

STATUTES // April 2024

of the club [*Blackout Collective*]

based in Glattpark, Zurich

Article 1 – Name and registered office

Under the name of *Blackout Collective*, short “**BC**”, based in Glattpark, Zurich, there is an association within the meaning of Art. 60 ff. of the Swiss Civil Code.

Article 2 – Purpose

The aim of the association is to provide creative, artistic inspiration and professional development for each individual member. You can decide for yourself when and how intensively this goal is pursued. The association has advantages for third parties in that it brings together various experts from a wide range of creative industries, simplifies the flow of communication and can act very unrestricted in the creative process. *B.C* operates exclusively on a non-profit basis.

Article 3 – Means

The association's resources for pursuing the association's purpose consist of:

Membership contributions
Voluntary donations (donations/gifts) *Income from events*
Income from services

Article 4 – Membership

Natural persons, partnerships and legal entities can become members of the association. Registration for membership must be made using the online registration form or in writing to the board, which will make the final decision on admission (more on this under Article 5).

There are three types of membership:

Trial membership

The trial membership is valid quarterly and can only be used twice per person every 2 years. With a few exceptions, it includes the same benefits as the basic membership. This excludes access to certain document templates or design elements as well as the listing on the BC website. In addition, the levy to BC for this type of membership is 20% of the agreed fee.

The trial membership costs 40 CHF for 3 months.

Basic membership

As a basic member you get access to all document templates, creative presets and BC design elements, as well as to the BC WhatsApp community with its subgroups and network. You have the opportunity to receive or place orders paid for via BC. For projects or workshops coordinated via BC (e.g via the WhatsApp Community) or billed, 10% of the agreed fee (excluding expenses) must be paid to BC. Further details as agreed.

In return, basic members receive a 10% discount on our entire webshop as well as other exclusive benefits from various partners.

There are regular small events or happenings, some of which you have exclusive access to as a member. You also have the opportunity to take part in BC workshops with at least 50% discount. If you submit your portfolio, your work can also be listed on the website and promoted on social media (further information from the board).

The basic membership costs 120 CHF/year and is booked by calendar year (or months).

Per membership

In addition to the advantages of the basic membership, you get access to other paid online tools and software such as: WeTransfer Pro, Audioio etc. (further information from the board).

With a Pro membership you can accept projects and workshops or lead them yourself without paying any fees to BC (basic members still have to give a 10% share). Pro members also have a 20% discount on the entire webshop as well as other exclusive benefits from various partners.

The Pro membership costs 399 CHF/year and is booked by calendar year (or months).

Membership fee as a board member

The board receives a 50% discount on both basic and pro membership for its services and extra expenses. During trial membership, joining the board is not possible.

Article 5 – Accession, withdrawal and exclusion

Joining the club can take place through a recommendation or without any contact. You can do this using the registration form on the [website](#) fill out.

The board will then vote on admission. The board reserves the right to reject requests to join, even without giving reasons.

Further documents or extracts from the new member can be requested before the admission decision is made.

The introduction to the club takes place either by someone you already know or by member support. Membership is valid on the 1st day of the month following receipt of payment. You will receive all access data for your own BC address and the BC WhatsApp community by email.

You can leave the club at any time at the end of the month. The request to leave must be submitted in writing admin@blackoutcollective.art to send.

The withdrawal requires a reason. The club is under no obligation to make refunds.

The board can remove a member who acts contrary to the interests of the association (see *Mission statement & expectations*), exclude. The exclusion occurs by majority decision of the board. The affected member can appeal against an exclusion decision by the board within 30 days of the written notification to the next association meeting. The appeal is on admin@blackoutcollective.art to submit. The club meeting definitely decides on the exclusion with a majority of one vote from more than half of the members present. Until the vote at the club meeting, the member concerned is considered to be temporarily suspended.

