

LABOR REGULATION

GENERAL PERSONNEL REGULATION “THESSALONIKI PORT AUTHORITY S.A.”

In Thessaloniki this day of August 21, 2019, day of Wednesday, at 14:30, at the premises of Thessaloniki Port Authority Société Anonyme”, distinctive title “ThPA S.A”, the below undersigned:

On the one hand, the Employer Société Anonyme titled “Thessaloniki Port Authority Société Anonyme” and distinctive title “ThPA S.A”, based in Thessaloniki and legally represented by the BoD Chairman and Chief Executive Officer Mr. Sotirios Theofanis, acting, in this case, as the Legal Representative of the organization and specially authorized in accordance with Decision of the Board of Directors of the Company with Number 7420/26.10.2018, attached hereto, and

On the other hand:

Mr. Apostolos Dalas, OMYLE (Hellenic Port Employees Federation) Chairman;

Mr. Savvas Kouzilos, OMYLE Vice-President A’;

Mrs. Fani Gourgouri, President of the Clerical Staff of ThPA S.A & OMYLE Secretary General

Mr. Lazaros Tantalidis, ThPA Machinery Operators- Driver & OMYLE Vice-President B’;

Mr. Triantafyllos Afentoulidis, ThPA S.A. Staff President & Member of OMYLE BoD, Public Relations Manager; and

Georgios Georgakopoulos, Member of OMYLE BoD

Acting as representatives of the Staff, by virtue of the Hellenic Port Employees Federation (OMYLE) BoD decision dated 30/10/2018-2018

And

Simeon Leftheriotis, Chairman of the Federation of Loaders and Unloaders of Greece (OFE)

Acting as the representative of the Federation of Loaders and Unloaders of Greece, by virtue of the OFE letter nr. 125/19-8-2019

In consideration of: a) Law 1876/1990 as modified and currently in force, b) the regulations of Law 4522/2018 and c) the conclusions of the collective negotiations conducted in accordance with the provisions and the procedures provided for by Law 1876 / 1990 and of

the fact that application of a revised Personnel Regulation is deemed necessary, have agreed upon and acknowledge the terms and conditions of the new General Personnel Regulation, as follows:

Contents

CHAPTER A- GENERAL PROVISIONS

ARTICLE 1: PURPOSE AND CONTENT OF THE REGULATION

ARTICLE 2: SCOPE OF THE REGULATION

ARTICLE 3: OTHER GENERAL PROVISIONS

ARTICLE 4: WORKING RELATIONSHIP

CHAPTER B - PERSONNEL

RECRUITMENT - OPERATION – TERMINATION OF THE EMPLOYMENT RELATIONSHIP

ARTICLE 5: PERSONNEL CATEGORIES

ARTICLE 6: SELECTION OF PERSONNEL

ARTICLE 7: RECRUITMENT

ARTICLE 8: PERSONAL RECORDS - REGISTER OF EMPLOYEES' PERSONAL DATA

ARTICLE 9: CAREER DEVELOPMENT

ARTICLE 10: TERMINATION OF THE EMPLOYMENT RELATIONSHIP

CHAPTER C - OBLIGATIONS OF EMPLOYEES AND OF THE COMPANY – WORKING CONDITIONS

ARTICLE 11: OBLIGATIONS OF THE EMPLOYEES

ARTICLE 12: OBLIGATIONS OF THE COMPANY

ARTICLE 13: EMPLOYEES' HEALTH AND SAFETY

ARTICLE 14: WORKING TIME

ARTICLE 15: REMUNERATION

ARTICLE 16: LEAVES

CHAPTER D - DISCIPLINARY LAW

ARTICLE 17: DISCIPLINARY BOARD

ARTICLE 18: DISCIPLINARY MISCONDUCT AND SANCTIONS

ARTICLE 19: DISCIPLINARY PROCEDURE

ARTICLE 20: APPEAL- SECOND-INSTANCE JUDGEMENT

CHAPTER E - OTHER PROVISIONS

ARTICLE 21: IMPLEMENTATION OF THE REGULATION

ARTICLE 22: TRANSITIONAL PROVISIONS

CHAPTER A - GENERAL PROVISIONS

ARTICLE 1: PURPOSE AND CONTENT OF THE REGULATION

- 1.1 The present Personnel Regulation has been drawn up in accordance with the provisions of Law 1876/ 1990 and Article 12.2a of Law 4522/ 2018 on “*ratification of the amendment dated February 2, 2018 and ratification into one single text of the Concession Contract of June 27, 2001 between the Greek State and the Thessaloniki Port Authority SA and other provisions* (GG A39 / 07.03.2018) and replaces the previous General Personnel Regulation of the Company, which was approved by virtue of the Ministerial decision 5115/ 01.05.2003 of the Ministers of Economy and Finance, Interior, Public Administration and Decentralization and Merchant Marine (GG B 1203//26.08.2003).
- 1.2 The purpose of this Personnel Regulation is to regulate the overall labor relations on the basis of the principle of equality and transparency and the protection of the employees’ rights, for the smooth and efficient operation of the services of the company “Thessaloniki Port Authority S.A.”, the promotion of a spotless cooperation and of the common interest of the Company and its employees.
- 1.3 This Regulation aims at regulating the overall employment relationships within the Company. Any issues not regulated by this Regulation, the applicable law, the individual employment contracts or the collective labor contracts currently in force shall be subject to the Company's managerial right and to the limitations that may be imposed by the labor legislation and the collective labor agreements in force each time.
- 1.4 Provisions of laws, decrees, ministerial decisions, etc. governing matters under this Regulation shall prevail this Regulation, unless the provisions of the Personnel Regulation are more favorable to the Personnel.
- 1.5 After being finalized, the company Administration shall ensure that the present Regulation is distributed to all current Personnel and is also posted on *exposed* and accessible places in the workplace. Newly recruited staff members will be receiving the Regulation upon signing the employment contract and will be invited to confirm in writing that they accept the content thereof, which shall be complementary to their individual employment contract.

ARTICLE 2: SCOPE OF THE REGULATION

- 2.1. The provisions of the present Regulation shall apply to all personnel employed under an employment contract at ThPA S.A. irrespective of the type, place and place of work.
- 2.2. The BoD members, CEO, Director-Generals designated by the Board of Directors and his/her deputies or other officers of equal rank, legal advisors and lawyers, freelancers and professionals who generally provide services based on a works contract or independent services shall be exempt from the provisions of the present Regulation.

ARTICLE 3: OTHER GENERAL PROVISIONS

- 3.1. The CEO shall ensure implementation of this Regulation and shall take all appropriate measures to this end.
- 3.2. The CEO, through circulars, announcements and notes, shall be specifying and establishing any details of this Regulation, so that the content of the same is not distorted or

misinterpreted. The above communications shall be posted at the usual news points of the workplace and shall be considered as written orders to the employees of the Company.

ARTICLE 4: WORKING RELATIONSHIP

4.1. All the personnel members subject to this Regulation are employees of ThPA S.A. based on Individual Employment Contracts governed by private law.

4.2. The Individual Employment Contract of each employee shall be drafted in writing and includes the information provided for in Presidential Decree 156/1994

4.3 The Individual Employment Contract shall be deemed as null and the employment relationship shall be terminated, by a declaration/ denouncement in writing of the competent body of the Company, in case it is found, at any time, that a newly-recruited employee did not have, at the time of recruitment, the qualifications necessary for the position for which he/she was recruited.

Should this be established after a period of three-year has passed, the Company may, on a case-by-case basis and according to its business needs, place the respective employee to another working position as per their actual qualifications, without this being considered a harmful modification of the working terms and conditions.

