

AMENDED AND CODIFIED

STATUTE

Article 1

Foundation-Name- Registered office -Duration

1.1. The composers and the lyricists as well *as their* heirs, whose name is mentioned in Article 37 of the present document decided to found a collective management organization, which will have the form of a limited liability civil cooperative and which will be governed by its statute and the law, in particular the provisions of Laws 1667/1986 on civil cooperatives, 2121/1993 on copyright and related rights and 4481/2017 on collective management of copyright and related rights as they will be applicable at any time.

1.2. The above-mentioned legal person of private law will bear the name “COLLECTIVE MANAGEMENT ORGANIZATION OF MUSIC COPYRIGHT AUTODIAXEIRISI (AUTODIA) LIMITED LIABILITY COOPERATIVE” and the distinctive title “AUTODIAXEIRISI (AUTODIA) (hereinafter “AUTODIAXEIRISI (AUTODIA)” or “Cooperative”). The name of AUTODIAXEIRISI (AUTODIA) in English is ” AUTODIA - COLLECTIVE MANAGEMENT ORGANIZATION OF MUSIC AUTHORS AND RIGHTHOLDERS LIMITED LIABILITY COOPERATIVE” and the distinctive title “AUTODIA”.

1.3. The municipality of Athens is defined as the registered office of “AUTODIAXEIRISI(AUTODIA)”. By decision of the Board of Directors “AUTODIAXEIRISI(AUTODIA)” can found branches or registered offices of the Cooperative to another Municipalities on the territory of Greece.

1.4. The “Cooperative” is not subject to any territorial delimitation.

1.5. The duration of “AUTODIAXEIRISI (AUTODIA)” is defined in 99 years from the lawful acquisition of its legal personality.

Article 2

Purpose-Means

2.1. The purpose of “AUTODIAXEIRISI (AUTODIA) is: A. the management and protection of the economic right or of the powers and rights deriving therefrom of the right holders of musical works (composers, songwriters, publishers or sub publishers) or successors or potential successors thereof, inter vivos or mortis causa or institution or inheritance that the rights-holder sets up as well as the economic, social and cultural development thereof by the cooperation of its members and the improvement of their living conditions in general within a common enterprise. For “AUTODIAXEIRISI (AUTODIA)” this purpose includes both the management and the protection without profit for “AUTODIAXEIRISI (AUTODIA)” of the copyrights, but for those foreseen in Law 988/1943 for the Greek Play-writers Company.

2.2. For the realization of its purpose, “AUTODIAXEIRISI (AUTODIA)” shall develop the greatest possible cooperation with all the participants in musical life.

2.3. For the realization of its goal, “AUTODIAXEIRISI (AUTODIA)” shall employ every legal means, especially as the provisions of Law 2121/1993 and of Law 4481/2017 as they are applicable at any time:

a) to enter into agreement with the users on the terms of exploitation of the works, as well as for the due “remuneration” (exchange)

b) ensure that right-holders/its members receive a proportional remuneration in accordance with article 32 paragraph 1 of law 2121/1993

c) collects the remuneration provided for in article 18 paragraph 3 of law 2121/1993 as applicable today following the entrance in force of L. 4481/2917

d) distributes among its right-holders/members every amount it collects, according to the present statute, the applicable legislation and the distribution rules,

e) to undertake any administrative or judicial or extrajudicial action for the legitimate protection of the rights of its right-holders/members by exercising every legal action and in particular submit applications for interim measures, bring actions, appeals, sues and prosecutes, bring civil proceedings, stands as civil party, seeks the prohibition of acts

infringing copyright with regard to the powers conferred upon it and requests the seizure of unlawful copies or the judicial escrow of the goods under article 64 of Law 2121/1993,

f) receives from the users all the information necessary for the calculation, collection and distribution of the collected amounts

g) to conduct in collaboration with the public authority or in accordance with the procedure of article 64 of Law 2121/1993 to carry out the necessary inspections in shops selling or renting or borrowing copies or publicly performing the works that it protects in order to ascertain whether these acts infringe or not the rights of the right-holders

h) Sets up, amends, dissolves legal persons of every nature or entities or unions of person without legal personality, national or foreign and takes part or withdraws from them.

Article 3

Foundational management principles

3.1. "AUTODIAXEIRISI (AUTODIA)" manages and protects under the same conditions, that is without discrimination, all the rights according to the applicable provisions of L. 2121/93 and 4481/17.

3.2. According to the specially defined in the assignment management Agreements which the members/right-holders sign with AUTODIAXEIRISI (AUTODIA), following consent by the right-holders, especially in the following cases where prior consent of the right-holder/member is demanded:

a) for the first, as well as all other to follow, fixation of the mechanical reproduction of works in arrangements(i.e. sampling, mixing, etc), translation and in general alteration in the works,

b) for the first, as well as all other that follow, fixation, reproduction, put into circulation of sound and image data carrier and integration of work in multimedia carriers, except for the cases where the consent for the integration has been agreed upon differently due to a previous use/exploitation of the works (i.e. video clips, movies etc),

c) use of works in advertisements of products and services,

d) use of works in movies and theater plays,

3.3. “AUTODIAXEIRISI (AUTODIA)” manages and protects, according to the provisions of L. 4481/2017, the statute and the assignment agreement with its members, those rights or powers deriving therefrom for which the management and protection has been assigned to it by composers, songwriters, publishers/subpublishers of musical works or their successors as well as by foreign organizations of collective management and entities that hold copyright and are entitled to part of the revenue that results by these rights, including also other collective management organizations which fulfill the terms of “AUTODIAXEIRISI (AUTODIA)” for membership and subscription of member and are accepted by it based on the conditions of the relevant legal provisions and the present statute. “AUTODIAXEIRISI (AUTODIA)” is obliged to manage the said rights, unless there are objectively justified reasons for it to refuse the management assignment.

3.4. “AUTODIAXEIRISI (AUTODIA)” acts in its name both judicially and extrajudicially the rights it manages and protects.

3.5. “AUTODIAXEIRISI (AUTODIA)” grants license for the use of all the works of its repertoire to whoever asks so. “AUTODIAXEIRISI (AUTODIA)” can refuse this licensing if he who demands the license does not sufficiently guarantee the compliance with the obligations incumbent upon him according to copyright law. “AUTODIAXEIRISI (AUTODIA)” sets tariffs for the different methods of use according to the definitions in the next article.

3.6. In all the licenses for public performance or radio and television broadcast provided by it, “AUTODIAXEIRISI (AUTODIA)” mentions that these licenses do not allow actions or omissions relevant to the moral right of the author, which it is exercised individually by its holder.

3.7. “AUTODIAXEIRISI (AUTODIA)” puts every possible effort so that the rights it manages and protects be respected everywhere. It can however abstain from their exercise whenever it deems appropriate, or disadvantageous or impossible for it for specific reasons.

3.8 "AUTODIAXEIRISI (AUTODIA)" proceeds in the distribution of revenues according to the applicable legislation, the applicable tariffs and its present statute. The applicable rules on distribution are included in the Distribution Regulation.

3.9. The distribution procedure should be completed as fast as possible, in accordance with article 16 of the present statute. The payments to the members/right holders are carried at least once per year. The rights derived from foreign collective management organizations are also distributed according to the defined in the present (document).

3.10 "AUTODIAXEIRISI (AUTODIA)" deducts from the amounts collected in Greece the amounts according to the Distribution Regulation, the applicable statute and the applicable legislation. As far as the representation agreements with foreign collective management organizations do not define otherwise, the potentially defined maximum amount of deduction is the same both for the right holders/members of AUTODIAXEIRISI (AUTODIA) as well as for the right holders/members of these foreign organizations.

3.11. "AUTODIAXEIRISI (AUTODIA)" can also dispose from the collected amounts a certain amount for the promotion of cultural activities, by decision of the General Assembly following opinion by the Board of Directors. "AUTODIAXEIRISI (AUTODIA)" has to act with the guide of the best interest of its right holders/members, the rights of whose it represents and to not impose on them obligations which are not objectively necessary for the protection of their rights and interests or for the effective management of their rights.

3.12. "AUTODIAXEIRISI (AUTODIA)" provides to its right holders/members to communicate with it by electronic means even for the exercise of their rights.

Article 3A

Tariffs

1. The right holder/members of AUTODIAXEIRISI (AUTODIA) receive appropriate remuneration for the use of their works. The tariffs need to be reasonable in relation to -among others- the economic value of the use of the rights in commerce, taking into consideration the nature and extent of use of works and other protected objects, as well

as in relation to the economic value of the services offered by AUTODIAXEIRISI (AUTODIA) to the user. AUTODIAXEIRISI (AUTODIA) informs the interested user on the criteria which are used for the definition of these tariffs.

2. AUTODIAXEIRISI (AUTODIA) by decision of its Board of Directors draws up a catalog with the remuneration it demands from users (tariffs), which is made known to the public by post in its webpage, as well as any change thereof and is notified to the HCO immediately so as to be posted also in the website of the latter in machine-readable form, in a stable position and if possible it becomes accessible by application programming interface. These posts consist a precondition for the applicability of tariffs. In the formation an application of its tariffs, AUTODIAXEIRISI (AUTODIA) has to apply objective criteria, to act in a non-arbitrary manner and not to proceed in abusive discriminations.

3. AUTODIAXEIRISI (AUTODIA) and the representative associations of users can draw up agreements which regulate the remuneration which every user provides to every category of right holders as well as every other issue that concerns the relation of the party in the field of application of law 4481/2017 and l. 2121/1993. These agreements as well as any amendment thereof is immediately notified to the HCO and posted in the websites of the parties and the HCO

Article 4

Co-operations in Greece

4.1. "AUTODIAXEIRISI (AUTODIA)" cooperates with every organization of collective management of copyright or neighbouring rights in Greece. In this context it can, in specific circumstances either undertake projects common to these organizations or to outsource such projects to some other of these organizations. For the same reason "AUTODIAXEIRISI (AUTODIA)" can also found subsidiary companies or participate in legal persons or unions without legal personality which are made up by these organizations.

4.2. However, “AUTODIAXEIRISI (AUTODIA)” cannot entrust the management and protection of the rights that it manages and protect but for the case of authorization or transfer.

Article 5

International Co-operations

5.1 In order to be able to implement its purposes abroad, “AUTODIAXEIRISI (AUTODIA)” can entrust the management and the protection of the rights it manages and protects to foreign collective management organizations or other representatives.

5.2.“AUTODIAXEIRISI (AUTODIA)” can also and for the same reason become member of international organizations.