Article 6 – Communication within the association

There are various communication channels within the club. It is therefore important to distinguish which channel you use for what:

E-mail: The official channel for the external contact (e.g with customers or other outsiders) on behalf of the collective. Invitations to club meetings and newsletters with news about the club are also shared here. The email addresses are: vorname@theblackoutcollective.com . If the same email address occurs several times, those affected can suggest an alternative.

Whatsapp: The Blackout Collective WhatsApp Community is our official communication channel in the club. There are different subgroups to communicate in the right channel depending on the topic and needs. For example, in addition to a material and equipment pool, job and cooperation opportunities, you will also find a group for questions if you need help.

Notion: Notion is used by the board as a database and offers an overview of upcoming projects, meetings, events and goals of the association. Members have access to relevant data with a link.

Article 7 – Bodies of the Association

The organs of the association are:

- A. the club meeting
- B. the board

Article 8 – The association meeting

The association meeting is the highest body of the association. Their competence includes in particular:

1. Removal of members of the board of directors;
2. Election of the President of the Board of Directors;
3. election of auditors;
4. Acceptance of the club's accounts;
5. Granting of discharge (personal discharge in the event of business transactions) to the board of directors;
6. Determination of the contributions to be paid by members;
7. Appeal decisions on exclusion decisions by the board of directors;
8. Resolution on the dissolution of the association;
9. Decision-making on the matters that are reserved for it by law or the statutes or that are submitted by the board.

Article 9 – Convocation of the association meeting

The association meeting is called by the president of the board upon resolution of the board. It must also be convened if a fifth of the members request this in writing.

The regular club meeting takes place once a year, no later than six months after the end of the club year.

The call must be made at least 20 days before the meeting for ordinary club meetings and at least 10 days before the meeting for extraordinary meetings. It must contain the negotiation transactions and be sent by email to the address of the collective (vorname@blackoutcollective.art) take place.

Article 10 – Voting rights and decision-making

Each member has one vote at the club meeting. The assembly takes its decisions and carries out elections with a majority of one vote of more than half of the members present, unless the law necessarily provides otherwise.

In principle, you do not have the right to vote if you are absent from the general meeting. Exceptions are signed, written notices that are submitted at least 48 hours before the start of the meeting.

Article 11 – Copyright & Ownership

The rights to every product created remain with the creators. Customer projects are excluded. For customer projects, the respective contractual agreements regulate handling.

For any implementation, it is recommended to agree on the distribution of rights and release for use and marketing before the start of the project.

The association reserves the right to use all projects billed through the association for marketing purposes upon approval.

For publications of any kind, everyone involved must always be marked. Unless other contractual provisions apply.

Theft of physical or digital property is punishable by immediate exclusion from the club and will be prosecuted.

BC reserves the right to have the image rights of its members and to film people at any events, workshops, projects and collaborations. to be allowed to take photographs and to use the photographs for timeless advertising and promotional purposes.

Article 12 – Non-competition clause

The club's clientele* may not be poached for their own business in the same service. If a customer of the association is poached by a member without consulting the board, the board reserves the right to exclude the member in question from the association and to impose a fine in the amount of the resulting economic damage.

Excluded from this are customers who have already worked with us before *B.C* have worked with the member in question.

Customers of individual or multiple members may not be actively poached** by other members for their own business in the same service area.

*The club's clients are customers who have implemented one or more projects, work or services with the club.

**from the member's initiative. The exception is a customer who switches to another member of his own free will.

Article 13 – The Board

The board consists of one or more members. It constitutes itself, with the exception of the president, who is elected by the association meeting.

The Board of Directors is particularly responsible for:

1. Preparation of the club meeting;
2. Implementation of the resolutions of the association meeting;
3. Resolution on the admission and possible exclusion of club members;
4. Resolution on acceptance and changes to the General Terms and Conditions;
5. Resolution on the adoption and change of the mission statement and expectations;
6. Resolution on the adoption and amendment of the statutes;
7. Handling suggestions, applications and complaints from club members;
8. Preparation of budget and annual financial statements;
9. Management of club assets;
10. Activity related to the fulfillment of the association's purpose.