4.4 The Company's relationship with the legal advisor and the lawyers with fixed remuneration and external lawyers shall be governed by the applicable provisions of the Code of Lawyers.

CHAPTER B - PERSONNEL

RECRUITMENT - OPERATION – TERMINATION OF THE EMPLOYMENT RELATIONSHIP

ARTICLE 5: PERSONNEL CATEGORIES

5.1. Company employees shall be classified by their qualifications (formal and material) and their Job description.

Based on the Job Description, employees shall be divided into two broad categories: a) Clerical Staff and b) Dock workers.

5.2. Clerical Staff shall be distinguished on the basis of their formal qualifications and duties in the following sub-categories:

- a) **Management Staff:** This sub-category includes graduates of Universities, Technical Education institutes, or secondary education.
- b) **Technical Services Staff:** This sub-category includes graduates of Universities, Technical Education institutes, or secondary education. Moreover, holders of professional diplomas or licenses shall fall under this sub-category.
- c) **Administrative Staff:** This Personnel is of secondary or compulsory education and provides assistance work.
- d) **Health Services Staff:** This Personnel provides health services including Occupational Health and Safety Services. This Personnel includes doctors and nurses.

5.3. Dock workers are classified into the following sub-categories:

- a) Port workers
- b) Foremen
- c) Markers

5.4. All company employees are obliged to provide their services under one of the positions described in the Internal Regulation of the Company, to which they are placed by the Management, based on its business needs and on the individual employment contract, and/or the notification, in writing, of the essential employment terms and conditions by the Company, according to the formal and material qualifications of each employee, in the context of art 7.2. (d) hereof. Any changes shall be made only within the same category which an employee falls under, based on art. 5.2 above, and irrespective of Unit/ Department, always in accordance with their formal and material qualifications, with the reservation of Article 7, Law 2112/20 on unilateral harmful modification of working terms and conditions.

The company may assign the employee tasks and duties similar to those of their principal position, under the same or other job post, only within the same category which an employee falls under, based on art. 5.2 above, and irrespective of Unit/ Department, always in accordance with their formal and material qualifications, with the reservation of Article 7, Law 2112/20 on unilateral harmful modification of working terms and conditions.

5.5. Any changes made by the employer under its managerial right are made in accordance with Article 5.4. The change in work duties of the employee by virtue of management rights cannot bring a reduction in remuneration, excluding additional benefits that were exclusively paid thanks to the previous job position, which varies according to the provisions of Article 5.4. Also, in case of legal removal of duties temporarily assigned to an employee, additional

benefits that are closely related to the exercise of such duties shall be deducted, when, in other words, this exercise is the only reason for the payment of additional benefits”.

ARTICLE 6: PERSONNEL SELECTION

6.1. The personnel of the Company is recruited in accordance with the applicable provisions governing the recruitment of employees, and allocation of such personnel to the organizational units of the company shall be made by decision of the CEO, according to their formal and material qualifications and the needs of the company.

6.2. The CEO decides on the number, qualifications and skills of the employees to be recruited

6.3. The method of candidates search for vacancies shall defined by the Chief Executive Officer. Methods, tests, examinations, interviews and other ways of Personnel selection shall be always conducted in the light of respect for the personality of the candidate and the Company's interest.

6.4. The persons recruited by ThPA S.A. must provide the supporting documents specified in the CEO decisions.

6.5. Subject to the provisions of the European Union that are binding for Greece, a candidate for a vacancy must meet the legal requirements for the type and the job position which they have applied for (licenses, health certificates, etc.) and have the necessary formal and material qualifications.

6.7. For the signature of the employment contract, an official company communication is sent to the candidate in order to appear at the premises of the corresponding service of the company on a specified date, take over his/her duties and sign the employment contract, in accordance with the law. If the person concerned fails to appear within the specified time limit, this period time may be extended upon reasoned request of the same and a relevant decision of the CEO. Otherwise, if the person concerned does not properly appear to conclude an employment contract with ThPA S.A., it shall be considered that they have not accepted the job offer and refused to conclude a contract, unless force majeure cases are in force.

6.8. The Company may recruit Personnel even for probation purposes and for limited periods of time, and in any case up to 12 months. In the event the Company considers that the respective person is suitable for recruitment, their initial recruitment shall be converted into an employment relationship of unlimited term, by decision of the CEO.

ARTICLE 7: RECRUITMENT

7.1. Recruitment of the Company's personnel shall be made by decision of the CEO or other properly appointed body of the Company.

7.2. The employment contract shall be in writing, signed by the CEO or the body authorized by the CEO and shall include at least the essential working terms and conditions in accordance with the provisions of Presidential Decree 156/1994. The minimum content of the employment contract includes a) the full name and father's name, Identity Card Number, Tax Identification Number, SSRN and the residential address of the employee, b) monthly regular remuneration, c) the date of signing the contract, d) the duration of the employment

relationship and the subordination of the employee to the present Regulation and the CLA as in force each time, as well as the specialty, the service category (according to article 5.2. hereof) and their subject matter of work.

7.3. Upon recruitment, the employee shall notify his/ her personal and family status information and shall provide all the necessary supporting documentation, the accuracy of which he/she is exclusively responsible to confirm (with a Solemn Declaration Law 1599 /85) without any claim against the Company for any act or omission based on the inaccuracy or untruth of the above statements and notification.

7.4. The newly employed staff member shall indicate his/ her personal data and shall submit, on recruitment, the following indicative documents according to the method established each time by the Company, such as filling out special forms etc.:

a) Curriculum Vitae including the exact address of residence and telephone number, as well as the Tax Office which has issued the newly recruited member's Tax Identification Number, b) Copy of Identity Card or Passport, c) Birth Certificate, d) Copy or Abstract of Criminal Record, only in cases where this is necessary due to the special nature of the work and related offenses, e) Type A' Military Certificate or Military Exemption Certificate (for men), f) Certificates or certified copies of Titles of Studies, g) Family status certificate, h) Work Experience proof or certified copies of insurance booklets, from which the required work experience will be deriving, references etc., i) health certificate or certified health booklet, where required; j) copies of professional licenses, if required, stamped by the relevant authorities, work and residence permits in Greece (for foreigners), k) Social Insurance Fund official documents and SSRN, l) bank account number etc.

7.5. Any change of the above, and in particular change of the place of residence, shall be immediately communicated by the employee to the Company. Salary-related claims of employees due to the change of the above shall be generated on the 1st day of the month following such notification. Submission of the respective documentation will be confirmed by a certificate / stamp of the Human Resources office, bearing the date of registration of the supporting documents in the employee's record.

7.6. Newly employed persons shall be informed on all the elements required by Presidential Decree 156/1994, through the written employment contract or by a separate document and receive a copy of this Regulation, whose provisions must expressly accept.

The same procedure shall be followed for the renewal of the fixed-term employment contracts, in compliance with the rules for the prohibition of abuse of fixed-term contracts, and in particular of Article 8 (3) of Law 2112/20.

ARTICLE 8: PERSONAL RECORDS - REGISTER OF EMPLOYEES' PERSONAL DATA

8.1. The Company shall keep and archive a Personal Record for all its employees, including all the job-related information, the quality and service capacity of the employee, as well as the assessment report. The above documents include, but are not limited to, proof of formal qualifications, family status certificates, career development, moral and material remunerations, leaves, evidence of illness, etc.

8.2. The competent Human Resources Division shall be responsible for the maintenance, safekeeping and updating of the above-mentioned personnel records, in compliance with the relevant legislation on the protection of personal data.