Article 6

Management Competences

1. For the realization of its goals, “AUTODIAXEIRISI (AUTODIA)” has in particular the following competences:

a) it manages the copyright that has be transferred or entrusted to it by provision of relevant authorization by the assignment agreement and informs its right holders/members concerning their rights as well as the terms of exercise of their rights in the manner foreseen in the relevant legislative provisions and among other at least by post in its webpage and communication through e-mail with the right holder/member.

b) sets tariffs with the requested remunerations for every category of use/exploitation of works. In the formation and application of its tariffs, “AUTODIAXEIRISI (AUTODIA)” applies objective criteria and acts in a non arbitrary manner and without abusive discriminations.

c) it enters into agreements with users on the terms of exploitation of the works as well as of the due remuneration.

d) it grants multi-territorial licensing according to the defined in articles 33 to 41 of l. 4481/2017

- e) it concludes collective agreements with users' representative associations for the determination of remuneration and the exploitation terms of the works of its right holders/members.
- f) it collects remuneration for the rights it manages as defined in l. 2121/1993 and L. 4481/2017 as applicable from time to time
- g) it distributes the collected amounts among the right holders/members following deduction of the management fees and any other amount foreseen in the present statute and the decisions of the General Assembly,
- h) it maintains appropriate registries of members, licenses and uses of works.
- i) it controls the relevant data that is necessary for the effective collective management of the rights provided by the right holders/members and users.
- j) it concludes agreements of unilateral or multilateral representation with foreign collective management bodies for the management, collection, and distribution of rights of the right holders/members, whom it informs on the income, deduction, as well as any other information relating to the management of rights based on these agreements and which is foreseen in law 4481/2017 and l. 2121/1993.
- k) "AUTODIAXEIRISI (AUTODIA)" also provides the information foreseen in articles 27,28,29 of the present (document),
- l) it publishes and posts in its webpages the information necessary according to article 28 of l. 4481/2017 as applicable from time to time
- m) it prepares and publishes the annual transparency report of article 29 of l. 4481/2017 as applicable from time to time
- n) it undertakes any administrative or judicial or extrajudicial action for the legitimate protection of the rights of its right-holders/members by exercising every legal action and in particular submit applications for interim measures, bring actions, appeals, sues and prosecutes, bring civil proceedings, stands as civil party or for supporting charges, seeks the prohibition of acts infringing copyright with regard to the powers conferred upon it and requests the seizure of unlawful copies or the judicial escrow of the goods under article 64 of Law 2121/1993,

o) receives from users all the information necessary for the application of tariffs, the calculation of remuneration and the collection and distribution of the collected income from the rights,

p) it conducts in collaboration with the public authority or in accordance with the procedure of article 64 of Law 2121/1993, carries out the necessary inspections in shops selling or renting or borrowing copies or publicly performing the works of its rightholders/members or public performance of the recorded works that it protects, in order to ascertain whether these acts infringe or not the rights of its rightholders/members,

q) it provides social, cultural, or educational services for the benefit of the right holders/members.

r) it organizes and participates in conferences concerning copyright issues.

s) It proceeds in every necessary attempt for the increase of its repertoire by entrance of as much new members/rightholders as possible.

t) any other activity related to the nature and goal of “AUTODIAXEIRISI (AUTODIA)”

6.2. “AUTODIAXEIRISI (AUTODIA)” conducts as it deems on its own the case that is delegated to it by its members based on assignment/management agreements without the right of provision of guidelines on behalf of each member acting individually. The members have the right and are capable of assisting in the formation of decision by “AUTODIAXEIRISI (AUTODIA)” by their participation in the election procedure of “AUTODIAXEIRISI (AUTODIA)”’s competent bodies on the one hand and decision making thereof on the other hand. The non individual participation in the conducting of a case is indicated by the nature of things, the team unity that is or collectivity of conducting on the one hand and on the other hand because each and every member undertakes the obligation of delegation only under the term of conducting of their case under the exclusive judgment of “AUTODIAXEIRISI (AUTODIA)”. Which judgement will be formed in view of the interest not of a single participant in the creation of repertoire or a category thereof, but of all its rightholders/members.

Article 7

Members' Admission

7.1. Members of "AUTODIAXEIRISI (AUTODIA)" can be the right holders of musical works (composers, song writers, publishers or sub publishers), their successor or potential successors, inter vivos or causa mortalis or an institution or inheritance these right holders set up, in the face of which the following positive conditions are fulfilled and the negative conditions are not.

7.2. The members/right holders must prove that their works or of their licensor has been subject to some use for which

-prior licensing by the creator is needed

-rights are payable by law or

-is covered by some other limitation of copyright.

7.3. The prospective members need to have submitted the amount of the fee for the acquisition of the cooperative share according to the defined in article 14 of the present statute.

7.4. The petition of the prospective members for admission to "AUTODIAXEIRISI (AUTODIA)" need to have been accepted as foreseen in article 8 of the present statute

7.5. "AUTODIAXEIRISI (AUTODIA)" can refuse the management of right holders' rights if it has objectively justifiable reasons to refuse the undertaking of this management.

7.6. The membership of "AUTODIAXEIRISI (AUTODIA)" capacity can be attributed also to independent management entity or collective management organization that is established in Greece and operates according to law 4481/2017 and 2121/1993 and represent right holders: a) natural persons, b) legal persons who represent right holders/members natural persons who are entitled to a part of revenue which arises from the collective management of rights on behalf of "AUTODIAXEIRISI (AUTODIA)". For admission as Members in "AUTODIAXEIRISI (AUTODIA)" it is required: a) the absence of conflict of interest in any way of the members or/end shareholders or/end partners or/end administration members of the independent management entity with "AUTODIAXEIRISI (AUTODIA)" and its members or its right holders respectively,

bb) the prohibition of exercise simultaneously of potential competitive practices on behalf of the Independent Management Entity or the Collective Management Organization

cc) the approval of admission for the Independent Economic Entity by qualified majority of 75% of the present members of the General Assembly of "AUTODIAXEIRISI (AUTODIA)",

dd) the notification and provision to "AUTODIAXEIRISI (AUTODIA)", of the following data and documents:

1) notification of statute, contact information, in which the address, VAT, seat and e-mail are included

2) notification of legal representatives, members of the board of Directors and Supervisory board and Director General if any, by certificate by a competent judicial authority on non referral of these persons for a felony or the non conviction by way of final judgment, with a felony, or convicted of felony or misdemeanor punishable by a minimum term of imprisonment of two (2) years, or, regardless of the quantum of the penalty, of crimes against property or property rights for smuggling, counterfeiting or forgery, tax evasion, active and passive corruption.

3) a catalog of rightholders who have entrusted them with the management of the powers deriving from their economic right and the end of the assignment agreement for every rightholder/member.

4) the repertoire of which they manage the rights,

5) a draft of the assignment agreement, indicating the legal form and duration of management assignment.

6) the rights distribution regulation, indicating the time, the principles, and the method of distribution of the rights revenue per category of rightholders.

7) as to the Collective Management Organization, the license of legal operation and any published change of information, the legal publication of information of operation and the submission of the transparency report, as foreseen in the provisions of l. 4481/2017.

8) as to the Independent Economic entity, a certification by the HCO that it submits and publishes the information necessary according to the provisions of article 28 I. 4481/2017 and every change of its information.

9) compliance with the conditions of par. 2 and 3 of article 32 I. 4481/2017 in case that the legal form of the Independent Management Entity is a limited liability company

10) any other document proving the legal management of the Independent Entity and of the Collective Management Organization in compliance with the provisions of I. 4481/2017

7.7. A collective management Organization and an Independent management entity established in other member states of the EU must -in addition to the above- provide a certification by the HCO on the lawful notification of their particulars for the beginning of their operation from which their establishment in a member – state, insofar as it is respectively provided under the national legislation of that member - state is shown.

7.8. The fulfillment of the conditions of admission in “AUTODIAXEIRISI (AUTODIA)” of a legal person, as above described as Member is reexamined following the lapse of three years in “AUTODIAXEIRISI (AUTODIA)” and if they remain as Members in “AUTODIAXEIRISI (AUTODIA)”. If the conditions of their admission as Member have ceased to exist then, their relation to “AUTODIAXEIRISI (AUTODIA)” shall be decided by the Board of Directors following a relevant petition by the rightholder/member. The relevant decision of the Board of Directors shall be approved by the General Assembly.

7.9. As members in “AUTODIAXEIRISI (AUTODIA)” cannot be accepted those (that):

a) are members or clients of another organization/body/entity of collective management which is active in the same categories of works, rights or powers thereof as “AUTODIAXEIRISI (AUTODIA)”.

b) are directly or indirectly owners/partners/shareholders/administrators/members of statutory bodies of a for profit organization or entity of collective management in any country and regardless of the category of works.

c) have either withdrew from a collective management organization and have not paid the debts to such organization or have been excluded by it due to a criminal sentence

under the following alinea or due to administrative faults that have been ascertained by a final decision and

d) those that have been sentenced for the execution of the crimes of article 66 law 2121/1993.

e) those who have conflicting interests with AUTODIAXEIRISI (AUTODIA), a fact which is especially proven by a pending judicial dispute with it

f) those who by actions or omissions have caused direct or indirect pecuniary damage or moral harm to “AUTODIAXEIRISI (AUTODIA)” or its members as well as have afflicted its trustworthiness and business reputation, the personality, honor, reputation of its members, of the members of its statutory bodies, of the Director General or of he who practices the duties of the Director General, of those who are employed by it and its agents, by any means or ways.

7.10. The positive and negative admission of members to AUTODIAXEIRISI (AUTODIA) conditions need to be maintained during the whole period of validity of the assignment agreement of the members and constitute a condition for the maintenance of the member capacity.

7.11 “AUTODIAXEIRISI (AUTODIA)” maintains a record of its Members which is updated regularly and in any case monthly and draws up a relevant catalog including their e-mail addresses which it submits to the HCO yearly.

7.12. In the case of assignment or transfer from a member of AUTODIA to a third, natural or legal, person, of its economic rights or powers on part or of all its works, present or future (works), to which it has assigned to AUTODIA the management and protection of the said rights, the third person assignee/transferee is becoming a member, if it wishes so, otherwise an assignor, having the obligation to sign the assignment/authorization management agreement. In the case of assignment or transfer from a member of AUTODIA of its economic right or powers of all of its works, the membership is suspended for that assignor/transferer, and the membership is acquired again when the assignment/ transfer is terminated by the passing of the agreed time period or by the termination or by a notice of termination or when new

works will be declared by it. For the classification of both of the said parties in the category of number of votes (if the assignor/transferrer preserves its membership) the income of each party is taking into account.

Article 7A

7A.1. It is possible the assignment/authorization for the management and protection of the economic rights, powers (of rights) deriving therefrom or categories of powers or types of works or objects of protection of their choice, for the territories of their choice, from rightholders that do not wish to become members of AUTODIA as partners, by signing the relative management authorization agreement.

7A.2. The abovementioned rightholders, as assignors, are not becoming members of AUTODIA, do not have a cooperative share, do not have the right to elect or to be elected in the bodies of the Cooperative, do not have the right to participate in the General Assemblies, and they are deprived of every other right that the members have, nor they have any related obligation.

7A.3. As for the rest, are applied also to the assignors-non members of the Cooperative all the positive and negative qualifications for becoming or loose membership , the same procedure for member's admission and withdrawal, and are also applied all the provisions of the present statute concerning the authorization for the management and protection of their rights, the right of collection of their rights and the right of information.

