consultants , of his absolute discretion and choice, at the expenses which burden the Association , up to a percentage of 3% of the annual operational expenses per case.

8.In case of confirmation of violation on behalf of the BoD , the Supervisory Board may resort to the procedure of articles 43 and 46 up to 47 or 51 of Law 4481/2017 or if violations of law , AoA and the decisions of the Association's bodies or infringements as towards the management are confirmed suggesting towards the BoD its restoration and converges the General Assembly , when it is considered that serious violations or infringements are involved which may harm the interests of the Association.



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9. The members of the BoD are liable for any offence, maintain towards the Association credit, confidentiality and competition prohibition liability for as long as that keep their membership.

10. The office of the Members of the S.B. is honorary and consequently the services rendered are not rewarded. The members are entitled to be compensated for travelling expenses and expenses which are paid by them for the execution of their duties and orders. The General Assembly may decide upon a compensation of services within or outside the registered office if those demand special effort. The possible compensation of the Members of the S.B. does not have the form of a salary and causes no relation of dependent work, that is to say there exists no case of enforcement of employment and insurance legislation.

11. So long as a member of the Board resigns or loses its membership according to the present AoA, is replaced by the first acting member. The same prevails also in case of an unjustified absence of an ordinary member in three (3) consecutive meetings. The term of the replacement never exceeds the service of the other members of the body.

26th Article

Resources and Expenses

1. Resources of the Associations are specifically considered to be the following: a) the association shares, b) any ordinary or extra-ordinary contribution is concluded by the General Assembly of the members, c) revenues from rights which are administered and protected by the Association, d) possible fines as disciplinary penalties, e) inheritances, heritages, donations, grants, subsidies, financial supports which the Association has accepted, as defined by the present AoA, e) interests of loans and credits, commissions and profit from disposal of articles, f) revenues from investments of revenues from rights, according to article 17 par. 4 and 19 par. 7 of Law 4481/2017, g) any other annuity.

2. Expenses of the Association are specifically: a) the concerning the purchase of fixed



assets and the accomplished for the formation of its offices and premises , c) the operational expenses which concern rentals, fees and insurance contributions , fees of the general and financial director , fee of the chartered auditors- accountants, expenses of advertisement and public relations, stationery , consumables , expenses of maintenance and modernization of computers and other equipment , software programs , cleaning expenses , presentation expenses of the members or the representatives of the Association for the participation in conferences and in general diligence of the association affairs inland or abroad , indemnity of participation in meetings of the Members of the BoD and the Supervisory Board , fees of fixed and mobile telephony and access to the internet , water supply expenses and electricity expenses , municipal taxes , fees and contributions in favor of third parties , d) the operational expenses for the collection of revenues from rights, e) the expenses for investments, f) the expenses for each activity is not specifically defined, but may serve the interests of the Association.

27th Article

Investments

1.The Association keeps separately in its accounts : a) revenues from rights and any revenue which emerges from the investment of collections from rights , and b) property assets which are disposed and revenues which emerge from the said property assets , from management expenses or other activities.

2.If the Association invests revenues from rights or revenues which emerge from the investment of revenues from rights , acts that based on the maximum interest of the beneficiaries , whose rights represents, according to the investment policy and the policy for the way of management of possible cases which may affect the fulfillment of the obligations and the achievement of the Association's targets and taking into consideration the following rules: a) where there exists possible conflict of interests , the Association sees that the investment is carried out exclusively towards the interest of the said beneficiaries, b) the assets are invested in such way so that the safety ,



quality , liquidity and profit-earning of the portfolio in its total is guaranteed , c)the assets are duly differentiated , in order the extreme dependency by a specific asset to be avoided as well as the gathering of risks in the portfolio in its total to be avoided too.

3.The Association does not have the right to use the revenues from rights or revenues , which emerge from the investment of revenues from rights for other purposes, apart from its distribution to the beneficiaries. The cases of withholding or counter-balance of the management expenses are exempted or the cases of using revenues from rights or revenues which emerge from its investment based on the decisions which are taken by the General Assembly.