8.3. It is prohibited to enter data in the register or to keep documents relating to the political beliefs or political activity of employees, as well as any other sensitive personnel given the relevant provisions of the relevant legislation.

8.4. All employees shall be informed in writing, either in their employment contract or in a separate document, of the observance and processing of their personal data, of their rights and obligations under the General Regulation of the European Union for the Protection of Personal Data (EU 2016/ 679) as well as on the manner and procedure of exercise thereof, and provide their consent to their personal data being processed by the Company.

8.5. All employees have the right to receive copies from the competent service of all documents held in their personal record, at their request.

8.6. The information included in the personal record shall be kept confidential by the Company and shall not be given to third parties without special authorization by the employee.

8.7. Details on safekeeping of personal data, the form and manner of keeping personal records - personnel register and the process of updating and providing data to the beneficiaries are determined by law (EU 2016/679).

ARTICLE 9: CAREER DEVELOPMENT

9.1. Career development of employees in the Company, based on the business needs, takes particular account of their professional and scientific education, training (participation in seminars, studies, etc.), ability to take initiatives, accountability, planning and coordinating skills in order to improve efficiency, motivational skills towards their team in conditions of pressure, as well as consistency, conscientiousness and honesty in the performance of duties.

9.2. The evaluation system of the staff is established by decision of the Company, which is previously notified to the employees, so that they are informed properly.

9.3. The evaluation of the employees is notified in writing to them and the evaluators express their opinion within a reasonable time limit. The evaluation concludes with the employee's opinion, expressed within the established time-limits, and shall then be filed in their personal record.

ARTICLE 10: TERMINATION OF THE EMPLOYMENT RELATIONSHIP

10.1. Permanent employment contracts of employees with the Company shall be terminated as provided by the applicable labor law provisions, and in particular:

- a) In case the employee deceases
- b) by termination of the employment contract by the employee (resignation), in which case the employee must give their resignation to the company in accordance with the current legislation.
- c) an tacit termination of contract by the employee can simulate arbitrary, unreasonable and unexpected absence from work for over than fifteen calendar days, as long as -

after a period of three (3) working days of such absence – the Company has sent a special written invitation for justification of the employee’s conduct and for assumption of duties, at the same time allowing a deadline to appear at work of not less than three (3) working days from the receipt of the special invitation. In the event that, upon receipt of this special invitation, the deadline to return at work has expired and the above period of fifteen days of absence has been completed, the Company may consider such abstention as tacit withdrawal on the employee’s behalf (resignation), taking into account all the conditions in accordance with Articles 281 and 288 of the Civil Code.

- d) by termination of the employment contract, regular or extraordinary, by the Company in accordance with the provisions of the labor legislation provided for regarding termination of job relationships.

Especially with regard to the termination of the employment contract of the staff of ThPA SA who were employed in the Organization until 23/03/2018, this is mandatorily causal and can only take place for a reason that justifies dismissal, according to law. Dismissal of an employee belonging to the previous category requires prior hearing by the Executive Committee or other competent body of the Company which, for organizational purposes, shall be appointed by the Company's Board of Directors in the future, which will be notified in time to the employees' unions, in the presence of a representative of the trade union organization to which the employee belongs as well as with the representation of the employee with an attorney-at-law that might have been appointed, while the final decision for termination of the employment contract will be taken by the above-mentioned competent body of the Company and will include a brief reasoning.

- e) with the departure of the employee due to the completion of the conditions for full retirement due to age or disability, under any insurance organization and in accordance with the relevant provisions of the labor legislation.
- f) Consensually, upon request of the employee and agreement with the company.

10.2. A fixed-term employment contract is automatically terminated by the end of the time for which it was agreed but may be terminated prematurely for an important reason with a denouncement under Article 672 of the Civil Code.

10.3. In any case, with the solution or otherwise termination of their employment contract, the employee is obliged to deliver all machinery, tools, materials, etc. allocated to them. The employee is also obliged to return or destroy copies of company documents with confidential content and information.

10.4. In all the above cases, the general or specific provisions of labor law shall apply.

CHAPTER C- OBLIGATIONS OF EMPLOYEES AND OF THE COMPANY - WORKING CONDITIONS

ARTICLE 11: OBLIGATIONS OF THE EMPLOYEES

11.1. The entire Personnel are required, within the law and the regulations in force, to promote and defend the interests of the Company, serving such interests conscientiously and in particular:

- a) To comply with this Regulation as well as with the instructions, circulars and orders of the Management.
- b) Provide their knowledge and experience with diligence at the performance of their duties
- c) To arrive on time at the workplace and to observe the applicable working hours. Also, the employees are not allowed to leave their service without permission of the supervisor or other authorized body or to wander in areas other than their dedicated workplace.
- d) To immediately inform their Supervisor, by any convenient means, regarding any reason (illness, personal reasons etc.), preventing them from being present at work and in general regarding any fact which hinders or renders performance of their duties impossible.
- e) All employees are required to perform the duties or services assigned or are relevant to the type of work for which they were hired, in accordance with the written or oral instructions and orders of the supervisors and the Management, subject to the provisions of this article 7 of Law 2112/20 on unilateral harmful change, in compliance with the restrictions imposed by the individual employment contract, labor legislation or any applicable provisions of the relevant collective labor agreements. However, the job description or duties of the employee as defined in Article 7.2 do not create the right for the employee to refuse to assume similar duties in another position, when the Company deems it necessary. In any case, the terms included in Articles 5.4, 5.5 and 7.2. d) of this Regulation must be observed for any changes.
- f) To refrain from any service activity, either individually or through the participation in a collective body, in case the employee or their relative by blood or marriage up to the second degree have an interest from such activity.
- g) The Personnel dealing with third parties (customers, suppliers etc.) are not allowed to accept, directly or indirectly, any kind of gifts or rewards and generally to accept favors and benefits.
- h) To notify in time and in writing the Human Resources Division on any change in their family status that affects their salary.
- i) To ensure maintenance of order and to observe the safety rules, avoiding and preventing situations that could harm the health and physical integrity of the same, their colleagues or third parties. In particular, the employee has the obligation to report hierarchically, without any delay, any event which has come to their awareness and which is either likely to cause or has caused damage to the Company or could have caused or has caused an accident to the Personnel or to a third person, on grounds related to the activity the Company.
- j) To undergo general preventive health control, as determined each time by decision of the competent body of the Company, as well as to observe the health and safety

provisions in force each time for the workplace and are specified by decisions and circulars of the Company's Management.