Article 8

Body and procedures for member's admission

8.1 Members' admission is realized by the signature of the assignment agreement, according to the specified therein. The assignment agreement is signed by the President of the BoD or by the Director General or any person specially authorized by the BoD and the prospective member and is submitted for approval to the Board of Directors;

following it is formally approved by the first General Assembly taking place after the signature of the assignment agreement. The capacity of member is acquired from the entrance in force of the assignment agreement according to the specifically specified therein, under the condition of its approval by the Board of Directors.

8.2. In case of rejective decision of the Board of Directors which needs to be sufficiently justified in all cases and to be notified to the potential member within a month of its receipt, the latter has the right to turn against this decision in the next regular or extraordinary general assembly of “AUTODIAXEIRISI (AUTODIA)”.

Article 9

Rights of partners/members/ rightholders

9.1. The partners/members/rightholders have all the rights foreseen by law 1667/1986 and law 2121/93 and I. 4481/2017, as they are applicable from time to time, with prejudice of that which is defined in the present (statute).

Specifically, AUTODIAXEIRISI (AUTODIA)’s Members, under the terms and conditions of the present statute are entitled to: a) participate in the General Assembly, elect and be elected in the statutory bodies of “AUTODIAXEIRISI (AUTODIA)” ask the convocation of an extraordinary General Assembly (meeting), under the specifically set in the present statute. All AUTODIAXEIRISI (AUTODIA)’s members have the right to participate and vote in the general assembly of members, without prejudice to article 12 of the present (statute) and according to those specified in article 9.3 and 17 of the present (statute).

b) AUTODIAXEIRISI (AUTODIA)’s members, natural or legal persons must not have conflicting interests with the former and must abstain from actions or omissions which can cause direct or indirect, existing or future, pecuniary damage or moral harm to “AUTODIAXEIRISI (AUTODIA)” or its members as well as afflict its trustworthiness and business reputation, the personality, honor, reputation of its members, of the members of its statutory bodies, of the Director General or of he who practices the duties of the Director General, of those who are employed by it and its agents, by any means or ways.

c) to express their opinions within AUTODIAXEIRISI (AUTODIA)’s statutory bodies in which they participate concerning the general rules of definition of the amount of the

compensation, the collection and distribution methods, as well as for other subjects relevant to the management and protection of their works.

d) to collect the remuneration that corresponds to them based on the distribution regulation, following deduction of the percentage that “AUTODIAXEIRISI (AUTODIA)” withholds for the cover of expenses of management and other costs, according to the distribution regulation, the present statute and the applicable legislation from time to time e) to be informed of the minutes of General Assemblies, balance sheets and the business year report, as is foreseen in the present statute. f) the rightholders/member shall have the right to grant licenses for non- commercial use of any rights, categories of rights or types of works of their choice. Following decision by the general assembly the terms under which the rightholders/members shall grant licenses for non commercial use under the obligation of information of rightholders/member about their choices and provision of the largest possible aptness in the exercise of the relevant rights shall be defined.

g) to receive any information by “AUTODIAXEIRISI (AUTODIA)” on the management of their rights and to exercise every legal right as foreseen in the present statute and the provisions of l. 4481/2017 and l. 2121/93

h) Every other right specified in the present statute and the provisions of l.2121/93 and l. 4481/2017, in the assignment agreements, in the written notices of “AUTODIAXEIRISI (AUTODIA)” and in general in the relevant legislative provisions. i) The demands of the members against “AUTODIAXEIRISI (AUTODIA)” can be entrusted to a third party only following agreement with it.

j) “AUTODIAXEIRISI (AUTODIA)” can provide a deposit to the rightholders/members to the extent of the already known or expected “performance” of their works according to the specifically defined under decision of the Director General or he who exercises the duties of Director General. In case of grant of such deposits, the member/rightholder who receives it entrusts irrevocably to “AUTODIAXEIRISI (AUTODIA)” the demands stemming from the assignment agreement up to the settlement of the received deposit,

a time when the time-limit of the assignment contract is mandatorily prolonged, excluding possibility of termination by the member for any reason.

9.2. For the exercise of the members' right to ask information based on the above article, a relevant petition needs to be submitted which is approved by the Director General or by the person who exercises the duties of Director General; the relevant petition can be rejected if under his free judgment the information to be provided in the future are in danger of ending in users or other persons who have conflicting interests with "AUTODIAXEIRISI (AUTODIA)", or who by their actions or omissions have caused moral or material damage to AUTODIAXEIRISI (AUTODIA).

9.3. The successors of AUTODIAXEIRISI (AUTODIA)'s rightholders/members have, if they are more than one, each individually the right to elect and be elected in the statutory bodies of "AUTODIAXEIRISI (AUTODIA)", while for the application of the criteria of vote right limitation of article 17, the percentage of their inherited right is taken into consideration.

9.4. In case of death of a partner/member and if the successors under the previous paragraph do not wish to become themselves partners/members the only claim, apart from those stemming from the assignment agreement under article 9, that these successors have against "AUTODIAXEIRISI (AUTODIA)" is to receive the nominal value of the share of the deceased according to the percentage that corresponds. either in its totality or to the extent that corresponds to them, depending on whether all or some of the successors mentioned above do not become "AUTODIAXEIRISI (AUTODIA)" 's partners.

Article 10

Authorization of Management-Protection

10.1. "AUTODIAXEIRISI (AUTODIA)" 's members/rightholders authorize it to manage the economic right or the powers deriving therefrom or categories of powers or types of works or objects of protection of their choice, for the territories of their choice, irrespective of the Member State of nationality, residence, or establishment of either the collective management organization or of the rightholders (authorization

agreement). The terms and conditions of the authorization of management and protection are defined in the authorization agreement which is signed between AUTODIAXEIRISI (AUTODIA) and the member/rightholder. The authorization takes place every time in writing and for a certain period of time that cannot be longer than three (3) years. In case of doubt, it is presumed that the authorization concerns all works, including future works, for a period not exceeding three (3) years. AUTODIAXEIRISI (AUTODIA) is obliged to manage the economic right, powers or categories of powers or types of works or objects of protection, provided that their management falls within the scope of its activities unless it has objectively justified reasons for refusing management.

10.2. The authorization is valid for all the countries of the world, under the condition that AUTODIAXEIRISI (AUTODIA) has signed representation agreements with similar collective management organizations abroad and according to the specifically defined in the authorization agreements with its rightholders members.

10.3. “AUTODIAXEIRISI (AUTODIA)” accepts the under Authorization of Management and Protection under the conditions which are foreseen in the present (statute), as well as all the others which shall be defined from time to time under the provisions of the present (statute). By this authorization, “AUTODIAXEIRISI (AUTODIA)” undertakes obligation of effort and not of result.

10.4. In addition, the members/rightholders of “AUTODIAXEIRISI (AUTODIA) have the following specific obligations regarding the authorization agreement:

- a) to not agree with any third party on the allocation of rights different than that allowed by the distribution regulation
- b) to not participate directly or indirectly to the appropriation of programs or the reduction of false or incorrect statements or in general in tactics which aim at the collection of rights of which they are not normally entitled,
- c) to declare to “AUTODIAXEIRISI (AUTODIA)” the works upon which they have rights,
- d) to guarantee, in some cases, that these works are theirs or of their composers or songwriters or of rightholders who they succeed or represent as well as that these works do not include illegal loan elements and

e) to notify “AUTODIAXEIRISI (AUTODIA)” on any information necessary for the management and protection of their rights, especially they are obliged to inform AUTODIAXEIRISI (AUTODIA) of any public performance of their works either by themselves or from third parties/users if it falls under their consideration, f) to declare upon their admission to “AUTODIAXEIRISI (AUTODIA)” all the works, the rights upon which they have potentially previously entrusted to another and to entrust the management and protection of these rights to “AUTODIAXEIRISI (AUTODIA)”.

g) To declare to “AUTODIAXEIRISI (AUTODIA)” upon their admission the nicknames under which their works have been published. The rightholders/members are not to use more than three nicknames at maximum, which need to be chosen in communication with “AUTODIAXEIRISI (AUTODIA)” in way that confusion with other names or nicknames be avoided. In exceptional cases, the number of nicknames can be bigger.

10.5. AUTODIAXEIRISI (AUTODIA)’s members/rightholders have the right to terminate in whole or in part the authorization agreement in respect of the economic right or categories of powers or types of works or objects of protection of their choice for the territories of their choice or to revoke any of the rights, powers or types of works and objects of protection from AUTODIAXEIRISI (AUTODIA) following a three (3) month written notice. The termination shall take effect three months after the written notice has been given, and the authorizations granted prior to the termination shall continue to be valid until the end of their term.

10.6. If there are any amounts due to a member/rightholder for acts of exploitations which occurred prior to the expiry of the authorization agreement, or before the termination or the revocation, or by virtue of an authorization granted prior to the expiry of the termination or prior to the termination or the revocation, the member retains his rights under articles 18, 19, 25, 27, 37 and 42 of l. 4481/2017 as applicable from time to time and without prejudice to the present statute.

10.7. AUTODIAXEIRISI (AUTODIA) cannot restrict the exercise of rights that are referred to in paragraphs 5 and 6 of the present article by imposing, as a condition for their exercise, the assignment to another collective management organization of the

management of the rights or categories of powers or types of works or objects of protection which are subject to expiration or have been terminated or revoked.

10.8. When the member/rightholders authorizes AUTODIAXEIRISI (AUTODIA), to manage the economic right, or powers, or categories of powers, or types of works, or objects of protection, they give consent specifically for each power or category of powers or type of protection works or objects.

Any such consent must be evidenced by the authorization/management agreement.

10.9. Before being granted with the Authorization of Management and Protection, AUTODIAXEIRISI (AUTODIA) shall inform the members/rightholders of their rights under the present article and article 14 I. 4481/2017.

This information shall be communicated by any means necessary and especially by posting on the website of AUTODIAXEIRISI (AUTODIA) and by e-mail to the prospective member/rightholder.

Article 11

Obligations of partners/members/ rightholders

11.1. The partners/members of AUTODIAXEIRISI (AUTODIA) have all the obligations foreseen in law 1667/1986, I. 2121/1993 and I. 4481/2017, as they are applicable from time to time, without prejudice to that which is defined in the present statute.