28th Article

Deductions

The deductions must be reasonable in accordance with the services which are rendered by the organization of collective management to the Beneficiaries. The Association provides to the beneficiary who assigns to him the management of his rights , even before receiving the consent of the beneficiary for its management, documented information for the management expenses and for the other deductions upon the revenues from rights and upon the revenues form the investment of revenues from rights. The management expenses of the Association cover the justified and documented expenses for the management of the rights.

29th Article

Distribution

1.The distribution to the beneficiaries takes place pro rata , as that is possible , towards the real use of their projects, as soon as possible and no later than nine (9) months from the end of the fiscal year , within which the revenues from rights were collected , unless the objective reasons, which are specifically related to the submission of reports on behalf of the users, the definition of rights, the identification



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of the beneficiaries or the correlation of the information for projects and other objects of protection with the beneficiaries , do not permit to the Association to keep up with the said deadline.

2.The Association distributes and pays the amount which are due to the beneficiaries ordinarily , diligently , with accuracy and according to the distribution regulation.

3.If the amounts which are due to the beneficiaries can not be distributed within the deadline which is defined in paragraph 1 of the present article , since the relevant beneficiaries may not be identified or located , despite the necessary measures of the Association for their location and identification, and the exemption from the deadline has no enforcement, the said amounts are kept in a separate account of the Association.

4.The Association takes all necessary measures for the identification and the location of the beneficiaries and verifies the files of its members or the respectively represented beneficiaries , as well as other directly available files. No later than three (3) months from the expiry of the deadline which is defined in paragraph 1 of the present article , the Association provides information regarding the works and other protection objects for which one or more beneficiaries have not been identified or located : a) to the beneficiaries represented or, if the organization of collective management has as members, entities representing the beneficiaries , in those entities and

b) to all the organizations of collective management , with which has drawn up and entered into representation contracts. In the said information the following are included , if any : 1) the title of the project or another protection object,

2) the name of the beneficiary, 3) the name of the producer, 4) any other relevant available information , which may assist to the identification of the beneficiary. If the aforementioned measures bring no results, the Association gives the said information to the disposal of the public no later than one (1) years upon the expiry of the deadline of three (3) months.

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ΜΕΤΑΦΡΑΣΤΙΚΗ ΥΠΗΡΕΣΙΑ
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5.If the amounts which are due to the beneficiaries can not be distributed upon the expiry of three (3) months from the ending of the fiscal year within which the revenues from the collection of the reasonable fee were received and so long the Association has taken all necessary measures for the identification and the location of the beneficiaries, those amounts are considered non distributable.

6.The General Assembly of the Association relatively decides by the use of non distributable amounts , without prejudice to the rights of the beneficiaries to claim those amounts from the Association , if have not been under statutes by limitation.

7.Only half of the distributable amounts may be used by the Association , for investments, whereas the remaining half may be used , separately and in an independent way , for the sponsoring of services of social, cultural and educational content for the benefit of the beneficiaries. Upon decision of the General Assembly the amount of the non distributable amounts for investments may be increased. Moreover, the General Assembly may decide that one part of the non distributable amounts shall be distributed to the beneficiaries , so long the decision does not oppose to the capacity of the beneficiaries to claim and receive the amounts which correspond to their claims which have not been put under statutes by limitation. Upon decision of the General Assembly a percentage upon the net revenues may be disposed for the creation of a welfare Fund or the support of cultural activities.

8.The claims of the beneficiaries for the collection of revenues from rights against the Association are put under statutes by limitation in ten (10) years from the ending of the fiscal year within which were collected. If such identification or location of the beneficiaries has been achieved , then above ten (10) years are estimated from the completion of the procedure of their location and identification.

30th Article

Results of Business Year- Balance Sheet- Reserve

1.The management business year (fiscal year) commences on the 1st of January and



expires on the 31st of December of the same year.

2. At the end of the fiscal year the BoD draws up the prescribed by law annual financial statements (balance sheet, account of year's results e.t.c.) and submits them along with the report of the administrative report and budget (for the new year) to the ordinary General Assembly towards approval , no later than within the deadline of six (6) months from the expiry of the previous year.