- k) It is strictly forbidden to all employees to consume alcoholic drinks/ beverages and other addictive substances during their work time. Employees found under the influence of alcohol or other addictive substances will not be allowed to access the workplace or continue their tasks. During work breaks, employees are not allowed to participate in games of any kind, gambling or not. Smoking is allowed only in the spaces dedicated by the Company.
- l) To feature kind behavior, have courteous and collaboration spirit in order to serve and promote the interests of the Company. The above comportment concerns not only the relations with the Supervisors, subordinates, and in general any colleague, but also any third party dealing with or contacting the company's services. Employees are not allowed to quarrel with their colleagues, supervisors or third parties, and generally must avoid actions that disrupt the work peace and impair the integrity and prestige of the Company.
- m) To state with honesty any information and facts, which are known to them due to their job, when invited to do so by the competent bodies of the Company, or in application of the rules of this Regulation.
- n) To work during the established daily and weekly working schedule, but also beyond this schedule (overtime, Saturdays, Sundays, bank holidays) as long as this is deemed necessary by the company needs, according to the terms of art. 65 9 of the Civil Code and the labor Law.
- o) To perform their duties respecting the company's property, the use, operation or storage of which has been assigned to each employee. In particular, they must diligently keep official documents of any kind or nature, and they shall be responsible for their loss, disappearance, destroying or falsification. Moreover, the employees are compelled to immediately report to their supervisors any information relating to the identification of such documents.
- p) To maintain in good condition and operation any tools and resources assigned to them in order to perform their work, and they shall be liable for any loss or damage which is not due to their normal use.
- q) To inform their Supervisors on outstanding incidents, whether positive or negative, related to the performance of their duties and in particular on any problems related to the equipment or machinery they handle. Any damage or wear to the machines or other property of the Company, which are due to deceit, shall be a serious disciplinary offense and the involved employees are obliged to restore the damage. Damages can be restored also by withholding the respective value of the employee's salary, in accordance with Article 644 of the Civil Code.
- r) To participate in the vocational training or retraining programs, which are organized by the Company or other entities, attendance of which is considered necessary by the Company in order to achieve improved performance of its employees.
- s) To wear, during their working hours any uniforms, clothing items and any other accessories intended for the proper appearance or safe execution of the work and to show, if requested, their official badge offered by the Company to all employees. The uniform as well as the various types of clothing are provided by the Company to its employees, with the sole purpose of meeting the service needs and in no case does this provision have the character of compensation for the job offered or any concept

of financial support for employees. Employees are required to keep their uniforms and other clothing items clean, using the company's laundry, if requested.

Obligation of Confidentiality

- t) To keep, towards any parties, the professional and service secrecy and to maintain absolute confidentiality for all business matters and for the performance of their duties, and in general for any matter that becomes known to them during the exercise of their duties, both during the working hours and after leaving the Company. In particular, Personnel must not provide any information about any official documents without the permission of the Company, disclose the content of official documents, deliver original or copies or abstracts of documents, plans or accounts, publish them in any way or disclose in any way whatsoever information relating to the facilities, organization and operation or any other data related to the Company. These obligations do not restrict lawful exercise of trade union rights to protect and promote the interests of employees. In any case, the exercise of trade union rights does not negate the obligation of trade unionists imposed by the applicable confidentiality legislation.

Knowledge of Regulations

- u) To take all necessary actions in order to be informed on the regulations, orders and instructions of the company, which are posted on the Announcements Board, as well as on the general and specific circulars relating to the duty of loyalty, confidentiality, etc. and to sign to have been informed, when requested, by strictly observing all these instructions and prohibitions.
- v) To cooperate for the compliance with the health and safety rules and to avoid pollution of the workplaces and common-use spaces, by arranging their desks and generally their workplace at the end of each working day, turning off the computers, air conditioning, lights etc., and all other devices.
- w) To regularly attend the seminars organized by the Management to inform employees on issues related to safety at work, addressing situations of force majeure, provision of first aid etc., and to be vigilant for their own safety in the workplace.
- x) To take all protective measures, while at work, required by the hygiene and safety provisions or established by decisions of the Management. Employees are prohibited from carrying out any work without using the necessary protective equipment.
- y) To immediately report to their Supervisors any defects or maintenance shortcomings in the materials or tools assigned for the performance of their work. No employee shall be permitted to operate or use any machinery, tools, utensils and facilities without the specific approval or instruction of the Management, or the persons mandated by the Management.
- z) To use their computers according to the instructions of the manufacturer and the company's orders. Employees shall not use the professional phone lines for private purposes unless necessary and shall make reasonable use of all facilities and materials made available by the company, avoiding unnecessary waste of resources.
- aa) To willingly comply with the oral or written instructions of the Supervisors on the working and safety conditions and hygiene. Any breach of the security rules

constitutes a serious disciplinary offense as well as the omission of any person competent to report such an offense.

11.2. All employees using vehicles of the Company are required to drive in accordance with the rules of the Highway Code and immediately inform their Division, regarding any the Highway Code violation, accident or mechanical failure. Drivers are strictly forbidden to use the company's vehicles for personal reasons and their private needs. All drivers are responsible to check and observe the renewal dates of all kinds of licenses of the corporate vehicles used by them (such as vehicle license, exhaust card and vehicle insurance book) and for the safe storage of the protection equipment provided for by the Law (pharmacy kit, warning triangle etc.) as well as of the items supplied by the company (raincoat, mechanical means of transport etc.)

ARTICLE 12: OBLIGATIONS OF THE COMPANY

The Company, as the Employer, has the following obligations:

12.1. To observe consistently the laws of the State and especially the labor legislation, the present Regulation, the individual and collective labor contracts governing the employment relationship with the personnel and the principles of equality and equal treatment of similar situations in working relations.

12.2. To take all appropriate measures to protect the safety and health of its employees in the workplace, to prevent accidents observing the applicable provisions on health and safety conditions. Within the context of these obligations, the company may, among others, train employees or set up and train first-aid teams of employees.

12.3. To establish ethical rules on taking and maintaining security measures and emergency incident response procedures.

12.4. To ensure and take measures for reintegration into employment of employees who have suffered an accident at work, in appropriate positions corresponding to their skills.

12.5. To provide employees, where possible, with the chance to acquire the necessary professional qualifications and offer opportunities which promote the development of skills and efficiency, both to the interest of the Company and for their professional and personal development.

12.6. To not intervene in any way in the legitimate trade union activities of employees.

12.7. To foster dialogue with the representatives of employees and especially with the primary and secondary trade unions representing employees of the Company under the principles of collective autonomy and informed debate.

ARTICLE 13: HEALTH AND SAFETY OF EMPLOYEES

13.1. The Company takes and the employees are obliged to observe the appropriate safety and hygiene measures, in order to ensure the hygiene and safety conditions of the employees and the areas under the responsibility of the Company, which may, as the case may be, be specified with special regulations, circulars and instructions and be included in the Hygiene and Safety Regulation, in accordance with Law 4522/2018 and the legislation in force, and, in general, regulatory content.

13.2. These rules shall be communicated to the Personnel in accordance with the provisions of this Regulation and ignorance of such rules is not justified under any circumstances. Failure to observe them, depending on the gravity of the case, will be considered a serious or severe disciplinary offense.

13.3. In particular, the Company has the obligation:

- a) To apply the health and safety legislation currently in force
- b) To provide, process and monitor, through its authorized bodies, the installation and observance of all necessary, preventive, operational and corrective measures and procedures for the safe execution of the Company's operations.
- c) To inform the Personnel on the legislation in force and train them to deal effectively with the risks of their work.

13.4. The obligations of the Occupational Doctor and the Health and Safety Officer are those laid down in the relevant provisions in force.

13.5. All employees shall comply with the general and specific hygiene and safety instructions, as formulated and specified each time by means of circulars, announcements, instructions, etc. by the Company's bodies and in accordance with the provisions of the relevant legislation and in particular:

- a) To comply promptly with any written or oral instruction by the Supervisors on the manner of work and on hygiene and safety conditions.
- b) Report immediately orally or in writing any matter relating to occupational hazards of ThPA S.A. personnel or the risks of third parties or facilities or the natural environment.
- c) To make permanent and proper use of the collective and individual means of protection during their work.
- d) To attend the occupational health and safety training and to participate in any exercises organized by the Company.
- e) To maintain the offices and facilities of the Company clean and in particular the common spaces and sanitary facilities.
- f) To litter only in the dedicated bins.
- g) Not to consume, before or during the performance of their duties, any alcoholic drink, regardless of the alcohol volume, or other addictive substances.
- h) To immediately report to the supervisor or the healthcare personnel of the company any health problem or disorder occurring during their work and which may impair their capacity to work or might endanger the safety of people and facilities.
- i) To immediately report to their supervisor any accident or incident that happened to them, any subordinate or to any third parties at the premises of the Company and the employee has become aware of such accident or incident.
- j) To immediately report to their Supervisor any abnormal situation or damage in the facilities or equipment.
- k) Employees are not allowed to smoke but in the spaces and at the time when smoking is permitted, as defined in regulations, instructions and orders.
- l) Take care of their personal cleanliness using the special facilities that the Company provides for this purpose.
- m) To keep their uniforms clean and in good condition, as well as any equipment and accessories they wear or use on the order of the Company.