11.2. The members of AUTODIAXEIRISI (AUTODIA) following its foundation have no obligation to deposit apart from the amount for acquisition of their cooperative share, any fee corresponding to the clear value of “AUTODIAXEIRISI (AUTODIA)”

11.3. The members of “AUTODIAXEIRISI (AUTODIA)” also have the following specific obligations:

a) as creators potentially using the work of others for the creation of theirs but also as potential users, to respect their obligations concerning copyright and related rights.

b) to conform to the rules of the statute, of the authorization agreements and the Distribution regulation or any other regulation as well as the decisions of the bodies of “AUTODIAXEIRISI (AUTODIA)”

c) to not proceed in actions or omissions than can potentially cause direct or indirect, existing or future, pecuniary damage or moral harm to AUTODIAXEIRISI (AUTODIA) or its members as well as not to afflict the trustworthiness and business reputation, the honor, the reputation of its members, of the members of its statutory bodies, of the Director General or of the person exercising duties of the Director General, its employees and agents by any means or methods as well as to abstain from any action or omission than can hinder the smooth and orderly functioning of AUTODIAXEIRISI (AUTODIA),

d) to participate in the general assemblies

e) to deposit the amount of their cooperative share or the specified monetary amount for covering the damages of AUTODIAXEIRISI (AUTODIA) when its reserve holdings is insufficient, following decision by the General Assembly under the defined in ar. 4 par. 3 l. 1667/1987 and every regular or extraordinary fee that is foreseen in the present statute or is imposed by decision of the Board of Directors following approval of the General Assembly.

f) to not transfer part or all of the collected compensations and rights to users and specifically to any person who has interest or could due to any cause have interest in the exploitations of works

g) to not withdraw from the claim of the remuneration for copyright from the public performance of their works in case that the conditions for grant of non-commercial use license are not fulfilled

h) to inform "AUTODIAXEIRISI (AUTODIA)" on any infringement of the rights of its rightholders/members

i) to inform in written "AUTODIAXEIRISI (AUTODIA)" for the works that have been registered in any way and for new works that are registered following the authorizations of management, as is specifically defined in the authorization agreement, that they have published in any way, as well as on any new work that is published following the authorization of management to AUTODIAXEIRISI (AUTODIA). In addition, they are obliged to inform AUTODIAXEIRISI (AUTODIA) on any public performance of their works

by themselves or by third parties/users, if it is brought to their attention. In this context, AUTODIAXEIRISI (AUTODIA) reminds this obligation to its members/rightholders yearly and it provides them simultaneously with the possibility of informing it by electronic means.

j) any other obligation that is foreseen from the applicable legislation from time to time, the authorization agreements, the distribution regulation and the written notices of “AUTODIAXEIRISI (AUTODIA)”

k) The Independent Management Entities and the Collective Management Organizations, if they acquire the capacity of Member/Rightholder must notify any change of their above particulars, within ten days from the change and to submit any lawful data for the proof of the authorization of management of repertoire towards them.

Article 12

Members’ Withdrawal

12.1 The members of AUTODIAXEIRISI (AUTODIA) shall withdraw from it in the following cases: **A.** When one of the positive or negative conditions whose fulfillment is required for admission to “AUTODIAXEIRISI (AUTODIA)” ceases, following decision by the Board of Directors which is further formally approved in the next General Assembly of AUTODIAXEIRISI (AUTODIA).

B. When the member terminates the authorization agreement under ar. 10 par. 3 of the present statute and the specific terms included in the authorization agreement thereof with AUTODIAXEIRISI (AUTODIA).

C. By decision of the Board of Directors and the General Assembly according to the definitions of the present paragraph. Any member that breaches its obligation stemming from the present statute, the authorization agreement or the applicable legislation is brought to account by decision of the Board of Directors following opinion of the Director General or the person exercising the duties of the Director General. The account takes place in a special meeting of the Board of Directors within seven (7) days from the notification of the call to the member by any means. The call includes in short,

the breach attributed to the Member. Following the hearing of the member brought to account, they leave the meeting room and the Board of Directors decides on the termination or not of the authorization agreement of this member. The termination of the authorization agreement, should it be deemed necessary by the Board of Directors, is in addition approved by the first ordinary or extraordinary General Assembly meeting held following, which is without delay invited by decision of the Board of Directors, it is met in quorum and it convenes validly based on article 17.6 of the present statute, it decides on the termination of the authorization agreement and the approval of the Board of Directors decision by qualified majority of the voting members. The notification to the member of the extract of the decision of that General Assembly brings about the direct exclusion from membership of AUTODIAXEIRISI (AUTODIA) and the corresponding withdrawal from any potential membership of its statutory bodies, by derogation of any other provision of the present (statute), the results of the termination of the relevant authorization agreements are brought about following three months from the notification to the member of the said decision of the General Assembly.

D. Following decision of the General Assembly after a corresponding decision of the Board of Directors (exclusion of member) according to the specifically defined in article 2 par. 8 l. 1667/1986 as applicable from time to time.

12.2. In case of exclusion, the only claim that the member has against “AUTODIAXEIRISI (AUTODIA)” is to receive the nominal value of their share if they have deposited it according to the specifically defined of the present statute.

Article 13

Partners Liability

The partners do not personally bear any liability for the debts of “AUTODIAXEIRISI (AUTODIA)”.

Article 14

Cooperative shares

14.1. “AUTODIAXEIRISI (AUTODIA)”’s capital is divided in shares of equal value of euro 29,35 each. The shares and the rightholders thereof are registered in the under article 9 law **1667/1986** members’ registry.

14.2. The amount for the acquisition of a share is deposited by every member of AUTODIAXEIRISI (AUTODIA) at the latest by the end of the calendar year within which the member became registered in AUTODIAXEIRISI (AUTODIA) or signed new text of authorization agreement with AUTODIAXEIRISI (AUTODIA), following decision by the General Assembly for the amendment of its text, and if they have not provably deposited it, otherwise it is being setoff with the first and every consequent distribution of rights to that member until it is fully paid/deposited.

14.3. The members/partners of AUTODIAXEIRISI (AUTODIA) are obliged to deposit a specific monetary amount for the cover of damages following decision by the General Assembly when the reserve capital is insufficient to cover the damages.

14.4. No member is allowed to acquire more than one share.

14.5 The cooperative shares are non-transferable inter vivos. Any such transfer, in breach of this term of the statute does not produce any legal effect of substantive or procedural law at all.

14.6 In case of multiplicity of rightholders causa mortis of some partner/member/rightholder, they acquire a percentage of the share of the deceased member which corresponds to their hereditary right if they want to become members of AUTODIAXEIRISI (AUTODIA).

14.7 Change of the amount of the share takes place following decision by the General Assembly by recommendation of the Board of Directors according to the present statute.

Article 15

Deductions

“AUTODIAXEIRISI (AUTODIA)” provides the member who entrusts it with the management of his right, even before obtaining the member’s consent for this management, documented information on management fees and other deductions

from the rights revenue and from any income arising from the investment of rights revenue.

The management fees of “AUTODIAXEIRISI (AUTODIA)” must not exceed the justified and documented costs in managing rights, according to the present statute.

Any expense AUTODIAXEIRISI (AUTODIA) realizes shall be deemed to happen towards the fulfillment of its purpose even if it is not defined or arise specifically.

Article 16

Distribution of amounts due to rightholders/members

16.1. The distribution of amounts to rightholders/members takes place proportionally, to the extent possible, to the real use of their works, as soon as possible at least once per year but no later than nine (9) months from the end of the financial year in which the rights revenue was collected, unless objective reasons relating, in particular, to reporting by users, identification of rights, rightholders/members or matching of information on works and other subject-matter with rightholders/members prevent “AUTODIAXEIRISI (AUTODIA)” from meeting that deadline.

16.2. “AUTODIAXEIRISI (AUTODIA)” distributes and deposits the amount due to its members/rightholders as specified in the distribution regulation

16.3. Where the amounts due to the members/rightholders cannot be distributed within the deadline set in paragraph 1, because the relevant rightholders/members cannot be identified or located, in spite of the necessary measures of “AUTODIAXEIRISI (AUTODIA)” for their localization and identification and the exception to that deadline does not apply, those amounts shall be kept separate in the accounts of “AUTODIAXEIRISI (AUTODIA)”.

16.4. “AUTODIAXEIRISI (AUTODIA)” shall take all necessary measures to identify and locate the members/rightholders and shall verify the data of its members or of the represented rightholders as well as other readily available data. No later than three (3) months after the expiry of the deadline set in paragraph 1, “AUTODIAXEIRISI (AUTODIA)” shall make available information on works and other object of protection for which one or more rightholders/members have not been identified or located to:

a) the rightholders/members it represents or, if it has as members entities representing the members/rightholders, to such entities.

b) all collective management organizations with which it has concluded representation agreements.

The information referred to in the second subparagraph shall include, where available, the following:

c) the title of the work or other subject-mattered) the name of the rightholder/member;

e) the name of the producer;

f) any other relevant information available which could assist in identifying the member/rightholder.

If the abovementioned measures fail to produce results, “AUTODIAXEIRISI (AUTODIA)” shall make that information available to the public at the latest one (1) year after the expiry of the three-month (3) period.

16.5. Where the amounts due to members/rightholders cannot be distributed after three (3) years from the end of the financial year in which the collection revenue from collection of the compensation occurred, and provided that the “AUTODIAXEIRISI (AUTODIA)” has taken all necessary measures to identify and locate the members/rightholders, those amounts shall be deemed non-distributable.

16.6. The general assembly of “AUTODIAXEIRISI (AUTODIA)” shall decide on the use of the non-distributable amounts, without prejudice to the right of members/rightholders to claim such amounts from “AUTODIAXEIRISI (AUTODIA)”, if their claims have not been time-barred.

16.7. Only half of the non-distributable amounts can be used by “AUTODIAXEIRISI (AUTODIA)” for investments, while the other half can be used in a separate and independent way, to fund social, cultural and educational activities for the benefit of the rightholders. By a decision of the general assembly the amount of the non-distributable investments can be increased. Also, the general assembly can decide that part of the non-distributable amounts will be distributed to members/rightholders, if this decision

does not clash with the ability of the members/rightholders to claim and receive the amounts corresponding to claims that are not time-barred.

16.8. Members'/Rightholders' claims for rights revenue against "AUTODIAXEIRISI (AUTODIA)" shall be time-barred ten (10) years from the end of the financial year in which they were collected.

If the rightholders are not identified or located, the abovementioned ten (10) years period is calculated from the date of the completion of the procedure of location and identification.

Article 17

General Assembly

17.1. The general assembly of "AUTODIAXEIRISI (AUTODIA)" comprises of all of its members, which convene in regular or extraordinary meetings according to the definitions of the present statute.

17.2. All the members of AUTODIAXEIRISI (AUTODIA), from all the categories of members of AUTODIAXEIRISI (AUTODIA) (composers, songwriters, heirs, successors publishers/subpublishers of music) have the right of participation and vote in the General Assembly as specified in the present (statute). As to the Independent Management Entities and the Collective Management Organizations that have acquired membership, they participate in the General Assembly by their legal representative and with one (1) vote only. In case of change of the legal representative they are obliged to immediately inform "AUTODIAXEIRISI (AUTODIA)" and to submit the relevant legalization documents.

In addition, every member of AUTODIAXEIRISI (AUTODIA), and their proxy, if they provide "AUTODIAXEIRISI (AUTODIA)" the members authorization, have the right to vote electronically, since "AUTODIAXEIRISI (AUTODIA)" has installed an electronic system for electronic voting through which the secrecy of vote is guaranteed for the functioning of which "AUTODIAXEIRISI (AUTODIA)" has informed its members.

17.2.1. Criteria of voting right

For AUTODIA’s members there are five (5) categories of number of votes for authors (composers, lyricists, their heirs, successors) and four (4) categories of number of votes for music publishers/subpublishers of music. The number of votes each member of AUTODIA is entitled to is depending on the category in which they belong (authors/publishers), applicable specifically only for the cases referred in article 17.12 below, arises from the following table.

