



**Deed of the Incorporation
and
Articles of Association
of the
European Coalition on Homeopathic
and Anthroposophic Medicinal Products (E.E.I.G.)**

(Revised Version April 2007)



Preamble

The founding members, all active in the production and/or distribution of homeopathic and anthroposophic medicinal products, have – for the purpose of achieving mutual objectives in the area of pharmaceutical policy for such products, their quality, safety and efficacy, primarily in the European Union – arrived at this agreement to form a European Economic Interest Grouping (E.E.I.G.) to be registered according to the laws of Belgium.

Through their adoption of these Articles of Association the members of the E.E.I.G. hereby mutually obligate themselves to promote the achievement of the objectives set forward in the Preamble and Article 2 hereof, in the manner set forth in these Articles of Association and to mutually bear expenses which may accrue by the administration of the E.E.I.G. and within the framework of the mutually approved projects.

The founding members mentioned hereunder agree to constitute together a European Economic Interest Grouping:

- (1) Biohorma B.V., The Netherlands
represented by Luc von Hebel
- (2) Biologische Heilmittel Heel GmbH, Germany
represented by Dr. Petersson, Max Daege
- (3) DCG Nordic AB, Sweden
represented by Egon Landgraf
- (4) Deutsche Homöopathie Union
DHU-Arzneimittel GmbH & Co. KG, Germany
represented by Norbert Keller
- (5) DHU Ibérica S.A., Spain
represented by Norbert Keller
- (6) FM-Pharma GmbH, Germany
represented by Suzanne L. Schimmel-Boos
- (7) Heel Biologische Geneesmiddelen B.V., The Netherlands
represented by Gilbert Denys
- (8) Helixor Heilmittel GmbH, Germany
represented by Erika Nickol
- (9) Homeoden-Heel N.V., Belgium
represented by Gilbert Denys
- (10) Locker Remedia S.R.L./ GmbH, Italy
represented by Norbert Keller



- (11) Dr. Peithner GmbH & Co, Austria
represented by Dr. Gerhard Peithner, Martin Peithner
- (12) Pharmazeutische Fabrik Dr. Reckeweg & Co. GmbH, Germany
represented by Michael Reckeweg
- (13) Phinter-Heel S.A., Spain
represented by Max Christian Daege
- (14) Raul Vieira Ltda, Portugal
represented by Maria de Macedo
- (15) Dr. Reckeweg Portugal Produtos Homeopáticos Sociedade
Unipessoal Ltda., Portugal
represented by Pedro Serrano
- (16) VSM Belgium BVBA, Belgium
represented by Luc Bosmans
- (17) VSM Geneesmiddelen B.V., The Netherlands
represented by Franklin Bech
- (18) Wala Heilmittel GmbH, Germany
represented by Holger Schüle
- (19) Wala Italia S.R.L., Italy
represented by Holger Schüle
- (20) Wala Nederland B.V., The Netherlands
represented by Holger Schüle
- (21) Weleda A.G., Schwäbisch Gmünd, Germany
represented by Manfred Kohlhase, Dr. Jürgen Schürholz
- (22) Weleda S.A., France
represented by Patrik Sirdey
- (23) Weleda (U.K.) Ltd., Ilkeston, Great Britain
represented by Patrik Sirdey
- (24) Weleda AB, Sweden
Represented by Björn von Schoultz
- (25) Weleda Nederland N.V., The Netherlands
Represented by Mathieu van den Hoogenband



I.

General

Article 1

Name and Registered Office

1.1 The EEIG shall bear the following name:

“European Coalition on Homeopathic and Anthroposophic Medicinal Products
E.E.I.G.”