3. In the General Assembly also the report of the Supervisory Board is submitted. The BoD submits the financial statements (balance sheet, account of year's results e.t.c.) as well as the reports of the administrative report and budget to the Supervisory Board for audit thirty (30) days at least before the day of the convocation of the ordinary General Assembly. The Supervisory Board draws up a report within fifteen (15) days from the submission of the above data. The balance sheet, account of year's results (profits and losses) , the above reports of the Bod and the report of the Supervisory Board must be at the disposal of the partners fifteen (15) at last days before the day of the convocation of the General Assembly.

4. The possible net profits of the association are disposed for the formation of the ordinary, extra-ordinary or special reserves and the distribution to the partners. For the formation of the ordinary reserve at least the one tenth (1/10) of the net profits of the year is withheld until is equated to the total value of the total of the association shares therefore after this amount the withholding for the ordinary reserve is not compulsory , unless the General Assembly decides otherwise. The General Assembly may decide upon the formation of special or extra-ordinary reserves, for the service of special purposes and activities with the special reserves and for the covering of extra-ordinary expenses or needs with the extra-ordinary ones. In each case the balances of such accounts are transferred into the ordinary reserve and in case of inadequacy of the ordinary reserve in order some directly payable expenses and needs of the association to be covered , the remaining of such reserve may be used , exceptionally also on the strength of a special decision of the BoD , first the extra-ordinary and following the special ones.

5. The balance of the net profits , upon the deduction of the reserves, the management expenses , any other expense and any nature of deductions, is distributed to the beneficiaries , according to article 29 of the present AoA. In case of contestation of the liquidation and the distribution by some beneficiary , the yield towards him or the claim by him of the reasonable reward is suspended until the forthcoming General Assembly relatively decides upon.

31st Article

Book Keeping

The Association is obliged to keep books which are prescribed by the taxational legislation and furthermore : a) a book of records of the Association's members , the beneficiaries by profit and the represented bodies , by depiction also of the association shares, b) a book of minutes of the General Assembly , c) a book of the minutes of the BoD , d) a book of minutes of the Supervisory Board.

The book keeping is carried out as prescribed by law and the rules of the accounting science and taxational legislation. The kept books are updated regularly , are kept at the registered office of the Association and may be kept also be electronic form.

32nd Article

Annual Transparency Report

1. The Association is obliged to keep and publish annual transparency report , along with the special report which concerns the use of the amounts which are spent for the purposes of social, cultural and educational services, for each taxational year no later that eight (8) months after the end of the year. The annual transparency report is published at the website of the Association , where also remains available to the public for five (5) at least years.

2. The financial statements of the Association are audited by a chartered auditor , who draws up the relevant report. Provisions of other laws regarding the financial





management and the audit of the organization of collective management continue to be valid.

3. Information must be contained and included in the annual transparency report as below : a) financial statements which include balance sheet or declaration of assets and liabilities , account of incomes and expenses of the financial year and the statement of cash flows , b) report for the activities of the financial year , c) information regarding the refusal of granting license , d) description of the legal structure and the structure of governance of the organization of collective management , e) information for other entities which belong or audited , directly or indirectly , entirely or partly by the Association, f) information regarding the total amount of fees which were paid to the individuals mentioned in par. 3 of article 10 and in paragraph 1 of article 31 Law 4481/2017 during the previous year and other provisions granted thereof , g) financial information mentioned in the forthcoming paragraph of the present article, h) special report regarding the use of the amounts which are spent for the purposes of social, cultural and educational services including the information of the last paragraph of the present article.

4. Financial information which must be included in the annual transparency report as below: a) financial information regarding the revenues from rights, per category of powers, the management of which has been assumed by the Association and per kind of use , in which the information is included regarding the revenues which emerge for the investment of the revenues, from rights and the use of those revenues (either those are distributed to the beneficiaries or other organizations of collective management or used by another way) , b) financial information regarding the cost of management of rights and other services which are rendered by the Association to the beneficiaries , with the analytical description at least of the following data: aa) all operational and funding expenses, by allocation per category of powers , the management of which has been assumed by the Association and , if the expenses are indirect and may not be imputed into one or more categories of powers, explanation of the method used for the allocation of those indirect expenses, bb) the operational