Authors (Composers, Lyricists, Heirs, Assignees-Successors)					
Member Category	1	2	3	4	5
Number of Votes	1	5	10	25	50

Music publishers/subpublishers					
Member Category	1	2	3	4	
Number of Votes	1	10	25	50	

The entry in one of the above categories is defined by the criterion of amount of yearly distribution statements of copyright remuneration of the members of AUTODIA (AUTODIA), as specified in the present (statute). In application of this, the amount of the distribution statements of copyright remuneration of the members of AUTODIA (AUTODIA) which delimits each category of votes is approved and amended by decision of the General Assembly of AUTODIA (AUTODIA). AUTODIA (AUTODIA) is obliged to post in its official website this data and their corresponding amendments, as they are included in the uploaded statute.

The categorization of members based on the above is examined by AUTODIA (AUTODIA)’s Board of Directors at the beginning of every calendar year, the start being made in calendar year 2019. Every member that is admitted in a different category as a result of this amendment will be notified before the voting.

Specifically:

- a. The yearly distribution statements of copyright remuneration/income of each member for its classification in category of differentiation of its voting right, is calculating on the basis of the average of gross before deductions yearly distribution statements of copyright remuneration/income of each member from distributions that took place within the three (3) consecutive years before each voting of which the year in which this voting is taking place is included, regardless if it is deposited to the natural person or to the legal person of which the natural person is partner, shareholder or legal representative or to the music publisher/subpublisher.
- b. In case of heirs, successors or quasi successors of a repertoire, as well as in the case of paragraph 7.12. of the present statute, the abovementioned calculation is taking place per repertoire and on the percentage of right of every member.
- c. The successors of AUTODIAXEIRISI (AUTODIA)'s rightholders/members have, if they are more than one, each individually the right to elect and be elected in the statutory bodies of "AUTODIAXEIRISI (AUTODIA)", while for the application of the criteria of vote right limitation, the percentage of their hereditary right is taken into consideration.
- d. In case that some member of AUTODIAXEIRISI (AUTODIA), did not previously belong as member to a collective management organization and hence does not hold yearly distribution statements of copyright remunerations from distributions from previous years, they will exceptionally fall in the first member category above until the revision of the categorization by the Board of Directors of AUTODIAXEIRISI (AUTODIA) based on they yearly distribution statements of copyright remuneration from distributions of AUTODIAXEIRISI (AUTODIA) as specified herein.
- e. The number of votes of each member is confidential and is shall not be made know to third parties other than the Election Committee.
- f. The delimitation of categories of votes depending on the amounts of the statements of copyright remuneration/income of each member, calculated as analytically mentioned in herein, is displayed in the following table (with the indication that any decimal numeral will be rounded to the nearest integer number):

Authors (composers, Lyricists, Heirs, Assignees-Successors)					
Member Category	1	2	3	4	5
Average number of income of 3 consecutive years	€0-10	€11-1.000	€1.001-1 0.000	€10.001-5 0.000	€50.00 1+

Music publishers/subpublishers					
Member Category	1	2	3	4	
Average number of income of 3 consecutive years	€0-5.000	€5.001-50. 000	€50.001- 250.000	€250.000+	

17.3. Each member can represent up to two (2) members of the same category of rightholders (i.e a member that belongs to the category of authors can represent up to two authors and a member that belongs to the category of publishers can represent up to two publishers) in order to participate and vote in the General Assembly of members on their behalf. For this reason, the deposition of a relevant authorization/proxy is required which will bring an authentication of signature by any competent authority to the president of the board of Directors before the beginning of works of the general assembly on pain of invalidity. The authorization/proxy can also be given by e-mail text in the e-mail address of the organization autodia@autodia.gr under the following cumulative conditions: a) the full particulars (name, surname, father's name, ID number) of both the authorizer and the authorizee member will be mentioned, b) this will be sent by the official e-mail address that has been notified and registered in the Member's registry of AUTODIAXEIRISI (AUTODIA) by the authorizer at latest the day before the General Assembly meeting and c) AUTODIAXEIRISI (AUTODIA) will have sent by e-mail to the authorization a certification of receipt and validity of the said authorization. Every

authorization is valid for one (1) only general assembly of members. The president draws up a catalog of represented member and their representative, which is given to the general assembly president along with the authorizations, following the election of the latter.

17.4. The general assembly meets in regular meetings once per year following invitation by the Board of Directors within maximum six (6) months from the end of the management use. The general assembly convenes in extraordinary meetings either when the Board of Directors so decides or when the convening is asked by the Supervisory Board of by one tenth (1/10) of the total members of "AUTODIAXEIRISI (AUTODIA)". which cannot however be less than three (3). In the two last cases, when the convening is asked the topics of the meeting of the general assembly need also be defined simultaneously.

17.5. The notice of invitation designates the place, the day and the time where the meeting will be held and the topics to be discussed.

The notice is communicated to the members of "AUTODIAXEIRISI (AUTODIA)" at least seven (7) days before the date of the General Assembly, if it concerns an extraordinary general assembly and at least fifteen (15) days if it concerns a regular general assembly. Communication is made by e-mail or by any other effective means.

17.6. Both the regular and the extraordinary general assembly is in quorum and its meeting is valid, when at the beginning of the meeting at least half of the members of AUTODIAXEIRISI (AUTODIA) are present. If there is no quorum, the meeting is immediately postponed without any additional notice, in the same place and at the same time and in the same day for the following week. In the postponed under the above meeting, the general assembly decides on all matters of the original agenda, as long as at least thirty (30) members of AUTODIAXEIRISI (AUTODIA) are present. If in this second meeting there is no quorum, the General Assembly is cancelled.

17.7. For the calculation of majority of the General Assembly the representation authorizations which have been given according to the provision of the present (statute) are taken into account.

17.8. The works of the general assembly always begin by the election of president and secretary by the present members of “AUTODIAXEIRISI (AUTODIA)”. Until this election, the duties of president are exercised by the president of the board of directors or if he is absent by the vice president of the same board or if he is also absent by some of the members of the board of directors. If no member of this board is present, the aforementioned duties are exercised by any member of “AUTODIAXEIRISI (AUTODIA)” chosen by the present in the general assembly members of “AUTODIAXEIRISI (AUTODIA)”.

17.9. The president of the assembly directs its works, while the secretary keeps the minutes, which following the end of the works are signed by both as well as by the election committee when the works of the general assembly include also elections. This election committee is three membered. The same committee elects its president, who solely signs the vote envelopes. After the end of the vote, the election committee always proceeds in the count and sorting of the votes, redacts the relevant election report and announces the results of the election to the members of “AUTODIAXEIRISI (AUTODIA)” present.

17.10. The works of the regular or extraordinary general assembly can be attended by representative of collective organization of higher grade, of which “AUTODIAXEIRISI (AUTODIA)” is potentially a member as well as any other person that has potentially been invited by the board of directors or the Director General or the person exercising the duties of Director General.

17.11. The general assembly meets and decides for the subjects that have been registered in the agenda. The general assembly can decide for every other subject outside the agenda if all the members of “AUTODIAXEIRISI (AUTODIA)” are present in the meeting. In this case however, if one twentieth ($1/20$) of the present members which are not allowed to be less than three (3) request so, the discussion on the non registered in the agenda subjects is mandatorily postponed for the next general assembly.

17.12. The voting on all the subjects of the General Assembly are by rule carried by raise of hand and every member has one (1) vote without prejudice to the specified in this statute. For the subjects of subparagraphs **f), g), h)** of § 2 of article **18**, and for personal subjects the voting shall be secret. Especially as to the subjects of subparagraphs of **f), g), h)** and **l)** of § 2 of article **18**, the criteria of limitation of voting rights as defined in article 17.2.1. herein are applicable. As for subjects of subparagraph **h)** of § 2 of article **18** the members of the board of directors and the members of the supervisory board shall not take part in the voting.

17.13. The decisions of the regular or extraordinary general assembly are taken by qualified majority of the voters, while specifically as to the subjects of subparagraphs **b) , i), j) , l)** and **m)** of § 2 of article **18** a qualified majority of the two third (2/3) of the members who have voted is needed.

17.14. The elections take place with a single ballot paper.

17.15.1. The election of the members of the Board of Directors takes place with two separate single ballot papers, one for each category of right holders, that is one for the composers, songwriters, heirs (successors or potential successors inter vivos or causa mortis) and one for the publishers/subpublishers of music. Every partner/member that belongs to the category of composers, songwriters, heirs (successors or potential successors, inter vivos or causa mortis) participates only to the election of the corresponding category of members in the Board of Directors and in the respective separate single ballot paper. Every partner/member belonging to the category of music publishers/subpublishers participates only to the election of the corresponding category of members in the Board of Directors and in the respective ballot paper.

17.15.2 In every single ballot paper for the election of Board of Directors members, the name of the candidates are mentioned in alphabetical order, under the name of the body. Each partner/member has the right to make a candidacy in the Board of Directors as well as to practice his voting rights only in the ballot paper that corresponds to the capacity of rightholder category under which they participate in “AUTODIAXEIRISI (AUTODIA)” and according to the type of authorization agreement that they have signed

with “AUTODIAXEIRISI (AUTODIA)” (creator/heir or publisher/subpublisher). In case that the member/partner has both the capacity of the above categories of rightholders, the member/partner is obliged to choose one of the two categories for his election in the Board of Directors and the exercise of his voting rights, for its classification in a category of number of votes is taking into account the income/remuneration from the chosen capacity of rightholder category it has made.

17.15.3 Each partner/member has the right to at least one vote as specified herein. The preference towards a candidate is expressed by the set of a cross next to his name. Each partner/member that belongs to the category of composers, songwriters, heirs (successors or potential successors inter vivos or causa mortis) is not allowed to set more than nine (9) crosses in the single ballot paper of composers, songwriters, heirs (successors or potential successors inter vivos or causa mortis). Each partner/member that belongs to the category of music publishers/sub publishers is not allowed to set more than four (4) crosses in the single ballot paper of music publishers/sub publishers. Those who collect the higher number of crosses in the single ballot of each category of rightholders are elected.

17.16.1. The election of the members of the Supervisory Board takes place with two separate single ballot papers, one for each category of right holders, that is one for the composers, songwriters, heirs (successors or potential successors inter vivos or causa mortis) and one for the publishers/subpublishers of music. Every partner/member that belongs to the category of composers, songwriters, heirs (successors or potential successors, inter vivos or causa mortis) participates only to the election of the corresponding category of members in the Supervisory Board and in the respective separate single ballot paper. Every partner/member belonging to the category of music publishers/subpublishers participates only to the election of the corresponding category of members in the Supervisory Board and in the respective ballot paper.