The E.E.I.G. shall be referred to by the following acronym: ECHAMP

1.2 ECHAMP shall have its registered office in Belgium at 1040 Brussels, Rue Gray 100

Article 2

Objectives of ECHAMP

2.1 The objectives of ECHAMP shall be:

- (1) Active promotion of the harmonisation, legalisation, research and the respective integration of homeopathic and anthroposophic medicinal products into official pharmacopoeias, primarily in the European Union, with the purpose of further enabling effective access by representatives of the professional groups and the general public to these medicinal products.
- (2) Maintenance and further enhancement - by means of collaboration in work on general and specific topics in the area of homeopathic and anthroposophic medicinal products - of the marketability of homeopathic and anthroposophic medicinal products, particularly with respect to work involving pharmaceutical regulatory agencies, official political institutions and other important institutions in the field of public health, primarily in the European Union.
- (3) Establishment of a widely-accepted and qualified interest grouping of the pharmaceutical industry active in the field of complementary medicine.
- (4) ECHAMP may enter into partnership cooperations with other legal entities and associations active in the field of complementary medicine e.g. herbal medicine, only in so far as it is necessary for the achievement of ECHAMP's objectives.
- (5) ECHAMP shall not undertake to make profits for itself. Its activity shall be related to the economic activities of its members and must not be more than ancillary to those activities. ECHAMP shall not perform activities which law regards as commercial.



2.2 In order to achieve these objectives, ECHAMP will amongst others pursue the following activities:

- (1) to further promote and facilitate the professional and scientific relationship between its members;
- (2) to co-ordinate common interests and activities especially on pharmapolitical matters towards the European institutions and related authorities in the member states of the European Union;
- (3) to support and facilitate information in relation to professional groups and the general public, i.e. health care providers and their associations, health insurance organisations, consumers and other interested circles;
- (4) to actively seek common positions amongst its members in order to provide European and member state institutions with unified and representative positions;
- (5) to carry out joint research and development projects which are of common interest to its members, amongst others, with regards to contributions towards the completion and improvement of the European and other official pharmacopoeias;
- (6) to jointly submit to projects in the European Commission's framework for research and development; and
- (7) to jointly edit and distribute publications which promote the objectives of ECHAMP.

Article 3

Duration and Fiscal Year

- 3.1 ECHAMP is established for an indefinite period of time.
- 3.2 The fiscal year is the calendar year. The first fiscal year begins upon registration of ECHAMP and ends on December 31st of the following year.



Article 4

Contributions and Liability of Members

- 4.1 ECHAMP is founded without starting capital. The financial budget of ECHAMP will be effected by annual membership contributions or other contributions according to further provisions of these Articles of Association.
- 4.2 All members of ECHAMP shall have unlimited joint and several liability for the debts and liabilities of ECHAMP. In accordance with article 21, the consequence of such liability shall be borne by the members inter partes according to the numbers of cost shares assigned to each member as set forth in Article 19.1



II. **Membership**

Article 5 **Membership**

- 5.1 Membership in ECHAMP is open to pharmaceutical companies which have been founded according to the laws of a Member State of the European Union and which operate in production and/or distribution of homeopathic and anthroposophic medicinal products, which are predominantly engaged in the framework of the above-mentioned pharmaceutical businesses, and which are interested and willing to promote the mutual interests of ECHAMP through their efforts and/or activities. Their registered home office and their main residence must be located in one of the member states of the European Union.
- 5.2 Membership of new members will be effective after unanimous approval by the Membership Assembly

Article 6 **Founding Members**

6. The founding members of ECHAMP are the companies enumerated under (1) to (25) in the preamble of this agreement.

Article 7 **Termination of Membership**

- 7.1 Members may terminate their membership without approval of the Membership Assembly by giving notice by registered mail addressed to the Board of Management of ECHAMP. Such termination of membership shall become effective at the end of the fiscal year during which notice of termination has been given, provided that such notice has been given not later than June 30th; otherwise the termination shall become effective at the end of the following fiscal year.
- 7.2 Any member may assign his participation in ECHAMP, either to another member or a third party; the assignment shall only take effect following the unanimous authorisation of the other members.



Article 8

Exclusion of a Member

- 8.1 A member may be excluded from ECHAMP (a) on the basis of gross infraction of its duties as a member, or (b) on the grounds of severe interference with the objectives or the work of ECHAMP or (c) if a member is subject to bankruptcy or a similar situation. Other provisions for a termination or ceasement of membership which are mandatory by law shall not be affected by the foregoing.
- 8.2 The decision of exclusion of a member will be taken by the Membership Assembly upon proposal by the Board of Management within three months from the proposal. Such decision requires the approval by the membership Assembly with a two-third majority of votes whereby the member to be excluded has the right to defend himself but shall not be entitled to vote. After approval the exclusion becomes immediately effective.