and funding expenses, by allocation per category of powers, the management of which has been assumed by the Association and , if the expenses are indirect and may not be imputed into one or more categories of powers, explanation of the method used for the allocation of the indirect expenses/costs only as far as the management of the rights is concerned, in which the management expenses are included which are withheld or counter-balanced with the expenses from rights or with revenues which emerge from the investment of revenues from rights , cc) the operational and funding expenses in relation to the services, apart from the management of rights including however the social , cultural and educational services, dd) the resources used for the covering of the expenditures, ee) the deductions accomplished on the revenues from rights, by allocation per category of powers , the management of which has been assumed by the Association of collective management, per kind of use and purpose of deduction , such as expenses related to the management of rights , ff) the percentages which represent the cost of the management of rights and other services which were rendered by the Association to beneficiaries in comparison to the revenues from rights during the relevant fiscal year, per category of powers , the management of which has been assumed by the Association and if the expenses are indirect and may not be imputed in one or more categories of powers, an explanation of the method used for the allocation of the indirect expenses, c) Financial information regarding the amounts which are due to the beneficiaries with analytical description at least of the following data: aa) the total amount which corresponds to beneficiaries by allocation per category of powers the management of which has been assumed by the Association and per kind of use , bb) the total amount which is paid to the beneficiaries by allocation per category of powers, the management of which has been assumed by the Association and per kind of use, cc) the frequency of payments, by allocation per category of powers, the management of which has been assumed by the Association and kind of use, dd) the total amount which has been collected but the amount corresponding to the beneficiaries , by allocation per category of powers , the management of which has been assumed by the Association and per kind of use has not been defined as yet and by indication of the financial year during which those



amounts were collected , ee) the total amount which corresponds to the beneficiaries and has not been yet distributed to them , by allocation per category of powers the management of which has been assumed by the Association and kind of use , ff) if the Association has not accomplished the allocation and the payments within the deadline which is defined in paragraph 2 of article 19 , the reasons of delay, gg) the totals of the non distributable amounts along with the explanation of the use of those amounts.

d) Information for the relations with other organizations of collective management, with the description at least of the following data: aa) the amounts which are taken by other organizations of collective management and the amounts which are paid to other organizations of collective management , by allocation per category of powers and per kind of use and per organization of collective management, bb) the expenses of management and other deductions upon revenues from rights which are due to other organizations of collective management , by allocation per category of powers and per kind of use and per organization of collective management, cc) the management expenses and other deductions upon the amounts which were paid by other organizations of collective management , by allocation per category of powers and per organization of collective management , dd) the amounts which were directly distributed to beneficiaries which come from other organizations of collective management , by allocation per category of powers and per category of collective management according to paragraph 3 of article 37 Law 4481/2017.

5. In the special report the following are included: a) the amounts which are spent for social , cultural and educational services during the taxational year, by allocation of the amounts per service. The categories of powers from which the amount and the share of each category emerge , as well as the mode of use of the amount are recorded per service rendered, b) the information and explanations for the use of the said amounts per kind of service, the recipients , the management expenses of the organization for the funding of the social, cultural and educational services, as well as the amounts which in deed were spent for those services.



33rd Article

Publishing of Information

The Association posts in its website at least the following information: a) its AoA , b) the terms of the member's entrance and the expiry of the assignment contract for the management of rights, so long are not included in the AoA, c) the standardized contracts of use licenses and the prevailing pay-rolls , in which also the discounts, if any are included, d) agreements with representation unions of users for the definition of fees, e) the individuals who administer the business activities of the organization of collective management, the members of the administrative and the supervisory board, the general director , f) the distribution mode of the amounts due to the beneficiaries and the regulation of distribution of rights per category of management and the mode of its estimation, g) the deductions, apart from the management expenses, upon the revenues from rights and upon revenues from the investment of those revenues, h) the catalogue of the representation contracts , which had been drawn and the names of the contracting organizations of collective management, i) the use of the non distributable amounts, including the disposal of amounts for social, cultural and educational services, ia) the procedures of handling accusations and solving disputes which are available according to articles 42 and 44 up to 45 of Law 4481/2017, ib) the , according to previous article of the present, annual transparency report, ic) the terms of license granting of non commercial use , id) the format based on which the necessary information for the use of the project based on article 24 of Law 4481/2017 submitted by the user to the organization of collective management , ie) the procedures for the correction of new data of paragraph 3 of article 34 Law 4481/2017, or the information given based on article 34 Law 4481/2017, if) the decision of imposing sanctions to the organization of collective management , if any, ig) the possible criteria of restriction of the voting right in the general assembly of the Association's members and ih) the rights of the beneficiaries which are included in paragraphs 1 up to 5 of article 12 Law 4482/2017 regarding the assignment contract and ii) his repertoire , which he is obliged to update at least every six (6) months.