In addition, he is entitled to all other powers that are not expressly reserved for another association body by law or the statutes.

Article 14 – Representation and authority to sign

The association is represented externally by the board and its president. The board of directors determines who is authorized to sign and how the signing is to be carried out.

Article 15 – Auditors

The association meeting elects one or two natural persons as auditors for a period of one year. The audit can also be assigned to a legal entity alone (e.g trust company, etc.).

The association's accounts must be completed annually. The auditors are obliged to examine the association's annual financial statements and report to the annual association meeting on the results of their audit.

Article 16 – Billing & Remuneration

For budgeted projects, a member is paid a flexible hourly wage or a flat rate depending on the service. The amount and distribution (if there are several members) are communicated in writing in advance, e.g in an offer.

It is also recommended to discuss mutual expectations before the project starts.

If a member is not registered as self-employed (no UID number), their annual payment limit from the association is 2,300 Swiss francs.

For any budgeted club work and projects: 10% of the final amount excl. Expenses, rental costs and material costs remain the same *B.C.*

A further 10% (same exclusion of expenses) goes as a commission to the agent of the order, assuming the agent is also there *B.C*-Member. Without further agreement, the agent is the main contact person *B.C* in said club work/project.

The remaining 80% will be divided among all participants according to the offer. If there is no intermediary, 90% is divided among all participants.

Payouts are only made with a valid invoice. The invoice may be sent after the project has been completed and approved by the customer (or the person who initiated the project). accounting@blackoutcollective.art be sent.

The payment deadline for invoices is 30 days. Other written agreements are excluded.

Article 17 – Safety & Health Data

protection

The personal data collected e.g Registration or other matters are always treated with the greatest care by the board and are never shared with third parties or outsiders without consultation or consent.

Illness & accident

In the event of illness, each member protects themselves and others to the best of their faith and will. In the event of illness, the person unable to attend will ensure appropriate replacement if a planned service can no longer be carried out themselves. The replacement person will be briefed and prepared accordingly so that the project can continue without disruption. Even in the event of a short-term failure or emergency, either a replacement must be organized or an alternative solution must be found directly with the project management. Insurance is the responsibility of each member.

Personal protection

If there are personal wishes, suggestions or if you feel unwell, a member can contribute at any time or contact the board or contact member support. In the case of personal disputes in which other members and/or the association suffer, the responsible parties to the dispute can be suspended from the association by the board until arbitration.

Article 18 – Liability

Only the association's assets are liable for the association's liabilities. Any personal liability of its members is excluded. Exceptions are other contractually agreed agreements.

B.C is not liable for the accuracy and/or completeness of all information provided by the *B.C*

issued and distributed documents. When interacting with and from

members *B.C* no liability for any damage caused. The members are responsible for their own actions.

For collaborations of any kind, responsibility lies with those involved (or as agreed). *B.C* declines liability for any damages arising from a collaboration.

Article 19 – Dissolution and liquidation

Dissolution of the association requires the consent of one vote from more than half of the members of the association present at the association meeting. If the dissolution is decided, the liquidation must be carried out by the board unless the association meeting appoints special liquidators.

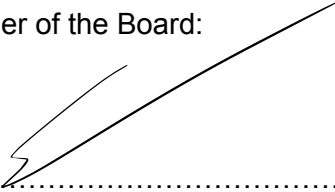
The net assets remaining after payment of all debts and other levies and after settlement of other obligations must be allocated to a purpose corresponding to the purpose of the association by resolution of the association meeting.

Article 20 – Legal basis & entry into force

The club year lasts from January 1st to December 31st. The place of jurisdiction for all legal matters is Zurich.

These statutes will be discussed and confirmed at the annual association meeting on March 2, 2024.

Member of the Board:



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Name: Selia Lakatos

Chairman of the board:



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Name: Kay Mogg