- n) To carry out their work taking into account their safety at work, of the Company's facilities and all kinds of machinery, vehicles, cargoes and other resources being moved or kept at the Company's premises, as well as of the employees and of third parties who deal with the Company.
- o) To refrain from getting familiar with occupational hazard and to strictly adhere to the safety rules.
- p) To be particularly attentive and diligent with their colleagues and third parties, when using tools or other utensils.
- q) To cooperate, when required, with the Occupational Doctor and the Hygiene and Safety Officer.

13.6. Heads of the Organization Units and Head of Crews are obliged to:

- a) Inspect suitability and safety of facilities, tools and other equipment and workplaces in general, before and after work, by reporting hierarchically any possible abnormality.
- b) To assign to the Personnel under their supervision any tasks proportional to their experience, formal and material skills.
- c) To ensure strict adherence to regulations, procedures, guidelines and instructions on health and safety at work.
- d) Report hierarchically any incident of disobedience.

13.7. The Occupational Doctor keeps a medical record for all employees of the Company, including the results of the medical tests and measurements. This file may be accessed only by the employee and the medical staff, according to the Law.

13.8. In respect of the implementation of measures to promote health and safety at work, Law 3850/2010 is applicable, as if force each time, as well the legislation in force.

ARTICLE 14: WORKING TIME

14.1. The Company is an enterprise of continuous operation from Monday to Sunday with a five-day weekly schedule, operating on alternate working shifts for those categories of employees established by decision of the CEO. Work on Saturdays, Sundays or bank holidays shall not be considered as overtime work if this is included in the legal weekly working time of the employee.

14.2. If the employee is required to work for more than five (5) days per week on a Sunday, then they are entitled to one (1) day off in the following week, in accordance with Article 10bis 748/1966

14.3 The normal daily working hours of the staff are set at eight (8) hours and the regular weekly working hours are set at forty (40) hours, in accordance with the current provisions of the labor legislation.

14.4. The start and end of the normal working hours of the staff is defined each time with the criterion of ensuring the smooth operation of the Port of Thessaloniki by decision of the CEO after informing the employees' representatives.

General provisions on working time

14.5. For all categories of employees, daily working time is considered as:

- a) The working time for a duty ordered by the Employer
- b) The time dedicated by an employee to attend meetings of official bodies
- c) The time dedicated by an employee to attend criminal or civil courts sessions as an accused, defendant or witness, if the proceedings concern the Company, as well as the time needed for public law obligations, such as being a Juror at Court.
- d) The time dedicated to training, if such training is made after recruitment
- e) The time of lawful trade union release, in accordance with the law and to this Regulation.

14.6. Working time does not include the time of travel and return to and from the workplace - even with the Company's means of transport - nor the time to prepare to take over one's duties and breaks, unless otherwise specified by the law.

Working Time Monitoring

Arrival at Work and Leaving Work time of the Personnel shall be certified by the competent Supervisor.

- a) The Company has the right to introduce, at its discretion, an appropriate working time monitoring system, in compliance with the applicable provisions for the protection of the personality of employees, in particular against the risk deriving from audiovisual media.
- b) Employees are not allowed to declare Arrival and Arrival at Work and Leaving Work time for their colleagues. This practice constitutes a disciplinary misconduct.
- c) All employees of the company as well as the Workers' Associations have the right to receive information on the recording of the daily time of arrival and departure and may request copies thereof.

14.7. The Company determines the start and end time of the work. The Company is solely responsible for judging the expediency or not of overtime or other additional work under the terms of the applicable labor law. Subject to Article 659 of the Civil Code and labor law, workers' consent is required for overtime work. Any provision of overtime work without the prior order of the competent supervisor does not give rise to a claim for any additional remuneration or compensation of any kind.

14.8. Start and end of the daily working hours of the personnel is defined each time on the basis of ensuring the smooth operation of the Thessaloniki Port by decision of the Company, upon information of the employee's representatives. Working time from 22:00 to 06:00 is considered as night work and shall be paid according to the applicable labor law provisions.

14.9. Determination of the system of alternating shifts is made by the Company in accordance with legal formalities and shall be communicated to the Personnel in time.

14.10 Shift workers are required to wait for their replacement and in case of prolonged delay, they may leave only on the condition that their supervisor allows. In this case, this time will be considered as working time, it shall be calculated in any overtime payments and the corresponding remuneration shall be paid. Changing shifts or mutual substitute of positions between employees is strictly forbidden, unless the competent Supervisor has been informed.

14.12. Holidays

Holidays and half-holidays of the Personnel are defined as follows: a) the first day of the year (New Year's Day), the Epiphany, the Green Monday, the 25th of March, Good Friday, Holy Saturday, the Easter Monday, the 1st of May (Labor day), the Holy Spirit Day, the Assumption (15th of August), the 28th of October, Christmas day (25th of December), the day after Christmas *and all Sundays*; b) half-holidays: Christmas Eve and New Year's Eve. On these days, employees are allowed to leave work two (2) hours before the end of the normal working hours. If the holiday is on a Saturday or Sunday, the holiday is not moved to a business day.

ARTICLE 15: REMUNERATION

15.1. Employee remuneration is determined in accordance with the terms of the relevant collective labor agreement. Similarly, the other relevant collective labor agreements in force regulate other issues of the Company's financial benefits to employees.

15.2. All Personnel salaries are paid through Bank transfer and are accrued, at the place and in the manner specified by the Company under the provisions of the legislation in force, for periods which may not exceed one working month, unless otherwise specified in the collective agreements. Each employee receives monthly payment slips, showing those provided for by the Law.

15.3. At the discretion of the Company, advance payments are possible upon request of the employee to the Director of Human Resources and approval by the CEO.

15.4. In the event of termination of the employment contract, any remuneration paid in advance shall be offset and deducted from the compensation (if any) or returned immediately to the Company.

15.5. Christmas and Easter bonuses and holiday allowances shall be paid under the terms and conditions of the applicable provisions in force.

15.6. Employees possibly travelling for the purposes of their job shall be receiving per-diem compensation, apart from the travel expenses, in accordance with the Law.

15.7. Remuneration of employees is subject to statutory deductions, as provided for by the applicable legislation (for example: for insurance contributions, income tax, subscriptions to professional Unions, seizure imposed to the Company as garnishment, value of intentional damages in accordance with Art. 664 of the Civil Code, fines imposed following a disciplinary body decision etc.)

15.8. For salaries paid due to a numerical error, a set-off is made and the amount wrongly paid is considered a prepayment of future remuneration. Remuneration not paid due to a numerical error will be paid in the next month.