Article 9

Rights and Obligations after Termination of Membership

9. If a membership of a member ceases for whatsoever reason, such member shall be entitled to claim a compensation for the loss of membership on the basis of a balance sheet to be established by the certified auditor on the first annual Membership Assembly after the membership has ceased and for the purpose of determining the amount of the compensation payment and reflecting the fair market value of all assets and liabilities of ECHAMP on the day of the termination of membership. The responsibility of such member for liabilities incurred before the effective termination of membership will continue to persist for up to a duration of five years after the membership has ceased.



III

Organisational Bodies

Article 10

Membership Assembly

- 10.1 The Membership Assembly shall consist of all members. Any member can be represented by another member by a written proxy at the Membership Assembly
- 10.2 The Membership Assembly shall be convened by the Board of Management at the request of any member or any member of the Board of Management. Notice of invitation to any Membership Assembly's meeting shall be given by the Board of Management at least 15 days prior to thereto in writing to each member at its business address. The notice of invitation to any Membership Assembly shall also include the proposed agenda, place of meeting as well as any relevant information to the topics of such agenda.
- 10.3 The annual Membership Assembly shall take place at the registered office of ECHAMP, or any other registered seat of a member or at any other venue within the European Union on the last Tuesday of April of each year. If such date falls on a legal holiday, the meeting shall be held on the next business day. The agenda of the annual Membership Assembly shall include the following topics to be resolved upon:
- (1) Presentation of the activities and results including the annual accounts of the last fiscal year
 - (2) Approval of the Performance of the Board of Management
 - (3) Approval of the Annual Accounts
 - (4) Revision of the Current Budget
 - (5) Approval of the Annual Budget for the upcoming fiscal year
- 10.4 The results of a Membership Assembly shall be written down in minutes for which the Board of Management shall be responsible. Chairperson of the Membership Assembly shall be a representative of a member elected by the Membership Assembly for a term to be determined by that Membership Assembly.



Article 11 **Voting Rights**

11. All members or their representatives shall be entitled to vote. Subject to any provision of law or these Articles of Association, the distribution of votes amongst the members shall be based on the cost sharing scheme according to Article 19.1 as follows:

- (0) Members pertaining to Cost Sharing Group Zero (0) shall have one vote
- (1) Members pertaining to Cost Sharing Group One (1) shall have one vote.
- (2) Members pertaining to Cost Sharing Group Two (2) shall have three votes.
- (3) Members pertaining to Cost Sharing Groups Three (3) shall have five votes.
- (4) Members pertaining to Cost Sharing Groups Four (4) shall have seven votes.
- (5) Members pertaining to Cost Sharing Groups Five (5) shall have nine votes.
- (6) Members pertaining to Cost Sharing Groups Six (6) shall have twelve votes
- (7) Members pertaining to Cost Sharing Groups Seven (7) shall have fifteen votes
- (8) Members pertaining to Cost Sharing Group Eight (8) shall have eighteen votes.
- (9) Members pertaining to Cost Sharing Group Nine (9) shall have twenty-one votes
- (10) Members pertaining to Cost Sharing Group Ten (10) shall have twenty-four votes

Members which are majority owned and financially consolidated with another member of ECHAMP pertaining to one of the Cost Sharing Groups Zero (0) to Ten (10) shall have one vote only in case they decide to make use of the possibility offered in Article 18 concerning the annual contribution.

11.2 The number of votes assigned to individual members shall be limited to the extent that no member shall have the majority of votes and that members individually as well as together with their majority owned subsidiaries also being members of ECHAMP shall collectively have not more than 25% of all votes. In any case, any member shall at least have one vote.