34th Article

Statements

The members of the BoD and Supervisory Boars as well as the General Director of the Association submit once annually towards the General Assembly of the members a personal statement along with the following information: a) any interests kept towards the Association , b) any fee , indemnity or provision received by the Association during the previous financial year , in which also the retirement , insurance provisions, provisions in item and other kinds of provisions, c) the amounts received during the previous financial year as beneficiary by the Association , d) statement regarding any real or future conflict between personal interests and the interests of the Association or among the obligations of the Association and the obligations towards any other natural or legal entity.

35th Article

Provision of Information towards the beneficiaries regarding the management of their rights

1. The Association disposes at the most nine (9) months upon the ending of each year to each beneficiary , towards whom has recognized the revenues which correspond to him from rights for the specific year of use, regardless to whether have been paid or not , at least the following information: a) contact data which the beneficiary has authorized the Association to use for his identification and location , b) the revenues from rights which correspond to the beneficiary , c) the amounts which are paid by the Association to the beneficiary per category of powers which are administered and per kind of use, d) the period during which the use was accomplished, in which the relevant amounts recognized and paid to the beneficiary correspond , unless objective reasons, which are related to the submission of reports on behalf of the users, do not allow to the Association to provide such information, e) the deductions which are made for the management expenses, f) the deductions made for each purpose apart from the management expenses, g) the revenues from rights which correspond to the



beneficiary and which have not been paid for any period of time.

2.The Association disposes to legal entities which are members or beneficiaries by profit information of the previous paragraph of the present article , no later than nine (9) months after the end of each business year, unless objective reasons do not allow to the Association to provide such information and so long the said legal entities have not already on their possession the information at issue. The said legal entities are obliged to dispose the information no later than nine (9) months after the end of each year to every beneficiary , towards whom have recognized the revenues which correspond to him from rights for the specific business year, regardless to whether have been paid or not.

36th Article

Provision of Information towards other organizations of collective management regarding the administration of the rights by virtue of representation contracts

The Association disposes no later than nine (9) months upon the ending of each year also by electronic means, to the organizations of collective management for whose account has assumed the management of rights, within the framework of the representation contract for the specific business year , at least the following information: a) the revenues from rights which correspond and the amounts which are paid by the Association per category of powers which are administered and per kind of use for the rights which are under administration according to the representation contract, b) the revenues from rights which correspond to them and which have not been paid for any period of time, c) the deductions which are made for the management expenses , d) the deductions which are made for each purpose apart from the management expenses , e) the information for the granting or not of licenses in relation to the works and other issues which are prescribed in the representation contracts , f) decisions which are approved by the general assembly of the Association's members , so long the said decisions concern the management of rights by virtue of the representation contract.

37th Article

Provision of Information towards beneficiaries , other organizations of collective management and users upon request

Provision of information towards the beneficiaries , other organizations of collective management, for which account assumes the management of rights within the frameworks of a representation contract or any beneficiary or any user, even possible by the use of electronic means and without unjustified delay, at least the following information: a) the works or other protection objects representing the rights under administration , directly or within the frameworks of representation and the territories which are covered, or b) if due to the field of enforcement of the activity of the organization of collective management those works or protection objects could not be defined, the types of works or other protection objects which are represented, the rights which are under their administration and the territories which are covered.

38th Article

Procedure of Accusation

1.The Association accepts any kind of accusation , protest or complaint on behalf of its members, beneficiaries by profit , users as well as the organizations of collective management or unions of those inland or abroad within the framework of contracts of unilateral or mutual representation which has drawn with the latter parties , regarding any issue which is aimed at the purpose, the operation and the competencies of the Association , whereas specifically for issues of contracts of assignment for the management of rights, terms of member's admission , collection , deductions and distribution of rights, pay-rolls of a reasonable fee and negotiation.

