

REGULATION FOR THE CONCESSION OF USE OF WAREHOUSE C'

The following terms apply to any use of the building of Warehouse C', of a covered area of 1901 sq/m, that has been classified as a listed building, located within the area of the facilities of Thessaloniki Port Authority in Dock A', classified and delimited as an area of historical interest and the use thereof has been granted to the Legal Entity of Public Law with the title "Thessaloniki Film Festival" (FESTIVAL).

By decision of the Board of Directors of the FESTIVAL, use of Warehouse C' is granted exclusively for creative industries promotional events, activities that promote tourism and/or support the local and national economy. The organization of any event/activity of political-party affiliated nature is explicitly prohibited.

The use of an area of Warehouse C' is granted to third parties following decision of the General Director of the FESTIVAL and the execution of an agreement determining the areas the use of which is being granted, the duration, the agreed use, the agreed compensation and the acceptance of this Regulation. No counter-evidence is admissible against the content of the agreement.

By signing the agreement, the Counterparty explicitly declares that:

1. He is aware of the commitments of the FESTIVAL against the Thessaloniki Port Authority S.A., as well as that the latter is tasked with the security of the area and maintaining order under the instructions of and in coordination with the Central Port Authority of Thessaloniki and for this reason the Counterparty acknowledges his obligation to maintain order with regards to the visitors of his event.
2. He is aware that the gate, located in the rear part of the listed building of Warehouse C', extending between the Warehouse and the sea, is used exclusively as an emergency exit/ evacuation route and shall remain open during the use of Warehouse C', under the responsibility of the Counterparty. Therefore he acknowledges that it is forbidden to impede, in any manner whatsoever, free access to said gate and to install in front of it, either in the Warehouse or outside it, any object that impedes the unobstructed exit of the public. Furthermore, he acknowledges that he is responsible to ensure that the other two entrances of Warehouse C' remain open for the unobstructed access of the public.
3. He is obligated to respect the commitments of FESTIVAL S.A. to Thessaloniki Port Authority S.A. and to inform his personnel, associates and the public of his event, as appropriate. Specifically, among else, he shall:
 - 3.1. Ensure safe exit of the public from Warehouse C'. The public shall enter in this specific area of the Port from Gate 1 (pedestrians only) & central Gate 5 (vehicle and pedestrian entrance) of the Port.
 - 3.2. Take all required measures to prevent pollution of the sea, the beach and the environment.
 - 3.3. Inform his guests and visitors that access and parking of private vehicles of the persons arriving to the designated area is not allowed in the area of the 1st dock of the Port. Furthermore, he is aware that the Port's parking lot, accessible from Axiou st., or the parking lot accessible from Gate 6, can be used, with the current Price List of Thessaloniki Port Authority S.A. and during the opening hours thereof.
 - 3.4. Promptly inform FESTIVAL S.A. about the event, in order for the latter to inform the Central Port Authority of Thessaloniki.

4. He assumes, unless otherwise agreed, the expenses incurred during the event due to power consumption, etc., and shall pay the relevant amounts upon presentation of the respective invoices, issued following accurate determination of the aforementioned expenses by the competent services of the FESTIVAL.
5. For the entire duration of the concession, he commits to maintain the concession area and the mobile equipment of the facilities, clean and in good condition. Furthermore, he is obligated to return them to FESTIVAL S.A. in the same perfect conditions in which they were delivered, being liable for the remediation of any damage in the facilities, the property or the personnel of the FESTIVAL, caused by acts or omissions of his representatives, employees or participants in his events. Any accident or damage must be immediately reported to the FESTIVAL's representative.
6. He assumes the guarding, cleaning, safety and security of the area and of the facilities of the concession area. The insurance policy must be submitted upon execution of this agreement. The Thessaloniki Film Festival must be mentioned in the insurance policy as the "beneficiary of the policy" for material damage.
7. Is obligated to obtain any licenses mandated by law for his event, to comply with the applicable orders of Market Police, Health, Tax, Insurance, Police, Port and other Authorities, and to pay the relevant fees and expenses, as appropriate.
8. He is obligated to submit to the FESTIVAL, in a timely manner, all requests regarding services required for his event, and, if he brings to the site his own equipment and/or personnel, he is obligated to comply, at his own cost, with all applicable safety and fire safety laws and regulations.
9. All the equipment of Warehouse C' (mechanical, electrical, plumbing, fire suppression and other equipment), unless otherwise agreed, will be operated under the care and responsibility and at the cost of the Counterparty, who must declare the names of the responsible engineers, mechanics or electricians before the delivery of the facilities. Any electrical installations, connection and disconnections must be performed following permission the FESTIVAL's technicians.
10. He is obligated to notify to the FESTIVAL, at least two (2) days prior to the event, the following: exact schedule and duration thereof, technical documents (if required) and list of the items he intends to install in the concession area.
11. He is aware that the installation of foreign objects in the building and the performance of any changes in the building's installations is forbidden, without the prior written consent of the FESTIVAL, in which case the Counterparty is obligated, after the expiration of the agreement, to restore everything to its prior condition. At the delivery of the area the Counterparty and FESTIVAL will sign a relevant delivery and acceptance protocol.
12. He is obligated to use the concession areas exclusively for the purposes cited in the signed private agreement, to refrain from interfering in the activities of any other counterparties of the FESTIVAL and to not assign, directly or indirectly, said areas to third parties, even for a use specified in the agreement.
13. For the duration of the concession he is obligated to maintain the concession area and the FESTIVAL's facilities clean.