Article 12

Resolutions of the Membership Assembly

- 12.1 A quorum of a physical meeting of the Membership Assembly shall exist if all members have been duly invited and a minimum of one half of all votes are present or represented. If the quorum was not reached in a Membership Assembly, no quorum shall be required for a follow-up meeting with the same agenda. Decisions to be taken require the affirmative of not less than two-thirds of the votes being present or represented unless a higher quorum or majority is required by law or these Articles of Association.
- 12.2 Aside from the annual Membership Assembly, resolutions of the Membership Assembly may be passed without a meeting of the membership Assembly in writing. In such case no quorum shall be required and any resolution to be adopted requires the affirmative of a two-thirds majority of all votes unless a higher majority is required by law or these Articles of Association. Should no written reply have been deposited with the official mail service duly addressed, from a member within 14 days following the date of the invitation by the Board of Management to vote by written notice, such member shall be deemed to have abstained from casting a vote.
- 12.3 An unanimous decision by all members shall be required to:
- (1) alter the objectives of ECHAMP;
 - (2) alter the number of votes allotted to each member;
 - (3) alter the conditions for the taking of decisions;
 - (4) alter the contribution (cost share) or any other liability of every member or some members;
 - (5) transfer the registered office of ECHAMP to another member state of the European Union;
 - (6) admit new members;
 - (7) assign the participation in ECHAMP to another member or a third party; and/or
 - (8) alter or amend these Articles of Association unless specifically provided for otherwise herein.

Article 13

Board of Management

- 13.1 ECHAMP shall have a Board of Management consisting of a minimum of three and a maximum of nine board members. A board member shall be a managing director or a qualified person who has the mandate to take decisions on behalf of such member of ECHAMP. The board members may elect a President, Vice-Presidents, a Treasurer and a Secretary.
- 13.2 The board members shall be appointed for a term of not more than three years by the Membership Assembly in accordance with Article 12.1 or 12.2 hereof respectively. The office of a board member shall automatically cease before the end of such term if the membership of the company he represents



as a member of ECHAMP has ceased or if the board member has ceased to be a representative of the respective member of ECHAMP.

- 13.3 The Membership Assembly may, on compelling grounds, revoke the authority for a board member which it has designated in accordance with Article 12.1 or 12.2 hereof respectively. Such compelling grounds include but are not limited to gross neglect of responsibilities or inability to perform the duties of management in an orderly manner. In such case, the Membership Assembly shall elect a new board member at its earliest convenience for the remaining term.
- 13.4 Members of the Board of Management may resign from their offices as Board Members upon giving written notice to the Chairperson of the Membership Assembly.

Article 14

Authorities of the Board of Management

- 14.1 Each board member is entitled to represent ECHAMP vis-à-vis third parties together with another member of the Board of Management, unless determined otherwise by the Membership Assembly.
- 14.2 The Board of Management shall plan and execute all activities necessary for achieving the objectives of ECHAMP and perform the decisions of the Membership Assembly, including but not limited to the initiation of legal proceedings on an national and/or international level, subject to legal constraints and the rights of the Membership Assembly. Each board member is entitled to decide on financial transactions up to Euro 5,000. Financial transactions exceeding Euro 5,000 require a signature of two board members.
- 14.3 The Membership Assembly may give instructions in general or in individual cases which shall be binding upon the Board of Management. The Board of Management shall establish standing orders.
- 14.4 A meeting of the Board of Management may proceed only if at least two-third of its members is present or duly presented. If this quorum is not present, a new board meeting may be convened to deliberate and decide on the matters on the agenda of the preceding board meeting. In any case, the Board of Management may only validly proceed if at least half of its members are present or duly represented.
Matters that are not set out in the agenda may only be deliberated if all board members are present and with unanimous consent of all members of the Board of Management.

Any board member who is not present or represented by his deputy, may designate another board member by letter, telegram, facsimile or other written means to represent him at the board meeting.

Board decisions are taken by a majority of the votes cast. Blank or mutilated votes will not be counted in the votes cast. In case of a tie vote, the chairperson of the meeting shall have a casting vote.



- 14.5 If a member of the Board of Management has a direct or indirect conflicting interest of a financial or other nature towards a decision within the scope of the authority of the Board of Management, he must so notify the Board of Management prior to the decision by the Board of Management. This statement and the grounds justifying the aforementioned conflict of interest shall be recorded in the minutes of the Board of Management deliberating on the decision.