2.The said accusations must be in writing , made by name , mentioning the electronic email address for contacting with the complainant and to be accompanied by any evidence proving the capacity of the accuser and the validity of the accusation according to the judgment of the accuser, whereas are forwarded to the Association

via post-office, courier or email at the electronic address info@appolon.org.gr whereas there exists also the capacity of its filing by the complainant to the offices of the Association during its operation hours. There exists also the capacity of using a form of accusation which is found at the offices of the Association and its website.

3.The complainant is informed for the receipt of any accusation via email within three (3) working days from its receipt or its filing. The accusations/complaints are examined by the BoD of the Association no later than within a deadline of twelve (12) working days from its receipt at an ordinary or extra-ordinary special meeting. The relevant decision is always justified and is announced via email to the complainant. In case of weakness of examination of the accusation due to lack of evidences, the complainant is requested to bring additional evidences . The BoD of the Association responses to the complainant within a deadline of seven (7) working days from the receipt of the supplementary evidences.

4.The obviously ground-less or inadmissible accusations are registered in file, similarly those which are rejected as legally or substantially ground-less , the accusations which need further investigation are referred to the competent bodies of the Association whereas those which are accepted are competently referred towards further actions. In each case the complainant is informed by post mail or via email.

39th Article

Alternative Solving of Disputes

1.The disputes between the Association and its members or the beneficiaries by profit or the organization of collective management representing or their beneficiaries or the users , which are caused by the enforcement of the provisions of Law 2121/1993 and Law 4481/2017 , may, if all involved parties wish , to be subjected to mediation , according to the provisions of Law 3898/2010.

2.In case of failure of the mediation , minutes are drawn , according to paragraph 2 of article 9 Law 3898/2010. The mediation procedure does not offend the right of appeal

of the parties to the Courts. The parties may subject the dispute to mediation either before or during the trial pending. In case that the dispute is subjected to mediation , the lodging of an action is excluded before the completion of the mediation procedure. If is subjected during the trial pending , the court in every stage of the trial , if the parties agree , shall adjourn the hearing of the case to a shortly trial and not beyond the six-month period.

40th Article

Amendment of Article of Association

- 1.The present AoA may be amended upon decision of the General Assembly specifically towards that purpose converging , according to the terms and requirements which are defined for the Extra-ordinary General Assembly.
- 2.The Decision of the General Assembly for the amendment of the AoA is taken by the ordinary quorum and majority.
- 3.Each amendment of the AoA is competently published and is filed to the supervisory authority, as defined by Law.

41st Article

Dissolution

- 1.The Association is dissolved : a) if the members are reduced below ten (10) , b) when its term time is dissolved which is defined by the AoA and its extension by the General Assembly has not been concluded, c) if the General Assembly decides upon the said , d is not declared in bankruptcy. The dissolution is registered in the Association register of the Justice of Peace Court in the district where the Association has its registered office.
- 2.The dissolution of the Association is followed by the ex officio dissolution of the contract of the Association with the General Director without indemnity right of the latter, the dissolution of the contracts of the officials in general. If the Association is



declared in bankruptcy status , the procedure defined by law is followed.

3.The liquidation is carried out by the Last Supervisory Board of the Association up to its replacement with other liquidators by the General Assembly, which exists until the ending of the liquidation and functions until then according to those prescribed and for its needs. The liquidators act for the needs of the liquidation , have authority, competencies and commitments of the BoD and the General Director and are governed by the relevant provisions of the present AoA. The Association is considered that continues to exist also upon its dissolution , so long the liquidation lasts. During the liquidation the pending affairs are carried out and specifically claims are collected, property is liquidated and debts and obligations of the Association are paid. Possible balance is distributed among the beneficiaries , according to those defined in article 29 of the present AoA.

4.In case of revocation of bankruptcy of the Association or if within a deadline of three (3) months above ten (10) members if was dissolved for that purpose, the Association revives retrospectively from its dissolution , upon decisions of the General Assembly of its members within one month from the fact justifying the revival.

42nd Article

Merging

Two or more Associations may be merged. For its merging a decision of the General Assemblies and registration of the new AoA in the Association register of the Justice of Peace Court is required, in the district of which the Association upon its merging has its registered office. From the said registration the new Association falls into all rights and obligations of the Associations which were merged, whereas the pending trials continue without any interruption.