15.7 The Company, acting on a case-by-case basis, may, among others, award honorary rewards, praises, awards, etc. to employees and determine exceptional benefits in connection with the achievement of specific objectives and results. It may also grant to employees under a voluntary and non-contractual obligation benefits in kind or in cash in addition to those provided for by the regulations, with the express reservation of withdrawal at any time (voluntary benefits, bonuses, etc.) which are not included in the employees' regular salaries, either paid once or repeatedly, even for a long time.

ARTICLE 16: LEAVES

16.1. Personnel absence leaves shall be issued in accordance with the provisions in force which provide for:

- a) Paid Annual regular holiday leave with allowance.
- b) Sick leave with or without pay (sick leave)
- c) Unpaid leave
- d) Special leave
- e) Trade union leave
- f) Training Leave
- g) Blood donation leave

16.1.1. Personnel may apply for unpaid leave in exceptional circumstances and on the condition that the annual holiday leave or any other leave which the employee may request for the reason invoked has been exhausted. In order to obtain this leave, the employee must file a written application to the Human Resources Department setting out exactly the reasons for requesting the leave, as well as the interval and period requested. The decision shall be taken considering the reasons given in combination with the Company's needs, in compliance with Article 288 of the Civil Code.

16.1.2 Personnel may not leave their post before the decision for their leave has been notified and before the specified start date. In the case of positions requiring a replacement, the employee whose leave is about to start shall wait for the replacement to come before leaving the service.

16.1.3. Revocation of a leave is allowed only for serious business reasons. Also, at the request of the employee and the decision of the Chief Executive Officer or other body authorized by him / her, the leave may be interrupted after examination of the reasons invoked by the employee and provided that no problems arise at work.

16.1.4. Exceeding the time of the leave, if not justified by an important reason that is duly proven, constitutes an arbitrary absence of the employee with all the related consequences.

16.1.5. Employees on leave are entitled to leave-related remuneration as provided for in the respective laws or collective labor agreements.

16.2a Holiday Leave

1. Employees are entitled to paid leave and to leave allowance in accordance with the provisions of the legislation in force, in conjunction with the provisions of the applicable Collective Agreements.
2. Requests for any type of leaves further than the annual regular holiday leave shall be submitted hierarchically to the Human Resources Department and shall be approved by decision of the CEO or other authorized body.
3. The normal holiday leave is a right of the personnel which may not be waived. This is granted upon assessment of the service needs and must be exhausted by 31 December of each year, even if no request has been filed by the employee. The duration and period of the annual holiday leave are determined and planned under the responsibility of the heads of departments within the framework of the labor law,

taking into account the needs of the company and the wishes or needs of the employees. In any case, a continuous leave of at least 10 working days is granted during the school holidays from 10/6 to 15/9 each year upon request of the beneficiary employee who has a child or children at school age, unless the Company's operational needs do not allow.

4. Leaves cannot be transferred from one year to the next year. The leave is granted on the basis of a calendar year, i.e. from January 1st to December 31st of the same year.
5. The company may determine a common time period in which all or a portion of the personnel will take their leaves, in accordance with the law.
6. A leave may be terminated either at the request of the employee or at the initiative of the company for serious operational need.
7. Exceeding leave time constitutes an arbitrary abstention from work and constitutes a heavy disciplinary offense

16.2b Sick Leave

1. Absence of personnel from work due to illness is regulated by the relevant labor law provisions.
2. If the employee is prevented from working due **to medical conditions**, they must act as follows:
 - a. notify, as soon as they find out their condition and certainly before the start of their work, their immediate supervisor or in case of absence, their replacement or the Human Resources department, either by phone or otherwise.
 - b. prove their condition by presenting or sending in any way a medical report, which will explicitly state the number of days of necessary abstinence from work. The same obligations apply in case of prolongation of the medical condition and extension due to inability to provide work. The employee is obliged to notify the Company in the most convenient way as soon as possible, without undue delay for their absence due to medical conditions. In any case, the presentation or sending of a certificate must be done within 24 hours of the recovery or departure of the employee from the Hospital or Clinic.
 - c. during their medical conditions, the employee must not be absent from their residence except for the sake of absolute necessity and to provide any relevant information for the development of their health as well as complete information of their residence for the provision of information of official nature.
 - d. on the day of return to work, the employee is obliged to submit to the Human Resources Department any necessary supporting documents requested regarding the medical conditions.

In case the employee does not observe the above procedure, it is considered that they are absent arbitrarily and unjustifiably from work, with all the consequences entailed.
 - e. For reasons of sickness, recovery and health, when deemed absolutely necessary, it is possible to grant leave of absence from work with full pay or part of pay even beyond the limits provided by law, by decision of the CEO for up to three months and with decision of the Board of Directors for a further period of time. Especially for the staff of article 12 par. 3 of Law 2688/1999 for the time limits of paid sick leave, the provisions for the Civil Servants in force shall

apply. The subsidy from the relevant insurance company is deducted by such remuneration.

16.2c Unpaid Leave

1. The company may grant, at its absolute discretion, a leave with or without remuneration to any employee who so requests upon written and reasoned application, specifying precisely the reasons and the period for which the leave is requested.
2. The unpaid leave may be granted for important reasons, by decision of the CEO or other authorized body for up to one month and by decision of the Board of Directors for leaves in excess of one month and up to one year.
3. All staff members may apply for unpaid leave only on the condition that the annual leave or any other leave which the employee could claim for the reason invoked has been exhausted. The relevant application is submitted in writing by the employee to the Personnel Directorate, stating precisely the reasons, the duration and the period of the leave. The person approving the leave decides on a case-by-case basis, taking into account the reasons given in conjunction with the Company's needs, in compliance with article 288 of the Civil Code.

16.2d Special Leaves - Maternity / Birth Leave

1. For special leaves such as marriage, birth, nursing, lactation, childcare, congenial death, family sickness, parental leave, school leave etc., the applicable provisions and arrangements of the national collective labor agreement and other collective arrangements which apply to ThPA S.A. shall be applied.
2. In particular, maternity / birth leave is governed by the applicable labor law provisions. For relevant information and possible amendments to the provisions in force each time, employees must contact the Personnel and Human Resources Division.
3. The Management of the company is required to ensure that maternity leave is granted (pre- and post-natal) as soon as the employee submits the required supporting documents provided by the physician.
4. The employee is obliged, as soon as pregnancy is confirmed, to submit a medical certificate to the Human Resources department indicating the probable date of delivery. After childbirth, the employee is required to produce the documents relating to the child's birth and amounts of money paid during absence from work.
5. Pregnant women are released of their work without any reduction in their remuneration for a reasonable period of time in order to undergo prenatal screening tests and if these are to be done during working hours, by submitting to the HR department the attestation of their doctor for their submission to such tests.

16.2e Trade Union Leaves

The Bureau (Chairman, Vice-Chairman, Treasurer, Secretary General) of OMYLE and OFE as long as they belong to the Personnel of ThPA S.A., are entitled to full discharge from their duties during their term. The Chairman, Vice-President and General Secretary of first-level Workers' Associations of ThPA S.A. with more than 200 members and the Treasurer, on the

condition of more than 600 members, is granted full discharge of their duties during their term. The Chairman, Vice-President, General Secretary and Treasurer of the Thessaloniki Labor Center and the members of GSEE Administration, provided that they belong to the Personnel of ThPA S.A. are entitled to full discharge from their duties during their term. The Chairman of first-level Workers' Associations of ThPA S.A., with less than 200 members, is granted a 5-day discharge per month. The members of the Board of Directors of OMYLE and OFE and Labor Center of Thessaloniki are granted discharge up to two (2) days per month. Also, all the above persons shall be facilitated, during their work, for participation in the Board of Directors meetings, informing the employees etc., after informing their respective Supervisors and if there is no urgent operational need. Remuneration of employees who are fully exempt from work for the above trade union reasons is defined by a decision of the Company's CEO, within the framework of the existing Collective Labor Agreements.