The member of the Board of Management having a conflicting interest shall be liable in accordance with Belgian civil and company law for any breach of the provisions of the above paragraph and, in general, of these Articles of Association.

Article 15

Advisory Committee

15. The Board of Management may establish an advisory committee. The details regarding the organisation of that committee shall be set up by the Board of Management.

Article 16

Working Groups

16. In order to ensure the prompt handling of pending tasks, the Board of management may request the members to elect from their staff a working group of not less than three persons. If required, external experts may be consulted after approval by the Board of Management. These working groups shall report to the Board of Management. The activities of such working groups shall end with the completion of those tasks which they have accepted, or by resolution of either the Board of Management or the Membership Assembly.

IV.

Financial Statements and Membership Contributions

Article 17

Annual Accounts

- 17.1 Within the first three months of each fiscal year, annual accounts shall be drawn up by the Board of Management for the foregoing fiscal year, which shall then submit them to the members for approval by the annual Membership Assembly.
- 17.2 Auditing of the financial position, the annual accounts and the regularity of the performances of the annual accounts viewed from the Articles of Association shall be performed by the certified auditor appointed by the annual



Membership Assembly for a period to be determined by the annual Membership Assembly. The audit report shall be presented to the Membership Assembly.

- 17.3 If the audited accounts as approved by the Membership Assembly show a profit, such profit shall be allocated to a reserve fund of ECHAMP and shall not be distributed amongst its members. For the purpose of determination of the taxable income of each member out of or in connection with profits of ECHAMP, if any, such profits shall be allotted to the members only in accordance the cost sharing scheme as set forth in Article 19.1 hereof. In case of a loss exceeding the reserve fund, the Board of Management may call on the members of ECHAMP to assume such losses by a special contribution which shall be determined according to the cost sharing scheme as set forth in Article 19.1.

Article 18

Bearing of Costs

18. All costs accruing from the administration of ECHAMP and by any award of contracts to third parties, or by involvement of third parties as a result of mutual agreement with the Board of Management shall, in general, be borne by all members, if applicable according to the cost sharing scheme. ECHAMP shall not be responsible for any direct costs arising from the participation of any of the members in ECHAMP.
- A member belonging to another member as a majority owned and financially consolidated subsidiary, may choose to not be accountable for a separate cost share. However in such case, the consolidated annual turnover of the parent company or group will be the basis for the determination of the cost share for the parent company or group. This choice is granted only once, upon application for membership. A subsidiary member that has made use of this possibility can at any time change to full voting rights and financial obligations.

Article 19

Determination of Annual Contributions of Members

- 19.1 Members being majority owned and financially consolidated subsidiaries of other members having chosen to not be accountable for a separate cost share as described in Article 18, shall pay an annual contribution equal to Euro 500,-. The sharing of costs among all other members of ECHAMP shall be determined annually after approval of the annual budgeted expenditures by the annual Membership Assembly and in accordance with the cost sharing scheme based on the previous annual turnover of the homeopathic and anthroposophic medicinal products achieved in the European Union of such member:

Group 0: half a (0,5) cost share shall be assigned to members with a turnover less than Euro 2,5 million



- Group 1:** One (1) cost share shall be assigned to members with a turnover of Euro 2.5 million or more but less than Euro 5 million
- Group 2:** Three (3) cost shares shall be assigned to members with a turnover of Euro 5 million or more but less than Euro 12,5 million.
- Group 3:** Five (5) cost shares shall be assigned to members with a turnover of Euro 12,5 million or more but less than Euro 20 million.
- Group 4:** Seven (7) cost shares shall be assigned to members with a turnover of Euro 20 million or more but less than Euro 35 million.
- Group 5:** Nine (9) cost shares shall be assigned to members with a turnover of Euro 35 million or more but less than Euro 50 million.
- Group 6:** Twelve (12) cost shares shall be assigned to members with a turnover of Euro 50 million or more but less than Euro 65 million.
- Group 7:** Fifteen (15) cost shares shall be assigned to members with a turnover of Euro 65 million or more but less than Euro 80 million.
- Group 8:** Eighteen (18) cost shares shall be assigned to members with a turnover of more than Euro 80 million but less than Euro 100 million
- Group 9:** Twenty-one (21) cost shares shall be assigned to members with a turnover of more than Euro 100 million but less than Euro 150 million
- Group 10:** Twenty-four (24) cost shares shall be assigned to members with a turnover of more than Euro 150 million.