43rd Article

Bankruptcy

1.The Association is declared in status of bankruptcy in the cases that is unable to pay the mature debts or if upon the drawing of the balance sheet it was found that the liabilities exceeds the assets per one third (1/3) of the total amount of the partners' liability. In the last case, it is declared in bankruptcy status solely if the BoD fails to converge the General Assembly towards the imposing of the extra-ordinary contribution or if the latter has not received a relevant decision.

2.The bankruptcy procedure commences upon request of any loaner, if the BoD also upon request of the Association or any loaner , if the imposing of the extra-ordinary contribution fails.

3.Competent for the bankruptcy court is the Justice of the Peace Court of the registered office of the Association. Duties of judge are executed and performed by the Justice of Peace Court Judge. Receiver is appointed that person suggested by the majority of the creditors , unless a significant reason does not permit that.

44th Article

Permits for Non-commercial Use

Upon decision of the General Assembly of the Association's members , the terms and conditions are defined based on which a member or a beneficiary by profit of the Association may grant permit of non-commercial use according to the meaning of article 14 Law 4481/2017.

45th Article

General Director

1.The General Director is engaged upon decision of the General Assembly of the BoD Members upon proposal of the BoD. In the same way , his contract is amended or terminated. The General Director may be member or beneficiary by profit of the

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ΜΕΤΑΦΡΑΣΤΙΚΗ ΥΠΗΡΕΣΙΑ
REPUBLIQUE HELLENIQUE, MINISTERE DES AFFAIRES ETRANGERES
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Association or member of its BoD.

2.The General Director exercises his duties, under the supervision and audit of the BoD , within the limits of the present BoD , decisions of the bodies , the law and contract of his with the Association. In case of disagreement among the General Director and the BoD , the General Assembly decides upon relatively.

3.The General Director is responsible for any offence, in lieu of the Association's credit liability , confidentiality and prohibition of competition acts for as long as the said position is held by him.

4.The General Director has the competencies prescribed by the contract between him and the Association , as many are prescribed by the present AoA and those explicitly assigned to him by the bodies of the Association.

5.The General Director is committed with the Association by order contract and not of dependent employment, been rewarded according to those agreed upon and not as an official , by full and exclusive employment in the Association, according to his needs and the each time operation conditions and activities , not being enforced of the terms of the labor insurance legislation.

6.The General Director arranges for the achievement of the purposes of the Association , its smooth and effective operation , in cooperation with the Administrative and Supervisory Board , with the members , the beneficiaries by profit and the represented bodies , users , other organizations , collective management of rights of inland or abroad , Public Administration and the supervisory authority.

46th Article

Protection of Personal Character Data

1.The processing of personal character data which is possibly accomplished by the Organization within the frameworks of Law 4481/2017 and Law 2121/1993 is subject to the provisions of Law 2462/1997 and Regulation E.U. 679/2016.



2.As processing competent official is defined to be the each time existing General Director of the Organization , who defines as competent security officer of the Organization. The competent security and processing officers may be assisted in their work by a lawyer, official of the Organization , appropriately trained.

47th Article

Juridical Provisions

1.Personal detention of the partners and the bodies of the Association for the debts of the Association towards third parties is not announced , including also the Public as well as debts or among of partners and the Association.

2.The loaners of a member of the Association have no right in the association property or the surplus amounts of the business year or the association shares, for debts of a member towards third parties.

3.The seizure in the hands of the association as a third party is not permitted, of money which not received by any Bank as loans for the account of a member or are intended for a loan towards that , even if the money is kept to the accounts of the Association in the name of a member as well as provisions in kind of the Association towards its members.

5.For each case which is not prescribed by the provisions of the present AoA, distribution regulation or other regulations, the provisions of Law 1667/86 Law 2121/93 and Law 4481/2017 are enforced.

48th Article

Final Provision

1.The validity of the present commences from its approval by the General Assembly of the members of the Association , towards third parties from its publication competently , with the reference that shall be deposited also to the supervisory board, as defined by Law.