17.16.2. In every single ballot paper for the election of the Supervisory Board, the name of the candidates are mentioned in alphabetical order, under the name of the body. Each partner/member has the right to make a candidacy in the Supervisory Board as

well as to practice his voting rights only in the ballot paper that corresponds to the capacity of rightholder category under which they participate in “AUTODIAXEIRISI (AUTODIA)” and according to the type of authorization agreement that they have signed with “AUTODIAXEIRISI (AUTODIA)” (creator/heir or publisher/subpublisher). In case that the member/partner has both the capacity of the above categories of rightholders, the member/partner is obliged to choose one of the two categories for his election in the Supervisory Board and the exercise of his voting rights, for its classification in a category of number of votes is taking into account the income/remuneration from the chosen capacity of rightholder category it has made.

17.16.3. Each partner/member has the right to at least one vote as specified herein. The preference towards a candidate is expressed by the set of a cross next to his name. Each partner/member that belongs to the category of composers, songwriters, heirs (successors or potential successors inter vivos or causa mortis) is not allowed to set more than three (3) crosses in the single ballot paper of composers, songwriters, heirs (successors or potential successors inter vivos or causa mortis). Each partner/member that belongs to the category of music publishers/sub publishers is not allowed to set more than two (2) crosses in the single ballot paper of music publishers/sub publishers. Those who collect the higher number of crosses in the single ballot of each category of rightholders are elected.

17.17. The legal persons (music publishers/subpublishers or rightholders) members of “AUTODIAXEIRISI (AUTODIA)” take place in the election, that is the vote and participate in the ballot papers for the election of the members of every statutory body, through their legal representative or through a specially authorized natural person whose repertoire they represent. These specific natural persons that take part in elections representing legal persons, if they are elected, they participate also in the composition of “AUTODIAXEIRISI (AUTODIA)”’s statutory bodies, not being able to be replaced by another natural person.

Article 18

General Assembly Competences

18.1. The general assembly is the supreme body and decides on all subjects of “AUTODIAXEIRISI (AUTODIA)”, unless otherwise defined in the present statute.

18.2. In the competence of the general assembly fall specifically: a) the amendment of its statute

b) the merger, extension of duration, dissolution and resurgence of “AUTODIAXEIRISI (AUTODIA)”

c) the approval of potential operation and work regulations

d) the approval of board of directors decision for the set-up, amendment, dissolution or participation in legal persons or entities of any nature of associations of persons without legal personality national or foreign or for the withdrawal from them.

e) the approval of the general terms of operation of “AUTODIAXEIRISI (AUTODIA)”

f) the approval of accounts, balance sheets and business uses.

g) the election of the board of directors and the supervisory board members as well as their representatives of “AUTODIAXEIRISI (AUTODIA)” in potential collective organization of higher level

h) the exemption of board of directors and supervisory board members from any liability,

i) the change of its purpose or registered office of “AUTODIAXEIRISI (AUTODIA)”

j) the change of amount of cooperative share

k) the creation of committees and the definition of their competences,

l) the approval of the Distribution Regulation,

m) the decision making upon appeals against decisions of the board of directors on rejection of admission petition to “AUTODIAXEIRISI (AUTODIA)”, or on exclusion of a member thereof.

n) the definition of the potential remuneration to the members of the board of directors and the supervisory board for their occupation,

o) the definition of the deductible amount for the promotion of cultural activities,

p) the basic principles for the use of the non-distributable amounts and the use on a case by case basis of the non distributable amounts, q) the investment policy regarding

the rights revenue and the income arising from the investment of the rights revenue, taking into account paragraph 4 of Article 17 and paragraph 7 of Article 19 of I. 4481/2017,

r) the deductions from rights revenue and from the income arising from the investment of rights revenue taking into account article 18 I. 4481/2017,

s) the use of income from rights and revenue that arises from the investment of revenue rights as to the method, time and every other detail.

t) the method of management of potential cases which can affect the fulfillment of obligations and the achievement of the goals of the organization (risk management policy)

u) the approval of any acquisition, sale or mortgage on property;

v) the approval of partnerships, the setting up of subsidiaries and the acquisition of other entities or shares or rights in other entities;

w) the approval of taking out loans, granting loans or providing security for loans;

x) the drawing up of the terms concerning the granting of licenses for non-commercial uses of their rights;

y) the control of the organization's activities by taking at least a decision on the appointment or removal of certified accountants and by approving the annual transparency report "AUTODIAXEIRISI (AUTODIA)" submits according to article 29 I.4481/2017;

z) the limitation of the participation and voting rights of members under article 9 par. 5 I. 4481/2017;

aa) the imposition of an extraordinary fee on members for the treatment of emergency damages or other extraordinary situations.

bb) the creation of regular and emergency reserve capital

cc) the formal approval of members' admission following a prior decision by the Board of Directors

dd) the approval of the Board of Directors Decision on the termination of an authorization contract as defined in article 12 par.1 subpar. C of the present statute

ee) any extra issue that is foreseen in the respective legislative provisions of I. 4481/2017 as applicable from time to time

18.3The general assembly of members of “AUTODIAXEIRISI (AUTODIA)” can delegate by its decision the competences mentioned in the above cases t, y, v, w to the Supervisory Board.

Article 19

Board of Directors

19.1. The Board of Directors of “AUTODIAXEIRISI (AUTODIA)” is comprised of a sufficient number of members for the goal of administration of “AUTODIAXEIRISI (AUTODIA)” that is of thirteen (13) members, of which nine (9) belong to the category of authors (composers, lyricists, heirs, successors) and are elected solely by partners/members of the same category and of which four (4) belong to the category of music publishers/sub publishers and are elected solely by members of the same category. In addition, they are also elected five (5) alternates members form the category of authors (composers, lyricists, heirs, successors) and two (2) alternates members form the category of music publishers/subpublishers. In case of a post becoming vacant position in the BoD during its term of office, this position is filled from the alternates members of the same category of members to those of the post becoming vacancies positions. In case of inability of filling a post becoming vacant position in the BoD through the participation of the alternates members during the term of office of the BoD, the vacant position is filled by complementary election by the General Assembly at latest within two months from the ascertainment of this inability, in which only the members of the same category of members to those of the post becoming vacancies positions are participating.

19.1.1. The Board of Directors may assign its competences to the Director General and to entrust him with the exercise of specific duties. By specific decisions of the BoD, the tasks and competences of each president, vice president, secretary and treasurer of the Board of Directors is defined and the legal representation of “AUTODIAXEIRISI (AUTODIA)” against third parties is regulated.

19.2. Following invitation by this counsel, who collected the higher amount of votes, the elected shall meet and convene as a body by the election following a secret ballot of president, vice president, secretary and treasurer.

19.3. The term office of the Board of Directors is four years.

19.4. The board of Directors convenes in regular meetings at least once per month and in extraordinary meeting whenever it is invited by its president or is requested by (1/3) of the counsels, who cannot be less than three (3). The board shall have qualified majority and convenes validly when the present members are more than the absent. Representation of a member of the BoD shall not be allowed. When the subjects up for discussion and decision directly concern a counsel, his or hers spouse or relative of first degree, this counsel is not allowed to take part in the meeting, nor do they have a right to vote. The decisions shall be adopted by majority of the present counsels. In case of tie, the president's vote is of higher validity. The decisions of the board of Directors are registered in the respective book of records. The meetings of the BoD are usually taking place in AUTODIA's registered office in live. Exceptionally, and for reasons of urgency it is possible to have a Board of Directors meeting without the presence of the members at the location of meeting and by decision making by way of circulation. The possibility of participation in the BoD's meetings by teleconference is given for those members of the BoD that wish so. A meeting of the members of the Board of Directors can also take place for all the members by teleconference, if all the members agree. In the case of teleconferences, the invitation towards the BoD members includes the necessary information for their participation to the meeting. In the cases where secret vote is required there is no possibility of participation by teleconference.

19.5. The administrative role of the president and members of the Board of Directors of "AUTODIAXEIRISI (AUTODIA)" is clearly distinct from the executive role of the Director General and his director team who direct daily "AUTODIAXEIRISI (AUTODIA)" on behalf of the Board of Directors. The BoD members cannot at the same time occupy the position of an employee in "AUTODIAXEIRISI (AUTODIA)". Employees of "AUTODIAXEIRISI (AUTODIA)" cannot be members of "AUTODIAXEIRISI (AUTODIA)" or of

another collective organization management or of an independent copyright management entity, unless this is allowed from the BoD with a specifically justified decision.

19.6. The members of the Board of Directors, during the exercise of the duties are liable only for intent and gross negligence and are obliged to act in the exercise of their duties with the same diligence that they show when handling their own affairs.

19.7The occupation of a member of the Board of Directors is honorary and without remuneration. By decision of the general, assembly, it is however possibly exception that remuneration is provided to the BoD members corresponding to the time of their occupation.

Article 20

Board of Directors competences

20.1. The Board of Directors administers and represents “AUTODIAXEIRISI (AUTODIA)”. It has the broadest of powers for the operation of actions of administration, management and disposition concerning “AUTODIAXEIRISI (AUTODIA)”.

20.2. The Board of Directors has the following specific competences:

- a) it decides on the admission of members to “AUTODIAXEIRISI (AUTODIA)” and the withdrawal therefrom as specified in the present statute;
- b)**it decides on the subjects of articles 4 and 5 and 12 par. 1C of the statute;
- c)**it draws up the tariffs of “AUTODIAXEIRISI (AUTODIA)” and approves the agreements made with users’ representative organizations;
- d)**it drafts the Distribution Regulation as well as any other regulation it considers appropriate ;
- e)**it suggests to the General Assembly on the set up, amendment, dissolution or participation in legal persons or entities of every form or unions of persons without legal personality, national or foreign, or for withdrawal therefrom as well as for the approval of mergers, or coalitions, the setting up of subsidiaries and the acquisition of other entities or shares or rights in other entities;

- f)** it sets up committees around the board and defines their context of operation and their specific work.
- g)** it observes the management of cooperative cases and decides on anything that concerns specifically the economics of “AUTODIAXEIRISI (AUTODIA)”;
- h)** it appoints, hires and exempts the Director General as well as the other Directors following proposal by the Director General under the condition that both the Director General as well as the other Directors cannot be members of “AUTODIAXEIRISI (AUTODIA)” or of any other collective management of rights organization or of independent management of rights entities;
- i)** it redacts the yearly reports of action, the accounts and the record of business use and submits the second and third to the Supervisory Board for control thirty (30) days prior to the date on which the yearly general assembly will be convened. These documents, accompanied by the relevant report of the Supervisory Board are submitted to the general assembly for approval, prior to which and specifically longer than fifteen (15) days from the day when the general assembly will convene, they have been sent to the members of “AUTODIAXEIRISI (AUTODIA)” by every means possible.
- j)** it prepares and convenes the general assemblies whose decisions it also executes;
- k)** it accepts inheritances, funds, gifts, finances, grants.