To each cost share an equal share of the annual budgeted expenditures shall be allocated ("cost share value") and thereby the annual contribution obligation of each member shall be determined as the aggregate sum of its individual number of cost shares and the cost share value.

- 19.1. a Companies operating in production and/or distribution of homeopathic and anthroposophic medicinal products, having their registered home office in a Member State that joined the EU in May 2004 or later and that qualify for cost group 0, instead of being assigned to the corresponding cost shares of this group, can choose to pay an annual contribution of € 500.-without affecting the right to vote according to Article 11. This rule is valid from April 24th, 2007 onward for a transitional period of 5 (five) years, until the Membership Assembly of 2012. After that period, if it is not extended by the Membership Assembly, the standard fee assignment according to Art. 19.1 shall apply
- 19.2 Financial membership contributions for new members shall be computed on a pro rata basis for the remainder of the respective fiscal year.
- 19.3 For each upcoming fiscal year, the Board of Management shall prepare an expenditure budget on the basis of planned activities. This budget must be approved by the Membership Assembly. In the event of a budget overrun of more than 10%, the Board of Management shall prepare a revised expenditure budget, which must, in turn, be approved by the Membership Assembly. The annual contribution shall then be calculated in accordance with the cost sharing scheme to cover the revised budgeted expenditures. The members of ECHAMP shall render payment of the pro-rated cost shares accruing to each of them to ECHAMP without delay after request for such payment by the Board of Management.

Article 20



Extraordinary Budget

20. From case to case, the Board of Management may determine special projects, e.g. research projects. If the Membership Assembly determines the adoption of such projects by a minimum of one-half of the present voters in that case, a special cost sharing budget may be established whereby a minimum solidarity contribution of 10% of the project costs shall be borne by all members according to the cost sharing scheme mentioned in Article 19.1, and the remaining budget shall then be distributed amongst such members who are willing to financially support the project, according to the cost sharing plan to be determined amongst them on the same Membership Assembly.

Article 21 **Internal Division of Liability**

- 21.1 The participation of each member in the cost sharing scheme will determine the individual responsibility share quota in case of an internal division of liability amongst members.
- 21.2 In the case of special projects which are financed according to Article 20, liability will rest on those members who have participated in such projects according to the special cost sharing budget. In order to be effective towards third parties, such distribution of liability shall be effectively made known to such third parties in the respective contractual agreement with them, limiting any liability for non-participating members solely to their solidarity share quota.

V. **Miscellaneous**

Article 22 **Dissolution and Liquidation**

- 22.1 The Membership Assembly may decide on the dissolution of ECHAMP with an affirmative of not less than two-thirds of the votes casted.
- 22.2 If the Membership Assembly has decided on the dissolution of ECHAMP, ECHAMP shall be liquidated by the Board of Management or one or more liquidators appointed by the Membership Assembly. Any assets or liabilities remaining after payment of ECHAMP's debts and liabilities shall be apportioned among the members according to the cost sharing scheme as laid down in Article 19.1 heretofore.
- 22.3 ECHAMP shall continue to exist in the case of a member having ceased belonging to it.



Article 23

Language

23. These Articles of Association are presented in the Dutch, English and French language; in the event of disputes as to its interpretation, however, the Dutch version shall prevail. The Dutch language shall be used for any official dealings or communication between the members.

Place

Brussels

Signatures of members:

Resolutions Changing the Articles of Association Unanimously adopted by the Membership Assembly of 16th April 2002, the Extraordinary Membership Assembly of 11th July 2002 and the membership Assembly of 24th April 2007 and made public according to Belgian Law.