16.2f Training Leaves

1. Training is a development goal of the Company to improve its services and increase its productivity. In this context, the Company alone or in cooperation with third educational / training bodies designs employee training programs, in which they are invited to participate at the expense of the Company.
2. When designing programs, the following are taken into account in particular:
 - a. The Company's business needs for new work skills or for the improvement of existing ones,
 - b. The strengthening of employment and job security for workers whose jobs become obsolete,
 - c. Transparency and equal opportunities without discrimination based on gender, age or another factor for the exercise of the right to education.

16.3. Participation in the training programs is a right and obligation of the employees, since participation in training programs and certified performance of employees are taken into account in the service evaluation and career development.

16.4. Training aims to enable Personnel to offer their services in the widest possible range of operations and activities of the Company. Training time is considered as working time and is remunerated as such, unless additional remuneration or compensation is provided from other sources.

16.5. At its absolute discretion, the Company may grant daily or multi- day paid leaves for the participation of employees in conferences, seminars and any type of meeting if scientific or professional interest, in Greece or abroad, if such participation is considered to be advantageous for the company. Similarly, the Company may grant a multi-day leave for educational reasons with or without remuneration or with payment of part thereof, while the employee's absence for this purpose is considered to be actual working time in the case of paid leave.

16.6. The leaves referred to in this clause are granted at the request of the employee and by relevant decision of the CEO, who receives the opinion of the immediate Supervisor of the person concerned. The Company reserves the right to link the granting of a training leave with the observance of specific conditions, in particular the obligation of the employee to provide his/her services to the Company for a certain period of time after the end of the

training. At the end of the training leave, the employee must submit a report analyzing the results of the training and to submit the corresponding titles of studies or certificates.

CHAPTER D- DISCIPLINARY LAW

ARTICLE 17 - DISCIPLINARY BOARD

17.1. A Disciplinary Board is operating within the Company. The Disciplinary Board is consisted of 5 members with a 3-year term. The Board shall be constituted in good time before the end of the previous term, by decision of the CEO and following an invitation addressed to the trade unions of the employees to indicate their representatives.

17.2. From the members of the Disciplinary Board, three (3) members are indicated by the Company and two (2) by the trade union organizations of the Company. Similarly, their alternates are indicated. Clerical Staff and Dock Workers' trade unions shall be indicating separately, for the cases of their members, an equal number of representatives, regular and alternate, as members of the disciplinary boards (2+ 2 Regular and 2 + 2 Alternates) to that the Boards are formed either by Clerical Staff or Dock Workers, depending on whether the judged employees are Clerical Staff or Dock Workers.

17.3. Members of the Board may not be hierarchically inferior to the employee judged. This limitation does not apply to the members of the Board indicated by trade unions.

17.4. The employee under judgement may refuse participation in the Disciplinary Board of a specific Member, should the same reasonably asserts that this person has reason to be excluded. This request shall be resolved by the Board without the involvement of the member to be excluded. In the case this person indeed excluded, the position of the excluded member is occupied by his/her alternate.

17.5. Members nominated by the Company may be members of the Board of Directors.

17.6. The Board shall be in quorum when at least three of its five members are present. Participation/ presence of the employee's representative is not mandatory for the Boar to be legally formed and in quorum, on the condition of prior written invitation and no-show.

17.7 Decisions are taken by absolute majority of the present members. In the event of a tie, the President's vote shall prevail.

17.8. At its first meeting, the Board appoints its President and his/her alternates, as well as the Secretary.

ARTICLE 18 - DISCIPLINARY OFFENSES AND PENALTIES

18.1. Disciplinary misconduct is any culpable act or omission of official duty that can be attributed.

18.2. The concept of disciplinary misconduct is determined by:

- a) the provisions of the respective legislation,
- b) the provisions of this Regulation,
- c) the obligations arising from the employment contract,

d) the instructions and circulars issued each time by the Management and the Competent Bodies of the Company for this purpose and are notified in writing or electronically to all employees.

18.3. Prosecution of disciplinary misconduct is an official duty. Exceptionally, for misdemeanors which, in the judgment of the governing body, result in a sentence not exceeding that of the written reprimand, the disciplinary action shall be within the discretion of that body, but in the interests of the Company and the previous conduct of the Employee in the Company.

18.4. Disciplinary offenses constitute:

a) Unjustified absence from work or exceeding the granted leave or unjustified untimely attendance at work or delay in taking the job or termination of work before normal time or leaving work without permission.

b) Failure to perform official duties.

c) Employment during working hours in personal or foreign occupations.

d) The use of official information, data and materials to obtain personal benefit or for the benefit of a third party.

e) The pursuit or acceptance by the employee of any remuneration, exchange or favor by a person who manages or is to manage the cases during the exercise of the official duty.

f) The inappropriate, indecent, divisive or brutal behavior towards the Company's organs, towards the colleagues or towards the traders with the Company.

g) Criticism of the actions or decisions of the supervisors, which is done in writing or orally with the intentional use of inaccurate data or with manifestly indecent expressions. Trade union criticism is not a disciplinary offense, even with sharp statements and confrontations between trade union officials and the Company.

h) The violation of the Company's secrets and the action of competition acts to the detriment of the Company.

i) Any action that causes defamation to the detriment of the Company or its staff or individual employee in relation to his work duties.

g) Any damage to the Company's movable and immovable property from unusual or misuse or negligence in its storage and maintenance as well as its use for selfish or foreign purposes to the employee's official duties.

k) The violation of the principle of impartiality.

l) Any act that constitutes abuse of power or official trust.

m) Direct or third party participation in an auction conducted by the Company.

n) Any untrue certificate or statement of the employee to the service and in particular regarding the existence of qualifications and required data for the preparation of the personal register, unless the untrue certificate or statement is made to protect sensitive personal data.

- p) Any violation of the circulars, instructions and any special regulations for the prevention of accidents as well as in general the violation of the rules of safety and hygiene at work.
- q) In the event of an accident, the non-declaration of this, the unjustified refusal to submit a written apology, the refusal to provide information in case of testimony, for which it was proven that the false testimony, the concealment of the truth, was known.
- r) Any unjustified refusal to come for examination or submission before an official body, which acts in the context of a disciplinary procedure.
- s) The exercise of a private project for the purpose of profit or any other employment in any other paid work, unless a special permit has been requested and granted by the Managing Director. The license is granted if the employment in question does not have any effect on its performance in the performance of its service in the Company.
- t) The disappearance or falsification of any document, especially when it is connected with the interest of the Company or with an abused act or any other infernal act.
- u) The Illegal export from the premises of the Company of materials or any object belonging to the ownership, prefecture or possession of the Company.
- v) Any act which is at the same time a criminal offense, if committed during the execution of the work inside or outside the ThPA or within the ThPA area during the working time or even after its completion. In the latter case, a disciplinary offense is justified only if the act directly and seriously affects the smooth operation of the employment relationship.
- w) Consumption of any beverages containing alcohol, regardless of their content, before or during the exercise of its duties.
- x) The unjustified refusal to attend for a medical examination.
- y) Failure to prosecute and impose a penalty for a disciplinary offense.
- z) Any culpable act due to fraud or gross negligence of the employee objectively suitable to cause damage, material or moral, to the Company or to an Employee in it.
- za) Any act that constitutes mismanagement.
- zb) The falsification of data concerning the certification of attendance and resignation from work or actions aimed at misleading the Company regarding this certification.

