

REGULATION FOR THE CONCESSION OF USE OF WAREHOUSE C

The following terms apply to any use of Warehouse C, which has two floors, covers an area of 1,021 square meters, has a total built area of 1,901 square meters, and a capacity of approximately 824 people. has been designated as a listed building, is located within the premises of the ThPA S.A. at Pier A, which has been designated and demarcated as a historic site, and its use has been granted to the legal entity under private law named "Thessaloniki Film Festival" (FESTIVAL).

By decision of the FESTIVAL's Board of Directors, Warehouse C is granted exclusively for events promoting creative industries, activities that promote culture and tourism and support the local and national economy, and social events. The organization of any event/activity of a political or partisan nature is expressly prohibited.

Any space in Warehouse C may be granted to third parties for use after approval by the General Director of the FESTIVAL and the signing of a contract specifying the spaces granted, the terms of the concession, the duration, the agreed use, the agreed consideration, and adherence to these Regulations. No counter-evidence is permitted against the content of the contract.

By signing the contract, the Contracting Party accepts these Regulations and expressly declares that:

1. Is aware of the FESTIVAL's obligations to ThPA S.A., and that the latter has undertaken to ensure the safety of the First Pier area and maintain order under the instructions and coordination of the Central Port Authority of Thessaloniki, and for this reason the Contracting Party acknowledges its obligation to ensure that order is maintained by visitors to its event.
2. Is aware that the door located at the rear of the listed building of Warehouse C, which extends between the Warehouse and the sea, is used exclusively as an emergency exit/escape route and, under the responsibility of the Contracting Party, will remain open during the use of Warehouse C. Consequently, acknowledges that is prohibited to obstruct the free passage through this door in any way and to place in front of it, both inside and outside Warehouse C, any object that obstructs the unimpeded exit of the public. It also acknowledges that it is responsible for keeping the other two entrances to Warehouse C free for the unimpeded passage of the public.
3. is obliged to respect the FESTIVAL's commitments to ThPA S.A. and to inform its staff, associates, and the public attending its event accordingly. In particular, among other things, the Contracting Party is obliged to:
 - 3.1. Ensure the safe exit of the public from Warehouse C. The public will enter this specific area of the Port through Gate 1 (pedestrians only) and the central Gate 5 (vehicles and pedestrians) of the Port.
 - 3.2. Take all appropriate measures to prevent pollution of the sea, the beach, and the environment.
 - 3.3. Inform guests and visitors that private cars are not allowed to enter or park in the Port area at Pier 1. They are also aware that the Port parking lot with entrance from Axios Street or the parking lot with entrance from Gate 6 may be used, at the current rates of ThPA SA S.A. and during their operating hours.
 - 3.4. To inform the Port Authority in a timely manner about the event.
 - 3.5. To submit in a timely manner to ThPA S.A. any requests required in case it wishes to use outdoor spaces.
4. Unless otherwise agreed, the cost of using the space shall be borne by the FESTIVAL, which shall be determined by the FESTIVAL depending on the type of event as follows:
 - a. either a minimum cost of €1.300.00 per day plus VAT plus any charges incurred during the event for electricity consumption and any charges incurred for additional services requested by the Counterparty (water consumption is included in the price) and will pay the corresponding amounts upon presentation of the relevant invoice after the exact confirmation of the above expenses by the competent services of the FESTIVAL
 - b. either at a cost of €2,400.00 per day plus VAT, including electricity consumption charges, the fee of an electrician who will provide an electrician's statement and will be on call during the event in case the Contracting Party needs to provide electrical services on site, the fee of a , chosen by the FESTIVAL, who will be on call during the event in case the Contracting Party needs services related to the use of the venue, the costs of cleaning the venue during and after the event.
 - c. In the case referred to in point 4a above, where the cost of electricity consumption is borne by the Counterparty, upon delivery of the premises, the meter located on the premises shall be recorded by an electrician appointed by the Counterparty, who shall draw up a relevant certificate, and upon return of the premises, a new recording and measurement of consumption shall be carried out by the same electrician, who will draw up a relevant certificate. The amount resulting shall be paid by the Counterparty on the day of return of the space upon signing the Return Protocol and the simultaneous issuance of the relevant document by the FESTIVAL in payment of the said consumption.