ΕΠΙΣΗΜΗ ΜΕΤΑΦΡΑΣΗ TRADUCTION OFFICIELLE OFFICIAL TRANSLATION

No. 008905

2.The present amended and codified in unified text of the AoA consists of 48 articles , was fully reformed, verbally improved and its articles were numbered , in accordance with Law 4481/2017, and were approved unanimously upon the principle and according to article with 97 votes by the General Assembly of the Association which was competently converged with lawful quorum on 1.11.2017.

3.The President of the BoD of the Association Grigoris Lamprianidis or the drafter of the present AoA Ioannis G. Maragkoudakis , jointly or each one separately , themselves or via their authorized associates for that purpose are authorized , to proceed in the publication of the present AoA , as well as submit a duly signed copy to the supervisory authority , as defined by Law.

Athens, 1.11.2017

For BoD

PRESIDENT

SECRETARY

Signed

seal

signed

The present was approved as per Act No. 22/2018 of the Justice of Peace Court.

Athens, 18 May 2018

Clerk

Haido Tsiatari

Signed & sealed



ΕΠΙΣΗΜΗ ΜΕΤΑΦΡΑΣΗ TRADUCTION OFFICIELLE OFFICIAL TRANSLATION

No. 008905

True copy from the file 690 of the Professional/Business Association under the above trade name which is kept in the Justice of the Peace Court

Athens, 22-05-2018

Clerk of the Justice of the Peace Court

Haido Tsiatsari

Signed & sealed

Attested

Vized for its lawful recording.

Athens, 22-05-2018

Clerk

Haido Tsiatsari

Signed & sealed

ACT No. 22/2018

The Judge of the Justice of the Peace Court of Athens Ifigeneia Ignatiadou

On having taken into consideration: 1) Application dated 18.4.2018 of the Association of Limited Liability under the trade name " **APOLLON ORGANIZATION OF COLLECTIVE MANAGEMENT OF GREEK MUSICIANS' RIGHTS (royalties) LIMITED LIABILITY ASSOCIATION**" and **DISTINCTIVE TITLE " APOLLON O.S.D.D.E.M."** , Tax.Reg.No. 090191784 , which is registered in Athens at 10 Sappho Street and is lawfully represented , 2) The provisions of Law 1667/1986 Law 4481/2017 and other provisions 3) The text of the AoA of the above Association along with the lawful quorum and majority for the amendment of the articles of AoA.

APPROVES

The consisting of 48 articles AoA of the Association of Limited Liability under the trade name " **APOLLON ORGANIZATION OF COLLECTIVE MANAGEMENT OF GREEK MUSICIANS' RIGHTS (royalties) LIMITED LIABILITY ASSOCIATION**" and **DISTINCTIVE TITLE " APOLLON O.S.D.D.E.M."** as amended as per decision dated 1.11.2017 of the General Assembly , so long contains no provisions contrary to the provisions of the compulsory law or towards public order or towards the transactional morals and

ORDERS

The registration of the amended AoA of the Association of Limited Liability under the trade name " **APOLLON ORGANIZATION OF COLLECTIVE MANAGEMENT OF GREEK MUSICIANS' RIGHTS (royalties) LIMITED LIABILITY ASSOCIATION** " and **DISTINCTIVE TITLE " APOLLON O.S.D.D.E.M."** in the relevant records of the Justice of the Peace Court of Athens.



ΕΠΙΣΗΜΗ ΜΕΤΑΦΡΑΣΗ TRADUCTION OFFICIELLE OFFICIAL TRANSLATION

No. 008905

Athens, 18.5.2018

Justice of the Peace Court Judge

Ifigeneia Ignatiadou

Signed

WORDS: 20.292

- Certified exact translation from the attached Greek copy from the original into English.
- Translated by Maria Kalogeraki
- Dated: 7.3.2019

**ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ, ΥΠΟΥΡΓΕΙΟ ΕΞΩΤΕΡΙΚΩΝ
ΜΕΤΑΦΡΑΣΤΙΚΗ ΥΠΗΡΕΣΙΑ
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REPUBLIQUE HELLENIQUE
MINISTÈRE DES AFFAIRES ÉTRANGÈRES

Vu pour légalisation de la signature
du Traducteur près le Ministère des Affaires
Étrangères qui a traduit le document ci-joint.

Athènes, le **14 MAR 2019**



PAR DELEGATION DU MINISTRE
Le Directeur p.o.


Pavlidis Ioannis
Admin. Secretary