14. The FESTIVAL reserves the absolute right to use its adjacent areas and facilities.
15. At least an hour before the announced start time of the event, an authorized representative of the Counterparty must be present and must remain until the end of the event and the departure of everyone.
16. Upon termination of the agreement for any reason whatsoever, he is obligated to remove all the material brought by him and deliver the equipment and the area, empty and in the same excellent conditions he received them, and any objects/printed material/materials remaining after the conclusion of the event will not be stored and will be removed care of the FESTIVAL, which is entitled to claim from the Counterparty the reimbursement of the removal expenses.
17. He is aware that upon execution of the contract he must deposit and advance payment amounting to 30% of the total consideration, unless otherwise agreed in writing.
18. In case of force majeure, the parties may terminate the agreement without fault and the Counterparty is entitled to claim the part of the consideration already paid and not covering services already rendered until the termination of the agreement. Furthermore, if the event is cancelled, due to no fault of the FESTIVAL, the Counterparty is not entitled to claim reimbursement of the advance payment, unless otherwise specified in the signed agreement.
19. The FESTIVAL does not assume any civil and criminal liability:
 - a. against any Authority, for the lawful conduction of the event, the possible use of music during the event, the issuance of the required licenses and the payment of the relevant fees. The Counterparty will be solely liable for all the aforementioned.
 - b. for the loss of things or objects of the Counterparty and/or the personnel thereof, during the use of its facilities, unless, following the preparation of an inventory and relevant protocol, it undertook their safekeeping.
 - c. against any third party visiting the event, for bodily injury or material damage caused by the Counterparty's personnel of the operation of the facilities during their use by the Counterparty.
 - d. against any persons retained before, during and after the event for the removal of mobile equipment and installations, brought in or affixed externally by the Counterparty as advertisement, until the delivery of the area of the FESTIVAL.
20. He acknowledges that the canteens of the FESTIVAL will be used to serve the public and the visitors, that the consumption restrictions on certain items are not negotiable and that the revenue of the canteens belongs exclusively to the FESTIVAL.
21. The FESTIVAL may retain, at its own cost and responsibility, the required number of auxiliary personnel, for the orderly guidance of the public and the protection of its property.
22. He is exclusively liable for the lawful employment and insurance coverage of the personnel he uses and the employees and external associates working for him establish no employment relationship whatsoever with the FESTIVAL.
23. The events in the context of the concession of Warehouse C' to third parties are considered third party (natural persons or legal entities) events and do not constitute part of the FESTIVAL's program.
24. He assumes the risk and shall indemnify the FESTIVAL for any loss of or damage to persons or property, caused by his acts or omissions, and before the delivery of the building's spaces the

Counterparty is obligated to submit an all-risk insurance policy for liability to the FESTIVAL, covering material damages, bodily injury and death for the duration of the concession of the area and until his departure. The approval of the insurance policy remains at the discretion of the FESTIVAL.

25. He is obligated to ensure, at his own cost, immediate medical care for his personnel and the visitors, for the duration of the events.

26. He accepts that the rights and obligations arising from the concession of the use of FESTIVAL's spaces may not be assigned to third parties.

27. The FESTIVAL's personnel will have unimpeded access, at all times, to the areas used by the Counterparty, in order to verify, among else, the strict compliance with the agreement and the law.

28. He is obligated to comply with the instructions of the FESTIVAL's employees and any competent public authority, regarding the strict adherence to the terms of the agreement and health and safety provisions. Non-compliance of the Counterparty with the instructions of the FESTIVAL and its competent bodies or the competent Authorities constitutes grounds for termination of the agreement for fault of the Counterparty. In this case the FESTIVAL is entitled to collect the entire agreed consideration without excluding claims for indemnification for any additional damages.

29. If the Counterparty requires additional services from the FESTIVAL's personnel, said services will be provided with a supplementary written agreement, after determining their value.

30. The FESTIVAL is not liable for the payment of any taxes, rights or fees that are not explicitly mentioned in the agreement or are imposed on the Counterparty by law.

31. The Counterparty is obligated to refrain from any promotional activity that is inconsistent with the solemnity of the space and business ethics. Furthermore, he shall refrain from any activity that could create confusion about the participation of the FESTIVAL in the Counterparty's event, unless otherwise agreed.

32. All the rights of the FESTIVAL may be exercised selectively, and exercising one right does not entail waiving of others. The notices of the FESTIVAL to the Counterparty are addressed to the address mentioned in the agreement.

33. He acknowledges and accepts that all the members of the Board of Directors, the General Manager and the personnel of the FESTIVAL do not act for their personal benefit but on behalf of the FESTIVAL, therefore the Counterparty may not raise any claims against them personally in order to obtain satisfaction of any claims against the FESTIVAL.

34. In case of disagreements regarding the interpretation of the agreement or this regulation, there will be an attempt of amicable resolution by the Board of Directors of the FESTIVAL, upon written request of the Counterparty. In any case, the Courts of Thessaloniki have jurisdiction.

35. He is obligated to maintain the confidentiality of the terms of the agreement and of the information related to the FESTIVAL and the personnel thereof, as well as of all confidential or other information that was or will be exchanged in the context of their collaboration. Furthermore, he shall ensure that said confidentiality will be maintained by his employees and associates.

36. The Counterparty acknowledges that events of political and/or political party nature are explicitly prohibited in Warehouse C'.

The General Director.