- 5.** Throughout the duration of the concession, the Contractor undertakes to maintain the concession area, as well as the facilities and mobile equipment within the area, in good condition and clean (except for the above exception in Article 4.b.) and is obliged, upon termination of the concession agreement in any way, to return them to the FESTIVAL in the same excellent condition in which they were received, and clean (except for the above exception in Article 4.b.) and shall be fully liable for the restoration of any damage that may occur to the premises, property, or personnel of the FESTIVAL due to the actions or omissions of its representatives or employees or those participating in its events. Any accident or damage must be reported immediately to the FESTIVAL representative.
- 6.** Undertakes the custody, security, and insurance of the premises, as well as the facilities of the concession area.
- 7.** It assumes sole responsibility for the safety of the facilities of the space granted to it and bears the risk of operating the space, its equipment, any movable property brought into the space granted to it by itself, the guests-visitors of the event and its staff, and shall compensate the FESTIVAL and any third party for any loss or damage to persons or property due to acts or omissions of itself, its associates, and/or its guests.
- 8.** The Contracting party is obliged to cover, at its own expense, with a special insurance policy for the specific event from a recognized insurance company based in Greece, amounting to €500,000, full insurance coverage:
- 8.1.** Civil liability towards third parties (Festival, its staff, visitors to its event, and all employees of Warehouse C) for bodily injury, death, and/or property damage that may be caused during the concession of Warehouse C and until the return of the space, as well as **8.2.** the facilities of Warehouse C during their use by the Contracting Party, against the risks of fire, short circuit, explosions from any cause and flooding, as well as for any damage or deterioration caused during the operation of the facilities by the Counterparty/its employees-associates and the guests of its event. The insurance policy shall be submitted prior to the signing of this agreement and in any case prior to the handover of the premises. The Festival shall be referred to in the Civil Liability insurance policy as a third party and beneficiary of the insurance, while in the insurance policy for the insurance coverage of the facilities of Warehouse C, it shall be referred to as the sole beneficiary for the collection of the insurance compensation. The approval or rejection of the contract is at the discretion of the FESTIVAL.
- 9.** It is obliged to issue any permits required by law for the specific event, to comply with the provisions of the Market, Health, Tax, Insurance, Police, firefighting, port, and other authorities, and pay the corresponding fees and expenses.
- 10.** They are obliged to submit to the FESTIVAL in a timely manner the applications concerning the necessary provisions for their event and, in case they bring their own equipment or personnel to the venue, it must comply with the applicable safety and fire safety laws and regulations at its own expense.
- 11.** All facilities of Warehouse C (mechanical, electrical, hydraulic, firefighting, and other facilities), unless otherwise agreed, shall be operated at the expense and responsibility of the contractor. No changes to the facilities are permitted without the prior written approval of the FESTIVAL. In the case of rentals for concerts and any event deemed necessary by the FESTIVAL, the Contracting Party must declare that its own electrician will be present at the event.
- 12.** The Contracting Party must notify the FESTIVAL in writing at least two (2) days before the event of the following: the exact program and duration of the event, a technical sheet (where necessary), and a list of the items to be installed in the spaces provided.
- 13.** The Contractor is aware that it is not permitted to place foreign objects in the building or make changes to the building's facilities without prior written permission from the FESTIVAL. In this case, the Contractor shall be obliged, upon termination of the contract, to restore the premises to their previous condition. Upon delivery and return of the premises, a corresponding delivery and acceptance protocol shall be signed between the Contractor and the FESTIVAL.
- 14.** Any signs, markings, or advertisements within the Port Zone of ThPA S.A. related to the events shall be manufactured at the expense of the Contractor and placed in such a way as not to alter the appearance of Warehouse C. S.A. related to the events shall be constructed at the expense of the Contractor and shall be placed in such a way as not to alter the appearance of Warehouse C and the aesthetics imposed by the character of Pier A as a historic site, subject to prior approval by ThPA S.A.
- 15.** It is obliged to use the spaces granted to it exclusively for the activities referred to in the signed private agreement, not to interfere with the activities of other possible contractors of the FESTIVAL and not to grant these spaces, either directly or indirectly, to third parties, even for use as provided for in the contract.
- 16.** In the event of the use of music, they are obliged to obtain the required license from the Collective Management Organizations for the public performance of the musical pieces they choose and assume sole responsibility for this, as well as to pay the corresponding intellectual and related rights to the beneficiaries and acknowledges that the FESTIVAL bears no responsibility in this regard.
- 17.** The FESTIVAL reserves the absolute right to use its adjacent areas and facilities.

18. At least one hour before the announced start time of the event, an authorized representative of the contracting party must be present and remain until the end of the event and the departure of all participants.

19. Upon termination of the contract in any way, the contractor must collect all materials provided by them and deliver the equipment and space empty and in the same excellent condition in which they received them, as any remaining items/forms/materials after the end of the event will not be stored and will be removed at the discretion of the FESTIVAL, which is entitled to seek reimbursement from the Contractor for the cost of their removal.

20. They are aware that upon signing the contract, they must pay a deposit equal to 30% of the total consideration, and that the total consideration must be paid no later than the start of the event, unless otherwise agreed in writing by the parties in the signed contract.

21. In the event of force majeure, the parties may terminate the contract without penalty and the Counterparty shall be entitled to claim the part of the consideration that has already been paid and does not cover services already provided until the termination of the contract. In the event that the event is canceled through no fault of the FESTIVAL, the Contracting Party shall not be entitled to claim the advance payment, unless otherwise specified in the signed contract.