Article 21

Supervisory Board

21.1. The Supervisory Board of “AUTODIAXEIRISI (AUTODIA)” has the general responsibility for the supervision of the execution of duties of the Board of Directors members, according to l. 4481/2017 as it is applicable from time to time. The Supervisory Board is consisted of five (5) members, of which three (3) belong to the category of authors (composers, song writers, heirs, successors) and are elected solely by partners/members of the same category and of which two (2) belong to the category of music publishers/sub publishers and are elected solely by members of the same category. In addition, they are also being elected two (2) alternates members of Supervisory Board from the category of authors (composers, lyricists, heirs, successors)

and one (1) alternate member of Supervisory Board form the category of music publishers/subpublishers. In case of a post becoming vacant position in the Supervisory Board during its the term of office, this position is filled from the alternates members of the same category of members to those of the post becoming vacancies positions In case of inability of filling a post becoming vacant position in the Supervisory Board through the participation of the alternates members during the term of Supervisory Board, the vacant position is filled by complementary election by the General Assembly at latest within two months from the ascertainment of this inability, in which only the members of the same category of members to those of the post becoming vacancies positions are participating.

21.1.1. The member of the Supervisory Board cannot simultaneously be a member of the Board of Directors. Nor is it allowed to members of the Board of Directors and of the Supervisory Board to be related up to second degree. The members of the Supervisory Board cannot at the same time occupy the position of an employee in AUTODIA.

21.2. For convening as a body and operation of the Supervisory Board the respective provisions of the statute on the Board of Directors are applied by analogy. Representation of a member of Supervisory Board shall not be allowed.

Article 22

Supervisory Board competences

22.1. The supervisory board supervises the activities and actions of the natural person who administers the business activities of AUTODIAXEIRISI (AUTODIA). For the exercise of its activities, the supervisory board can ask of the persons mentioned in article 10 par.4 subpar.b l. 4481/2017 any book, document, detail or information that is necessary for the fulfillment of its goals. For the exercise of accounting and administrative controls the supervisory board can appoint up to 3 special counsels or experts. The supervisory Board redacts a report on the balance sheet and the record of business use, which it also submits to the General Assembly. This report along the balance sheet and the usage results account must be made available to the partners fifteen (15) days prior to the General Assembly regular meeting.

22.2The members of the supervisory board are responsible for every of their fault. By decision of the general assemble, the members of the supervisory board can be exempted from their liability.

22.3. Every member of the supervisory board of AUTODIAXEIRISI (AUTODIA) submits to the general assembly of members, yearly personal attestation regarding conflicts of interest which shall include the information mentioned in article 31 par. 2 l. 4481/2017.

22.4. The supervisory board of the organizations exercises its competences by decision taken by qualified majority of its members, convenes regularly and in any case at least four (4) times per year, sits in quorum if the majority of its members are present and has the following powers:

a)the exercise of powers that have been granted to it by the general assembly; b) monitoring the activities and the execution of duties of the members of the board of directors, the director general or and the directors, if a general director and or directors have been appointed, as well as of those persons who have been entrusted with the respective duties and competences; c) monitoring the application of general assembly of members decisions and specifically those concerning a) the method of distribution of amounts due to the rightholders/members and the distribution regulation, b) the application of basic principles for the use of non distributable amounts c) the investment police for the rights revenue and for the income derived from the investment of rights revenue taken into consideration articles 17 par.4 and 29 par. 7 l. 4481/2017, d) the deductions on rights revenue and on income deriving from investment of rights revenue according to article 18 l. 4481/2017, e) the compliance with the provisions of l. 2121/1993, l. 4481/2017, the statute and the distribution regulation.

22.5. The supervisory board submits at least once per year a report concerning the exercise of its powers to the general assembly of members.

22.6. In case of ascertainment violations on behalf of the board of directors, the supervisory board can turn to the procedure of articles 43 and 46 to 47 or 51 of law 4481/2017.

22.7. For the exercise of the total of its competence, the Supervisory Board may authorize independent statutory auditors or accountants or legal advisors, of their discretion and choice, at cost amounting up to 3% of the annual management fees, where appropriate, paid by “AUTODIAXEIRISI (AUTODIA)”, provided that the obligation of confidentiality is complied with and that there is no conflict of interests.

Article 23

Cooperative Direction

23.1. The daily direction and administration of cooperative affairs is exercised by the Director General with the assistance of Directors, if it is deemed necessary by the Director General. Both the Director General and the other Directors cannot be members of “AUTODIAXEIRISI (AUTODIA)” or any other collective rights management organization or independent rights management entity.

23.2. Both the Director General and the other Directors, if there are any, are accountable for their actions and omissions against the Board of Directors.

Article 24

Direction Competences

The Director General of “AUTODIAXEIRISI (AUTODIA)” exercises the specific competences that are transferred or delegated to him by the Board of Directors.

Article 25

Cooperative Books

25.1. Apart from the books foreseen by the tax legislation, “AUTODIAXEIRISI (AUTODIA)” maintains according to article 9 law 1667/1986:

a) book of registry of members in which the date of registration, name, father’s name, residential address, share and the value thereof and the date of potential exclusion of members is registered in chronological order; b) book of minutes of general assembly meetings; c) book of minutes of Board of Directors meetings; d) book of minutes of supervisory board meetings.

25.2. It further maintains book of minutes of the committee meetings as well as any other book the board of directors decides to maintain.

25.3. The books of the cooperative/AUTODIAXEIRISI (AUTODIA) may also be maintained in computer or electronic form.

Article 26

Obligations of persons managing “AUTODIAXEIRISI (AUTODIA)”’s business activities.

The persons managing the business activities of “AUTODIAXEIRISI (AUTODIA)” like the legal representatives, members of the board of Directors and Supervisory board and Director General if any, must: a) have not been referred finally for a felony or have not been convicted by way of final judgment, with a felony, or convicted of felony or misdemeanor punishable by a minimum term of imprisonment of two (2) years, or, regardless of the quantum of the penalty, of crimes against property or property rights for smuggling, counterfeiting or forgery, tax evasion, active and passive corruption. To ascertain the non-final referral and the non-conviction of the previous subparagraph, these persons shall submit to the HCO a certificate of non-referral from the competent judicial authority and a copy of their criminal record certifying that they have never been convicted.

b) they must behave correctly, wisely and appropriately by the application of the appropriate administrative and accounting procedures as well as mechanisms of internal control. c) to found and apply procedures so as to avoid conflicts of interests and in case such conflicts cannot be avoided to manage, follow up and notify existing or potential conflicts of interest in a manner that would prevent their negative effect to the collective interests of the rightholders represent by the organizations. For this reason, they are at least obliged to submit a personal attestation to the general assembly of “AUTODIAXEIRISI (AUTODIA)” before their appointment and following in a yearly basis, which will include at least the following information:

a) any interests they have in “AUTODIAXEIRISI (AUTODIA)”,

b) any interest or benefits they have received by “AUTODIAXEIRISI (AUTODIA)” in the previous financial year, in which the pension and social insurance benefits, benefits in

kind or any other benefits are included; c) the amounts they have received during the previous financial year as rightholders/members by “AUTODIAXEIRISI (AUTODIA)”;

d) statement concerning any existing or potential conflict between personal interests and the interests of “AUTODIAXEIRISI (AUTODIA)” or between obligations against “AUTODIAXEIRISI (AUTODIA)” and obligations against any other natural or legal person.

Article 27

Provision of information to the rightholders/members concerning the management of their rights.

1. “AUTODIAXEIRISI (AUTODIA)” has at maximum nine (9) months following the end of every business year to provide the following information to every rightholder/member to whom it has attributed rights revenue for that particular business year irrespective of whether the amounts attributed are paid or not:

- a) the contact information which the rightholder/member has authorized AUTODIAXEIRISI (AUTODIA) to use for their identification and localization,
- b) rights revenue attributed to the rightholder/member,
- c) the amounts paid by AUTODIAXEIRISI (AUTODIA) to the rightholder/member per category of rights managed and per type of use,
- d) the period during which the use take place, for which amounts were attributed and paid to the rightholder/member, unless objective reasons that are related to the submission of reports on behalf of the user, do not allow AUTODIAXEIRISI (AUTODIA) to provide these information,
- e) the deductions that are made for the management fees,
- f) the deductions that are made for any reason but for the management fees,
- g) the rights revenue that correspond to the rightholder/member and which is outstanding for any time period.

2. “AUTODIAXEIRISI (AUTODIA)” shall provide the above information to Independent Management entities/members of “AUTODIAXEIRISI (AUTODIA)” competent for the further distribution of revenue rights to rightholder/members, unless these entities do not already have these information. These entities are under an obligation to transfer

the abovementioned information at the latest nine (9) months after the end of each business year to every rightholder/member to whom they have identified the revenue rights corresponding to this business year, regardless of whether these have been deposited or not.

Article 28

Information provision to other collective management organizations relative to the management of rights under representation agreements.

“AUTODIAXEIRISI (AUTODIA)” provides at the latest nine (9) months following the end of each business year and by electronic means to the collective management organizations for which it undertakes the rights management in the context of representations agreement for that business year, at least the following information:

- a) the revenue rights corresponding and the amount to be deposited from the collective management organization by category of rights managed and per type of use for the rights it manages based on the representation agreement,
- b) the revenue rights attributed, and which have not been deposited for any period of time,
- c) the deductions that are made for the management fees,
- d) the deductions that are made for any purpose but for the management fees mentioned in article 18 I. 4481/2017
- e) information of any licenses granted or refused with regard to the works and other subject -matter covered by the representation agreement,
- f) resolutions adopted by the general assembly, if these decisions concern the management of rights based on the representation agreement.

Article 29

Provision of information to rightholders/members, other collective management organizations and users upon request

“AUTODIAXEIRISI (AUTODIA)” shall, upon a reasonable request, makes at least the following information available by electronic means and without undue delay to any

collective management organization on whose behalf it manages rights under a representation agreement or to any rightholder or to any user, including potential users: the works it represents, the rights it manages, directly or under representation agreements, and the territories covered.

Article 30

Personal data protection

The processing of personal data that takes place in the context of the present statutes is subject to the provisions of l. 2472/1997(A' 50) and the European Union Regulation (679/2016 EU)

Article 31

Reports of Petition of Complaints-Submission of Complaints

“AUTODIAXEIRISI (AUTODIA) shall make available to their Members, and to Collective Management Organizations on whose behalf they manage rights under a representation agreement, procedures for dealing with complaints, particularly in relation to assignment agreements for the management of rights and its end or termination or withdrawal of rights, membership terms, the collection of amounts due to rightholders/members, deductions and distributions.

The complaint is submitted in writing and by any means the complainant deems appropriate, included by e-mail. “AUTODIAXEIRISI (AUTODIA)” posts in a visible manner on its webpage the details necessary so that the submission of complaints is possible, as well as the relevant context and procedure applicable to their submission and processing. If a complaint is submitted to “AUTODIAXEIRISI (AUTODIA)”, “AUTODIAXEIRISI (AUTODIA)” informs the complainant for its receipt immediately and in any case at the latest within three (3) working days from its submission. “AUTODIAXEIRISI (AUTODIA)” must reply in writing and justified at the latest within twelve (12) working days from the receipt of the complaint. If more information is needed by “AUTODIAXEIRISI (AUTODIA)”, it can request so by the complainant within the above deadline. In this case, “AUTODIAXEIRISI (AUTODIA)” must reply in writing and

justified at the latest within seven (7) working days from the day of receipt of the additional information.