18.5. The disciplinary penalties imposed on employees are as follows:

- a) Written remark, ie the simple recommendation to the employee of his misconduct with the recommendation not to be repeated.
- b) Written reprimand, ie the indication of the misdemeanor with reprimand due to the consequences of the incident in the smooth operation of the Company or due to the violation of the contractual obligations of the employee.
- c) A fine of up to 25% of the maximum salary corresponding to one working day or the employee's salary.

d) Mandatory abstention from work (temporary suspension) for up to ten (10) days for each calendar year, during which the employee must abstain from the exercise of his duties without being entitled to remuneration. The duration of the sentence of temporary suspension from work is not considered working time in terms of wage and other official consequences.

e) Final termination (dismissal), ie the final termination of the employment relationship due to the irreparable disturbance of the relationship of trust between the employee and the Company as well as its smooth operation.

18.6. The disciplinary sanction of temporary and permanent suspension may be imposed only for the following offenses:

a) In the context of the provision of 18.4 (u) and this Regulation, breach of duty under the Penal Code or other special criminal laws.

b) Acceptance by the employee of any remuneration, in exchange for a person who manages or is to manage the cases during the exercise of the official duty.

c) A conduct that is not in line with the capacity of the employee within the Company, as well as any inappropriate behavior outside of it.

d) Violation of the Company's secrets.

e) Extremely serious disobedience.

f) Arbitrary, unjustified and unannounced abstention from work beyond fifteen (15) calendar days continuously, but -after three (3) working days of such absence- the Company had sent the employee a special written invitation to justify his attitude and taking on duties, giving him at the same time a deadline for his appearance, not less than three (3) working days from the receipt of the special invitation, and the deadline for both taking up duties and justifying the absence had elapsed.

18.7. The above disciplinary penalties are measured according to the gravity of the misdemeanor committed, after taking into account the personality and the overall presence in the Company of the defendant, the consequences caused and the circumstances under which this was committed.

18.8. Recurrence is considered a particularly aggravating circumstance for the imposition of a disciplinary sanction.

ARTICLE 19. DISCIPLINARY PROCEEDINGS

19.1. The disciplinary authority of the company's staff is exercised by a) the Disciplinary Supervisors, b) the Disciplinary Board of Article 17 of this Regulation.

19.2. Disciplinary Supervisors are: a) the CEO for all the Company's staff, b) the Deputy Directors and the General Managers, to whom the employee belonged during the commission of the offense and c) the Directors of the services to which the employee belonged during his the commission of the offense.

19.3. Penalties for written notice and written reprimand may be imposed by all disciplinary supervisors. The penalty of the fine may be imposed by a) the Chief Executive Officer and b)

the Deputy Directors of the Chief Executive Officer or the General Managers. The penalty of permanent and temporary suspension is imposed only by the Disciplinary Board.

19.4. Disciplinary action is exercised on the initiative of the head of the Directorate to which the employee who committed a disciplinary offense is organically subject. The supervisor shall notify in writing the competent disciplinary body of the suspicion of committing the disciplinary misconduct, clearly describing the act rendered as well as the place and time of its commission.

19.5. No disciplinary sanction shall be imposed without the prior written summons on the employee's apology, to which the attributed act as well as the place and time of its performance must be clearly stated. The accused must, within the reasonable time limit, be entitled to a written apology, entitled to propose witnesses for examination. The accused shall be given full copies of the file of the disciplinary action against him, which shall be immediately attached to the offense committed within a reasonable time before his apology. The accused may be represented and present at all stages of the proceedings with a lawyer.

19.6. The fully justified disciplinary decision shall be made in writing and signed by the body issuing it. The disciplinary decision shall be notified to the disciplinary worker, to all the hierarchically disciplinary bodies and to the Human Resources Department for registration in the individual file of the employee, if it has become final.

ARTICLE 20. APPEAL ASSESSMENT

20.1. The disciplinary penalties for observation and reprimand are irrevocable.

20.2. Anyone with a legitimate interest may appeal against the decision of the first-instance disciplinary board before the second-instance disciplinary board within ten (10) working days from the day the decision is notified. The decision of the secondary disciplinary board from its notification to the parties or the decision of the primary disciplinary board if no appeal is filed in time, is executed immediately by a decision of the competent body under this Regulation.

20.3. Until the decision is taken by the competent body on the appeal or until of lapse-of-time-decision, the execution of the disciplinary sanction shall be suspended.

20.4. An appeal may be lodged against the decision of the penalty of the fine imposed by the Deputy CEO or another equivalent body within ten (10) working days from the notification of the decision to the employee before the Managing Director. An appeal may be lodged against the decision imposing the penalty of the fine imposed by the Chief Executive Officer within the same period of time before the first instance Disciplinary Board. An appeal may be lodged against the imposition of a fine imposed by the first-instance Disciplinary Board before the second-instance Disciplinary Board within the same period.

20.5. An appeal may be lodged against the decision to impose a penalty of temporary or permanent suspension within ten (10) working days from the notification of the decision to the employee before the secondary disciplinary board.

20.6. The provisions of Article 17 of this Regulation shall apply mutatis mutandis to the composition of the secondary disciplinary board. In the composition of the Disciplinary Board, when judging in the second instance, the person who issued the decision or the act against which the appeal is made or the person who participated in the primary Disciplinary Council that issued this decision cannot participate.

Chapter E. - Other Provisions.

ARTICLE 21. APPLICATION OF THE REGULATION

21.1. The Company's relationship with employees is based on mutual trust and an effort for sincere cooperation. Maintenance of the provisions of this Regulation is a prerequisite for this mutual trust and cooperation.

21.2. The non-strict application of the provisions of this Regulation by the company does not mean their tacit abolition or resignation of the Company from the right to implement them.

ARTICLE 22. TRANSITIONAL PROVISIONS

22.1. This Staff Regulation shall enter into force on the date of its submission to the competent authority in accordance with Article 5 of Law 1876/1990.

22.2. With the entry into force of this Regulation, the General Staff Regulations of the Company, which had been approved with the no. 5115 / 1.5.2003 joint ministerial decision of the Ministers of Economy and Finance, Interior, Public Administration and Decentralization and Merchant Shipping (Government Gazette B'1203 / 26.8.2003). It also explicitly abolishes any regulation that derives its force from the previous General Staff Regulations.

22.4. Disciplinary misconduct committed before the entry into force of this Regulation shall be deemed to be within six (6) months from the entry into force of this Regulation in accordance with the preceding provisions.

22.5. The Disciplinary Boards of this Regulation will meet extraordinarily as Disciplinary Boards of the previous Regulation within six (6) months from the entry into force of this Regulation with the sole task of carrying out the pending applications before them.

22.6. Article 14.3. will come into force from the entry into force of the operational collective labor agreements to be concluded by the parties within the current year (2019) for the regulation of the salary and other working conditions of the Company's staff.

22.7. In relation to Article 15.2. it is clarified that in the staff that served in ThPA as legal person governed by public law the salaries are prepaid. The Company in consultation with the employees' representatives will take all necessary measures for the gradual adjustment of the payment of salaries as accrued according to article 15.2. and in these cases.

This Regulation is currently signed in seven (7) copies and each party receives one (1), the rest will be duly submitted to the competent Labor Inspection Body Service with the care of

ThPA SA which is explicitly authorized by the parties for the occurrence of legal consequences.

For the Company
Signature-Official Seal

For the Employees
Signatures-Seal