22. The FESTIVAL shall not be liable under civil or criminal law for any material damage, bodily injury, or death that may occur:

a. to any Authority, for the lawful conduct of the event, the possible use of music during the event, the issuance of any required permits, and the payment of the corresponding fees. The Contracting Party is solely responsible for all of the above.

b. for the loss of items or objects belonging to the Counterparty or its staff during the use of the facilities of Warehouse C, unless, after counting and drawing up a relevant report, it undertook to safeguard them.

c. towards any third party visiting the event for physical injury or material damage that may be caused by the Counterparty's staff or the operation of the facilities during their use by the Counterparty.

d. against those who will be employed before, during, and after the event to remove any movable equipment and installations brought in by the Contractor or posted outside for advertising purposes, until the space is returned to the FESTIVAL.

e. any third party deriving rights from the public performance of musical works.

23. Is aware that the FESTIVAL's canteens, which may be in operation, are used to serve the public and visitors, that restrictions on the consumption of certain items are not negotiable, and that the proceeds from the canteens belong exclusively to the FESTIVAL. If the Contracting Party provides drinks or food during the concession, it is solely responsible for their legal distribution and suitability in relation to any Authority (public, municipal, health, etc.), as well as any third party (staff and visitors to the event) for any physical injury/death or material damage that may be caused.

24. FESTIVAL staff shall have free access at all times to the premises used by the Contractor, inter alia, to verify compliance with the terms of the concession agreement and the law.

25. The Contracting Party shall be solely responsible for the lawful employment and insurance of the personnel it uses and that no employment relationship shall be established between the employees working on its behalf and its external partners with the FESTIVAL.

26. Events held under the concession of Warehouse C to third parties are considered events of other persons (legal or natural) and are not part of the FESTIVAL program, unless otherwise agreed in writing.

27. It has sole responsibility for supervising its staff and paying fines and/or compensation in the event of an accident involving its staff. It is obliged to provide, at its own expense, immediate medical care for its staff and visitors during the events.

28. They accept that the rights and obligations arising from the concession of use of the FESTIVAL premises cannot be transferred to third parties.

29. The Contractor is aware that it is prohibited to prepare food in any way that requires cooking, baking, etc., as the space granted does not have the appropriate ventilation conditions for such activities.

30. The Contracting Party is obliged to comply with the instructions of the FESTIVAL staff and any competent public authority regarding strict adherence to the terms of the contract and health and safety provisions. Failure by the Contractor to comply with the instructions of the FESTIVAL and its competent bodies or the competent Authorities shall constitute grounds for termination of the contract through the fault of the Contractor. In this case, the FESTIVAL shall be entitled to receive the entire agreed consideration without prejudice to its claim for compensation for any further damage it may have suffered.

31. If the Contracting Party requires additional services from the FESTIVAL's staff, these will be provided under a supplementary written contract, after their value has been invoiced.

- 32.** The FESTIVAL is not responsible for the payment of taxes, fees, or remuneration that are not expressly provided for in the contract or are legally borne by the Counterparty.
- 33.** The Contracting Party is obliged to avoid any advertising activity that is contrary to the seriousness of the venue and commercial practices. They must also avoid any action that may create confusion regarding the participation of the FESTIVAL in the Counterparty's event, unless otherwise agreed.
- 34.** The FESTIVAL may exercise its rights in any form it wishes, selectively, without the exercise of one right precluding the others. The FESTIVAL's communications to its Contracting Party shall be addressed to the address specified in the concession agreement.
- 35.** The Contracting Party is responsible for complying, with its own staff and/or associates, all measures (regular and extraordinary) taken by any public authority, as well as the decisions and recommendations of the FESTIVAL's Board of Directors, which aim to protect the public and the need to protect public health. It is understood that, from the signing of this agreement and for the entire duration of the concession, the Contracting Party shall bear full and exclusive responsibility towards any Authority and any third party for compliance with the above measures and health protocols in the area granted to it.
- 36.** The Contracting Party acknowledges and accepts that the members of the Board of Directors, the General Director, and the staff act not for their own benefit but on behalf of the FESTIVAL and, therefore, he (Counterparty) cannot take action against them individually in order to satisfy any claim may have against the FESTIVAL.
- 37.** The Contracting Party is aware of the FESTIVAL's GDPR Policy and is obliged to keep confidential the terms of the contract and information relating to the FESTIVAL and its staff, as well as all confidential or other information exchanged or to be exchanged in the context of their cooperation. They are also obliged to ensure that the above confidentiality is maintained by their employees and associates.
- 38.** In the event of a dispute regarding the interpretation of the contract to be signed or the terms of these regulations, an attempt will be made to reach an amicable settlement by the Festival's Board of Directors, following a written request from the Contracting Party. In any case, however, the Courts of Thessaloniki shall have jurisdiction.

The General Director