Article 32

Dispute Resolution between Members and AUTODIAXEIRISI (AUTODIA)

1. The disputes between “AUTODIAXEIRISI (AUTODIA)” and the members of collective management organizations and collective protection organizations, rightholders or users, borne by the application of the provisions of l. 4481/2017 and l. 2121/1993, can be subject to mediation, if all the members wish so, according to the provisions of l. 3898/2010 (A'211).

2. In case of failure of the mediation, minutes shall be drawn up in accordance with par. 2 of Article 9 of L. 3898/2010. The procedure of mediation shall be without prejudice to the right of parties to bring an action before a court on parallel. The parties can resort to mediation either before or during links pendens. In the case where the dispute is submitted to mediation, any it shall action before the court is ruled out until the completion of the procedure. If it is submitted -to mediation-while the court proceedings are still pending, the court, at each instance of the trial, if the parties agree, shall postpone the trial of the case to an immediate trial date and in any case no later than six months.

Article 33

Annual transparency report

1. “AUTODIAXEIRISI (AUTODIA)” must draw up and make public an annual transparency report, including the special report, for each financial year no later than eight (8) months following the end of that financial year. The annual transparency report shall be published on “AUTODIAXEIRISI (AUTODIA)”’s website, where it shall remain available to the public for at least five (5) years.

2. 1. The information to be provided in the annual transparency report is the following:
a) financial statements comprising a balance-sheet or a statement of assets and

liabilities, an income and expenditure account for the financial year and a cash-flow statement,

b) a report on the activities of the financial year,

c) information on the refusal to grant a license pursuant to article 22 par. 4 of l. 4481/2017,

d) a description of the legal and governance structure of AUTODIAXEIRISI (AUTODIA)

e) information on any other entities directly or indirectly owned or controlled, wholly or in part, by AUTODIAXEIRISI (AUTODIA),

f) information on the total amount of remuneration paid to the rightholders/members in the previous year, and on other benefits granted to them,

g) the financial information referred to in paragraph 3, h) a special report on the use of any amounts deducted for the purposes of social, cultural and educational services. The report shall include the information of paragraph 3 herein.

3. 2. Financial information to be provided in the annual transparency report is the following:

a) financial information on rights revenue, per category of rights, whose management AUTODIAXEIRISI (AUTODIA) has undertaken, and per type of use including information on the income arising from the investment of rights revenue and the use of such income (whether it is distributed to rightholders/members or other collective management organizations, or otherwise used),

b) Financial information on the cost of rights management and other services provided by AUTODIAXEIRISI (AUTODIA) to rightholders/members, with a comprehensive description of at least the following items:

aa) all operating and financial costs, with a breakdown per category of rights whose management AUTODIAXEIRISI (AUTODIA) has undertaken and, where costs are indirect and cannot be attributed to one or more categories of rights, an explanation of the method used to allocate such indirect costs,

bb) operating and financial costs, with a breakdown per category of rights, whose management AUTODIAXEIRISI (AUTODIA) has undertaken and, where costs are indirect

and cannot be attributed to one or more categories of rights, an explanation of the method used to allocate such indirect costs, only with regard to the management of rights, including management fees deducted from or offset against rights revenue or any income arising from the investment of rights revenue in accordance with article 15 of the present statute, cc) operating and financial costs with regard to services other than the management of rights, but including social, cultural and educational services, dd) resources used to cover costs, ee) deductions made from rights revenue, with a breakdown per category of rights whose management AUTODIAXEIRISI (AUTODIA) has undertaken, per type of use and the purpose of the deduction, such as costs relating to the management of rights, ff) the percentages that the cost of the rights management and other services provided by AUTODIAXEIRISI (AUTODIA) to rightholders/members represents compared to the rights revenue in the relevant financial year, per category of rights whose management AUTODIAXEIRISI (AUTODIA) has undertaken, and, where costs are indirect and cannot be attributed to one or more categories of rights, an explanation of the method used to allocate such indirect costs.

c) Financial information on amounts due to rightholders/members, with a comprehensive description of at least the following items:

aa) the total amount attributed to rightholders/members, with a breakdown per category of rights managed by AUTODIAXEIRISI (AUTODIA) and type of use,

bb) the total amount paid to rightholders/members, with a breakdown per category of rights managed by AUTODIAXEIRISI (AUTODIA) and type of use,

cc) the frequency of payments, with a breakdown per category of rights managed by AUTODIAXEIRISI (AUTODIA) and per type of use,

dd) the total amount collected but not yet attributed to rightholders/members, with a breakdown per category of rights managed by AUTODIAXEIRISI (AUTODIA) and type of use, and indicating the financial year in which those amounts were collected, ee) the

total amount attributed to but not yet distributed to rightholders/members, with a breakdown per category of rights managed by the AUTODIAXEIRISI (AUTODIA) and type of use, and indicating the financial year in which those amounts were collected,

ff) where AUTODIAXEIRISI (AUTODIA) has not carried out the distribution and payments within the deadline set in paragraph 1 Article 16 of the present statute, the reasons for the delay,

gg) the total non-distributable amounts, along with an explanation of the use to which those amounts have been put.

d) Information on relationships with other collective management organizations, with a description of at least the following items:

aa) amounts received from other collective management organizations and amounts paid to other collective management organizations, with a breakdown per category of rights, per type of use and per collective management organization,

bb) management fees and other deductions from the rights revenue due to other collective management organizations, with a breakdown per category of rights, per type of use and per collective management organization,

cc) management fees and other deductions from the amounts paid by other collective management organizations, with a breakdown per category of rights and per collective management organization,

dd) amounts distributed directly to rightholders/members originating from other collective management organizations, with a breakdown per category of rights and per organization according to paragraph 3 of article

37 l. 4481/2017.

4. The special report of article 29 par. 2 of l. 4481/2017 refers to the use of amounts spent for the purposes of social, cultural and educational services and shall include: a) information on the amounts deducted for the purposes of social, cultural and educational services in the financial year, with a breakdown per type of service and b) information and explanation on the use of those amounts, with a breakdown per type of service, the persons receiving those amounts, managements costs deducted to fund

social, cultural and educational services, as well as the amounts actually deducted for those services.

5. The financial statements referred to subparagraph a of paragraph 2 herein, together with any financial information referred to in subparagraphs g, h of paragraph 1 and paragraph 3 herein shall be audited by one or more certified auditors, who shall draw up an audit report. This report is reproduced in full in the annual transparency report.

Article 34

Business Year

34.1. The business year is annual: 1st January to 31st December.

34.2. The first operational year ends in December 31st of the year following the year of foundation.

Article 35

Dissolution and liquidation of the Cooperative

35.1. "AUTODIAXEIRISI (AUTODIA)" resolves:

- a) if the remaining members are less than 10
- b) if the statutory term of operation ends and a decision for its prolongation has not been made.
- c) if the general assembly so decides.
- d) if its declared in bankruptcy.

35.2. The liquidation is carried by the Supervisory Board. Potential remainders of the liquidation product shall be distributed equally among the partners/members.

Article 36

Transitional and temporarily applicable provisions

By the substantive and procedural conditions defined by a decision of the Board of Directors, "AUTODIAXEIRISI (AUTODIA)" allows the personal management and protection in the cases it deems that it is not possible to exercise the collective management and protection that it exercises itself normally or it should exercise, if for reasons concerning foreign collective management organizations it is not in a position to

realize the international co operations under article 5.1., “AUTODIAXEIRISI (AUTODIA)” minds the “management” and “protection” in any other way of its member’s rights abroad. Before the signature of the present and of the authorization agreements, the signees/members of AUTODIAXEIRISI (AUTODIA) were fully informed on the extreme difficulty of realization of the assigned cases by “AUTODIAXEIRISI (AUTODIA)”, especially concerning the right of article 18 of l. 2121/1993, as applicable from time to time, as well the so called “broadcasting” and “performing” rights. Significant difficulties are due for the first right to the situation of the relevant legislation as well as the positions, acts and omissions of the legislator and the rest interested collective management organizations. For the second, in addition to the legislative shortcuts, as to collective management organizations having repertoire of small extent and who practice in a situation of intense competition without being into a cooperative organization having a dominant position in the relevant market. The signees were also informed on the important possibility that the abovementioned difficulties will last for all the time of the future delegated authorization obligation. Nevertheless, and despite the information on alternative solutions available to them to become clients of the above for profit collective management organization, the signees decided to become members of “AUTODIAXEIRISI (AUTODIA)” undertaking the obligation of addition provision and providing the order, as created above, especially in that which concerns the time limit and non early termination or withdrawal and the corresponding remain as members in “AUTODIAXEIRISI (AUTODIA)”

The same information was made known and the same choices were made by every new member.

Article 37

Founding Members of “AUTODIAXEIRISI (AUTODIA)”

37.1. The founding members of “AUTODIAXEIRISI (AUTODIA)” become partners without the necessary existence of the condition of article 14.

37.2The composers, lyricists and their heirs, who by setting next to the name of each their signature, certify the decision for the foundation of “AUTODIAXEIRISI (AUTODIA)” and the approval by them of the present statute, are the following:

LEFTERIS PAPADOPOULOS
THEODOROS DERVENIOTIS
DIMITRIS CHATZIDIAKOS
DIMITRIS CHIONAS
TASOS SAMARTZIS
GIANNIS PAPAACHARIAJIS
ANASTASIA CHAROKOPOU
VASILIKI ANASTOPOULOU
DIONYSIS KOUROYPOS
DIMITRIS TSIMOGIANNIS
THANASIS MPIKOS
THOMAS MPAKALAKOS
GIANNIS KAKOULIDIS
CHRISTOS SIKKIS
SOTIRIA LOUKOUMI
NIKOS PERGIALIS
FONTAS LADIS
GIORGOS VROUVAS
ANTONIS PAPAIOANNOU
GIORGOS KONTOGEORGOS
IRAKLIS TRIANTAFYLLIDIS
IOANNA TSIGKA-DENDRINOY
NIKOS TATSIS
PANOS TSAPARAS
CHRISTOS LEONTIS
PANTELOS (PANTAZIS) KAVAKOS-KAVAKOPOULOS
GIORGOS KAKOULIDIS
VASILIS PETRIDIS
CHARALAMPOS GARGANOURAKIS
GIORGOS NTALARAS
CHARALAMPOS GKOLES
CHARIS ALEXIOY
KIKI DIMOULA

Article 38

FINAL PROVISION

The present amended and codified statute of 40 articles has been approved by a decision of the BoD, has been submitted for approval to the GA of the cooperative and has been approved therefrom.

AUTODIA's Head of Legal, Member of the Athens Bar Association, Barrister at the Supreme Court and the Council of State, Mr. Ioannis Maragoudakis (reg. 20474), is authorized in person or by duly authorized by him associates, to deposit the present statute to the official Registry and to the Copyright Organization as supervising authority, as defined by law.

Athens, July 7th 2022

THE PRESIDENT

Yiannis Glezos

THE GENERAL SECRETARY

Gerasimos Pylarinos